EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

dated as of November 16, 2018

by and among

BLACKBERRY LIMITED,

BLACKBERRY CORPORATION,

MODENA MERGER CORP.,

CYLANCE INC.

and

FORTIS ADVISORS LLC,

as Representative

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 16, 2018 by and among BlackBerry Limited, a corporation incorporated under the Laws of Ontario, Canada ("Parent Affiliate"), BlackBerry Corporation, a Delaware corporation and wholly owned subsidiary of Parent Affiliate, ("Parent"), Modena Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), Cylance Inc., a Delaware corporation (the "Company"), and Fortis Advisors LLC, a Delaware limited liability company, solely in its capacity as the representative of the Indemnitors ("Representative").

RECITALS

WHEREAS, the parties intend that Merger Sub be merged with and into the Company, with the Company surviving the merger on the terms and subject to the conditions set forth in this Agreement (the "Merger");

WHEREAS, the board of directors of the Company has (a) determined that it is in the best interests of the Company and its holders of Company Capital Stock (the "Stockholders"), and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (c) resolved to recommend the adoption of this Agreement and approval of the Merger by the Stockholders;

WHEREAS, the board of directors of each of Parent and Merger Sub has approved and declared advisable this Agreement and the Merger;

WHEREAS, promptly following the execution and delivery of this Agreement and on the date hereof, the Company will deliver to Parent written consents from the Identified Stockholders, in the form attached hereto as Exhibit A (the "Written Consent"), making the determination and taking any other action necessary under Laws and the Company Charter Documents in order for the Company to enter into this Agreement and consummate the transactions contemplated hereby, and joinder agreements from the Identified Stockholders, in the forms attached hereto as Exhibit B-1, Exhibit B-2 and Exhibit B-3 (the "Joinder Agreements"), providing for certain agreements, undertakings, restrictive covenants, representations, warranties, indemnities, releases and waivers by the Identified Stockholders;

WHEREAS, pursuant to the Merger, the Company Capital Stock shall be converted into the right to receive cash in the amounts and on the terms and subject to the conditions set forth herein;

WHEREAS, pursuant to the Merger, Unvested Company Stock Options and Unvested Company Restricted Stock Unit Awards shall be converted into the right to receive Replacement Stock Options and Replacement Restricted Stock Unit Awards, respectively, in the amounts and on the terms and subject to the conditions set forth herein;

WHEREAS, as a condition and inducement to Parent and Merger Sub entering into this Agreement, prior to or concurrently with the execution and delivery of this Agreement,

each of the Critical Employees (the "Critical Employee Employment Agreements"), each of which shall become effective as of and contingent upon the consummation of the Merger at the Effective Time;

WHEREAS, as a condition and inducement to Parent and Merger Sub entering into this Agreement, prior to or concurrently with the execution and delivery of this Agreement, the Exchange Stockholders have entered into an exchange agreement, in the form attached hereto as Exhibit C (the "Exchange Agreement"), pursuant to which such Exchange Stockholders will contribute Exchange Shares to Parent in exchange for common shares in an Affiliate of Parent (the "Parent Affiliate Shares") and providing for certain other agreements, undertakings, representations, warranties, releases and waivers by such Exchange Stockholders; and

WHEREAS, the parties agree that a significant portion of the consideration contemplated hereunder is allocable to the goodwill of the Company and its Subsidiaries.

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

1.1 Certain Definitions. The following terms shall have the following meanings:

"Acquisition Transaction" means any transaction involving:

(a) the sale, license, disposition or acquisition of ten percent (10%) or more of the assets of the Company or any of its Subsidiaries, or any exclusive license by the Company or any of its Subsidiaries of any assets;

(b) the issuance, grant, disposition or acquisition of (i) any shares of Company Capital Stock or other equity securities of the Company or any of its Subsidiaries, (ii) any option, call, warrant or right (whether or not immediately exercisable) to acquire any shares of Company Capital Stock or other equity securities of the Company or any of its Subsidiaries or (iii) any security, instrument or obligation that is or may become convertible into or exchangeable for any shares of Company Capital Stock or other equity securities of the Company or any of its Subsidiaries, other than the issuance of shares of Company Capital Stock pursuant to the exercise, conversion or settlement of Company Stock Options, Company Restricted Stock Unit Awards, Company Preferred Stock and Company Warrants, in each case in accordance with their existing terms as of the date of this Agreement; or

(c) a merger, amalgamation, consolidation, share exchange, business combination, sale of substantially all of the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Company or any of its Subsidiaries.

"Adjusted Fully Diluted Share Number" means the sum of (without duplication) the aggregate number of shares of Company Capital Stock (a) outstanding as of immediately prior to the Effective Time on an as-converted to Company Common Stock basis (including shares of Company Capital Stock underlying Vested Company Restricted Stock Unit Awards that become settled immediately prior to the Effective Time pursuant to Section 3.2(c), but excluding shares of Company Capital Stock to be cancelled in accordance with Section 3.1(b) and including the Exchange Shares), (b) issuable upon exercise of all Vested Company Stock Options outstanding as of immediately prior to the Effective Time (but excluding any Vested Company Stock Options that are cancelled, or deemed cancelled, for no consideration immediately prior to the Effective Time) and (c) issuable upon exercise of the Company Warrants outstanding immediately prior to the Effective Time.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Aggregate Escrow Amount" means the sum of (a) the Interim Escrow Amount, (b) the General Escrow Amount, and (c) the Representative Amount.

"Aggregate Unvested Exercise Price" means the sum of (a) the total number of shares of Company Common Stock subject to each Unvested Company Stock Option immediately prior to the Effective Time *multiplied by* (b) the per share exercise price of such Unvested Company Stock Option immediately prior to the Effective Time.

"Aggregate Vested Exercise Price" means the sum of (a) the total number of shares of Company Common Stock subject to each Vested Company Stock Option immediately prior to the Effective Time *multiplied by* (b) the per share exercise price of such Vested Company Stock Option immediately prior to the Effective Time.

"Antitrust Division" means the Antitrust Division of the U.S. Department of Justice.

"Applicable Percentage" means, with respect to a particular Indemnitor, the quotient of (expressed as a percentage) (a) such Indemnitor's Applicable Escrow Contribution Amount *divided by* (b) the Aggregate Escrow Amount.

"Applicable Escrow Contribution Amount" means, with respect to a particular Indemnitor, the sum (without duplication) of (a) an amount equal to (i) the number of shares of Company Common Stock for which such Indemnitor will receive payment at the Effective Time pursuant to Section 3.1(h) *multiplied by* (ii) the Escrow Percentage *multiplied by* (iii) the Per Share Consideration, (b) any Vested Option Payout payable to such Indemnitor *multiplied by* the Escrow Percentage, and (c) any Warrant Payout payable to such Indemnitor *multiplied by* the Escrow Percentage.

"Base Aggregate Unvested Company Restricted Stock Unit Award Amount" means (a) the Base Per Share Consideration *multiplied by* (b) the number of shares of Company Common Stock underlying all Unvested Company Restricted Stock Unit Awards (such number of shares determined immediately prior to the Effective Time) that are replaced with Parent Restricted Stock Unit Awards.

"Base Aggregate Unvested Company Stock Option Amount" means the aggregate sum of Base Unvested Company Stock Option Amount for all Unvested Company Stock Options that are replaced with Replacement Stock Options.

"Base Merger Consideration" means an amount equal to (a) the Cash Purchase Price, *plus* (b) the amount of the Estimated Cash, *minus* (c) the amount of the Estimated Closing Indebtedness, *minus* (d) the amount of the Estimated Transaction Expenses, *plus* (e) an Upward Closing Net Working Capital Adjustment, if applicable, minus (f) a Downward Closing Net Working Capital Adjustment, if applicable, *plus* (g) the aggregate amount of the exercise price of all Company Stock Options outstanding immediately prior to the Effective Time, *plus* (h) the aggregate amount of the exercise price of all Company Warrants outstanding immediately prior to the Effective Time, *plus* (i) the aggregate amount of the Net Working Capital Rebate, if any.

"Base Per Share Consideration" means (a) the Base Merger Consideration *divided by* (b) the Fully Diluted Share Number.

"Base Unvested Company Stock Option Amount" means, with respect to an Unvested Company Stock Option, the Base Per Share Consideration, *multiplied by* the aggregate number of shares of Company Common Stock subject to such Unvested Company Stock Option immediately prior to the Effective Time.

"Business Day" means a day except a Saturday, a Sunday or other day on which the SEC or banks in the City of New York are authorized or required by Law to be closed.

"Cash" means all cash and cash equivalents of the Company and its Subsidiaries determined in accordance with GAAP, net of issued but outstanding checks, and excluding Restricted Cash.

"Cash Purchase Price" means $1,500,000,000.

"CFIUS" means the Committee on Foreign Investment in the United States, including any successor or replacement thereof.

"CFIUS Approval" means notice received by Parent and the Company from CFIUS stating that: (a) CFIUS has concluded that the Merger is not a "covered transaction" and not subject to review under Section 721 of the Defense Production Act ("DPA"), as amended; (b) the review or investigation of the Merger under Section 721 of the DPA has been concluded, and there are no unresolved national security concerns with respect to the transactions contemplated by this Agreement; or (c) CFIUS has sent a report to the President of the United States requesting the President's decision on the Exon-Florio Filing submitted by the parties and either (i) the President has announced a decision not to take any action to suspend, prohibit or

place any limitations on the transactions contemplated hereby, or (ii) any applicable period under Section 721 of the DPA during which the President may announce his decision to take action to suspend, prohibit or place any limitations on the transaction contemplated hereby has expired without any such action being threatened, announced or taken.

"CFIUS Target Date" means the date that is sixty (60) days after the date upon which the Exon-Florio Filing is accepted by CFIUS in accordance with Exon-Florio.

"Closing Indebtedness" means the amount of all Indebtedness of the Company and its Subsidiaries outstanding or unpaid as of the Measurement Time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Capital Stock" means the shares of the Company Common Stock and the Company Preferred Stock.

"Company Common Stock" means the shares of the Company's common stock, par value $0.0001 per share.

"Company Data" means all data collected, generated, received or otherwise processed in the operation of the business. Without limiting the foregoing, "Company Data" includes all Customer Data and Company Training Data.

"Company Data Contract" means any Contract involving Company Data to which the Company or any of its Subsidiaries is a party or is bound.

"Company Intellectual Property" means any Intellectual Property that is owned or purported to be owned, used, held for use or practiced by the Company or any of its Subsidiaries.

"Company Intellectual Property Registrations" means all of the registrations with a Governmental Authority or Internet domain name registrar for Intellectual Property owned or exclusively licensed by, or purported to be owned or exclusively licensed by, the Company or any of its Subsidiaries.

"Company Patents" means the Patents included in the Company Intellectual Property Registrations.

"Company Preferred Stock" means, collectively, the shares of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock.

"Company Products" means all products and services, including Company Software, that have been or are currently offered, distributed or under development by the Company or any of its Subsidiaries.

"Company Software" means Software owned by or developed by or for the Company or any of its Subsidiaries.

"Company Stock Optionholder" means the holder of a Company Stock Option.

"Company Stock Plan" means the Company's Amended and Restated 2012 Stock Plan, as amended on August 31, 2016.

"Company Technology" means any Technology that is or has been owned or purported to be owned, used, held for use or practiced by the Company or any of its Subsidiaries, or is necessary for the conduct of the business of the Company or any of its Subsidiaries.

"Company Training Data" means all Data that has been made available by or to (or used by or for) the Company in connection with developing any Intellectual Property or Company Products, including developing, training or improving algorithms.

"Confidential Information" means all non-public information, whether or not patentable or reduced to practice, constituting or relating to Technology, Intellectual Property, product development, customer and supplier lists, pricing and marketing plans, policies and strategies, business acquisition plans, personnel information, ideas, know-how, designs, concepts, compositions, compilations of information, Data (including Customer Data and technical data), Databases, methods, methodologies, techniques, algorithms, specifications, procedures, processes and other plans, of any nature and in any form, including all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, computer programs, computer applications, tools, graphs, charts, sound recordings and pictorial reproductions. "Confidential Information" does not include (a) issued Patents and published Patent applications, (b) information (except for Personal Information) that was, is or becomes generally available to the public or general industry knowledge through no action or inaction by the Company, (c) was, is or becomes available on a non-confidential basis from a source (other than the Company) which is not prohibited from transmitting the information or materials by any contractual, legal or fiduciary obligation to the Company, or (d) was, is or becomes independently developed by a third Person without use of or reliance upon any Confidential Information.

"Continuing Employee" means each employee or other service provider of the Company and its Subsidiaries who is employed with or providing services to the Company immediately prior to the Effective Time and who continues employment or service with Parent, the Surviving Corporation or any Affiliate of the Surviving Corporation after the Effective Time.

"Contract" means any contract, agreement, indenture, note, bond, loan or credit agreement, instrument, lease, commitment, mortgage, deed of trust, license or other arrangement, understanding or obligation, whether written or oral, express or implied, in each case, as amended and supplemented from time to time and including all schedules, annexes and exhibits thereto.

"Copyleft License" means any license that requires, as a condition of use, modification or distribution of Software or other Technology subject to such license, that such Software or other Technology subject to such license, or other Software or other Technology

incorporated into, derived from, used or distributed with such Software or other Technology subject to such license (a) in the case of Software, be made available or distributed in a form other than binary (*e.g.*, source code form), (b) be licensed for the purpose of preparing of derivative works, (c) be licensed under terms that allow the Company Products or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of Law) or (d) be redistributable at no license fee. Without limiting the foregoing, "Copyleft Licenses" constitute Open Source Licenses and include the GNU General Public License, the GNU Lesser General Public License, the Affero General Public License, the GNU Affero General Public License, the Mozilla Public License, the Sun Industry Standards License, the Sun Community Source License, the Artistic License, the Netscape Public License, Common Development and Distribution License, the Eclipse Public License and all Creative Commons "sharealike" licenses.

"Copyrights" means copyrights and all other rights with respect to Works of Authorship, and all registrations thereof and applications therefor and renewals, extensions and reversions thereof, and all other rights corresponding thereto throughout the world (including moral and economic rights, however denominated).

"Critical Employees" means the employees set forth on Schedule 1.1(a).

"Customer Data" means Data and content uploaded, provided or otherwise made available by or for any customer to Company or any of its Subsidiaries.

"Data" means data, data structures, technical data and performance data.

"Databases" means databases and other compilations and collections of Data or information.

"Domain Names" means Internet domain names and numerical addresses.

"Environmental Law" means any Laws relating to the protection of the environment, or that classify, regulate, call for the remediation of, require reporting with respect to or list or define air, water, groundwater, solid waste, hazardous or toxic substances, materials, wastes, pollutants or contaminants, or that regulate the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Materials or materials containing Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" means Wilmington Trust, National Association.

"Escrow Percentage" means the quotient of (expressed as a percentage) (a) the Aggregate Escrow Amount *divided by* (b) the (i) the Net Merger Consideration *plus* (ii) the Aggregate Escrow Amount *minus* (iii) the Aggregate Vested Exercise Price.

"Exchange Ratio" means (a) the Base Per Share Consideration *divided by* (b) the average closing trading price of a Parent Affiliate Share as quoted on the New York Stock

Exchange over the ten (10) consecutive trading days ending on (and including) the date that is the last trading day prior to the Closing Date (rounded up to the nearest four decimal places).

"Exchange Stockholders" means the Stockholders set forth on Schedule 1.1(b).

"Exon-Florio" means the Exon-Florio amendments to the Omnibus Trade and Competitiveness Act of 1988, as amended by the Defense Authorization Act for Fiscal Year 1993, as amended, the Foreign Investment and National Security Act of 2007 and Sec. 721 of Title VII of the Defense Production Act of 1950 (50 U.S.C. App. 2170), as amended.

"Exon-Florio Filing" means a final joint voluntary notice filed with CFIUS in accordance with Exon-Florio.

"FTC" means the U.S. Federal Trade Commission.

"Fully Diluted Share Number" means the sum of (without duplication) the aggregate number of shares of Company Capital Stock (a) outstanding as of immediately prior to the Effective Time on an as-converted to Company Common Stock basis (including shares of Company Capital Stock underlying Vested Company Restricted Stock Unit Awards that become settled immediately prior to the Effective Time pursuant to Section 3.2(c), but excluding shares of Company Capital Stock to be cancelled in accordance with Section 3.1(b) and including the Exchange Shares), (b) issuable upon exercise of all Company Stock Options outstanding as of immediately prior to the Effective Time (but excluding any Vested Company Stock Options that are cancelled, or deemed cancelled, for no consideration immediately prior to the Effective Time), and (c) issuable upon exercise of the Company Warrants outstanding immediately prior to the Effective Time.

"Fundamental Representations" means the representations and warranties contained in Section 4.1 (*Organization and Good Standing*), Section 4.2 (*Authorization of Agreement*), Section 4.4 (*Capitalization*) and Section 4.5 (*Subsidiaries*).

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"General Escrow Fund" means the escrow fund established by deposit of the General Escrow Amount with the Escrow Agent in accordance with the terms of this Agreement, which funds are to be administered by the Escrow Agent pursuant to the provisions of this Agreement and the Escrow Agreement.

"General Escrow Release Date" means the date that is eighteen (18) months after the Closing Date.

"Government Contract" means any prime contract, subcontract, basic ordering agreement, teaming agreement, joint venture agreements, strategic alliance agreements, pricing agreement, letter contract, purchase order or delivery order of any kind, and all amendments, modifications and options thereunder or relating thereto, (a) that is currently active in performance or that has been active in performance at any time prior to the Closing Date or (b)

for which the right of the Governmental Authority or a higher-tier contractor to review, audit or investigate has not expired, with any Governmental Authority, as well as any subcontract or other agreement by which (i) the Company or any of its Subsidiaries has agreed to provide goods or services to a prime contractor, to a Governmental Authority or to a higher-tier subcontractor or (ii) a subcontractor or vendor has agreed to provide goods or services to the Company or any of its Subsidiaries, where, in either event, to the Knowledge of the Company, such goods or services ultimately will benefit or be used by a Governmental Authority.

"Governmental Authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, instrumentality or authority thereof, or any court or arbitral body, exercising executive, legislative, judicial, military, regulatory or administrative functions, in each case, whether federal, state, local or foreign, including any securities exchange.

"Hazardous Material" means any substance, material or waste that is regulated, classified or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive" or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold and urea formaldehyde insulation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Identified Stockholders" means the Stockholders set forth on Schedule 1.1(c).

"Inbound Intellectual Property Contracts" means Contracts pursuant to which any Person has licensed or sublicensed any Intellectual Property or Technology to the Company or any of its Subsidiaries or granted to the Company or any of its Subsidiaries any immunity, authorization, covenant not to sue or other right with respect to any Intellectual Property or Technology.

"Indebtedness" with respect to a Person and as of a specific date, means without duplication, the principal, accreted value, unpaid interest, prepayment and redemption premiums or penalties (including breakage costs, penalties and fees), if any, unpaid fees or expenses and other monetary obligations, whether contingent or otherwise, as of such time in respect of (a) all indebtedness of such Person for borrowed money (including with respect to deposits or advances of any kind) or for the deferred or unpaid purchase price of property, services, assets or securities in respect of which such Person is liable (including "earn-outs," indemnities and "seller notes" payable with respect to the acquisition of any business, assets or securities), (b) any other indebtedness of such Person that is evidenced by a note, bond, debenture or similar instrument or commercial paper (including a purchase money obligation but excluding, for the avoidance of doubt, leased assets not otherwise included in this definition), (c) all deferred obligations of such Person to reimburse any bank or other Person in respect of amounts paid or advanced under a letter of credit (to the extent drawn upon), surety bond, performance bond or other instrument, (d) all indebtedness of others guaranteed, directly or indirectly, by such Person or as to which such Person has an obligation (contingent or otherwise)

that is substantially the economic equivalent of a guarantee, (e) all obligations of such Person under financing or capital leases, as defined under GAAP, (f) all indebtedness of others secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on any property or assets of such Person (whether or not such obligation is assumed by such Person), (g) the aggregate Liability pursuant to any derivative instruments, including any interest rate or currency swaps, any hedge caps, collars, options, futures or purchase or repurchase obligations or other similar derivative instruments, (h) any declared but unpaid dividends and (i) any item set forth on Schedule 1.1(d); provided that any item included in "Net Working Capital" shall not be included in "Indebtedness" or as a "Transaction Expense."

"Indemnified Taxes" means (a) Taxes for which the Company or any of its Subsidiaries is liable for any taxable period (or portion thereof) ending on or before the Closing Date, including Taxes for which the Company or any of its Subsidiaries would have been liable with respect to such period but for the fact that, in lieu of such liability, Tax attributes of Parent or its Affiliates (including the Surviving Corporation and its Subsidiaries following the Merger) obtained during taxable periods (or portions thereof) following the Closing were reduced and (b) Taxes resulting from the transactions contemplated by this Agreement (including Transfer Taxes allocable to the Indemnitors pursuant to Section 7.6(b), except, in the case of each of (a) and (b), to the extent such Taxes were taken into account in determining Net Working Capital. For purposes of the foregoing, in the case of a taxable period that begins on or before, and ends after, the Closing Date (a "Straddle Period"), the amount of Taxes of the Company or any of its Subsidiaries that are allocable to the portion of a Straddle Period ending on and including the Closing Date shall be determined by assuming that the Straddle Period consisted of two taxable years or periods, one of which ended at the close of the Closing Date and the other of which began at the beginning of the day following the Closing Date, and (i) Taxes based on, or computed with respect to, net income or earnings, gross income or earnings, capital or net worth, or any other Taxes resulting from or imposed on, sales, receipts, uses, transfers or assignments of property or other assets, payments or accruals to other Persons (including wages) or any other similar transaction or transactions of the Company or such Subsidiary for the Straddle Period shall be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books of the Company or such Subsidiary were closed at the close of the Closing Date and that all Transaction Expenses were incurred during the portion of the Straddle Period ending on the Closing Date and (ii) in the case of all other Taxes, such Taxes shall be apportioned between such two taxable years or periods on a daily basis. For purposes of this definition of Indemnified Taxes, whenever it is necessary to determine the liability for Taxes of a United States shareholder (within the meaning of Section 951(b) of the Code) of a controlled foreign corporation (within the meaning of Section 957 of the Code) attributable to amounts included in the income of such United States shareholder under Section 951 of the Code for the taxable year or period of such controlled foreign corporation that begins on or before and ends after the Closing Date, the determination of liability for any such Taxes shall be made by assuming that the taxable year or period of the controlled foreign corporation consisted of two taxable years or periods, one which ended at the close of the Closing Date and the other of which began at the beginning of the day following the Closing Date and relevant items of income, gain, deduction, loss or credit of the controlled foreign corporation shall be allocated between such two taxable years or periods on a "closing of the books basis" by treating the Tax year of the controlled foreign corporation as ending on the Closing Date; provided that Subpart F income

(within the meaning of Section 952 of the Code) of the controlled foreign corporation shall be determined without regard to Section 952(c) of the Code.

"Institution" means any national, multi-national, bi-national or international governmental organization, governmental research center, university, college, other educational institution, foundation, research center or non-profit institution.

"Intellectual Property" means any rights (anywhere in the world, whether statutory, common law or otherwise) relating to, arising from or associated with Technology, including (a) Patents, (b) Copyrights, (c) registered and unregistered rights with respect to Software, including registrations thereof and applications therefor, (d) industrial design rights and registrations thereof and applications therefor, (e) rights with respect to Trademarks, and all registrations thereof and applications therefor, (f) rights with respect to Domain Names, including registrations thereof and applications therefor, (g) rights with respect to Confidential Information, including rights to limit the use or disclosure thereof by any Person, (h) rights with respect to Data or Databases, including registrations thereof and applications therefor, and (i) any rights equivalent or similar to any of the foregoing. Without limiting the foregoing, "Intellectual Property" includes rights to derivatives, improvements, modifications, enhancements, revisions and releases relating to any of the foregoing, claims and causes of action arising out of or related to infringement, misappropriation or violation of any of the foregoing.

"Intellectual Property Contracts" means Inbound Intellectual Property Contracts and Outbound Intellectual Property Contracts.

"Interim Breach" shall occur when any representation or warranty of the Company in Article IV, that is true, correct and complete on the date of this Agreement, fails to be true, correct and complete as of the Closing (as if made on and as of such time, unless given as of a specified date, then at and as of such date).

"Interim Escrow Fund" means the escrow fund established by deposit of the Interim Escrow Amount with the Escrow Agent in accordance with the terms of this Agreement, which funds are to be administered by the Escrow Agent pursuant to the provisions of this Agreement and the Escrow Agreement.

"Interim Escrow Release Date" means the date that is fourteen (14) days after the Closing Date.

"IRS" means the Internal Revenue Service of the United States.

"Key Employees" means the employees set forth on Schedule 1.1(e)(i) and Schedule 1.1(e)(ii).

"Key Employees 1" means the employees set forth on Schedule 1.1(e)(i).

"Key Employees 2" means the employees set forth on Schedule 1.1(e)(ii).

"Knowledge" means, with respect to any Person, the actual knowledge, after reasonable and diligent investigation, of the specified Person. In the case of the Knowledge of the Company, "Knowledge" shall mean the actual knowledge, after reasonable and diligent investigation, of the Persons set forth on Schedule 1.1(f).

"Law" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation, treaty, executive order, Order or other legal requirement enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Legal Proceeding" means any suit, claim, action, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, arbitrator, mediator, other Governmental Authority or any other Person.

"Liability" means, with respect to any Person, any debt, loss, damage, liability or obligation (of any kind, character or description, whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, executory or due or to become due, and whether in contract, tort, strict liability or otherwise), including all costs and expenses relating thereto.

"Licensed Company Intellectual Property" means any Intellectual Property non-exclusively licensed to the Company or any of its Subsidiaries by any Person (or subject to a nonexclusive covenant not to sue granted in favor of the Company or any of its Subsidiaries by any Person) that is used, held or practiced by the Company or any of its Subsidiaries.

"Licensed Company Technology" means any Technology non-exclusively licensed to the Company or any of its Subsidiaries by any Person (or subject to a nonexclusive covenant not to sue granted in favor of the Company or any of its Subsidiaries by any Person) that is used, held or practiced by the Company or any of its Subsidiaries.

"Lien" means any lien, pledge, mortgage, deed of trust, preemptive right, security interest, equitable interest, claim, lease, license, charge, condition, option, pledge, hypothecation, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any stockholder or similar agreement, encumbrance or any other restriction or limitation whatsoever.

"Losses" means any deficiencies, judgments, settlements, losses, damages (whether direct, indirect, incidental or consequential), interest, fines, penalties, Taxes, costs and expenses (including reasonable legal, accounting and other costs and expenses of professionals) incurred in connection with investigating, defending, settling or satisfying any demands, claims, actions, causes of action, suits, proceedings, assessments, judgments or appeals, and in seeking indemnification, compensation or reimbursement therefor; provided that "Losses" shall not

include punitive, exemplary or special damages, except to the extent such damages are awarded to a third party and payable by an Indemnitee in connection with a third-party claim.

"Material Adverse Effect" means any change, effect, event, occurrence or development (each, an "Effect") that has had, or would reasonably be expected to have, individually or in the aggregate, (a) a material adverse effect on the business, assets, properties, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (b) a material adverse effect on the ability of the Company to consummate the Merger or perform its obligations under this Agreement; provided that no Effect (by itself or when aggregated with any other Effect) resulting from, arising out or relating to any of the following shall be deemed to constitute a Material Adverse Effect or be taken into account when determining whether a "Material Adverse Effect" has occurred or may, would or could occur: (i) any Effect (including any loss of employees, any Legal Proceeding or any disruption in supplier, distributor, partner, customer or similar relationships) to the extent resulting from or arising out of the execution, delivery, announcement or performance of this Agreement or the announcement, pendency or anticipated consummation of the Merger, (ii) any action taken by the Company, or the failure to take any action by the Company, that is: (A) specifically required by this Agreement to be taken or specifically prohibited to be taken pursuant to this Agreement, (B) consented to by Parent in writing or (C) taken or not taken at the written request of Parent or (iii) to the extent that such conditions or changes do not disproportionately affect the Company relative to other participants in the industries and geographic locations in which the Company participates, (A) any Effect resulting from or arising out of general economic, business, regulatory, market or political conditions or changes in such conditions (including acts of terrorism or war), (B) any Effect resulting from or arising out of changes in GAAP or applicable Law after the date of this Agreement, (C) any Effect resulting from or arising out of changes resulting from a declaration of a national emergency or war or the occurrence of any military attack or (D) any Effect resulting from or arising out of any failure by the Company and its Subsidiaries to meet any internal or external projections, budgets, forecasts, or estimates in respect of revenue profitability, cash flow or position, earnings or other financial or operating metric for any future period (it being understood that the underlying cause(s) of any such failure may be taken into account unless otherwise excluded by this definition).

"Measurement Time" means 11:59 p.m. Pacific Time on the day immediately preceding the Closing Date.

"Net Working Capital" is defined in, and shall be calculated in accordance with the formula, policies and procedures set forth in the Net Working Capital Schedule.

"Net Working Capital Target" means ($130,000,000).

"Net Working Capital Schedule" means Schedule 1.1(g).

"Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License. For the avoidance of doubt, "Open Source Licenses" include Copyleft Licenses.

"Open Source Materials" means any Software or other Technology subject to an Open Source License.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or other similar requirement or agreement enacted, adopted, promulgated or applied by any Governmental Authority.

"Ordinary Course of Business" means the ordinary and usual course of operations of the business of the Company through the date hereof consistent with past practice.

"Outbound Intellectual Property Contracts" means Contracts pursuant to which the Company or any of its Subsidiaries has licensed or sublicensed any Company Intellectual Property or Company Technology to any Person or granted to any Person any immunity, authorization, release, covenant not to sue or other right with respect to any Company Intellectual Property or Company Technology.

"Owned Company Intellectual Property" means any Company Intellectual Property that is owned or exclusively licensed by, or purported to be owned or exclusively licensed by, the Company or any of its Subsidiaries.

"Owned Company Technology" means any Company Technology that is owned or exclusively licensed by, or purported to be owned or exclusively licensed by, the Company or any of its Subsidiaries.

"Patents" means any domestic or foreign patents, utility models and applications, drafts and disclosures relating thereto (and any patents or utility models that issue as a result of such applications, drafts and disclosures) and any reissues, divisions, divisionals, continuations, continuations-in-part, provisionals, renewals, extensions, substitutions, reexaminations or invention registrations related to such patents, utility models and applications.

"Payment Fund Release Date" means the date that is six (6) months after the Closing Date.

"Payroll Processor" means the payroll processor of the Surviving Corporation or such other payroll processor engaged by the Surviving Corporation or its Affiliates to make the applicable payments under this Agreement.

"Per Share Consideration" means the quotient of (a) an amount equal to the Net Merger Consideration *plus* the Aggregate Escrow Amount, *divided by* (b) the Adjusted Fully Diluted Share Number.

"Per Share Escrow Contribution" means with respect to a share of Company Capital Stock, the Per Share Consideration *multiplied by* the Escrow Percentage.

"Permits" means any approvals, authorizations, consents, licenses, permits, waivers, certificates, registrations or other authorizations of a Governmental Authority.

"Permitted Encumbrances" means (a) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent and for which an adequate reserve has been established therefor in the Financial Statements, (b) landlords', suppliers', mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business and that are not material to the business, operations and financial condition of the Company Property so encumbered and that are not resulting from a breach, default or violation by the Company of any Contract or Law, (c) all pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation arising in the Ordinary Course of Business and that are not material to the business, operations and financial condition of the Company Property so encumbered and that are not resulting from a breach, default or violation by the Company of any Contract or Law, (d) Liens as reflected in Financial Statements or notes thereto, (e) building, zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities that are not material to the business, operations and financial condition of the Company Property so encumbered and that are not resulting from a breach, default or violation by the Company of any Contract or Law, (f) non-exclusive licenses to third parties in the Ordinary Course of Business, (g) Liens contained in the Stockholder Agreements, and (h) Liens that will be released and discharged at or prior to the Closing.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"Personal Information" means, in addition to any definition provided by the Company or any of its Subsidiaries for any similar term (*e.g.*, "personal data," "personally identifiable information" or "PII") in any Company privacy policy or other public-facing statement, all information regarding an individual person, to the extent such information is regulated under any applicable Laws, including information that identifies an individual, including name, physical address, telephone number, email address, financial account number or government-issued identifier (including Social Security number and driver's license number), and any other information used or intended to be used to identify, contact or precisely locate an individual (*e.g.*, geolocation data). Without limiting the foregoing, "Personal Information" includes information in any form, including paper, electronic and other forms.

"Restricted Cash" means any cash and cash equivalents of the Company and its Subsidiaries which are not freely usable due to restrictions, limitations or Taxes on use or distribution by Law, Contract or otherwise, including, without limitation, restrictions on dividends and repatriations, but excluding the foreign payroll account in the Republic of Ireland, Australia and Japan.

"SEC" shall mean the United States Securities and Exchange Commission, together with its staff.

"Series A Preferred Stock" means shares of Series A Preferred Stock of the Company, par value $0.0001 per share.

"Series B Preferred Stock" means shares of Series B Preferred Stock of the Company, par value $0.0001 per share.

"Series C Preferred Stock" means shares of Series C Preferred Stock of the Company, par value $0.0001 per share.

"Series D Preferred Stock" means shares of Series D Preferred Stock of the Company, par value $0.0001 per share.

"Social Media Accounts" means any accounts, profiles, pages, feeds, registrations and other presences on or in connection with any (a) social media or social networking website or online service, (b) blog or microblog, (c) mobile application, (d) photo, video or other content-sharing website, (e) virtual game world or virtual social world, (f) rating and review website, (g) wiki or similar collaborative content website or (h) message board, bulletin board or similar forum.

"Software" means all (a) computer programs and other software, including firmware and microcode, and including software implementations of algorithms, heuristics, models and methodologies, whether in source code, object code or other form, including libraries, frameworks, software development kits and tools, application programming interfaces, subroutines and other components thereof, (b) computerized Databases and other computerized compilations and collections of Data or information, including all Data, information and metadata included in such Databases, compilations or collections, (c) screens, user interfaces, command structures, report formats, templates, menus, buttons and icons related to any of the foregoing, (d) descriptions, flow-charts, architectures, development tools and other materials used to design, plan, organize and develop any of the foregoing and (e) all documentation, including development, diagnostic, support, user and training documentation related to any of the foregoing.

"Specified Antitrust Authorities" shall mean the FTC and the Antitrust Division.

"Stockholder Agreements" means (a) the Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement, the Seventh Amended and Restated Investors' Rights Agreement and the Sixth Amended and Restated Voting Agreement between the Company and the other parties thereto and (b) the Contracts set forth on Section 4.4(c) of the Company Disclosure Schedule.

"Subsidiary" when used with respect to any party, shall mean any corporation, limited liability company, partnership, association, trust or other entity the accounts of which would be consolidated with those of such party in such party's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power (or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests) are, as of such

date, owned by such party or one (1) or more Subsidiaries of such party or by such party and one (1) or more Subsidiaries of such party.

"Tax Return" means any return, report, form, schedule, declaration, claim for refund, statement or other document (including any related or supporting schedule, statement or information and including any amendment thereof) filed or required to be filed, or maintained or required to be maintained, in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Tax" or "Taxes" means (a) all federal, state, local or foreign taxes, charges, fees, imposts, levies, duties or other assessments in the nature of a tax, including net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real property, personal property, unclaimed property, estimated or other taxes of any kind whatsoever, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a) and (c) any Liability in respect of any items described in clauses (a) or (b) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof of any analogous or similar provision under Law) or otherwise.

"Taxing Authority" means the IRS and any other Governmental Authority responsible for the administration, collection or determination of any Tax.

"Technology" means any (a) technology, formulae, algorithms, procedures, processes, methods, techniques, systems, know-how, ideas, creations, inventions and invention disclosures, discoveries, and improvements (whether patentable or unpatentable and whether or not reduced to practice), (b) technical, engineering, manufacturing, product, marketing, servicing, financial, supplier, personnel, and other information, research, and materials, (c) specifications, designs, models, devices, prototypes, schematics, manuals and development tools, (d) Software, content, and other Works of Authorship, (e) Data, (f) Databases, (g) Trademarks, (h) Domain Names, (i) Confidential Information and (j) tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

"Trade Laws" means any Law promulgated or enforced by the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of Commerce or any other department or agency of the United States federal government, the UK Bribery Act, the United States Foreign Corrupt Practices Act of 1977, the OECD Convention on Combating Bribery of Foreign Public Officials in Business Transactions, the Arms Export Control Act, the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Export Administration Act, the Tariff Act of 1930, the Export Administration Regulations, the International Traffic in Arms Regulations, the regulations administered by U.S. Customs and Border Protection, or any other similar trade Law applicable to the activities of the Company.

"Trademarks" means unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress, symbols, logos, trade names, business names, corporate names, product names and other source or business identifiers and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing.

"Transaction Documents" means this Agreement and each agreement, document, certificate and instrument executed by the parties hereto in connection herewith.

"Transaction Expenses" means, to the extent not paid by the Company or otherwise prior to the Closing, any (whether or not disclosed) (a) unpaid costs, fees and expenses of outside professionals incurred by the Company or any of its Subsidiaries in connection with the negotiation, execution and consummation of the transactions contemplated hereby, including all legal fees, accounting, management or other similar fees and investment banking fees and expenses, (b) costs, fees, expenses, premium and other costs related to the Tail Policy pursuant to Section 7.9(b), (c) unpaid payment obligations of the Company or any of its Subsidiaries that become due on or prior to the Closing Date as a result of the consummation of the transactions contemplated hereby under any severance, sale bonus, change in control, transaction bonus or similar agreement or arrangement with any current or former employee, director, consultant or independent contractor of the Company or any of its Subsidiaries existing at or prior to the Effective Time and the employer portion of any employment, payroll or similar Taxes attributable to the amounts payable with respect thereto (which includes the employer portion of employment Taxes payable with respect to the cash out of all Vested Company Stock Options and the settlement of all Vested Company Restricted Stock Unit Awards at the Effective Time, in each case pursuant to Section 3.2), and (d) the Indemnitor's portion of the Transfer Taxes as set forth in Section 7.6(b); provided that the foregoing clauses (a) through (d) will not include any fees, expenses or disbursements incurred by Parent or its Affiliates, including the fees and expenses of Parent's attorneys, accountants and other advisors; provided, further, that any item included in "Net Working Capital" shall not be included in "Indebtedness" or as a "Transaction Expense." The term "Transaction Expenses" does not include (i) any severance payments arising as a result of any termination of employment that occurs after the Closing, (ii) any success, retention or similar bonuses awarded or committed to be paid by Parent or any of its Affiliates (including awards or commitments made by the Company after the Closing), (iii) the fees and expenses of the Paying Agent and the Escrow Agent or (iv) costs, fees, expenses, premium and other costs related to the Data Tail Policy.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar foreign, state or local Laws.

"Works of Authorship" means Software, register-transfer-level and gate-level descriptions, netlists, documentation, scripts, verification components, test suites, websites, content, images, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings and other works of authorship and copyrightable subject matter.

1.2 Cross Reference Table. The following terms defined elsewhere in this Agreement in the Sections set forth below shall have the respective meaning therein defined:

Term	Definition
"280G Approval"	Section 7.11
"280G Waiver"	Section 7.11
"Accounting Arbitrator"	Section 3.11(b)
"Actual Cash"	Section 3.11(a)
"Actual Indebtedness"	Section 3.11(a)
"Actual Net Working Capital"	Section 3.11(a)
"Actual Transaction Expenses"	Section 3.11(a)
"Adjusted Merger Consideration"	Section 3.11(c)
"Adjustment Certificate"	Section 3.11(a)
"Advisory Group"	Section 10.6(c)
"Affidavit of Loss"	Section 3.8
"Agreed Amount"	Section 10.3(f)
"Agreement"	Preamble
"Allocation Schedule"	Section 3.3(b)
"Anti-bribery Laws"	Section 4.23(a)
"Balance Sheet"	Section 4.7(a)
"Balance Sheet Date"	Section 4.7(a)
"Carryover Interim Losses"	Section 10.2(d)
"CCC"	Section 3.15
"Certificate of Merger"	Section 2.3
"Certificate Surrender Documents"	Section 3.7(a)
"Certificates"	Section 3.7(a)
"Claim Notice"	Section 10.3(b)
"Claimed Amount"	Section 10.3(c)
"Classified Information"	Section 4.23(d)
"Closing"	Section 2.2
"Closing Date"	Section 2.2
"Company"	Preamble
"Company Bylaws"	Section 4.6(a)
"Company Charter"	Section 4.6(a)
"Company Charter Documents"	Section 4.6(a)
"Company Closing Certificate"	Section 8.3(d)
"Company Contracts"	Section 4.14(a)
"Company DC Plan"	Section 7.7(a)
"Company Disclosure Schedule"	Article IV
"Company Plans"	Section 4.15(a)
"Company Property"	Section 4.11(a)
"Company Requisite Votes"	Section 4.2(c)
"Company Restricted Stock Unit Award"	Section 3.2(c)
"Company Stock Option"	Section 3.2(a)
"Company Warrant"	Section 3.2(e)
"Comparable Offer Letter"	Section 8.3(i)

"Confidentiality Agreement"	Section 7.2
"Contested Amount"	Section 10.3(d)
"Critical Employee Employment Agreements"	Recitals
"Current Government Contracts"	Section 4.14(c)
"Datasite"	Section 1.3(h)
"Data Tail Policy"	Section 7.12
"D&O Indemnified Persons"	Section 7.9(a)
"DGCL"	Section 2.1
"Dispute Notice"	Section 3.11(b)
"Dispute Period"	Section 10.3(d)
"Dissenting Shares"	Section 3.15
"Dissenting Stockholders"	Section 3.15
"Downward Closing Net Working Capital Adjustment"	Section 3.4
"DPA"	Section 1.1
"Effect"	Section 1.1
"Effective Time"	Section 2.3
"Escrow Agreement"	Section 3.5(a)
"Estimated Cash"	Section 3.3(a)
"Estimated Indebtedness"	Section 3.3(a)
"Estimated Net Working Capital"	Section 3.3(a)
"Estimated Transaction Expenses"	Section 3.3(a)
"Exchange Agreement"	Recitals
"Exchange Shares"	Section 3.1(g)
"Existing Representation"	Section 11.10(a)
"Export Approvals"	Section 4.23(b)
"FAR Ethics Rules"	Section 4.14(c)
"Final Cash"	Section 3.11(b)
"Final Indebtedness"	Section 3.11(b)
"Final Net Working Capital"	Section 3.11(b)
"Final Transaction Expenses"	Section 3.11(b)
"Financial Controls"	Section 4.7(d)
"Financial Statements"	Section 4.7(a)
"General Basket"	Section 10.2(c)
"General Escrow Amount"	Section 3.5(a)
"General Escrow Release Amount"	Section 3.5(c)
"General Escrow Retained Amount"	Section 3.5(c)
"Grant Date"	Section 4.4(d)
"Government Contract Bids"	Section 4.14(c)
"Guaranteed Obligations"	Section 11.9
"Indemnification Claim"	Section 10.2(b)
"Indemnitees"	Section 10.2(a)
"Indemnitors"	Section 10.2(a)
"Information Statement"	Section 6.5
"Interim Basket"	Section 10.2(c)
"Interim Escrow Amount"	Section 3.5(a)

“Interim Escrow Release Amount”	Section 3.5(b)
“Interim Escrow Retained Amount”	Section 3.5(b)
“Invention Assignment Agreements”	Section 4.13(h)
“Joinder Agreements”	Recitals
“Letter of Transmittal”	Section 3.7(a)
“Merger”	Recitals
“Merger Sub”	Preamble
“Negative Adjustment Amount”	Section 3.11(c)
“Net Merger Consideration”	Section 3.4
“Net Working Capital Rebate”	Section 3.4
“Off-the-Shelf Software”	Section 4.13(p)
“Offer Letters”	Section 3.16(a)
“Parent”	Preamble
“Parent Affiliate”	Preamble
“Parent Affiliate Shares”	Recitals
“Parent Plan”	Section 7.7(c)
“Pay-Off Documents”	Section 3.3(b)
“Paying Agent”	Section 3.6(a)
“Payment Fund”	Section 3.6(b)
“PCI DSS”	Section 4.27(b)
“Positive Adjustment Amount”	Section 3.11(c)
“Personal Property Leases”	Section 4.12(b)
“Post-Closing Representation”	Section 11.10(a)
“Pre-Closing Privileges”	Section 11.10(b)
“Preliminary Closing Statement”	Section 3.3(a)
“Privacy Policy”	Section 4.27(a)
“Privileged Materials”	Section 11.10(c)
“Product Enhancements”	Section 7.13
“Protected Data”	Section 4.27(c)
“Real Property Lease”	Section 4.11(a)
“Replacement Restricted Stock Unit Award”	Section 3.2(d)
“Replacement Stock Option”	Section 3.2(b)
“Representative”	Preamble
“Representative Amount”	Section 3.5(d)
“Representative Engagement Agreement”	Section 10.6(c)
“Representative Fund”	Section 3.5(d)
“Representative Losses”	Section 10.6(c)
“Representative Release Amount”	Section 3.5(d)
“Response Notice”	Section 10.3(d)
“Securities Act”	Section 4.4(a)
“Security Practices”	Section 4.27(c)
“Social Media Account Names”	Section 4.28
“Specified Matters”	Section 10.2(a)
“Standards Organizations”	Section 4.13(g)
“Stipulated Amount”	Section 10.3(g)
“Stockholders”	Recitals

"Stockholder Nominated Director"	Section 7.9(c)
"Survival Period"	Section 10.1
"Surviving Corporation"	Section 2.1
"Systems"	Section 4.13(aa)
"Tail Policy"	Section 7.9(b)
"Third-Party Payment Information"	Section 3.3(b)
"Top Customer"	Section 4.25
"Top Supplier"	Section 4.25
"Transfer Taxes"	Section 7.6(b)
"Unvested Company Restricted Stock Unit Award"	Section 3.2(d)
"Unvested Company Stock Option"	Section 3.2(b)
"Upward Closing Net Working Capital Adjustment"	Section 3.4
"Vested Company Restricted Stock Unit Award"	Section 3.2(c)
"Vested Company Stock Option"	Section 3.2(a)
"Vested Option Payout"	Section 3.2(a)
"Viruses"	Section 4.13(z)
"Waived 280G Benefits"	Section 7.11
"Warrant Payout"	Section 3.2(f)
"Warrantholder"	Section 3.2(f)
"Written Consent"	Recitals

1.3 Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. References to "days" are to calendar days; provided that any action otherwise required to be taken on a day that is not a Business Day shall instead be taken on the next Business Day. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Any reference in this Agreement to "$" or "dollars" shall mean United States dollars.

(c) Exhibits/Schedules. The exhibits and schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any schedule or exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(d) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement, unless otherwise specified.

(f) Herein. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(g) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Made Available. The words "made available" mean, as it relates to documents or other materials, that the subject documents or other materials were either (i) included in and available in the "Due Diligence (Cabo)" folder of the "Project Lambda" online datasite hosted by Donnelley Financial Solutions Venue (the "Datasite") at least one (1) Business Day prior to the date hereof or (ii) provided to Parent, Parent Affiliate or their representatives outside of the Datasite and set forth on Section 1.3(h) of the Company Disclosure Schedule.

(i) Negotiation and Drafting. Each party hereto acknowledges that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement and the Transaction Documents in their entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(j) Updates. Except as otherwise set forth herein, any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including by succession of comparable successor Laws and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

(k) Or. Where the context so permits, the word "or" means "and/or."

ARTICLE II

THE MERGER

2.1 The Merger. At the Effective Time and upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL"), Merger Sub shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and as a wholly owned subsidiary of Parent.

2.2 Closing. Unless this Agreement is earlier terminated pursuant to Article IX, the closing of the Merger (the "Closing") shall take place on a date and time to be specified by the parties, which shall be no later than the second (2nd) Business Day after the satisfaction or waiver of each of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) or at such other date and time as the parties hereto may agree (the "Closing Date"). The Closing shall take place at the offices of Morrison & Foerster LLP, 425 Market Street, San Francisco, California 94105, or at such other location (or virtually through electronic transfer) as the parties hereto may agree.

2.3 Effective Time. At the Closing, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger in substantially the form attached hereto as Exhibit D (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of the DGCL. The Merger shall become effective at the time that the Certificate of Merger is filed and accepted by the Secretary of State of the State of Delaware or at such later time as is agreed to by Parent and the Company and specified in the Certificate of Merger (the "Effective Time").

2.4 Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation, and the Surviving Corporation shall be a wholly owned subsidiary of Parent.

2.5 Certificate of Incorporation; Bylaws. At the Effective Time, the Company Charter, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety as set forth on Exhibit A to the Certificate of Merger and shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided by the DGCL and such certificate of incorporation. At the Effective Time, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by the DGCL, the certificate of incorporation and such bylaws, except that all references to Merger Sub therein shall be changed to references to the Surviving Corporation.

2.6 Directors and Officers. From and after the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

ARTICLE III

CONVERSION OF SHARES; EXCHANGE

3.1 Conversion; Allocation of Merger Consideration. At the Effective Time and on the terms and subject to the conditions of this Agreement, including those set forth in Section 10.2:

(a) each share of common stock, par value $0.01 per share, of Merger Sub outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub or the Company, be converted into one (1) validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation;

(b) each share of Company Capital Stock held by the Company in its treasury or by Parent, Merger Sub or any other Subsidiary of Parent shall be cancelled and extinguished without any conversion thereof, and no cash or other consideration shall be delivered or deliverable in exchange therefor;

(c) each share of Series A Preferred Stock outstanding immediately prior to the Effective Time shall automatically be deemed to convert into Company Common Stock in accordance with the Company Charter immediately prior to the consummation of the Merger and shall be treated in accordance with Section 3.1(h);

(d) each share of Series B Preferred Stock outstanding immediately prior to the Effective Time shall automatically be deemed to convert into Company Common Stock in accordance with the Company Charter immediately prior to the consummation of the Merger and shall be treated in accordance with Section 3.1(h);

(e) each share of Series C Preferred Stock outstanding immediately prior to the Effective Time shall automatically be deemed to convert into Company Common Stock in accordance with the Company Charter immediately prior to the consummation of the Merger and shall be treated in accordance with Section 3.1(h);

(f) each share of Series D Preferred Stock outstanding immediately prior to the Effective Time shall automatically be deemed to convert into Company Common Stock in accordance with the Company Charter immediately prior to the consummation of the Merger and shall be treated in accordance with Section 3.1(h);

(g) each share of Company Common Stock outstanding immediately prior to the Effective Time that (i) is owned, beneficially or of record, by any Exchange Stockholder and (ii) is contemplated by an Exchange Agreement to continue to be outstanding as

a Parent Affiliate Share or fraction thereof (each such share, a "Exchange Share") shall be exchanged for Parent Affiliate Shares in accordance with the terms and conditions of the Exchange Agreement immediately prior to the consummation of the Merger; and

(h) each share of Company Common Stock outstanding immediately prior to the Effective Time (other than Dissenting Shares, shares to be cancelled in accordance with Section 3.1(b) and Exchange Shares, but including shares of Company Common Stock that are issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock that are deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f)) shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any Stockholder, be converted into the right to receive (i) at the Closing, an amount in cash equal to the Per Share Consideration *minus* the Per Share Escrow Contribution, without interest, *plus* (ii) any cash disbursements, if and when, required to be made from the Interim Escrow Fund with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such share of Company Common Stock), without interest; provided that any amounts payable pursuant to clause (ii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iii) any cash disbursements, if and when, required to be made from the General Escrow Fund with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such share of Company Common Stock), without interest; provided that any amounts payable pursuant to clause (iii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iv) any cash disbursements, if and when, made from the Representative Amount with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such share of Company Common Stock), without interest, *plus* (v) any cash disbursements, if and when, made from the Positive Adjustment Amount with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount), without interest.

3.2 Company Stock Options; Company Restricted Stock Unit Awards; Company Warrants.

(a) Vested Company Stock Options. Immediately prior to, but contingent upon, the Effective Time, the portion of each then outstanding option to purchase one or more shares of Company Common Stock (each, a "Company Stock Option") that is then vested (such portion, a "Vested Company Stock Option") shall be cancelled as of the Effective Time and the holder thereof shall cease to have any rights with respect thereto, except the right to receive the cash consideration payable in respect thereof, as set forth in this Section 3.2(a). In exchange for such cancellation, each holder of a Vested Company Stock Option shall be entitled to receive, with respect to each Vested Company Stock Option held by such holder immediately prior to the Effective Time, (i) as part of the next full payroll cycle of the Surviving Corporation, to be run in no event later than fourteen (14) Business Days following the Closing Date, an amount in cash, net of any required withholdings and without interest, equal to (A) the Per Share Consideration, *multiplied by* the aggregate number of shares of Company Common Stock subject

to such Vested Company Stock Option, *minus* (B) the aggregate exercise price payable upon the exercise of such Vested Company Stock Option (the result of the foregoing clauses (A) and (B) shall be referred to as the "Vested Option Payout") *minus* (C) such Vested Option Payout *multiplied by* the Escrow Percentage, without interest, *plus* (ii) any cash disbursements, if and when, required to be made from the Interim Escrow Fund with respect to such Vested Company Stock Option to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Vested Option Payout), without interest; provided that any amounts payable pursuant to clause (ii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iii) any cash disbursements, if and when, required to be made from the General Escrow Fund with respect to such Vested Company Stock Option to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Vested Option Payout), without interest; provided that any amounts payable pursuant to clause (iii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iv) any cash disbursements, if and when, made from the Representative Amount with respect to such Vested Company Stock Option to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Vested Option Payout), without interest, *plus* (v) any cash disbursements, if and when, made from the Positive Adjustment Amount with respect to such Vested Company Stock Option to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Vested Option Payout), without interest. For the avoidance of doubt, if the per share exercise price payable in respect of a share of Company Common Stock subject to a Vested Company Stock Option exceeds the Base Per Share Consideration, such Vested Company Stock Option shall be cancelled for no consideration immediately prior to the Effective Time, and the holder thereof shall have no further rights with respect thereto. The Company shall, promptly after the date hereof and in any event prior to the Closing, take or cause to be taken all actions (including providing any notices and procuring any consents) that are required or are otherwise reasonably necessary or appropriate to cause the Vested Company Stock Options to be treated in accordance with this Section 3.2(a).

(b) Unvested Company Stock Options. Immediately prior to, but contingent upon, the Effective Time, the portion of each then outstanding Company Stock Option that is then unvested and remains outstanding at such time (such portion, an "Unvested Company Stock Option") shall be cancelled as of the Effective Time and converted into the right to receive an option ("Replacement Stock Option") to purchase one or more Parent Affiliate Shares with the same material terms and conditions that applied to such Unvested Company Stock Option immediately prior to the Effective Time, except that (i) the number of Parent Affiliate Shares covered by such Replacement Stock Option shall be equal to the (A) the total number of shares of Company Common Stock subject to such Unvested Company Stock Option immediately prior to the Effective Time *multiplied by* (B) the Exchange Ratio, rounded down to the nearest whole share, (ii) the per share exercise price of such Replacement Stock Option shall be equal to (A) the per share exercise price of such Unvested Company Stock Option immediately prior to the Effective Time *divided by* (B) the Exchange Ratio, rounded up to the nearest whole cent and (iii) Parent shall determine, in its sole discretion, whether such Replacement Option shall be an option intended to qualify as an "incentive stock option" under Section 422 of the Code. The Company shall, promptly after the date hereof and in any event prior to the Closing, take or cause to be taken all actions (including providing any notices and

procuring any consents) that are required or are otherwise reasonably necessary or appropriate to cause the Unvested Company Stock Options to be treated in accordance with this Section 3.2(b). The replacement of Unvested Company Stock Options pursuant to this Section 3.2(b) shall be effected in a manner that satisfies the requirements of Section 424 of the Code and the Treasury Regulations promulgated thereunder, and this Section 3.2(b) will be construed consistent with this intent. For the avoidance of doubt, no Unvested Company Stock Option held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time shall be replaced with a Replacement Stock Option. If any Unvested Company Stock Option that is early exercisable is exercised prior to the Effective Time such that it was exercised for a share of Company Common Stock that is subject to vesting, Parent and the Company shall negotiate in good faith revisions to this Agreement to account for such security.

(c) Vested Company Restricted Stock Unit Awards. Immediately prior to, but contingent upon, the Effective Time, the portion of each then outstanding restricted stock unit award covering Company Common Stock (each, a "Company Restricted Stock Unit Award") that is then vested (such portion, a "Vested Company Restricted Stock Unit Award") shall be settled and each holder thereof shall cease to have any rights with respect thereto, except the rights of a holder of Company Common Stock with respect to such settled Company Common Stock, including the right to receive the payments contemplated by Section 3.1(h). The Company shall, promptly after the date hereof and in any event prior to the Closing, take or cause to be taken all actions (including providing any notices and procuring any consents) that are required or are otherwise reasonably necessary or appropriate to cause the Vested Company Restricted Stock Unit Awards to be treated in accordance with this Section 3.2(c).

(d) Unvested Company Restricted Stock Unit Awards. Immediately prior to, but contingent upon, the Effective Time, the portion of each then outstanding Company Restricted Stock Unit Award that is then unvested and remains outstanding at such time (such portion, an "Unvested Company Restricted Stock Unit Award") shall be cancelled as of the Effective Time and converted into the right to receive a restricted stock unit award (a "Replacement Restricted Stock Unit Award") covering one or more Parent Affiliate Shares with the same material terms and conditions that applied to such Unvested Company Restricted Stock Unit Award immediately prior to the Effective Time, except that the number of Parent Affiliate Shares covered by such Replacement Restricted Stock Unit Award shall be equal to the (i) the total number of shares of Company Common Stock subject to such Unvested Company Restricted Stock Unit Award immediately prior to the Effective Time *multiplied by* (ii) the Exchange Ratio. The Company shall, promptly after the date hereof and in any event prior to the Closing, take or cause to be taken all actions (including providing any notices and procuring any consents) that are required or are otherwise reasonably necessary or appropriate to cause the Unvested Company Restricted Stock Unit Awards to be treated in accordance with this Section 3.2(d). For the avoidance of doubt, no Unvested Company Restricted Stock Award held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time shall be replaced with a Replacement Restricted Stock Unit Award.

(e) Company Warrants. At the Effective Time, on the terms and subject to the conditions of this Agreement, each holder of Company Warrants (a "Warrantholder") shall, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, the Company or such Warrantholder, be entitled to receive (i) an amount in

cash equal to (A) the Per Share Consideration, *multiplied by* the aggregate number of shares of Company Common Stock subject to the Company Warrant (a "Company Warrant") held by such Warrantholder (in the case of any Company Warrants with respect to Company Preferred Stock, determined based on the number of shares of Company Common Stock resulting from the deemed conversion of the shares of Company Preferred Stock subject to such Company Warrant in accordance with the Company Charter immediately prior to the consummation of the Merger), *minus* (B) the aggregate cash exercise price payable upon exercise of the Company Warrant held by such Warrantholder (the result of the foregoing clauses (A) and (B) shall be referred to as the "Warrant Payout") *minus* (C) such Warrant Payout *multiplied by* the Escrow Percentage, *plus* (ii) any cash disbursements, if and when, required to be made from the Interim Escrow Fund with respect to such Company Warrant to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Warrant Payout), without interest; provided that any amounts payable pursuant to clause (ii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iii) any cash disbursements, if and when, required to be made from the General Escrow Fund with respect to such Company Warrant to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Warrant Payout), without interest; provided that any amounts payable pursuant to clause (iii) shall be payable at the times provided for in, and subject to the conditions and contingencies of, this Agreement and the Escrow Agreement, *plus* (iv) any cash disbursements, if and when, made from the Representative Amount with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Warrant Payout), without interest, *plus* (v) any cash disbursements, if and when, made from the Positive Adjustment Amount with respect to such share of Company Common Stock to the former holder thereof (based on such holder's Applicable Percentage of the released amount with respect to such Warrant Payout), without interest. For the avoidance of doubt, if the exercise price payable in respect of a share of Company Common Stock subject to a Company Warrant exceeds the Base Per Share Consideration, such Company Warrant shall be cancelled for no consideration immediately prior to the Effective Time, and the Warrantholder shall have no further rights with respect thereto.

(f) Without limiting the foregoing, the Company shall take all actions necessary to ensure that the Company will not at the Effective Time be bound by any options, stock appreciation rights, restricted stock units, warrants or other convertible securities, rights or agreements that would entitle any Person, other than Parent and its Subsidiaries, to own any capital stock of the Surviving Corporation or to receive any payment in respect thereof.

(g) Notwithstanding anything in this Section 3.2 to the contrary: (i) to the extent that any Vested Company Stock Option or Vested Company Restricted Stock Unit Award constitutes nonqualified deferred compensation subject to Section 409A of the Code, any cash payment described in Section 3.2(a) or Section 3.2(c) shall be paid in accordance with the applicable award's terms and at the earliest time permitted under the terms of such award that will not result in the application of a tax or penalty under Section 409A of the Code, and (ii) to the extent that any Unvested Company Stock Option or Unvested Company Restricted Stock Unit Award constitutes nonqualified deferred compensation subject to Section 409A of the Code, any cancellation and replacement of any such award, as described in Section 3.2(b) or Section 3.2(d), shall be effected in a manner that will not result in the application of a tax or penalty

under Section 409A of the Code. To the Knowledge of the Company, no Vested Company Stock Option, Vested Company Restricted Stock Unit Award, Unvested Company Stock Option or Unvested Company Restricted Stock Unit Award constitutes nonqualified deferred compensation subject to Section 409A of the Code.

3.3 Closing Estimates; Allocation Schedule; Pay-Off Documents; Third-Party Payment Information. Not later than two (2) Business Days prior to the Closing Date, the Company shall prepare and deliver to Parent and Merger Sub:

(a) a written certificate (the "Preliminary Closing Statement") setting forth, in detail reasonably acceptable to Parent, (i) a consolidated closing balance sheet of the Company and its Subsidiaries, (ii) the Company's good faith estimate of (A) Net Working Capital as of the Measurement Time, (B) the aggregate amount of all Cash as of the Measurement Time (the "Estimated Cash"), (C) the aggregate amount of all Indebtedness of the Company and its Subsidiaries as of the Measurement Time (the "Estimated Indebtedness") and (D) the aggregate amount of all Transaction Expenses as of, and to the extent not paid by the Company on or prior to, the Measurement Time (the "Estimated Transaction Expenses") and (iii) the Company's calculation of the Net Merger Consideration. The Estimated Net Working Capital included in the Preliminary Closing Statement shall be calculated in accordance with GAAP and the Net Working Capital Schedule (and in the event of any conflict between GAAP and the Net Working Capital Schedule, GAAP shall control) and such Preliminary Closing Statement shall include such schedules and data with respect to the determinations set forth therein as may be appropriate to support the calculations set forth therein and reasonably required by Parent. The Company will make any revisions to the Preliminary Closing Statement that Parent so reasonably requests; and

(b) (i) a correct and complete schedule in the form attached hereto as Exhibit E reflecting (A) the Net Merger Consideration and the Base Merger Consideration, (B) the Per Share Consideration and the Base Per Share Consideration, (C) each Stockholder's, Company Stock Optionholder's and Warrantholder's Applicable Percentage, (D) the amount of cash, net of any required withholding, (1) payable to each Stockholder, Company Stock Optionholder and/or Warrantholder at the Closing and (2) to be deposited by Parent in the Interim Escrow Fund, the General Escrow Fund and the Representative Fund with respect to each such Stockholder, Company Stock Optionholder and/or Warrantholder based on each such Stockholder's, Company Stock Optionholder's and/or Warrantholder's Applicable Percentage, as applicable, in each case, pursuant to this Article III, (E) the amount of any Taxes required to be withheld with respect to amounts described in clause (D), (F) in the case of Company Capital Stock (including the shares of Company Capital Stock that are issued upon settlement of the Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c)), the number of shares and series of Company Capital Stock held by the Stockholders as of the Closing and the certificate numbers of the Certificates representing the Company Capital Stock, (G) in the case of Company Stock Options and Company Warrants, the number of shares and series of Company Capital Stock subject to the Company Stock Options or Company Warrants and the exercise price thereof in effect as of the Closing, (H) the date on which each holder acquired the Company Capital Stock, the Company Stock Options and the Company Warrants, (I) the name, then-current address, tax domicile (if different from the address) and, if applicable, taxpayer identification number of each Stockholder, Company Stock Optionholder and Warrantholder and

other information reasonably necessary to facilitate the payments contemplated by Section 3.6, (J) the Company's payroll account and wiring instructions with respect thereto, (K) the required cost basis information for purposes of IRS Form 1099-B preparation by Parent (such required information to include each Stockholder's date of acquisition and cost basis of the Company Capital Stock held by such Stockholder, and any other information that Purchaser may request to comply with IRS Form 1099-B reporting requirements) and (L) such other information as Parent may reasonably require (the schedule described in this clause (i), the "Allocation Schedule," which shall be certified by a duly authorized executive officer of the Company), (ii) a current bank statement of the Company and other documentation reasonably requested by Parent in support of the calculations of the Net Merger Consideration, (iii) information and documentation reasonably required by Parent with respect to all Closing Indebtedness and Transaction Expenses identified in the Allocation Schedule, including pay-off letters with respect to Closing Indebtedness in forms reasonably satisfactory to Parent (the "Pay-Off Documents") and other information required for payment pursuant to Section 3.6(c), including wiring instructions for the applicable payee (the "Third-Party Payment Information").

3.4 Net Merger Consideration. The aggregate initial merger consideration (the "Net Merger Consideration") to be paid by Parent hereunder shall be an amount equal to (a) the Cash Purchase Price, *plus* (b) the amount of the Estimated Cash, *minus* (c) the amount of the Estimated Closing Indebtedness, *minus* (d) the amount of the Estimated Transaction Expenses, *plus* (e) the amount, if any, by which the Estimated Net Working Capital, as determined in accordance with Section 3.3(a), is greater than the Net Working Capital Target (an "Upward Closing Net Working Capital Adjustment"), *minus* (f) the amount, if any, by which the Estimated Net Working Capital, as determined in accordance with Section 3.3(a), is less than the Net Working Capital Target (a "Downward Closing Net Working Capital Adjustment"), *plus* (g) the aggregate amount of the Net Working Capital Rebate, if any, *plus* (h) the aggregate amount of the exercise price of all Company Stock Options outstanding immediately prior to the Effective Time), *plus* (i) the aggregate amount of the exercise price of all Company Warrants outstanding immediately prior to the Effective Time, *minus* (j) the Interim Escrow Amount, *minus* (k) the General Escrow Amount, *minus* (l) the Representative Amount, *minus* (m) the Base Aggregate Unvested Company Stock Option Amount, *minus* (n) the Base Aggregate Unvested Company Restricted Stock Unit Award Amount. In the event that the Closing Date occurs after the CFIUS Target Date as a result of the non-satisfaction at the CFIUS Target Date of only the condition set forth in Section 8.3(e) (assuming that, for the purposes of such determination, (x) the conditions contained in Section 8.2 and Sections 8.3(d), (i), (j), (l), (n) and (p) will be disregarded and deemed satisfied for the purposes of such determination and (y) the satisfaction of those conditions set forth in Section 8.3 that by their nature are to be satisfied as of the Closing Date shall be determined as if the CFIUS Target Date were the Closing Date), the Net Merger Consideration shall be increased by an aggregate amount equal to (i) $250,000 *multiplied by* (ii) the number of days that have elapsed beginning on the day after the CFIUS Target Date and ending on the earlier of (x) the day immediately preceding the Closing Date and (y) six (6) months after the date of this Agreement (such amount, the "Net Working Capital Rebate").

3.5 Escrow Funds; Representative Fund.

(a) At the Effective Time, Parent, Representative and the Escrow Agent shall enter into an Escrow Agreement (the "Escrow Agreement"), in the form attached

hereto as Exhibit F. No later than three (3) Business Days after the Closing Date, Parent will fund (i) the Interim Escrow Fund by delivering or causing to be delivered $112,500,000 (the "Interim Escrow Amount"), and (ii) the General Escrow Fund by delivering or causing to be delivered $150,000,000 (the "General Escrow Amount"). The Interim Escrow Amount and the General Escrow Amount shall be held by the Escrow Agent. The General Escrow Fund shall be available to (x) pay the Negative Adjustment Amount and (y) satisfy any Losses due from the Indemnitors for any Indemnification Claims pursuant to Section 10.2(a), subject to the terms of Article X and this Section 3.5, and shall be held and released in accordance with the Escrow Agreement and this Agreement. The Interim Escrow Fund shall be available solely to satisfy any Losses due from the Indemnitors for any Indemnification Claims pursuant to Section 10.2(a), subject to the terms of Article X, arising from Interim Breaches, and shall be held and released in accordance with the Escrow Agreement and this Agreement.

(b) On the Interim Escrow Release Date, such portion of the Interim Escrow Fund as is necessary to satisfy any unresolved or unsatisfied Indemnification Claims specified in any Claim Notice delivered to Representative and the Escrow Agent in accordance with Article X prior to 12:01 a.m. Pacific Time on the Interim Escrow Release Date will remain in the Interim Escrow Fund until such Indemnification Claims have been resolved or satisfied (the "Interim Escrow Retained Amount"). On the Interim Escrow Release Date, Parent and Representative will, in accordance with the provisions of this Section 3.5(b) and the Escrow Agreement, provide written instruction to the Escrow Agent instructing the Escrow Agent to deposit (i) into the Payment Fund, in trust for the benefit of (A) the Stockholders (other than the Dissenting Stockholders and the Exchange Stockholders in respect of their Exchange Shares), cash in an amount equal to the aggregate portion of the Interim Escrow Amount then remaining in the Interim Escrow Fund in excess of the Interim Escrow Retained Amount (the "Interim Escrow Release Amount") allocable to the Stockholders based on their respective Applicable Percentages with respect to such holder's Company Common Stock (including with respect to shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f)) and (B) the Warrantholders, cash in an amount equal to the aggregate portion of the Interim Escrow Release Amount allocable to the Warrantholders based on their Applicable Percentages with respect to such Warrant Payout, and shall direct the Paying Agent to pay such amounts to the respective Stockholders and Warrantholders within three (3) Business Days of deposit thereof, and (ii) with the Surviving Corporation or Payroll Processor cash in an amount equal to the holders' of Vested Company Stock Options' portion of the Interim Escrow Release Amount allocable to holders based on their respective Applicable Percentages with respect to such Vested Option Payout. Parent shall cause the Surviving Corporation to pay, or cause to be paid, through the Payroll Processor as part of the next payroll cycle of the Surviving Corporation, to be run no event later than fourteen (14) Business Days following the date of such determination, to each holder of a Vested Company Stock Option, cash in an amount equal to such holder's portion of the Interim Escrow Release Amount allocable to each such holder based on their respective Applicable Percentages with respect to such Vested Option Payout.. Following the Interim Escrow Release Date, if an unresolved Indemnification Claim is finally resolved, then Parent and Representative shall jointly execute and deliver to the Escrow Agent within three (3) Business Days after the final resolution of such Indemnification Claim, a written notice instructing the Escrow Agent to release from the Interim

Escrow Fund to the Payment Agent and the Surviving Corporation, as applicable, for distribution to each Indemnitor an amount equal such Indemnitor's Applicable Percentage of the amount, if any, by which the aggregate amount held in the Interim Escrow Fund as of the time of such disbursement exceeds the amount of the Interim Escrow Retained Amount necessary to satisfy all then remaining unresolved Indemnification Claims (which remaining amounts will continue to be held in the Interim Escrow Fund pursuant to the terms thereof and hereof) and Parent shall cause such released amounts to be distributed to the Indemnitors pursuant to immediately preceding sentence, *mutatis mutandis*. If Parent and Representative do not agree, at any time, on the Interim Escrow Retained Amount, such dispute shall be resolved pursuant to Section 11.3.

(c) On the General Escrow Release Date, such portion of the General Escrow Fund as is necessary to satisfy any unresolved or unsatisfied Indemnification Claims specified in any Claim Notice delivered to Representative and the Escrow Agent in accordance with Article X prior to 12:01 a.m. Pacific Time on the General Escrow Release Date will remain in the General Escrow Fund until such Indemnification Claims have been resolved or satisfied (the "General Escrow Retained Amount"). On the General Escrow Release Date, Parent will, in accordance with the provisions of this Section 3.5(c) and the Escrow Agreement, provide written instruction to the Escrow Agent instructing the Escrow Agent to deposit (i) into the Payment Fund, in trust for the benefit of (A) the Stockholders (other than the Dissenting Stockholders and the Exchange Stockholders in respect of their Exchange Shares), cash in an amount equal to the aggregate portion of the General Escrow Amount then remaining in the General Escrow Fund in excess of the General Escrow Retained Amount (the "General Escrow Release Amount") allocable to the Stockholders based on their respective Applicable Percentages with respect to such holder's Company Common Stock (including with respect to shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f)) and (B) the Warrantholders, cash in an amount equal to the aggregate portion of the General Escrow Release Amount allocable to the Warrantholders based on their Applicable Percentages with respect to such Warrant Payout, and shall direct the Paying Agent to pay such amounts to the respective Stockholders and Warrantholders within three (3) Business Days of deposit thereof, and (ii) with the Surviving Corporation or Payroll Processor cash in an amount equal to the holders' of Vested Company Stock Options' portion of the General Escrow Release Amount allocable to holders based on their respective Applicable Percentages with respect to such Vested Option Payout. Parent shall cause the Surviving Corporation to pay, or cause to be paid, through the Payroll Processor as part of the next payroll cycle of the Surviving Corporation, to be run no event later than fourteen (14) Business Days following the date of such determination, to each holder of a Vested Company Stock Option, cash in an amount equal to such holder's portion of the General Escrow Release Amount allocable to each such holder based on their respective Applicable Percentages with respect to such Vested Option Payout. Following the General Escrow Release Date, if an unresolved Indemnification Claim is finally resolved, then Parent and Representative shall jointly execute and deliver to the Escrow Agent within three (3) Business Days after the final resolution of such Indemnification Claim, a written notice instructing the Escrow Agent to release from the General Escrow Fund to the Payment Agent and the Surviving Corporation, as applicable, for distribution to each Indemnitor an amount equal such Indemnitor's Applicable Percentage of the amount, if any, by which the aggregate amount held in the General Escrow Fund as of the time of such disbursement exceeds

the amount of the General Escrow Retained Amount necessary to satisfy all then remaining unresolved Indemnification Claims (which remaining amounts will continue to be held in the General Escrow Fund pursuant to the terms thereof and hereof), and Parent shall cause such released amounts to be distributed to the Indemnitors pursuant to immediately preceding sentence, *mutatis mutandis*. If Parent and Representative do not agree, at any time, on the General Escrow Retained Amount, such dispute shall be resolved pursuant to Section 11.3.

(d) At the Effective Time, Parent shall deposit an aggregate amount of $750,000 (the "Representative Amount") into an account designated by Representative (the "Representative Fund"). The Representative Amount shall be available to satisfy any expenses of Representative pursuant to Section 10.6(c) and shall be held and released in accordance with the provisions of Section 10.6(c). Representative is not providing any investment supervision, recommendations or advice and shall have no responsibility or liability for any loss of principal of the Representative Fund other than as a result of its gross negligence or willful misconduct. Representative is not acting as a withholding agent or in any similar capacity in connection with the Representative Fund, and has no Tax reporting or income distribution obligations. The Indemnitors will not receive any interest or earnings on the Representative Fund and irrevocably transfer and assign to Representative any ownership right that they may otherwise have had in any such interest or earnings. Subject to the approval of the Advisory Group (as defined below), Representative may contribute funds to the Representative Fund from any consideration otherwise distributable to the Indemnitors. The Representative Amount shall be held by Representative as agent and for the benefit of the Indemnitors in the Representative Fund. As soon as reasonably determined by Representative that the Representative Fund is no longer required to be withheld pursuant to the terms of this Agreement, Representative shall disburse the balance of the amounts remaining in the Representative Fund for the benefit of the Indemnitors (the "Representative Release Amount"), (i) to the Paying Agent, and Parent will cause the Paying Agent to, within five (5) Business Days after the deposit thereof into the Payment Fund, pay to the applicable (A) Stockholder (including holders of Vested Company Restricted Stock Unit Awards) pursuant to Section 3.1(h) and (B) Warrantholder pursuant to Section 3.2(e), in accordance with the Allocation Schedule and provisions of this Agreement, and (ii) to Parent or the Payroll Processor the portion of the Representative Release Amount that is payable to the applicable holder of Vested Company Stock Options pursuant to Section 3.2(a)(ii) or Section 3.2(a)(iii), as applicable, and Parent will cause the Payroll Processor to, within fourteen (14) Business Days after deposit thereof with the Payroll Processor, pay to each such holder of Vested Company Stock Options such amounts in accordance with the Allocation Schedule and provisions of this Agreement. The parties hereto acknowledge and agree that for all applicable Tax purposes, the Representative Fund shall be treated as having been received and voluntarily set aside by the Indemnitors at the time of the Closing, unless otherwise required by applicable Law.

3.6 Payments.

(a) Prior to the Closing, Parent shall enter into a paying agent agreement pursuant to which Parent shall appoint Wilmington Trust, National Association (the "Paying Agent") to act as paying agent hereunder for the purpose of distributing (i) the Net Merger Consideration and (ii) any other amounts payable under this Agreement;

(b) Immediately after the Effective Time and subject to the other terms and conditions of this Agreement, Parent shall deposit with the Paying Agent the following amounts (collectively, the "Payment Fund"), in trust for the benefit of:

(i) the Stockholders (other than the Dissenting Stockholders and the Exchange Stockholders in respect of their Exchange Shares), cash in an amount equal to the aggregate Per Share Consideration (including with respect to shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f), as further set forth in the Allocation Schedule) *minus* the aggregate Per Share Escrow Contribution; and

(ii) the Warrantholders, cash in an amount equal to the aggregate consideration payable to the Warrantholders pursuant to Section 3.2(e), as further set forth in the Allocation Schedule.

(c) Immediately after the Effective Time, Parent shall pay to the Company's lenders, service providers and other creditors, as the case may be, by wire transfer in accordance with the Pay-Off Documents and Third-Party Payment Information, from the Payment Fund, cash in an amount equal to such lender's, service provider's or other creditor's respective portion of the Closing Indebtedness and the Transaction Expenses, as set forth in the Allocation Schedule.

(d) Subject to the other terms and conditions of this Agreement, including Section 3.7, following the Closing, Parent shall cause the Paying Agent to pay to each Stockholder (including with respect to shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f), as further set forth in the Allocation Schedule) cash in an amount equal to the aggregate consideration payable to such Stockholder pursuant to Section 3.1(h), as further set forth in the Allocation Schedule.

(e) Subject to the other terms and conditions of this Agreement, Parent shall pay, or cause to be paid, through the Payroll Processor, as part of the next payroll cycle of the Surviving Corporation to be run in no event later than fourteen (14) Business Days following the Closing, to each holder of a Vested Company Stock Option, cash in an amount equal to such holder's Vested Option Payout, as further set forth in the Allocation Schedule and in accordance with Section 3.2(a).

(f) Subject to the other terms and conditions of this Agreement, following the Closing, Parent shall cause the Paying Agent to pay to each Warrantholder cash in an amount equal to the aggregate consideration payable to such Warrantholder pursuant to Section 3.2(e), as further set forth in the Allocation Schedule.

(g) No later than three (3) Business Days after the Closing Date and subject to the other terms and conditions of this Agreement, Parent shall deposit with the Escrow Agent cash in an amount equal to the Interim Escrow Amount in the Interim Escrow Fund and cash in an amount equal to the General Escrow Amount in the General Escrow Fund.

(h) No interest will be paid or will accrue for the benefit of the Stockholders, the Company Stock Optionholders, the Warrantholders or the Company's and its Subsidiaries' lenders, service providers or other creditors on any Net Merger Consideration or Adjusted Merger Consideration and any other amounts payable under this Article III.

3.7 Exchange Procedures.

(a) As soon as reasonably practicable (but in no event later than two (2) Business Days) following the Closing, Parent shall cause the Paying Agent to deliver to each Stockholder at his, her or its address, as set forth in the Allocation Schedule, a letter of transmittal (including instructions for effecting the surrender to the Paying Agent of such Stockholder's certificate or certificates (including digital certificates) which immediately prior to the Effective Time represented outstanding shares of Company Capital Stock (the "Certificates")) in the form attached hereto as Exhibit G (the "Letter of Transmittal") and instructions for use in effecting the surrender of Certificates representing all of the shares of Company Capital Stock held by such Stockholder in exchange for the consideration that is payable in respect of the shares of Company Capital Stock formerly represented by such Certificates. Following delivery to the Paying Agent of a Certificate (or other documentation in compliance with Section 3.8, as applicable), a Letter of Transmittal, duly executed and completed in accordance with the instructions thereto, and such other documents as may reasonably be required pursuant to the Letter of Transmittal (collectively, the "Certificate Surrender Documents"), each Stockholder delivering such documents shall be entitled to receive in exchange therefor from the Paying Agent, from the Payment Fund, the Per Share Consideration *minus* the Per Share Escrow Contribution with respect to each share of Company Common Stock (including shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f)) covered by such Certificate Surrender Documents in accordance with Section 3.1(h) with such payment to be delivered by the Paying Agent in accordance with the instructions set forth in the Letter of Transmittal delivered by such Stockholder, as soon as reasonably practicable (but in no event later than three (3) Business Days) following receipt by the Paying Agent of such Stockholder's Certificate Surrender Documents and the payment of any the Adjusted Merger Consideration and any other amounts payable under this Article III as soon as reasonably practicable (but in no event later than three (3) Business Days) following receipt by the Paying Agent of the applicable Payment Fund deposit. From time to time, a Stockholder shall be permitted to provide written notice to Parent or Representative, who shall promptly provide written notice to Parent on the Stockholder's behalf, of any changes to the information contained in such Stockholder's Letter of Transmittal or applicable information contained in the Allocation Schedule, following which Parent shall, and shall instruct the Paying Agent to, revise such information and make any applicable payments or provide any applicable notices to such Stockholder in accordance with such revised information.

(b) In the event of a transfer of ownership of Company Capital Stock prior to the Effective Time that is not registered in the transfer records of the Company, the Net Merger Consideration and the Adjusted Merger Consideration and any other amounts payable under this Agreement shall be payable to such transferee if the Certificate representing such shares of Company Capital Stock is presented to the Paying Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer Taxes have been paid, each in the sole and reasonable discretion of the Paying Agent.

(c) The provisions of Section 3.7(a) will also apply to Dissenting Shares that lose their status as such, except that the obligations of Parent under Section 3.7(a) will commence on the date of loss of such status.

3.8 Lost, Stolen or Destroyed Certificates. If any Certificates shall have been lost, stolen or destroyed, the Paying Agent will deliver the portion of the amounts payable to the Person claiming such Certificate to be lost, stolen or destroyed pursuant to Section 3.1(h), with respect to the Company Capital Stock formerly represented by such lost, stolen or destroyed Certificate; provided that Parent or the Paying Agent may, in its sole and absolute discretion, require the Person who is the owner of such lost, stolen or destroyed Certificate to (a) provide an affidavit of loss (the "Affidavit of Loss") against any claim that may be made against Parent, the Surviving Corporation or the Paying Agent with respect to the Certificate alleged to have been lost, stolen or destroyed or (b) post an indemnity or surety bond in such amount and for such period of time as reasonably determined by Parent or the Paying Agent as indemnity against any claim that may be made against Parent, the Surviving Corporation or the Paying Agent with respect to such Certificate.

3.9 Termination of the Payment Fund. Any portion of the Payment Fund that remains undistributed to the Stockholders or Warrantholders on the Payment Fund Release Date shall be delivered to Parent, and any Stockholder or Warrantholder who has not theretofore complied with this Article III shall thereafter look only to Parent for its respective portion of the Net Merger Consideration or the Adjusted Merger Consideration and any other amounts payable under this Article III with respect to the shares of Company Capital Stock formerly represented by any Certificates or Company Warrants held by such Stockholder or Warrantholder to which such Stockholder or Warrantholder is entitled pursuant to this Article III, and Parent shall, upon the request of any such former Stockholder or Warrantholder, promptly pay to such former Stockholder or Warrantholder the portion of the Net Merger Consideration, the Adjusted Merger Consideration and any other amounts payable under this Article III to which he, she or it is entitled pursuant to Section 3.1(h). Any such portion of the Payment Fund remaining unclaimed by former Stockholders or Warrantholders on the date that is five (5) years after the Closing Date (or such earlier date immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority pursuant to applicable Law) shall, to the extent permitted by applicable Law, become the property of Parent free and clear of any claims or interest of any Person previously entitled thereto. None of Parent, Merger Sub, the Company, the Surviving Corporation, Representative or the Paying Agent shall be liable to any Person in respect of any Net Merger Consideration, the Adjusted Merger Consideration and any other amounts payable under this Article III from the Payment Fund delivered to a public official

pursuant to and in full compliance with any applicable abandoned property, escheat or similar applicable Law.

3.10 No Further Ownership Rights in Company Capital Stock. As of the Effective Time, all Certificates shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each Stockholder shall cease to have any rights with respect to such Stockholder's Certificates or shares of Company Capital Stock represented thereby, except for the right to receive its respective portion of the Net Merger Consideration in accordance with Section 3.1(h) or the Adjusted Merger Consideration and any other amounts payable under this Article III upon surrender of such Certificate in accordance with Section 3.7 (other than Certificates representing shares of Company Capital Stock to be cancelled in accordance with Section 3.1(b), Dissenting Shares and Exchange Shares).

3.11 Closing Adjustment.

(a) Determination of Post-Closing Adjustment. No later than ninety (90) days following the Closing, Parent shall deliver to Representative a written certificate (the "Adjustment Certificate") setting forth its calculation of the actual Net Working Capital as of the Measurement Time (the "Actual Net Working Capital"), its calculation of the actual Cash as of the Measurement Time (the "Actual Cash"), its calculation of the actual Indebtedness of the Company and its Subsidiaries as of the Measurement Time (the "Actual Indebtedness") and its calculation of the actual Transaction Expenses as of the Measurement Time (the "Actual Transaction Expenses"). The Actual Net Working Capital included in such certificate shall be calculated in accordance with GAAP and the Net Working Capital Schedule (and in the event of any conflict between GAAP and the Net Working Capital Schedule, GAAP shall control) and such certificate shall include such schedules and data with respect to the determinations set forth therein as may be appropriate to support the calculations set forth therein.

(b) Disputed Final Adjustment.

(i) Following the delivery by Parent of the Adjustment Certificate, Representative shall have a period of thirty (30) days to review the Adjustment Certificate. During such thirty (30) day period, Representative and its agents shall be provided with reasonable access during normal business hours to the relevant financial books and records of the Company as well as any relevant work papers as it may reasonably request solely to the extent necessary to enable it to evaluate the calculations of Actual Net Working Capital, Actual Cash, Actual Indebtedness and Actual Transaction Expenses prepared by Parent. If Representative accepts the calculation of Actual Net Working Capital, Actual Cash, Actual Indebtedness and Actual Transaction Expenses determined pursuant to Section 3.11(a), or if Representative fails within such thirty (30) day period to notify Parent of any dispute with respect thereto, then the calculation of Actual Net Working Capital determined pursuant to Section 3.11(a) shall be the "Final Net Working Capital," the calculation of Actual Cash determined pursuant to Section 3.11(a) shall be the "Final Cash," the calculation of Actual Indebtedness determined pursuant to Section 3.11(a) shall be the "Final Indebtedness" and the calculation of Actual Transaction Expenses determined pursuant to Section 3.11(a) shall be the "Final Transaction Expenses," which, in each case, shall be deemed final and conclusive and binding upon all parties in all respects.

(ii) If Representative disputes the accuracy of the calculation of Actual Net Working Capital, Actual Cash, Actual Indebtedness or Actual Transaction Expenses, Representative shall provide written notice to Parent no later than thirty (30) days following Parent's delivery of the Adjustment Certificate (the "Dispute Notice"), setting forth in reasonable detail those items that Representative disputes, along with proposed alternative calculations for such disputed items and the related back-up for such disputed items. During the thirty (30) day period following delivery of the Dispute Notice, Parent and Representative shall negotiate in good faith with a view to resolving their disagreements over the disputed items. During such thirty (30) day period and until the final determination of Actual Net Working Capital, Actual Cash, Actual Indebtedness and/or Actual Transaction Expenses in accordance with this Section 3.11(b)(ii) or Section 3.11(b)(iii), as the case may be (as so determined, or as determined pursuant to Section 3.11(b)(i) above, "Final Net Working Capital," "Final Cash," "Final Indebtedness," and "Final Transaction Expenses," respectively), Representative and its agents shall be provided with such reasonable access during normal business hours to the financial books and records of the Company as it may reasonably request solely to the extent necessary to enable it to address all matters set forth in any Dispute Notice. If the parties resolve their differences over the disputed items in accordance with the foregoing procedure, Final Net Working Capital, Final Cash, Final Indebtedness and/or Final Transaction Expenses shall be the amounts agreed upon by them in writing. If the parties fail to resolve their differences over the disputed items within such thirty (30) day period, then Parent and Representative shall forthwith jointly request that PricewaterhouseCoopers LLP (or another nationally recognized independent public accounting firm as shall be mutually agreed by Parent and Representative) (the "Accounting Arbitrator") make a binding determination as to the disputed items in accordance with this Agreement.

(iii) Under the terms of its engagement with Parent and Representative, the Accounting Arbitrator will have no more than thirty (30) days from the date of referral and no more than ten (10) Business Days from the final submission of information by Parent and Representative within which to render its written decision with respect to the disputed items (and only with respect to any unresolved disputed items set forth in the Dispute Notice) and the final calculation of Actual Net Working Capital, Actual Cash, Actual Indebtedness and/or Actual Transaction Expenses shall be based solely on the resolution of such disputed items. Subject to the other requirements herein, each of Representative (and its representatives) and Parent (and its representatives) shall have a reasonable opportunity to meet with the Accounting Arbitrator to provide its views as to any disputed items with respect to its respective calculations that remain in dispute. The Accounting Arbitrator shall review such submissions and base its determination solely on such submissions, subject to the terms and conditions of this Agreement, and shall not undertake an independent review. No discovery shall be permitted and no arbitration hearing shall be held. In resolving any disputed item, the Accounting Arbitrator may not assign a value to such item greater than the maximum value for such item claimed by either party or less than the minimum value for such item claimed by either party. The decision of the Accounting Arbitrator shall be deemed final and binding upon the parties and enforceable by any court of competent jurisdiction and the Accounting Arbitrator's final calculation of Actual Net Working Capital shall be deemed the "Final Net Working Capital," the Accounting Arbitrator's final calculation of Actual Cash shall be deemed the "Final Cash," the Accounting Arbitrator's final calculation of Actual Indebtedness shall be deemed the "Final Indebtedness," and/or the Accounting Arbitrator's final calculation of Actual Transaction

Expenses shall be deemed the "Final Transaction Expenses." The fees and expenses of the Accounting Arbitrator shall be allocated to be paid by Parent, on the one hand, and Representative (on behalf of the Stockholders (including the former holders of Vested Company Restricted Stock Unit Awards that become settled prior to the Effective Time pursuant to Section 3.2(c)), holders of Vested Company Stock Options and Warrantholders), on the other, based upon the percentage that the portion of the contested amount(s) not awarded to each party bears to the amount actually contested by such party, as determined by the Accounting Arbitrator.

(c) Payment following Final Calculations.

(i) Following the determination of Final Net Working Capital, Final Cash, Final Indebtedness and Final Transaction Expenses, the Net Merger Consideration shall be recalculated by substituting the Final Net Working Capital for the Estimated Net Working Capital in Section 3.4, the Final Cash for the Estimated Cash in Section 3.4, the Final Indebtedness for the Estimated Indebtedness in Section 3.4, and the Final Transaction Expenses for the Estimated Transaction Expenses in Section 3.4 (the Net Merger Consideration as so adjusted, the "Adjusted Merger Consideration") and if (after taking into account any Upward Closing Net Working Capital Adjustment or Downward Closing Net Working Capital Adjustment at the Closing) (A) the Adjusted Merger Consideration is greater than the Net Merger Consideration on the Closing Date (such excess, the "Positive Adjustment Amount"), then, prior to the fifth (5th) Business Day following (1) if Representative does not timely dispute any of such amounts pursuant to Section 3.11(b)(i), the thirty (30) day period following Parent's delivery of the calculation of the Actual Net Working Capital, Actual Cash, Actual Indebtedness and/or Actual Transaction Expenses pursuant to Section 3.11(a), (2) the date of Representative's and Parent's mutual determination of Final Net Working Capital, Final Cash, Final Indebtedness and/or Final Transaction Expenses in the event Representative timely disputes any of such amounts pursuant to Section 3.11(b)(i) and Representative's and Parent's differences are resolved without the engagement of an Accounting Arbitrator pursuant to Section 3.11(b)(ii)) or (3) if Representative timely disputes either of such amounts pursuant to Section 3.11(b)(i) and Representative and Parent are unable to resolve their differences pursuant to Section 3.11(b)(ii), the date of the Accounting Arbitrator's determination of Final Net Working Capital, Final Cash, Final Indebtedness and/or Final Transaction Expenses pursuant to Section 3.11(b)(iii), Parent shall (A) deposit into the Payment Fund, in trust for the benefit of (1) the Stockholders (other than the Dissenting Stockholders and the Exchange Stockholders in respect of their Exchange Shares), cash in an amount equal to the aggregate portion of the Positive Adjustment Amount allocable to the Stockholders based on their respective Applicable Percentages with respect to such holder's Company Common Stock (including with respect to shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) and shares of Company Common Stock deemed issued upon the deemed conversion of the Company Preferred Stock pursuant to Section 3.1(c), Section 3.1(d), Section 3.1(e) and Section 3.1(f)) and (2) the Warrantholders, cash in an amount equal to the aggregate the aggregate portion of the Positive Adjustment Amount allocable to the Warrantholders based on their Applicable Percentages with respect to such Warrant Payout, and shall direct the Paying Agent to pay such amounts to the respective Stockholders and Warrantholders within five (5) Business Days of Parent's deposit, and (B) pay, or cause to be paid, through the Payroll Processor as part of the next payroll cycle of the Surviving Corporation, to be run no event later than fourteen (14) Business Days following the date of such

determination, to each holder of a Vested Company Stock Option, cash in an amount equal to such holder's portion of the Positive Adjustment Amount allocable to each such holder based on their respective Applicable Percentages with respect to such Vested Option Payout.

(ii) Following the determination of the Adjusted Merger Consideration, if the Net Merger Consideration on the Closing Date is greater than the Adjusted Merger Consideration (such excess, the "Negative Adjustment Amount"), then Parent and Representative shall jointly instruct the Escrow Agent to release an amount equal to the Negative Adjustment Amount to Parent from the General Escrow Fund.

3.12 Withholding. Each of Parent, Merger Sub, the Company, the Surviving Corporation, the Escrow Agent and the Paying Agent shall, consistent with the Allocation Schedule prepared pursuant to Section 3.3(b), be entitled to deduct and withhold (or cause to be deducted and withheld) from any amounts payable pursuant to this Agreement such amounts as it determines are required to be deducted or withheld therefrom or in connection therewith under applicable Law. To the extent such amounts are so deducted or withheld and paid to the applicable Taxing Authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

3.13 Stock Transfer Books. The stock transfer books of the Company shall be closed immediately upon the Effective Time, and there shall be no further registration of transfers of shares of Company Capital Stock thereafter on the records of the Company.

3.14 Taking of Necessary Action; Further Action. If at or any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Parent with control over, and to vest, perfect or confirm of record or otherwise in the Surviving Corporation any right, title and possession to, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Corporation and Parent shall, in the name of their respective corporations or otherwise, be fully authorized to take all such lawful and necessary action.

3.15 Appraisal Rights. Notwithstanding any provision of this Agreement to the contrary, any outstanding shares of Company Common Stock held by Persons who have exercised and perfected appraisal rights for such shares of Company Common Stock ("Dissenting Shares") in accordance with Section 262 of the DGCL or Section 1300 of the California Corporations Code (the "CCC") and as of the Effective Time have neither effectively withdrawn nor lost any right to such appraisal shall not be converted into or represent a right to receive the applicable portion of the Net Merger Consideration or the Adjusted Merger Consideration or any other amounts payable under this Article III attributable to such Dissenting Shares. Such Stockholders (the "Dissenting Stockholders") shall only be entitled to receive payment of the appraised value of such Dissenting Shares held by them in accordance with Section 262 of the DGCL or Section 1300 of the CCC, as applicable, unless and until such Dissenting Stockholders fail to perfect, effectively withdraw or otherwise lose their appraisal rights under the DGCL or the CCC, as applicable. Notwithstanding the foregoing, if any Dissenting Stockholder shall effectively withdraw or lose (through failure to perfect or otherwise) the right to appraisal, then as of the Effective Time or the occurrence of such event, whichever occurs later, such Dissenting Shares shall automatically be converted into and

represent only the right to receive the applicable portion of the Net Merger Consideration or the Adjusted Merger Consideration and any other amounts payable under this Article III, without interest thereon, attributable to such Dissenting Shares upon surrender of the Certificate or Certificates representing such Dissenting Shares in accordance with Section 3.7. Prior to the Effective Time, the Company shall provide Parent prompt notice of any written demands for appraisal or payment of the fair value of any shares of Company Capital Stock, the withdrawal of such demands and any other related instruments served pursuant to the DGCL or the CCC, as applicable, and received by the Company. Prior to the Effective Time, the Company shall provide Parent the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL or the CCC, as applicable. Notwithstanding anything set forth in this Section 3.15, Parent shall cause the payment of the portion of the Net Merger Consideration and the Adjusted Merger Consideration to such Dissenting Stockholders to a third party interest-bearing escrow fund during the pendency of any such appraisal process.

3.16 Deliveries at Closing.

(a) Deliveries by the Company. At or prior to the Closing, the Company shall deliver, or cause to be delivered, to Parent the following:

(i) evidence reasonably satisfactory to Parent that the board of directors of the Company has adopted resolutions effecting the treatment of Company Stock Options, Company Restricted Stock Unit Awards and Company Warrants in Section 3.2 and that all other requisite actions related to such treatment have been taken;

(ii) a certificate dated as of the Closing Date, duly executed by the Secretary of the Company, given by him or her on behalf of the Company, certifying as to (A) an attached copy of the Company Bylaws and stating that the Company Bylaws have not been amended, modified, revoked or rescinded, (B) an attached copy of the Company Charter and stating that the Company Charter has not been amended, modified, revoked or rescinded, (C) an attached copy of the resolutions of the board of directors of the Company authorizing and approving the execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement and stating that such resolutions have not been amended, modified, revoked or rescinded and (D) all organization documents for each Subsidiary of the Company;

(iii) (A) a certificate of the Secretary of State of the State of Delaware and CypherFrame Holdings, Inc. as to the good standing of the Company and CypherFrame Holdings, Inc. as of a date not more than five (5) Business Days prior to the Closing Date and (B) confirmation from a duly authorized executive officer of the Company that the Company and CypherFrame Holdings, Inc. remain in good standing as of the Closing Date;

(iv) evidence reasonably satisfactory to Parent that the Stockholder Agreements have been terminated;

(v) Written Consents duly executed by Stockholders representing at least eighty-five percent (85%) of the shares of Company Capital Stock

outstanding as of immediately prior to the Effective Time on an as-converted to Company Common Stock basis;

(vi) Joinder Agreements duly executed by (A) Stockholders representing at least eighty-five percent (85%) of the shares of Company Capital Stock outstanding as of immediately prior to the Effective Time on an as-converted to Company Common Stock basis, (B) each Critical Employee (C), in the form of Exhibit B-2, seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees 1 who received a Comparable Offer Letter, and (D), in the form of Exhibit B-3, seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees 2 who received a Comparable Offer Letter and, in each case, the Company (including the Joinder Agreements delivered by the Critical Employees, such Key Employees and the Identified Stockholders on the date hereof);

(vii) a statement from the Company, signed by an authorized officer of the Company, that the Company is not, and has not been at any time during the five (5) years preceding the date of such statement, a "United States real property holding corporation," as defined in Section 897(c)(2) of the Code, such statement in form and substance reasonably satisfactory to Parent and conforming to the requirements of Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h), and proof reasonably satisfactory to Parent that the Company has provided notice of such statement to the IRS in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2);

(viii) the Allocation Schedule in accordance with Section 3.3;

(ix) the Pay-Off Documents and Third-Party Payment Information in accordance with Section 3.3 and all instruments and documents necessary to release any Liens securing Indebtedness of the Company, including any necessary UCC termination statements or other releases, in each case, in form and substance reasonably satisfactory to Parent;

(x) the Company Closing Certificate;

(xi) resignations in form and substance reasonably satisfactory to Parent of the directors and officers of the Company, effective as of the Effective Time;

(xii) [Intentionally omitted.]

(xiii) the consents from third parties set forth on Schedule 3.16(a)(xiii) and evidence reasonably satisfactory to Parent that the Company has delivered the notices required to be delivered to the third parties set forth on Schedule 3.16(a)(xiii);

(xiv) evidence reasonably satisfactory to Parent that a vote of the Stockholders was solicited in accordance with the provisions of Section 7.11 and that either (i) the requisite number of votes of the Stockholders was obtained with respect to any Waived 280G Benefits or (ii) the 280G Approval was not obtained, and, as a consequence, any Waived 280G Benefits shall not be made or provided;

(xv) accepted Comparable Offer Letters from not less than seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees who received a Comparable Offer Letter;

(xvi) all other Transaction Documents duly executed by the respective parties thereto, other than Parent and Merger Sub;

(xvii) certificates representing Exchange Shares, duly endorsed for transfer, in the name of the applicable holder thereof;

(xviii) the Tail Policy; and

(xix) a true and correct digital copy of the contents of the Datasite as of one (1) Business Day prior to the date hereof.

(b) Deliveries by Parent. At or prior to the Closing, Parent shall deliver, or cause to be delivered, to the Company the following:

(i) all other Transaction Documents duly executed by the respective parties thereto, other than the Company and Representative; and

(ii) for the benefit of the Exchange Stockholders, the Parent Affiliate Shares in accordance with the terms and conditions of the Exchange Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in a document of even date herewith and delivered by the Company to Parent and Merger Sub concurrently with the execution and delivery of this Agreement and referring by numbered section (and, where applicable, by lettered subsection) to the representations and warranties in this Article IV (the "Company Disclosure Schedule"), the Company represents and warrants, as of the date hereof and as of the Closing Date, to Parent and Merger Sub as follows; provided that any information set forth in a Section or subsection of the Company Disclosure Schedule shall be deemed to be disclosed for purposes of, and shall qualify, the corresponding Section or subsection of this Agreement and any other Section or subsection of this Agreement, where it is reasonably apparent on the face of such information that such information applies to such other Section or subsection:

4.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. The Company is duly qualified or authorized to do business as a foreign corporation and is in good standing under the Laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to so qualify would not have a Material Adverse Effect. The Company is not in violation of any of the provisions of the Company Charter Documents, and no changes thereto

are pending. Section 4.1 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, (a) the officers and directors of the Company and each of its Subsidiaries, (b) the material jurisdictions in which the Company and each of its Subsidiaries is qualified to do business and (c) the jurisdictions in which the Company and each of its Subsidiaries has an office or facility.

4.2 Authorization of Agreement.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and each other Transaction Document to which it is, or at the Closing will be, a party, to perform its obligations under this Agreement and each such other Transaction Document and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each other Transaction Document to which it is, or at the Closing will be, a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by the board of directors of the Company, and, except for the receipt of the Company Requisite Votes, no other corporate proceedings on the part of the Company are necessary to authorize this Agreement and each such other Transaction Document, or to consummate the transactions contemplated hereby and thereby. This Agreement has been, and, when executed at Closing, each other Transaction Document to which it is a party will be, duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) The board of directors of the Company, by resolutions duly adopted (and not thereafter modified or rescinded) at a meeting duly called and held or by unanimous written consent, has unanimously (i) approved this Agreement, the Merger and the other transactions contemplated hereby, (ii) determined this Agreement and the transactions contemplated hereby, including the Merger, to be advisable and fair to, and in the best interests of, the Stockholders and (iii) resolved to recommend that the Stockholders adopt this Agreement and approve the Merger and the other transactions contemplated by this Agreement.

(c) The affirmative votes or written consents of (i) holders of shares of Company Capital Stock representing a majority of the votes that may be cast by the holders of all outstanding shares of Company Capital Stock voting together as a single class on an as-converted to Company Common Stock basis and (ii) holders of shares of Company Preferred Stock representing at least sixty-five percent (65%) of the outstanding shares of Company Preferred Stock (collectively, the "Company Requisite Votes") are the only approvals of the holders of any class or series of Company Capital Stock necessary to adopt this Agreement and approve the Merger and the other transactions contemplated hereby. Stockholders of the Company representing the Company Requisite Votes have indicated to the board of directors of the Company that, immediately following the approval of this Agreement, the Merger and the

other transactions contemplated hereby by the board of directors of the Company, they will adopt this Agreement in accordance with the DGCL and the Company Charter Documents by delivery of the Written Consents.

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Section 4.3 of the Company Disclosure Schedule, none of the execution, delivery and performance by the Company of this Agreement or any of the other Transaction Documents to which the Company is a party, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by the Company with any of the provisions hereof or thereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, amendment, cancellation or acceleration of any obligation or loss of a material benefit under, or give rise to any obligation of the Company to make any payment (including in respect of any Tax) under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens (other than Permitted Encumbrances) upon any of the properties or assets of the Company or any of its Subsidiaries under, any provision of (i) the Company Charter Documents or the organizational documents of any of the Company's Subsidiaries, (ii) any Company Contract or Permit to which the Company or any of its Subsidiaries is a party or by which any of the properties or assets of the Company or any of its Subsidiaries are bound, (iii) any Order applicable to the Company or any of its Subsidiaries or any of the properties or assets of the Company or any of its Subsidiaries or (iv) any applicable Law, except, in the case of clause (ii), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration, or obligations as would not reasonably be expected to have a Material Adverse Effect.

(b) Except for the filing of the Certificate of Merger as required by the DGCL, the filings with the Specified Antitrust Authorities and the Exon-Florio Filing, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Company or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement or any other Transaction Document, the compliance by the Company or any of its Subsidiaries with any of the provisions hereof or thereof or the consummation of the transactions contemplated hereby or thereby.

4.4 Capitalization.

(a) The authorized capital stock of the Company consists of 172,500,000 shares of Company Common Stock and 84,501,687 shares of Company Preferred Stock, of which 33,552,036 shares have been designated Series A Preferred Stock, 19,936,959 shares have been designated Series B Preferred Stock, 17,441,388 shares have been designated Series C Preferred Stock and 13,571,304 shares have been designated Series D Preferred Stock. The rights and privileges of the Company Capital Stock are set forth in the Company Charter. As of the date of this Agreement, there are 43,301,816 shares of Company Common Stock outstanding and 84,366,033 shares of Company Preferred Stock outstanding, consisting of 33,552,036 shares of Series A Preferred Stock, 19,907,100 shares of Series B Preferred Stock, 17,410,608 shares of Series C Preferred Stock and 13,496,289 shares of Series D Preferred Stock.

No shares of Company Capital Stock are held by the Company as treasury stock. As of the date of this Agreement, 53,068,061 shares of Company Common Stock are reserved for issuance under the Company Stock Plan, of which 30,476,446 shares of Company Common Stock are subject to outstanding Company Stock Options and Company Restricted Stock Unit Awards outstanding thereunder and 5,697,650 remain available for grant. As of the date of this Agreement, 1,336,524 shares of Company Capital Stock are subject to outstanding Company Warrants, consisting of Company Warrants to purchase 1,275,885 shares of Company Common Stock, 29,859 shares of Series B Preferred Stock and 30,780 shares of Series C Preferred Stock. All of the issued and outstanding shares of Company Capital Stock are duly authorized, validly issued, fully paid and nonassessable and are free and clear of any Liens (other than Permitted Encumbrances) and such shares have not been issued in violation of any preemptive rights pursuant to applicable Law, the Company Charter Documents or otherwise. There are no outstanding adjustments made or required to be made to the conversion rates applicable to the Company Preferred Stock set forth in the Company Charter. There are no declared or accrued but unpaid dividends with respect to any shares of Company Capital Stock. Each share of Company Preferred Stock is convertible to Company Common Stock on a one-to-one basis. All issued and outstanding shares of Company Capital Stock have been issued pursuant to valid exemptions from registration under the Securities Act of 1933, as amended (the "Securities Act"), and all other applicable securities laws. A true, correct and complete list of record holders of the issued and outstanding Company Capital Stock as of the date of this Agreement is set forth in Section 4.4(a) of the Company Disclosure Schedule.

(b) Section 4.4(b)(i) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of the date of this Agreement, of all outstanding Company Stock Options, Company Restricted Stock Unit Awards and other rights to purchase or receive shares of Company Common Stock and, for each such Company Stock Option, Company Restricted Stock Unit Award and other right, (i) the number of shares of Company Common Stock subject thereto, (ii) the terms of vesting and vested status, (iii) the grant and expiration dates, (iv) the per share exercise price, (v) the name of the holder thereof, (vi) the status of the Company Stock Option as an "incentive stock option" as defined in Section 422 of the Code, a non-qualified stock option or otherwise, (vii) the Company Stock Plan under which the grant was made and (viii) whether the holder thereof is a current employee, consultant or independent contractor of the Company or any of its Subsidiaries. Section 4.4(b)(ii) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of the date of this Agreement, of all outstanding Company Warrants and, for each such Company Warrant, (i) the number of shares of Company Common Stock subject thereto, (ii) the grant and expiration date, (iii) the per share exercise price and (iv) the name of the holder thereof.

(c) Except as set forth in Sections 4.4(b)(i) and (ii) of the Company Disclosure Schedule, there is no existing option, restricted stock unit, stock appreciation right, performance share, "phantom" stock or other equity-based or equity-linked compensatory arrangement, warrant, call, right or Contract of any character to which the Company is a party requiring, and there are no securities of the Company outstanding that, upon conversion or exchange, would require, the issuance, sale or transfer of any additional shares of Company Capital Stock or other equity securities of the Company or other securities convertible into, exchangeable or evidencing the right to subscribe for or purchase shares of Company Capital Stock or other equity securities of the Company. Other than the Stockholder Agreements, the

Company is not a party to any stockholder agreements, investors' rights agreements, voting agreements, voting trusts, right of first refusal and co-sale agreements, management rights agreements or other similar Contract with respect to the voting, registration, redemption, sale, transfer or other disposition of Company Capital Stock or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of Company Common Stock or other equity securities of the Company. Except as set forth in Sections 4.4(b)(i) and (ii) of the Company Disclosure Schedule, there are no outstanding (i) shares of Company Capital Stock or other equity securities of the Company subject to any vesting, transfer or other restrictions or (ii) rights or obligations of the Company to repurchase, redeem or otherwise acquire any shares of Company Capital Stock or other equity securities of the Company or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of Company Capital Stock or other equity securities of the Company. There are no outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote with the Stockholders on any matter.

(d) With respect to each outstanding and former stock option covering Company Capital Stock, including each Company Stock Option, (i) such grant was duly authorized no later than the date on which the grant was by its terms to be effective (the "Grant Date") by all necessary corporate action, (ii) such grant had and has a per share exercise price equal to no less than the per share fair market value of the underlying Company Capital Stock on the Grant Date, as determined in accordance with Section 409A of the Code, (iii) such grant was made in accordance with the terms of the Company Stock Plan and all applicable Laws, including valid exemptions from registration under the Securities Act and all other applicable securities laws, and (iv) such grant was properly accounted for in all material respects in accordance with GAAP in the financial statements (including the related notes) of the Company. The Company Stock Plan is the only plan or program the Company maintains under which outstanding equity-based or equity-linked compensation has been paid or promised. The Company has made available to Parent true, correct and complete copies of each form of award agreement covering any equity-linked or equity-based compensation. No Company Stock Options or Company Restricted Stock Unit Awards differ in any material respect from such form agreements (other than any vesting acceleration provisions contained therein as indicated in Section 4.4(b)(i) of the Company Disclosure Schedule). There is no agreement, arrangement or understanding (written or oral) to amend, modify or supplement any Company Stock Option or Company Restricted Stock Unit Award in any way from the form made available to Parent except as provided in this Agreement.

4.5 Subsidiaries. Except as set forth in Section 4.5 of the Company Disclosure Schedule, the Company does not own or control any direct or derivative equity or similar interest in any Person. Except as set forth in Section 4.5 of the Company Disclosure Schedule, the Company does not have any commitment or obligation to invest in, purchase any securities or obligations of, fund, guarantee, contribute or maintain the capital of or otherwise financially support any Person. Section 4.5 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of each Subsidiary of the Company and the record and beneficial owner of all of its issued and outstanding shares of capital stock or other equity interests and its jurisdiction of formation. There is no existing option, restricted stock unit, stock appreciation right, performance share, "phantom" stock or other equity-based or equity-linked compensatory arrangement, warrant, call, right or Contract of

any character to which the Company or any of its Subsidiaries is a party requiring, and there are no securities of the Company's Subsidiaries outstanding that, upon conversion or exchange, would require, the issuance, sale or transfer of any additional shares of equity securities of any of the Company's Subsidiaries or other securities convertible into, exchangeable or evidencing the right to subscribe for or purchase equity securities of any of the Company's Subsidiaries. All the outstanding capital stock or other equity interest of each Subsidiary of the Company is, to the extent applicable, duly authorized, validly issued, fully paid and nonassessable and is free and clear of any Liens (other than Permitted Encumbrances) and has not been issued in violation of any preemptive rights pursuant to applicable Law, the organizational documents of such Subsidiary or otherwise. There are no contracts to which any Subsidiary of the Company is a party or by which it is bound obligating any Subsidiary of the Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, sold, repurchased or redeemed, any shares of the capital stock or equity interest of such Subsidiary or obligating such Subsidiary to enter into any such contract. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or other similar rights with respect to any Subsidiary of the Company.

4.6 Corporate Records.

(a) The Company has made available to Parent and Merger Sub true, correct and complete copies of the amended and restated certificate of incorporation of the Company and all amendments thereto through the date of this Agreement (in each case, certified by the Secretary of State of the State of Delaware) (collectively, the "Company Charter"), and the bylaws of the Company (the "Company Bylaws" and, together with the Company Charter, the "Company Charter Documents"). All such Company Charter Documents are in full force and effect, and the Company is not in violation of any provisions therein. The board of directors of the Company has not approved any amendment to any of the Company Charter Documents.

(b) The minute books and resolutions of the Company made available to Parent and Merger Sub contain true, correct and complete records of all meetings and accurately reflect in all material respects all corporate actions of the Stockholders and board of directors (including committees thereof) of the Company as of the date of this Agreement, other than redacted portions that constitute Confidential Information or that relate to possible transactions similar to the transactions contemplated by this Agreement or a public offering of the Company Capital Stock. The stock certificate books and stock transfer ledgers of the Company previously made available to Parent and Merger Sub are true, correct and complete as of the date of this Agreement.

4.7 Financial Statements.

(a) Section 4.7(a) of the Company Disclosure Schedule contains complete and correct copies of (a) the audited consolidated balance sheets and the related consolidated statements of operations, comprehensive loss, stockholders' deficit and cash flows of the Company as of and for the years ended April 30, 2018 and April 30, 2017 and (b) the unaudited consolidated balance sheets and the related statements of operations, comprehensive loss, stockholders' deficit and cash flows of the Company as of and for the six (6) months ended October 31, 2018 (such statements, including the related notes and schedules thereto, are referred to herein as the "Financial Statements"). Each of the Financial Statements has been prepared in

accordance with GAAP consistently applied by the Company throughout the periods presented and presents fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its Subsidiaries as of the dates and for the periods indicated therein; provided that the Financial Statements delivered pursuant to clause (b) are subject to normal year-end adjustments and may not contain footnotes required by GAAP, the absence of which are not material in amount or effect, either individually or in the aggregate. For the purposes hereof, the audited consolidated balance sheets of the Company as of April 30, 2018 are referred to, collectively, as the "Balance Sheet," and April 30, 2018 is referred to as the "Balance Sheet Date." There has been no change in the Company's accounting policies since the Balance Sheet Date.

(b) Section 4.7(b) of the Company Disclosure Schedule sets forth the aggregate amount of Indebtedness of the Company and its Subsidiaries and the holders of such Indebtedness on the date hereof.

(c) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract relating to any transaction or relationship between or among the Company or any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose Person on the other hand, or any "off-balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K).

(d) The Company has in place systems and processes (including the maintenance of proper books and records) that are customary for a company at the same stage of development as the Company designed to (i) provide reasonable assurances regarding the reliability of the Financial Statements and (ii) in a timely manner accumulate and communicate to the Company's principal executive officer and principal financial officer the type of information that would be required to be disclosed in the Financial Statements (such systems and processes being herein referred to as the "Financial Controls"). The Company has in place a revenue recognition policy consistent with GAAP. None of the Company, its Subsidiaries, nor, to the Knowledge of the Company, their respective officers nor the Company's independent auditors has identified or been made aware of any complaint, allegation, deficiency, assertion or claim, whether written or oral, regarding the Financial Controls or the Financial Statements. To the Knowledge of the Company, there have been no instances of fraud by any director, officer, employee, contractor or consultant of the Company or any of its Subsidiaries, whether or not material, that occurred during any period covered by the Financial Statements.

4.8 No Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any Liabilities required under GAAP to be reflected on the Financial Statements, other than those (a) specifically disclosed and adequately reserved in the Financial Statements, (b) incurred in the Ordinary Course of Business since the Balance Sheet Date that do not constitute a material Liability for breach of contract, breach of warranty, tort, infringement, violation of Law, misappropriation or that relates to any Legal Proceeding, (c) the Transaction Expenses or (d) executory obligations pursuant to any Company Contract set forth in Section 4.14(a) of the Company Disclosure Schedule that are existing on the date hereof and that are not related to any breach or default by the Company or any of its Subsidiaries.

4.9 Absence of Certain Changes. Except as expressly contemplated by this Agreement, (a) between the Balance Sheet Date and the date of this Agreement, (i) the Company and its Subsidiaries have conducted their business in all material respects in the Ordinary Course of Business, (ii) there has not been any event, change, occurrence or circumstance on or prior to the date of this Agreement that has had a Material Adverse Effect and (iii) neither the Company nor any of its Subsidiaries has taken any action described in Section 6.2(a), (c), (d), (h), (j), (l) or (q) that, if taken after the date hereof and prior to the Closing, without the prior written consent of Parent, would violate such provision and (b) since the Balance Sheet Date, the Company has not suffered any material loss, damage, destruction or other casualty affecting any of its material properties or assets, whether or not covered by insurance, except ordinary wear and tear in the Ordinary Course of Business.

4.10 Taxes.

(a) (i) All income, sales, use and other material Tax Returns required to be filed by or on behalf of the Company and its Subsidiaries have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns are true, complete and correct, and (ii) all material Taxes (whether or not required to be shown on any Tax Return) due and payable by or on behalf of the Company and its Subsidiaries have been fully and timely paid. The unpaid Taxes of the Company and its Subsidiaries did not, as of the month covered by the most recent balance sheet included as part of the Financial Statements, exceed the reserve for Tax liabilities (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) as set forth on the face of such balance sheet (and not in the notes thereto), and do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and its Subsidiaries in filing their Tax Returns. All required estimated Tax payments sufficient to avoid any underpayment penalties have been made by or on behalf of the Company and its Subsidiaries.

(b) The Company and each of its Subsidiaries have withheld and timely paid over (or set aside for payment when due) to the appropriate Taxing Authority all material Taxes required to have been withheld and paid over, and have materially complied with all information reporting, backup withholding requirements and similar requirements of applicable Law, including in connection with amounts paid, deemed payable or owing to any employee, independent contractor, stockholder, creditor or other third party, as well as in connection with the purchase of any partnership interest from a non-US person.

(c) Section 4.10(c) of the Company Disclosure Schedule lists, as of the date of this Agreement, all income and franchise Tax Returns (federal, state, local and foreign) filed with respect to the Company or any of its Subsidiaries for taxable periods ended within the past five years, indicates the most recent income, franchise or similar Tax Return for each relevant jurisdiction for which an audit has been completed or the statute of limitations has lapsed and indicates all Tax Returns that currently are the subject of audit or examination by any Taxing Authority. The Company has made available to Parent complete copies of (i) all income, franchise and other material Tax Returns of the Company and its Subsidiaries relating to the

taxable periods since their respective formation and (ii) any audit report issued by a Taxing Authority relating to any Taxes due from or with respect to the Company and its Subsidiaries.

(d) No claim for Taxes has been made in writing by a Taxing Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a particular type of Tax Return or pay a particular type of Tax that the Company or such Subsidiary is or may be required to file such Tax Return or is or may be subject to such Tax in that jurisdiction. Each of the Company and its Subsidiaries is and has been at all times resident for Tax purposes in its place of incorporation or formation and is not and has not at any time been treated as resident in any other jurisdiction for any Tax purpose. Neither the Company nor any of its Subsidiaries is or has been subject to any Tax in any jurisdiction other than its place of incorporation or formation by virtue of having a permanent establishment or similar taxable presence in the jurisdiction.

(e) No audits, examinations, investigations, claims, requests for information, ruling requests, or other proceedings with respect to Taxes or Tax Returns of the Company or any of its Subsidiaries are currently in process, pending or threatened in writing. All deficiencies and proposed adjustments with respect to Taxes for which the Company or any of its Subsidiaries may be liable have been resolved, and no other deficiencies or proposed adjustments are expected to be asserted or made.

(f) Neither the Company nor any of its Subsidiaries has (i) elected or agreed, or is required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise, (ii) requested any extension of time within which to file any Tax Return (other than ordinary course extensions), which Tax Return has since not been filed, (iii) granted any extension for the assessment or collection of Taxes, which Taxes have not since been paid or which extension has not yet expired or (iv) granted to any Person (other than the Company or its Subsidiaries) any power of attorney that is currently in force with respect to any Tax matter.

(g) Neither the Company nor any of its Subsidiaries is a party to or bound by any written Tax allocation, indemnification, sharing or similar agreement (other than agreements (i) solely among the Company and some or all of it its Subsidiaries that is disclosed on Section 4.10(g) of the Company Disclosure Schedule and (ii) the primary purpose of which does not relate to Taxes). Neither the Company nor any of its Subsidiaries is obligated by Law, assumption, transferee or successor liability, or by any written or other contract, agreement or other arrangement, whether express or implied, to indemnify any other Person (other than the Company and its Subsidiaries) with respect to material Taxes. Neither the Company nor any of its Subsidiaries is liable under Treasury Regulation Section 1.1502-6 (or any similar provision of the Laws of any state, local or foreign jurisdiction) for any Taxes of any person other than the Company and its Subsidiaries.

(h) Neither the Company nor any of its Subsidiaries is subject to any closing agreement described in Section 7121 of the Code with the IRS, private letter ruling (or ruling request) or comparable agreement with, or ruling of, any Taxing Authority.

(i) Neither the Company nor any of its Subsidiaries will be required to include any material item of income or gain in, or exclude any material item of deduction or loss from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made by the Company or any of its Subsidiaries occurring on or prior to the Closing Date; (ii) installment sale or open transaction disposition entered into by the Company or any of its Subsidiaries on or prior to the Closing Date; (iii) prepaid amounts received by the Company or any of its Subsidiaries on or prior to the Closing Date; (iv) intercompany transaction or excess loss account described in Treasury Regulation Section 1.1502-13 or 1.1502-19 (or any corresponding or similar provision of state, local, or foreign income Tax Law); or (v) closing agreement" described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Laws regarding Taxes) executed on or prior to the Closing Date. There is no taxable income of the Company or any of its Subsidiaries that will be required under applicable Law to be reported by Parent or the Company or any of their Affiliates for a taxable period beginning after the Closing Date which taxable income was realized (and reflects economic income arising prior to) the Closing Date.

(j) Each of the Company and its Subsidiaries has disclosed on its U.S. federal income Tax Returns all positions taken therein that could give rise to substantial understatement of U.S. federal income tax within the meaning of Section 6662 of the Code and neither the Company nor any of its Subsidiaries has participated in any "reportable transaction" or "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 or any other corresponding provision of state, local or foreign Laws.

(k) Other than as a result of the transactions contemplated by this Agreement, there are no limitations on the utilization of net operating losses, capital losses or credits of the Company or any of its Subsidiaries under Sections 382, 383 or 384 of the Code or any similar provision of applicable Law.

(l) Each of the Company and its Subsidiaries has received, from each employee or former employee of the Company and its Subsidiaries who holds stock that is outstanding and subject to a substantial risk of forfeiture as of the date hereof, if any, a copy of the election(s) made under Section 83(b) of the Code with respect to all such shares, and, to the Knowledge of the Company, such elections were validly made and filed with the IRS in a timely fashion.

(m) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event) could give rise to the payment of any amount or the provision of any benefit that constitutes an "excess parachute payment" within the meaning of Section 280G of the Code on account of the transactions contemplated by this Agreement. There is no arrangement or Contract by which the Company or any of its Subsidiaries is bound to compensate any Person for excise Taxes paid pursuant to Section 4999 of the Code or similar state Laws.

(n) Each Company Plan, maintained by the Company or any of its Subsidiaries has been established, administered and maintained in compliance in all material respects with the requirements of Section 409A of the Code and the regulations promulgated

thereunder. There is no arrangement or Contract by which the Company or any of its Subsidiaries is bound to compensate any Person for Taxes or penalties paid pursuant to Section 409A of the Code or similar state Laws.

(o) None of the Company or any of its Subsidiaries was required to include any amount in income pursuant to Section 965(a) of the Code for any Tax period beginning on or after January 1, 2017. In the case of any amounts required to be shown on Section 4.10(o) of the Company Disclosure Schedule, such schedule includes (i) the identity of the taxpayer (the Company or the particular Subsidiary) required to include such Section 965(a) amount, (ii) the total amount of income required to be included by reason of each particular share ownership, (iii) the ownership interest from which such income derives (name of foreign corporation and percentage of vote and value owned), (iv) any deficit in earnings and profits utilized to reduce the amount of income required to be included by the taxpayer and the source thereof, (v) the first taxable year of the taxpayer with respect to which the amount of such income was required to be included, (vi) the extent to which the included amounts are considered to represent the aggregate of the taxpayer's pro rata share of the cash portion of the relevant offshore corporation within the meaning of Section 965(c)(3) of the Code, (vii) whether any election has been made pursuant to Section 965(h) of the Code to pay the Tax due with respect to such income in installments and (viii) in any instance where an election under Section 965(h) of the Code has been made, a schedule showing the total Tax owing, the amount of Tax that has already been paid, the amount of Tax deferred pursuant to Section 965(h), the dates on which future payments will be required to be made, and the amount of the payment required on each such date.

(p) Neither the Company nor any of its Subsidiaries is, or has been during the applicable period specified in Section 897(c)(1)(A)(2) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(q) Neither the Company nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" (in each case within the meaning of Section 355(a)(1) of the Code) (i) within the two (2) year period ending as of the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) that includes the transactions contemplated by this Agreement.

(r) (i) The Company and all of its Subsidiaries are and have been in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating transfer pricing practices of the Company and its Subsidiaries and (ii) the prices for any property of services (or for the use of any property) provided by or to the Company or any of its Subsidiaries are arm's-length prices for purposes of the relevant transfer pricing laws, including Treasury Regulations promulgated under Section 482 of the Code.

(s) Neither the Company nor any of its Subsidiaries is a party to any joint venture, partnership or other agreement or arrangement which is treated as a partnership for U.S. federal income Tax purposes.

(t) The Company and its Subsidiaries are in compliance in all material respects with, all terms and conditions of any Tax exemption, Tax holiday or other Tax reduction agreement or order.

(u) The Company and its Subsidiaries have complied with all state sales, use or other similar Tax requirements under applicable Law, including any material sales or use or other similar Taxes that may be imposed on personal services or upon software, data services or other information services.

Notwithstanding any other provision of this Agreement: (i) the representations and warranties contained in Section 4.9, Section 4.15 and this Section 4.10 constitute the sole and exclusive representations and warranties relating to any Taxes or Tax Returns of the Company and its respective Subsidiaries; and (ii) nothing in this Agreement (including this Section 4.10) shall be construed as providing a representation or warranty with respect to the existence, amount, expiration date or limitations on (or availability of) any Tax attribute of any of Company or its Subsidiaries in any taxable period (or portion thereof) beginning after the Closing Date.

4.11 Real Property.

(a) Section 4.11(a) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a complete list of all real property and interests in real property leased by the Company and each of its Subsidiaries as lessee or sublessor (individually, a "Real Property Lease," and collectively, the "Real Property Leases," and such related properties being referred to herein individually as a "Company Property" and collectively as the "Company Properties"). There are no oral Real Property Leases. The Company and its Subsidiaries do not currently own, and have never in the past owned, any real property. The Company Properties constitute all interests in real property currently used or currently held for use in connection with the business of the Company. Each of the Company and its Subsidiaries, as applicable, has a valid and enforceable leasehold interest, free and clear of any Liens, other than Permitted Encumbrances, under each of the Real Property Leases, and has not granted any other Person the right to occupy any of the premises subject to a Real Property Lease. There are no disputes with respect to any Real Property Lease. The full amount of security deposit required under each Real Property Lease, if any, is on deposit thereunder. The current use of the Company Properties is, in all material respects, in accordance with the certificates of occupancy relating thereto and the terms of any Permits relating thereto. To the Knowledge of the Company, there is no pending or threatened appropriation, condemnation or similar action affecting the Company Properties. There has been no material destruction, damage or casualty with respect to the Company Properties. The Company Properties and all of the buildings, plants, structures, and facilities located thereon are in good working condition and are sufficient and are all of the interests in real property used in or necessary to conduct the business and operations of the business of the Company and its Subsidiaries as currently conducted.

(b) In the past three (3) years, neither the Company nor any of its Subsidiaries has received any written notice from any insurance company that has issued to the Company or its Subsidiaries a policy with respect to any Company Property requiring performance of any structural or other repairs or alterations to such Company Property.

(c) Neither the Company nor any of its Subsidiaries owns or holds, or is obligated under or a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any real estate or any portion thereof or interest therein.

4.12 Tangible Personal Property.

(a) The Company and its Subsidiaries have good and marketable title to, or, in the case of leased properties and assets, valid leasehold interests in, all of the material items of tangible personal property used or held for use in the business of the Company (except as sold or disposed of subsequent to the date hereof in the Ordinary Course of Business), free and clear of any Liens, other than the Permitted Encumbrances and such imperfections of title, if any, that do not materially interfere with the present value of such property. All material items of tangible personal property that are necessary for the operation of the business of the Company are in good condition and in a state of good maintenance and repair (ordinary wear and tear excepted) and are suitable for the purposes used. The tangible assets owned or leased by the Company and its Subsidiaries constitute in all material respects all of the tangible assets necessary for the Company to carry on its business as now conducted.

(b) Section 4.12(b) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all material leases of personal property ("Personal Property Leases") used in the business of the Company or to which the Company or any of its Subsidiaries is a party or by which the properties or assets of the Company or any of its Subsidiaries is bound. All of the material items of personal property under the Personal Property Leases are in good condition and repair (ordinary wear and tear excepted) and are suitable for the purposes used, and such property is in all material respects in the condition required of such property by the terms of the lease applicable thereto during the term of the lease.

(c) No material properties or assets related to or used by the Company or any of its Subsidiaries are owned or leased by any Affiliate of any holder of securities of the Company or any of its Subsidiaries.

4.13 Intellectual Property.

(a) Section 4.13(a) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all Company Intellectual Property Registrations (including the record owner(s) thereof) and (i) for each Patent (including any abandoned or expired Patents), the patent number or application serial number for each jurisdiction in which filed, date issued and filed and present status thereof, (ii) for each Trademark included in the Company Intellectual Property Registrations, the application serial number or registration number, by country, province and state, and the class of goods or services covered, the date issued and filed and the present status thereof, (iii) for each Domain Name, the renewal date and name of registrar, (iv) for each Copyright included in the Company Intellectual Property Registrations, the number and date of such registration or Copyright application by country, province and state, (v) for each registered design, the registration number or application serial number for each jurisdiction in which filed, date issued and filed and present status thereof,

(vi) all actual or, to the Knowledge of the Company, threatened Legal Proceedings (including reexamination and reissue proceedings) before any court, tribunal or other Governmental Authority (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any Company Intellectual Property Registrations and (vii) any actions that must be taken within ninety (90) days after the date of this Agreement for the purposes of obtaining, maintaining, perfecting, preserving or renewing any Company Intellectual Property Registrations, including the payment of any registration, maintenance or renewal fees or the filing of documents, applications or certificates or any responses to office actions. Section 4.13(a) of the Company Disclosure Schedule also sets forth, as of the date of this Agreement, a true, correct and complete list of all (A) material unregistered and common law Trademarks used by the Company and its Subsidiaries, including a list of applicable jurisdictions and the dates of first use, (B) material unregistered Copyrights for which an application has not been filed, excluding unregistered Copyrights with respect to Software, documentation related to such Software, and Company Data (C) material unregistered designs for which an application has not been filed and (D) all actual or, to the Knowledge of Company, threatened Legal Proceedings before any court, tribunal or other Governmental Authority related to any of the foregoing in (A) through (C).

(b) To the Knowledge of the Company, each of the Company Intellectual Property Registrations is valid, enforceable and subsisting. All necessary registration, maintenance and renewal fees due as of the date of this Agreement in connection with such Company Intellectual Property Registrations have been made and all necessary documents, recordations and certificates in connection with such Company Intellectual Property Registrations have been filed with the relevant Governmental Authorities in the United States or other jurisdictions, as the case may be, for the purposes of prosecuting, perfecting and maintaining such Company Intellectual Property Registrations. To the Knowledge of the Company, there are no materials, information, facts or circumstances, including any materials, information, facts or circumstances that would constitute prior art, that would render any of the Company Intellectual Property Registrations invalid or unenforceable or that would materially affect any pending applications for any Company Intellectual Property Registrations. There has been no conduct by or on behalf of the Company or its Subsidiaries, or, to the Knowledge of the Company, any other conduct that would render any Company Patents or any claim thereof invalid or unenforceable. Other than Legal Proceedings initiated or prosecuted by Company or its Subsidiaries related to the filing and/or prosecution of Intellectual Property, there are no Legal Proceedings, including interference, derivation, reexamination (including inter partes review, ex parte reexamination, inter partes reexamination, post-grant review or covered business method review), reissue, opposition, nullity or cancellation proceedings, pending that relate to any of the Company Intellectual Property Registrations, and no such Legal Proceedings are threatened in writing, or, to the Knowledge of the Company, otherwise threatened or contemplated by any Governmental Authority or any other Person. No issuance or registration obtained and no application filed by the Company or any of its Subsidiaries has been cancelled, abandoned, allowed to lapse or not renewed, except where any of the Company or its Subsidiaries has in its reasonable business judgment decided to cancel, abandon, allow to lapse or not renew such issuance, registration or application.

(c) Each of the Company and its Subsidiaries owns, and has good and exclusive title to, any and all Company Products (other than (1) Intellectual Property and/or

Technology owned by a Person other than Company or its Subsidiaries and incorporated or embedded in Company Products pursuant to an Inbound Intellectual Property Contract and listed in Section 4.13(p)(ii) of the Company Disclosure Schedule, (2) Open Source Materials incorporated or embedded in Company Products and (3) Off-the-Shelf Software), Owned Company Intellectual Property, and Owned Company Technology (other than Owned Company Intellectual Property and Owned Company Technology that is exclusively licensed to the Company or the applicable Subsidiary), free and clear of any Liens (other than Permitted Encumbrances) and all Owned Company Intellectual Property and Owned Company Technology is fully paid and not subject to any ongoing payment obligation. All Company Products (other than (1) Intellectual Property and/or Technology owned by a Person other than Company or its Subsidiaries and incorporated or embedded in Company Products pursuant to an Inbound Intellectual Property Contract and listed in Section 4.13(p)(ii) of the Company Disclosure Schedule, (2) Open Source Materials incorporated or embedded in Company Products and (3) Off-the-Shelf Software), Owned Company Intellectual Property, and Owned Company Technology (other than Owned Company Technology that is exclusively licensed to the Company or the applicable Subsidiary) is (i) fully transferable and alienable by the Company or its Subsidiaries and (ii) licensable by the Company or its Subsidiaries and can be modified, in each case of (i) and (ii), without restriction and without payment of any kind to any Person.

(d) No Owned Company Intellectual Property, Owned Company Technology, or Company Products are subject to any Legal Proceeding or Order restricting or affecting any use, transfer or licensing of such Owned Company Intellectual Property, Owned Company Technology or Company Products, and no Owned Company Intellectual Property is subject to any Legal Proceeding or Order that affects the validity or enforceability of such Owned Company Intellectual Property, and, to the Knowledge of the Company, no facts exist that would reasonably be expected to form the basis for any such Legal Proceeding or Order. To the Knowledge of the Company, no Licensed Company Intellectual Property or Licensed Company Technology included in any Company Product or otherwise used or held for use by the Company or its Subsidiaries is subject to any Legal Proceeding or Order restricting or affecting any such use, transfer or licensing of such Licensed Company Intellectual Property, Licensed Company Technology, or Company Product by the Company or any of its Subsidiaries, and no facts exist that would reasonably be expected to form the basis for any such Legal Proceeding or Order.

(e) Each of the Company and its Subsidiaries had (for the relevant periods) or has a valid and enforceable license or other right to use, practice and exploit all Company Intellectual Property, Company Technology and Company Data in the manner in which the foregoing Company Intellectual Property, Company Technology and Company Data has been used, practiced and exploited or is being used, practiced or exploited by the Company and the applicable Subsidiary.

(f) Neither the Company nor any of its Subsidiaries has (i) transferred ownership of, or granted any exclusive license or exclusive right under or with respect to, or authorized the retention of any exclusive right with respect to or joint ownership of, any Intellectual Property that is or was at any time in the previous five (5) years owned or purported to be owned by the Company or its Subsidiaries to any other Person, (ii) permitted the Company's or any of its Subsidiaries' rights in any Owned Company Intellectual Property to

lapse or enter the public domain, except where any of the Company or its Subsidiaries has in its reasonable business judgment decided to cancel, abandon, allow to lapse or not renew such Intellectual Property, or (iii) granted to any Person any right to bring any claim or cause of action arising out of or related to infringement, misappropriation or violation of any Owned Company Intellectual Property.

(g) Neither the Company nor any of its Subsidiaries is subject to a legally enforceable obligation to grant licenses to any Person or is impaired or limited in its control of any Owned Company Intellectual Property or Owned Company Technology in connection with any standards-setting bodies, industry groups or other similar organizations ("Standards Organizations"). None of the Company, any of its Subsidiaries or any Company Patent is subject to any membership agreements, bylaws, practices or policies of any Standards Organization (including with respect to licensing or non-assertion or any obligation or requirement that would impair or limit the Company's or its Subsidiaries' control of any Owned Company Intellectual Property or Owned Company Technology). No Company Patent has been identified by the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other Person, as essential to any Standards Organization or any standard promulgated by any Standards Organization. No Company Patent is essential to any Standards Organization or any standard promulgated by any Standards Organization. Neither the Company nor any of its Subsidiaries implements any standard or specifications in any Company Products that would require the grant of an Intellectual Property, Software or other Technology license to any Person.

(h) Each of the Company and its Subsidiaries has required each current and former employee, contractor and consultant of the Company and its Subsidiaries who has contributed to the creation or development of any Company Products, or any Intellectual Property or Technology for or on behalf of the Company or its Subsidiaries, to sign a valid and enforceable agreement that includes (i) confidentiality obligations in favor of the Company or the applicable Subsidiary, (ii) a present assignment to the Company or the applicable Subsidiary of all right, title and interest in and to all Intellectual Property and Technology created or developed by such Person in the scope of such Person's employment by or engagement with the Company or the applicable Subsidiary (including the rights to transfer, license, amend and modify such Intellectual Property and Technology) and (iii) a waiver of any moral rights (to the extent possible under applicable Law) such Person may possess in such Intellectual Property and Technology (collectively, the "Invention Assignment Agreements"). No Person who has executed an Invention Assignment Agreement is in default or breach of such Invention Assignment Agreement and all such Persons are in compliance with the terms of the Invention Assignment Agreement, except to the extent such default, breach or non-compliance would not be material to any Company Products, material Company Intellectual Property or material Company Technology. To the extent any Intellectual Property covered by an Invention Assignment Agreement relates to Company Intellectual Property Registrations, and to the extent provided for by, and in accordance with, applicable Laws, each of the Company and its Subsidiaries has recorded such Invention Assignment Agreements or other documents sufficient to evidence the assignment of such Intellectual Property to the Company and the applicable Subsidiary, as applicable and appropriate, with the relevant Governmental Authority such that such Company Intellectual Property Registrations are in the name of the Company or the applicable Subsidiary with no break in the chain of title. No Intellectual Property or Technology that a current or former employee, contractor or consultant of the Company or any

of its Subsidiaries has excluded from any Invention Assignment Agreement executed by such Person in connection with such Person's employment by or engagement with the Company or its Subsidiaries, is incorporated or embedded in Company Products, Company Intellectual Property or Company Technology.

(i) Each of the Company and its Subsidiaries has paid, in full, all mandatory compensation to employees, contractors and consultants of the Company and the applicable Subsidiary in relation to all Company Intellectual Property and Company Technology, and except to the extent the payment obligation arises under an agreement to which Parent or any Affiliates of Parent but not the Company or its Subsidiaries is a party, neither this Agreement nor any transactions contemplated by this Agreement will result in any further amounts being payable to any current or former employees, contractors or consultants of the Company or its Subsidiaries in relation to any Company Intellectual Property or Company Technology.

(j) None of the Company or any of its Subsidiaries or any current or former employees, contractors or consultants of Company or any of its Subsidiaries have contributed or provided any feedback or suggestions with respect to any third party products, services or Technology under terms that require or would require the Company or any of its Subsidiaries to assign, or grant any license, covenant or other rights in, any Patent included in the Company Intellectual Property or any other material Company Intellectual Property or material Company Technology in connection with any such feedback or suggestion to any Person.

(k) Neither the operation of the business of the Company or its Subsidiaries as previously or currently conducted (including the design, development, manufacture, having manufactured, use, importation, export, sale, offering for sale, provision, reproduction, display, performance, modification, licensing, disclosure, support, commercialization, maintenance or other exploitation of Company Products or Company Software) nor the use, practice or exploitation of any Company Intellectual Property or Company Technology infringes, misappropriates or violates, or has infringed, misappropriated or violated or will infringe or violate any Intellectual Property of any Person; constitutes or results from a misappropriation or misuse of, has constituted or resulted from a misappropriation or misuse of or will constitute or result from a misappropriation or misuse of any Intellectual Property of any Person; otherwise violates, has violated or will violate any rights of any Person (including any right to privacy); or constitutes, has constituted or will constitute unfair competition or trade practices. Neither the Company nor any of its Subsidiaries has received written notice during the five (5) year period immediately preceding the date of this Agreement from any Person of any claim (i) alleging any infringement, misappropriation, misuse, or violation or unfair competition or trade practices with respect to any Intellectual Property or Technology, (ii) alleging that the Company or any of its Subsidiaries must license or obtain a release from any Person or refrain from using any Intellectual Property or Technology, or consider the applicability of any Intellectual Property to Company Products or the business of the Company or its Subsidiaries (or otherwise offering a license to any Intellectual Property) or (iii) challenging the validity, enforceability, effectiveness or ownership by the Company or any of its Subsidiaries of any of the Owned Company Intellectual Property or Owned Company Technology. No such claim is threatened in writing or, to the Knowledge of the Company, otherwise threatened by any Person and no valid basis exists for any such claim.

(l) To the Knowledge of the Company, no Person has infringed, misappropriated, misused or violated, or is infringing, misappropriating, misusing or violating, any Owned Company Intellectual Property or Owned Company Technology. Neither the Company nor any of its Subsidiaries has made any claim against any Person alleging any infringement, misappropriation, misuse or violation of any Owned Company Intellectual Property or Owned Company Technology.

(m) There is no Order prohibiting or restricting the use, practice or exploitation of any Company Intellectual Property or Company Technology in any jurisdiction in which the Company or any of its Subsidiaries currently conducts, has conducted or currently contemplates conducting business.

(n) Neither the Company nor any of its Subsidiaries has received any written notice or request to indemnify, defend, or hold harmless any Person with respect to any claim of infringement, misappropriation, misuse or violation of any Intellectual Property or Technology, which notice or request has not been finally resolved.

(o) Neither the Company nor any of its Subsidiaries has made available any Software or other Technology (and neither the Company nor any of its Subsidiaries has agreed to make available any Software or other Technology) to any Person other than (i) pursuant to the Outbound Intellectual Property Contracts or (ii) pursuant to an Open Source License listed in Section 4.13(o)(ii) of the Company Disclosure Schedule. No Company Products have been made available (and neither the Company nor any of its Subsidiaries has agreed to make available any Company Products) other than pursuant to the Contracts made available to Parent or Contracts containing substantially the same terms as a standard form Contract made available to Parent. The Company and its Subsidiaries have neither received from nor provided or granted to any Person a license, immunity, authorization, covenant not to sue or other right to or under, any Patent or any other material Intellectual Property other than pursuant to the Intellectual Property Contracts.

(p) Section 4.13(p)(i) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all material Outbound Intellectual Property Contracts, other than Contracts granting customers, distributors, OEMs or resellers non-exclusive licenses to Company Products that are either made available to Parent or Contracts containing grants of licenses to Company Intellectual Property that are materially the same as a standard form Contract made available to Parent. None of the Outbound Intellectual Property Contracts (i) cover or apply to any Intellectual Property of Parent or any Affiliates of Parent or Affiliates of the Company or its Subsidiaries and (ii) would, after the Closing, apply to Parent or its Affiliates other than the Company or its Subsidiaries. Section 4.13(p)(ii) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all material Inbound Intellectual Property Contracts, excluding (A) Open Source Licenses, (B) Contracts that grant to the Company or any of its Subsidiaries any license for generally available off-the-shelf software that is available on standard terms through commercial distributors, in consumer retail stores or through online distribution sources for a license fee of less than $50,000 annually ("Off-the-Shelf Software") and (C) Contracts under which customers, distributors or resellers grant to the Company non-exclusive licenses or covenants to Customer Data or Customer Intellectual Property. The

Company has made available to Parent true, correct and complete copies of all material Intellectual Property Contracts.

(q) Section 4.13(q) of the Company Disclosure Schedule sets forth a true, correct and complete list of all Software not owned by the Company or its Subsidiaries that is incorporated or embedded in any Company Product by the Company or its Subsidiaries or at the direction of the Company or its Subsidiaries (in each case excluding Off-the-Shelf Software and Open Source Materials).

(r) Neither this Agreement nor any transactions contemplated hereby will result in any of the following under or pursuant to any Contracts to which the Company or any of its Subsidiaries is a party or by which any assets or properties of the Company or any of its Subsidiaries are bound: (i) any Person being granted rights or access to, or the placement in or release from escrow of, any Company Software source code or other Company Intellectual Property or Company Technology, (ii) the Company or any of its Subsidiaries, Parent or any of their Affiliates granting to any Person any ownership interest in, or any license, immunity, authorization, covenant not to sue or other right under or with respect to, any Intellectual Property or Technology except to the extent the foregoing arises under an agreement to which Parent but not the Company or its Subsidiaries is a party, or (iii) the Company or any of its Subsidiaries, Parent or any of their Affiliates or any of their Intellectual Property being bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses or personnel except to the extent the foregoing arises under an agreement to which Parent or any of its Affiliates but not the Company or its Subsidiaries is a party.

(s) Section 4.13(s) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all Contracts to which the Company or any of its Subsidiaries is a party and pursuant to which any Person has obtained or may obtain rights to receive any material Company Software or any Company Software in any Company Products in source code form (other than Company Software that by its nature is executed by the end user in human readable form, *e.g.*, HTML and JavaScript) through or from the Company or any of its Subsidiaries, any escrow agent or any other Person. Neither the Company nor any of its Subsidiaries has disclosed or delivered to any escrow agent or any other Person any of the source code for any Company Software (other than Company Software that by its nature is executed by the end user in human readable form, *e.g.*, HTML and JavaScript), and no Person (other than any employee, contractor or consultant that has executed an Invention Assignment Agreement) has any right, contingent or otherwise, to obtain access to or use any such source code (other than Company Software that by its nature is executed by the end user in human readable form, *e.g.*, HTML and JavaScript). No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or reasonably could be expected to, result in the delivery, license or disclosure of any such source code (other than Company Software that by its nature is executed by the end user in human readable form, *e.g.*, HTML and JavaScript) to any Person who is not a current employee of the Company or any of its Subsidiaries that has executed an Invention Assignment Agreement.

(t) All use and distribution of Company Software, Company Products and Open Source Materials by or through the Company and its Subsidiaries is in full compliance with all Open Source Licenses applicable thereto, including all copyright notice and attribution

requirements. Neither the Company nor its Subsidiaries has incorporated or embedded any Open Source Materials into any Company Software or Company Products, combined, linked or distributed any Open Source Materials with any Company Software or Company Products or used any Open Source Materials, in each case, in a manner that requires the Company Software or Company Products, any portion thereof, or any Company Technology or Company Intellectual Property, to be subject to Copyleft Licenses or requires Parent or any of Parent's Affiliates to grant any Patent license or other Patent rights.

(u) Except as set forth in Section 4.13(u) of the Company Disclosure Schedule, neither the Company or any of its Subsidiaries (i) has contributed to any open source projects, (ii) has licensed, distributed or made accessible any material Company Software or Software included in a Company Product under any Open Source License or (iii) has executed a corporate contribution agreement in connection with any open source project.

(v) The Intellectual Property and Technology owned by or licensed (pursuant to an enforceable written Inbound Intellectual Property Contract) to the Company and its Subsidiaries constitutes all Intellectual Property and Technology necessary and sufficient for the Company and its Subsidiaries to conduct its business as currently conducted; provided, that the foregoing does not apply to third party Intellectual Property or Technology for which Company does not do any of the following: use or practice, authorize others to use or practice, include in a Company Product, or otherwise make available (*e.g.*, customer hardware, third party telecommunications networks, etc.).

(w) Immediately following the Effective Time, the Surviving Corporation will be permitted to exercise all of the Company's and its Subsidiaries' rights under all Intellectual Property Contracts related to material Intellectual Property Rights or material Technology, to the same extent the Company and its Subsidiaries would have been able to had the transactions contemplated hereby not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments that the Company or any of its Subsidiaries would otherwise have been required to pay had such transactions not occurred.

(x) Section 4.13(x) of the Company Disclosure Schedule sets forth a true, correct and complete list of all (i) Company Products that are currently offered or distributed by the Company or any of its Subsidiaries, including title and most current version and release number, and (ii) products or service offerings that Company or any of its Subsidiaries intends to sell, license, distribute, or otherwise dispose of or grant access to in the six (6) month period following the date of this Agreement. Each Company Product currently offered or distributed by the Company, or otherwise authorized for use by a customer, conforms in all material respects to the specifications and documentation therefor and all applicable contractual commitments.

(y) Each of the Company and its Subsidiaries has taken commercially reasonable steps to protect and maintain the confidentiality of, and the rights of the Company and the applicable Subsidiary in, the Company's and the applicable Subsidiary's Confidential Information. Without limiting the foregoing, each of the Company and its Subsidiaries has required each current and former employee, contractor and consultant of the Company and its

Subsidiaries to execute a valid and enforceable written agreement that is compliant with all applicable Laws and provides reasonable protection for such Confidential Information and all current and former employees, contractors and consultants of the Company and its Subsidiaries with access to such Confidential Information have executed such an agreement. All disclosures by the Company or any of its Subsidiaries of any such Confidential Information have been made pursuant to a written Contract that provides reasonable protection for such Confidential Information. Each of the Company and its Subsidiaries has taken steps to protect the Confidential Information of any Person (including customers and vendors of the Company and its Subsidiaries) provided to the Company and the applicable Subsidiary in accordance with its applicable obligations of confidentiality with respect to such Confidential Information. To the Knowledge of the Company, no current or former employee, contractor or consultant of the Company or any of its Subsidiaries has disclosed, or has permitted any other Person to disclose, any Confidential Information (including with respect to any Company Intellectual Property) to any Institution or through any academic or other publication, poster, or talk.

(z) The Company Software is free from any defect, virus or programming, design, or documentation error that would have a material effect on the operation or use of the Company Software. Except as set forth on Section 4.13(z) of the Company Disclosure Schedule, none of the Company Software or Company Products contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus" or "worm" (as such terms are commonly understood in the software industry, "Viruses"). Except in connection with the performance of functionality reasonably disclosed to the customer, none of the Company Software or the Company Products (A) constitutes, contains or is considered "spyware" or "trackware" (as such terms are commonly understood in the software industry), (B) records a user's actions without such customer's knowledge or (C) employs a user's Internet connection without such customer's knowledge to gather or transmit information on such user or such user's behavior. Each of the Company and its Subsidiaries has implemented commercially reasonable measures, consistent with industry standard procedures, to mitigate against the likelihood that the Company Software or Company Products contain any "virus," "Trojan horse," or "worm" (as such terms are commonly understood in the software industry).

(aa) The computer, information technology, and Data processing systems, facilities and services used by or for the Company and its Subsidiaries, including all Software, hardware, networks, communications facilities, platforms, and related systems and services (collectively, "Systems"), are adequate and sufficient for the needs and operations of the Company and its Subsidiaries. The Systems are maintained an in good working condition to effectively perform all computing information technology and Data processing operations reasonably necessary for the operations of the Company and its Subsidiaries. There are no material alterations, modifications or updates to the Systems intended or required for the current operations of the Company and its Subsidiaries. Each of the Company and its Subsidiaries has taken reasonable steps and implemented reasonable safeguards to preserve and maintain the performance, security and integrity of the Systems (and all Software, information or Data stored thereon) and protect the Systems (and all Software, information or Data stored thereon) from Viruses. The Systems, the procedures and processes of the Company and its Subsidiaries for developing, supporting and maintaining the Systems and the applications programming interfaces, protocols, data structures, command structures and other interfaces with respect to the Systems are documented in a commercially reasonable manner that would permit Persons

generally skilled in the subject matter of such Systems (including applications therefor) (*e.g.*, personnel experienced in the support of Software, maintenance of network equipment, etc.) to develop, support, and maintain such Systems (including applications therefor) in accordance with industry standards and without material disruption or interruption or effect on performance. All Systems are owned or rightfully possessed by, operated by, or otherwise under the control of the Company and its Subsidiaries. (i) There has been no failure with respect to any Systems that has had a material effect on the operations of the Company or any of its Subsidiaries and (ii) there has been no unauthorized access to or use of (A) to the Knowledge of the Company, any Systems (or any Software, information or data stored thereon); (B) the Confidential Information in the Company's or its Subsidiaries' possession, custody or control; or (C) the Company Data, in each case, collected, held or otherwise managed by or on behalf of the Company or any of its Subsidiaries.

(bb) No Institution has provided or provides facilities, personnel, funding, Intellectual Property, Technology, research, equipment or other resources for the invention, creation, development, or registration of any Owned Company Intellectual Property, Owned Company Technology or Company Product. No Institution has any rights in or with respect to any Owned Company Intellectual Property, Owned Company Technology or Company Products or any developments of any Intellectual Property or Technology made by any current or former employee, contractor or consultant of the Company or any of its Subsidiaries that relate in any manner to Owned Company Intellectual Property, Owned Company Technology or Company Products. To the Knowledge of the Company, no current or former employee, contractor or consultant of the Company or any of its Subsidiaries has performed services for any Institution during a period of time during which such employee, contractor or consultant was also performing services for the Company or any of its Subsidiaries, in each case, except as described in Section 4.13(bb) of the Company Disclosure Schedule. To the Knowledge of the Company, no current or former employee, contractor, or consultant of the Company or any of its Subsidiaries, while engaged at the Company or any of its Subsidiaries or while inventing, developing, or authoring Intellectual Property for or in contemplation of the Company or any of its Subsidiaries has used, or is using funding, facilities, personnel, Intellectual Property, research, equipment or other resources of any Institution.

(cc) All technical data, computer software and computer software documentation (as those terms are defined under the Federal Acquisition Regulation and its supplemental regulations) developed, delivered or used under or in connection with the Government Contracts have been properly and sufficiently marked and protected so that no more than the minimum rights or licenses required under applicable regulations and Government Contract terms, if any, have been provided. All disclosures, elections and notices required by applicable regulations and Contract terms to protect ownership of inventions developed, conceived or first actually reduced to practice under Government Contracts related to the Intellectual Property have been made and provided in accordance with Applicable Law. All technical data, computer software and computer software documentation was developed at private expense and no Governmental Authority was obtained by Contract or otherwise, rights in the technical data, computer software and computer software documentation that will affect the commercial value thereof.

4.14 Company Contracts.

(a) Section 4.14(a) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, the following Contracts to which the Company or any of its Subsidiaries is a party or by which it is otherwise bound that are currently in force or pursuant to which the Company or any of its Subsidiaries currently has any outstanding obligations or Liabilities (other than obligations of confidentiality or similar obligations that may have survived the termination or expiration of a Contract) and that are included within any of the following categories (excluding any Contract that is or relates to a Company Plan) (collectively, the "Company Contracts"):

(i) Contracts with any officer, director or Affiliate of the Company or any of its Subsidiaries, including indemnification agreements, that have any continuing obligations as of the date of this Agreement;

(ii) Stockholder agreements, investors' rights agreements, voting agreements, voting trusts, rights of first refusal and co-sale agreements or registration rights agreements or any Contracts with respect to the issuance, sale, transfer or other disposition of any equity or debt security of the Company or any of its Subsidiaries;

(iii) Contracts required to be disclosed on Section 4.13(p) of the Company Disclosure Schedule and all other material Intellectual Property Contracts, including any other Contracts relating to the acquisition, use, transfer, development, deployment or sharing of any Intellectual Property or Technology (excluding (A) Contracts containing terms related to the acquisition, use, transfer, development, deployment or sharing of Intellectual Property or Technology that are materially the same as a standard form Contract made available to Parent entered into in the Ordinary Course of Business granting customers, distributors, OEMs or resellers non-exclusive licenses to Company Products, (B) inbound Open Source Licenses, (C) licenses for Off-the-Shelf Software, and (D) Invention Assignment Agreements with employees or contractors of the Company or any of its Subsidiaries);

(iv) any form Company Data Contract pursuant to which any Person is authorized to use, disclose or otherwise process any material Company Data that materially deviate from such form Company Data Contract, excluding any Contracts entered into in the Ordinary Course of Business;

(v) Contracts of the Company or its Subsidiaries under which Company or any of its Subsidiaries grant, or is granted, any immunity, authorization, covenant not to sue, license, sublicense or other right to practice Patents other than grants to Company Intellectual Property that are materially the same as in a standard form of contract made available to Parent entered into in the Ordinary Course of Business;

(vi) Contracts (excluding any Contract to which Parent but not the Company or its Subsidiaries is a party) that following Closing would or would purport to require any existing or future Subsidiaries or Affiliates of the Company or its Subsidiaries, including Parent, to grant to any Person (or to be bound by): (A) any express license, right or

covenant not to sue or (B) any exclusive rights, noncompetition rights, rights of refusal or rights of first;

(vii) Contracts for the purchase and sale of any real property, Personal Property Leases and Real Property Leases;

(viii) loan or credit agreements, indentures, notes or other Contracts or instruments evidencing Indebtedness by the Company or any of its Subsidiaries or Contracts or instruments pursuant to which Indebtedness may be incurred or is guaranteed by the Company or any of its Subsidiaries, or any mortgages, pledges, security agreements, deeds of trust or other Contracts imposing a Lien (other than a Permitted Encumbrance) on any of the Company's or any of its Subsidiaries' assets;

(ix) Contracts under which the Company or any of its Subsidiaries has made advances or loans to any other Person, except for advances of business expenses of up to $50,000 in the Ordinary Course of Business;

(x) Contracts relating to any single or series of related capital expenditures by the Company or any of its Subsidiaries pursuant to which the Company or any of its Subsidiaries has future financial obligations in excess of $100,000;

(xi) Contracts for (A) the sale of any of the business, properties or assets of the Company or any of its Subsidiaries other than in the Ordinary Course of Business, (B) the grant to any Person of any preferential rights to purchase any of its properties or assets or (C) the acquisition by the Company or any of its Subsidiaries of any operating business, properties or assets, whether by merger, purchase or sale of stock or assets or otherwise (other than Contracts for the purchase of inventory or supplies entered into in the Ordinary Course of Business);

(xii) Contracts that grant to any Person other than the Company or any of its Subsidiaries any (A) exclusive license, supply, distribution or other rights, (B) "most favored nation" rights, (C) rights of first refusal, rights of first negotiation or similar rights or (D) exclusive rights to purchase any of the Company's or its Subsidiaries' products or services;

(xiii) Contracts (other than employment-related Contracts required to be disclosed on Section 4.15(a) of the Company Disclosure Schedule and licenses for Off-the-Shelf Software) providing for any minimum or guaranteed payments by the Company or any of its Subsidiaries to any Person in excess of $100,000 annually;

(xiv) Contracts for joint ventures, joint development, joint marketing, strategic alliances or partnerships;

(xv) Contracts that purport to (A) limit, curtail or restrict the ability of the Company or any of its existing or future Subsidiaries or Affiliates, including Parent, to compete in any geographical area, market or line of business, (B) restrict the Persons to whom the Company or any of its existing or future Subsidiaries or Affiliates, including Parent, may sell products or deliver services, or (C) restrict Persons that the Company, or any of its existing or

future Subsidiaries or Affiliates, including Parent, may hire or solicit for hire as employees or consultants;

(xvi) Contracts of the Company or any of its Subsidiaries with any Top Customer or Top Supplier that contain indemnification obligations in excess of the amount of value the Company or its Subsidiaries is receiving, or has received, thereunder (other than with respect to indemnification for Intellectual Property matters);

(xvii) hedging, futures, options or other derivative Contracts;

(xviii) Contracts relating to the settlement of any Legal Proceeding or other administrative or judicial proceeding entered into in the three (3) year period immediately preceding the date of this Agreement (other than a separation and release agreement entered into with a departing employee or consultant);

(xix) Contracts with any foreign sales agent or foreign sales representative;

(xx) Contracts with any investment banker, broker, advisor or similar Person; or

(xxi) Contracts between the Company or any of its Subsidiaries and any Top Supplier or Top Customer.

(b) Each of the Company Contracts is in full force and effect with respect to the Company and its Subsidiaries and, to the Knowledge of the Company, each other party thereto, and is the legal, valid and binding obligation of the Company and its Subsidiaries, enforceable against the Company and its Subsidiaries in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general defenses and principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Neither the Company nor any of its Subsidiaries is in material default or material breach under the terms of any Company Contract, nor, to the Knowledge of the Company, does any condition exist that, with notice or lapse of time or both, would constitute a material default or material breach thereunder by the Company or its Subsidiaries. To the Knowledge of the Company, no other party to any Company Contract is in material default or material breach thereunder, nor, to the Knowledge of the Company, does any condition exist that with notice or lapse of time or both would constitute a material default or material breach by any such other party thereunder. As of the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written, or to the Knowledge of the Company, oral notice of termination or cancellation under any Company Contract or received any written, or to the Knowledge of the Company, oral notice of breach or default under any Company Contract. The Company has made available to Parent true, correct and complete copies of all written Company Contracts (or a written description of the material terms of any Company Contract that is not written).

(c) With respect to the Government Contracts:

(i) Section 4.14(c)(i) of the Company Disclosure Schedule lists, as of the date of the Agreement, all: (A) Government Contracts made by the Company or its Subsidiaries, the period of performance of which has not yet expired or terminated or for which final payment has not yet been received (the "Current Government Contracts"); and (B) quotations, bids and proposals for awards of new Government Contracts made by the Company or any of its Subsidiaries for which no award has been made and for which the Company believes there is a reasonable prospect that such an award to the Company or its Subsidiaries may yet be made ("Government Contract Bids"). The Company has made available to Parent true, correct and complete copies of all Current Government Contracts and Government Contract Bids, including any amendments and other modifications thereto. Each of the Current Government Contracts is in full force and effect with respect to the Company and its Subsidiaries and, to the Knowledge of the Company, each other party thereto, and is the legal, valid and binding obligation of the Company and its Subsidiaries, enforceable against the Company and its Subsidiaries in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general defenses and principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(ii) No Current Government Contract is the subject of bid or award protest proceedings and, to the Knowledge of the Company, no Government Contracts are reasonably likely to become the subject of bid or award protest proceedings.

(iii) With respect to each Current Government Contract: (A) the Company and each of its Subsidiaries and employees has complied in all material respects with all terms and conditions of such Government Contract, including all clauses, provisions and requirements incorporated expressly, by reference therein or by operation of Law (including, without limitation, the notice and pricing requirements of the Price Reduction clause and the payment requirements of the Industrial Funding Fee); (B) the Company and its Subsidiaries have complied in all material respects with all requirements of all Laws pertaining to such Government Contract; (C) neither the Company nor its Subsidiaries has received any written, or to the Knowledge of the Company, oral notice from any Governmental Authority or any prime contractor, subcontractor or other Person stating that the Company or any of its Subsidiaries has materially breached or materially violated any Law, certification, representation, clause, provision, or disclosure obligation pertaining to such Government Contract; (D) no cancellation, termination for convenience, termination for default, suspension, stop work order, cure notice or show cause notice is currently in effect, and, to the Knowledge of the Company, no such action is being proposed or threatened, and no event, condition or omission has occurred or exists that would constitute grounds for such action, pertaining to such Government Contract; and (E) none of the execution, delivery or performance of this Agreement and the other documents contemplated by this Agreement does or will conflict with or result in a material breach of or material default under any Government Contract.

(iv) All facts set forth in or acknowledged by any representations, certifications or disclosure statements made or submitted by or on behalf of the Company or any of its Subsidiaries in connection with each of the Government Contracts and

Government Contract Bids were true and accurate as of the date of submission, and each of the Company and its Subsidiaries has complied in all material respects with all such representations, certifications and disclosure statements.

(v) With respect to any Current Government Contract: (A) no material claim or material action for relief or dispute proceeding is pending against the Company or any of its Subsidiaries; and (B) no material complaint from a Governmental Authority that remains unresolved has been received by the Company or any of its Subsidiaries.

(vi) Neither the Company nor any Affiliate or partner of the Company, nor, to the Knowledge of the Company, any officer, director, principal, stockholder, employee of or consultant to the Company, has been or is now suspended, debarred or proposed for suspension or debarment from government contracting, declared nonresponsible or ineligible or otherwise excluded from participation in the award of any Government Contract; and, to the Knowledge of the Company, no circumstances exist that would warrant the institution of suspension or debarment proceedings against the Company or any of its officers, directors, principals, stockholders, employees or consultants in connection with the performance of their duties for or on behalf of the Company.

(vii) Since the Company's, or the applicable Subsidiary's, inception, neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation or review, or made any voluntary or mandatory disclosure regarding material non-compliance relating to any Government Contract that remains uncured or unresolved in any material respect.

(viii) To the Knowledge of the Company, (A) in the past five (5) years, neither the Company nor any of its Subsidiaries is undergoing any audit, review, inspection, or investigation, relating to the Government Contracts, other than in the Ordinary Course of Business, and, to the Knowledge of the Company, there is no basis for any such audit, review, inspection or investigation, other than in the Ordinary Course of Business; and (B) neither the Company nor any of its Subsidiaries has received any official notice that it is or was being specifically audited or investigated by the Government Accountability Office, the Defense Contract Audit Agency, the United States Congress, any state or federal agency Inspector General, the contracting officer with respect to any Government Contract or the Department of Justice (including any United States Attorney), other than in the Ordinary Course of Business.

(ix) Neither the Company and its Subsidiaries nor any of its and their officers or directors or principals are currently, nor have been in the past five (5) years charged with, or received, or been advised in writing or orally of any charge, investigation, claim, or assertion of, or convicted or under criminal indictment or had a civil judgment rendered against them with respect to any alleged material violation of any requirement pertaining to a Government Contract.

(x) The Company's business is not subject to the National Industrial Security Program Operating Manual, DOD Directive 5220.22-M, including any supplements, amendments or revised editions thereof.

(xi) No personal property, equipment or fixtures are loaned, bailed or otherwise furnished to the Company or any of its Subsidiaries by or on behalf of any Governmental Authority.

(xii) Each of the Company and its Subsidiaries is in compliance with the Federal Acquisition Regulation ethical rules and suspension/debarment regulations that went into effect on December 12, 2008 (the "FAR Ethics Rules").

(xiii) Without giving effect to any organizational conflicts of interest that may arise as a result of the transactions contemplated under this Agreement, none of the Company nor its Subsidiaries is currently limited, prohibited or otherwise restricted from performing due to an "organizational conflict of interest" as defined in Subpart 9.5 of the Federal Acquisition Regulation and agency supplements thereto, contract terms or provisions, or organizational conflicts of interest mitigation plans submitted by the Company or any of its Subsidiaries in connection with any Government Contract.

(xiv) Neither the Company nor any of its Subsidiaries has assigned or otherwise conveyed or transferred, or agreed to assign, to any Person, any Government Contract or any account receivable relating thereto, whether as a security interest or otherwise.

(xv) Over the last three (3) years, the Company and its Subsidiaries have complied in all material respects with all data security, cybersecurity, and physical security systems and procedures required by their Government Contracts.

4.15 Company Plans.

(a) Section 4.15(a) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a complete list of all material Company Plans. For purposes of this Agreement, "Company Plans" means all compensatory arrangements (including (i) all "employee benefit plans," as defined in Section 3(3) of ERISA, (ii) all arrangements that constitute or provide or cover severance, salary continuation, pay in lieu of notice, employment agreement, offer letter, bonus, incentive, retention, change in control compensation, stock option, stock unit, restricted stock, equity-based compensation, fringe benefit, worker loan, relocation, health insurance, life insurance, disability insurance, retirement, pension, profit sharing, deferred compensation plans or other compensatory contracts, programs, funds or arrangements of any kind and (iii) all other employee benefit plans, contracts, programs, funds or arrangements (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated)) in respect of any present or former employee, consultant (who is a natural person) or director of the Company or any of its Subsidiaries that are (A) sponsored or maintained by the Company or any of its Subsidiaries or (B) with respect to which the Company or any of its Subsidiaries has or would reasonably be expected to have any material Liability; provided, that "Company Plan" shall not include (x) any governmental plan or program requiring the mandatory payment of social insurance Taxes or (y) similar contributions to a governmental fund with respect to the wages of an employee of the Company or any of its Subsidiaries. Each of the Company Plans is in full force and effect and is the legal, valid and binding obligation of the Company and its Subsidiaries, enforceable against the Company and its

Subsidiaries in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general defenses and principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) True, correct and complete copies of the following materials with respect to each material Company Plan have been made available to Parent, as applicable: (i) the current plan document or, in the case of an unwritten Company Plan, a written description thereof or, if applicable, the form(s) thereof, (ii) the current determination letter, advisory letter or opinion letter from the IRS, (iii) the current summary plan description and all summaries of material modifications thereto and the most recent annual report and associated summary annual report and (iv) the current trust agreement and insurance contracts relating to the funding or payment of benefits under such Company Plan.

(c) Except as would not reasonably be likely to result, individually or in the aggregate, in material Liability to the Company, each Company Plan has been established, maintained, operated and administered in compliance in all respects with its terms and applicable Law. Except as would not reasonably be likely to result, individually or in the aggregate, in material Liability to the Company, there have been no prohibited transactions or breaches of any of the duties imposed by ERISA on "fiduciaries" (within the meaning of Section 3(21) of ERISA) with respect to the Company Plans that could result in any Liability or excise tax under ERISA or the Code being imposed on the Company or any of its Subsidiaries.

(d) Each Company Plan that is intended to be qualified under Section 401(a) of the Code (and the related trust thereunder) has received a favorable determination letter from the IRS that the Company Plan (and such trust) is so qualified or is operated under the terms of a pre-approved plan for which the provider of the plan has received an opinion or advisory letter from the IRS that the plan (and the trust thereunder) is so qualified. To the Knowledge of the Company, nothing has occurred since the date of any such determination that would reasonably be likely to give the IRS grounds to revoke the qualified status of any such Company Plan.

(e) Neither the Company nor any of its Subsidiaries has or has had an obligation to contribute to, or has or has had or would reasonably be expected to have any material Liability with respect to, a "defined benefit plan" as defined in Section 3(35) of ERISA, a pension plan subject to the funding standards of Section 302 of ERISA or Section 412 of the Code, a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code. There is no trade or business (whether or not incorporated) (x) that is, or was, under common control within the meaning of Section 4001(b)(1) of ERISA with the Company or one of its Subsidiaries or (y) which together with the Company or any of its Subsidiaries is, or was, treated as a single employer under Section 414(t) of the Code. Except as would not reasonably be likely to result, individually or in the aggregate, in material Liability to the Company, each Company Plan which is maintained outside of the United States that is required by Law or the applicable the Company Plan to be funded, insured and/or book-reserved is funded, insured and/or book-reserved, as appropriate, based upon reasonable actuarial assumptions, as applicable.

(f) With respect to each Company Plan benefitting any current or former employee (or his or her eligible dependents) that is subject to Section 4980B of the Code, the Company and each of its Subsidiaries has materially complied with the continuation coverage requirements of Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA.

(g) No Company Plan that provides medical coverage is self-funded or self-insured. No Company Plan is funded through a "welfare benefit fund" as defined in Section 419(e) of the Code, and no benefits under any Company Plan are or at any time have been provided through a voluntary employees' beneficiary association (within the meaning of subsection 501(c)(9) of the Code) or a supplemental unemployment benefit plan (within the meaning of Section 501(c)(17) of the Code).

(h) There are no material ongoing or, to the Knowledge of the Company, threatened charges, claims or actions with respect to any Company Plan (including, to the Knowledge of the Company, with respect to any fiduciaries thereof in respect of their capacity as a fiduciary of a Company Plan).

(i) All material (i) insurance premiums due and required to be paid by or through the Company or any of its Subsidiaries with respect to, (ii) benefits, expenses, and other amounts due and payable under and (iii) contributions, transfers or payments required to be made to, any Company Plan have been timely paid or made or have been properly accrued.

(j) No Company Plan provides benefits to any individual who is not either a current or former employee or consultant or director of the Company or a Subsidiary of the Company (or the dependent or beneficiary of such Person). No Company Plan provides benefits, including death or medical benefits, beyond termination of service or retirement other than (i) coverage mandated by Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA or other applicable Law or (ii) death or retirement benefits under any Company Plan that is intended to be qualified under Section 401(a) of the Code.

(k) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will, alone or in connection with any other event (including the termination of employment or service with Parent or the Company or one of its Subsidiaries following the Merger), (i) result in any payment or benefit (including severance, deferred compensation, Tax gross-up, retention or golden parachute) becoming due under any Company Plan, (ii) increase any payment or benefit (including severance, deferred compensation or equity award) otherwise payable under any Company Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any payments or benefits under any Company Plan or (iv) result in the forgiveness in whole or in part of, or accelerate the repayment date of, any outstanding loans that exist under or as part of any Company Plan.

4.16 Labor.

(a) Section 4.16(a)(i) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all employees, consultants (who are natural persons), independent contractors (who are natural persons), interns and other

individual natural person non-employee service providers currently performing services for the Company or any of its Subsidiaries, and information indicating whether the natural person is an employee, consultant, independent contractor, intern or other non-employee service provider and, as applicable, each natural person's title, location, date of hire or engagement, exempt or non-exempt classification, compensation and benefits, accrued but unused sick and vacation leave or paid time off, primary location of employment or engagement and whether any employee is on a leave of absence and the type of such leave. As of the date of this Agreement, no director, officer, Key Employee, Critical Employee, group of employees, consultant or independent contractor of the Company or any of its Subsidiaries has provided written notice that he or she intends to terminate his or her or their employment, consulting, or independent contractor relationship. Section 4.16(a)(ii) of the Company Disclosure Schedule lists, as of the date of this Agreement, all Company employees who are currently on a leave of absence (whether paid or unpaid but excluding any vacation or paid time off), the reasons for the leave of absence, the expected return date, and whether reinstatement of each Company employee on a leave of absence is guaranteed by contract or applicable Laws (including, without limitation, the Family and Medical Leave Act).

(b) The employment of each of the employees of the Company and its Subsidiaries in the United States is "at-will," and neither the Company nor any of its Subsidiaries has any obligation to provide any particular form or period of notice, pay in lieu of notice or termination-related payment before terminating the employment of any of their respective employees.

(c) No staffing or temporary employee engaged by the Company or any of its Subsidiaries in California through a placement staffing agency has filed a workers' compensation or unemployment insurance claim against the Company or any of its Subsidiaries in the past five (5) years and no such workers' compensation claim or unemployment insurance claim is currently pending against the Company or any of its Subsidiaries in California.

(d) No Critical Employee or Key Employee has been the subject of or otherwise involved in any allegations of sexual harassment or any other unlawful discrimination or harassment during his or her employment with the Company or its Subsidiaries.

(e) No employees are represented by any labor organization, including a union or works council, with respect to their employment with the Company or its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to any labor or collective bargaining agreement, enterprise agreement, modern or other award or other industrial instrument or labor union contract, or otherwise required to consult or negotiate with any labor organization, and there are no labor or collective bargaining agreements, enterprise agreements, modern or other awards or other industrial instruments or labor union contracts that pertain to the employees of the Company or its Subsidiaries.

(f) No labor organization or group of employees of the Company or any of its Subsidiaries has made a demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of the Company, threatened to be brought or filed, with the National Labor Relations Board or other labor relations tribunal. To the Knowledge of the Company, there is no and has

been no organizing activity involving the Company or any of its Subsidiaries or, to the Knowledge of the Company, any such activity threatened by any labor or similar organization or group of employees of the Company or any of its Subsidiaries.

(g) There are no (i) strikes, work stoppages, slowdowns, lockouts or arbitrations or (ii) material grievances or other labor disputes pending or, to the Knowledge of the Company, threatened against or involving the Company or any of its Subsidiaries. There are no unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company, threatened by or on behalf of any employee or group of employees of the Company or any of its Subsidiaries.

(h) There are no complaints, charges or claims against the Company or any of its Subsidiaries pending or, to the Knowledge of the Company, threatened with any Governmental Authority or based on, arising out of, in connection with or otherwise relating to the employment or termination of employment, classification of any individual as exempt or non-exempt, classification of any individual as an employee or non-employee or failure to employ by the Company or any of its Subsidiaries, of any individual. Each of the Company and its Subsidiaries is, and has been, in compliance, in all material respects, with all Laws relating to the employment of labor, including all such Laws relating to wages, hours, meal and rest periods, overtime, payment of wages equitably based on gender, race and ethnicity, social benefits contributions, severance pay, WARN, collective bargaining, discrimination, civil rights, safety and health, immigration, discrimination, retaliation, workers' compensation and the collection and payment of withholding or social security taxes and any similar tax. The Company is in compliance with its obligations under WARN and similar applicable Laws and all other notification and bargaining obligations arising under any applicable agreement, statute or otherwise. There has been no "mass layoff" or "plant closing" (as defined by WARN) with respect to the Company or any of its Subsidiaries within the twelve (12) months prior to the date of this Agreement, and the Company has no plans to undertake any action before the Closing that would trigger WARN or similar applicable Laws.

(i) To the Knowledge of the Company, no individual who has performed services for the Company or any of its Subsidiaries has been improperly excluded from participation in any Company Plan, and the Company and its Subsidiaries have not incurred, and cannot reasonably be deemed to have, any material Liability with respect to any misclassification of any person as an independent contractor rather than as an employee, or as exempt rather than non-exempt, or with respect to any employee leased from another employer. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries has engaged any consultants, independent contractors, subcontractors or freelancers who would be entitled under applicable Law to any rights of an employee of the Company or any of its Subsidiaries, including rights to severance pay, vacation, sick leave, notice period, statutory protection for unfair dismissal or treatment, overtime, social insurance payments, pension, unemployment or any other employee-related statutory benefits or rights.

(j) To the Knowledge of the Company, none of the employees of the Company and its Subsidiaries are subject to any third-party non-compete, non-solicitation, non-disclosure, confidentiality, employment, consulting or similar contracts in conflict with the

business of the Company or any of its Subsidiaries. None of the Company or its Subsidiaries is aware that any violation of any such contracts has occurred.

(k) Each current employee of the Company and its Subsidiaries has appropriate documentation to work in the jurisdiction in which such employee works and, to the Knowledge of the Company, is authorized to do so. Section 4.16(k) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all employees of the Company and its Subsidiaries who are not United States citizens or permanent residents. To the Knowledge of the Company, each current employee of the Company and its Subsidiaries is authorized under applicable immigration Laws in the jurisdiction in which such employee works to work in his or her current position for the Company or its Subsidiaries. To the Knowledge of the Company, except for the work authorizations specified in Section 4.16(k) of the Company Disclosure Schedule opposite the employee's name, none of the employees required to be so listed requires authorization from any Governmental Authority to be employed in his or her current position by the Company or its Subsidiaries.

4.17 Litigation. There is no (a) pending or, to the Knowledge of the Company, threatened in writing or otherwise threatened Legal Proceeding against the Company or any of its Subsidiaries or any of its or their properties or assets or, to the Knowledge of the Company, any of the directors or officers of the Company or any of its Subsidiaries with regard to their actions as such, and no facts exist, in each case, that, if adversely determined, would reasonably be expected to (i) be material to the Company and its Subsidiaries, taken as a whole, or (ii) form the basis for any such Legal Proceeding, (b) pending or, to the Knowledge of the Company, threatened in writing or otherwise threatened audit, examination or investigation by any Governmental Authority against the Company or any of its Subsidiaries or any of its or their properties or assets, or any of the directors or officers of the Company or any of its Subsidiaries with regard to their actions as such, and no facts exist, in each case, that, if adversely determined, would reasonably be expected to be (i) material to the Company and its Subsidiaries, taken as a whole, or (ii) form the basis for any such audit, examination or investigation, (c) pending or threatened Legal Proceeding by the Company or any of its Subsidiaries against any third party, (d) settlement or similar agreement that imposes any ongoing obligation or restriction on the Company or any of its Subsidiaries, (e) Order imposed or threatened in writing or, to the Knowledge of the Company, otherwise threatened to be imposed upon the Company or any of its Subsidiaries or any of its or their respective properties or assets, or any of the directors or officers of the Company or any of its Subsidiaries with regard to their actions as such and (f) pending or threatened Legal Proceeding against any Person who has a contractual right or right pursuant to the Company Charter Documents, the DGCL or other Law to indemnification from the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has received any written notice of any audit, examination or investigation by any Governmental Authority against the Company or any of its Subsidiaries or any of its or their properties or assets. During the three (3) year period immediately preceding the date of this Agreement, neither the Company nor any of its Subsidiaries has entered into any Contract relating to the settlement of any Legal Proceeding or other administrative or judicial proceeding (other than a separation and release agreement entered into with a departing employee or consultant).

4.18 Compliance with Laws; Permits.

(a) Each of the Company and its Subsidiaries is and has, since January 1, 2015, been in compliance in all material respects with all Laws and Orders applicable to the Company or its Subsidiaries and any of its or their business, properties or assets (including, for the avoidance of doubt, Environmental Laws and Trade Laws). To the Knowledge of the Company, no condition or state of facts exists that is reasonably likely to give rise to a violation of, or a material Liability or material default under, any applicable Law or Order. Since January 1, 2015, neither the Company nor any of its Subsidiaries has received any written notice from a Governmental Authority alleging that the Company or any of its Subsidiaries was not in compliance, in any material respect, with all Laws or Orders applicable to the Company or any of its Subsidiaries and any of its or their business, properties or assets, and no facts exist that would reasonably be expected to form the basis for any such allegation.

(b) Section 4.18(b) of the Company Disclosure Schedule contains a list, as of the date of this Agreement, of all material Permits that are required for the operation of the business of the Company and its Subsidiaries as now conducted. Each of the Company and its Subsidiaries has all material Permits required for the operation of the Company's and its Subsidiaries' business as now conducted. Neither the Company nor any of its Subsidiaries is in material default or material violation, and, to the Knowledge of the Company, no event has occurred that, with notice or the lapse of time or both, would constitute a material default or material violation of any term, condition or provision of any material Permit to which it is a party, to which its business is subject or by which its properties or assets are bound, and to the Knowledge of the Company, there are no facts or circumstances which could form the basis for any such material default or material violation.

4.19 Insurance. Set forth in Section 4.19 of the Company Disclosure Schedule is a true, correct and complete list, as of the date of this Agreement, of all policies of insurance and indemnity bonds issued at the request or for the benefit of the Company or any of its Subsidiaries (excluding any insurance policies or indemnity bonds relating to Company Plans). All such policies and bonds are in full force and effect. True, correct and complete copies of each listed policy have been made available to Parent. There is no material claim, notice of circumstance, refusal of any coverage, limitation in coverage or rejection of any material claim, insurance carrier litigation or dispute pending in connection with any of such policies or bonds. The Company and each of its Subsidiaries benefiting therefrom is in material compliance with the terms of such policies and bonds. To the Knowledge of the Company, no event has occurred, including the failure by the Company or any of its Subsidiaries to give any notice or information, or the Company or any of its Subsidiaries giving any inaccurate or erroneous notice or information, that limits or impairs the rights of the Company or any of its Subsidiaries under, or would permit the termination or modification of, any such policies or bonds. To the Knowledge of the Company, such policies and bonds provide adequate insurance coverage for the Company and its Subsidiaries, and are sufficient for compliance with all Laws and Contracts to which each is a party or beneficiary or to which each of its assets are subject. Section 4.19 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all claims (open and closed) filed by the Company or any of its Subsidiaries under any such policies or bonds.

4.20 Related Party Transactions.

(a) Except as set forth on Section 4.20 of the Company Disclosure Schedule, as of the date of this Agreement, none of the respective directors, officers or Stockholders holding greater than five percent (5%) of the Company Capital Stock (excluding portfolio companies of any of the Company's institutional Stockholders) (i) owns any direct or indirect interest of any kind in (other than equity positions held in companies whose equity is publicly traded), controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person that is, to the Knowledge of the Company, (A) a competitor, supplier, customer, licensor, distributor, landlord, tenant, independent contractor, creditor or debtor of the Company or any of its Subsidiaries or (B) a participant in any transaction to which the Company or any of its Subsidiaries is a party or (ii) is a party to any Company Contract.

(b) Except with respect to any Contract that is a Company Plan, each Contract between the Company or any of its Subsidiaries, on the one hand, and any director, officer, Stockholder holding greater than five percent (5%) of the Company Capital Stock or Affiliate (excluding any portfolio company of any of the Company's institutional Stockholders), on the other hand, is on commercially reasonable terms no more favorable to such party than what any third party negotiating on an arms-length basis would expect.

4.21 Bank and Brokerage Accounts. Section 4.21 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a (a) true, correct and complete list of the names of all banks, trust companies, securities brokers and other financial institutions at which the Company or any of its Subsidiaries have an account (including "deposit accounts" as defined in Section 9105 of the California Commercial Code and "securities accounts" as defined in Section 8501 of the California Commercial Code) or a safe deposit box or maintains a banking, custodial, trading or other similar relationship; (b) true, correct and complete list and description of each such account, box and relationship, indicating in each case the account number and the names of the respective officers, employees, agents or other similar representatives of the Company or of its Subsidiaries having signatory power with respect thereto; and (c) list of each investment asset, the name of the record and beneficial owner thereof, the location of the certificates, if any, therefor, the maturity date, if any, and any stock or bond powers or other authority for transfer granted with respect thereto. No person holds a power of attorney to act on behalf of the Company or any of its Subsidiaries (other than with respect to Intellectual Property agents, Tax agents, service of process agents, registered agents or similar agents used in the Ordinary Course of Business).

4.22 Accounts Receivable; Accounts Payable. The accounts receivable reflected on the Balance Sheet, and accounts receivable arising after the Balance Sheet Date and reflected on the books and records of the Company, represent bona fide and valid accounts receivable arising from sales actually made or services actually performed or to be performed. The accounts receivable reflected on the Balance Sheet are stated thereon in accordance with GAAP, consistently applied, including allowances for doubtful accounts. All accounts payable reflected on the Balance Sheet, and accounts payable arising after the Balance Sheet Date and reflected on the books and records of the Company, have arisen in the Ordinary Course of Business.

4.23 Certain Business Practices.

(a) In the past five (5) years, none of the Company, any of its Subsidiaries or any of their respective directors, officers, employees, or, to the Knowledge of the Company, distributors or agents while retained by the Company or any other Person acting on behalf of any such Person have, with respect to the business of the Company or any of its Subsidiaries, (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to any political activity or (ii) made any unlawful payment to any government official or employee or any political party or campaign or violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the Organisation for Economic Co-operation and Development's (OECD) Convention on Combating Bribery of Foreign Public Officials in Business Transactions or any other Law applicable to the conduct of business with Governmental Authorities (collectively, "Anti-bribery Laws").

(b) Except as set for in Section 4.23(b) of the Company Disclosure Schedule, in the past five (5) years, the Company and each of its Subsidiaries and each of its and their directors and officers have at all times conducted their export transactions in compliance with all Trade Laws and, to the Knowledge of the Company, no agent, employee, consultant, representative or other Person acting on behalf of the Company or any of its Subsidiaries has, directly or indirectly, violated any provision of any Trade Law. Without limiting the foregoing:

(i) the Company and its Subsidiaries have obtained all material export licenses, license exceptions and other consents, notices, waivers, approvals, orders, authorizations, registrations, declarations, classifications and filings with any Governmental Authority required for (A) the export, import and re-export of products, services, software and technologies and (B) releases of technologies and software to foreign nationals located in the United States and abroad ("Export Approvals"):

(ii) the Company and its Subsidiaries are in compliance in all material respects with the terms of all Export Approvals;

(iii) there are no pending or, to the Knowledge of the Company, threatened claims against the Company or its Subsidiaries with respect to such Export Approvals.

(iv) to the Knowledge of the Company, there are no Legal Proceedings, conditions, or circumstances pertaining to the Company's or its Subsidiaries' export, re-export or import transactions that may give rise to any future claims; and

(v) no Export Approvals for the transfer of export licenses to Parent or the Surviving Corporation are required, or such Export Approvals can be obtained expeditiously without material cost.

(c) Section 4.23(c) of the Company Disclosure Schedule sets forth, as of the date of this Agreement, the U.S. export control classifications applicable to the Company Products, Company Software and Company Technology.

(d) The Company, its Subsidiaries and their respective directors, officers, employees, distributors or agents do not (i) possess any information of the United States

government that is classified for national security purposes pursuant to Executive Order 13526 or any related executive order, statute or regulation ("Classified Information") or (ii) access Classified Information. The Company does not possess a facility security clearance administered by the Defense Security Service pursuant to the National Industrial Security Program Operating Manual (DoD 5220.22-M).

4.24 Brokers and Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement or any other Transaction Document and no Person is entitled to any fee or commission or like payment in respect thereof.

4.25 Top Suppliers and Top Customers. Section 4.25 of the Company Disclosure Schedule lists the name of the twenty-five (25) largest (a) suppliers (by dollar volume) of the Company and its Subsidiaries (each, a "Top Supplier") and (b) customers (by revenue) of the Company and its Subsidiaries (each, a "Top Customer"), in each case, during the periods reflected in the Financial Statements. No Top Supplier or Top Customer has canceled or otherwise terminated its relationship with the Company or any of its Subsidiaries, has allowed to terminate any renewable Contract that has a fixed term or has materially decreased the volume of business that it is presently conducting with the Company or any of its Subsidiaries, and, to the Knowledge of the Company, no Top Supplier or Top Customer intends to cancel or otherwise terminate its relationship with the Company or any of its Subsidiaries or to materially decrease the volume of business that it is presently conducting with the Company or any of its Subsidiaries or has indicated that it intends not to renew any renewable Contract that has a fixed term.

4.26 Warranties. Each Company Product sold, licensed, distributed or delivered by the Company or any of its Subsidiaries is, to the Knowledge of the Company, free of material defects and in conformity in all material respects with all applicable product specifications, contractual commitments, express and implied warranties, and neither the Company nor any of its Subsidiaries has any material Liability (and, to the Knowledge of the Company, there is no basis for any Legal Proceeding, complaint, claim or demand against the Company or any of its Subsidiaries giving rise to any material Liability) for violations thereof. To the Knowledge of the Company, there are no material errors in any published technical documentation, specifications, manuals, user guides, promotional material, benchmark test results and other written materials related to, associated with or used or produced in the development of any Company Product. No Company Product is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale in any material respect. The Company has made available copies of the standard terms and conditions for each Company Product.

4.27 Privacy and Data Security.

(a) Each of the Company and its Subsidiaries has, in the past three (3) years, (i) maintained a policy that governs its collection, use, storage, retention, disclosure and disposal of Personal Information (each, a "Privacy Policy"), (ii) complied in all material respects with its then in effect Privacy Policy and privacy- or data security-related disclosures communicated to third parties and (iii) provided notice of its Privacy Policy on all of its websites

and mobile applications in a manner compliant with applicable Laws. Each Privacy Policy, during the time period in effect has (A) complied or does comply in all material respects with all applicable Laws and (B) been or currently is true, correct and complete in all material respects. None of the Company's contractual commitments conflict in any material way with a Privacy Policy or with the Company's Security Practices.

(b) Each of the Company and its Subsidiaries complies and in the past five (5) years has complied in all material respects with (i) all applicable Laws governing the receipt, collection, use, storage, processing, sharing, security, disposal, disclosure or transfer (including cross-border transfer) of Personal Information that is possessed by or controlled by the Company or any of its Subsidiaries, and (ii) to the extent applicable to Company or any of its Subsidiaries, the Payment Card Industry Data Security Standard ("PCI DSS") with respect to any payment card data that the Company or any of its Subsidiaries has collected. To the Knowledge of the Company, any third party that processes payment card data on behalf of the Company or any of its Subsidiaries complies and since January 1, 2016, has complied with the PCI DSS.

(c) In the past three (3) years, each of the Company and its Subsidiaries has implemented and maintained a comprehensive written security plan which implements and monitors commercially reasonable administrative, technical and physical safeguards designed to ensure that Personal Information or any other Confidential Information or sensitive information (collectively, "Protected Data") within the possession or control of the Company or any of its Subsidiaries is protected against loss, damage, unauthorized access, unauthorized use, unauthorized modification, unauthorized disclosure or other misuse (such plans, collectively, the "Security Practices"). The Security Practices conform, and at all times have conformed, with (i) any information security statements in the Company's or its Subsidiaries' applicable Privacy Policy then in effect, (ii) any public statements regarding the Company's or its Subsidiaries' information security practices and (iii) the Company's and its Subsidiaries' contractual commitments. No Legal Proceeding has been asserted or, to the Knowledge of the Company, is threatened against the Company or its Subsidiaries by any Person with respect to the security of Protected Data. There has been no loss, damage, unauthorized access, unauthorized use, unauthorized modification, unauthorized disclosure or other breach of security of Protected Data maintained by or on behalf of any Company or Subsidiary thereof.

(d) The transfer of Personal Information in connection with the transactions contemplated by this Agreement will materially comply with all applicable Laws and the relevant Privacy Policy of the Company or any of its Subsidiaries as it currently exists or existed at any time during which any of the Personal Information was collected or obtained. Except as would not be material, neither the Company nor any of its Subsidiaries is subject to any contractual requirements or other legal obligations that, following the Closing, would prohibit Parent from receiving or using Personal Information in the same manner in which the Company or its Subsidiaries received and used such Personal Information prior to the Closing.

(e) If required by applicable Laws, in connection with each third-party servicing, outsourcing or similar arrangement involving the processing by such third party of Personal Information acquired from the Company or any of its Subsidiaries, the Company or its Subsidiaries have contractually obligated any such third party to, (i) comply with applicable Laws, (ii) take commercially reasonable steps to protect and secure Personal Information from

unauthorized disclosure, access or use, (iii) restrict the use and disclosure of Personal Information to the uses and disclosures authorized or required under the servicing, outsourcing or similar arrangement, and (iv) certify or guarantee the return or adequate disposal of Personal Information.

(f) Neither the Company nor any of its Subsidiaries has received any written notice of any claims, investigations or alleged violations of Laws with respect to Personal Information possessed by or controlled by the Company or its Subsidiaries, and, to the Knowledge of the Company, there are no facts or circumstances that could form the basis for any such violation.

4.28 Social Media. Section 4.28 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, a true, correct and complete list of all material Social Media Accounts that each of the Company and its Subsidiaries controls, operates, uses or maintains, including in connection with marketing or promoting any Company Products. Section 4.28 of the Company Disclosure Schedule also lists, as of the date of this Agreement, for each such Social Media Account, any account name(s), user name(s), nickname(s), display name(s), handle(s) and other identifiers registered or used by or for the Company or its Subsidiaries with respect to such Social Media Account (collectively, "Social Media Account Names"). To the Knowledge of the Company, all use of the Social Media Accounts complies with and has complied with (a) all terms and conditions, terms of use, terms of service and other Contracts applicable to such Social Media Accounts and (b) applicable Law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby represent and warrant, as of the date hereof and as of the Closing Date, to the Company as follows:

5.1 Organization and Good Standing. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each of Parent and Merger Sub has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business. Each of Parent and Merger Sub is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would have a material adverse effect on the ability of Parent or Merger Sub to consummate the transactions contemplated by this Agreement.

5.2 Authorization of Agreement. Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and each other Transaction Document to which it is, or at the Closing will be, a party, to perform its obligations under this Agreement and each such other Transaction Document and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each other Transaction Document to which Parent or Merger Sub is, or at the Closing will be, a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite action on the part of each of

Parent and Merger Sub, and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize this Agreement and each such other Transaction Document, or to consummate the transactions contemplated hereby and thereby. This Agreement has been, and, when executed at Closing, each other Transaction Document to which Parent or Merger Sub is a party will be, duly and validly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, the legal, valid and binding obligations of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by Parent and Merger Sub of this Agreement and of the other Transaction Documents, nor the consummation of the transactions contemplated hereby or thereby, nor the compliance by Parent and Merger Sub with any of the provisions hereof or thereof, will (i) conflict with, or result in the breach of, any provision of the articles of incorporation or certificate of incorporation, as applicable, or bylaws of Parent or Merger Sub, (ii) conflict with, violate, result in the breach of or constitute a default under any material Contract to which Parent or Merger Sub is a party or by which Parent or Merger Sub or their respective properties or assets are bound, (iii) violate any Order by which Parent or Merger Sub is bound or (iv) conflict with or result in the violation of any applicable Law, except, in the case of clause (ii), for such violations, breaches or defaults as would not, individually or in the aggregate, have a material adverse effect on the ability of Parent or Merger Sub to consummate the transactions contemplated by this Agreement or any other Transaction Document.

(b) Except for the filing of the Certificate of Merger as required by the DGCL, the filings with the Specified Antitrust Authorities and the Exon-Florio Filing, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of Parent or Merger Sub in connection with the execution, delivery and performance of this Agreement or any other Transaction Document, the compliance by Parent and Merger Sub with any of the provisions hereof or thereof, or the consummation by Parent and Merger Sub of the transactions contemplated hereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings or notifications that, if not obtained, made or given, would not, individually or in the aggregate, have a material adverse effect on the ability of Parent or Merger Sub to consummate the transactions contemplated by this Agreement or any other Transaction Document.

5.4 No Prior Merger Sub Operations. Merger Sub was formed solely for the purpose of effecting the Merger, has no assets or liabilities and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby. None of Parent or Merger Sub is entering into this Agreement or the

transactions contemplated by this Agreement with the actual intent to hinder, delay or defraud either present or future creditors.

5.5 Litigation. There are no actions pending or, to the knowledge of Parent, threatened against Parent or Merger Sub, which would, individually or in the aggregate, reasonably be expected to (a) adversely affect their ability to consummate the transactions contemplated by this Agreement or any other Transaction Document or perform their obligations under this Agreement or any other Transaction Document or (b) materially delay the consummation of the transactions contemplated by this Agreement or any other Transaction Document. Neither Parent nor Merger Sub, and none of their respective assets or properties are subject to any Order that would reasonably be expected to (i) adversely affect their ability to consummate the transactions contemplated by this Agreement or any other Transaction Document or perform their obligations under this Agreement or any other Transaction Document or (ii) materially delay the consummation of the transactions contemplated by this Agreement or any other Transaction Document.

5.6 Brokers and Financial Advisors. Other than Perella Weinberg Partners LP, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Parent or Merger Sub in connection with the transactions contemplated by this Agreement or any other Transaction Document and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Adequate Resources. Parent or Parent Affiliate has sufficient immediately available funds in cash or cash equivalents, and will, at the Closing, have immediately available funds, in cash, to pay the Net Merger Consideration. Parent understands and acknowledges that under the terms of this Agreement, Parent's obligations hereunder are not in any way contingent upon or otherwise subject to Parent's consummation of any financing arrangements, Parent's obtaining of any financing or the availability, grant, provision or extension of any financing to Parent.

ARTICLE VI

CONDUCT PRIOR TO THE EFFECTIVE TIME

6.1 Conduct of the Business Pending Closing. Except as set forth on Schedule 6.1, as expressly required by this Agreement, with the prior written consent of Parent or as required by applicable Law, during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms, the Company shall, and shall cause each of its Subsidiaries to:

(a) conduct its business only in the Ordinary Course of Business and in substantially the same manner as it has been conducted in the past;

(b) use commercially reasonable efforts, consistent with past practices, to (i) preserve substantially intact its present business operations and organization, (ii) retain the services of the employees that are employees of the Company or its Subsidiaries as of the date hereof and (iii) preserve the goodwill of its present relationship with Persons having material

business dealings with the Company and its Subsidiaries, in each case, in the Ordinary Course of Business;

(c) use commercially reasonable efforts, consistent with past practices, to maintain (i) all assets and properties of the Company and its Subsidiaries in their current condition, ordinary wear and tear, casualty and condemnation excepted and (ii) insurance upon all of the properties and assets of the Company and its Subsidiaries in such amounts and of such kinds comparable to that in effect on the date of this Agreement, in each case, in the Ordinary Course of Business;

(d) pay when due all accounts payable and Indebtedness in the Ordinary Course of Business; and

(e) maintain the books, accounts and records of the Company and its Subsidiaries in the Ordinary Course of Business.

6.2 Restrictions on the Conduct of the Business Pending Closing. Except as set forth on Schedule 6.2, as expressly required by this Agreement, with the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms, the Company shall not, and shall cause each of its Subsidiaries not to:

(a) (i) declare, set aside, make or pay any dividend or other distribution in respect of Company Capital Stock or any issued capital stock of any Subsidiaries of the Company or (ii) repurchase, redeem or otherwise acquire any outstanding shares of Company Capital Stock or any issued capital stock of any Subsidiaries of the Company or other securities of, or other ownership interests in, the Company or any of its Subsidiaries (other than (A) dividends or distributions made by any direct or indirect Subsidiary of the Company to the Company or one or more of its Subsidiaries, (B) forfeitures of Company Stock Options or Company Restricted Stock Unit Awards, (C) redemptions, repurchases or acquisitions from former employees, non-employee directors and consultants in connection with any termination of service, (D) in connection with the payment or withholding of Taxes resulting from the exercise of Company Stock Options or the vesting of Company Restricted Stock Unit Awards, or (E) any repurchase of Company Capital Stock in accordance with the terms of the Company's Third Amended and Restated Right of First Refusal and Co-Sale Agreement;

(b) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of Company Capital Stock or any capital stock of any Subsidiaries of the Company or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such shares or other convertible securities (other than the issuance of shares of Company Common Stock pursuant to the (i) exercise of Company Stock Options outstanding as of the date of this Agreement, (ii) settlement of Company Restricted Stock Unit Awards outstanding as of the date of this Agreement pursuant to their existing terms, (iii) conversion of Company Preferred Stock outstanding as of the date of this Agreement or (iv) the exercise of Company Warrants in accordance with their terms);

(c) effect any recapitalization, reclassification, stock split or like change in the capitalization of the Company or any of its Subsidiaries;

(d) amend the Company Charter Documents or the organizational documents of any Subsidiary of the Company;

(e) (i) accelerate, amend or change the period of exercisability or the vesting of Company Stock Options, Company Restricted Stock Unit Awards or other rights granted under the Company Stock Plan, except pursuant to the terms of Contracts in existence as of the date of this Agreement and made available to Parent, (ii) permit the exercise of any unvested Company Stock Option or (iii) authorize cash payments in exchange for any equity-based or equity-linked awards (including Company Stock Options and Company Restricted Stock Unit Awards), in each case except as contemplated by Section 3.2.

(f) except in the Ordinary Course of Business or as otherwise required under this Agreement, (i) increase the compensation or benefits of any present or former director, officer, employee, independent contractor (who is a natural person), or consultant (who is a natural person) of the Company or any of its Subsidiaries, (ii) grant to any Person any new right to compensation or benefits, (iii) loan or advance any amount of money or property to any present or former director, officer, employee, independent contractor, or consultant of the Company or any of its Subsidiaries, (iv) establish, adopt, fund, enter into, materially amend or terminate any Company Plan or any plan, agreement, program, policy, trust, fund or other arrangement that would be a Company Plan if it were in existence as of the date of this Agreement, (v) grant any equity-based or equity-linked awards or compensation, or (vi) hire or promote any employee (if such employee, following such hiring or promotion, would report directly to the Company's Chief Executive Officer or President) or fire any employee (other than for cause);

(g) issue, create, incur, assume, guarantee or forgive any Indebtedness except pursuant to and to the extent permitted under the Contracts set forth on Schedule 6.2(g);

(h) fail to promptly pay and discharge current Liabilities in the Ordinary Course of Business except where disputed in good faith;

(i) directly or indirectly acquire any material properties or assets (excluding rights to Intellectual Property acquired in the Ordinary Course of Business), sell, assign, license, transfer, convey, lease or otherwise dispose of any of the material properties or assets of the Company or any of its Subsidiaries or encumber or subject to any Lien or allow or suffer to be encumbered any of the material properties or assets of the Company or any of its Subsidiaries, in each case, whether tangible or intangible, or allow or suffer to be encumbered any of the material properties or assets of the Company or any of its Subsidiaries, in each case, whether tangible or intangible, excluding Permitted Encumbrances;

(j) effect any acquisition, investment or divestiture or engage in any new business outside the Ordinary Course of Business;

(k) invest in, make a loan, advance or capital contribution to or otherwise acquire the securities of any other Person or, other than in the Ordinary Course of

Business, introduce any material change with respect to the operation of the Company or any of its Subsidiaries;

(l) change any of the cash management practices of the Company or any of its Subsidiaries, including by: (i) canceling or compromising any debt or claim or waive or releasing any material right of the Company or any of its Subsidiaries, (ii) accelerating or delaying collection of notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business, (iii) delaying or accelerating payment of any account payable in advance of its due date or the date such Liability would have been paid in the Ordinary Course of Business except where disputed in good faith or (iv) "stuff the channel" with any Contracts involving deferred revenue;

(m) make or enter into any commitments for capital expenditures by the Company or any of its Subsidiaries;

(n) enter into any labor or collective bargaining or similar agreement of the Company or any of its Subsidiaries, through negotiation or otherwise, or make any commitment or incur any Liability to any labor or employee-representative organization with respect to the Company or any of its Subsidiaries;

(o) make a material change in its financial or tax accounting principles, methods, policies or practices;

(p) (i) make (other than in the ordinary course of filing Tax Returns consistent with past practice), revoke or change any election with respect to Taxes, (ii) settle or compromise any claim, notice, audit, assessment or other proceeding in respect of any material Tax, (iii) amend, refile or otherwise revise any previously filed Tax Return, (iv) make any change to (or make a request to any Taxing Authority to change) any method of Tax accounting, (v) surrender any right to claim a refund of Taxes, (vi) consent to any request by a Taxing Authority for an extension or waiver of the statute of limitations period applicable to any Tax claim or assessment, (vii) enter into a Tax allocation, sharing, indemnity or similar agreement (other than credit or other commercial agreements the primary purpose of which does not relate to Taxes), (viii) grant (other than in the ordinary course of addressing Tax matters consistent with past practice) any power of attorney relating to Taxes or (ix) enter into any private letter ruling, ruling request, closing agreement or any similar agreement with any Taxing Authority;

(q) adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, merger, consolidation or other reorganization;

(r) except in the Ordinary Course of Business, enter into any Contract or terminate, supplement, restore or amend, or waive any right under, any Company Contract or Permit;

(s) commence any Legal Proceeding, except with respect to matters arising under or in connection with this Agreement or the transactions contemplated hereby;

(t) release, assign, compromise, settle or agree to settle any claim of material value or any Legal Proceeding material to the Company or any of its Subsidiaries or any of its or their properties or assets;

(u) grant to any Person any immunity, authorization, covenant not to sue, license, sublicense or other right with respect to any Intellectual Property or Technology, or otherwise transfer to any Person any rights to any Intellectual Property, excluding any non-exclusive licenses to Company Owned Intellectual Property and/or Company Data entered into in the Ordinary Course of Business;

(v) fail to (i) pay any annuity or any filing, prosecution, maintenance or other fee or file any document, response to office action or other filing in connection with any Company Intellectual Property Registrations when due or (ii) diligently prosecute and maintain all Company Intellectual Property Registrations;

(w) enter into any agreement with any Standards Organization, educational institution or similar group or enter into any agreement for the creation or development by a third party (except for (i) consultants or independent contractors engaged by the Company or any of its Subsidiaries in the Ordinary Course of Business pursuant to a Contract containing a present assignment of Intellectual Property rights to the Company or any of its Subsidiaries or (ii) employees of the Company or any of its Subsidiaries) of any material Intellectual Property, Technology, products or services for the Company or any of its Subsidiaries;

(x) take any action that would constitute a "mass layoff" or "plant closing" (as defined by WARN) or that would trigger WARN or similar applicable Laws; or

(y) agree, in writing or otherwise, to take any of the foregoing actions or take any action or omit to take any action or agree, in writing or otherwise, to take any action or omit to take any action that is intended to impede, hinder or delay the ability of the parties to satisfy any of the conditions to the Merger set forth in the Agreement.

6.3 Permission for the Conduct of the Business Pending Closing. The Company shall be permitted to request consent from Parent in writing (including by email) by delivering written notice (including by email) to any of the individuals specified on Schedule 6.3. For purposes of this Section 6.3, Parent shall respond (including by return email) to such request as promptly as practicable, and if Parent does not respond (including by return email) to any request within five (5) Business Days after the Company delivers such written request for consent to Parent (including at the email addresses set forth in Schedule 6.3 (or such other email addresses as Parent shall specify in a notice delivered in accordance with Section 11.6)), Parent shall be deemed to have provided its prior written consent to the taking of such action upon and under the circumstances described in such request and only as to the specific instances subject to such request, it being understood and agreed that in no event shall the failure to so respond within such five (5) Business Day period be deemed consent until 11:59 p.m. Pacific Time on the fifth (5th) Business day of such five (5) Business Day period.

6.4 Exclusive Dealing.

(a) The Company shall, and shall cause its Subsidiaries, Affiliates, directors, officers, employees, agents and other representatives to, immediately discontinue any discussions or negotiations with any Person (other than Parent and Merger Sub) relating to any Acquisition Transaction.

(b) Until the earlier of the Effective Time or the termination of this Agreement pursuant to Article IX, the Company will not, and will cause its Subsidiaries, Affiliates, directors, officers, employees, agents and other representatives not to, take any of the following actions with any Person other than Parent and Merger Sub: (i) solicit, initiate, authorize, recommend, propose, entertain or knowingly encourage any proposals or offers from, or conduct discussions with or engage in negotiations with any Person relating to any possible Acquisition Transaction; (ii) furnish or cause to be furnished to any Person, other than Parent or Merger Sub, information relating to, or otherwise cooperate with, knowingly facilitate or knowingly encourage any effort or attempt by any such Person with regard to, any possible Acquisition Transaction; or (iii) enter into any agreement with any Person providing for any possible Acquisition Transaction.

(c) If the Company or any of its Subsidiaries, Affiliates, directors, officers, employees, agents or other representatives receives any inquiry or proposal relating to an Acquisition Transaction from any Person (other than Parent and Merger Sub) at any time prior to the Effective Time, then the Company shall promptly (and in no event later than twenty-four (24) hours after an officer of the Company becomes aware of such inquiry or proposal) (i) advise Parent orally and in writing of such inquiry or proposal (including the identity of the Person making such inquiry or submitting such proposal, and the terms thereof), (ii) provide to Parent a copy of such inquiry or proposal, if in writing and (iii) notify such Person in writing that the Company is subject to an exclusivity agreement with respect to the sale of the Company that prohibits it from considering the bid, expression of interest or information.

(d) For the avoidance of doubt, the taking of any action prohibited by this Section 6.4 by any Subsidiary, Affiliate, director, officer, employee or other representative of the Company shall be deemed to be a breach of this Section 6.4 by the Company.

6.5 Stockholder Approval; Notice of Stockholder Action. Promptly following the execution and delivery of this Agreement and on the date hereof, the Company shall (a) furnish to Parent executed copies of the Written Consents from the Identified Stockholders. Within twenty (20) days following the date hereof, the Company shall deliver, to those Stockholders who did not execute the Written Consent, a copy of the Written Consent, which shall include a copy of this Agreement as an exhibit thereto, and an information statement (the "Information Statement"), which Information Statement shall be subject to Parent's prior review and reasonable approval, and the Company shall include in the Information Statement all changes reasonably proposed by Parent. The Company agrees that the Information Statement shall comply with all applicable Law. The information furnished on or in any document mailed, delivered or otherwise furnished to the holders of Company Capital Stock in connection with the solicitation of their vote for or consent to the adoption of this Agreement or included by the Company in the Information Statement and any amendments or supplements thereto will not, as

of the date of the Information Statement (i) contain any untrue statement of material fact, or (ii) omit to state any material fact necessary in order to make such information (in the light of the circumstances under which it is provided) not misleading. The written information supplied by Parent for inclusion in the Information Statement will not, at the time the Information Statement and any amendments or supplements thereto is first mailed to the holders of Company Capital Stock, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such information (in light of the circumstances under which it is provided) not misleading. The Company shall (i) on the date hereof, furnish to Parent executed copies of Written Consents representing the Company Requisite Votes and the Joinder Agreements from the Identified Stockholders and (ii) use its commercially reasonable efforts to obtain Written Consents from one hundred percent (100%) of the Stockholders.

ARTICLE VII

ADDITIONAL COVENANTS AND AGREEMENTS

7.1 Access to Information. Subject to the restrictions imposed by applicable Law, the Company agrees that, prior to the Closing, Parent and Merger Sub shall be entitled, at Parent's expense, through its officers, employees and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses, operations and personnel of the Company and such examination of the books, records and financial condition of the Company as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted upon reasonable prior notice during regular business hours and under reasonable circumstances and in a manner that does not interfere with the normal business operations of the Company, and the Company shall, and shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of the Company to, cooperate therewith; provided, that the Company shall not be required to afford access or disclose any information that would (a) based on the advice of counsel violate any applicable Law or Order, (b) result in a violation of a confidentiality agreement with a third party entered into prior to the date of this Agreement or entered into after the date of this Agreement in the Ordinary Course of Business, or (c) jeopardize the attorney client, attorney work product or other legal privilege of the Company or any of its Subsidiaries. In the event the Company does not provide access to or disclose information to Parent or Merger Sub in reliance on the proviso of the preceding sentence, the Company shall use commercially reasonable efforts to communicate such information in a manner that does not result in the violation of any such obligation, Law or Order or the jeopardy of such protections. Notwithstanding anything herein to the contrary, Parent and Merger Sub shall not, without the prior written consent of the Company, make inquiries of Persons having material business relationships with the Company (including suppliers, third-party payers and customers) regarding the Company or such business relationship. No information provided to or obtained by Parent pursuant to the foregoing shall limit or otherwise affect the remedies available hereunder to Parent (including Parent's right to seek indemnification pursuant to Article X), or the representations or warranties of, or the conditions to the obligations of, the parties hereto.

7.2 Confidentiality. The parties acknowledge that an Affiliate of Parent and the Company have previously executed a non-disclosure agreement, dated as of June 13, 2018 (the "Confidentiality Agreement"), which Confidentiality Agreement shall continue in full force

and effect in accordance with its terms. The parties agree that except as otherwise set forth herein, this Agreement is subject to the terms and conditions of the Confidentiality Agreement. Each party hereto, including Representative, regardless of whether such party is a party to the Confidentiality Agreement, shall hold, and shall cause such party's Affiliates, directors, officers, employees, consultants, contractors, agents and other representatives to hold in confidence, in accordance with the terms of the Confidentiality Agreement as if such party were a party thereto, all Confidential Information furnished to such party by or on behalf of another party to this Agreement in connection with the transactions contemplated by this Agreement or any other Transaction Document. Notwithstanding anything to the contrary in this Agreement, any other Transaction Document or the Confidentiality Agreement, following the Effective Time, (a) Parent and the Surviving Corporation shall have no obligations whatsoever under the Confidentiality Agreement, (b) all Confidential Information of the Company as of the Effective Time shall constitute Confidential Information of Parent and the Surviving Corporation and, with respect to such Confidential Information of the Company, the obligations of each party other than Parent pursuant to the Confidentiality Agreement shall apply until such Confidential Information of the Company is released by Parent and (c) any party may disclose Confidential Information (i) in connection with any Legal Proceedings or dispute resolution mechanism provided for herein, to enforce its rights under this Agreement or any other Transaction Document, (ii) as required by applicable Law as determined in the reasonable judgment of such party and its outside counsel (in which case, such party shall not disclose such Confidential Information without prior consultation with the other parties to the extent permitted under applicable Law) and (iii) to its accountants, attorneys, auditors, financial advisors and other representatives who are bound to confidentiality obligations at least as restrictive as those in this Agreement with respect to the Confidential Information. For purposes of this Section 7.2 only, "Confidential Information" shall have the meaning given to such term in the Confidentiality Agreement; provided, that any information contained in the Information Statement shall not be deemed to be Confidential Information. Notwithstanding anything in this Agreement or the Confidentiality Agreement to the contrary, following the Closing, Representative shall be permitted to disclose information as required by Law or to employees, advisors or consultants of Representative and to the Indemnitors, in each case, who have a need to know such information; provided that such Persons either (1) agree in writing to comply with the terms of this Section 7.2 or (2) are bound by obligations of confidentiality to Representative at least as restrictive as those imposed on Representative under this Section 7.2.

7.3 Public Announcements. The Company and Parent agree that Parent shall issue the initial press release announcing the execution of this Agreement promptly following the execution of this Agreement and shall consider, in good faith, any reasonable comments of the Company on such press release. From the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, the Company shall not, and shall cause its directors and officers, and shall use commercially reasonable efforts to cause its employees, Stockholders, holders of Company Stock Options, consultants, contractors, agents and other representatives, not to, issue or cause publication of any press release or other public announcement or make any other public statement or disclosure (including in social media profiles) with respect to the transactions contemplated by this Agreement without the prior written consent of Parent, which consent may be provided by Parent in its sole and absolute discretion, except as may be required by applicable Law (in which case Parent shall be notified in advance and consulted with on the content of any such announcement,

statement or disclosure). Notwithstanding the foregoing, the restrictions contained in this Section 7.3 shall not extend to any information previously disclosed in previous press releases, public announcements or public statements made by Parent, including the press release announcing the execution of this Agreement. For the avoidance of doubt, the parties acknowledge and agree that the taking of any action prohibited by this Section 7.3 by any director, officer or employee of the Company or any of its Subsidiaries shall be deemed to be a breach of this Section 7.3 by the Company.

7.4 Consents; Cooperation.

(a) Parent, Merger Sub and the Company each will take commercially reasonable actions necessary to (i) obtain (and cooperate with the other parties in obtaining) the consent of, or deliver (and cooperate with the other parties in delivering) any notices to, any third party set forth on Schedule 3.16(a)(xiii)), (ii) comply promptly with all legal requirements that may be imposed on it with respect to the consummation of the Merger, (iii) promptly cooperate with and furnish information to any party necessary in connection with any such requirements imposed upon such other party in connection with the consummation of the Merger, (iv) obtain or make (and cooperate with the other parties in obtaining or making) any consent, approval, Order or authorization of, or any registration, declaration or filing with, any Person required to be obtained or made in connection with the Merger (including those in connection with the HSR Act and Exon-Florio) and (v) promptly furnish any information requested, and promptly cooperate to make any filings requested to be made, by any Governmental Authority in connection with the Merger. Without limiting the generality of the foregoing, each of Parent and the Company shall, as soon as practicable, and in any event no later than ten (10) Business Days of the date hereof, make any appropriate filings with the Specified Antitrust Authorities, including a notification and report form in accordance with the HSR Act with respect to the Merger. Each party hereto shall promptly inform the other party or parties hereto, as the case may be, of any communication from any Governmental Authority regarding any of the transactions contemplated by this Agreement and furnish the other party with copies of all correspondence, filings and written communications (or a reasonably detailed summary of any oral communications) between it and its representatives, on the one hand, and any Governmental Authority or members of their respective staffs, on the other hand, with respect to this Agreement or the transactions contemplated hereby, and provide a reasonable opportunity to the other party to comment on letters, presentations, whitepapers and other substantive communications to the Governmental Authority and consider, in good faith, any reasonable comments on such correspondences, filings and written communications. Nothing in the preceding sentence requires either party to provide the other party with any highly confidential information. Parent and the Company each will supply as promptly as reasonably practicable any additional information and documentary material that may be requested by the FTC, the Antitrust Division, or any other Governmental Authority. Parent and the Company will consult with the other party prior to participating in any meeting, telephone call or discussion with any Governmental Authority with respect to any filing, investigation or inquiry concerning this Agreement or the transactions contemplated hereby and provide the other party the opportunity to attend, and participate in any such meeting, telephone call or discussion to the extent that such party is permitted by such Governmental Authority to attend and participate (except that either party may exclude the other party from any discussions concerning highly confidential information), and cooperate with one another, and consider in good faith the views of one

another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party in connection with proceedings under or relating to the Specified Antitrust Authorities or any other Governmental Authority.

(b) Subject to Section 7.4(e), Parent and the Company each will use commercially reasonable efforts to resolve and/or defend against such objections, if any, as may be asserted by any Governmental Authority with respect to the Merger under the HSR Act or the DPA. Notwithstanding anything to the contrary herein, neither Parent nor the Company will have any obligation to litigate or contest any Legal Proceeding or Order beyond (i) one hundred fifty (150) days after the date of this Agreement or, if earlier, (ii) the date of a ruling preliminarily enjoining the Merger entered by any Governmental Authority. Subject to Section 7.4(e), Parent and the Company each will use commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or the DPA with respect to the Merger as promptly as possible after the execution of this Agreement. Subject to the provisions set forth above, Parent and the Company will take any of the following actions to the extent necessary or appropriate to obtain the approval of any Governmental Authority with jurisdiction over the enforcement of the HSR Act regarding the Merger: (A) entering into negotiations; (B) providing information required by Law; and (C) substantially complying with any supplemental request for information in accordance with the HSR Act.

(c) Notwithstanding, and irrespective of anything, set forth in Section 7.4(a) and Section 7.4(b), each Party shall, and shall cause their respective Affiliates to, promptly after the date hereof, make any draft and final filings required in connection with the CFIUS Approval in accordance with the DPA, which draft filings shall be made within ten (10) calendar days of the date hereof, unless the Parties hereto agree in writing otherwise, and provide any information requested by CFIUS or any other agency or branch of the U.S. government in connection with the CFIUS review or investigation of the transactions contemplated by this Agreement within the timeframes required by the DPA unless CFIUS agrees in writing to an extension of such timeframe.

(d) Notwithstanding, and irrespective of anything, set forth in Section 7.4(a) and Section 7.4(b), each Party shall, to the extent not prohibited by CFIUS or otherwise agreed by the Parties:

(i) cooperate in all respects and consult with each other in connection with the Exon-Florio Filing, including by allowing the other Parties to have a reasonable opportunity to review in advance and comment on drafts of filings and submissions;

(ii) promptly inform the other Parties of any communication received by such Party from, or given by such Party to, CFIUS, by promptly providing copies to the other Parties of any such written communications; and

(iii) permit the other Parties to review in advance any communication that it gives to, and consult with each other in advance of any meeting, substantive telephone call or conference with CFIUS, and give the other Parties the opportunity to attend and participate in any in-person meetings with CFIUS.

(e) Notwithstanding anything to the contrary herein, in no event will Parent be obligated to (i) divest any of its or any of its Subsidiaries' businesses, product lines or assets, or to agree to any divestiture of the Company's businesses, product lines or assets, or (ii) take or agree to take any other action prior to or after the Closing Date affecting its business or agree to any limitation affecting its business.

7.5 Notification of Certain Matters. From the date of this Agreement until the earlier termination of this Agreement in accordance with its terms and the Effective Time, the Company shall give prompt notice to Parent, and Parent shall give prompt notice to the Company, in each case within forty-eight (48) hours of the Knowledge of the Company or Parent's knowledge thereof, of (a) any notice or other communication received by such party from any Governmental Authority in connection with the Merger or other transactions contemplated by this Agreement or from any Person alleging that the consent of such Person is or may be required in connection with the Merger or the other transactions contemplated by this Agreement, (b) any Legal Proceedings commenced or, to such party's knowledge, threatened against, relating to or involving or otherwise affecting such party or its Subsidiaries that relate to the Merger or the other transactions contemplated by this Agreement, (c) the discovery of any fact or circumstance that, or the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which, has caused any representation or warranty made by such party contained in this Agreement to be untrue or inaccurate and (d) any failure of such party to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder; provided that the failure of the Company or the Parent to comply with clause (c) shall not be deemed to be a failure of a closing condition in Section 8.3(b) or Section 8.2(b), as applicable, unless the facts or circumstance that, or the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which, has caused any representation or warranty made by such party contained in this Agreement to be untrue or inaccurate such that the closing condition in Section 8.3(a) or Section 8.2(a), as applicable, would be unsatisfied. For the avoidance of doubt, the delivery of any notice pursuant to this Section 7.5 shall not (i) cure any breach of, or non-compliance with, any other provision of this Agreement, (ii) limit the remedies available to the party receiving such notice or (iii) constitute an acknowledgment or admission of breach of this Agreement.

7.6 Fees and Expenses.

(a) Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid (either directly or indirectly through the adjustments to the Net Merger Consideration contemplated by Article III) by the party incurring such fees or expenses, whether or not the transactions contemplated hereby are consummated. Parent shall be responsible for all fees and expenses of the Paying Agent and the Escrow Agent.

(b) The Indemnitors, on the one hand, and Parent, on the other hand, shall each be liable for and shall pay (and shall compensate, reimburse, indemnify and hold the other harmless against) one half of all sales, use, stamp, documentary, filing, recording, transfer or similar Taxes, and all conveyance fees, recording charges and other fees and charges, including any interest and penalties with respect to the foregoing, incurred or that may be payable in connection with the transactions contemplated by this Agreement (collectively,

"Transfer Taxes"), which portion of such Transfer Taxes, in the case of the Indemnitors, shall be a Transaction Expense.

7.7 Employee Benefits.

(a) The Company shall terminate the Cylance Inc. 401(k) Plan (the "Company DC Plan"), effective no later than the day immediately preceding the Closing Date, and no Person shall have any right thereafter to contribute any amounts to any Company DC Plan. Within thirty (30) days following the Closing Date, Parent shall ensure that one of its defined contribution retirement plans permits those Continuing Employees who are then actively employed to commence participation in such plan. Parent shall use commercially reasonable efforts to ensure that, as soon as reasonably practicable following the Closing, any such defined contribution retirement plan permits such Continuing Employees to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, exclusive of loans), in the form of cash, in an amount equal to the full account balance distributed to any such Continuing Employee from the Company DC Plan. The Company shall provide Parent with evidence that the Company DC Plan has been terminated as set forth above pursuant to resolutions duly adopted by the board of directors of the Company or such other applicable governing body or committee thereof.

(b) From the date of this Agreement until the earlier termination of this Agreement in accordance with its terms and the Effective Time, the Company shall give prompt notice, which, notwithstanding Section 11.6, may be via electronic mail to a service provider of Parent or its Affiliate, as designated by Parent, within five (5) Business Days following the Knowledge of the Company thereof, of the hiring, or Company initiated termination, of any employee of or other service provider to the Company or its Subsidiaries.

(c) The provisions of this Section 7.7 are solely for the benefit of the parties to this Agreement, and no Continuing Employee (including any beneficiary or dependent thereof) shall be regarded for any purpose as a third-party beneficiary of this Agreement, and no provision of this Section 7.7 shall create such rights in any such persons. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of Parent or the Surviving Corporation to terminate the employment of any Continuing Employee at any time and for any reason, (ii) require Parent or the Surviving Corporation to continue any Company Plans, or other employee benefit plans or arrangements or prevent the amendment, modification or termination thereof after the Effective Time, or (iii) amend any Company Plans or other employee benefit plans or arrangements.

7.8 Resignation of Directors and Officers. The Company shall cause such directors and officers of the Company and its Subsidiaries in office immediately prior to the Effective Time as Parent requests to resign as directors and officers (but not as employees), as applicable, of the Company and its Subsidiaries, effective as of the Effective Time.

7.9 Indemnification of Officers and Directors.

(a) From the Effective Time until the sixth (6th) anniversary of the Closing Date, all rights to indemnification by the Company existing in favor of those Persons

who were prior to, or who are as of, the Closing Date, directors, officers, employees or agents of the Company and its Subsidiaries (the "D&O Indemnified Persons") for their acts and omissions occurring prior to the Effective Time, as provided in the Company Charter Documents, shall survive the Merger and shall be observed by the Surviving Corporation to the fullest extent available pursuant to the Company Charter Documents under the DGCL, and any claim made requesting indemnification pursuant to such indemnification rights shall continue to be subject to this Section 7.9 until disposition of such claim; provided, that Parent shall conduct the defense and settlement of and choice of legal counsel with respect to any claim against any D&O Indemnified Person for which indemnification is sought under this Section 7.9. Without limiting the foregoing, Parent, from and after the Closing, will cause the organizational documents of the Surviving Corporation and its Subsidiaries to contain provisions no less favorable to the D&O Indemnified Persons with respect to limitation of liabilities of directors and officers and indemnification than are set forth as of the date of this Agreement in the Company Charter Documents or the organizational documents of any if its Subsidiaries, which provisions will not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the D&O Indemnified Persons.

(b) Prior to the Effective Time, the Company shall obtain, at its sole cost and expense, a prepaid "tail" policy (the "Tail Policy") for six (6) years or the maximum otherwise available from the provider of such Tail Policy with respect to the existing policy of directors' and officers' liability insurance maintained by the Company as of the Effective Time for the benefit of the D&O Indemnified Persons with respect to their acts and omissions occurring prior to the Effective Time. Parent shall cause the Surviving Corporation to maintain the Tail Policy and not take any action to amend, modify or terminate the Tail Policy during the term thereof.

(c) Notwithstanding anything to the contrary in this Section 7.9, Parent agrees that any indemnification available to any D&O Indemnified Person who on or prior to the Closing Date was a director of the Company or any of its Subsidiaries by virtue of such D&O Indemnified Person's service as a partner or employee of any investment fund affiliated with or managed by any Stockholder or any of such Stockholder's Affiliates on or prior to the Closing Date (any such D&O Indemnified Person, a "Stockholder Nominated Director") shall be secondary to the indemnification to be provided by Parent, the Surviving Corporation and its Subsidiaries pursuant to this Section 7.9 and that Parent, the Surviving Corporation and its Subsidiaries (i) shall be the primary indemnitors of first resort for the Stockholder Nominated Directors pursuant to this Section 7.9, (ii) shall be fully responsible for the indemnification and exculpation from liabilities with respect to the Stockholder Nominated Directors which are addressed by this Section 7.9 and (iii) shall not make any claim for contribution, subrogation or any other recovery of any kind in respect of any other indemnification or insurance available to any Stockholder Nominated Director with respect to any matter addressed by this Section 7.9.

(d) The provisions of this Section 7.9 shall survive the consummation of the Merger and are intended to be for the benefit of, and will be enforceable by, each of the D&O Indemnified Persons and their successors, assigns and heirs.

7.10 Tax Matters.

(a) Cooperation. Parent and Representative agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to Taxes, including access to books and records, in such party's possession as is reasonably necessary for the filing of all Tax Returns by Parent or Representative, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Notwithstanding the foregoing or any other provision herein to the contrary, in no event shall Representative be entitled to review or otherwise have access to any income Tax Return, or information related thereto, of Parent or its Affiliates (other than any income Tax Returns, portions of income Tax Returns, or pro-formas of income Tax Returns, of the Company and its Subsidiaries for a taxable period beginning before the Closing Date).

(b) Purchaser Tax Action. Notwithstanding anything in this Agreement to the contrary, in no event shall the Stockholders, Company Stock Optionholders or the Warrantholders be liable to Purchaser or any of its Affiliates for any Taxes resulting from any action taken by Purchaser or any of its Affiliates (including any Company and its Subsidiaries) on the Closing Date following the Closing outside of the ordinary course of business (other than any transactions pursuant to this Agreement, or otherwise consented to by Representative in writing, which consent shall not be unreasonably withheld, conditioned or delayed). Except, in each case, as required by applicable Law or in connection with the resolution of any audit or other Tax proceeding with any Taxing Authority (including consistent correlative adjustments to Tax Returns for non-audited taxable periods), without the written consent of Representative (such consent not to be unreasonably withheld, conditioned or delayed), Purchaser shall not, and shall not permit any of its Affiliates (including, for the avoidance of doubt, after the Closing, any Company and its Subsidiaries) to, (i) voluntarily approach any Taxing Authority regarding any Taxes or Tax Returns of Company or its Subsidiaries relating to any Tax period (or portion of a Straddle Period) ending on or before the Closing Date, or (ii) amend any Tax Return of the Company or any of its Subsidiaries for any Tax period ending on or before the Closing Date, except to the extent that (A) any proposed amended Tax Returns would not be reasonably expected to affect any potential indemnity obligations of the Indemnitors for Indemnified Taxes pursuant to Section 10.2(a), or (B) Purchaser or its Affiliates waives any potential indemnity obligations of the Indemnitors for Indemnified Taxes pursuant to Section 10.2(a) that may result from the proposed amended Tax Returns), or (iv) make, change or revoke any Tax election of any Company or its Subsidiaries that would have retroactive effect to any Tax period ending on or before the Closing Date.

(c) Certain U.S. Tax Elections. With respect to any of the Company and its Subsidiaries, Parent shall not make, or allow to be made, an election (or join in the making of an election) under Section 336 or 338 of the Code (or any similar election permitted under state, local or non-US Tax Law).

7.11 Section 280G Approval. The Company will (a) at least seven (7) Business Days prior to the Closing Date, use commercially reasonable efforts to solicit from each "disqualified individual" (as defined in Section 280G(c) of the Code) of the Company and its Subsidiaries who has received or may receive any payment or benefit pursuant to a compensation plan or arrangement of the Company or any of its Subsidiaries that is in effect as of the Closing Date or was in effect prior to the Closing Date (or pursuant to a compensation

plan or arrangement of Parent or an Affiliate of Parent that will be in effect as of the Closing Date, but only if Parent provides a copy of such plan or arrangement to the Company, and any related information reasonably required by the Company, at least five (5) Business Days prior to the mailing of the Information Statement) that could constitute a "parachute payment" (within the meaning of Section 280G(b)(2) of the Code) in connection with the transactions contemplated by this Agreement a waiver of such disqualified individual's rights to some or all of such payments or benefits (the "Waived 280G Benefits" and, each such waiver, a "280G Waiver") so that all remaining payments and/or benefits, if any, shall not be "excess parachute payments" (within the meaning of Section 280G of the Code) if the requisite number of votes of the Stockholders is obtained with respect to any Waived 280G Benefits (in accordance with Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) and (b) at least three (3) Business Days prior to the Closing, submit to a vote of the Stockholders and/or such other Persons entitled to vote (in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the rights of any "disqualified individual" who has executed a 280G Waiver to receive the Waived 280G Benefits. Prior to soliciting 280G Waivers, the Company shall provide drafts of such waivers and disclosure materials to Parent for its review and approval, which approval shall not be unreasonably withheld. If any of the Waived 280G Benefits fail to be approved by the Stockholders as set forth above, such Waived 280G Benefits shall not be made or provided. Prior to the Effective Time, the Company shall deliver to Parent evidence satisfactory to Parent that a vote of the Stockholders was solicited in accordance with the foregoing provisions of this Section 7.11 and that either (i) the requisite number of votes of the Stockholders was obtained with respect to any Waived 280G Benefits (the "280G Approval") or (ii) the 280G Approval was not obtained, and, as a consequence, any Waived 280G Benefits shall not be made or provided to the extent that such payment was subject to an executed 280G Waiver.

7.12 Data Tail Policy. Prior to the Effective Time, the Company shall use commercially reasonable efforts to obtain, at Parent's sole cost and expense, a prepaid "tail" policy (the "Data Tail Policy") on terms and conditions reasonably satisfactory to Parent for six (6) years or the maximum otherwise available from the provider of such Data Tail Policy with respect to the existing policy of data protection liability insurance maintained by the Company as of the Effective Time with respect to the acts and omissions of the Company and its Subsidiaries occurring prior to the Effective Time. Parent shall cause the Surviving Corporation to maintain the Data Tail Policy and not take any action to amend, modify or terminate the Data Tail Policy during the term thereof.

7.13 Product Enhancements REDACTED – Confidential Product Development Information

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party hereto to effect the Merger shall be subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Company Requisite Votes. The Company Requisite Votes shall have been obtained and shall continue to be in full force and effect.

(b) Governmental Approval. Parent, Merger Sub and the Company shall have obtained from each Governmental Authority all approvals, waivers and consents, if any, necessary for the consummation of the Merger and the transactions contemplated hereby under the HSR Act and any applicable waiting periods under the HSR Act relating to the transactions contemplated by this Agreement shall have expired or terminated early.

(c) No Injunctions or Restraints. No Law or Order enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority or other Person shall be in effect (whether temporary, preliminary or permanent) enjoining, restraining, preventing or prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement or any other Transaction Document or making the consummation of the Merger or the other transactions contemplated by this Agreement or any other Transaction Document illegal.

8.2 Conditions to Obligations of the Company. The obligation of the Company to effect the Merger is further subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. Each representation and warranty of Parent and Merger Sub set forth in this Agreement, disregarding all qualifications and exceptions contained therein related to materiality or material adverse effect, shall be true, correct and complete as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date), except where the failure to be so true, correct and complete would not, individually or in the aggregate, have a material adverse effect on the ability of Parent or Merger Sub to consummate the transactions contemplated by this Agreement or any other Transaction Document.

(b) Performance. Parent and Merger Sub shall have performed and complied, in all material respects, with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by Parent and Merger Sub at or prior to the Effective Time.

(c) Deliveries. The deliveries referred to in Section 3.16(b) shall have been made.

8.3 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are further subject to the satisfaction (or waiver, if permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. Each representation and warranty of the Company set forth in (i) the Fundamental Representations shall be true, correct and complete in all material respects as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date) and (ii) Article IV (other than as described in the preceding clause (i)) shall be true, correct and complete as of the Closing Date as if made on and as of the Closing Date (or, if given as of a specific date, at and as of such date), except where the failure to be so true, correct and complete would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Performance. The Company shall have performed and complied, in all material respects, with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Company at or before the Closing.

(c) No Material Adverse Effect. Since the date of this Agreement, a Material Adverse Effect shall not have occurred.

(d) Certificate of the Company. The Company shall have delivered to Parent and Merger Sub a certificate in form and substance reasonably satisfactory to Parent to the effect that the conditions specified in Section 8.3(a), Section 8.3(b) and Section 8.3(c) have been satisfied (the "Company Closing Certificate").

(e) CFIUS Approval. The CFIUS Approval shall have been obtained.

(f) Written Consents. The Written Consents of the Identified Stockholders that have been delivered pursuant to Section 3.16(a)(v) shall be in full force and effect.

(g) Joinder Agreements. The Joinder Agreements among Parent, the Company and (i) each of the Critical Employees, (ii) seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees 1, in the form of Exhibit B-2, and (iii) seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees 2, in the form of Exhibit B-3, in each case, who received a Comparable Offer Letter, and the Identified Stockholders and the other Stockholders who have delivered Joinder Agreements pursuant to Section 3.16(a)(vi) shall be in full force and effect.

(h) Employment Agreements. Each Critical Employee shall remain a party to his or her respective Critical Employee Employment Agreement, and each such Critical Employee Employment Agreement shall be in full force and effect.

(i) Employees. Not less than seventy-five percent (75%) (rounded down to the nearest whole Person) of the Key Employees who received an offer of employment from Parent or an Affiliate of Parent that, with respect to the relevant Key Employee, provides for a title, annual base salary and short-term cash incentive opportunity that, in each case, is no less favorable than that provided by the Company or a Subsidiary of the Company as of the date

hereof as disclosed to Parent (a "Comparable Offer Letter"), and which shall include reference to, pursuant to Article III, the Replacement Stock Options and Replacement Restricted Stock Unit Awards, if any and as applicable for such Key Employee, shall have accepted such offer of employment, and each such Comparable Offer Letter shall be in full force and effect.

(j) Exchange. Each of the Exchange Stockholders shall have contributed their Exchange Shares to Parent in exchange for Parent Affiliate Shares in accordance with the terms and conditions of the Exchange Agreement.

(k) Dissenting Shares. The number of outstanding shares of Company Common Stock as of the Effective Time that are Dissenting Shares shall not constitute more than seven and a half percent (7.5%) of the shares of Company Capital Stock outstanding as of immediately prior to the Effective Time on an as-converted to Company Common Stock basis.

(l) Tail Policy. The Tail Policy shall be in full force and effect.

(m) Section 280G Vote. The Shareholder vote described in Section 7.11 shall have occurred.

(n) Termination of Company DC Plan. The Company shall have terminated the Company DC Plan.

(o) Confirmation of Product Enhancement. The Product Enhancements consisting of the upgrades as set forth in Section 7.13 shall have been completed.

(p) Deliveries. The deliveries set forth in Section 3.16(a) shall have been made.

8.4 Frustration of Closing Conditions. None of the Company, Parent or Merger Sub may rely on the failure of any condition set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was primarily due to the failure of such party to perform any of its obligations under this Agreement.

ARTICLE IX

TERMINATION

9.1 Termination. At any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the Stockholders, this Agreement may be terminated:

(a) by either the Company or Parent, by written notice to the other party, if the Closing shall not have occurred on or before the date that is seven (7) months and fifteen (15) days after the date of this Agreement; provided that the right to terminate this Agreement under this Section 9.1(a) shall not be available to any party whose action or failure to act has been the cause or resulted in the failure of the Merger to occur on or before such date and such action or failure to act constitutes a breach of this Agreement;

(b) by mutual agreement in writing of Parent and the Company;

(c) by Parent, by written notice to the Company, if (i) the Company has breached in any respect any representation, warranty, obligation or agreement hereunder which breach would give rise to a failure of a condition set forth in (A) Section 8.3(a)(i) and such breach shall not have been cured, or such breach is incapable of being cured, within twenty (20) days following receipt by the Company of written notice of such breach or (B) Section 8.3(a)(ii), or (ii) any permanent injunction or other Order of a court or other competent authority preventing the consummation of the Merger shall have become final and nonappealable;

(d) by the Company, by written notice to Parent, if (i) Parent has breached in any respect any representation, warranty, obligation or agreement hereunder, which breach would give rise to a failure of a condition set forth in Section 8.2(a) or Section 8.2(b) and such breach shall not have been cured, or such breach is incapable of being cured, within twenty (20) days following receipt by Parent of written notice of such breach, or (ii) any permanent injunction or other Order of a court or other competent authority preventing the consummation of the Merger shall have become final and nonappealable; or

(e) by Parent, by written notice to the Company, if the Company Requisite Votes are not obtained by the Company promptly following the execution of this Agreement and on the date hereof.

9.2 Procedure Upon Termination. In the event of termination and abandonment by Parent or the Company, or both, pursuant to Section 9.1 hereof, written notice thereof shall forthwith be given to the other party or parties setting forth a reasonably detailed description of the basis on which such party is terminating this Agreement, and this Agreement shall terminate without further action by Parent or the Company.

9.3 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, each of the parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination, and such termination shall be without Liability to Parent, Merger Sub, the Company, Representative or their respective officers, directors, stockholders or Affiliates; provided that the obligations of the parties set forth in Article I, Section 7.2, Section 7.3, this Article IX, Article XI and the Confidentiality Agreement shall survive any such termination and shall be enforceable hereunder; provided, further, that nothing in this Section 9.3 shall relieve Parent, Merger Sub or the Company of any Liability for any intentional breach of this Agreement prior to the effective date of termination.

ARTICLE X

SURVIVAL; INDEMNIFICATION

10.1 General Survival. The representations and warranties of the Company, contained in this Agreement and Company Closing Certificate shall survive the Closing Date and continue until 11:59 p.m. Pacific Time, on the date that is eighteen (18) months following the Effective Time; provided that (a) any claim of fraud shall survive the Merger indefinitely, (b) the representations and warranties set forth in the Fundamental Representations shall survive the

Merger and continue until 11:59 p.m. Pacific time, on the date that is six (6) years following the Effective Time, (c) any claim relating to Taxes shall survive the Merger and continue until ninety (90) days after the expiration of the applicable statute of limitations (including all periods of extension and revisiting, whether automatic or permissive), (d) any claim with respect to the Specified Matters shall survive the Merger and continue until 11:59 p.m. Pacific time, on the date that is six (6) years following the Effective Time and (e) if a claim or notice is given under this Article X with respect to any representation or warranty prior to the applicable expiration date, such claim shall be preserved until such claim is finally resolved. The covenants set forth in this Agreement shall survive the Closing Date for the longer of the date that is (i) eighteen (18) months following the Closing Date and (ii) ninety (90) days after the conclusion of the specified terms set forth therein. Each of the foregoing time periods is referred to herein as a "Survival Period." Notwithstanding anything to the contrary in this Agreement, it is the express intention of the parties that (x) if the applicable survival period for an item as contemplated by this Section 10.1 is shorter than the statute of limitations that would otherwise have been applicable to such item, then, by contract, the applicable statute of limitations with respect to such item will be reduced to the shortened survival period contemplated and (y) except as set forth in clauses (c) and (e) above, in no event shall any indemnification obligation under this Agreement survive the Merger and continue past 11:59 p.m. Pacific time on the date that is six (6) years following the Effective Time.

10.2 Indemnification.

(a) Indemnity. Subject to the limitations set forth in this Article X (including Sections 10.2(b) and 10.2(c)), from and after the Effective Time and until the expiration of the applicable Survival Period as set forth in Section 10.1, Parent, Merger Sub and the Surviving Corporation and their respective Affiliates, officers, directors, agents and other representatives (collectively, the "Indemnitees") shall be compensated, reimbursed, indemnified and held harmless by (1) each Stockholder who does not perfect its appraisal rights pursuant to Section 262 of the DGCL or Section 1300 of the CCC, (2) each Dissenting Stockholder who withdraws, fails to perfect or otherwise terminates its appraisal rights pursuant to the DGCL or the CCC, (3) each holder of Vested Company Stock Options, and (4) each Warrantholder (collectively, (1), (2), (3) and (4), "Indemnitors") from all Losses resulting from, arising out of, imposed upon or incurred by Parent, Merger Sub, the Surviving Corporation or any other Indemnitee by reason of:

(i) the failure of any representation or warranty of the Company in this Agreement (other than Fundamental Representations) to be true, correct and complete on the date of this Agreement;

(ii) the failure of any representation or warranty of the Company in this Agreement or the Company Closing Certificate (other than Fundamental Representations) to be true, correct and complete as of the Closing as if made on and as of the Closing, except that any such representations and warranties that by their express terms are made solely as of a specified earlier date shall be true, correct and complete only as of such specified earlier date;

(iii) the failure of any Fundamental Representation in this Agreement or the Company Closing Certificate to be true, correct and complete on the date of this Agreement and as of the Closing, except that any such representations and warranties that by their express terms are made solely as of a specified earlier date shall be true and correct only as of such specified earlier date;

(iv) any breach or failure by the Company to perform any of the covenants or agreements of the Company contained in this Agreement or any of the Transaction Documents which are to be performed, by their terms, prior to the Closing Date;

(v) any claims or threatened claims by or purportedly on behalf of any holder or former holder of shares of Company Capital Stock or rights to acquire Company Capital Stock (A) in their capacities as such relating to or arising out of events, occurrences before the Effective Time or (B) that relate or purport to relate to the Merger or any of the other transactions contemplated by this Agreement, including claims in connection with the Information Statement or any amendment or supplement thereto and claims alleging violations of fiduciary duty;

(vi) the exercise by any Stockholder of appraisal rights under Section 262 of the DGCL or Section 1300 of the CCC, including payments in respect of such Person's Dissenting Shares to the extent such payments exceed the cash amount to which such Person would have been entitled pursuant to Section 3.1 in respect of such Dissenting Shares if such Person had not exercised appraisal rights in respect thereof;

(vii) any inaccuracies in the Allocation Schedule;

(viii) any Indemnified Taxes;

(ix) any claim by any D&O Indemnified Person pursuant to Section 7.9(a);

(x) fraud by the Company;

(xi) Indebtedness and Transaction Expenses of the Company and its Subsidiaries as of the Closing, if unpaid, and to the extent not included in or reflected in the calculation of Final Cash, Final Transaction Expenses and Final Indebtedness, Cash, Transaction Expenses and Indebtedness of the Company and its Subsidiaries as of the Closing;

(xii) the matters set forth on Section 10.2(a)(xii) of the Company Disclosure Schedule (the "Specified Matters"); and

(xiii) the amount of any additional Taxes owed by Parent or an Affiliate of Parent due to a lost Tax deduction under Section 280G of the Code with respect to any "excess parachute payments" paid on account of the transactions contemplated in this Agreement, but not including any "excess parachute payments" paid pursuant to any employment agreement or offer letter with Parent or an Affiliate of Parent that becomes effective at the Closing or a compensation plan or arrangement to which Parent or an Affiliate of Parent, other than the Company or its Subsidiaries, is a party.

(b) Priority of Recovery. If any Indemnitee seeks to assert claims of compensation, reimbursement or indemnification pursuant to this Agreement (an "Indemnification Claim") at or prior to 11:59 p.m., Pacific Time, on the Interim Escrow Release Date or the General Escrow Release Date, as applicable, such Indemnitee shall be required to first submit such Indemnification Claim, and any dispute with respect to such Indemnification Claim shall be resolved, in accordance with the terms of this Agreement and the Escrow Agreement, prior to any such Indemnitee seeking payment directly from any Indemnitor with respect to such Indemnification Claim to the extent there are funds available in the General Escrow Fund or Interim Escrow Fund and to the extent entitled to seek recovery directly from any Indemnitor. Such Indemnitee shall recover such Indemnification Claim as follows:

(i) the General Escrow Amount then remaining at any given time in the General Escrow Fund, until such General Escrow Fund (net of any pending General Escrow Retained Amounts) has been fully exhausted or released pursuant to Section 3.5(c), shall be the Indemnitees' sole source of recovery for the amount of all Losses claimed under Section 10.2(a)(i), Section 10.2(a)(ii) (other than Losses attributable to an Interim Breach, which shall be recovered solely as provided in Section 10.2(b)(ii) below) or Section 10.2(a)(iv).

(ii) with respect to Losses claimed under Section 10.2(a)(ii) arising from an Interim Breach, the Indemnitees' shall recover the amount of such Losses solely as follows: (A) first, from any then remaining balance of the Interim Escrow Amount until such Interim Escrow Fund (net of any pending Interim Escrow Retained Amounts) has been fully exhausted or released pursuant to Section 3.5(b); and (B) second, to the extent that the Indemnitees have not recovered the full amount of such Losses pursuant to the foregoing clause (A), from any then remaining balance of the General Escrow Fund then remaining until the General Escrow Fund (net of any pending General Escrow Retained Amounts) has been fully exhausted or released pursuant to Section 3.5(c).

(iii) with respect to Losses claimed under any of Section 10.2(a)(iii) or Section 10.2(a)(v) through Section 10.2(a)(xii), the Indemnitees shall recover the amount of such Losses solely as follows: (A) first, from any then remaining balance of the General Escrow Fund then remaining until such General Escrow Fund (net of any pending General Escrow Retained Amounts) has been fully exhausted or released pursuant to Section 3.5(c); and (B) second, to the extent that the Indemnitees have not recovered the full amount of such Losses pursuant to the foregoing clauses (A), from the Indemnitors, severally and not jointly (in accordance with their Applicable Percentage).

(c) Limitations and Other Requirements.

(i) All materiality qualifications (such as "material" and "Material Adverse Effect") in any representations and warranties shall be disregarded for purposes of determining Losses under this Article X and for purposes of whether or not any inaccuracy or breach of any representation or warranty has occurred.

(ii) The Indemnitors shall not be liable for any Losses with respect to the matters set forth in Section 10.2(a)(ii) (other than in respect of failures of the representations and warranties set forth in Section 4.10) arising from an Interim Breach until the

aggregate amount of all such Losses exceeds $7,500,000 (the "Interim Basket"), and if such aggregate amount of Losses exceeds the Interim Basket, then the Indemnitees shall be entitled to indemnification for all such Losses from dollar one and without regard to the Interim Basket. To the extent that the Interim Basket is not exceeded, then any Losses arising from an Interim Breach shall be counted in satisfying the General Basket (such Losses, the "Carryover Interim Losses"). In addition, Parent Indemnitees will not be entitled to assert any claims for, or recover, Losses under Section 10.2(a)(ii) (other than in respect of failures of the representations and warranties set forth in Section 4.10) arising from an Interim Breach with respect to any individual item or matter, or related items or matters arising out of the same facts and circumstances, unless the amount of such Losses resulting from such item(s) or matter(s) exceeds $50,000, and if such amount is not exceeded, none of the Losses with respect to such item(s) or matter(s) will count toward satisfying the Interim Basket.

(iii) The Indemnitors shall not be liable for any Losses with respect to the matters set forth in Section 10.2(a)(i) or Section 10.2(a)(ii) (other than in respect of failures of the representations and warranties set forth in Section 4.10) until the aggregate amount of all such Losses (plus the amount of Carryover Interim Losses) exceeds $10,000,000 (the "General Basket"), and if such aggregate amount of Losses exceeds the General Basket, then the Indemnitees shall be entitled to indemnification for all such Losses from dollar one and without regard to the General Basket. In addition, Parent Indemnitees will not be entitled to assert any claims for, or recover, Losses under Section 10.2(a)(i) or Section 10.2(a)(ii) (other than Losses arising from an Interim Breach, which shall be subject to the second sentence of Section 10.2(c)(ii), and other than in respect of failures of the representations and warranties set forth in Section 4.10) with respect to any individual item or matter, or related items or matters arising out of the same facts and circumstances, unless the amount of such Losses resulting from such item(s) or matter(s) exceeds $50,000, and if such amount is not exceeded, none of the Losses with respect to such item(s) or matter(s) will count toward satisfying the General Basket.

(iv) Subject to Section 10.2(b), the total amount of Losses that the Indemnitors shall be obligated to pay to the Indemnitees pursuant to Section 10.2(a)(i) or Section 10.2(a)(ii) (other than in respect of failures of the representations and warranties set forth in Section 4.10) shall not exceed the General Escrow Amount; provided that, subject to Section 10.2(b), in the event of Losses claimed under Section 10.2(a)(i) or Section 10.2(a)(ii) (other than in respect of failures of the representations and warranties set forth in Section 4.10) arising from an Interim Breach, the total amount of Losses that the Indemnitors shall be obligated to pay to the Indemnitees pursuant to Section 10.2(a)(i) or Section 10.2(a)(ii), including arising from Interim Breaches (other than in respect of failures of the representations and warranties set forth in Section 4.10) shall not exceed the total sum of the Interim Escrow Amount *plus* the General Escrow Amount.

(v) Subject to Section 10.2(b), the total amount of Losses that the Indemnitors shall be obligated to pay to the Indemnitees pursuant to Section 10.2(a)(iv) shall not exceed the General Escrow Amount.

(vi) Subject to Section 10.2(b), the total amount of Losses that each Indemnitor shall be obligated to pay the Indemnitees pursuant to Section 10.2(a) for Losses, shall not exceed the Adjusted Merger Consideration actually paid to such Indemnitor pursuant to

(a) Article III (including, for the avoidance of doubt, such Indemnitor's Applicable Percentage of the General Escrow Amount and the Interim Escrow Amount released to such Indemnitor) *plus* (b) with respect to Exchange Stockholders, the amount equal to the value of the Parent Affiliate Shares subject to such Exchange Stockholder's Exchange Agreement as of the close of market on the Closing Date.

(vii) Notwithstanding anything herein to the contrary, the limitations set forth in Section 10.2(c) shall not apply with respect to an Indemnitor in the case of such Indemnitor's own fraud (or any other fraud with respect to the Company of which such Indemnitor had actual knowledge), and such Indemnitor shall be liable to the Indemnitees for the full amount of Losses resulting from, arising out of or related to such fraud.

(viii) An Indemnitee's right to indemnification under this Article X based on the representations, warranties, covenants, agreements and obligations set forth herein or the other matters set forth in Section 10.2(a) shall not be diminished or otherwise affected in any way as a result of (A) the existence of such Indemnitee's knowledge of any breach, untruth or nonperformance of any of such representations, warranties, covenants, agreements and obligations or knowledge with respect to the other matters set forth in Section 10.2(a), regardless of whether such knowledge exists as a result of the Indemnitee's investigation or as a result of disclosure by the Company (or any other Person), unless such disclosures were set forth in this Agreement or in the Company Disclosure Schedule, or (B) Parent's waiver of any condition to Closing based upon the accuracy of any such representations and warranties or the performance of any such covenants, agreements or obligations.

(ix) (A) The amount of any Losses subject to indemnification under this Article X shall be calculated net of any insurance proceeds, contribution payments, reimbursements or other indemnification payments actually received by the Indemnitees on account of such Losses, *less* any fees and expenses (including the first year of any increase in insurance premiums) actually incurred in obtaining such recovery and (B) Indemnitees shall use commercially reasonable efforts to seek recovery by way of applicable insurance proceeds, contribution payments, reimbursements or other indemnification payments. In the event that any such insurance proceeds, contribution payments, reimbursements or other indemnification payments are received by an Indemnitee within eighteen (18) months subsequent to receipt by such Indemnitee of any indemnification payment hereunder in respect of the claims to which such insurance proceeds, contribution payments, reimbursements or other indemnification payments relate, Parent, after such Indemnitee's receipt or receipt thereof, will promptly pay an amount equal to the aggregate net amount of such insurance proceeds, contribution payments, reimbursements or other indemnification payments for the benefit of the Indemnitor, such amount not to exceed the amount of the corresponding indemnification payment made by or on behalf of the Indemnitors, including as a result of a release from the Interim Escrow Fund and the General Escrow Fund.

(x) Indemnitees will not be entitled to be compensated more than once for the same Losses suffered or incurred. Indemnitees will not under any circumstances be entitled to indemnification pursuant to this Article X for (i) any Liability to the extent specifically accrued on or reserved for in the Financial Statements (but solely to the extent

the Losses relating to such Liability do not exceed the amount thereof accrued on or reserved for in the Financial Statements), (ii) any component of the Adjusted Merger Consideration or any item or Liability to the extent actually included in the determination of the Adjusted Merger Consideration (it being understood that no Indemnitor will be obligated to indemnify or hold harmless Indemnitees from and against any Losses to the extent an item was resolved in connection with the final determination of the Adjusted Merger Consideration), (iii) any Liability or disclosure adequately and specifically set forth in the Company Disclosure Schedule, or (iv) any Losses consisting of or relating to Taxes with respect to any taxable period, or the portion of any Straddle Period, beginning after the Closing Date or relating to any Tax attribute of the Company or any of its Subsidiaries, including any net operating loss, any net operating loss carryover, any Tax credit, any Tax credit carryover or any other Tax attribute of the Company or any of its Subsidiaries whether or not be affected in any way by the acquisition of control under applicable Law, or the determination that any such Tax attribute is subject to any limitation on its use under applicable Law.

(xi) Without limiting the foregoing, each Indemnitee shall use its commercially reasonable efforts to mitigate any Losses for which it is entitled to indemnification pursuant to this Article X.

10.3 Indemnification Procedures.

(a) In the event that an Indemnitee seeks a recovery from the Interim Escrow Fund or the General Escrow Fund in respect of an Indemnification Claim, in accordance with Section 10.2(b), such claim may be asserted by written notice in accordance with, and subject to, the terms and conditions of this Agreement and the Escrow Agreement, setting forth information required by Section 10.3(c) below. In the event that an Indemnitee seeks a recovery other than from the Interim Escrow Fund or the General Escrow Fund in respect of an Indemnification Claim, such claim shall be brought and resolved exclusively in accordance with this Section 10.3 and other terms and conditions of this Agreement, except any such claim pursuant to Section 10.2(a)(x), which may be brought in accordance with this Section 10.3 or Section 11.3.

(b) If any Indemnitee has or claims in good faith to have incurred or suffered, or believes in good faith that it, he or she may incur or suffer, Losses for which it, he or she is seeking indemnification, compensation or reimbursement under this Article X or for which it is or may otherwise be seeking a monetary remedy relating to this Agreement or the transactions contemplated hereby, Parent shall (on behalf of such Indemnitee) deliver a written claim notice (a "Claim Notice") to Representative promptly upon its discovery of such item or matter.

(c) Each Claim Notice delivered by Parent (on behalf of an Indemnitee) shall (i) state that such Indemnitee believes in good faith that such Indemnitee is entitled to indemnification, compensation or reimbursement under this Article X or is or may otherwise be entitled to a monetary remedy relating to this Agreement or the transactions contemplated hereby, (ii) contain a brief description of the and facts and circumstances supporting such Indemnitee's claim and (iii) if practicable, contain a non-binding, preliminary, good faith estimate of the amount to which such Indemnitee might be entitled (the aggregate amount of such estimate, as it

may be modified by such Indemnitee in good faith from time to time, being referred to as the "Claimed Amount") and (iv) state whether the claim relates to the Interim Escrow Amount or the General Escrow Amount.

(d) During the twenty (20) Business Day period commencing upon receipt by Representative of a Claim Notice from Parent (on behalf of an Indemnitee) (the "Dispute Period"), Representative may deliver to Parent (on behalf of such Indemnitee) a written response (the "Response Notice") in which Representative (i) agrees that the full Claimed Amount is owed to such Indemnitee, (ii) agrees that part, but not all, of the Claimed Amount is owed to such Indemnitee or (iii) indicates that no part of the Claimed Amount is owed to such Indemnitee. If the Response Notice is delivered in accordance with clauses (ii) or (iii) of the preceding sentence, the Response Notice shall also contain a brief description of the facts and circumstances supporting the claim set forth in such Response Notice that only a portion or no part of the Claimed Amount is owed to the applicable Indemnitee, as the case may be. Any part of the Claimed Amount that is not agreed to be owed to the applicable Indemnitee pursuant to the applicable Response Notice (or the entire Claimed Amount, if such Response Notice asserts that no part of the Claimed Amount is owed to such Indemnitee) is referred to herein as the "Contested Amount" (it being understood that the Contested Amount shall be modified from time to time to reflect any good faith modifications by Parent (on behalf of the applicable Indemnitee) to the Claimed Amount in accordance with Section 10.3(c) and any applicable responses thereto by Representative in accordance with the terms of this Section 10.3(d) as if such modifications and responses were included in the original Claim Notice and Response Notice, respectively, *mutatis mutandis*). If a Response Notice with respect to a Claim Notice is not received by Parent (on behalf of the applicable Indemnitee) prior to 11:59 p.m. (Pacific Time) on the twentieth (20th) Business Day of the Dispute Period applicable to such Claim Notice, then Representative (on behalf of the Indemnitors) shall be conclusively deemed to have agreed that an amount equal to the full Claimed Amount set forth in such Claim Notice is owed to such Indemnitee and the Escrow Agent shall promptly pay to Parent (on behalf of such Indemnitee) the portion of the Claimed Amount payable from the Escrow Property to such Indemnitee.

(e) If a Response Notice with respect to a Claim Notice agrees that the full Claimed Amount set forth in such Claim Notice is owed to the relevant Indemnitee, or if no Response Notice is received by Parent (on behalf of such Indemnitee) from Representative prior to the expiration of the Dispute Period applicable to such Claim Notice, then, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c) and Section 10.2(d), the Indemnitors shall pay to Parent (on behalf of the relevant Indemnitee) within fifteen (15) Business Days following the earlier of the delivery of such Response Notice or the expiration of such Dispute Period the Claimed Amount.

(f) If a Response Notice with respect to a Claim Notice delivered to Parent (on behalf of the relevant Indemnitee) during the Dispute Period applicable to such Claim Notice agrees that part, but not all, of the Claimed Amount set forth in such Claim Notice is owed to such Indemnitee (the "Agreed Amount"), then, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c) and Section 10.2(d), the Indemnitors shall pay to Parent (on behalf of the relevant Indemnitee) within fifteen (15) Business Days following the earlier of the delivery of such Response Notice or the expiration of such Dispute Period the Agreed Amount.

(g) If a Response Notice with respect to a Claim Notice is delivered to Parent (on behalf of the relevant Indemnitee) during the Dispute Period applicable to such Claim Notice indicating that there is a Contested Amount, then Parent (on behalf of such Indemnitee) and Representative shall attempt in good faith to resolve the dispute related to the Contested Amount. If Representative and Parent (on behalf of the relevant Indemnitee) resolve such dispute, including the terms of a settlement agreement stipulating the amount owed to such Indemnitee (the "Stipulated Amount") which shall be signed by Parent (on behalf of such Indemnitee) and Representative, such resolution shall be binding on Representative, the Indemnitors, Parent and such Indemnitee. Following the execution of such settlement agreement, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c) and Section 10.2(d), the Indemnitors shall pay to Parent (on behalf of the relevant Indemnitee) within fifteen (15) Business Days following the execution of such settlement agreement, or such shorter period of time as may be set forth in such settlement agreement, the Stipulated Amount.

(h) In the event that there is a dispute relating to any Claim Notice or Contested Amount (whether it is a matter between Parent or the relevant Indemnitee, on the one hand, and Representative, on the other hand, or it is a matter that is subject to a claim or Legal Proceeding asserted or commenced by a third party brought against the relevant Indemnitee) that cannot be settled in accordance with Section 10.3(g), including due to a failure between the parties to agree on the terms of a settlement agreement, such dispute shall be resolved in accordance with Section 11.3. Parent and Representative will, and Parent shall cause the relevant Indemnitee to, reasonably cooperate with and make available to the other party and its respective representatives all relevant information, records and data reasonably requested, and will permit reasonable access to its personnel, as may be reasonably required in connection with the investigation and resolution of an Indemnification Claim. To the extent an arbitrator in accordance with Section 11.3 finally determines that Losses are recoverable directly from the Indemnitors under this Article X, Parent and Representative will jointly deliver a copy of such determination to the Indemnitors, and, subject to the terms of Section 10.2(b), Section 10.2(c) and Section 10.2(d), Parent and Representative shall deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to, within fifteen (15) Business Days of such written instruction, release to Parent (on behalf of the applicable Indemnitee) cash having a value equal to the finally determined amount of Losses.

(i) Third Party Claims.

(i) If an Indemnitee becomes aware of a third-party claim that such Indemnitee believes, in good faith, may result in an Indemnification Claim, Parent shall notify Representative of such claim, and shall conduct the defense of such claim. Parent shall have the sole right to direct the defense of any third-party claim; provided that Parent shall provide Representative the opportunity to participate at the expense of the Indemnitors in, but not direct or conduct, any defense of such claim, except that Parent may withhold from Representative such communications with its legal counsel to the extent that legal counsel to Parent advises that providing such communication would be reasonably likely to result in the loss of any attorney-client privilege or right under the work-product doctrine of Parent or any Indemnitee in respect of such claim, after giving due consideration to any "community of interest" or similar privilege. Representative's participation will be subject to Parent's right to control such defense and the provisions of this Section 10.3. Parent will have the right in its

sole discretion to settle any such claim, but if the settlement is without the consent of Representative, the settlement will not be determinative, in and of itself, of the amount of Losses relating to such matter, whether a breach of a representation, warranty or covenants has occurred, or whether an Indemnitee is entitled to indemnification under this Article X. If Representative consents to any such settlement, which consent shall be deemed to have been given unless Representative shall have failed to respond within twenty (20) Business Days after receipt of a written request for such consent by Parent, neither Representative, any Indemnitor, nor any other Person who has a beneficial interest in the Interim Escrow Amount or the General Escrow Amount will have any power or authority to object to the amount or validity of any claim by or on behalf of any Indemnitee for indemnification with respect to such settlement. Notwithstanding any other provision of this Agreement, any out-of-pocket costs and expenses of investigation, settlement or defense, including court costs and reasonable attorney's fees, incurred or suffered by the Indemnitees in connection with any third-party claim that is ultimately settled by Parent, and that alleged matters that would, if adversely determined, give rise to a right of recovery for Losses hereunder, will constitute Losses subject to indemnification under Section 10.2.

(ii) Subject to the terms of Section 10.3(i), including Parent's sole right to direct the defense of any third-party claim, the parties will act in good faith in responding to, defending against, settling or otherwise dealing with third-party claims.

10.4 Exclusive Remedy. Notwithstanding anything to the contrary set forth in this Agreement, Parent and Merger Sub, on behalf of themselves and the other Indemnitees, agree that (i) the Indemnitees' sole and exclusive remedy after the Effective Time with respect to any Losses relating to this Agreement and any certificate delivered in connection herewith, whether based in contract, tort, equity or Law, shall be pursuant to the indemnification provisions set forth in this Article X and (ii) in furtherance of the foregoing, the Indemnitees hereby waive, to the fullest extent permitted by applicable Law, any and all other rights, claims and causes of action (including rights of contributions, if any) known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the Indemnitors, as the case may be relating to the subject matter of this Agreement based upon predecessor or successor liability, contribution, tort, strict liability or any Law or otherwise, including arising under or based upon any federal, state or local Law (including any such Law arising under or based upon any securities Law, common Law or otherwise); provided that the foregoing clause of this sentence shall not be deemed a waiver by any party of any right to specific performance or injunctive relief, any right or remedy with respect to fraud against an Indemnitor in the case of such Indemnitor's own fraud (or any other fraud of the Company with respect to which such Indemnitor had actual knowledge) or any right or remedy available to Parent, Merger Sub and the other Indemnitees under any other Transaction Document, and all claims related thereto shall survive indefinitely. Subject to the other limitations contained herein, the obligations of the Indemnitors under this Article X shall not be reduced, offset, eliminated or subject to contribution by reason of any action or inaction by the Company that contributed to any inaccuracy or breach giving rise to such obligation, it being understood that the Indemnitors, not the Company, shall have the sole obligation for the indemnification obligations under this Article X.

10.5 No Other Representations and Warranties.

(a) Each of Parent and Merger Sub acknowledges and agrees that, except for the representations expressly set forth in Article IV, the Company and its Subsidiaries and their respective employees, attorneys, accountants, financial advisors, agents or representatives do not make, and have not made, any representation or warranty whatsoever, express or implied, whether written or oral, at Law or in equity, relating to the Company and its Subsidiaries or any of their respective businesses, assets, Liabilities, operations, prospects or condition (financial or otherwise), the nature or extent of any Liabilities, the prospects of the businesses, the effectiveness or the success of any operations, or the accuracy or completeness of any memoranda, documents, projections or information (financial or otherwise) regarding the Company and its Subsidiaries furnished to Parent or Parent Affiliate or their employees, attorneys, accountants, financial advisors, agents or representatives or provided to Parent and its employees, attorneys, accountants, financial advisors, agents or representatives, including in the Datasite, email, management presentations or in any other form, in expectation of, or in connection with, the transactions contemplated by this Agreement.

(b) Each of Parent and Merger Sub acknowledges and agrees that, except for the representations expressly set forth in Article IV, any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to or made available by the Company to Parent, Merger Sub or any of their employees, attorneys, accountants, financial advisors, agents or representatives are not and will not be deemed to constitute representations or warranties by the Company or its Subsidiaries.

10.6 Representative.

(a) For purposes of this Agreement and the Escrow Agreement, the Indemnitors, without any further action on the part of any such Indemnitor, shall be deemed to have consented to the appointment of Fortis Advisors LLC as Representative of such Indemnitors, as the exclusive agent and attorney-in-fact for and on behalf of each such Indemnitor, and the taking by Representative of any actions and the making of any decisions required or permitted to be taken by it under this Agreement, including the exercise of the power to (i) execute this Agreement and the other Transaction Documents to which it is a party and any amendments hereto and thereto, (ii) amend, waive any right under this Agreement on behalf of the Indemnitors, (iii) authorize the release from the Interim Escrow Fund and the General Escrow Fund and delivery to Parent or any Indemnitee of the Interim Escrow Amount or the General Escrow Amount, or any portion thereof, in satisfaction of Indemnification Claims, (iv) agree to, negotiate, enter into settlements and compromises of and comply with orders of courts and awards of arbitrators with respect to such Indemnification Claims, (v) resolve any Indemnification Claims and (vi) take all actions necessary in the judgment of Representative for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement and the Escrow Agreement. Accordingly, Representative has unlimited authority and power to act on behalf of each Indemnitor with respect to this Agreement and the Escrow Agreement and the disposition, settlement or other handling of all Indemnification Claims, rights or obligations arising from and taken pursuant to this Agreement or the Escrow Agreement. Notwithstanding the foregoing, Representative shall have no obligation to act on behalf of the Indemnitors, except as expressly provided herein, in the Escrow Agreement, and in the Representative Engagement Agreement (as defined below), and for purposes of clarity, there are

no obligations of the Representative in any ancillary agreement, schedule, exhibit or the Company Disclosure Schedule.

(b) The Indemnitors will be bound by all actions taken by Representative in connection with this Agreement and the Escrow Agreement and with respect to any Indemnification Claims, and Parent and the Surviving Corporation shall be entitled to rely on any action or decision of Representative. The powers, immunities and rights to indemnification granted to the Representative Group (as defined below) hereunder: (i) are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Indemnitor and shall be binding on any successor thereto, and (ii) shall survive the delivery of an assignment by any Indemnitor of the whole or any fraction of his, her or its interest in the General Escrow Fund or the Interim Escrow Fund. All actions taken by the Representative under this Agreement, the Escrow Agreement or the Representative Engagement Agreement shall be binding upon each Indemnitor and such Indemnitor's successors as if expressly confirmed and ratified in writing by such Indemnitor, and all defenses which may be available to any Indemnitor to contest, negate or disaffirm the action of the Representative taken in good faith under this Agreement, the Escrow Agreement, or the Representative Engagement Agreement are waived.

(c) Certain Indemnitors have entered into an engagement agreement (the "Representative Engagement Agreement") with the Representative to provide direction to the Representative in connection with its services under this Agreement, the Escrow Agreement and the Representative Engagement Agreement (such Indemnitors, including their individual representatives, collectively hereinafter referred to as the "Advisory Group"). Neither Representative, nor its members, managers, directors, officers, contractors, agents and employees nor any member of the Advisory Group (collectively, the "Representative Group") will incur any Liability with respect to any action or inaction taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other document believed by it to be genuine and to have been signed by the proper person (and shall have no responsibility to determine the authenticity thereof), nor for any other action or inaction, except its own willful misconduct, bad faith or gross negligence. In all questions arising under this Agreement and the Escrow Agreement, Representative may rely on the advice of counsel, and Representative will not be liable to the Indemnitors for anything done, omitted or suffered in good faith by Representative based on such advice. The Indemnitors will compensate, reimburse, indemnify, defend and hold harmless the Representative Group from and against any loss, Liability, damage, claim, penalty, fine, forfeiture, action, fee, cost and expense (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "Representative Losses") arising out of or in connection with Representative's execution and performance of this Agreement and the Escrow Agreement, in each case, as such Representative Loss is suffered or incurred; provided that in the event that any such Representative Loss is finally adjudicated to have been primarily caused by the gross negligence, bad faith or willful misconduct of Representative, Representative will reimburse the Indemnitors the amount of such indemnified Representative Loss attributable to such gross negligence, bad faith or willful misconduct. If not paid directly to Representative by the Indemnitors, any such Representative Losses may be recovered by Representative, *first*, from the Representative Fund and, *second*, from the General Escrow Fund, only at such time as the amount remaining therein, if any, would otherwise be distributable to the Indemnitors in accordance with the terms of the

this Agreement and the Escrow Agreement; provided that the ability of Representative to be paid from the Representative Fund and the General Escrow Fund shall not relieve the Indemnitors from their obligation to promptly pay such Representative Losses as they are suffered or incurred, nor shall it prevent Representative from seeking any remedies available to it at law or otherwise. The Indemnitors acknowledge that the Representative shall not be required to expend or risk its own funds or otherwise incur any financial liability in the exercise or performance of any of its powers, rights, duties or privileges or pursuant to this Agreement, the Escrow Agreement or the transactions contemplated hereby or thereby. Representative will not be required to take any action involving any expense unless the payment of such expense is made or provided for in a manner satisfactory to it.

(d) Representative may resign at any time. The Indemnitors entitled to a majority in interest of the General Escrow Fund can appoint a new Representative by written consent by sending notice and a copy of the duly executed written consent appointing such new Representative to Representative, Parent, Merger Sub (or, if after the Effective Time, the Surviving Corporation) and the Escrow Agent. Such appointment will be effective upon the later of the date indicated in the consent or the date such consent is received by Representative, Parent, Merger Sub (or, if after the Effective Time, the Surviving Corporation) and the Escrow Agent. The immunities and rights to indemnification shall survive the resignation or removal of the Representative or any member of the Advisory Group and the Closing and/or any termination of this Agreement and the Escrow Agreement.

(e) No Indemnitor shall have any cause of action against Representative for any action taken, decision made or instruction given by Representative under this Agreement or the Escrow Agreement, except for fraud or willful misconduct by Representative. The Representative shall be entitled to: (i) rely upon the Allocation Schedule, (ii) rely upon any signature believed by it to be genuine, and (iii) reasonably assume that a signatory has proper authorization to sign on behalf of the applicable Seller or other party.

(f) Representative shall (i) not issue or cause publication of any press release or other public announcement or make any other public statement or disclosure with respect to the Merger, this Agreement, the Escrow Agreement or the other transactions contemplated hereby or thereby (including in social media profiles) without the prior written consent of Parent, which consent may be provided by Parent in its sole and absolute discretion, except as may be required by applicable Law or Order (in which case Parent shall be notified in advance and consulted with on the content of any such announcement, statement or disclosure to the fullest extent permitted by Law or such Order) and (ii) keep confidential all information relating to the Merger, including all information related to the parties hereto; provided that any disclosure of information made by Representative to the extent reasonably required in connection with enforcement of any right or remedy relating to this Agreement or the transactions contemplated hereby shall not be prohibited by this clause (ii).

10.7 Tax Treatment of Indemnity Payments. The parties hereto agree to treat any indemnity payments made pursuant to this Article X as adjustments to the Adjusted Merger Consideration for U.S. federal income and other applicable Tax purposes, except as otherwise required by applicable Law.

ARTICLE XI

MISCELLANEOUS

11.1 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties hereto agree that, in the event of any breach or threatened breach by any party of any covenant, obligation or other provision set forth in this Agreement for the benefit of another party: (a) such other Party will be entitled, without proof of actual damages (and in addition to any other remedy that may be available to it under this Agreement) to: (i) an Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach; and (b) such other party will not be required to provide any bond or other security in connection with any such Order or in connection with any related Legal Proceeding. The parties' rights in this Section 11.1 are an integral part of the transactions contemplated by this Agreement and each party hereby waives any objections to any remedy referred to in this Section 11.1 (including any objection on the basis that there is an adequate remedy at Law or that an award of such remedy is not an appropriate remedy for any reason at Law or equity).

11.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

11.3 Dispute Resolution and Venue.

(a) From and after the Closing, any dispute, claim or controversy arising out of or relating to this Agreement or the Transaction Documents or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, claim based on contract, tort, statute or constitution or the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled through binding arbitration in Wilmington, Delaware before a single arbitrator acceptable to both Parent and the Company and, following the Closing, Representative under the JAMS Comprehensive Arbitration Rules and Procedures, except (i) with respect to any claim arising out of or based upon fraud or any claim for specific performance as contemplated by Section 11.1, in each case for which a party may pursue the remedy of specific performance in any court of competent jurisdiction or by arbitration as provided for in this Section 11.3, and (ii) as provided in Section 10.3 and Section 10.4. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) The arbitrator will have the power to order hearings and meetings to be held in such place or places as he or she deems in the interests of reducing the total cost to the parties of the arbitration. The arbitration proceedings will be conducted in English.

(c) The arbitrator will have the power to order any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief, except that the arbitrator will not have the power to order punitive damages. The arbitrator may hear and rule on dispositive motions as part of the arbitration proceeding (*e.g.*, motions for summary disposition).

(d) The arbitrator will have the power to continue any hearing or meeting date or the rendering of any award until the amount of an estimated or anticipated damages set forth in a Claim Notice is finally determined.

(e) Each party to the arbitration will be entitled to the timely production by the other parties to the arbitration of relevant, non-privileged documents or copies thereof. If the parties are unable to agree on the scope and/or timing of such document production, the arbitrator will have the power, upon application of any party to the arbitration, to make all appropriate orders for the production of documents by any party to the arbitration or to authorize a party to the arbitration to seek the discovery of documents from Persons that are not parties to the arbitration.

(f) Before the arbitrator establishes the facts of the case, each party to the arbitration will be entitled to conduct depositions to provide non-privileged testimony that is relevant to the controversies, claims or disputes at issue. If the parties to the arbitration are unable to agree on the propriety, scope, number or timing of the deposition or depositions, the arbitrator, upon the application of any party to the arbitration, may make all appropriate orders in connection with the proposed deposition or depositions.

(g) The arbitrator may appoint expert witnesses only with the consent of all of the parties to the arbitration.

(h) The arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto. Each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration.

(i) The award rendered by the arbitrator will be executory, final and binding on the parties to the arbitration. The award rendered by the arbitrator may be entered into any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be. In such court proceeding, the parties shall endeavor to disclose only the minimum amount of information concerning the arbitration as is required to obtain such acceptance or order.

(j) Except as required by Law, to comply with or effect the purpose of the arbitrator's award or to bring an appropriate challenge to the award in a competent court, no party may disclose the existence, contents or results of an arbitration brought in accordance with this Agreement, or the documents presented and evidence produced by its opposing parties, or any analyses or summaries derived from such evidence. To the extent permitted by Law, the arbitration shall be considered and treated by the parties as a confidential proceeding.

(k) The parties agree this Agreement does not preclude any party from (i) seeking provisional remedies in aid of arbitration, including specific performance or other

equitable remedies, from any court of competent jurisdiction or (ii) seeking judicial remedies for any matter not required to be resolved by arbitration hereunder in (A) the courts of Delaware or (B) the United States District Court for the District of Delaware. Each of the parties will submit itself to the personal jurisdiction of the courts described in the first sentence of this subparagraph, will not attempt to deny or defeat such personal jurisdiction by motion or other application, will not bring any Legal Proceeding relating to this Agreement or any of the transactions contemplated hereby in any other court and will not assert as a defense that such Legal Proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or the Transaction Documents may not be enforced in or by such courts.

(l) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3(l).

(m) Mailing of process or other papers in the manner provided in Section 11.6 in connection with any Legal Proceeding under this Agreement or in such other manner as may be permitted by Law will be valid and sufficient service thereof, and each party irrevocably waives any defenses it may have to service in such manner.

11.4 Entire Agreement; Amendments and Waivers. This Agreement, the Company Disclosure Schedule and the other Transaction Documents (including the schedules and exhibits hereto and thereto) and the Confidentiality Agreement (subject to Section 7.2) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements, term sheets, letters of interest, correspondence (including e-mail) and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof, and can only be amended, supplemented or changed, and any provision hereof or thereof can only be waived, by written instrument making specific reference to this Agreement or such other Transaction Document, as applicable, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement or any other Transaction Document shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or

subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.5 No Third-Party Beneficiaries. Other than the parties hereto, this Agreement, the Company Disclosure Schedule and the other Transaction Documents (including the schedules and exhibits hereto and thereto) are not intended to, and shall not, confer upon any other Person any rights or remedies hereunder, except for Article X, which is for the benefit of the Indemnitees covered thereby, and Section 7.9, which is for the benefit of the D&O Indemnified Parties, Section 11.10, which is for the benefit of Jones Day and the Indemnitors (and/or any of their Affiliates or beneficiaries), and this Section 11.5.

11.6 Notices. Except as otherwise provided in Section 6.3, all notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided that confirmation of facsimile transmission is obtained), (b) on the third (3rd) Business Day after dispatch by registered certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided that confirmation of email receipt is obtained), in each case to the respective parties' addresses specified in this Section 11.6 or to such other address as the party to whom notice is to be given may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with this Section 11.6 (provided that with respect to notices delivered to the Representative, such notices must be delivered solely via facsimile transmission, with confirmed receipt or via email by way of a PDF attachment thereto of an executed document):

If to the Company, to:

Redacted - Contact Information

With a copy to:

Redacted - Contact Information

If to Parent, Parent Affiliate, Merger Sub or the Surviving Corporation, to:

Redacted - Contact Information

With a copy to:

Redacted - Contact Information

If to Representative, to:

Redacted - Contact Information

With a copy to:

Redacted - Contact Information

11.7 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

11.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other

party hereto, except that each of Parent or Merger Sub may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to one (1) or more of its Affiliates so long as any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this Agreement, but no such assignment shall relieve Parent or Merger Sub, as applicable, of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. For the avoidance of doubt, Parent Affiliate may not assign, in whole or in part, any of its obligations under Section 11.9 without the prior consent of the Company. Any purported assignment not permitted under this Section 11.8 shall be null and void.

11.9 Guaranty. To induce the Company to enter into this Agreement, Parent Affiliate hereby irrevocably and unconditionally guarantees to the Company and Representative the due and timely payment, observance, performance and discharge of all obligations of Parent under this Agreement, on the terms and subject to the conditions of this Agreement (collectively, the "Guaranteed Obligations"). This guarantee is a guarantee of payment and not of collection. Parent Affiliate expressly waives any requirement that the Company exhaust any right, remedy or power in order to proceed against Parent Affiliate under this Agreement or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The guarantee hereunder is a continuing guarantee and applies to all Guaranteed Obligations whenever arising. Parent will provide (or will cause the Paying Agent to provide) to Parent Affiliate any relevant information (including IRS Forms W-9 and W-8) as applicable for the payment of a Guaranteed Obligation to the Stockholders, Company Stock Optionholders and/or Warrantholders at the Closing. Parent Affiliate hereby expressly waives (i) any and all rights or defenses arising by reason of any Law that would otherwise require any election of remedies by the Company or Representative, (ii) promptness, diligence, notice of the acceptance of this guaranty and of the Guaranteed Obligations, (iii) presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any of the Guaranteed Obligations and all other notices of any kind and (iv) any common law, equitable, statutory or other rights (including rights to notice) that Parent Affiliate might otherwise have. Notwithstanding any of the foregoing to the contrary, Parent Affiliate may assert any right, remedy, set-off and defense to the payment of the Guaranteed Obligations that is available to Parent under this Agreement, and nothing contained in this guarantee shall constitute or be construed as a waiver or release by Parent Affiliate of, and Parent Affiliate shall be entitled to the full benefit of, any right, remedy, set-off and defense that would have been available to the Parent in respect of the Guaranteed Obligations as if any demand hereunder had been made by Representative upon Parent directly and without reference to this guarantee, including any right, remedy, set-off and defense that exists between Parent and the Indemnitors in respect of the Guaranteed Obligations. In addition, any demand made by Representative upon Parent Affiliate hereunder shall be subject to all limitations and exclusions of liability under the terms of the Agreement then available to Parent in respect of the Guaranteed Obligations. So long as this guarantee is in effect, Parent Affiliate shall not exercise any right or remedy arising by reason of its performance of its guarantee, whether by subrogation, reimbursement, indemnification, contribution or otherwise, against Parent or any other guarantor of the Guaranteed Obligations or any security therefor. In the event that any payment in respect of the Guaranteed Obligations is rescinded, reduced or must otherwise be returned for any reason other than in accordance with

the provisions of this Agreement, this guarantee is reinstated and Parent Affiliate shall remain liable under this Section 11.9 with respect to such Guaranteed Obligations as if such payment had not been made.

11.10 Waiver of Conflicts Regarding Representation.

(a) Each of the parties hereby acknowledges and agrees that Jones Day serves as counsel to (i) the Company, solely in connection with the negotiation, preparation, execution and delivery of this Agreement, the Transaction Documents and the consummation of the transactions contemplated by this Agreement and the Transaction Documents (the "Existing Representation"), and that, (ii) following consummation of the Merger, Jones Day may serve as counsel to Representative and/or any Indemnitor (and/or any of their Affiliates or beneficiaries) in connection with any litigation, claim or obligation arising out of or relating to this Agreement, the Transaction Documents or any of the transactions contemplated by this Agreement (any such representation, a "Post-Closing Representation"), notwithstanding the Existing Representations, and each of the parties does hereby consent thereto and waives any conflict of interest arising therefrom, and each of such parties will cause any of its directors, officers, employees, beneficiaries and Affiliates to consent to waive any conflict of interest arising from the Existing Representations.

(b) Parent waives and will not assert, and agrees after the Closing to cause its Affiliates, including, after the Closing the Surviving Corporation, to waive and to not assert, any attorney-client privilege or attorney work-product protection with respect to any communication between Jones Day, on the one hand, and the Company (including through any of its directors, officers, employees, beneficiaries or Affiliates) pursuant to, and only relating to, the Existing Representation (collectively, "Pre-Closing Privileges") in connection with any Post-Closing Representation, including in connection with a dispute between the Representative or an Indemnitor, on the one hand, and one or more of Parent and its Affiliates, including, after the Closing the Surviving Corporation, it being the intention of the parties that all rights to such Pre-Closing Privileges, and all rights to waive or otherwise control such Pre-Closing Privileges, will be retained by Representative and the Indemnitors, and will not pass to Parent or any of its Affiliates, except as provided in the last sentence of this Section 11.10(b). Furthermore, Parent (on behalf of itself and its Affiliates, including the Surviving Corporation) acknowledges and agrees that any advice from Jones Day given to (or communication with) the Company or any of its Stockholders, directors, officers, employees or Affiliates in connection with the Existing Representation will not be subject to any joint privilege (whether or not the Company also received such advice or communication) and will be owned solely by Representative and the Indemnitors. Notwithstanding the foregoing, in the event that a dispute arises between Parent or the Surviving Corporation, on the one hand, and a third party other than any of the Representative or the Indemnitors, on the other hand, Parent will (and will cause its Affiliates to), if reasonably requested by Representative, assert the Pre-Closing Privileges on behalf of Representative and the Indemnitors, as applicable, to prevent disclosure of Privileged Materials to such third Person.

(c) Notwithstanding anything to the contrary in this Section 11.10, in no event shall any attorney or other employee of Jones Day involved in the Existing Representation participate in any Post-Closing Representation involving any Legal Proceeding

against Parent or any of its Affiliates, including the Surviving Corporation, and in any such Post-Closing Representation, Jones Day shall establish and maintain any necessary ethical walls. The provisions of this Section 11.10(c) are a condition to Parent's agreements, acknowledgments and waivers set forth in Section 11.10.

11.11 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one (1) and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of an original manually executed counterpart of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

BLACKBERRY LIMITED

By: Steven Capelli
Name: STEVEN CAPELLI
Title: CFO/COO

BLACKBERRY CORPORATION

By: Steven Capelli
Name: STEVEN CAPELLI
Title: PRESIDENT

MODENA MERGER CORP.

By: Steven Capelli
Name: STEVEN CAPELLI
Title: PRESIDENT AND SECRETARY

CYLANCE INC.

By: _____
Name:
Title:

FORTIS ADVISORS LLC,
solely in its capacity as Representative

By: _____
Name: Ryan Simkin
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

BLACKBERRY LIMITED

By: _____
Name:
Title:

BLACKBERRY CORPORATION

By: _____
Name:
Title:

MODENA MERGER CORP.

By: _____
Name:
Title:

CYLANCE INC.

By: _____
Name: Stuart McClure
Title: CEO

FORTIS ADVISORS LLC,
solely in its capacity as Representative

By: _____
Name: Ryan Simkin
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

BLACKBERRY LIMITED

By: _____
Name:
Title:

BLACKBERRY CORPORATION

By: _____
Name:
Title:

MODENA MERGER CORP.

By: _____
Name:
Title:

CYLANCE INC.

By: _____
Name:
Title:

FORTIS ADVISORS LLC,
solely in its capacity as Representative

By: _____
Name: Ryan Simkin
Title: Managing Director

CONFIDENTIAL

DISCLOSURE SCHEDULE

TO

AGREEMENT AND PLAN OF MERGER

by and among

BLACKBERRY LIMITED,

BLACKBERRY CORPORATION,

MODENA MERGER CORP.,

CYLANCE INC.

and

FORTIS ADVISORS LLC

as Representative

November 16, 2018

This Disclosure Schedule ("***Disclosure Schedule***") is being delivered pursuant to the terms of that certain Agreement and Plan of Merger, dated as of November 16, 2018 (the "***Agreement***"), by and among BlackBerry Limited, a corporation incorporated under the Laws of Ontario, Canada, BlackBerry Corporation, a Delaware corporation and wholly owned subsidiary of Parent Affiliate, Modena Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent, Cylance Inc., a Delaware corporation (the "***Company***"), and Fortis Advisors LLC, a Delaware limited liability company ("***Representative***").

Capitalized terms used but not otherwise defined in this Disclosure Schedule have their respective meanings as set forth in the Agreement. Any headings herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof. Any summary of or reference to a written document in this Disclosure Schedule is qualified by the terms of such written document, and the terms and provisions of each such written document are incorporated in this Disclosure Schedule by reference.

This Disclosure Schedule is the Company Disclosure Schedule referred to in Article IV of the Agreement. Information set forth in this Disclosure Schedule may be included solely for informational purposes and may not be required to be disclosed pursuant to the Agreement. Any information set forth in a Section or subsection of this Disclosure Schedule shall be deemed to be disclosed for purposes of, and shall qualify, the corresponding Section or subsection of the Agreement and any other Section or subsection of the Agreement, where it is reasonably apparent on the face of such information that such information applies to such other Section or subsection. The disclosure of any information in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by the Company in the Agreement or that such information is material, nor shall such information be deemed to establish a standard of materiality, and no party shall use the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not included in any Section of this Disclosure Schedule is or is not material for purposes of the Agreement. Unless the Agreement specifically provides otherwise, the inclusion of any specific item in any Section of this Disclosure Schedule is not intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business, and no party shall use the fact of the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not included in any Section of this Disclosure Schedule is or is not in the Ordinary Course of Business for purposes of the Agreement.

The disclosure of any matter or document in this Disclosure Schedule shall not (a) imply or create any representation, warranty or undertaking not expressly given in the Agreement or (b) be taken as extending the scope of any representation, warranty or undertaking set forth in the Agreement.

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Section 1.3(h)

1. Engagement Agreement, dated August 17, 2018, between the Company and Morgan Stanley & Co. LLC (the "***Morgan Stanley Engagement Agreement***").
2. The Employee Census as of November 16, 2018 (the "***Employee Census***").

Section 4.1

1. The Company is not currently in good standing in the State of Virginia. The Company is in the process of filing annual report and returning to good standing.
2. The status of CypherFrame Holdings, Inc. in Delaware was forfeited in April 2018 because the registered agent United States Corporation Agents, Inc. resigned; the entity is in process of being revived by submitting a certificate for revival of charter in Delaware.

(a)

Directors

Redacted – Confidential Employee Information

Officers

Redacted – Confidential Employee Information

(b)

Cylance Inc.	Delaware California Oregon Texas Virginia
Cylance Cybersecurity Inc.	British Columbia, Canada
Cylance, Pty. Ltd.	Victoria, Australia
Cylance UK Limited	England and Wales
Cylance Japan K.K.	Japan
Cylance AB	Sweden
Cylance Germany GmbH	Germany
Cylance Ireland Limited	Ireland
CypherFrame Holdings, Inc.	Delaware
CypherFrame B.V.	Netherlands
Cylance Singapore Pte. Ltd	Singapore
Cylance FZ-LLC	Emirate of Dubai

(c)

Cylance Inc.	California Oregon Texas Virginia
Cylance Cybersecurity Inc.	No physical office
Cylance, Pty. Ltd.	No physical office
Cylance UK Limited	England and Wales
Cylance Japan K.K.	Japan

Cylance AB	No physical office
Cylance Germany GmbH	No physical office
Cylance Ireland Limited	Ireland France
CypherFrame Holdings, Inc.	No physical office
CypherFrame B.V.	Netherlands
Cylance Singapore Pte. Ltd.	No physical office
Cylance FZ-LLC	Emirate of Dubai

1. The Company and its Subsidiaries have employees who work remotely in various jurisdictions.

Section 4.2 Authorization of Agreement

(a)

None.

(b)

None.

(c)

None.

Section 4.3 Conflicts; Consents of Third Parties

(a)

Redacted – Confidential Client / Counterparty Information

(b)

None.

Section 4.4 Capitalization

(a)

Redacted – Confidential Financial Information

(b)(i)

Redacted – Confidential Financial Information

(b)(ii)

Redacted – Confidential Financial Information

(c)

Redacted – Confidential Counterparty / Investor Information

(d)

Redacted – Confidential Employee Personal Information

Section 4.5 Subsidiaries

1. **Cylance Cybersecurity Inc.** is a wholly-owned Subsidiary of the Company organized under the Laws of British Columbia, Canada.
2. **Cylance, Pty. Ltd.** is a wholly-owned Subsidiary of the Company organized under the Laws of Victoria, Australia ("***Cylance Australia***").
3. **Cylance UK Limited** is a wholly-owned Subsidiary of the Company organized under the Laws of England and Wales ("***Cylance UK***").
4. **Cylance Japan K.K.** is a wholly-owned Subsidiary of the Company organized under the Laws of Japan ("***Cylance Japan***").
5. **Cylance AB** is a wholly-owned Subsidiary of the Company organized under the Laws of Sweden.
6. **Cylance Germany GmbH** is a wholly-owned Subsidiary of the Company organized under the Laws of Germany.
7. **Cylance Ireland Limited** is a wholly-owned Subsidiary of the Company organized under the Laws of Ireland.
8. **CypherFrame Holdings, Inc**. is a wholly-owned Subsidiary of the Company organized under the Laws of the State of Delaware.
9. **CypherFrame B.V.** is a wholly-owned Subsidiary of CypherFrame Holdings, Inc. organized under the Laws of the Netherlands.
10. **Cylance Singapore Pte. Ltd.** is a wholly-owned subsidiary of the Company organized under the Laws of Singapore.
11. **Cylance FZ-LLC** is a wholly-owned subsidiary of the Company organized under the Laws of the Emirate of Dubai.

Section 4.6 Corporate Records

(a)

None.

(b)

The Company has only provided minute books and resolutions of the Company through November 12, 2018 and minutes and resolutions subsequent to such date have not been provided.

Section 4.7 Financial Statements

(a)

See Appendix 4.7(a) to this Disclosure Schedule.

(b)

Redacted – Confidential Financial Information

(c)

None.

(d)

None.

Section 4.8 No Undisclosed Liabilities

1. Redacted - Confidential Financial Information

2. BTO Loan
3. BTO Note
4. Blackstone Note
5. BTO Facility
6. The Morgan Stanley Engagement Agreement.
7. The Company has incurred expenses related to preparations for a potential sale of the Company.

Section 4.9 Absence of Certain Changes

Redacted – Information Regarding Legal Services

Section 4.10 Taxes

(a)

None.

(b)

None.

(c)

Redacted – Confidential Tax Information

(d)

None.

(e)

None.

(f)(i)

Redacted – Confidential Tax Information

(f)(iv)

Redacted – Confidential Tax Information

(g)

None.

(h)

None.

(i)

None.

(j)

None.

(k)

None.

(l)

As of the date hereof, no such restricted stock is currently outstanding.

(m)

Redacted – Confidential Tax Information

(n)

None.

(o)

Redacted – Confidential Tax Information

(p)

None.

(q)

None.

(r)

Redacted – Confidential Tax Information

(s)

None.

(t)

None.

(u)

None.

Section 4.11 Real Property

(a)

1. Lease, between 400 Spectrum Center Drive, LLC and the Company, dated April 28, 2017 (the "***400 Spectrum Lease***").
2. Lease, between Irvine Office Towers 1 LLC and the Company, dated April 14, 2016, the First Amendment dated July 27, 2016, the Second Amendment dated August 15, 2016, the Third Amendment dated August 23, 2016, the Fourth Amendment dated October 24, 2016, the Fifth Amendment to Lease dated December 23, 2016, the Sixth Amendment dated April 28, 2017, and the Seventh Amendment dated December 8, 2017 (the "***18201 Irvine Lease***").
3. Sublease by and between Americor Funding, Inc. and the Company, dated November 22, 2017 (the "***Americor 18201 Sublease***").
4. Lease Agreement between Centerpointe Spectrum Apartments LLC and the Company, dated July 3, 2018 (the "***Centerpointe Lease***").
5. Office Lease, between World Trade Center Properties and the Company, dated April 12, 2016 (the "***Portland Lease***").
6. Lease Agreement by and between Domain Junction 7, LLC and Volex, Inc., dated April 28, 2015.
7. Sublease Agreement by and between Volex, Inc. and the Company, dated September 9, 2016 (the "***Austin Lease***").
8. Lease by and between Progressive City Developments Limited and Cylance Ireland Limited, and secured by the Company, dated December 22, 2016 (the "***Ireland Lease***").
9. EGG JAPAN Service Agreement by and between Mitsubishi Estate Co., Ltd. and Cylance Japan KK, dated January 9, 2018, as extended May 8, 2017, as extended May 1, 2018 (the "***Tokyo Lease***").
10. Services Agreement by and between One Avenue Lavington Limited and Cylance UK Limited, dated February 6, 2018 (the "***London Services***").
11. License Agreement by and between One Avenue Lavington Limited and Cylance UK Limited, dated February 6, 2018 (the "***London License***" and together with the London Services, the "***London Lease***").
12. Make Offices License Agreement by and between UO RTC West, LLC and the Company, dated October 25, 2016 (the "***Reston Lease***").
13. License Agreement by and between TECOM Investments FZ-LLC and Cylance FZ-LLC, dated April 4, 2018 (the "***Dubai Lease***").
14. Service Agreement by and between Baya Axess First and Cylance Ireland Limited, dated April 26, 2018
15. Storage Space Lease by and between the Company and Irvine Officer Towers 1, LLC, dated November 20, 2017.
16. Storage Space Lease by and between the Company and Irvine Officer Towers 1, LLC, dated May 1, 2017.
17. Residential Tenancy Agreement, by and between the Company and Stuart Chambers, dated June 6, 2017.

18. Online Virtual Office Agreement by and between Cylance Cyber Security and Regus regarding Amsterdam Arena Boulevard 65-71, dated October 25, 2018. The Company is in process of fully-executing this agreement.
19. Service Agreement by and between Baya Axess First (SARL Register No. 803 667 674) and Cylance Ireland Limited, dated April 26, 2018.

All of the leases contained in this section are referred to herein as the "***Real Property Leases***".

(b)

None.

(c)

1. 400 Spectrum Lease
2. 18201 Irvine Lease
3. Austin Lease
4. Portland Lease

Section 4.12 Tangible Personal Property

(a)

Entity/Subject Name	Jurisdiction	Other Party	File Date	File Type	Reference #
Company	California Secretary of State	Xerox Financial Services	Feb. 28, 2018	Original UCC Filing	187635440250
Company	California Secretary of State	Xerox Financial Services	Mar. 30, 2018	Original UCC Filing	18 7641163087
Company	California Secretary of State	Xerox Financial Services	Apr. 18, 2018	Original UCC Filing	187644275852
Company	Delaware Secretary of State	Silicon Valley Bank	Sept. 15, 2017	Original UCC Filing	20176142050
Company	Delaware Secretary of State	Silicon Valley Bank	Sept. 15, 2017	Original UCC Filing	20176142068
Company	Delaware Secretary of State	BTO Cylance Holdings – NQ LP as Agent	May 11, 2018	Original UCC Filing	20183220213

(b)

None.

(c)

None.

Section 4.13 Intellectual Property

(a)

(i)

See Appendix 4.13(a)(i) to this Disclosure Schedule.

(ii)

See Appendix 4.13(a)(ii) to this Disclosure Schedule.

(iii)

Redacted – Confidential Client / Counterparty Information

(iv)

See Appendix 4.13(a)(iv) to this Disclosure Schedule.

(v)

None.

(vi)

Redacted – Details of Proceedings

(vii)

See Appendix 4.13(a)(vii) to this Disclosure Schedule.

(viii)

(A)

None.

(B)

None.

(C)

None.

(D)

None.

(b)

None.

(c)

None.

(d)

None.

(e)

None.

(f)(i)

Redacted – Confidential Client / Counterparty Information

(f)(ii)

None.

(f)(iii)

None.

(g)

Membership Agreement between the Company and the Anti-Malware Testing Standards Organization, updated June 6, 2018.

(h)

None.

(i)

None.

(j)

Redacted – Confidential Client / Counterparty Information

(k)

None.

(l)

None.

(m)

None.

(n)

None.

(o)

None.

(p)(i) Outbound Intellectual Property Contracts

Redacted – Confidential Client / Counterparty Information

(p)(ii)

Redacted – Confidential Client / Counterparty Information

(q)

None.

(r)

(i)

None.

(ii)

None.

(iii)

None.

(s)

Redacted – Confidential Client / Counterparty Information

(t)

None.

(u)

None.

(v)

None.

(w)

None.

(x)

(i)

See [Redacted – Confidential Client / Counterparty Information] and Appendix 4.13(x)(i)(2) to this Disclosure Schedule.

(ii)

Redacted – Confidential Product Development Information

(y)

Redacted – Information Regarding Legal Services

(z)

None.

(aa)

None.

(bb)

None.

(cc)

None.

Section 4.14(a) Company Contracts

(i)

Redacted – Confidential Employee Information

(ii)

1. Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement of the Company, dated May 10, 2018.
2. Seventh Amended and Restated Investors' Rights Agreement of the Company, dated May 10, 2018.
3. Sixth Amended and Restated Voting Agreement of the Company, dated May 10, 2018.
4. Series A Preferred Stock Purchase Agreement dated July 18, 2012.
5. Series B Preferred Stock Purchase Agreement dated February 20, 2014.
6. Series C Preferred Stock Purchase Agreement dated June 8, 2015, as amended by Amendment No. 1 to Series C Preferred Stock Purchase Agreement, dated July 17, 2015.
7. Series D Preferred Stock Purchase Agreement dated June 3, 2016.
8. The Warrant Agreements.

Remainder Redacted – Confidential Counterparty / Investor Information

(iii)

Redacted – Confidential Client / Counterparty Information

(iv)

None.

(v)

Redacted – Confidential Client / Counterparty Information

(vi)

None.

(vii)

1. The Real Property Leases

(viii)

Redacted – Confidential Client / Counterparty Information

(ix)

Redacted – Confidential Employee Information

(x)

None.

(xi)

(A)

None.

(B)

None.

(C)

Redacted – Confidential Client / Counterparty Information

(xii)

(A)

Redacted – Confidential Client / Counterparty Information

(B)

Redacted – Confidential Client / Counterparty Information

(C)

None.

(D)

Redacted – Confidential Client / Counterparty Information

(xiii)

None.

(xiv)

Redacted – Confidential Client / Counterparty Information

(xv) Competition Limitations

(A)

Redacted – Confidential Client / Counterparty Information

(B)

Redacted – Confidential Client / Counterparty Information

(C)

Redacted – Confidential Client / Counterparty Information

(xvi)

Redacted – Confidential Client / Counterparty Information

(xvii)

None.

(xviii)

1. Redacted – Confidential Legal Information.
2. Redacted – Confidential Legal Information.
3. Order Dismissing Action Without Prejudice, dated April 21, 2017, *Kassem Awada vs. Cylance Inc.*, Case No. 30-2016-00854126-CU-OE-CXC
4. Judicial Arbitration & Mediation Service, Notice of Dismissal of JAMS Reference No. 1200054695, dated September 17, 2018.
5. Stipulated Order of Dismissal with Prejudice, dated September 18, 2018, *Security Vitals, LLC v. Ryan Angott*, Case No. 2018-164049-CB
6. Redacted – Confidential Legal Information.

(xix)

None.

(xx)

1. Morgan Stanley Engagement Agreement.

(xxi) Top Suppliers and Customers

Redacted – Confidential Client / Counterparty Information

(c)

(i) Government Contracts

(A)

Redacted – Confidential Client / Counterparty Information

(B)

Redacted – Confidential Client / Counterparty Information

(ii)

None.

(iii)

(A)

None.

(B)

None.

(C)

None.

(D)

None.

(E)

Redacted – Confidential Client / Counterparty Information

(iv)

None.

(v)

None.

(vi)

None.

(vii)

None.

(viii)

None.

(ix)

None.

(x)

None.

(xi)

None.

(xii)

None.

(xiii)

None.

(xiv)

None.

(xv)

None.

Section 4.15 Company Plans

(a)

1. Cylance Inc. 401(k) Plan.
2. Investment Advisory Consulting Agreement, dated October 1, 2017, by and between BFSG, LLC and the Company with respect to the Cylance Inc. 401(k) Plan.
3. Cylance Inc. Health and Welfare Benefits Plan (which includes medical, dental, vision, life and accidental death and dismemberment, long-term disability and short-term disability insurance and an employee assistance program, travel assistance plan, transportation reimbursement plan and flexible spending accounts).
4. Voluntary supplemental benefits (including legal insurance and identify theft protection and pet care discount plan).
5. Administrative Services Agreement, effective January 1, 2018, by and between the Company and Anthem Blue Cross Life and Health Insurance Company.
6. Stop Loss Policy, effective January 1, 2018, by and between the Company and Anthem Blue Cross Life and Health Insurance Company.
7. Business Associate Agreement, effective October 21, 2016, by and between Cylance Inc. Health Plan and Burnham Benefits Insurance Services.
8. Executive Healthcare Services.
9. Executive Healthcare Services Agreement, dated May 29, 2018.
10. Participation Agreement, effective April 26, 2018, by and between Preventive Healthcare Medical Center d/b/a Hoag Executive Health and the Company.
11. Employee Handbook (Revised August 30, 2017).
12. Employee Handbook (Ireland).
13. On-Call Compensation Policy.
14. Group Insurance Program for Canada employees.
15. Group Life via AIG Fuji Life, AD&D via Mitsui Sumitomo, Group Long Term Disability via Hitachi Capital and Group Medical via MetLife for Japan employees.
16. Annual Pension Plan via EPF, Survivor's Lump Sum and Occupational Disability for Germany Employees.
17. Life Insurance and Long-Term Disability benefits for Germany employees.
18. Benefits through Allianz and Standard Life for employees in Germany.
19. Canada Life Group Life Master Trust, effective Jan 4, 2017.
20. AXA Healthcare for United Arab Emirates employees.
21. Group Life and Health Underwriting Agreement with Aviva Limited for Singapore employees.
22. Group Hospital and Surgical Insurance, Group Extended Major Medical Insurance, Group Outpatient Clinical Insurance, Group Outpatient Specialist Insurance, Group Dental Insurance,

Group Personal Accident Insurance and Group Term Life Insurance through Aviva Limited for Singapore employees.

23. Group Personal Pension Plan, Death in Service and Private Health Insurance via Bank of Ireland for Ireland Employees.
24. Private Medical via Irish Life for Ireland employees.
25. Income Protection and Keyman Insurance for Ireland employees.
26. Benefits through Allianz for employees in France.
27. Life Cover & TPD via Zurich, Income Protection via Zurich and Health Plan via BUPA for Australia employees.
28. Pension, Disability Insurance, Group Term Life Insurance, TFA and Private Medical Insurance for Sweden employees.
29. Retirement/Survivor's Benefits, Sickness Insurance, Occupation Group Life Insurance and Accident Insurance Work and Leisure Time through Movestic for Sweden employees.
30. Group Personal Pension Plan via Royal London, Group Life Assurance via Canada Life, Group Income Protection via Canada Life, Critical Illness via Canada Life and Private Medical via AXA for United Kingdom employees.
31. Business Health Select Plan through AXA for United Kingdom employees.
32. Australia Holiday Schedule.
33. Brazil Holiday Schedule.
34. Canada Holiday Schedule.
35. Dominican Republic Holiday Schedule.
36. France Holiday Schedule.
37. Germany Holiday Schedule.
38. Ireland Holiday Schedule.
39. Japan Holiday Schedule.
40. Mexico Holiday Schedule.
41. Netherlands Holiday Schedule.
42. Singapore Holiday Schedule.
43. Sweden Holiday Schedule.
44. U.S. Holiday Schedule.
45. UAE Holiday Schedule.
46. United Kingdom Holiday Schedule.
47. The following individual Company Plans, which have been Made Available:

a. Form of Employment Agreement (Germany).

b. Form of Employment Agreement (Sweden).

c. Form of Employment Contract (Netherlands).

d. Form of Employment Letter Agreement (Canada)

e. Form of Employment Letter Agreement (Australia).

f. Form of Employment Letter Agreement (Ireland).

g. Form of Employment Letter Agreement (Japan).

h. Form of Employment Letter Agreement (Singapore).

i. Form of Employment Letter Agreement (UAE).

j. Form of Employment Letter Agreement (UK).

k. Form of Permanent Employment Contract (Ireland).

l. Various forms of Employment Letter Agreement (USA).

m. Form of Employment Letter for Commission-Based Monthly Pro-Rated Non-Recoverable Draw

n. Form of Employment Letter for Commission No Draw

o. Form of Employment Letter for Incentive Compensation Plan

p. Form of Employment Letter for Non-Exempt Commission No Draw

q. Form of Employment Letter for Non-Exempt Intern

r. Form of Employment Letter for Professional Services

s. Form of Consulting Agreement.

Redacted – Confidential Employee Information

48. Relocation Guidelines and Policy and the Relocation Repayment Agreements entered into in connection therewith.

49. Severance Guidelines.

50. Cylance Executive Incentive Compensation Plan.

51. Cylance Incentive Compensation Plan.

52. Cylance Inc. Amended and Restated 2012 Stock Plan (Amended August 31, 2016) and the awards granted and outstanding thereunder as of the date of this Disclosure Schedule, as set forth on Section 4.4(b)(i) of this Disclosure Schedule.

53. Cylance Commission Plan.

54. Cylance Incentive and Commission Plan.

55. Cylance Incentive Compensation Plan (Revised August 1, 2018).

56. PS Incentive Plan (as described in the applicable offer letters).

57. Redacted – Confidential Employee Information

(b)

None.

(c)

None.

(d)

None.

(e)

None.

(f)

None.

(g)

None.

(h)

None.

(i)

None.

(j)

None.

(k)

Redacted – Confidential Employee Information

Section 4.16 Labor

(a)

The Employee Census.

(b)

None.

(c)

None.

(d)

None.

(e)

None.

(f)

None

(g)

None

(h)

1. Awada Settlement.

(i)

Redacted – Confidential Legal Information

(j)

1. Employees of the Company and its Subsidiaries may be subject to non-disclosure or confidentiality obligations owed to former employers.
2. Certain employees of the Company may be subject to non-solicit or non-compete obligations with respect to their former employer(s), for a specified time period.

(k)

1. See Employee Census.

Section 4.17 Litigation

Redacted - Confidential Legal Information

Section 4.18 Compliance With Laws; Permits

(a)

Redacted – Confidential Legal Information

(b)

1. Computer Information System Security Specific Products Sales License Certificate Number 0106180308 for CylancePROTECT with OPTICS from the Ministry of Public Security of People's Republic of China.
2. New Jersey Resale Certificate of Atrion Communication Resources, Inc.
3. New York State Resale Certificate of Atrion Communications Resources, Inc.
4. Pennsylvania Exemption Certificate of Atrion Communication Resuources, Inc. as Purchase and the Company as Seller.
5. Uniform Sales & Use Tax Certificate – MultiJurisdiction for Atrion Networking Corporation as Buyer and the Company as Seller.
6. Uniform Sales & Use Tax Certificate – MultiJurisdiction for CDW Logistics, Inc. as Buyer and the Company as Seller.
7. Computer Information System Security Specific Products Sales License.
8. Payment Card Indistry (PCI) Data Security Standard – Attestation of Compliance for Self-Assessment Questionnaire D – Service Providers
9. Self-Certification of International Trade Administration, U.S. Department of Commerce, for EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield covering HR and Non-HR data

Section 4.19 Insurance

Policies:

1. Acord Corporation Certificate of Liability Insurance – Commercial General Liability, Automobile Liability, Umbrella Liability, Excess Liability, Workers Compensation and Employers' Liability Insurance
2. Allied World Specialty Insurance Company – AWSIC Excess Liability Insurance
3. Argonaut Insurance Company – Primary D&O Liability, Employment Practices Liability, Fiduciary Liability and Miscellaneous Professional Liability Insurance
4. AXA Equitable – Life Insurance for Stuart McClure
5. Barbican Cyber Consortium 9354 – Data Protection Excess Liability Insurance
6. Beazley Insurance Company, Inc. – Crime Insurance Policy
7. Clyde & Co – Data Protection Liability Insurance
8. CNA Paramount – Non-Owned, Hired Autos Liability Insurance
9. CNA Paramount – Employee Benefits Liability, Business Property and General Liability Insurance
10. CNA Paramount – Excess and Umbrella Liability Insurance
11. CNA Paramount – Workers Compensation and Employers Liability Insurance
12. Hiscox Insurance Company Inc. – HICI Kidnap and Ransom Insurance
13. Lockton Companies LLC – General Liability, Auto Liability, Employers Liability, Employee Benefits Liability Insurance
14. Lloyd's Syndicates Brit 2987 and 2988– Data Protection Excess Liability Insurance
15. Nationwide – Directors & Officers Liability Excess Insurance Policy
16. RLI Insurance Company – Excess Executive Plus Directors & Officers Liability Insurance
17. Tarian Consortium 9714 – Data Protection Excess Liability Insurance
18. WorldRisk – Foreign Commercial General Liability Insurance, Foreign Business Auto Liability and Physical Damage Insurance, Foreign Voluntary Compensation and Employers Liability Insurance and Corporate Kidnap and Ransom/Extortion Insurance, Foreign Commercial Property
19. AIG Insurance Company of Canada – Commercial General Liability Insurance
20. AIG SME Property Insurance
21. AIG Commercial General Liability Insurance (Emirates)

Claims:

Redacted – Confidential Insurance Information

Section 4.20 Related Party Transactions

1. The Indemnification Agreements.
2. The Company Preferred Series Equity Agreements.
3. See Section 4.4(c) of this Disclosure Schedule.
4. BTO Loan
5. BTO Note
6. Blackstone Note
7. BTO Facility
8. Redacted – Confidential Employee Information

Section 4.21 Bank and Brokerage Accounts

Redacted – Confidential Account Details and Signatures

Section 4.22 Accounts Receivable; Accounts Payable

None.

Section 4.23 Certain Business Practices

(a)

None.

(b)

i. Redacted – Confidential Product Classification Information

ii. Redacted – Confidential Product Classification Information

iii. None.

iv. None.

v. None.

(c)

See Section 4.23(b) of this Disclosure Schedule.

(d)

Certain individuals who may be directors, officers, employees, distributors or agents of the Company or its Subsidiaries may hold security clearances or possess or have access to Classified Information in their individual capacity unrelated to the Company.

Section 4.24 Brokers and Financial Advisors

1. Morgan Stanley Engagement Agreement.

Section 4.25 Top Suppliers and Top Customers

Redacted – Confidential Client / Counterparty Information

Section 4.26 Warranties

Warranty and indemnification provisions in Contracts related to Company Products may survive for periods beyond the expiration or termination of the applicable Contract. Such provisions are often subject to negotiation and may vary from the applicable form Contract.

Section 4.27 Privacy and Data Security

(a)
None.

(b)
None.

(c)
None.

(d)
None.

(e)
None.

(f)
None.

Section 4.28 Social Media Accounts

Twitter:

1. https://twitter.com/CylanceInc
2. https://twitter.com/CylanceSports
3. https://twitter.com/CylanceCycling
4. https://twitter.com/CylanceSupport
5. https://twitter.com/CylanceInsider
6. https://twitter.com/CylancePrevent

Linkedin: https://www.linkedin.com/company/cylanceinc/

Facebook: https://www.facebook.com/CylanceInc/

Youtube: https://www.youtube.com/user/CylanceInc

SlideShare: https://www.slideshare.net/cylance_inc

Section 10.2(a)(xii) Specified Matters

Redacted – Confidential Legal Information

APPENDIX 4.7(a) - Financial Statements

Cylance Inc.
Financial Statements

Redacted - Confidential Financial Information

APPENDIX 4.13(a)(i) - Patents

PATENTS

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
US	ENDPOINT BASED MAN IN THE MIDDLE ATTACK DETECTION	CYLANCE INC.	15/045,071	2/16/2016	9,602,531	3/21/2017	Granted
US	TRANSACTION TERMINAL MALWARE DETECTION AND PREVENTION	CYLANCE INC.	15/052,753	2/24/2016	9,858,557	1/2/2018	Granted
US	MAN IN THE MIDDLE ATTACK DETECTION USING ACTIVE LEARNING	CYLANCE INC.	15/283,051	9/30/2016	9,781,150	10/3/2017	Granted
US	ENDPOINT BASED MAN IN THE MIDDLE ATTACK DETECTION USING MULTIPLE TYPES OF DETECTION TESTS	CYLANCE INC.	15/288,374	10/7/2016	9,680,860	6/13/2017	Granted
US	ENDPOINT-BASED MAN IN THE MIDDLE ATTACK DETECTION USING MACHINE LEARNING MODELS	CYLANCE INC.	15/380,896	12/15/2016	9,762,611	9/12/2017	Granted
PCT	ENDPOINT DETECTION AND RESPONSE UTILIZING MACHINE LEARNING	CYLANCE INC.	PCT/US2018/013093	1/10/2018			Pending
US	ENDPOINT DETECTION AND RESPONSE UTILIZING MACHINE LEARNING	CYLANCE INC.	62/445,172	1/11/2017			Expired
US	ENDPOINT DETECTION AND RESPONSE UTILIZING MACHINE LEARNING	CYLANCE INC.	15/862,067	1/4/2018			Pending
US	REDACTION OF ARTIFICIAL INTELLIGENCE TRAINING DOCUMENTS	CYLANCE INC.	15/452,623	3/7/2017			Pending
PCT	COMMUNICATIONS BUS SIGNAL FINGERPRINTING	CYLANCE INC.	PCT/US2018/019699	2/26/2018			Pending
US	COMMUNICATIONS BUS SIGNAL FINGERPRINTING	CYLANCE INC.	15/462,591	3/17/2017			Pending
PCT	COMMUNICATIONS BUS DATA TRANSMISSION USING RELATIVE GROUND SHIFTING	CYLANCE INC.	PCT/US2018/019706	2/26/2018			Pending
US	COMMUNICATIONS BUS DATA TRANSMISSION USING RELATIVE GROUND SHIFTING	CYLANCE INC.	15/462,611	3/17/2017			Pending
PCT	ELECTRONIC CONTROL UNIT PROTECTION FRAMEWORK USING SECURITY ZONES	CYLANCE INC.	PCT/US2018/019692	2/26/2018			Pending
US	ELECTRONIC CONTROL UNIT PROTECTION FRAMEWORK USING SECURITY ZONES	CYLANCE INC.	15/462,565	3/17/2017			Pending
US	PROTECTING DEVICES FROM MALICIOUS FILES BASED ON N-GRAM PROCESSING OF SEQUENTIAL DATA	CYLANCE INC.	15/490,797	4/18/2017			Pending
PCT	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	CYLANCE INC.	PCT/US2018/029041	4/24/2018			Pending
US	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	CYLANCE INC.	62/490,480	4/26/2017			Expired
US	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	CYLANCE INC.	15/961,659	4/24/2018			Pending
PCT	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	CYLANCE INC.	PCT/US2018/029051	4/24/2018			Pending

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
US	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	CYLANCE INC.	62/490,467	4/26/2017			Expired
US	ENDPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	CYLANCE INC.	15/961,685	4/24/2018			Pending
US	ENDPOINT DETECTION AND RESPONSE COMMUNICATIONS FRAMEWORK	CYLANCE INC.	62/490,442	4/26/2017			Expired
US	SYSTEM AND METHOD FOR INTERNET SECURITY	CYLANCE INC.	12/939,766	11/4/2010	8,578,487	11/5/2013	Granted
US	RUN-TIME INTERCEPTION OF SOFTWARE METHODS	CYLANCE INC.	13/118,238	5/27/2011	9,116,717	8/25/2015	Granted
US	RUN-TIME INTERCEPTION OF SOFTWARE METHODS	CYLANCE INC.	14/835,218	8/25/2015			Pending
US	DIGITAL FORENSIC ACQUISITION KIT AND METHODS OF USE THEREOF	CYLANCE INC.	13/019,796	2/2/2011	8,656,095	2/18/2014	Granted
CA	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	2,915,383	6/24/2014			Pending
AU	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	2014302603	6/24/2014			Pending
JP	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	2016-521905	6/24/2014			Pending
HK	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	16112748.2	6/24/2014			Pending
EU	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	14744672.8	6/24/2014			Pending
PCT	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	PCT/US2014/043934	6/24/2014			Completed
US	AUTOMATD SYSTEM FOR GENERATIVE MULTIMODAL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	61/838,820	6/24/2013			Expired
US	AUTOMATED SYSTEM FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	14/313,863	6/24/2014			Abandoned
US	AUTOMATED SYSTEMS AND METHODS FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	CYLANCE INC.	15/789,765	10/20/2017			Pending
CA	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	2,938,266	1/30/2015			Pending

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
AU	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	2015210760	1/30/2015			Pending
JP	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	2016-549252	1/30/2015			Pending
HK	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	17105655.6	1/30/2015			Pending
EU	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	15705432.1	1/30/2015			Pending
PCT	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	PCT/US2015/013933	1/30/2015			Completed
US	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	14/169,808	1/31/2014	9,262,296	2/16/2016	Granted
US	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	15/043,276	2/12/2016	9,959,276	5/1/2018	Granted
US	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	14/169,841	1/31/2014	8,930,916	1/6/2015	Granted
CA	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	2,938,265	1/30/2015			Pending
AU	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	2015210761	1/30/2015			Pending
JP	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	2016-549386	1/30/2015			Pending
HK	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	17105654.7	1/30/2015			Pending
EU	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	15705164.0	1/30/2015			Pending
PCT	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	PCT/US2015/013934	1/30/2015			Completed
US	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	14/590,788	1/6/2015	9,378,012	6/28/2016	Granted
US	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	CYLANCE INC.	15/167,581	5/27/2016	9,921,830	3/20/2018	Granted
CA	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	2,938,580	2/6/2015			Pending
AU	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	2015213797	2/6/2015			Pending
JP	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	2016-550628	2/6/2015			Pending
HK	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	17105692.1	6/8/2017			Pending
EU	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	15708931.9	2/6/2015			Pending

PATENTS

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
PCT	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	PCT/US2015/014769	2/6/2015			Completed
US	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	61/937,379	2/7/2014			Expired
US	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	CYLANCE INC.	14/616,509	2/6/2015			Pending
US	WAVELET DECOMPOSITION OF SOFTWARE ENTROPY TO IDENTIFY MALWARE	CYLANCE INC.	15/236,316	8/12/2016	9,946,876	4/17/2018	Granted
PCT	WAVELET DECOMPOSITION OF SOFTWARE ENTROPY TO IDENTIFY MALWARE	CYLANCE INC.	PCT/US2016/024763	3/29/2016			Completed
US	WAVELET DECOMPOSITION OF SOFTWARE ENTROPY TO IDENTIFY MALWARE	CYLANCE INC.	14/673,605	3/30/2015	9,465,940	10/11/2016	Granted
EU	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	16719657.5	4/15/2016			Pending
PCT	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	PCT/US2016/027885	4/15/2016			Completed
US	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	62/148,652	4/16/2015			Expired
US	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	14/789,914	7/1/2015	9,495,633	11/15/2016	Granted
US	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	15/566,687	4/15/2016			Pending
US	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	15/236,289	8/12/2016			Pending
JP	MALWARE DETECTION	CYLANCE INC.	2018-501314	7/14/2016			Pending
EU	MALWARE DETECTION	CYLANCE INC.	16742548.7	7/14/2016			Pending
PCT	MALWARE DETECTION	CYLANCE INC.	PCT/US2016/042358	7/14/2016			Completed
US	CONVOLUTIONAL NEURAL NETWORKS FOR MALWARE ANALYSIS	CYLANCE INC.	62/193,025	7/15/2015			Expired
US	MALWARE DETECTION	CYLANCE INC.	15/210,761	7/14/2016			Pending
US	MALWARE DETECTION	CYLANCE INC.	16/183,624	11/7/2018			Pending
PCT	SUB-EXECUTION ENVIRONMENT CONTROLLER	CYLANCE INC.	PCT/US2017/019379	2/24/2017			Completed
US	SUB-EXECUTION ENVIRONMENT INTERCEPTION AND CONTROL	CYLANCE INC.	62/300,610	2/26/2016			Expired
US	SUB-EXECUTION ENVIRONMENT CONTROLLER	CYLANCE INC.	15/441,952	2/24/2017			Pending

PATENTS

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
US	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	CYLANCE INC.	15/354,966	11/17/2016			Pending
EU	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	CYLANCE INC.	17709546.0	2/23/2017			Pending
PCT	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	CYLANCE INC.	PCT/US2017/019142	2/23/2017			Completed
US	COMPUTER FORENSIC DATA RETENTION AND ACCESSIBILITY	CYLANCE INC.	62/300,621	2/26/2016			Expired
US	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	CYLANCE INC.	15/356,029	11/18/2016			Pending
PCT	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	CYLANCE INC.	PCT/US2017/018723	2/21/2017			Completed
US	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	CYLANCE INC.	62/300,624	2/26/2016			Expired
US	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	CYLANCE INC.	15/252,106	8/30/2016	9,928,363	3/27/2018	Granted
US	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	CYLANCE INC.	15/886,610	2/1/2018			Pending
PCT	MACHINE LEARNING MODEL FOR MALWARE DYNAMIC ANALYSIS	CYLANCE INC.	PCT/US2017/031362	5/5/2017			Pending
US	MACHINE LEARNING MODEL FOR MALWARE DYNAMIC ANALYSIS	CYLANCE INC.	62/332,380	5/5/2016			Expired
US	MACHINE LEARNING MODEL FOR MALWARE DYNAMIC ANALYSIS	CYLANCE INC.	15/588,131	5/5/2017			Pending
PCT	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	CYLANCE INC.	PCT/US2017/043285	7/21/2017			Pending
US	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	CYLANCE INC.	15/216,661	7/21/2016	9,721,097	8/1/2017	Granted
US	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	CYLANCE INC.	15/246,333	8/24/2016	9,705,904	7/11/2017	Granted
PCT	DIMENSIONALITY REDUCTION OF COMPUTER PROGRAMS	CYLANCE INC.	PCT/US2017/028974	4/21/2017			Pending
US	LARGE SAMPLE RANDOMIZED PRINCIPAL COMPONENT ANALYSIS	CYLANCE INC.	62/326,608	4/22/2016			Expired
US	DIMENSIONALITY REDUCTION OF COMPUTER PROGRAMS	CYLANCE INC.	16/095,314	4/21/2017			Pending
US	NATIVE SERVICE CONTROLLER	CYLANCE INC.	15/236,328	8/12/2016	9,672,081	6/6/2017	Granted
US	MACHINE LEARNING MODEL FOR SCRIPT ANALYSIS	CYLANCE INC.	62/385,900	9/9/2016			Expired
US	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	CYLANCE INC.	15/345,433	11/7/2016			Pending

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
PCT	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	CYLANCE INC.	PCT/US2017/036134	6/6/2017			Pending
US	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	CYLANCE INC.	62/347,428	6/8/2016			Expired
US	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	CYLANCE INC.	15/615,609	6/6/2017			Pending
PCT	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	CYLANCE INC.	PCT/US2017/036125	6/6/2017			Pending
US	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	CYLANCE INC.	62/347,550	6/8/2016			Expired
US	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	CYLANCE INC.	15/613,878	6/5/2017			Pending
US	MEMORY SPACE PROTECTION	CYLANCE INC.	62/385,819	9/9/2016			Expired
US	MEMORY SPACE PROTECTION	CYLANCE INC.	15/638,114	6/29/2017			Pending
PCT	MACRO-SCRIPT EXECUTION CONTROL	CYLANCE INC.	PCT/US2017/036122	6/6/2017			Pending
US	MACRO-SCRIPT EXECUTION CONTROL	CYLANCE INC.	62/347,423	6/8/2016			Expired
US	MACRO-SCRIPT EXECUTION CONTROL	CYLANCE INC.	15/614,355	6/5/2017			Pending
PCT	ADVANCED MALWARE CLASSIFICATION	CYLANCE INC.	PCT/US2018/014507	1/19/2018			Pending
US	ADVANCED MALWARE CLASSIFICATION	CYLANCE INC.	15/410,599	1/19/2017			Pending
US	SHELLCODE DETECTION	CYLANCE INC.	62/419,922	11/9/2016			Expired
US	SHELLCODE DETECTION	CYLANCE INC.	15/806,229	11/7/2017			Pending
PCT	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	CYLANCE INC.	PCT/US2017/050205	9/6/2017			Pending
US	SOLUTIONS FOR UTILIZING ARTIFICIAL INTELLIGENCE FOR AUTOMATED LOGON AND LOGOFF PROCESSES FOR AN INFORMATION TECHNOLOGY RESOURCE	CYLANCE INC.	62/384,623	9/7/2016			Expired
US	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	CYLANCE INC.	15/696,057	9/5/2017			Pending
US	DETECTION OF VULNERABLE CODE	CYLANCE INC.	62/430,296	12/5/2016			Expired
US	DETECTION OF VULNERABLE CODE	CYLANCE INC.	15/829,646	12/1/2017			Pending
US	INFORMATION EXTRACTION FROM EXECUTING CODE TO ENHANCE STATIC ANALYSIS	CYLANCE INC.	62/370,664	8/3/2016			Expired
US	CENTROID FOR IMPROVING MACHINE LEARNING CLASSIFICATION AND INFO RETRIEVAL	CYLANCE INC.	62/402,842	9/30/2016			Expired

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
US	CENTROID FOR IMPROVING MACHINE LEARNING CLASSIFICATION AND INFO RETRIEVAL	CYLANCE INC.	15/720,372	9/29/2017			Pending
US	TRAINING A MACHINE LEARNING MODEL FOR CONTAINER FILE ANALYSIS	CYLANCE INC.	62/382,715	9/1/2016			Expired
US	TRAINING A MACHINE LEARNING MODEL FOR CONTAINER FILE ANALYSIS	CYLANCE INC.	15/345,439	11/7/2016			Pending
PCT	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	CYLANCE INC.	PCT/US2017/049607	8/31/2017			Pending
US	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	CYLANCE INC.	62/382,716	9/1/2016			Expired
US	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	CYLANCE INC.	15/345,444	11/7/2016			Pending
US	FEATURE HASHING	CYLANCE INC.	62/449,764	1/24/2017			Expired
US	DETECTION OF MALWARE USING FEATURE HASHING	CYLANCE INC.	15/873,746	1/17/2018			Pending
US	DICTIONARY BASED DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	CYLANCE INC.	62/449,778	1/24/2017			Expired
US	DICTIONARY BASED DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	CYLANCE INC.	15/873,673	1/17/2018			Pending
US	CLUSTERING ANALYSIS FOR DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	CYLANCE INC.	62/428,402	11/30/2016			Expired
US	CLUSTERING ANALYSIS FOR DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	CYLANCE INC.	15/800,603	11/1/2017			Pending
US	ANOMALY BASED MALWARE DETECTION	CYLANCE INC.	15/358,093	11/21/2016			Pending
US	MACHINE LEARNING CLASSIFICATION SYSTEMS AND METHODS USING MARKOV MODELING	CYLANCE INC.	62/402,801	9/30/2016			Expired
US	MACHINE LEARNING CLASSIFICATION SYSTEMS AND METHODS USING MARKOV MODELING	CYLANCE INC.	15/716,284	9/26/2017			Pending
US	ICON BASED MALWARE DETECTION	CYLANCE INC.	15/358,009	11/21/2016			Pending
PCT	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	CYLANCE INC.	PCT/US2017/049631	8/31/2017			Pending
US	TRAINING A MACHINE LEARNING MODEL FOR SCRIPT ANALYSIS	CYLANCE INC.	62/385,906	9/9/2016			Expired
US	TRAINING A MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	CYLANCE INC.	15/345,436	11/7/2016			Pending

PATENTS

Co.	Title	Applicant / Assignee	Application No.	Filing Date	Patent No.	Grant Date	Status
Redacted – Confidential Unpublished Information							
Redacted – Confidential Unpublished Information							
US	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	CYLANCE INC.	15/890,186	2/6/2018			Pending
Redacted – Confidential Unpublished Information							
US	DIGITAL FORENSIC ACQUISITION KIT AND METHODS OF USE THEREOF		61/300,450	2/2/2010			Expired
US	DIGITAL FORENSIC ACQUISITION KIT AND METHODS OF USE THEREOF		61/356,927	6/21/2010			Expired
US	DIGITAL FORENSIC ACQUISITION KIT AND METHODS OF USE THEREOF		PCT/US2011/023469	2/2/2011			Completed

APPENDIX 4.13(a)(ii) - Trademarks

TRADEMARKS

Co.	Mark	Owner	Int'l Class(es)	Serial No.	Filing Date	Registration No.	Registration Date	Status
SG	CYLANCE	CYLANCE INC.	09, 42	40201609317Y	6/9/2016	40201609317Y	9/30/2016	Registered
CN	CYLANCE	CYLANCE INC.	42	11709077	11/7/2012	11709077	4/14/2014	Registered
AU	CYLANCEPROTECT	CYLANCE INC.	09	1758046	3/10/2016	1758046	10/12/2016	Registered
SG	CYLANCEPROTECT	CYLANCE INC.	09, 42	40201609318W	6/21/2016	40201609318W	9/30/2016	Registered
SG	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09, 42	40201609320Q	6/9/2016	40201609320Q	9/30/2016	Registered
US	SILENCE CYBER ATTACKS	CYLANCE INC.	42	87/121,346	7/29/2016	5,353,124	12/12/2017	Registered
EU	KNOW THE TRUTH	CYLANCE INC.	09	016251159	1/13/2017	016251159	5/11/2017	Registered
US	KNOW THE TRUTH	CYLANCE INC.	09	87/128,550	8/5/2016	5,156,118	3/7/2017	Registered
JP	CYLANCE (in Japanese Katakana)	CYLANCE INC.	09, 42	2016-112015	10/13/2016	5964978	7/21/2017	Registered
US	DOUBLE HELIX SHIELD DESIGN (IN COLOR)	CYLANCE INC.	09, 42	87/201,455	10/12/2016	5,171,653	3/28/2017	Registered
CA	CYLANCE (STYLIZED)	CYLANCE INC.	09, 42	1758154	12/7/2015	TMA957656	12/9/2016	Registered
AU	CYLANCE (STYLIZED)	CYLANCE INC.	09, 42	1739645	12/7/2015	1739645	5/5/2016	Registered
JP	CYLANCE (STYLIZED)	CYLANCE INC.	09, 42	2015-121092	12/9/2015	5876413	8/26/2016	Registered
CN	CYLANCE (STYLIZED)	CYLANCE INC.	09	18524473	12/7/2015	18524473	1/21/2017	Registered
EU	CYLANCE (STYLIZED)	CYLANCE INC.	09, 42	014887707	12/7/2015	014887707	4/12/2016	Registered
US	CYLANCE (STYLIZED)	CYLANCE INC.	09, 42	86/655,881	6/9/2015	5,125,156	1/17/2017	Registered
CA	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09, 42	1749257	10/6/2015	TMA997,848	5/31/2018	Registered
AU	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09	1726084	10/7/2015	1726084	4/5/2016	Registered
JP	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09, 42	2015-097435	10/8/2015	5826254	2/12/2016	Registered
EU	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09, 42	014653653	10/6/2015	014653653	4/13/2016	Registered
US	DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09, 42	86/655,878	6/9/2015	5,169,214	3/28/2017	Registered
NZ	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
MX	CYLANCE	CYLANCE INC.	09, 42		11/30/2016		11/30/2016	Pending
CH	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
NO	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
RU	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered

Co.	Mark	Owner	Int'l Class(es)	Serial No.	Filing Date	Registration No.	Registration Date	Status
CU	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
CO	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
TR	CYLANCE	CYLANCE INC.	09, 42		11/30/2016		11/30/2016	Pending
IN	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
IL	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
KR	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
Madrid	CYLANCE	CYLANCE INC.	09, 42		11/30/2016	IR1336940	11/30/2016	Registered
AU	CYLANCE	CYLANCE INC.	09, 42	1524063	11/5/2012	1524063	4/26/2013	Registered
CL	CYLANCE	CYLANCE INC.	09, 42	1.235.579	12/27/2016	1251338	6/14/2017	Registered
PE	CYLANCE	CYLANCE INC.	09, 42	686674	12/7/2016	00016704	5/10/2017	Registered
JP	CYLANCE	CYLANCE INC.	09, 42	2016-026895	3/11/2016	5908242	12/22/2016	Registered
HK	CYLANCE	CYLANCE INC.	09, 42	303983446	12/5/2016	303983446	5/16/2017	Registered
AR	CYLANCE	CYLANCE INC.	09	3568103	12/21/2016	2932573	4/6/2018	Registered
BR	CYLANCE	CYLANCE INC.	09	912026510	12/8/2016			Pending
ID	CYLANCE	CYLANCE INC.	09	D00 2016 061001	12/8/2016			Pending
ZA	CYLANCE	CYLANCE INC.	09	2016/35811	12/5/2016			Pending
JO	CYLANCE	CYLANCE INC.	09	150697	12/5/2016	150697	10/19/2017	Registered
TW	CYLANCE	CYLANCE INC.	09, 41, 42	105073384	12/7/2016	01869968	9/16/2017	Registered
AE	CYLANCE	CYLANCE INC.	09	268935	2/28/2017	268935	2/21/2018	Registered
MY	CYLANCE	CYLANCE INC.	09	2016013877	12/22/2016	2016013877	8/7/2017	Registered
AR	CYLANCE	CYLANCE INC.	42	3568104	12/21/2016	2930972	3/22/2018	Registered
BR	CYLANCE	CYLANCE INC.	42	912026596	12/8/2016			Pending
ID	CYLANCE	CYLANCE INC.	42	J00 2016 060998	12/8/2016			Pending
ZA	CYLANCE	CYLANCE INC.	42	2016/35812	12/5/2016			Pending
JO	CYLANCE	CYLANCE INC.	42	150696	12/5/2016	150697	10/19/2017	Registered
AE	CYLANCE	CYLANCE INC.	42	268936	2/28/2017	268936	1/28/2018	Registered

Co.	Mark	Owner	Int'l Class(es)	Serial No.	Filing Date	Registration No.	Registration Date	Status
MY	CYLANCE	CYLANCE INC.	42	2016013876	12/22/2016	2016013876	8/3/2017	Registered
CA	THREATZERO	CYLANCE INC.	09, 42	1772193	3/14/2016			Pending
AU	THREATZERO	CYLANCE INC.	09, 42	1758357	3/11/2016	1758357	7/27/2016	Registered
JP	THREATZERO	CYLANCE INC.	09, 42	2016-027975	3/14/2016	5897598	11/18/2016	Registered
US	THREATZERO	CYLANCE INC.	42	86/759,649	9/17/2015	5,346,764	11/28/2017	Registered
CA	CYLANCE	CYLANCE INC.	09, 42	1601126	11/5/2012	TMA919113	11/2/2015	Registered
CN	CYLANCE	CYLANCE INC.	09	11709078	11/7/2012	11709078	4/14/2014	Registered
EU	CYLANCE	CYLANCE INC.	09, 42	011338662	11/12/2012	011338662	2/16/2014	Registered
US	CYLANCE	CYLANCE INC.	09, 42	85/636,405	5/27/2012	4,589,223	8/19/2014	Registered
EU	PRESPONSE	CYLANCE INC.	09, 42	011662566	3/15/2013	011662566	10/15/2013	Registered
US	PRESPONSE	CYLANCE INC.	09	85/785,012	11/21/2012	4,700,258	3/10/2015	Registered
CA	CYLANCEVISION	CYLANCE INC.	09, 42	1797587	8/25/2016			Pending
AU	CYLANCEVISION	CYLANCE INC.	09, 42		8/25/2016	IR1343010	8/25/2016	Registered
JP	CYLANCEVISION	CYLANCE INC.	09, 42		8/25/2016	IR1343010	8/25/2016	Registered
CN	CYLANCEVISION	CYLANCE INC.	09, 42		8/25/2016		8/25/2016	Pending
EU	CYLANCEVISION	CYLANCE INC.	09, 42		8/25/2016	IR1343010	8/25/2016	Registered
Madrid	CYLANCEVISION	CYLANCE INC.	09, 42		8/25/2016	IR1343010	8/25/2016	Abandoned
CA	THE AI OF AV	CYLANCE INC.	09, 42	1766637	2/5/2016			Pending
AU	THE AI OF AV	CYLANCE INC.	09, 42	1751441	2/10/2016	1751441	5/25/2016	Registered
JP	THE AI OF AV	CYLANCE INC.	09, 42	2016-013953	2/9/2016	5872365	8/5/2016	Registered
EU	THE AI OF AV	CYLANCE INC.	09, 42	015086572	2/9/2016	015086572	6/9/2016	Registered
US	THE AI OF AV	CYLANCE INC.	09, 42	86/729,135	8/18/2015			Pending
US	CYLANCEDETECT	CYLANCE INC.	09	86/193,572	2/14/2014	4,730,096	5/5/2015	Registered
CA	CYLANCEPROTECT	CYLANCE INC.	09	1771573	3/9/2016	TMA983,192	10/9/2017	Registered
JP	CYLANCEPROTECT	CYLANCE INC.	09	2016-025649	3/9/2016	5870539	7/29/2016	Registered
EU	CYLANCEPROTECT	CYLANCE INC.	09	015197379	3/9/2016	015197379	7/22/2016	Registered

TRADEMARKS

Co.	Mark	Owner	Int'l Class(es)	Serial No.	Filing Date	Registration No.	Registration Date	Status
US	CYLANCEPROTECT	CYLANCE INC.	09	86/193,569	2/14/2014	4,730,095	5/5/2015	Registered
US	CYLANCE (STYLIZED WITH SQUIGGLE)	CYLANCE INC.	09, 42	85/922,444	5/3/2013	4,700,424	3/10/2015	Registered
US	SQUIGGLE DESIGN	CYLANCE INC.	09, 42	85/922,436	5/3/2013	4,598,227	9/2/2014	Registered
US	CYLANCEV	CYLANCE INC.	09, 42	86/019,673	7/25/2013	4,700,636	3/10/2015	Registered
US	CYLANCEVERIFY	CYLANCE INC.	09	86/193,570	2/14/2014	4,842,007	10/27/2015	Registered
CA	SHIELD DESIGN	CYLANCE INC.	09	1755750	11/19/2015	TMA957633	12/9/2016	Registered
AU	SHIELD DESIGN	CYLANCE INC.	09	1735953	11/19/2015	1735953	4/26/2016	Registered
JP	SHIELD DESIGN	CYLANCE INC.	09	2015-115107	11/24/2015	5826264	2/12/2016	Registered
EU	SHIELD DESIGN	CYLANCE INC.	09	014814586	11/20/2015	014814586	5/31/2016	Registered
US	SHIELD DESIGN	CYLANCE INC.	09	86/642,506	5/27/2015	4,870,795	12/15/2015	Registered
US	INFINITY	CYLANCE INC.	42	86/173,889	1/23/2014	4,551,950	6/17/2014	Registered
US	INFINITY DESIGN	CYLANCE INC.	42	86/173,891	1/23/2014	4,551,951	6/17/2014	Registered
US	INFINITY SQUIGGLE LOGO	CYLANCE INC.	42	86/173,893	1/23/2014	4,551,952	6/17/2014	Registered
US	PRESPONSE	CYLANCE INC.	42	86/497,170	1/7/2015	4,807,344	9/8/2015	Registered
US	THE SCIENCE OF SECURITY	CYLANCE INC.	42	86/020,905	7/26/2013	4,728,362	4/28/2015	Registered
EU	CROWDSHIELD	CYLANCE INC.	09, 42	011372174	11/23/2012	011372174	6/27/2013	Registered
Madrid	S DESIGN AND SPEAR	CYLANCE INC.	42	-	10/15/2015	IR1280865	10/15/2015	Registered
JP	CYLANCEOPTICS	CYLANCE INC.	09, 42	2017-130181	9/29/2017	6037163	4/20/2018	Registered
EU	CYLANCEOPTICS	CYLANCE INC.	09, 42	172 609 85	9/29/2017	017260985	1/24/2018	Registered
US	CYLANCEOPTICS	CYLANCE INC.	09, 42	87/469,882	5/31/2017			Pending
US	CYLANCEOPTICS SHIELD DESIGN	CYLANCE INC.	09, 42	87/469,892	5/31/2017			Pending
CN	CYLANCE (STYLIZED)	CYLANCE INC.	42	18524474	12/7/2015	18524474	1/21/2017	Registered
JP	CYLANCEIDENTITY	CYLANCE INC.	09, 42	2018-102597	8/10/2018			Pending
EU	CYLANCEIDENTITY	CYLANCE INC.	09, 42	017940988	8/10/2018			Pending
US	CYLANCEIDENTITY	CYLANCE INC.	09, 42	87/795,224	2/13/2018			Pending
CN	CYLANCE/DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	09	29397760	3/2/2018			Pending

TRADEMARKS

Co.	Mark	Owner	Int'l Class(es)	Serial No.	Filing Date	Registration No.	Registration Date	Status
CN	CYLANCE/DOUBLE HELIX SHIELD DESIGN	CYLANCE INC.	42	29397759	3/2/2018			Pending
US	CYLANCE SMART ANTIVIRUS	CYLANCE INC.	09	87/952,809	6/7/2018			Pending
US	PERPETUAL PROTECTION	CYLANCE INC.	09, 42	87/952,846	6/7/2018			Pending
US	PERPETUAL PREVENTION	CYLANCE INC.	09, 42	87/952,830	6/7/2018			Pending
US	V SHIELD	CYLANCE INC.	09, 42	87/954,334	6/8/2018			Pending
US	CYLANCE SMART ANTIVIRUS LOGO WITH SHIELD	CYLANCE INC.	09	87/954,326	6/8/2018			Pending
US	CYLANCEPROTECT SHIELD DESIGN	CYLANCE INC.	09	88/000,796	6/14/2018			Pending
US	THREATZERO SHIELD DESIGN	CYLANCE INC.	42	88/000,779	6/14/2018			Pending
US	CYLANCEHYBRID	CYLANCE INC.	09, 42	88/017,088	6/27/2018			Pending
US	CYLANCEON-PREM	CYLANCE INC.	09, 42	88/017,100	6/27/2018			Pending

APPENDIX 4.13(a)(iv) - Copyright

COPYRIGHT

Co.	Title	Claimant	Registration No.	Registration Date
US	Introduction to Artificial Intelligence for Security Professionals	CYLANCE	TX0008466307	8/28/2017

APPENDIX 4.13(a)(vii) - Intellectual Property Maintenance

Patents - Due Date Report

Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	REDACTION OF ARTIFICIAL INTELLIGENCE TRAINING DOCUMENTS	US-2018-0260734-A1		3/7/2017	15/452,623			9/13/2018	US-2018-0260734-A1	United States of America	BEVERIDGE, DAVID NEILL;OLIINYK, YAROSLAV;LIEBSON, DAVID MICHAEL	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ICON BASED MALWARE DETECTION	US-20108-0144130-A1		11/21/2016	15/358,009			5/24/2018	US-20108-0144130-A1	United States of America	WOLFF, MATTHEW;SILVA, PEDRO;ZHAO, XUAN;BROCK, JOHN;LUAN, JIAN	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	9,495,633	4/16/2015	7/1/2015	14/789,914	11/15/2016	9,495,633	10/20/2016	US-2016-0307094-A1	United States of America	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMMUNICATIONS BUS SIGNAL FINGERPRINTING	WO2018/169667	3/17/2017	2/26/2018	PCT/US2018/019699			9/20/2018	WO2018/169667	Patent Cooperation Treaty	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	COMMUNICATIONS BUS DATA TRANSMISSION USING RELATIVE GROUND SHIFTING	US-2018-026817-A1		3/17/2017	15/462,611			9/20/2018	US-2018-026817-A1	United States of America	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ELECTRONIC CONTROL UNIT PROTECTION FRAMEWORK USING SECURITY ZONES	WO2018/169666	3/17/2017	2/26/2018	PCT/US2018/019692			9/20/2018	WO2018/169666	Patent Cooperation Treaty	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ELECTRONIC CONTROL UNIT PROTECTION FRAMEWORK USING SECURITY ZONES	US-2018-0270195-A1		3/17/2017	15/462,565			9/20/2018	US-2018-0270195-A1	United States of America	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	WAVELET DECOMPOSITION OF SOFTWARE ENTROPY TO IDENTIFY MALWARE	9,946,876	3/30/2015	8/12/2016	15/236,316	4/17/2018	9,946,876		US-2016-0378984-A1	United States of America	WOJNOWICZ, MICHAEL;CHISHOLM, GLENN;WOLFF, MATTHEW;SOEDER, DEREK A.;ZHAO, YUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	US-2017-0249461-A1	2/26/2016	11/17/2016	15/354,966			8/31/2017	US-2017-0249461-A1	United States of America	PERMEH, RYAN;WOLFF, MATTHEW;OSWALD, SAMUEL;ZHAO, XUAN;CULLEY, MARK;POLSON	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DETECTION OF MALWARE USING FEATURE HASHING	US-2018-0211041-A1	1/24/2017	1/17/2018	15/873,746			7/26/2018	US-2018-0211041-A1	United States of America	DAVIS, ANDREW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DICTIONARY BASED DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	US-2018-0211140-A1	1/24/2017	1/17/2018	15/873,673			7/26/2018	US-2018-0211140-A1	United States of America	DAVIS, ANDREW	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ADVANCED MALWARE CLASSIFICATION	WO2018/136788	1/19/2017	1/19/2018	PCT/US2018/014507			7/26/2018	WO2018/136788	Patent Cooperation Treaty	MAISEL, MATTHEW;PERMEH, RYAN;WOLFF, MATTHEW;ACEVEDO, GABRIEL;DAVIS, ANDREW;BROCK, JOHN;STRONG	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ADVANCED MALWARE CLASSIFICATION	WO2018/136788	1/19/2017	1/19/2018	PCT/US2018/014507			7/26/2018	WO2018/136788	Patent Cooperation Treaty	MAISEL, MATTHEW;PERMEH, RYAN;WOLFF, MATTHEW;ACEVEDO, GABRIEL;DAVIS, ANDREW;BROCK, JOHN;STRONG	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ADVANCED MALWARE CLASSIFICATION	US-2018-0203998-A1		1/19/2017	15/410,599			7/19/2018	US-2018-0203998-A1	United States of America	MAISEL, MATTHEW;PERMEH, RYAN;WOLFF, MATTHEW;ACEVEDO, GABRIEL;DAVIS, ANDREW;BROCK, JOHN;STRONG	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	COMMUNICATIONS BUS DATA TRANSMISSION USING RELATIVE GROUND SHIFTING	US-2018-026817-A1		3/17/2017	15/462,611			9/20/2018	US-2018-026817-A1	United States of America	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ELECTRONIC CONTROL UNIT PROTECTION FRAMEWORK USING SECURITY ZONES	US-2018-0270195-A1		3/17/2017	15/462,565			9/20/2018	US-2018-0270195-A1	United States of America	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Filed Wait Exam	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	HK1232326	2/7/2014	2/6/2015	17105692.1			1/5/2018	HK1232326	Hong Kong	PERMEH, RYAN;SOEDER, DEREK A.;CHISHOLM, GLENN;RUSSELL, BRADEN;GOLOMB, GARY;WOLFF, MATTHEW;MCCLURE,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MALWARE DETECTION	3323075	7/15/2015	7/14/2016	16742548.7			5/23/2018	3323075	European Patent Office	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN;PERMEH	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	WO 2018/200451	4/26/2017	4/24/2018	PCT/US2018/029041			11/1/2018	WO 2018/200451	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	WO 2018/200458	4/26/2017	4/24/2018	PCT/US2018/029051			11/1/2018	WO 2018/200458	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
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Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
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Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MACHINE LEARNING CLASSIFICATION SYSTEMS AND METHODS USING MARKOV MODELING	US-2018-0097826-A1	9/30/2016	9/26/2017	15/716,284			4/5/2018	US-2018-0097826-A1	United States of America	LUAN, JIAN;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MACHINE LEARNING CLASSIFICATION SYSTEMS AND METHODS USING MARKOV MODELING	US-2018-0097826-A1	9/30/2016	9/26/2017	15/716,284			4/5/2018	US-2018-0097826-A1	United States of America	LUAN, JIAN;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MEMORY SPACE PROTECTION	US-2018-0074976-A1	9/9/2016	6/29/2017	15/638,114			3/15/2018	US-2018-0074976-A1	United States of America	NORRIS, MICHAEL RAY;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CENTROID FOR IMPROVING MACHINE LEARNING CLASSIFICATION AND INFO RETRIEVAL	US-2018-0096230-A1	9/30/2016	9/29/2017	15/720,372			4/5/2018	US-2018-0096230-A1	United States of America	LUAN, JIAN;WOLFF, MATTHEW;WALLACE, BRIAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CENTROID FOR IMPROVING MACHINE LEARNING CLASSIFICATION AND INFO RETRIEVAL	US-2018-0096230-A1	9/30/2016	9/29/2017	15/720,372			4/5/2018	US-2018-0096230-A1	United States of America	LUAN, JIAN;WOLFF, MATTHEW;WALLACE, BRIAN	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	9,959,276	1/31/2014	2/12/2016	15/043,276	5/1/2018	9,959,276		US-2016-0246800-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	9,959,276	1/30/2015	2/12/2016	15/043,276	5/1/2018	9,959,276		US-2016-0246800-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DETECTION OF VULNERABLE CODE	US-2018-0157845-A1	12/5/2016	12/1/2017	15/829,646			6/7/2018	US-2018-0157845-A1	United States of America	MEHTA, PAUL	Patent
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Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RUN-TIME INTERCEPTION OF SOFTWARE METHODS	US-2016-0328221-A1	5/27/2011	8/25/2015	14/835,218				US-2016-0328221-A1	United States of America	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/31/2014	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/30/2015	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	2/12/2016	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending Abandonment	SUB-EXECUTION ENVIRONMENT CONTROLLER	WO2017/147441	2/26/2016	2/24/2017	PCT/US2017/019379			8/31/2017	WO2017/147441	Patent Cooperation Treaty	SOEDER, DEREK A.;PERMEH, RYAN;WOLFF, MATTHEW;JIN, MING;ZHOU, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending Abandonment	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	WO2017/147072	2/26/2016	2/21/2017	PCT/US2017/018723			8/31/2017	WO2017/147072	Patent Cooperation Treaty	SOEDER, DEREK A.;PERMEH, RYAN;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending Abandonment	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	WO2017/147072	8/30/2016	2/21/2017	PCT/US2017/018723			8/31/2017	WO2017/147072	Patent Cooperation Treaty	SOEDER, DEREK A.;PERMEH, RYAN;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	SHELLCODE DETECTION	US-2018-0129807-A1	11/9/2016	11/7/2017	15/806,229			5/10/2018	US-2018-0129807-A1	United States of America	AZARAFROOZ, MAHDI;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	WO2017/214131	6/8/2016	6/6/2017	PCT/US2017/036134			12/14/2017	WO2017/214131	Patent Cooperation Treaty	HARMS, KRIS;SONG, RENEE;RAJAMANI, RAJ;RUSSELL, BRADEN;SOHN, ALICE;IPSEN, KIEFER	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	WO2017/214131	6/8/2016	6/6/2017	PCT/US2017/036134			12/14/2017	WO2017/214131	Patent Cooperation Treaty	HARMS, KRIS;SONG, RENEE;RAJAMANI, RAJ;RUSSELL, BRADEN;SOHN, ALICE;IPSEN, KIEFER	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	WO2017/214124	6/8/2016	6/6/2017	PCT/US2017/036125			12/14/2017	WO2017/214124	Patent Cooperation Treaty	SOEDER, DEREK A.;PETERSEN, ERIC	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	WO2017/214124	6/8/2016	6/6/2017	PCT/US2017/036125			12/14/2017	WO2017/214124	Patent Cooperation Treaty	SOEDER, DEREK A.;PETERSEN, ERIC	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	WO2017/214124	6/5/2017	6/6/2017	PCT/US2017/036125			12/14/2017	WO2017/214124	Patent Cooperation Treaty	SOEDER, DEREK A.;PETERSEN, ERIC	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACRO-SCRIPT EXECUTION CONTROL	WO2017/214121	6/8/2016	6/6/2017	PCT/US2017/036122			12/14/2017	WO2017/214121	Patent Cooperation Treaty	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACRO-SCRIPT EXECUTION CONTROL	WO2017/214121	6/5/2017	6/6/2017	PCT/US2017/036122			12/14/2017	WO2017/214121	Patent Cooperation Treaty	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACRO-SCRIPT EXECUTION CONTROL	WO2017/214121	6/8/2016	6/6/2017	PCT/US2017/036122			12/14/2017	WO2017/214121	Patent Cooperation Treaty	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACRO-SCRIPT EXECUTION CONTROL	WO2017/214121	6/5/2017	6/6/2017	PCT/US2017/036122			12/14/2017	WO2017/214121	Patent Cooperation Treaty	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	US-2018-0101681-A1	4/15/2016	4/16/2015	15/566,687			4/12/2018	US-2018-0101681-A1	United States of America	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	PROTECTING DEVICES FROM MALICIOUS FILES BASED ON N-GRAM PROCESSING OF SEQUENTIAL DATA	US-2018-0300482-A1		4/18/2017	15/490,797			10/18/2018	US-2018-0300482-A1	United States of America	LI, LI;ZHAO, XUAN;AKHAVAN-MASOULEH, SEPEHR;BROCK, JOHN HENDERSHOTT;OLIINYK, YAROSLAV;WOLFE	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	9,921,830	1/31/2014	5/27/2016	15/167,581	3/20/2018	9,921,830		US-2016-0274909-A1	United States of America	SOEDER, DEREK A.;WOLFF, MATTHEW	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	GENERATION OF API CALL GRAPHS FROM STATIC DISASSEMBLY	9,921,830	1/6/2015	5/27/2016	15/167,581	3/20/2018	9,921,830		US-2016-0274909-A1	United States of America	SOEDER, DEREK A.;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	AUTOMATED SYSTEMS AND METHODS FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	US-2018-0060760-A1	6/24/2013	10/20/2017	15/789,765			3/1/2018	US-2018-0060760-A1	United States of America	PERMEH, RYAN;MCCLURE, STUART;WOLFF, MATTHEW;GOLOMB, GARY;SOEDER, DEREK A.;LEVITES, SEAGEN;O'DEA, MICHAEL;ACEVEDO	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	AUTOMATED SYSTEMS AND METHODS FOR GENERATIVE MULTIMODEL MULTICLASS CLASSIFICATION AND SIMILARITY ANALYSIS USING MACHINE LEARNING	US-2018-0060760-A1	6/24/2014	10/20/2017	15/789,765			3/1/2018	US-2018-0060760-A1	United States of America	PERMEH, RYAN;MCCLURE, STUART;WOLFF, MATTHEW;GOLOMB, GARY;SOEDER, DEREK A.;LEVITES, SEAGEN;O'DEA, MICHAEL;ACEVEDO	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	WO2018/017953	7/21/2016	7/21/2017	PCT/US2017/043285			1/25/2018	WO2018/017953	Patent Cooperation Treaty	DAVIS, ANDREW;WOLFF, MATTHEW;WOJNOWICZ, MICHAEL;SOEDER, DEREK A.;ZHAO, XUAN	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	SUB-EXECUTION ENVIRONMENT CONTROLLER	US-2017-0249459-A1	2/26/2016	2/24/2017	15/441,952			8/31/2017	US-2017-0249459-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	WO 2018/200451	4/26/2017	4/24/2018	PCT/US2018/029041			11/1/2018	WO 2018/200451	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	WO 2018/200458	4/26/2017	4/24/2018	PCT/US2018/029051			11/1/2018	WO 2018/200458	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	9,928,363	2/26/2016	8/30/2016	15/252,106	3/27/2018	9,928,363	8/31/2017	US-2017-0249455-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DETECTION OF VULNERABLE CODE	US-2018-0157845-A1	12/5/2016	12/1/2017	15/829,646			6/7/2018	US-2018-0157845-A1	United States of America	MEHTA, PAUL	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	US-2018-0063169-A1	9/1/2016	11/7/2016	15/345,444			3/1/2018	US-2018-0063169-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JIAN;AZARAFROOZ, MAHDI;DAVIS	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	US-2018-0063169-A1	9/1/2016	11/7/2016	15/345,444			3/1/2018	US-2018-0063169-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JIAN;AZARAFROOZ, MAHDI;DAVIS	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CLUSTERING ANALYSIS FOR DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	US-2018-0150724-A1	11/30/2016	11/1/2017	15/800,603			5/31/2018	US-2018-0150724-A1	United States of America	BROCK, JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CLUSTERING ANALYSIS FOR DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	US-2018-0150724-A1	11/30/2016	11/1/2017	15/800,603			5/31/2018	US-2018-0150724-A1	United States of America	BROCK, JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	2/26/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	8/30/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ENDPOINT DETECTION AND RESPONSE UTILIZING MACHINE LEARNING	US-2018-0196942-A1	1/11/2017	1/4/2018	15/862,067			7/12/2018	US-2018-0196942-A1	United States of America	KASHYAP, RAHUL CHANDER;KOTOV, VADIM DMITRIYEVICH;OSWALD, SAMUEL	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	TRAINING A MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	US-2018-0075349-A1	9/9/2016	11/7/2016	15/345,436			3/15/2018	US-2018-0075349-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN,	Patent
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Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ICON BASED MALWARE DETECTION	US-20108-0144130-A1		11/21/2016	15/358,009			5/24/2018	US-20108-0144130-A1	United States of America	WOLFF, MATTHEW;SILVA, PEDRO;ZHAO, XUAN;BROCK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ICON BASED MALWARE DETECTION	US-20108-0144130-A1		11/21/2016	15/358,009			5/24/2018	US-20108-0144130-A1	United States of America	WOLFF, MATTHEW;SILVA, PEDRO;ZHAO, XUAN;BROCK	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	US-2016-0350532-A1	4/16/2015	8/12/2016	15/236,289				US-2016-0350532-A1	United States of America	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN;PERMEH, RYAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RECURRENT NEURAL NETWORKS FOR MALWARE ANALYSIS	US-2016-0350532-A1	7/1/2015	8/12/2016	15/236,289				US-2016-0350532-A1	United States of America	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN;PERMEH, RYAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Filed Wait Exam	MALWARE DETECTION	2018-524735	7/15/2015	7/14/2016	2018-501314			8/30/2018	2018-524735	Japan	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN;PERMEH, RYAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MEMORY SPACE PROTECTION	US-2018-0074976-A1	9/9/2016	6/29/2017	15/638,114			3/15/2018	US-2018-0074976-A1	United States of America	NORRIS, MICHAEL RAY;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MEMORY SPACE PROTECTION	US-2018-0074976-A1	9/9/2016	6/29/2017	15/638,114			3/15/2018	US-2018-0074976-A1	United States of America	NORRIS, MICHAEL RAY;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMMUNICATIONS BUS SIGNAL FINGERPRINTING	WO2018/169667	3/17/2017	2/26/2018	PCT/US2018/019699			9/20/2018	WO2018/169667	Patent Cooperation Treaty	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMMUNICATIONS BUS SIGNAL FINGERPRINTING	WO2018/169667	3/17/2017	2/26/2018	PCT/US2018/019699			9/20/2018	WO2018/169667	Patent Cooperation Treaty	BATHURST, DONALD;CAREY, MARK	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	WAVELET DECOMPOSITION OF SOFTWARE ENTROPY TO IDENTIFY MALWARE	9,946,876	3/30/2015	8/12/2016	15/236,316	4/17/2018	9,946,876		US-2016-0378984-A1	United States of America	WOJNOWICZ, MICHAEL;CHISHOLM, GLENN;WOLFF, MATTHEW;SOEDER, DEREK A.;ZHAO	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	US-2017-0249461-A1	2/26/2016	11/17/2016	15/354,966			8/31/2017	US-2017-0249461-A1	United States of America	PERMEH, RYAN;WOLFF, MATTHEW;OSWALD, SAMUEL;ZHAO, XUAN;CHU, FEY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	TRAINING A MACHINE LEARNING MODEL FOR CONTAINER FILE ANALYSIS	US-2018-0060580-A1	9/1/2016	11/7/2016	15/345,439			3/1/2018	US-2018-0060580-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LIAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DETECTION OF MALWARE USING FEATURE HASHING	US-2018-0211041-A1	1/24/2017	1/17/2018	15/873,746			7/26/2018	US-2018-0211041-A1	United States of America	DAVIS, ANDREW	Patent

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Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DICTIONARY BASED DEDUPLICATION OF TRAINING SET SAMPLES FOR MACHINE LEARNING BASED COMPUTER THREAT ANALYSIS	US-2018-0211140-A1	1/24/2017	1/17/2018	15/873,673			7/26/2018	US-2018-0211140-A1	United States of America	DAVIS, ANDREW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/31/2014	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOLDER, DEREK A.;PERMEH, RYAN;COLOMB	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/30/2015	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOLDER, DEREK A.;PERMEH, RYAN;COLOMB	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	2/12/2016	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOLDER, DEREK A.;PERMEH, RYAN;COLOMB	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	PROTECTING DEVICES FROM MALICIOUS FILES BASED ON N-GRAM PROCESSING OF SEQUENTIAL DATA	US-2018-0300482-A1		4/18/2017	15/490,797			10/18/2018	US-2018-0300482-A1	United States of America	LI, LI;ZHAO, XUAN;AKHAVAN-MASOULEH, SEPEHR;BROCK, JOHN HENDERSHOTT;OLIINYK	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ANOMALY BASED MALWARE DETECTION	US-20180144131-A1		11/21/2016	15/358,093			5/24/2018	US-20180144131-A1	United States of America	WOJNOWICZ, MICHAEL;WOLFF, MATTHEW;KAPOOR, ADITYA	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ANOMALY BASED MALWARE DETECTION	US-20180144131-A1		11/21/2016	15/358,093			5/24/2018	US-20180144131-A1	United States of America	WOJNOWICZ, MICHAEL;WOLFF, MATTHEW;KAPOOR, ADITYA	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	WO2018/017953	7/21/2016	7/21/2017	PCT/US2017/043285			1/25/2018	WO2018/017953	Patent Cooperation Treaty	DAVIS, ANDREW;WOLFF, MATTHEW;WOJNOWICZ, MICHAEL;SOEDER, DEREK A.;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	NEURAL ATTENTION MECHANISMS FOR MALWARE ANALYSIS	WO2018/017953	7/21/2016	7/21/2017	PCT/US2017/043285			1/25/2018	WO2018/017953	Patent Cooperation Treaty	DAVIS, ANDREW;WOLFF, MATTHEW;WOJNOWICZ, MICHAEL;SOEDER, DEREK A.;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RUN-TIME INTERCEPTION OF SOFTWARE METHODS	US-2016-0328221-A1	5/27/2011	8/25/2015	14/835,218				US-2016-0328221-A1	United States of America	SOEDER, DEREK A.	Patent

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Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	APPLICATION EXECUTION CONTROL UTILIZING ENSEMBLE MACHINE LEARNING FOR DISCERNMENT	US-2015-0227741-A1	2/7/2014	2/6/2015	14/616,509			8/13/2015	US-2015-0227741-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;CHISHOLM, GLENN;RUSSELL, BRADEN;GOLOMB, GARY;WOLFF, MATTHEW;MCCLURE, STUART	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	2/26/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	8/30/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MALWARE DETECTION	3323075	7/15/2015	7/14/2016	16742548.7			5/23/2018	3323075	European Patent Office	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	9,959,276	1/31/2014	2/12/2016	15/043,276	5/1/2018	9,959,276		US-2016-0246800-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Registered	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	9,959,276	1/30/2015	2/12/2016	15/043,276	5/1/2018	9,959,276		US-2016-0246800-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending Abandonment	DIMENSIONALITY REDUCTION OF COMPUTER PROGRAMS	WO2017/185049	4/22/2016	4/21/2017	PCT/US2017/028974			10/26/2017	WO2017/185049	Patent Cooperation Treaty	WOJNOWICZ, MICHAEL;NGUYEN, DINH HUU;DAVIS, ANDREW;CHISHOLM, GLENN;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DETECTION OF VULNERABLE CODE	US-2018-0157845-A1	12/5/2016	12/1/2017	15/829,646			6/7/2018	US-2018-0157845-A1	United States of America	MEHTA, PAUL	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	9/1/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WOJNOWICZ, MICHAEL;SOEDER,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	11/7/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	US-2018-0063169-A1	9/1/2016	11/7/2016	15/345,444			3/1/2018	US-2018-0063169-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	2/26/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ISOLATING DATA FOR ANALYSIS TO AVOID MALICIOUS ATTACKS	US-2018-0157826-A1	8/30/2016	2/1/2018	15/886,610			6/7/2018	US-2018-0157826-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	RETENTION AND ACCESSIBILITY OF DATA CHARACTERIZING EVENTS ON AN ENDPOINT COMPUTER	US-2017-0249462-A1	11/17/2016	11/18/2016	15/356,029			8/31/2017	US-2017-0249462-A1	United States of America	PERMEH, RYAN;WOLFF, MATTHEW;OSWALD, SAMUEL;ZHAO, XUAN;CULLEY, MARK;POLSON,	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MACRO-SCRIPT EXECUTION CONTROL	US-2017-0357805-A1	6/8/2016	6/5/2017	15/614,355			12/14/2017	US-2017-0357805-A1	United States of America	SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	DEPLOYMENT OF MACHINE LEARNING MODELS FOR DISCERNMENT OF THREATS	US-2017-0357807-A1	6/8/2016	6/6/2017	15/615,609			12/14/2017	US-2017-0357807-A1	United States of America	HARMS, KRISTOPHER WILLIAM;SONG, RENEE;RAJAMANI, RAJ;RUSSELL, BRADEN;SOHN, ALICE;IRSEN, KIEFER	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/31/2014	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	1/30/2015	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	STATIC FEATURE EXTRACTION FROM STRUCTURED FILES	US-2018-0157670-A1	2/12/2016	2/6/2018	15/890,186			6/7/2018	US-2018-0157670-A1	United States of America	SOEDER, DEREK A.;PERMEH, RYAN;GOLOMB, GARY;WOLFF, MATTHEW	Patent

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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	US-2018-0075348-A1	9/9/2016	11/7/2016	15/345,433			3/15/2018	US-2018-0075348-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JIAN;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WOJNOWICZ, MICHAEL;SOEDER, DEREK A.;BEVERIDGE, DAVID;PETERSEN, ERIC;JIN, MING;PERMEH, RYAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/7/2016	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/5/2017	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ICON BASED MALWARE DETECTION	US-20108-0144130-A1		11/21/2016	15/358,009			5/24/2018	US-20108-0144130-A1	United States of America	WOLFF, MATTHEW;SILVA, PEDRO;ZHAO, XUAN;BROCK, JOHN;LUAN, JIAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	9/9/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	11/7/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MEMORY SPACE PROTECTION	US-2018-0074976-A1	9/9/2016	6/29/2017	15/638,114			3/15/2018	US-2018-0074976-A1	United States of America	NORRIS, MICHAEL RAY;SOEDER, DEREK A.	Patent
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Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ANOMALY BASED MALWARE DETECTION	US-20180144131-A1		11/21/2016	15/358,093			5/24/2018	US-20180144131-A1	United States of America	WOJNOWICZ, MICHAEL;WOLFF, MATTHEW;KAPOOR, ADITYA	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	SUB-EXECUTION ENVIRONMENT CONTROLLER	US-2017-0249459-A1	2/26/2016	2/24/2017	15/441,952			8/31/2017	US-2017-0249459-A1	United States of America	PERMEH, RYAN;SOEDER, DEREK A.;WOLFF, MATTHEW;JIN, MING;ZHAO, XUAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	WO 2018/200451	4/26/2017	4/24/2018	PCT/US2018/029041			11/1/2018	WO 2018/200451	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDPOINT DETECTION AND RESPONSE SYSTEM WITH ENDPOINT-BASED ARTIFACT STORAGE	WO 2018/200451	4/26/2017	4/24/2018	PCT/US2018/029041			11/1/2018	WO 2018/200451	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	WO 2018/200458	4/26/2017	4/24/2018	PCT/US2018/029051			11/1/2018	WO 2018/200458	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	ENDOPOINT DETECTION AND RESPONSE SYSTEM EVENT CHARACTERIZATION DATA TRANSFER	WO 2018/200458	4/26/2017	4/24/2018	PCT/US2018/029051			11/1/2018	WO 2018/200458	Patent Cooperation Treaty	STRONG, HOMER VALENTINE;PERMEH, RYAN;OSWALD, SAMUEL JOHN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	9/1/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, IAX^ZQAFROQZ	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	11/7/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, IAX^ZQAFROQZ	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	9/1/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, IAX^ZQAFROQZ	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	WO2018/045165	11/7/2016	8/31/2017	PCT/US2017/049607			3/8/2018	WO2018/045165	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, IAX^ZQAFROQZ	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	CONTAINER FILE ANALYSIS USING MACHINE LEARNING MODEL	US-2018-0063169-A1	9/1/2016	11/7/2016	15/345,444			3/1/2018	US-2018-0063169-A1	United States of America	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, IAX^ZQAFROQZ	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ENDPOINT DETECTION AND RESPONSE UTILIZING MACHINE LEARNING	US-2018-0196942-A1	1/11/2017	1/4/2018	15/862,067			7/12/2018	US-2018-0196942-A1	United States of America	KASHYAP, RAHUL CHANDER;KOTOV, VADIM DMITRIYEVICH;OSWALD, SAMUEL JOHN;STRONG	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	AVOIDANCE OF MALICIOUS CONTENT IN NESTED FILES	US-2017-0357813-A1	6/8/2016	6/5/2017	15/613,878			12/14/2017	US-2017-0357813-A1	United States of America	PETERSEN, ERIC;SOEDER, DEREK A.	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	US-2018-0069867-A1	9/7/2016	9/5/2017	15/696,057			3/8/2018	US-2018-0069867-A1	United States of America	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MALWARE DETECTION	US-2017-0017793-A1	7/15/2015	7/14/2016	15/210,761				US-2017-0017793-A1	United States of America	DAVIS, ANDREW;WOLFF, MATTHEW;SOEDER, DEREK A.;CHISHOLM, GLENN;PERMEH, RYAN	Patent

Patents - Due Date Report

Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/7/2016	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/5/2017	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/7/2016	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	COMPUTER USER AUTHENTICATION USING MACHINE LEARNING	WO2018/048849	9/5/2017	9/6/2017	PCT/US2017/050205			3/15/2018	WO2018/048849	Patent Cooperation Treaty	GRAJEKK, GARRET FLORIAN;LO, JEFFREY	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	ICON BASED MALWARE DETECTION	US-20108-0144130-A1		11/21/2016	15/358,009			5/24/2018	US-20108-0144130-A1	United States of America	WOLFF, MATTHEW;SILVA, PEDRO;ZHAO, XUAN;BROCK, JOHN;LUAN, JIAN	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	9/9/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WO JOWIC	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	11/7/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WO JOWIC	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	9/9/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WO JOWIC	Patent
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	MACHINE LEARNING MODEL FOR ANALYSIS OF INSTRUCTION SEQUENCES	WO2018/048716	11/7/2016	8/31/2017	PCT/US2017/049631			3/15/2018	WO2018/048716	Patent Cooperation Treaty	ZHAO, XUAN;WOLFF, MATTHEW;BROCK, JOHN;WALLACE, BRIAN;WORTMAN, ANDREW;LUAN, JAY;AZARAFROOZ, MAHDI;DAVIS, ANDREW;WO JOWIC	Patent
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information														

Patents - Due Date Report

Redacted	Redacted	Case Status	Title	Official No.	Priority Details Date	Application Date	Application No.	Registration Date	Registration No.	Publication Date	Publication No.	Country	Inventors	Property Type
Redacted – Confidential Unpublished Information														
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending	MEMORY SPACE PROTECTION	US-2018-0074976-A1	9/9/2016	6/29/2017	15/638,114			3/15/2018	US-2018-0074976-A1	United States of America	NORRIS, MICHAEL RAY;SOEDER, DEREK A.	Patent

Trademarks - Due Date Report

Redacted	Redacted	Case Status	Title	Official No.	Application No.	Application Date	Registration No.	Registration Date	Country	Property Type
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCEIDENTITY	87/795,224	87/795,224	2/13/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCE SMART ANTIVIRUS	87/952,809	87/952,809	6/7/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	PERPETUAL PROTECTION	87/952,846	87/952,846	6/7/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	PERPETUAL PREVENTION	87/952,830	87/952,830	6/7/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	V SHIELD	87/954,334	87/954,334	6/8/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCE SMART ANTIVIRUS LOGO WITH SHIELD	87/954,326	87/954,326	6/8/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Abandoned	CYLANCEVISION	IR1343010		8/25/2016	IR1343010	8/25/2016	Australia	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Abandoned	CYLANCEVISION	IR1343010		8/25/2016	IR1343010	8/25/2016	China	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Abandoned	CYLANCEVISION	IR1343010		8/25/2016	IR1343010	8/25/2016	European Union	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEPROTECT SHIELD DESIGN	88/000,796	88/000,796	6/14/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	THREATZERO SHIELD DESIGN	88/000,779	88/000,779	6/14/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	THE AI OF AV	86/729,135	86/729,135	8/18/2015			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEHYBRID	88/017,088	88/017,088	6/27/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEON-PREM	88/017,100	88/017,100	6/27/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCE	2016/35811	2016/35811	12/5/2016			South Africa	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCE	2016/35812	2016/35812	12/5/2016			South Africa	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCE	912026510	912026510	12/8/2016			Brazil	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCE	912026596	912026596	12/8/2016			Brazil	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	THE AI OF AV	1766637	1766637	2/5/2016			Canada	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	V SHIELD	87/954,334	87/954,334	6/8/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEPROTECT SHIELD DESIGN	88/000,796	88/000,796	6/14/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	THREATZERO SHIELD DESIGN	88/000,779	88/000,779	6/14/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEHYBRID	88/017,088	88/017,088	6/27/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Published	CYLANCEON-PREM	88/017,100	88/017,100	6/27/2018			United States of America	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCEIDENTITY	017940988	017940988	8/10/2018			European Union	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCEIDENTITY	2018-102597	2018-102597	8/10/2018			Japan	Trademark
Redacted – Confidential Unpublished Information	Redacted – Confidential Unpublished Information	Pending App	CYLANCEIDENTITY	87/795,224	87/795,224	2/13/2018			United States of America	Trademark

APPENDIX 4.13(x)(i)(2) - Products

CYLANCE CONSULTING

Line Card

November 2018

Red Team Services

TACTICAL

Network Security

- Internal Penetration Test
- External Penetration Test
- Wireless Penetration Test
- Firewall Assessment
- Network Architecture Assessment (Firewall, VPN, Router, Switches)
- Host Penetration Assessment
- Active Directory Assessment

Application Security

- Web Application Penetration Assessment
- Web API Penetration Testing
- Mobile Application Security Assessment
- Thick Application Assessment
- Web Services Security Assessment
- Enterprise Mobility Management Assessment

Social Engineering

- Phishing Assessment
- Physical Penetration Testing
- Social Engineering (Phone) Assessment
- OSINT/Reconnaissance Assessment

Combined

- Goal-Oriented Red Team Assessment
- Threat Modeling and Architecture Assessment
- AWS Architecture Assessment

STRATEGIC

- Vulnerability Management and Disclosure Program Development
- Security Technology Assessment
- IT Security Gap Assessment
- Vendor Risk Management

Program Development

- GDPR Compliance Assessment
- Security Governance Program Development
- Virtual CISO (On-premises or Remote)
- IT Security Gap Analysis
- Custom Staff Augmentation

Incident Response and Forensics

TACTICAL

- Compromise Assessment (including Partner-Led)
- Incident Containment (Response)
- Incident Response Retainer
- Disk Forensics
- Memory Forensics
- Ransomware Negotiation / Bitcoin Payments
- Malware Analysis / Reverse Engineering
- Malware Assessment

STRATEGIC

- Incident Readiness Assessment
- Incident Response Program Review and Development
- Incident Response Policy Gap Analysis
- Incident Response Policy Development
- Incident Response Plan Gap Analysis
- Incident Response Plan Development
- Playbook Gap Analysis
- Playbook Development
- IR Table Top Exercise
- Forensic Capabilities Assessment
- Security Tools Assessment

ThreatZERO™

- ThreatZERO (Foundational)
- ThreatZERO + Compromise Assessment
- Managed Prevention
- ThreatZERO Resident Expert
- Managed Prevention and Response
- ThreatZERO Assurance
- ThreatZERO Training

Industrial Control Systems

TACTICAL
- ICS Security Fundamentals
- ICS Red Team Services
- ICS Compromise Assessment
- ICS Incident Response (Containment)
- ICS Component Testing
- ICS Component Analysis

STRATEGIC
- ICS Security Assessment
- Building Automation Assessment
- ICS Policy Gap Analysis
- ICS Security Technology Assessment
- ICS Security Monitoring
- ICS Site Security Review
- ICS Backup and Recovery
- ICS Incident Response Program Review and Development

IoT/Embedded Systems

TACTICAL
- Embedded System Security Assessment
- Embedded System Design Review
- Automotive System Assessment
- Hardware Forensics
- Medical Device Security Assessment
- Medical Device Fuzzing
- Clinical Application Assessment
- Med Secure Assessment Framework

STRATEGIC
- Embedded Device Program Development
- Clinical Security Program Management
- Vulnerability Management and Disclosure Program
- Clinical Security Program Governance
- Facilisafe
- Healthcare Advisory Services

Education

EDUCATIONAL SERVICES TRAINING
- ENGAGE Solution Training
- ENABLE Solution Training
- ESSENTIALS Solution Training
- EMPOWER Solution Training
- Cylance Security Professional (CSP) Accreditation

CUSTOMIZED TRAINING
- Incident Response Technical Training
- ThreatZERO Knowledge Transfer Training (for CylancePROTECT® and CylanceOPTICS™)
- CylancePROTECT and CylanceOPTICS for IR Training
- Red Team Training
- Executive-Level Secure Yourself Training
- A Guide to Threat Hunting Using ELK Stack and Machine Learning

EXHIBIT A

FORM OF WRITTEN CONSENT

EXHIBIT A

FORM OF WRITTEN CONSENT

ACTION BY WRITTEN CONSENT
OF THE
STOCKHOLDERS OF
CYLANCE INC.

[●]

In accordance with Section 228 of the Delaware General Corporation Law (the "DGCL"), the Seventh Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") of Cylance Inc., a Delaware corporation (the "Company"), and the Amended and Restated Bylaws of the Company (the "Bylaws"), the undersigned stockholders, constituting at least (i) 65% of the issued and outstanding shares of Company Preferred Stock (as defined below) voting as a single class on an as-converted basis and (ii) a majority of the issued and outstanding shares of common stock, par value $0.0001 per share, of the Company ("Company Common Stock"), voting as separate classes hereby adopt and approve the following resolutions by their written consent without a formal meeting and without prior notice and direct that this Action by Written Consent (this "Written Consent") be filed with the minutes of the proceedings of the stockholders of the Company (the "Stockholders") and that the resolutions set forth below shall have the same force and effect as if they were adopted at a meeting at which the undersigned were personally present, effective as of the date upon which the last required consent was obtained.

"Company Preferred Stock" shall mean, collectively, (i) the Series A Preferred Stock, par value $0.0001 per share, of the Company, (ii) Series B Preferred Stock, par value $0.0001 per share, of the Company, (iii) Series C Preferred Stock, par value $0.0001 per share, of the Company, and (iv) Series D Preferred Stock, par value $0.0001 per share, of the Company.

Approval of the Acquisition by BlackBerry Corporation, the Merger, the Merger Agreement and Related Matters

WHEREAS, the Board of Directors of the Company (the "Board") unanimously approved and declared advisable, fair to and in the best interests of the Company and the Stockholders, the entry by the Company into a proposed transaction, whereby BlackBerry Corporation, a Delaware corporation ("Parent"), would acquire the Company by means of a merger of Modena Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), with and into the Company, with the Company continuing as the surviving corporation of such merger and a wholly owned subsidiary of Parent (the "Merger"), and the Board unanimously recommended that Stockholders adopt the Merger Agreement (as defined below) and approve the Merger and the other transactions contemplated by the Merger Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement;

WHEREAS, the Merger is to be effected pursuant to the terms and conditions of an Agreement and Plan of Merger attached hereto as Exhibit A (collectively with all the schedules, exhibits and attachments thereto, and all other agreements and documents contemplated thereby, the "Merger Agreement") by and among Parent, the Company, Merger Sub, BlackBerry Limited, a corporation incorporated under the Laws of Ontario, Canada ("Parent Affiliate"), and Fortis Advisors

LLC, a Delaware limited liability company, in its capacity as representative of the Stockholders (the "Representative");

WHEREAS, subject to the terms and conditions of the Merger Agreement, (i) immediately prior to the consummation of the Merger, each share of Company Common Stock that is owned, beneficially or of record, by any Exchange Stockholder and is contemplated by an Exchange Agreement to continue to be outstanding as an Exchange Share will be exchanged for Parent Affiliate Shares in accordance with the terms and conditions of the Exchange Agreements, (ii) each share of Company Common Stock, including all shares of Company Preferred Stock automatically deemed to be converted into Company Common Stock in accordance with the Certificate of Incorporation immediately prior to the consummation of the Merger pursuant to Section 3.1 of the Merger Agreement and all shares of Company Common Stock issued upon settlement of Vested Company Restricted Stock Unit Awards pursuant to Section 3.2(c) of the Merger Agreement, issued and outstanding immediately prior to the effective time of the Merger (the "Effective Time") (excluding the Dissenting Shares, Exchange Shares and shares of capital stock of the Company held in the Company's treasury, by Parent, Merger Sub or any other Subsidiary of Parent) shall, by virtue of the Merger, be cancelled, extinguished and converted into the right to receive an amount in cash equal to the Per Share Consideration, without interest, as specified in Section 3.1 of the Merger Agreement, and a pro rata portion of any cash disbursements, if and when required to be made from the Interim Escrow Fund, the General Escrow Fund, the Representative Amount and the Positive Adjustment Amount, (iii) each Vested Company Stock Option outstanding immediately prior to the Effective Time shall be canceled, extinguished and converted into a right to receive an amount in cash, as specified in Section 3.2(a) of the Merger Agreement, and a pro rata portion of any cash disbursements, if and when required to be made from the Interim Escrow Fund, the General Escrow Fund, the Representative Amount and the Positive Adjustment Amount, (iv) each Unvested Company Stock Option issued and outstanding immediately prior to the Effective Time that remains outstanding at such time (other than any Unvested Company Stock Option held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be canceled and converted into the right to receive a Replacement Stock Option, as specified in Section 3.2(b) of the Merger Agreement, (v) each Unvested Company Restricted Stock Unit Award that remains outstanding as of the Effective Time (other than any Unvested Company Restricted Stock Unit Award held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be canceled and converted into the right to receive a Replacement Restricted Stock Unit Award, as specified in Section 3.2(d) of the Merger Agreement and (vi) each Company Warrant outstanding immediately prior to the Effective Time for which the Per Share Merger Consideration exceeds the exercise price payable in respect of each share of Company Common Stock subject to such Company Warrant shall be canceled, extinguished and cease to exist and each Person holding a Warrant at the Effective Time shall be entitled to receive an amount in cash, as specified in Section 3.2(e) of the Merger Agreement, and a pro rata portion of any cash disbursements, if and when required to be made from the Interim Escrow Fund, the General Escrow Fund, the Representative Amount and the Positive Adjustment Amount, and all other Company Warrants shall be cancelled for no consideration immediately prior to the Effective Time and holders of such other Company Warrants shall have no further rights with respect thereto;

WHEREAS, pursuant to Section 3.5 of the Merger Agreement, (i) the Interim Escrow Amount and the General Escrow Amount will be withheld from the amounts otherwise payable to the Stockholders pursuant to the terms of the Merger Agreement and placed in escrow by Parent as security for certain indemnification obligations of the Stockholders under the terms and conditions of the Merger Agreement and (ii) the Representative Amount will be withheld from the amounts otherwise payable to the Stockholders and deposited into an account designated by the Representative to satisfy any expenses of Representative under the terms and conditions of the Merger Agreement;

WHEREAS, in connection with evaluating the Merger and the terms and conditions of the Merger Agreement, the Board considered a number of factors, including: (i) the market for the Company's products and services and competition among current and potential providers of such products and services; (ii) the prospects of the Company as a stand-alone entity; (iii) the potential for other third parties to enter into strategic relationships with or to acquire the Company; (iv) the consideration proposed to be paid by Parent in the Merger and the form of such consideration; (v) information concerning the business, financial performance, operations, products, prospects and potential liabilities of Parent; (vi) the anticipated value of the combined organization; (vii) the strategic fit of the Company's business with that of Parent; (viii) the ability of the Company to carry on its business if the Merger were not consummated; (ix) the business, operations, financial condition, competitive position and prospects of the Company and current economic, industry and market conditions affecting the Company; (x) the competitive nature of the Company's industry; (xi) the Board's fiduciary duties to the Stockholders; (xii) the terms of the Merger Agreement and related agreements, including, among others, tax treatment, the indemnification and escrow obligations of the Stockholders and the conditions for the parties' obligations to consummate the Merger; (xiii) the potential impact of the Merger on the Company's employees and customers; (xiv) the likelihood of realizing a superior or comparable return for the Stockholders through alternative business strategies (including continuing as a privately held stand-alone entity or pursuing other merger prospects or an initial public offering and the associated risks of delay, non-consummation or unavailability thereof); and (xv) the risks involved with the Merger, including (A) the possibility that the merger consideration might be reduced due to other indemnification claims or a post-closing purchase price adjustment and (B) the risk that the other benefits sought to be achieved by the Merger might not be achieved;

WHEREAS, the Board has recommended that the Stockholders agree to the appointment of Fortis Advisors LLC to serve as Representative under the Merger Agreement;

WHEREAS, each undersigned Stockholder has had a full and fair opportunity to review the terms and conditions of the Merger, the Merger Agreement and this Action by Written Consent with the representatives of the Company, and such Stockholder's independent legal counsel and tax and financial advisors; and

WHEREAS, after careful consideration, each undersigned Stockholder has determined that the terms and conditions of the proposed Merger pursuant to the terms and conditions of the Merger Agreement are just, equitable and fair as to the Company and that it is in the best interests of the Company and the Stockholders to consummate Merger subject to the terms and conditions set forth in the Merger Agreement, including, without limitation, the indemnification provisions of the Merger Agreement and the provisions regarding the appointment of the Representative to act on behalf of the Stockholders pursuant to the authority granted therein.

NOW, THEREFORE, BE IT RESOLVED, that the Merger Agreement, including the Transaction Documents and the other transactions contemplated thereby, each subject to such changes and modifications as the proper officers of the Company may consider necessary or appropriate, are hereby adopted, approved and ratified in all respects; and

RESOLVED FURTHER, that each undersigned Stockholder hereby (i) authorizes and appoints Fortis Advisors LLC as the Representative and the true and lawful agent, proxy and attorney-in-fact, to execute and deliver the Merger Agreement on the undersigned's behalf and exercise all or any of the powers, authority and discretion conferred on the Representative under and subject to the limitations, terms and conditions of the Merger Agreement (including as set forth in Section 10.6 thereof), (ii) acknowledges and agrees, to the extent set forth in the Merger Agreement, to indemnify and hold harmless the Representative against any Representative Losses in accordance with Section 10.6 of the

Merger Agreement and (iii) agrees to the Representative Fund provided for in the Merger Agreement.

Financial Interests of Directors and Officers

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between the Company and one or more of its directors or officers, or between the Company and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest (any such party is referred to herein individually as an "Interested Party," or collectively as the "Interested Parties," and any such contract or transaction is referred to herein as an "Interested Party Transaction"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if:

(i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS,

Redacted - Confidential Financial Information

WHEREAS, each of the undersigned Stockholders has been made aware of the material facts related to the Merger, and each of the undersigned Stockholders has had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationships and/or interests of the Interested Parties in connection with the Merger and has had a full and fair opportunity to review the terms of the Merger with the representatives of the Company and independent legal counsel.

NOW, THEREFORE, BE IT RESOLVED, that, each of the undersigned Stockholders hereby determines that the Merger Agreement, as may be amended, supplemented or modified from time to time in accordance with its terms, and the Merger and the other transactions contemplated by the Merger

Agreement to be fair, just, reasonable, equitable, advisable and in the best interests of the Company and its stockholders; and

RESOLVED FURTHER, that in accordance with Section 144 of the DGCL, the terms and conditions of the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement are hereby approved by each of the undersigned Stockholders.

Approval of Termination of Certain Agreements with Stockholders

WHEREAS, in connection with the consummation of the Merger, it is in the best interests of the Company and the Stockholders to terminate the stockholder agreements previously entered into among the Company and certain of the Stockholders, as each is specified on Exhibit B hereto (collectively, the "Stockholder Agreements"), with such termination to be an effective waiver of the provisions contained therein and to be contingent upon the consummation of the Merger and effective as of immediately prior to the Effective Time.

NOW, THEREFORE, BE IT RESOLVED, that, the undersigned acknowledges and agrees that Stockholder Agreements to which he, she or it is a party shall be deemed automatically terminated and all provisions contained therein waived in all respects and of no further force or effect upon the Closing without any further action required by any of the parties thereto; and

RESOLVED FURTHER, that the undersigned Stockholders hereby waive, both individually and as to all other Stockholders, any rights to notice or other provisions contained in any of the Stockholder Agreements with respect to the Merger or any of the other transactions contemplated by the Merger Agreement.

Waiver of Information Rights

WHEREAS, pursuant to the Seventh Amended and Restated Investors' Rights Agreement (the "Investors' Rights Agreement"), dated May 10, 2018, among the Company, the Investors, Comerica Bank and City National Bank, the Company granted certain information rights to each Major Investor (as defined therein).

NOW, THEREFORE, BE IT RESOLVED, that each Stockholder who is a Major Investor hereby waives any and all information rights relating to the Merger as required by the Investors' Rights Agreement, if any.

Waiver of Rights of First Refusal and Co-Sale

WHEREAS, pursuant to the Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement (the "ROFR and Co-Sale Agreement"), dated May 10, 2018, among the Company, the Investors (as defined therein) and the Key Holders (as defined therein), each Stockholder party thereto granted a right of first refusal to the Investors under the ROFR and Co-Sale Agreement; and

WHEREAS, each Key Holder party to the ROFR and Co-Sale Agreement granted a right of co-sale to the Investors under the ROFR and Co-Sale Agreement.

NOW, THEREFORE, BE IT RESOLVED, that each undersigned Stockholder who is an Investor under the ROFR and Co-Sale Agreement hereby waives any and all notice requirements relating to the Merger as required by the ROFR and Co-Sale Agreement, if any, and any and all rights of such Stockholder pertaining to the right of first refusal and right of co-sale granted under the ROFR and Co-

Sale Agreement with regard to the Merger, if any.

Waiver of Appraisal and Dissenters Rights

RESOLVED, that each undersigned Stockholder, with respect to himself, herself or itself, hereby irrevocably waives any appraisal or dissenters' rights under Section 262 of the DGCL and Section 1300 of the California Corporations Code, a copy of each of which is attached hereto as Exhibit C, in connection with the Merger, or similar rights or remedies under other applicable law; and

RESOLVED, FURTHER, that each undersigned Stockholder hereby acknowledges that the consideration payable to such Stockholder pursuant to the Merger Agreement is fair and reasonable.

Waiver of Notice Requirements

RESOLVED, that each undersigned Stockholder hereby waives any and all notice requirements applicable to the Merger, the Merger Agreement and any of the transactions contemplated therein, including under the Certificate of Incorporation and the Bylaws.

Amendment

RESOLVED that if any of the terms and provisions of the Merger Agreement shall be amended, modified or waived (any such amendment, modification or waiver, an "Amendment") after the date of this Written Consent, to the extent permitted by the DGCL, the undersigned Stockholder hereby approves, adopts, ratifies, and confirms any such Amendment as the Board, or any officer of the Company so authorized by the Board, shall approve and, to the extent required under the DGCL, deem expedient and in the best interests of the Company, which Amendment may contain such terms and conditions as the Board, or any officer of the Company so authorized by the Board, shall approve.

General Resolutions

RESOLVED, that the officers of the Company be, and each hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of the Company's authorization hereunder and approval thereof;

RESOLVED FURTHER, that any and all actions taken by the directors or officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed in all respects; and

RESOLVED FURTHER, that the actions taken by this consent shall have the same force and effect as if taken at a meeting of stockholders of the Company, duly called and constituted pursuant to the DGCL.

IN WITNESS WHEREOF, this Action by Written Consent of the Stockholders has been executed by the undersigned Stockholder. This Action by Written Consent of the Stockholders shall be effective immediately following the execution of the Merger Agreement by both constituent corporations to the Merger contemplated by the Merger Agreement in accordance with Section 251(b) of the DGCL; provided, however, that if such event has occurred before the execution of this Action by Written Consent of the Stockholders by the undersigned Stockholder, then this Action by Written Consent of the Stockholders shall be effective immediately. This Action by Written Consent of the Stockholders shall be irrevocable.

IF SHARES ARE HELD BY AN ENTITY:

_____
(Name of Entity)

By: _____ Actual Date of Signature: _____
Print Name:
Title:

IF SHARES ARE HELD BY AN INDIVIDUAL:

_____ Actual Date of Signature: _____
(Signature of Owner or Signatures)
Print Name:

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

EXHIBIT B

STOCKHOLDER AGREEMENTS

REDACTED - Confidential Investor Information

EXHIBIT C

DISSENTER AND APPRAISAL RIGHTS STATUTES

EXHIBITS B-1, B-2 & B-3

FORM OF JOINDER AGREEMENT

EXHIBIT B-1

FORM OF STOCKHOLDER JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Agreement"), dated as of [•], is made and entered into by and among Cylance Inc., a Delaware corporation (the "Company"), and the stockholder, optionholder or restricted stock unit award holder of the Company party hereto (the "Holder") to and for the benefit of BlackBerry Corporation, a Delaware corporation ("Parent"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below). References in this Agreement to the Company shall mean, following the Effective Time, the Surviving Corporation.

RECITALS

WHEREAS, BlackBerry Limited, a corporation organized under the Laws of Ontario, Canada, Parent, Modena Merger Corp., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), the Company and Fortis Advisors LLC, solely in its capacity as the representative of the Indemnitors ("Representative"), have entered into that certain Agreement and Plan of Merger, dated as of November 16, 2018 (the "Merger Agreement"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving the merger as a wholly owned Subsidiary of Parent (the "Merger");

WHEREAS, the Holder is a stockholder of the Company;

WHEREAS, as of the date hereof the Holder owns beneficially and of record shares of Company Capital Stock (all such shares of Company Capital Stock, together with any other shares of Company Capital Stock acquired by the Holder after the date hereof, being collectively referred to herein as the "Shares") and/or Company Stock Options and/or Company Restricted Stock Unit Awards (all such Company Stock Options and Company Restricted Stock Unit Awards, together with any other Company Stock Options and Company Restricted Stock Unit Awards acquired by the Holder after the date hereof, being collectively referred to herein as the "Awards"), as the case may be, for which the Holder will receive valuable consideration as part of the Merger, and therefore has a material economic interest in the consummation of the Merger; and

WHEREAS, as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement and as a condition to the consummation of the Merger and the other transactions contemplated by the Merger Agreement (the "Transactions"), the Holder is executing and delivering this Agreement.

NOW THEREFORE, in consideration of the premises, covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONSENT; RELEASE; WAIVER

1.1 Consent. With respect to all Shares as to which the Holder has, directly or indirectly, the right to vote or direct the voting thereof, the Holder hereby consents to the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger.

1.2 Release.

(a) The Holder hereby unconditionally and irrevocably and forever releases and discharges the Company, Parent, Merger Sub, Surviving Corporation and their respective successors and assigns, and their respective present and former directors, officers, stockholders, employees, Affiliates, agents and other representatives (collectively, the "Released Parties"), of and from, and hereby unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, suits, judgments, damages, actions and causes of action, obligations, accounts and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, direct or indirect, at law or in equity, that the Holder ever had, now has or ever may have or claim ("Claims") to have against or with respect to the Released Parties, relating to the Holder's ownership or equity interest in the Company, Parent, Merger Sub or the amount or form of the consideration to be received by the undersigned Holder pursuant to the Merger Agreement (without limiting any rights or remedies therein or any of the other documents referenced in the Merger Agreement or the consummation of any of the transactions contemplated hereby and thereby) for or by reason of any matter, circumstance, event, action, inaction, omission, cause or things whatsoever arising at any time at or prior to the Effective Time (collectively, "Released Claims"); provided, however, that this release does not extend to (i) any rights under, or any Claim to enforce the terms of, or any breach of, this Agreement, the Merger Agreement or any document or agreement delivered hereunder or thereunder or any of the provisions set forth herein or therein, (ii) rights to any indemnification, reimbursement, exculpation, contribution, payment or advancement of expenses or hold harmless and liability exculpation covenants, agreements and obligations under provisions to which the Holder is entitled pursuant to the organizational documents of the Company (including the Surviving Corporation) or any Subsidiary of the Company, indemnification agreement with the Company or any Subsidiary of the Company, applicable Law or insurance policies (including any rights as an insured or named insured under any director and officers insurance policy), (iii) any rights under, or any Claim to enforce the terms of, or any relationship, agreement, or transaction between such Holder and one or more Released Parties or under any warrants or debt arrangements, (iv) any rights (and any Claim related thereto) of the Holder necessary to enable Representative or such Holder to defend any Indemnification Claim asserted pursuant to the Merger Agreement or any rights or Claims that the Holder might have in connection with any such Indemnification Claims, or (v) any rights that cannot be released under applicable Law (the claims described in the proceeding clauses (i) through (v), collectively, "Retained Claims").

(b) The Holder hereby unequivocally, unconditionally and irrevocably agrees not to, directly or indirectly, initiate proceedings with respect to, institute, assert or threaten to assert any Released Claim, other than Retained Claims, against or with respect to any of the

Released Parties, and this Agreement shall constitute a complete defense to any Released Claim, other than Retained Claims.

(c) The Holder acknowledges that he, she or it has had the opportunity to be advised by legal counsel with regard to this Section 1.2 and hereby irrevocably and expressly waives any rights and benefits that may be applicable to him or her under Section 1542 of the California Civil Code, which section provides substantially as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(d) The Holder hereby waives and relinquishes any rights and benefits that the Holder may have under Section 1542 of the California Civil Code or any similar statute or common law principle of any jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter hereof. The Holder acknowledges that he, she or it may hereafter discover facts in addition to, or different from, those that the Holder now knows or believes to be true with respect to the subject matter of this release, but it is the Holder's intention to fully and finally and forever settle and release any and all Released Claims (other than Retained Claims) that do now exist, may exist or heretofore have existed with respect to the subject matter of this release. In furtherance of this intention, the releases contained herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts

(e) Regardless of the date on which this Agreement is executed and delivered, this Section 1.2 is conditioned upon the consummation of the Merger as contemplated in the Merger Agreement, and shall become null and void, and shall have no effect whatsoever, without any action on the part of any Person, upon termination of the Merger Agreement in accordance with its terms.

1.3 Waiver of Dissenters' Rights. The Holder, on his own behalf and on behalf of his Affiliates, hereby irrevocably waives any and all appraisal or dissenters' rights, including under Section 262 of the DGCL and Section 1300 of the CGCL, copies of which are attached hereto as Exhibit A, in connection with the Merger, or similar rights or remedies under other applicable Law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE HOLDER

The Holder hereby represents and warrants to Parent and the Company as follows:

2.1 Organization and Good Standing. If the Holder is not a natural person, the Holder is duly organized, validly existing and in good standing under the Laws of the state of its

formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

2.2 Authorization of Agreement. The Holder has the requisite power, capacity and authority to execute and deliver this Agreement and each other agreement, document or certificate to which the Holder may become a party to pursuant to this Agreement or the Merger Agreement (each, a "Holder Ancillary Agreement"), to perform his, her or its obligations under this Agreement and each Holder Ancillary Agreement and to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement and each Holder Ancillary Agreement, and the consummation of Contemplated Transactions, have been duly and validly authorized by all necessary action (including, if the Holder is not a natural person, any requisite organizational action) of the Holder. This Agreement and each Holder Ancillary Agreement has been duly and validly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the other parties hereto, this Agreement and each Holder Ancillary Agreement constitutes the legal, valid and binding obligations of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.3 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by the Holder of this Agreement or any Holder Ancillary Agreement nor the consummation of the transactions contemplated hereby, nor compliance by the Holder with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) by the Holder under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Holder to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Shares and/or Awards of the Holder under, any provision of (i) if the Holder is not a natural person, the organizational documents of the Holder, (ii) any Contract or Permit to which the Holder is a party and by which the Shares and/or Awards of the Holder are bound, (iii) any Order applicable to the Holder or any of the Shares and/or Awards of the Holder or (iv) any applicable Law, except, in the case of clauses (iii) through (iv), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration of obligations, losses of material benefits, increased, additional or accelerated rights or entitlements or creation of Liens would not, individually or in the aggregate, have a material adverse effect on the ability of the Holder to timely perform his, her or its obligations under this Agreement, the Merger Agreement, any Holder Ancillary Agreement or the other Transaction Documents.

(b) No consent, waiver, approval, Order, material Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Holder in connection with the execution, delivery and performance by Holder of this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound, the compliance by the Holder with any of the provisions hereof, or the performance of the Holder's

obligations under this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound.

2.4 Litigation. There is no pending or, to the actual knowledge of the Holder, threatened, Legal Proceeding against the Holder that challenges the validity or propriety, or seeks to prevent, materially impair or materially delay consummation of the transactions contemplated by the Merger Agreement, this Agreement or any Holder Ancillary Agreement.

2.5 Ownership of Securities. The Holder is the sole beneficial and record owner of, and has good and marketable title to, all Shares and/or Awards free and clear of any Liens. Such Shares and/or Awards constitute all of the Holder's interest in the Company Capital Stock.

2.6 Understanding of Covenants.

(a) The recitals to this Agreement are incorporated herein by this reference. The Holder acknowledges and agrees with such recitals, and further agrees that the value of the consideration paid by Parent pursuant to the Merger Agreement is substantial and that preservation of the confidential and proprietary information, goodwill, stable workforce, and customer relations of the Company and any of its Affiliates is a material part of the consideration which Parent is receiving in the Merger Agreement.

(b) The Holder further acknowledges and agrees that: (i) the Holder is familiar with and has carefully considered the covenants set forth below in this Agreement; (ii) the Holder is fully aware of the Holder's obligations hereunder; (iii) the Holder is a stockholder of the Company, is in possession of the Confidential Information; (iv) the Holder understands that one of the material inducements for Parent to enter into the Merger Agreement, consummate the Transactions and provide the Holder the consideration for the Holder's equity interests in the Company specified in the Merger Agreement is the Holder's agreement to enter into an agreement containing the covenants set forth in this Agreement; (v) the goodwill associated with the Company prior to the consummation of the Transactions is an integral, substantial and material component of the value of the Company to Parent and is reflected in the value of the cash being paid for the issued and outstanding capital stock of the Company; (vi) the Holder's agreement to the terms set forth in this Agreement is necessary to preserve the value of the Company for Parent following the consummation of the Transactions; and (vii) that such covenants are separately bargained-for consideration and are material inducements to Parent to enter into the Merger Agreement.

(c) The Holder agrees that the covenants set forth below in this Agreement do not confer a benefit upon the Company disproportionate to the detriment of the Holder.

2.7 No Reliance. The Holder acknowledges that the Holder has conducted such investigation, if any, with respect to the Merger, the adequacy of the Net Merger Consideration and the terms of this Agreement and the Merger Agreement as the Holder believes appropriate or desirable. The decision of the Holder to consent to the Merger and to enter into this Agreement has been made by the Holder independently of any other stockholder of the Company and independently of any information, materials, statements or opinions as to the terms and conditions of this Agreement or the Merger Agreement that have been made or given by the

Company, any other stockholder of the Company or any director, officer or employee of the Company, Parent, Merger Sub or any of their respective Affiliates.

2.8 Independent Counsel. The Holder acknowledges that it has been represented by independent counsel of its choice, or has had the opportunity to be represented by independent counsel of its choice, and that to the extent, if any, that it desired, has availed itself of this right and opportunity throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the consent and upon the advice of such independent counsel. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

2.9 No Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Holder in connection with the transactions contemplated by this Agreement or any other Transaction Document and no Person is entitled to any fee or commission or like payment in respect thereof.

2.10 Tax Matters. The Holder has had an opportunity to review with his, her or its own tax advisors the Tax consequences of the Merger and the other transactions contemplated by the Merger Agreement, this Agreement and the other Transaction Documents. The Holder understands that he, she or it must rely solely on his, her or its advisors and not on any statements, representations or warranties made by Parent, Merger Sub, the Company or any of their respective directors, officers, employees, agents or representatives in any of the Transaction Documents. The Holder understands that (a) he, she or it, and not Parent, Merger Sub, the Company or Representative or any of their Affiliates, shall be responsible for any Tax liability for the Holder that may arise as a result of the Merger or the other transactions contemplated by the Transaction Documents, and (b) Parent, Merger Sub, the Company or Representative or their agents (including the Escrow Agent and the Paying Agent) may withhold all applicable Taxes in accordance with the provisions of the Merger Agreement.

ARTICLE III

COVENANTS OF THE HOLDER

3.1 Acknowledgement; Nondisclosure.

(a) The Holder acknowledges and agrees that as a result and as a part of the Holder's ownership of the Shares and/or Awards, the Holder was afforded access to Confidential Information which could have an adverse effect on Parent, the Company and their businesses if it is disclosed or used for any purpose other than that for which it was intended in furtherance of the transactions contemplated by the Merger Agreement (the "Purpose"), and that as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement, it is reasonable and necessary for the Holder to promise and agree, subject to the terms and conditions herein, not to disclose or use, other than for the Purpose, such Confidential Information other than as expressly permitted under this Section 3.1 or Section 3.2. The Holder further acknowledges and agrees that the benefits provided to the Holder under this Agreement and the Merger Agreement constitute good and sufficient consideration for the agreements and covenants in this Article III.

The provisions of this Section 3.1 shall terminate on the date that is five (5) years following the Closing Date.

(b) The Holder shall hold, and shall cause its directors, officers, employees, consultants, contractors, agents and other representatives (solely to the extent that such Persons received Confidential Information from the Holder, collectively, the "Holder Representatives") to hold in strict confidence all Confidential Information furnished to the Holder and shall use, and shall cause all Holder Representatives to use, such Confidential Information solely for purposes of the Holder's evaluation of the Merger (including any Tax consequences thereof or disputes thereunder). Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, following the Effective Time, (a) all Confidential Information of the Company as of the Effective Time shall constitute Confidential Information of Parent and the Surviving Corporation and, with respect to such Confidential Information of the Company, the obligations of the Holder shall apply until such Confidential Information of the Company is released by Parent and (b) the Holder may disclose Confidential Information (i) in connection with any Legal Proceedings or dispute resolution mechanism provided for herein or therein to enforce its rights under this Agreement or any other Transaction Document or with respect to any Retained Claims, (ii) as required by applicable Law as determined in the reasonable judgment of the Holder and its outside counsel (in which case, the Holder shall not disclose such Confidential Information without prior consultation with the other parties to the extent permitted under applicable Law), (iii) to its accountants, attorneys, auditors, financial advisors and other Holder's Representatives who are bound to customary confidentiality obligations with respect to the Confidential Information and (iv) to any current or former, direct or indirect, stockholders, partners or members of Holder who have or have retained an economic interest in Holder, current or prospective partner of the partnership, or any current or prospective limited partner, general partner, member, management company, stockholder or parent of Holder (or any employee or representative of any of the foregoing), to the extent necessary or advisable to comply with any reporting, fund formation, management or other obligations of Holder to such Persons or any prospective purchaser of any Holder, so long as they are bound by customary confidentiality restrictions with respect to the Confidential Information. Notwithstanding the foregoing, Holder and the Holder Representatives may disclose Confidential Information if such disclosure is made to a Governmental Authority with jurisdiction over Holder or any of Holder's representatives in connection with an examination, proceeding or request that is not specifically directed at Parent, the Surviving Corporation, the Confidential Information or the transactions contemplated by the Merger Agreement.

(c) The Holder acknowledges that all of the Confidential Information is, and after the Effective Time will, continue to be the exclusive proprietary property of the Company, whether or not prepared in whole or in part by the Holder and whether or not disclosed to or entrusted to the custody of the Holder. For the avoidance of doubt, the taking of any action prohibited by this Section 3.1 by any Holder Representative shall be deemed to be a breach of this Section 3.1 by the Holder.

(d) "Confidential Information" means (in whatever medium and however recorded, preserved or disclosed) Confidential Information, as defined in the Merger Agreement; provided, however, that this does not include any information (i) that (i) is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives

in breach of such Person's confidentiality obligations; (ii) becomes available to the recipient other than such information which the recipient knows to have been disclosed to the recipient in breach of any other undertaking of confidentiality addressed to the disclosing party; (iii) was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party; (iv) is developed by the recipient independently of the information disclosed by the disclosing party; or (v) the disclosing and recipient parties agree in writing is not confidential or may be disclosed.

(e) "Subsidiary" when used with respect to any party, shall mean any corporation, limited liability company, partnership, association, trust or other entity the accounts of which would be consolidated with those of such party in such party's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power (or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests) are, as of such date, owned by such party or one (1) or more Subsidiaries of such party or by such party and one (1) or more Subsidiaries of such party.

3.2 Public Announcements. The Holder shall not, and shall cause his, her or its agents and other representatives not to, issue or cause publication of any press release or other public announcement or make any other public statement or disclosure with respect to any Confidential Information (including in Social Media Accounts) or regarding the Transactions, without the prior written consent of Parent, which consent may be provided or withheld by Parent in its sole and absolute discretion. Parent or any of its Affiliates, in its sole and absolute discretion, may issue or cause publication of any press release or other public announcement or make any other public statement or disclosure (including in Social Media Accounts) regarding the Transactions. Notwithstanding the foregoing, the restrictions contained in this Section 3.2 shall not extend to any information previously disclosed in previous press releases, public announcements or public statements made by Parent, including the press release announcing the execution of the Merger Agreement. For the avoidance of doubt, the taking of any action prohibited by this Section 3.2 by any Holder Representative shall be deemed to be a breach of this Section 3.2 by the Holder.

3.3 Waiver of Notice Requirement. The Holder hereby waives any and all notice requirements applicable to the Merger, the Merger Agreement and any of the transactions contemplated therein, including under the Seventh Amended and Restated Certificate of Incorporation of the Company and the Amended and Restated Bylaws of the Company.

3.4 Transfers. The Holder agrees not to (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) or encumber (collectively, "Transfer"), or enter into any contract, option or other arrangement with respect to the Transfer of any Shares and/or Awards to any Person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to any of Shares and/or Awards, and agrees not to commit or agree to take any of the foregoing actions, and the Holder agrees, while this Agreement is in effect, to promptly notify Parent of the number of any additional Shares and/or Awards or other equity securities of the Company acquired by the Holder, if any, after the date hereof (which such

securities shall be subject to the terms of this Agreement as though owned by the Holder on the date hereof). Notwithstanding the foregoing, the Holder may exercise, prior to the Closing, any Awards held by the Holder.

ARTICLE IV

AGREEMENT TO BE BOUND BY CERTAIN PROVISIONS

OF THE MERGER AGREEMENT

4.1 Agreement to be Bound. The Holder acknowledges, approves of and agrees to be bound by and comply with the following terms and conditions of the Merger Agreement (but subject to all limitations and defenses set forth herein and therein), in each case as though the Holder were a party to the Merger Agreement: Section 3.4 (*Net Merger Consideration*), Section 3.5 (*General Escrow Fund; Representative Fund*), Section 3.6 (*Payments*), Section 3.7 (*Exchange Procedures*), Section 3.8 (*Lost, Stolen or Destroyed Certificates*), Section 3.9 (*Termination of the Payment Fund*), Section 3.10 (*No Further Ownership Rights in Company Capital Stock*), Section 3.11 (*Closing Adjustment*), Section 3.12 (*Withholding*), Section 3.14 (*Taking of Necessary Action; Further Action*); Section 3.15 (*Appraisal Rights*), Section 6.4 (*Exclusive Dealing*), Article X (*Survival; Indemnification*) and Section 11.3 (*Dispute Resolution and Venue*). This Section 4.1, including the Holder's agreement to be bound by the indemnification obligations set forth in Article X of the Merger Agreement is, among other things, for the benefit of the Indemnitees and shall be enforceable by them directly against the Holder.

4.2 Representative. The Holder acknowledges and accepts the appointment of Representative as the Holder's attorney-in-fact, to act in the name, place and stead of the Holder in connection with the transactions contemplated by the Merger Agreement, in accordance with the terms and provisions of the Merger Agreement, and the other provisions relating thereto as set forth in Section 10.6 (*Representative*) of the Merger Agreement. This Section 4.2 is for the benefit of Representative, the Company and Parent and shall be enforceable by any of them directly against the Holder.

ARTICLE V

MISCELLANEOUS

5.1 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Chancery Court of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required.

5.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State of Delaware, without giving effect to any choice of law or

conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

5.3 Dispute Resolution and Venue. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, claim based on contract, tort, statute or constitution or the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled in accordance with Section 11.3 of the Merger Agreement.

5.4 Entire Agreement; Amendments and Waivers. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, term sheets, letters of interest, correspondence (including e-mail) and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof, and can only be amended, supplemented or changed, and any provision hereof or thereof can only be waived, by written instrument making specific reference to this Agreement, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. For the avoidance of doubt, the confidentiality and non-disclosure covenants set forth in Section 3.1 hereof shall be in addition to and shall not supersede or otherwise modify any similar covenants set forth or incorporated by reference in any agreement between the Holder, on the one hand, and the Company, Parent or their respective Affiliates, on the other hand. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. If the Merger Agreement is terminated, then this Agreement shall immediately terminate without ever having become effective and this Agreement shall be null and void in all respects.

5.5 Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent may have, whether at law, in equity, by contract or otherwise. Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of the Holder hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the Law of unfair competition, misappropriation of trade secrets and the like. This Agreement does not limit the Holder's obligations or rights or Parent's obligations or rights (or any present or future Affiliate of Parent) under the terms of any agreement between Holder and Parent.

5.6 No Third Party Beneficiaries. Other than the parties hereto, Parent and the Surviving Corporation (each of which shall be express third-party beneficiaries of this Agreement and entitled to enforce all rights set forth in this Agreement), this Agreement is not intended to, and shall not, confer upon any Person other than the parties hereto any rights or remedies hereunder, except for Section 4.1, which is for the benefit of the Indemnitees, and Section 4.2, which is for the benefit of Representative.

5.7 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (b) on the third (3rd) Business Day after dispatch by registered certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

(i) If to Parent or the Company, then as provided for in Section 11.6 of the Merger Agreement or to such other address as the party to whom notice is to be given may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with Section 11.6 of the Merger Agreement; and

(ii) If to the Holder, then to the address set forth on the Holder's signature page hereto or to such other address as the Holder may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with this Section 5.7.

5.8 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5.9 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other party hereto, except that Parent may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to one (1) or more of its Affiliates so long as any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this Agreement and promptly provides the Holder with written notice of such assignment, but no such assignment shall relieve Parent of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 5.9 shall be null and void.

5.10 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of an original manually executed counterpart of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by

electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CYLANCE INC.

By: _____
Name:
Title:

EXHIBIT A

DISSENTER AND APPRAISAL RIGHTS STATUTES

HOLDER

By: _____
Name:

Address:
_____
_____
_____

EXHIBIT B-2

FORM OF EMPLOYEE JOINDER AGREEMENT (KEY EMPLOYEES 1)

This JOINDER AGREEMENT (this "Agreement"), dated as of [•], is made and entered into by and among Cylance Inc., a Delaware corporation (the "Company"), and the stockholder, optionholder or restricted stock unit award holder of the Company party hereto (the "Holder") to and for the benefit of BlackBerry Corporation, a Delaware corporation ("Parent"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below). References in this Agreement to the Company shall mean, following the Effective Time, the Surviving Corporation.

RECITALS

WHEREAS, BlackBerry Limited, a corporation incorporated under the Laws of Ontario, Canada, Parent, Modena Merger Corp., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), the Company and Fortis Advisors LLC, solely in its capacity as the representative of the Indemnitors ("Representative"), have entered into that certain Agreement and Plan of Merger, dated as of November 16, 2018 (as such agreement may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving the merger as a wholly owned Subsidiary of Parent (the "Merger");

WHEREAS, the Holder is a stockholder, an employee, a director and/or an executive officer of the Company, as the case may be;

WHEREAS, as of the date hereof the Holder owns beneficially and of record shares of Company Capital Stock (all such shares of Company Capital Stock, together with any other shares of Company Capital Stock acquired by the Holder after the date hereof, being collectively referred to herein as the "Shares") and/or Company Stock Options and/or Company Restricted Stock Unit Awards (all such Company Stock Options and Company Restricted Stock Unit Awards, together with any other Company Stock Options and Company Restricted Stock Unit Awards acquired by the Holder after the date hereof, being collectively referred to herein as the "Awards"), as the case may be, for which the Holder will receive valuable consideration as part of the Merger, and therefore has a material economic interest in the consummation of the Merger; and

WHEREAS, the parties intend this Agreement to be in compliance with Section 16601 of the California Business and Professions Code, to the extent that Section 16600 of the California Business and Professions Code is otherwise applicable, and further intend for it to be fully enforceable under any applicable Laws; and

WHEREAS, as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement and as a condition to the consummation of the Merger and the other transactions contemplated by the Merger Agreement (the "Transactions"), the Holder is executing and delivering this Agreement.

NOW THEREFORE, in consideration of the premises, covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONSENT; RELEASE; WAIVER

1.1 Consent. With respect to all Shares as to which the Holder has, directly or indirectly, the right to vote or direct the voting thereof, the Holder hereby consents to the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger.

1.2 Release.

(a) The Holder hereby unconditionally and irrevocably and forever releases and discharges the Company, Parent, Merger Sub, Surviving Corporation and their respective successors and assigns, and their respective present and former directors, officers, stockholders, employees, Affiliates, agents and other representatives (collectively, the "Released Parties"), of and from, and hereby unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, suits, judgments, damages, actions and causes of action, obligations, accounts and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, direct or indirect, at law or in equity, that the Holder ever had, now has or ever may have or claim ("Claims") to have against or with respect to the Released Parties, relating to the Company, Parent, Merger Sub or the amount or form of the consideration to be received by the undersigned Holder pursuant to the Merger Agreement (without limiting any rights or remedies therein or any of the other documents referenced in the Merger Agreement or the consummation of any of the transactions contemplated hereby and thereby) for or by reason of any matter, circumstance, event, action, inaction, omission, cause or things whatsoever arising at any time at or prior to the Effective Time (collectively, "Released Claims"); provided, however, that this release does not extend to (i) any rights under, or any Claim to enforce the terms of, or any breach of, this Agreement, the Merger Agreement or any document or agreement delivered hereunder or thereunder or any of the provisions set forth herein or therein, (ii) any rights to, or Claim by the Holder with respect to, salary, wages, bonuses, commissions, expense reimbursements or benefits under any Company Plan (including any employment letter or employment agreement) or other severance, retention, change-in-control or other similar arrangement or benefit, (iii) any rights relating to, or any Claim with respect to, any rights available to Holder in his or her capacity as an officer, director, employee or agent of the Company under the indemnification, reimbursement, exculpation, contribution, payment or advancement of expenses or hold harmless and liability exculpation provisions contained in the Company Charter Documents or in any indemnification agreement between the Company and Holder or any Company insurance policy where the Holder is a beneficiary thereof, or (iv) any rights (and any Claim related thereto) of the Holder necessary to enable Representative or such Holder to defend any Indemnification Claim asserted pursuant to the Merger Agreement or any rights or Claims that the Holder might have in connection with any such Indemnification Claims (the claims described in the proceeding clauses (i) through (iv), collectively, "Retained Claims").

(b) The Holder hereby unequivocally, unconditionally and irrevocably agrees not to, directly or indirectly, initiate proceedings with respect to, institute, assert or threaten to assert any Released Claim, other than Retained Claims, against or with respect to any of the Released Parties, and this Agreement shall constitute a complete defense to any Released Claim, other than Retained Claims.

(c) The Holder acknowledges that he or she has had the opportunity to be advised by legal counsel with regard to this Section 1.2 and hereby irrevocably and expressly waives any rights and benefits that may be applicable to him or her under Section 1542 of the California Civil Code, which section provides substantially as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(d) The Holder hereby waives and relinquishes any rights and benefits that the Holder may have under Section 1542 of the California Civil Code or any similar statute or common law principle of any jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter hereof. The Holder acknowledges that he, she or it may hereafter discover facts in addition to, or different from, those that the Holder now knows or believes to be true with respect to the subject matter of this release, but it is the Holder's intention to fully and finally and forever settle and release any and all Released Claims (other than Retained Claims) that do now exist, may exist or heretofore have existed with respect to the subject matter of this release. In furtherance of this intention, the releases contained herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

(e) Regardless of the date on which this Agreement is executed and delivered, this Section 1.2 is conditioned upon the consummation of the Merger as contemplated in the Merger Agreement, and shall become null and void, and shall have no effect whatsoever, without any action on the part of any Person, upon termination of the Merger Agreement in accordance with its terms.

1.3 Waiver of Dissenters' Rights. The Holder, on his or her own behalf and on behalf of his or her Affiliates, hereby irrevocably waives any and all appraisal or dissenters' rights, including under Section 262 of the DGCL and Section 1300 of the CGCL, copies of which are attached hereto as Exhibit A, in connection with the Merger, or similar rights or remedies under other applicable law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE HOLDER

The Holder hereby represents and warrants to Parent and the Company as follows:

2.1 Authorization of Agreement. The Holder has the requisite power, capacity and authority to execute and deliver this Agreement and each other agreement, document or certificate to which the Holder may become a party to pursuant to this Agreement or the Merger Agreement (each, a "Holder Ancillary Agreement"), to perform his or her obligations under this Agreement and each Holder Ancillary Agreement and to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement and each Holder Ancillary Agreement, and the consummation of Contemplated Transactions, have been duly and validly authorized by all necessary action of the Holder. This Agreement and each Holder Ancillary Agreement has been duly and validly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the other parties hereto, this Agreement and each Holder Ancillary Agreement constitutes the legal, valid and binding obligations of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.2 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by the Holder of this Agreement or any Holder Ancillary Agreement nor the consummation of the transactions contemplated hereby, nor compliance by the Holder with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) by the Holder under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Holder to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Shares and/or Awards of the Holder under, any provision of (i) any Contract or Permit to which the Holder is a party and by which the Shares and/or Awards of the Holder are bound, (ii) any Order applicable to the Holder or any of the Shares and/or Awards of the Holder or (iii) any applicable Law, except, in the case of clauses (ii) and (iii), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration of obligations, losses of material benefits, increased, additional or accelerated rights or entitlements or creation of Liens would not, individually or in the aggregate, have a material adverse effect on the ability of the Holder to timely perform his or her obligations under this Agreement, the Merger Agreement, any Holder Ancillary Agreement or the other Transaction Documents.

(b) No consent, waiver, approval, Order, material Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Holder in connection with the execution, delivery and performance by Holder of this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound, the compliance by the Holder with any of the provisions hereof, or the performance of the Holder's obligations under this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound.

2.3 Litigation. There is no pending or, to the actual knowledge of the Holder, threatened, Legal Proceeding against the Holder that challenges the validity or propriety, or seeks to prevent, materially impair or materially delay consummation of the transactions contemplated by the Merger Agreement, this Agreement or any Holder Ancillary Agreement.

2.4 Ownership of Securities. The Holder is the sole beneficial and record owner of, and has good and marketable title to, all Shares and/or Awards free and clear of any Liens. Such Shares and/or Awards constitute all of the Holder's interest in the Company Capital Stock.

2.5 Understanding of Covenants.

(a) The recitals to this Agreement are incorporated herein by this reference. The Holder acknowledges and agrees with such recitals, and further agrees that the value of the consideration paid by Parent pursuant to the Merger Agreement is substantial and that preservation of the confidential and proprietary information, goodwill, stable workforce, and customer relations of the Company and any of its Affiliates is a material part of the consideration which Parent is receiving in the Merger Agreement.

(b) The Holder further acknowledges and agrees that: (i) the Holder is familiar with and has carefully considered the covenants set forth below in this Agreement; (ii) the Holder is fully aware of the Holder's obligations hereunder; (iii) the Holder is a stockholder, an employee, a director and/or an executive officer of the Company, is in possession of the Confidential Information, and, if continuing to provide services to Parent or its Affiliates following the Closing Date, will continue to have access to Confidential Information (as well as other trade secrets and confidential information of Parent); (iv) the Holder understands that one of the material inducements for Parent to enter into the Merger Agreement, consummate the Transactions and provide the Holder the consideration for the Holder's equity interests in the Company specified in the Merger Agreement is the Holder's agreement to enter into an agreement containing the covenants set forth in this Agreement; (v) the goodwill associated with the Company prior to the consummation of the Transactions is an integral, substantial and material component of the value of the Company to Parent and is reflected in the value of the cash being paid for the issued and outstanding capital stock of the Company; (vi) the Holder's agreement to the terms set forth in this Agreement is necessary to preserve the value of the Company for Parent following the consummation of the Transactions; (vii) the character, duration, geographic area and subject matter scope of the covenants set forth in this Agreement are reasonable and that such covenants shall continue through the Restriction Period regardless of whether the Holder receives any compensation from the Parent for employment or services during the Restriction Period; (viii) the Company currently conducts, or is planning to conduct, business throughout the United States and worldwide; (ix) the covenants set forth below in this Agreement are necessary to protect the Confidential Information and the Company's goodwill, stable workforce, and customer relations; and (x) that such covenants are separately bargained-for consideration and are material inducements to Parent to enter into the Merger Agreement.

(c) The Holder agrees that the covenants set forth below in this Agreement do not confer a benefit upon the Company disproportionate to the detriment of the Holder.

(d) The Holder has read and understands Section 16600 *et seq*. of the

California Business and Professions Code, regarding the enforceability of covenants not to compete. The Holder acknowledges and agrees that the covenants contained in this Agreement would be enforceable thereunder, and further agrees not to challenge the enforceability of the covenants contained in this Agreement thereunder.

2.6 No Reliance. The Holder acknowledges that the Holder has conducted such investigation, if any, with respect to the Merger, the adequacy of the Net Merger Consideration and the terms of this Agreement and the Merger Agreement as the Holder believes appropriate or desirable. The decision of the Holder to consent to the Merger and to enter into this Agreement has been made by the Holder independently of any other stockholder of the Company and independently of any information, materials, statements or opinions as to the terms and conditions of this Agreement or the Merger Agreement that have been made or given by the Company, any other stockholder of the Company or any director, officer or employee of the Company, Parent, Merger Sub or any of their respective Affiliates.

2.7 Independent Counsel. The Holder acknowledges that it has been represented by independent counsel of his or her choice, or has had the opportunity to be represented by independent counsel of his or her choice, and that to the extent, if any, that he or she desired, has availed itself of this right and opportunity throughout all negotiations that have preceded the execution of this Agreement, and that he or she has executed the same with the consent and upon the advice of such independent counsel. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

2.8 No Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Holder in connection with the transactions contemplated by this Agreement or any other Transaction Document and no Person is entitled to any fee or commission or like payment in respect thereof.

2.9 Tax Matters. The Holder has had an opportunity to review with his or her own tax advisors the Tax consequences of the Merger and the other transactions contemplated by the Merger Agreement, this Agreement and the other Transaction Documents. The Holder understands that he or she must rely solely on his or her advisors and not on any statements, representations or warranties made by Parent, Merger Sub, the Company or any of their respective directors, officers, employees, agents or representatives in any of the Transaction Documents. The Holder understands that (a) he or she, and not Parent, Merger Sub, the Company or Representative or any of their Affiliates, shall be responsible for any Tax liability for the Holder that may arise as a result of the Merger or the other transactions contemplated by the Transaction Documents, and (b) Parent, Merger Sub, the Company or Representative or their agents (including the Escrow Agent and the Paying Agent) may withhold all applicable Taxes in accordance with the provisions of the Merger Agreement.

ARTICLE III

COVENANTS OF THE HOLDER

3.1 Noncompetition; Nonsolicitation.

(a) The Holder acknowledges that due to the Holder's position with and relationship to the Company, the Holder has had access to the Confidential Information and has been responsible for developing and maintaining (in whole or in part) the goodwill of the Company. The Holder acknowledges that prior to the Closing Date, the Company or its Affiliates were engaged in the Restricted Business throughout the United States and throughout various parts of the world. To protect the Company's trade secrets, Confidential Information and relationships and goodwill with customers, during the Restriction Period, the Holder shall not in any manner within the Restricted Territory, directly or indirectly, including through entities that the Holder directly or indirectly controls, own or have any financial or other interest in, lend credit to, lend the Holder's name to, manage, operate, join, accept employment or other service relationship with, provide any assistance to or participate in the ownership, management, operation or control of, any entity or business, division, group, or other subset of any business that is engaged (or to the Holder's actual knowledge, planning to engage) in the Restricted Business, whether for the Holder's own account or for that of another Person, and whether as stockholder, principal, partner, member, joint venturer, agent, investor, creditor, proprietor, director, officer, employee or consultant or in any other capacity, except as stockholder of, or an employee or consultant to, Parent or its Affiliates. Notwithstanding the foregoing, this Section 3.1 shall not restrict the Holder from (A) passively owning (directly or indirectly) less than five percent (5.0%) of any securities of any Person treating for such purposes any securities owned by an Affiliate of the Holder as owned by the Holder or (B) being an employee or consultant of any Person that engages directly or indirectly in any Restricted Business in any part of the Restricted Territory as long as (1) the Subsidiary, division or other segment of such Person that Holder is an employee or consultant of is not the portion of the business of such Person that constitutes the Restricted Business and Holder does not exchange Confidential Information about the Restricted Business with any other Subsidiary, division or segment of the entity that engages in the Restricted Business and (2) the revenues generated from the Restricted Business are less than 20% of the aggregate revenue of such entity.

(b) During the Restriction Period, the Holder shall not, without the prior written consent of Parent, directly or indirectly (including through any Affiliate of the Holder or any other Person) knowingly encourage, induce, attempt to induce, solicit or attempt to solicit any Restricted Employee to terminate his or her employment, consulting or independent contractor relationship with Parent or any of Parent's Affiliates (provided that the publication of advertisements in newspapers and/or electronic media of general circulation (including advertisements posted on the Internet), which are not directed or targeted at any Restricted Employee, shall not in any event be deemed a violation of this Section 3.1(b)).

(c) During the Restriction Period, the Holder shall not, directly or indirectly (including through any Affiliate of the Holder or any other Person) knowingly: (i) solicit any existing (as of the Closing Date) customer, vendor, supplier, licensor, lessor, joint venturer, associate, consultant, agent or partner of the Company or any of its Affiliates, for the purpose of influencing such Person to (A) provide business to or services to the Holder (or through the Holder to any other Person) if such business or services relate to the Restricted Business or (B) cease to do business in whole or in part with the Company or any of its Affiliates; or (ii) interfere with, disrupt, or attempt to disrupt the business relationships (contractual or otherwise) existing (as of the Closing Date) between the Company or any of its Affiliates and any third party (including the Company's customers, vendors, suppliers, licensors, lessors, joint venturers,

associates, consultants, agents and partners).

(d) "Restricted Business" means the current and active business of the Company as of the Closing Date, including the use of artificial intelligence and/or machine learning-based platforms to approach cybersecurity.

(e) "Restricted Employee" means any employee, consultant, agent or independent contractor of the Company or of any of its Subsidiaries as of the Closing Date.

(f) "Restricted Territory" means each and every country, province, state, city, or other similar political subdivision of the world in which the Company or any of its Subsidiaries has carried on the Restricted Business prior to the Closing Date; provided, that Parent or Parent's Affiliates continues to be engaged in the Restricted Business in that same country, province, state, city, or other similar political subdivision.

(g) "Restriction Period" means the period beginning on the Closing Date and ending on the two (2) year anniversary of the Closing Date. The Restriction Period shall be extended by the same time that Holder is in breach of this Section 3.1.

3.2 Acknowledgement; Nondisclosure.

(a) The Holder acknowledges and agrees that as a result and as a part of the Holder's relationship with the Company (including as a result of the Holder's ownership of the Shares and/or Awards), the Holder was afforded access to Confidential Information which could have an adverse effect on Parent, the Company and their businesses if it is disclosed or used for any purpose other than that for which it was intended in furtherance of the transactions contemplated by the Merger Agreement (the "Purpose"), and that as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement, it is reasonable and necessary for the Holder to promise and agree, subject to the terms and conditions herein, not to disclose or use, other than for the Purpose, such Confidential Information other than as expressly permitted under this Section 3.2 or Section 3.3. The Holder further acknowledges and agrees that the benefits provided to the Holder under this Agreement and the Merger Agreement constitute good and sufficient consideration for the agreements and covenants in this Article III.

(b) The Holder shall hold, and shall cause its Affiliates, directors, officers, employees, consultants, contractors, agents and other representatives (collectively, the "Holder Representatives") to hold in strict confidence all Confidential Information furnished to the Holder and shall use, and shall cause all Holder Representatives to use, such Confidential Information solely for purposes of the Holder's evaluation of the Merger. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, following the Effective Time, (a) all Confidential Information of the Company as of the Effective Time shall constitute Confidential Information of Parent and the Surviving Corporation and, with respect to such Confidential Information of the Company, the obligations of the Holder shall apply until such Confidential Information of the Company is released by Parent and (b) the Holder may disclose Confidential Information (i) in connection with any Legal Proceedings or dispute resolution mechanism provided for herein or therein to enforce its rights under this Agreement or any other Transaction Document, (ii) as required by applicable Law as determined in the

reasonable judgment of the Holder and his or her counsel (in which case, the Holder shall not disclose such Confidential Information without prior consultation with the other parties to the extent permitted under applicable Law) and (iii) to his or her accountants, attorneys, auditors, financial advisors and other Holder's Representatives who are bound to confidentiality obligations at least as restrictive as those in this Agreement with respect to the Confidential Information.

(c) The Holder acknowledges that all of the Confidential Information is, and after the Effective Time will, continue to be the exclusive proprietary property of the Company, whether or not prepared in whole or in part by the Holder and whether or not disclosed to or entrusted to the custody of the Holder. For the avoidance of doubt, the taking of any action prohibited by this Section 3.2 by any Holder Representative shall be deemed to be a breach of this Section 3.2 by the Holder.

(d) "Confidential Information" means any confidential information (in whatever medium and however recorded, preserved or disclosed) including but not limited to: (i) Confidential Information, as defined in the Merger Agreement; (ii) information that is either specifically identified as confidential prior to or at the time of its disclosure or would reasonably be considered confidential in the industries in which the disclosing party operates, including information that is embedded in, or related to a party's product, technology or service or to the development, testing, or commercial exploitation thereof; (iii) information of a third party that is in the possession of one of the parties and is identified as confidential information and disclosed to the other party; and (iv) the existence and terms of this Agreement and the Merger Agreement. This does not include any information that (i) is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of such Person's confidentiality obligations or which the recipient knows (or ought reasonably to have known having made reasonable enquiry) to have been in breach of any other undertaking of confidentiality addressed to the disclosing party; (ii) was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party and continues to be held in accordance with the terms on which it was obtained; (iii) is developed by the recipient independently of the information disclosed by the disclosing party; or (iv) the disclosing and receiving parties agree in writing is not confidential or may be disclosed.

(e) "Subsidiary" when used with respect to any party, shall mean any corporation, limited liability company, partnership, association, trust or other entity the accounts of which would be consolidated with those of such party in such party's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power (or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests) are, as of such date, owned by such party or one (1) or more Subsidiaries of such party or by such party and one (1) or more Subsidiaries of such party.

3.3 Future Employment. The Holder agrees that, during the Restriction Period, the Holder will, within thirty (30) days after accepting any employment with any individual or entity other than Parent or its Affiliates, notify Parent of the identity of any employer of the Holder.

Parent may serve notice upon each such employer that the Holder is bound by this Agreement and furnish each such employer with a copy of this Agreement or relevant portions thereof. Further, during the Restriction Period, the Holder will communicate the contents of Sections 3.1 and 3.2 to any Person that the Holder intends to be employed by, associated with, or represent.

3.4 Public Announcements. The Holder shall not, and shall cause his or her agents and other representatives not to, issue or cause publication of any press release or other public announcement or make any other public statement or disclosure with respect to any Confidential Information (including in Social Media Accounts) or regarding the Transactions, without the prior written consent of Parent, which consent may be provided or withheld by Parent in its sole and absolute discretion. Parent or any of its Affiliates, in its sole and absolute discretion, may issue or cause publication of any press release or other public announcement or make any other public statement or disclosure (including in Social Media Accounts) regarding the Transactions. Notwithstanding the foregoing, the restrictions contained in this Section 3.4 shall not extend to any information previously disclosed in previous press releases, public announcements or public statements made by Parent, including the press release announcing the execution of the Merger Agreement. For the avoidance of doubt, the taking of any action prohibited by this Section 3.4 by any Holder Representative shall be deemed to be a breach of this Section 3.4 by the Holder.

3.5 Further Assurances. The Holder shall, as reasonably requested by Parent or the Company and at Parent's or the Company's, as applicable, expense, promptly execute and deliver such additional documents and instruments and take all such further action as may be reasonably necessary to consummate and make effective the transactions contemplated by this Agreement and the Merger Agreement.

3.6 Waiver of Notice Requirement. The Holder hereby waives any and all notice requirements applicable to the Merger, the Merger Agreement and any of the transactions contemplated therein, including under the Seventh Amended and Restated Certificate of Incorporation of the Company and the Amended and Restated Bylaws of the Company.

3.7 Transfers. The Holder agrees not to (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) or encumber (collectively, "Transfer"), or enter into any contract, option or other arrangement with respect to the Transfer of any Shares and/or Awards to any Person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to any of Shares and/or Awards, and agrees not to commit or agree to take any of the foregoing actions, and the Holder agrees, while this Agreement is in effect, to promptly notify Parent of the number of any additional Shares and/or Awards or other equity securities of the Company acquired by the Holder, if any, after the date hereof (which such securities shall be subject to the terms of this Agreement as though owned by the Holder on the date hereof). Notwithstanding the foregoing, the Holder may exercise, prior to the Closing, any Awards held by the Holder.

ARTICLE IV

AGREEMENT TO BE BOUND BY CERTAIN PROVISIONS

OF THE MERGER AGREEMENT

4.1 Agreement to be Bound. The Holder acknowledges, approves of and agrees to be bound by and comply with the following terms and conditions of the Merger Agreement (but subject to all limitations and defenses set forth herein and therein), in each case as though the Holder were a party to the Merger Agreement: Section 3.4 (*Net Merger Consideration*), Section 3.5 (*General Escrow Fund; Representative Fund*), Section 3.6 (*Payments*), Section 3.7 (*Exchange Procedures*), Section 3.8 (*Lost, Stolen or Destroyed Certificates*), Section 3.9 (*Termination of the Payment Fund*), Section 3.10 (*No Further Ownership Rights in Company Capital Stock*), Section 3.11 (*Closing Adjustment*), Section 3.12 (*Withholding*), Section 3.14 (*Taking of Necessary Action; Further Action*); Section 3.15 (*Appraisal Rights*), Section 6.4 (*Exclusive Dealing*), Article X (*Survival; Indemnification*) and Section 11.3 (*Dispute Resolution and Venue*). This Section 4.1, including the Holder's agreement to be bound by the indemnification obligations set forth in Article X of the Merger Agreement is, among other things, for the benefit of the Indemnitees and shall be enforceable by them directly against the Holder.

4.2 Representative. The Holder acknowledges and accepts the appointment of Representative as the Holder's attorney-in-fact, to act in the name, place and stead of the Holder in connection with the transactions contemplated by the Merger Agreement, in accordance with the terms and provisions of the Merger Agreement, and the other provisions relating thereto as set forth in Section 10.5 (*Representative*) of the Merger Agreement. This Section 4.2 is for the benefit of Representative, the Company and Parent and shall be enforceable by any of them directly against the Holder.

4.3 Options. The Holder acknowledges and agrees that Parent will not assume or substitute equivalent Parent options for any Vested Company Stock Options in connection with the Merger and that, under the terms of the Merger Agreement, all Vested Company Stock Options will be cancelled as of the Effective Time and will be converted into the right to receive the cash consideration payable in respect thereof, subject to the terms and conditions set forth in the Merger Agreement. If, however, the parties do not enter into the Merger Agreement or the Merger is not otherwise consummated, the Vested Company Stock Options will not be automatically cancelled for cash consideration. The Holder further acknowledges and agrees that pursuant to the Merger, all Unvested Company Stock Options (other than any Unvested Company Stock Options held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be converted into the right to receive Replacement Stock Options, subject to the terms and conditions set forth in the Merger Agreement. The Holder further acknowledges and agrees that the consummation of the Merger and the other transactions contemplated by, or related to, the Merger Agreement or the Merger (including, without limitation, the Holder's position, title, duties, authorities, responsibilities and reporting structure with Parent or its Subsidiaries immediately after the Merger, as well as the Holder's base salary, bonus opportunity and other compensation provided by Parent or its Subsidiaries immediately after the Merger) will not, alone or in combination with any other event, give rise to "good reason" or any term of similar import under any agreement between the Holder, on the one hand, and the Company, Parent or any of their respective Subsidiaries or

Affiliates, on the other hand, including under any agreements governing the Company's or Parent's equity awards.

4.4 Restricted Stock Unit Awards. The Holder acknowledges and agrees that Parent will not assume or substitute equivalent Parent restricted stock unit awards for any Vested Company Restricted Stock Units in connection with the Merger and that, under the terms of the Merger Agreement, all Vested Company Restricted Stock Units will be settled in Company Common Stock immediately prior to the Merger and Holder shall cease to have any rights with respect thereto, except the rights of a holder of Company Common Stock with respect to such settled Company Common Stock, including the right to receive the payments contemplated by the Merger Agreement, subject to the terms and conditions set forth in the Merger Agreement. If, however, the parties do not enter into the Merger Agreement or the Merger is not otherwise consummated, the Vested Company Restricted Stock Units will not be automatically settled and the Vested Restricted Stock Units will remain outstanding. The Holder further acknowledges and agrees that pursuant to the Merger, all Unvested Company Restricted Stock Unit Awards (other than Unvested Company Restricted Stock Unit Awards held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be converted into the right to receive Replacement Restricted Stock Unit Awards, respectively, subject to the terms and conditions set forth in the Merger Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Chancery Court of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required.

5.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

5.3 Dispute Resolution and Venue. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, claim based on contract, tort, statute or constitution or the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled in accordance with Section 11.3 of the Merger Agreement.

5.4 Entire Agreement; Amendments and Waivers. Except for the Merger Agreement, the Company Disclosure Schedule and the other Transaction Documents (including the schedules and exhibits thereto) and the Ancillary Agreements to which the Holder is a party, this

Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, term sheets, letters of interest, correspondence (including e-mail) and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof, and can only be amended, supplemented or changed, and any provision hereof or thereof can only be waived, by written instrument making specific reference to this Agreement, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. For the avoidance of doubt, the confidentiality and non-disclosure covenants set forth in Section 3.1 hereof shall be in addition to and shall not supersede or otherwise modify any similar covenants set forth or incorporated by reference in any agreement between the Holder, on the one hand, and the Company, Parent or their respective Affiliates, on the other hand. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. If the Merger Agreement is terminated, then this Agreement shall immediately terminate without ever having become effective and this Agreement shall be null and void in all respects.

5.5 Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent may have, whether at law, in equity, by contract or otherwise. Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of the Holder hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the Law of unfair competition, misappropriation of trade secrets and the like. This Agreement does not limit the Holder's obligations or rights or Parent's obligations or rights (or any present or future Affiliate of Parent) under the terms of any employment, proprietary information, confidentiality, invention assignment or other agreement between Holder and Parent, including Holder's offer letter, if any.

5.6 No Third Party Beneficiaries. Other than the parties hereto, Parent and the Surviving Corporation (each of which shall be express third-party beneficiaries of this Agreement and entitled to enforce all rights set forth in this Agreement), this Agreement is not intended to, and shall not, confer upon any Person other than the parties hereto any rights or remedies hereunder, except for Section 4.1, which is for the benefit of the Indemnitees, and Section 4.2, which is for the benefit of Representative.

5.7 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (b) on the third (3rd) Business Day after dispatch by registered certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

(i) If to Parent or the Company, then as provided for in Section 11.6 of the Merger Agreement or to such other address as the party to whom notice is to be given may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with Section 11.6 of the Merger Agreement; and

(ii) If to the Holder, then to the address set forth on the Holder's signature page hereto or to such other address as the Holder may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with this Section 5.7.

5.8 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5.9 Separate Covenants. This Agreement shall be deemed to consist of a series of separate covenants, one for each line of business included within the Restricted Business and each county, state, country or other region included within the Restricted Territory. The parties expressly agree that the character, duration, geographic area and subject matter scope of this Agreement are reasonable in light of the circumstances as they exist on the date upon which this Agreement has been executed, including but not limited to Parent's need to protect the value of the Company's assets, relationships, goodwill and business it is acquiring. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character, duration, geographical area or subject matter scope of this Agreement exceeds that permitted by applicable Law in a particular jurisdiction, then the parties agree that such provision(s) will be reformed to the maximum character, duration, geographical area and subject matter scope, as the case may be, permitted by applicable Law in such jurisdiction, without affecting the enforceability of any provisions of this Agreement in other jurisdictions. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants deemed included herein because, taken together, they are more extensive (after giving effect to any reformation contemplated by the preceding sentence) than necessary or appropriate to assure Parent of the intended benefit of this Agreement, it is expressly understood and agreed among the parties hereto that those of such covenants that, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof in that jurisdiction.

5.10 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other party hereto, except that Parent may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to one (1) or more of its Affiliates so long as any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this

Agreement and promptly provides the Holder with written notice of such assignment, but no such assignment shall relieve Parent of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 5.9 shall be null and void.

5.11 Obligations. The Holder's obligations under this Agreement shall remain in effect without regard to Holder's employment or severance of employment with the Company, the Company's Affiliates, Parent or Parent's Affiliates.

5.12 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of an original manually executed counterpart of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CYLANCE INC.

By: _____
Name:
Title:

EXHIBIT A

DISSENTER AND APPRAISAL RIGHTS STATUTES

HOLDER

By: _____
Name:

Address:
_____
_____
_____

EXHIBIT B-3

FORM OF EMPLOYEE JOINDER AGREEMENT (KEY EMPLOYEES 2)

This JOINDER AGREEMENT (this "Agreement"), dated as of [•], is made and entered into by and among Cylance Inc., a Delaware corporation (the "Company"), and the stockholder, optionholder or restricted stock unit award holder of the Company party hereto (the "Holder") to and for the benefit of BlackBerry Corporation, a Delaware corporation ("Parent"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below). References in this Agreement to the Company shall mean, following the Effective Time, the Surviving Corporation.

RECITALS

WHEREAS, BlackBerry Limited, a corporation incorporated under the Laws of Ontario, Canada, Parent, Modena Merger Corp., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), the Company and Fortis Advisors LLC, solely in its capacity as the representative of the Indemnitors ("Representative"), have entered into that certain Agreement and Plan of Merger, dated as of November 16, 2018 (as such agreement may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving the merger as a wholly owned Subsidiary of Parent (the "Merger");

WHEREAS, the Holder is a stockholder, an employee, a director and/or an executive officer of the Company, as the case may be;

WHEREAS, as of the date hereof the Holder owns beneficially and of record shares of Company Capital Stock (all such shares of Company Capital Stock, together with any other shares of Company Capital Stock acquired by the Holder after the date hereof, being collectively referred to herein as the "Shares") and/or Company Stock Options and/or Company Restricted Stock Unit Awards (all such Company Stock Options and Company Restricted Stock Unit Awards, together with any other Company Stock Options and Company Restricted Stock Unit Awards acquired by the Holder after the date hereof, being collectively referred to herein as the "Awards"), as the case may be, for which the Holder will receive valuable consideration as part of the Merger, and therefore has a material economic interest in the consummation of the Merger; and

WHEREAS, as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement and as a condition to the consummation of the Merger and the other transactions contemplated by the Merger Agreement (the "Transactions"), the Holder is executing and delivering this Agreement.

NOW THEREFORE, in consideration of the premises, covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONSENT; RELEASE; WAIVER

1.1 Consent. With respect to all Shares as to which the Holder has, directly or indirectly, the right to vote or direct the voting thereof, the Holder hereby consents to the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger.

1.2 Release.

(a) The Holder hereby unconditionally and irrevocably and forever releases and discharges the Company, Parent, Merger Sub, Surviving Corporation and their respective successors and assigns, and their respective present and former directors, officers, stockholders, employees, Affiliates, agents and other representatives (collectively, the "Released Parties"), of and from, and hereby unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, suits, judgments, damages, actions and causes of action, obligations, accounts and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, direct or indirect, at law or in equity, that the Holder ever had, now has or ever may have or claim ("Claims") to have against or with respect to the Released Parties, relating to the Company, Parent, Merger Sub or the amount or form of the consideration to be received by the undersigned Holder pursuant to the Merger Agreement (without limiting any rights or remedies therein or any of the other documents referenced in the Merger Agreement or the consummation of any of the transactions contemplated hereby and thereby) for or by reason of any matter, circumstance, event, action, inaction, omission, cause or things whatsoever arising at any time at or prior to the Effective Time (collectively, "Released Claims"); provided, however, that this release does not extend to (i) any rights under, or any Claim to enforce the terms of, or any breach of, this Agreement, the Merger Agreement or any document or agreement delivered hereunder or thereunder or any of the provisions set forth herein or therein, (ii) any rights to, or Claim by the Holder with respect to, salary, wages, bonuses, commissions, expense reimbursements or benefits under any Company Plan (including any employment letter or employment agreement) or other severance, retention, change-in-control or other similar arrangement or benefit, (iii) any rights relating to, or any Claim with respect to, any rights available to Holder in his or her capacity as an officer, director, employee or agent of the Company under the indemnification, reimbursement, exculpation, contribution, payment or advancement of expenses or hold harmless and liability exculpation provisions contained in the Company Charter Documents or in any indemnification agreement between the Company and Holder or any Company insurance policy where the Holder is a beneficiary thereof, or (iv) any rights (and any Claim related thereto) of the Holder necessary to enable Representative or such Holder to defend any Indemnification Claim asserted pursuant to the Merger Agreement or any rights or Claims that the Holder might have in connection with any such Indemnification Claims (the claims described in the proceeding clauses (i) through (iv), collectively, "Retained Claims").

(b) The Holder hereby unequivocally, unconditionally and irrevocably agrees not to, directly or indirectly, initiate proceedings with respect to, institute, assert or threaten to assert any Released Claim, other than Retained Claims, against or with respect to any of the

Released Parties, and this Agreement shall constitute a complete defense to any Released Claim, other than Retained Claims.

(c) The Holder acknowledges that he or she has had the opportunity to be advised by legal counsel with regard to this Section 1.2 and hereby irrevocably and expressly waives any rights and benefits that may be applicable to him or her under Section 1542 of the California Civil Code, which section provides substantially as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(d) The Holder hereby waives and relinquishes any rights and benefits that the Holder may have under Section 1542 of the California Civil Code or any similar statute or common law principle of any jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter hereof. The Holder acknowledges that he, she or it may hereafter discover facts in addition to, or different from, those that the Holder now knows or believes to be true with respect to the subject matter of this release, but it is the Holder's intention to fully and finally and forever settle and release any and all Released Claims (other than Retained Claims) that do now exist, may exist or heretofore have existed with respect to the subject matter of this release. In furtherance of this intention, the releases contained herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

(e) Regardless of the date on which this Agreement is executed and delivered, this Section 1.2 is conditioned upon the consummation of the Merger as contemplated in the Merger Agreement, and shall become null and void, and shall have no effect whatsoever, without any action on the part of any Person, upon termination of the Merger Agreement in accordance with its terms.

1.3 Waiver of Dissenters' Rights. The Holder, on his or her own behalf and on behalf of his or her Affiliates, hereby irrevocably waives any and all appraisal or dissenters' rights, including under Section 262 of the DGCL and Section 1300 of the CGCL, copies of which are attached hereto as Exhibit A, in connection with the Merger, or similar rights or remedies under other applicable law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE HOLDER

The Holder hereby represents and warrants to Parent and the Company as follows:

2.1 Authorization of Agreement. The Holder has the requisite power, capacity and authority to execute and deliver this Agreement and each other agreement, document or

certificate to which the Holder may become a party to pursuant to this Agreement or the Merger Agreement (each, a "Holder Ancillary Agreement"), to perform his or her obligations under this Agreement and each Holder Ancillary Agreement and to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement and each Holder Ancillary Agreement, and the consummation of Contemplated Transactions, have been duly and validly authorized by all necessary action of the Holder. This Agreement and each Holder Ancillary Agreement has been duly and validly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the other parties hereto, this Agreement and each Holder Ancillary Agreement constitutes the legal, valid and binding obligations of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.2 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by the Holder of this Agreement or any Holder Ancillary Agreement nor the consummation of the transactions contemplated hereby, nor compliance by the Holder with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) by the Holder under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Holder to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Shares and/or Awards of the Holder under, any provision of (i) any Contract or Permit to which the Holder is a party and by which the Shares and/or Awards of the Holder are bound, (ii) any Order applicable to the Holder or any of the Shares and/or Awards of the Holder or (iii) any applicable Law, except, in the case of clauses (ii) and (iii), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration of obligations, losses of material benefits, increased, additional or accelerated rights or entitlements or creation of Liens would not, individually or in the aggregate, have a material adverse effect on the ability of the Holder to timely perform his or her obligations under this Agreement, the Merger Agreement, any Holder Ancillary Agreement or the other Transaction Documents.

(b) No consent, waiver, approval, Order, material Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Holder in connection with the execution, delivery and performance by Holder of this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound, the compliance by the Holder with any of the provisions hereof, or the performance of the Holder's obligations under this Agreement or any Ancillary Agreement to which Holder is a party or is otherwise bound.

2.3 Litigation. There is no pending or, to the actual knowledge of the Holder, threatened, Legal Proceeding against the Holder that challenges the validity or propriety, or seeks to prevent, materially impair or materially delay consummation of the transactions contemplated by the Merger Agreement, this Agreement or any Holder Ancillary Agreement.

2.4 Ownership of Securities. The Holder is the sole beneficial and record owner of, and has good and marketable title to, all Shares and/or Awards free and clear of any Liens. Such Shares and/or Awards constitute all of the Holder's interest in the Company Capital Stock.

2.5 Understanding of Covenants.

(a) The recitals to this Agreement are incorporated herein by this reference. The Holder acknowledges and agrees with such recitals, and further agrees that the value of the consideration paid by Parent pursuant to the Merger Agreement is substantial and that preservation of the confidential and proprietary information, goodwill, stable workforce, and customer relations of the Company and any of its Affiliates is a material part of the consideration which Parent is receiving in the Merger Agreement.

(b) The Holder further acknowledges and agrees that: (i) the Holder is familiar with and has carefully considered the covenants set forth below in this Agreement; (ii) the Holder is fully aware of the Holder's obligations hereunder; (iii) the Holder is a stockholder, an employee, a director and/or an executive officer of the Company, is in possession of the Confidential Information, and, if continuing to provide services to Parent or its Affiliates following the Closing Date, will continue to have access to Confidential Information (as well as other trade secrets and confidential information of Parent); (iv) the Holder understands that one of the material inducements for Parent to enter into the Merger Agreement, consummate the Transactions and provide the Holder the consideration for the Holder's equity interests in the Company specified in the Merger Agreement is the Holder's agreement to enter into an agreement containing the covenants set forth in this Agreement; (v) the goodwill associated with the Company prior to the consummation of the Transactions is an integral, substantial and material component of the value of the Company to Parent and is reflected in the value of the cash being paid for the issued and outstanding capital stock of the Company; (vi) the Holder's agreement to the terms set forth in this Agreement is necessary to preserve the value of the Company for Parent following the consummation of the Transactions; and (vii) that such covenants are separately bargained-for consideration and are material inducements to Parent to enter into the Merger Agreement.

(c) The Holder agrees that the covenants set forth below in this Agreement do not confer a benefit upon the Company disproportionate to the detriment of the Holder.

2.6 No Reliance. The Holder acknowledges that the Holder has conducted such investigation, if any, with respect to the Merger, the adequacy of the Net Merger Consideration and the terms of this Agreement and the Merger Agreement as the Holder believes appropriate or desirable. The decision of the Holder to consent to the Merger and to enter into this Agreement has been made by the Holder independently of any other stockholder of the Company and independently of any information, materials, statements or opinions as to the terms and conditions of this Agreement or the Merger Agreement that have been made or given by the Company, any other stockholder of the Company or any director, officer or employee of the Company, Parent, Merger Sub or any of their respective Affiliates.

2.7 Independent Counsel. The Holder acknowledges that it has been represented by independent counsel of his or her choice, or has had the opportunity to be represented by

independent counsel of his or her choice, and that to the extent, if any, that he or she desired, has availed itself of this right and opportunity throughout all negotiations that have preceded the execution of this Agreement, and that he or she has executed the same with the consent and upon the advice of such independent counsel. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

2.8 No Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Holder in connection with the transactions contemplated by this Agreement or any other Transaction Document and no Person is entitled to any fee or commission or like payment in respect thereof.

2.9 Tax Matters. The Holder has had an opportunity to review with his or her own tax advisors the Tax consequences of the Merger and the other transactions contemplated by the Merger Agreement, this Agreement and the other Transaction Documents. The Holder understands that he or she must rely solely on his or her advisors and not on any statements, representations or warranties made by Parent, Merger Sub, the Company or any of their respective directors, officers, employees, agents or representatives in any of the Transaction Documents. The Holder understands that (a) he or she, and not Parent, Merger Sub, the Company or Representative or any of their Affiliates, shall be responsible for any Tax liability for the Holder that may arise as a result of the Merger or the other transactions contemplated by the Transaction Documents, and (b) Parent, Merger Sub, the Company or Representative or their agents (including the Escrow Agent and the Paying Agent) may withhold all applicable Taxes in accordance with the provisions of the Merger Agreement.

ARTICLE III

COVENANTS OF THE HOLDER

3.1 Acknowledgement; Nondisclosure.

(a) The Holder acknowledges and agrees that as a result and as a part of the Holder's relationship with the Company (including as a result of the Holder's ownership of the Shares and/or Awards), the Holder was afforded access to Confidential Information which could have an adverse effect on Parent, the Company and their businesses if it is disclosed or used for any purpose other than that for which it was intended in furtherance of the transactions contemplated by the Merger Agreement (the "Purpose"), and that as a condition and inducement to Parent and Merger Sub entering into the Merger Agreement, it is reasonable and necessary for the Holder to promise and agree, subject to the terms and conditions herein, not to disclose or use, other than for the Purpose, such Confidential Information other than as expressly permitted under this Section 3.1 or Section 3.2. The Holder further acknowledges and agrees that the benefits provided to the Holder under this Agreement and the Merger Agreement constitute good and sufficient consideration for the agreements and covenants in this Article III.

(b) The Holder shall hold, and shall cause its Affiliates, directors, officers, employees, consultants, contractors, agents and other representatives (collectively, the "Holder Representatives") to hold in strict confidence all Confidential Information furnished to the

Holder and shall use, and shall cause all Holder Representatives to use, such Confidential Information solely for purposes of the Holder's evaluation of the Merger. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, following the Effective Time, (a) all Confidential Information of the Company as of the Effective Time shall constitute Confidential Information of Parent and the Surviving Corporation and, with respect to such Confidential Information of the Company, the obligations of the Holder shall apply until such Confidential Information of the Company is released by Parent and (b) the Holder may disclose Confidential Information (i) in connection with any Legal Proceedings or dispute resolution mechanism provided for herein or therein to enforce its rights under this Agreement or any other Transaction Document, (ii) as required by applicable Law as determined in the reasonable judgment of the Holder and his or her counsel (in which case, the Holder shall not disclose such Confidential Information without prior consultation with the other parties to the extent permitted under applicable Law) and (iii) to his or her accountants, attorneys, auditors, financial advisors and other Holder's Representatives who are bound to confidentiality obligations at least as restrictive as those in this Agreement with respect to the Confidential Information.

(c) The Holder acknowledges that all of the Confidential Information is, and after the Effective Time will, continue to be the exclusive proprietary property of the Company, whether or not prepared in whole or in part by the Holder and whether or not disclosed to or entrusted to the custody of the Holder. For the avoidance of doubt, the taking of any action prohibited by this Section 3.1 by any Holder Representative shall be deemed to be a breach of this Section 3.1 by the Holder.

(d) "Confidential Information" means any confidential information (in whatever medium and however recorded, preserved or disclosed) including but not limited to: (i) Confidential Information, as defined in the Merger Agreement; (ii) information that is either specifically identified as confidential prior to or at the time of its disclosure or would reasonably be considered confidential in the industries in which the disclosing party operates, including information that is embedded in, or related to a party's product, technology or service or to the development, testing, or commercial exploitation thereof; (iii) information of a third party that is in the possession of one of the parties and is identified as confidential information and disclosed to the other party; and (iv) the existence and terms of this Agreement and the Merger Agreement. This does not include any information that (i) is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of such Person's confidentiality obligations or which the recipient knows (or ought reasonably to have known having made reasonable enquiry) to have been in breach of any other undertaking of confidentiality addressed to the disclosing party; (ii) was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party and continues to be held in accordance with the terms on which it was obtained; (iii) is developed by the recipient independently of the information disclosed by the disclosing party; or (iv) the disclosing and receiving parties agree in writing is not confidential or may be disclosed.

(e) "Subsidiary" when used with respect to any party, shall mean any corporation, limited liability company, partnership, association, trust or other entity the accounts of which would be consolidated with those of such party in such party's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any

other corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power (or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests) are, as of such date, owned by such party or one (1) or more Subsidiaries of such party or by such party and one (1) or more Subsidiaries of such party.

3.2 Public Announcements. The Holder shall not, and shall cause his or her agents and other representatives not to, issue or cause publication of any press release or other public announcement or make any other public statement or disclosure with respect to any Confidential Information (including in Social Media Accounts) or regarding the Transactions, without the prior written consent of Parent, which consent may be provided or withheld by Parent in its sole and absolute discretion. Parent or any of its Affiliates, in its sole and absolute discretion, may issue or cause publication of any press release or other public announcement or make any other public statement or disclosure (including in Social Media Accounts) regarding the Transactions. Notwithstanding the foregoing, the restrictions contained in this Section 3.2 shall not extend to any information previously disclosed in previous press releases, public announcements or public statements made by Parent, including the press release announcing the execution of the Merger Agreement. For the avoidance of doubt, the taking of any action prohibited by this Section 3.2 by any Holder Representative shall be deemed to be a breach of this Section 3.2 by the Holder.

3.3 Further Assurances. The Holder shall, as reasonably requested by Parent or the Company and at Parent's or the Company's, as applicable, expense, promptly execute and deliver such additional documents and instruments and take all such further action as may be reasonably necessary to consummate and make effective the transactions contemplated by this Agreement and the Merger Agreement.

3.4 Waiver of Notice Requirement. The Holder hereby waives any and all notice requirements applicable to the Merger, the Merger Agreement and any of the transactions contemplated therein, including under the Seventh Amended and Restated Certificate of Incorporation of the Company and the Amended and Restated Bylaws of the Company.

3.5 Transfers. The Holder agrees not to (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) or encumber (collectively, "Transfer"), or enter into any contract, option or other arrangement with respect to the Transfer of any Shares and/or Awards to any Person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to any of Shares and/or Awards, and agrees not to commit or agree to take any of the foregoing actions, and the Holder agrees, while this Agreement is in effect, to promptly notify Parent of the number of any additional Shares and/or Awards or other equity securities of the Company acquired by the Holder, if any, after the date hereof (which such securities shall be subject to the terms of this Agreement as though owned by the Holder on the date hereof). Notwithstanding the foregoing, the Holder may exercise, prior to the Closing, any Awards held by the Holder.

ARTICLE IV

AGREEMENT TO BE BOUND BY CERTAIN PROVISIONS

OF THE MERGER AGREEMENT

4.1 Agreement to be Bound. The Holder acknowledges, approves of and agrees to be bound by and comply with the following terms and conditions of the Merger Agreement (but subject to all limitations and defenses set forth herein and therein), in each case as though the Holder were a party to the Merger Agreement: Section 3.4 (*Net Merger Consideration*), Section 3.5 (*General Escrow Fund; Representative Fund*), Section 3.6 (*Payments*), Section 3.7 (*Exchange Procedures*), Section 3.8 (*Lost, Stolen or Destroyed Certificates*), Section 3.9 (*Termination of the Payment Fund*), Section 3.10 (*No Further Ownership Rights in Company Capital Stock*), Section 3.11 (*Closing Adjustment*), Section 3.12 (*Withholding*), Section 3.14 (*Taking of Necessary Action; Further Action*); Section 3.15 (*Appraisal Rights*), Section 6.4 (*Exclusive Dealing*), Article X (*Survival; Indemnification*) and Section 11.3 (*Dispute Resolution and Venue*). This Section 4.1, including the Holder's agreement to be bound by the indemnification obligations set forth in Article X of the Merger Agreement is, among other things, for the benefit of the Indemnitees and shall be enforceable by them directly against the Holder.

4.2 Representative. The Holder acknowledges and accepts the appointment of Representative as the Holder's attorney-in-fact, to act in the name, place and stead of the Holder in connection with the transactions contemplated by the Merger Agreement, in accordance with the terms and provisions of the Merger Agreement, and the other provisions relating thereto as set forth in Section 10.5 (*Representative*) of the Merger Agreement. This Section 4.2 is for the benefit of Representative, the Company and Parent and shall be enforceable by any of them directly against the Holder.

4.3 Options. The Holder acknowledges and agrees that Parent will not assume or substitute equivalent Parent options for any Vested Company Stock Options in connection with the Merger and that, under the terms of the Merger Agreement, all Vested Company Stock Options will be cancelled as of the Effective Time and will be converted into the right to receive the cash consideration payable in respect thereof, subject to the terms and conditions set forth in the Merger Agreement. If, however, the parties do not enter into the Merger Agreement or the Merger is not otherwise consummated, the Vested Company Stock Options will not be automatically cancelled for cash consideration. The Holder further acknowledges and agrees that pursuant to the Merger, all Unvested Company Stock Options (other than any Unvested Company Stock Options held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be converted into the right to receive Replacement Stock Options, subject to the terms and conditions set forth in the Merger Agreement. The Holder further acknowledges and agrees that the consummation of the Merger and the other transactions contemplated by, or related to, the Merger Agreement or the Merger (including, without limitation, the Holder's position, title, duties, authorities, responsibilities and reporting structure with Parent or its Subsidiaries immediately after the Merger, as well as the Holder's base salary, bonus opportunity and other compensation provided by Parent or its Subsidiaries immediately after the Merger) will not, alone or in combination with any other event, give rise to "good reason" or any term of similar import under any agreement between the Holder, on the one hand, and the Company, Parent or any of their respective Subsidiaries or

Affiliates, on the other hand, including under any agreements governing the Company's or Parent's equity awards.

4.4 Restricted Stock Unit Awards. The Holder acknowledges and agrees that Parent will not assume or substitute equivalent Parent restricted stock unit awards for any Vested Company Restricted Stock Units in connection with the Merger and that, under the terms of the Merger Agreement, all Vested Company Restricted Stock Units will be settled in Company Common Stock immediately prior to the Merger and Holder shall cease to have any rights with respect thereto, except the rights of a holder of Company Common Stock with respect to such settled Company Common Stock, including the right to receive the payments contemplated by the Merger Agreement, subject to the terms and conditions set forth in the Merger Agreement. If, however, the parties do not enter into the Merger Agreement or the Merger is not otherwise consummated, the Vested Company Restricted Stock Units will not be automatically settled and the Vested Restricted Stock Units will remain outstanding. The Holder further acknowledges and agrees that pursuant to the Merger, all Unvested Company Restricted Stock Unit Awards (other than Unvested Company Restricted Stock Unit Awards held by a Person who does not become a service provider of Parent or a Subsidiary of Parent at the Effective Time) shall be converted into the right to receive Replacement Restricted Stock Unit Awards, respectively, subject to the terms and conditions set forth in the Merger Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Chancery Court of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required.

5.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

5.3 Dispute Resolution and Venue. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, claim based on contract, tort, statute or constitution or the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled in accordance with Section 11.3 of the Merger Agreement.

5.4 Entire Agreement; Amendments and Waivers. Except for the Merger Agreement, the Company Disclosure Schedule and the other Transaction Documents (including the schedules and exhibits thereto) and the Ancillary Agreements to which the Holder is a party, this

Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, term sheets, letters of interest, correspondence (including e-mail) and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof, and can only be amended, supplemented or changed, and any provision hereof or thereof can only be waived, by written instrument making specific reference to this Agreement, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. For the avoidance of doubt, the confidentiality and non-disclosure covenants set forth in Section 0 hereof shall be in addition to and shall not supersede or otherwise modify any similar covenants set forth or incorporated by reference in any agreement between the Holder, on the one hand, and the Company, Parent or their respective Affiliates, on the other hand. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. If the Merger Agreement is terminated, then this Agreement shall immediately terminate without ever having become effective and this Agreement shall be null and void in all respects.

5.5 Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent may have, whether at law, in equity, by contract or otherwise. Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of the Holder hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the Law of unfair competition, misappropriation of trade secrets and the like. This Agreement does not limit the Holder's obligations or rights or Parent's obligations or rights (or any present or future Affiliate of Parent) under the terms of any employment, proprietary information, confidentiality, invention assignment or other agreement between Holder and Parent, including Holder's offer letter, if any.

5.6 No Third Party Beneficiaries. Other than the parties hereto, Parent and the Surviving Corporation (each of which shall be express third-party beneficiaries of this Agreement and entitled to enforce all rights set forth in this Agreement), this Agreement is not intended to, and shall not, confer upon any Person other than the parties hereto any rights or remedies hereunder, except for Section 4.1, which is for the benefit of the Indemnitees, and Section 4.2, which is for the benefit of Representative.

5.7 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (b) on the third (3rd) Business Day after dispatch by registered certified mail, (c) on the next Business Day if transmitted by national overnight courier or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

(i) If to Parent or the Company, then as provided for in Section 11.6 of the Merger Agreement or to such other address as the party to whom notice is to be given may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with Section 11.6 of the Merger Agreement; and

(ii) If to the Holder, then to the address set forth on the Holder's signature page hereto or to such other address as the Holder may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with this Section 5.7.

5.8 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5.9 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other party hereto, except that Parent may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to one (1) or more of its Affiliates so long as any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this Agreement and promptly provides the Holder with written notice of such assignment, but no such assignment shall relieve Parent of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 5.9 shall be null and void.

5.10 Obligations. The Holder's obligations under this Agreement shall remain in effect without regard to Holder's employment or severance of employment with the Company, the Company's Affiliates, Parent or Parent's Affiliates.

5.11 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of an original manually executed counterpart of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CYLANCE INC.

By: _____
Name:
Title:

EXHIBIT A

DISSENTER AND APPRAISAL RIGHTS STATUTES

HOLDER

By: _____
Name:

Address:
_____
_____
_____

EXHIBIT C

FORM OF EXCHANGE AGREEMENT

EXHIBIT C

FORM OF EXCHANGE AGREEMENT

IN MAKING AN INVESTMENT DECISION EXCHANGE STOCKHOLDERS (AS DEFINED BELOW) MUST RELY ON THEIR OWN EXAMINATION OF PARENT AFFILIATE (AS DEFINED BELOW) AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE OR NON-U.S. SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS EXCHANGE AGREEMENT (this "Agreement") is entered into as of November 16, 2018, by and among BlackBerry Limited, a corporation organized under the Laws of Ontario, Canada ("Parent Affiliate"), and the Persons listed on Annex A attached hereto (each, an "Exchange Stockholder" and, collectively, the "Exchange Stockholders"). Capitalized terms used and not otherwise defined herein have the meanings given to those terms in the Merger Agreement (as defined below).

WHEREAS, Parent Affiliate, BlackBerry Corporation, a Delaware corporation and wholly owned subsidiary of Parent Affiliate ("Parent"), Modena Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), Cylance Inc., a Delaware corporation (the "Company"), and Fortis Advisors LLC, solely in its capacity as the representative of the Indemnitors ("Representative"), have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company, with the Company surviving the merger as a wholly owned subsidiary of Parent;

WHEREAS, as a condition and inducement to Parent's and Merger Sub's willingness to enter into the Merger Agreement and consummate the transactions contemplated thereby, the Exchange Stockholders have agreed to consummate the transactions contemplated by this Agreement;

WHEREAS, as a condition and inducement to the Exchange Stockholders' willingness to enter into this Agreement and consummate the transactions contemplated thereby, the Exchange Stockholders and Parent Affiliate have agreed to enter into the Registration Rights Agreement executed and delivered concurrently herewith and attached hereto as Annex B (the "Registration Rights Agreement"); and

WHEREAS, on the terms and subject to the conditions contained in this Agreement, each Exchange Stockholder desires to contribute, transfer, assign and deliver to Parent Affiliate, or cause the contribution, transfer, assignment and delivery to Parent Affiliate of, immediately prior to the Closing (as defined below), all of such Exchange Stockholder's direct or indirect rights, title and interest in [Redacted - Confidential Information] of the outstanding shares of Company Common Stock owned, beneficially or of record, by such Exchange Stockholder (each such share, an

"Exchange Share"), in exchange for the issuance of the common shares in Parent Affiliate ("Parent Affiliate Shares") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged, Parent Affiliate and each of the Exchange Stockholders hereby agree as follows:

1. Exchange. Upon the terms and subject to the conditions set forth herein:

(a) Each Exchange Stockholder agrees to, immediately prior to the Effective Time, contribute, transfer, assign and deliver to Parent Affiliate, or cause the contribution, transfer, assignment and delivery to Parent Affiliate of, all of such Exchange Stockholder's direct or indirect rights, title and interest in, to and under such Exchange Stockholder's Exchange Shares (free and clear of all Liens), in exchange for the issuance by Parent Affiliate to such Exchange Stockholder of that number of Parent Affiliate Shares equal to (i) the number of such Exchange Stockholder's Exchange Shares multiplied by (ii) the Exchange Ratio.

(b) For purposes of this Agreement "Exchange Ratio" means (a) the Closing Per Share Consideration divided by (b) the average closing trading price of a Parent Affiliate Share as quoted on the New York Stock Exchange over the ten (10) consecutive trading days ending on (and including) the date that is the last trading day prior to the date the Merger Agreement is entered into (rounded up to the nearest four decimal places).

2. Closing and Deliveries.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Exchange Closing") shall take place immediately prior to the closing of the transactions contemplated by the Merger Agreement (the "Closing"), and will occur via the electronic exchange of signed closing documents between the parties, or at such other time and place as the parties shall mutually agree.

(b) Exchange Stockholder Deliveries. At or prior to the Exchange Closing, each of the Exchange Stockholders shall deliver or cause to be delivered to Parent Affiliate certificate(s) (including digital certificates) evidencing the certificated Exchange Shares being exchanged for Parent Affiliate Shares by such Exchange Stockholder, together with a stock assignment, separate from certificate in form and substance reasonably satisfactory to Parent Affiliate, duly executed by such Exchange Stockholder (or the entity or other Person through which such Exchange Stockholder holds such Exchange Shares).

(c) Issuance of Parent Affiliate Shares.

Redacted - Confidential Financial Information

(d) Accelerated Issuance. Notwithstanding the terms of Section 2(c), Parent Affiliate shall immediately issue all remaining Parent Affiliate Shares to be issued to each Exchange Stockholder immediately prior to the consummation of a "change in control" of Parent Affiliate (as such term is defined in the employment agreement between each Exchange Stockholder and Parent). In addition, notwithstanding the terms of Section 2(c), Parent Affiliate shall immediately issue all remaining Parent Affiliate Shares to be issued to each Exchange Stockholder, and upon such issuance the Parent Affiliate Shares shall be freely tradeable, on the date on which such Exchange Stockholder's employment with Parent is terminated by the Exchange Stockholder for Good Reason. For purposes of this agreement, "Good Reason" shall have the meaning set forth in the employment agreement between each Exchange Stockholder and Parent, subject to the next sentence. For purposes of this Agreement only, "Good Reason" shall also include a change in the Exchange Stockholder's reporting structure such that the Exchange Stockholder is no longer reporting to either the Chief Executive Officer of Parent Affiliate or the Board of Directors of Parent Affiliate or, in the case of Mr. Permeh only, the officer initially specified in his employment agreement with Parent. For the avoidance of doubt, the issuance of the Parent Affiliate Shares shall not be accelerated other than as expressly set forth in this Section 2(d).

(e) Adjustments for Stock Splits, Etc. Upon the occurrence of any subdivision, combination, stock dividend, reclassification or conversion of the common shares in Parent Affiliate (each, an "Adjustment"), the number of Parent Affiliate Shares to be issued in exchange for the Exchange Shares, but only to the extent not yet issued to the Exchange Stockholder at the time of such Adjustment, shall be automatically proportionally adjusted to reflect the effect on such common shares by such Adjustment.

3. Tax Matters.

(a) General. The parties acknowledge and agree that the Parent Affiliate Shares are intended to be treated as deferred consideration payable in exchange for the Exchange Shares in accordance with this Agreement eligible for installment sale treatment under Section 453 of the Code and any corresponding provision of foreign, state or local Law, as appropriate. Accordingly, except with respect to interest imputed under Sections 483 or 1274 of the Code, the parties agree to report payments of the Parent Affiliate Shares for U.S. federal and state and foreign income Tax purposes consistent with such treatment unless otherwise required by Law. The parties shall not take any position inconsistent with the foregoing on any Tax return, in any Legal Proceeding or otherwise.

(b) QSBS Matters. Parent Affiliate shall cause the Company to provide each Exchange Stockholder the information that may be required under Section 1202(d)(1)(C) of the Code and the regulations promulgated thereunder. In addition, within thirty (30) Business Days

after any Exchange Stockholder's written request therefor, Parent Affiliate shall cause the Company to deliver to such Exchange Stockholder such factual information readily available to Parent Affiliate and the Company without undue burden, consistent with the information previously provided by the Company and which is reasonably necessary to enable such Exchange Stockholder to determine whether: (i) the Company has been an eligible corporation as defined in Section 1202(e)(4) of the Code; (ii) the Company has made purchases of its own stock described in Section 1202(c)(3)(B) of the Code during the periods described therein (applying such periods to the relevant issuance date(s) of the applicable interests in the Company held by such Exchange Stockholder); (iii) the Company's gross assets, as defined by Section 1202(d)(2) of the Code, have at any time during the relevant period specified therein exceeded $50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Section 1202(d)(3) of the Code; and (iv) the Company has met the active business requirement set forth in Section 1202(e) of the Code during substantially all of the Exchange Stockholder's holding period.

4. Representations and Warranties of the Exchange Stockholders. In connection with the acquisition by each Exchange Stockholder of Parent Affiliate Shares pursuant to this Agreement, each Exchange Stockholder, with respect to itself or himself only, represents and warrants to Parent Affiliate as of the date hereof and as of the Closing Date that the following statements are true and correct:

(a) The principal place of residence of such Exchange Stockholder is correctly set forth below such Exchange Stockholder's name on Annex A attached hereto. If such Exchange Stockholder is a legal entity, the principal executive office or principal place of business of such Exchange Stockholder is correctly set forth below such Exchange Stockholder's name on Annex A attached hereto.

(b) Such Exchange Stockholder (or the entity or other Person through which such Exchange Stockholder holds such Exchange Shares) is the sole record and beneficial owner of, and has good and marketable title to, the Exchange Shares being exchanged by such Exchange Stockholder for Parent Affiliate Shares pursuant to this Agreement, free and clear of any Liens.

(c) The Parent Affiliate Shares to be acquired by such Exchange Stockholder pursuant to this Agreement will be acquired for such Exchange Stockholder's own account and not for any other Person and not with a view to, or intention of, distribution thereof in violation of the Securities Act or any applicable state securities Laws, and such Parent Affiliate Shares will not be disposed of in contravention of any such Laws.

(d) Such Exchange Stockholder is able to bear the economic risk of the investment in the Parent Affiliate Shares to be acquired by such Exchange Stockholder pursuant to this Agreement for an indefinite period of time.

(e) Such Exchange Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Parent Affiliate Shares to be acquired by such Exchange Stockholder pursuant to this Agreement and has had full access to such other information concerning Parent Affiliate, Parent and/or the Company as such Exchange Stockholder has requested.

(f) Such Exchange Stockholder has the requisite power, capacity and authority to enter into and deliver this Agreement, to perform such Exchange Stockholder's obligations under this Agreement and to consummate the transactions contemplated by this Agreement. If such Exchange Stockholder is a legal entity, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate, limited liability company or other legal entity action, and no other proceedings on such Exchange Stockholder's part are necessary to authorize or approve the execution, delivery or performance of this Agreement or any other documents contemplated hereby to which such Exchange Stockholder is a party or the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by such Exchange Stockholder and, assuming the due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of the Exchange Stockholder, enforceable against such Exchange Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at Law or in equity).

(g) None of the execution, delivery and performance by such Exchange Stockholder of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by such Exchange Stockholder with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) by such Exchange Stockholder under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of such Exchange Stockholder to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Exchange Shares of such Exchange Stockholder under, any provision of (i) any Contract or Permit to which such Exchange Stockholder is a party and by which the Exchange Shares of such Exchange Stockholder are bound, (ii) any Order applicable to such Exchange Stockholder or any of the Exchange Shares of such Exchange Stockholder or (iii) any applicable Law, except, in the case of clauses (ii) through (iii), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration of obligations, losses of material benefits, increased, additional or accelerated rights or entitlements or creation of Liens would not, individually or in the aggregate, have a material adverse effect on the ability of such Exchange Stockholder to timely perform his obligations under this Agreement, the Merger Agreement or the other Transaction Documents.

(h) No consent, waiver, approval, Order, material Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of such Exchange Stockholder in connection with the execution, delivery and performance of this Agreement by such Exchange Stockholder, the compliance by such Exchange Stockholder with any of the provisions hereof, or the performance of such Exchange Stockholder's obligations under this Agreement.

(i) Such Exchange Stockholder is an "accredited investor" as that term is defined in Regulation D under the Securities Act. Such Exchange Stockholder considers itself or himself to be an experienced and sophisticated investor and to have such knowledge and

experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Parent Affiliate Shares to be acquired by such Exchange Stockholder pursuant to this Agreement. Such Exchange Stockholder acknowledges and understands that an investment in such Parent Affiliate Shares involves substantial risks and such Exchange Stockholder is able to bear the economic risks of an investment in such Parent Affiliate Shares pursuant to the terms hereof, including the complete loss of such Exchange Stockholder's investment in such Parent Affiliate Shares.

(j) Such Exchange Stockholder has not received any general solicitation or general advertisement in connection with the Parent Affiliate Shares or such Exchange Stockholder's investment in Parent Affiliate and such Exchange Stockholder has not received any representations or warranties from Parent Affiliate or any other Person acting on behalf of Parent Affiliate.

(k) If such Exchange Stockholder is not a United States person (as defined by Section 7701(a)(30) of the Code), such Exchange Stockholder hereby represents that it has satisfied itself as to the full observance of the Laws of its jurisdiction in connection with the acquisition of the Parent Affiliate Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Parent Affiliate Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income Tax and other Tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Parent Affiliate Shares. Such Exchange Stockholder's exchange for and continued beneficial ownership of the Parent Affiliate Shares will not violate any applicable securities or other Laws of such Exchange Stockholder's jurisdiction.

(l) As of the date of this Agreement, there is no pending or, to the actual knowledge of such Exchange Stockholder, threatened, Legal Proceeding against such Exchange Stockholder challenging or seeking to make illegal, delay materially or otherwise directly or indirectly restrain or prohibit the consummation of the transactions contemplated by the Merger Agreement, this Agreement or any Transaction Document.

5. Representations and Warranties of Parent Affiliate. In connection with the issuance to each Exchange Stockholder of Parent Affiliate Shares pursuant to this Agreement, Parent Affiliate, with respect to itself, represents and warrants to each Exchange Stockholder as of the date hereof and as of the Closing Date that the following statements are true and correct:

(a) Parent Affiliate is a corporation duly organized, validly existing and in good standing under the Laws of Ontario.

(b) None of the execution, delivery and performance by Parent Affiliate of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by Parent Affiliate with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) by Parent Affiliate under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of Parent Affiliate to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or

result in the creation of any Liens upon any of the Parent Affiliate Shares under, any provision of (i) any Contract or Permit to which Parent Affiliate is a party and by which the Parent Affiliate Shares are bound, (ii) any Order applicable to Parent Affiliate or any of the Parent Affiliate Shares or (iii) any applicable Law, except, in the case of clauses (ii) through (iii), for such conflicts, violations, defaults, rights of termination, cancellation or acceleration of obligations, losses of material benefits, increased, additional or accelerated rights or entitlements or creation of Liens would not, individually or in the aggregate, have a material adverse effect on the ability of Parent Affiliate to timely perform its obligations under this Agreement.

(c) The Parent Affiliate Shares to be issued hereunder have been or will be duly authorized, and upon consummation of the Closing and the issuance of such Parent Affiliate Shares pursuant to and in accordance with the terms hereof, will be validly issued, fully paid and non-assessable.

6. Risk Factors. Such Exchange Stockholder recognizes that the investment in Parent Affiliate is extremely speculative and involves a high degree of risk. In addition, such Exchange Stockholder specifically acknowledges such Exchange Stockholder's understanding of the risk factors discussed in Parent Affiliate's Annual Information Form, which is included in its Annual Report on Form 40-F and the "Cautionary Note Regarding Forward-Looking Statements" section of Parent Affiliate's MD&A (copies of which may be obtained at www.sedar.com or www.sec.gov).

7. Irrevocable Nature of Transactions. Each Exchange Stockholder understands and agrees that the exchange transactions contemplated by this Agreement are irrevocable, except as expressly provided in Section 8 or otherwise provided in any applicable federal or state Legal Requirement governing this Agreement and the transactions contemplated hereby.

8. Termination. This Agreement shall terminate, and be of no further force and effect, upon the valid termination of the Merger Agreement in accordance with Section 9.1 thereof. In the event the Closing fails to occur for any reason whatsoever and the Merger Agreement is terminated, the parties hereto agree that concurrently with the termination of the Merger Agreement, Parent Affiliate shall return to the Exchange Stockholders any Exchange Shares previously delivered, the Exchange Stockholders shall return to Parent Affiliate any Parent Affiliate Shares previously delivered and the parties hereto shall have no further obligations under this Agreement and the Exchange Stockholders shall have no rights, title or interest in or to any Parent Affiliate Shares.

9. General Provisions.

(a) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (i) when delivered or sent if delivered in person or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (ii) on the third (3rd) Business Day after dispatch by registered certified mail, (iii) on the next Business Day if transmitted by national overnight courier or (iv) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

(i) if to Parent Affiliate, as provided for in Section 11.6 of the Merger Agreement; and

(ii) if to an Exchange Stockholder, then to the address set forth next to such Exchange Stockholder' name on Annex A,

or to such other address as the party to whom notice is to be given may have provided to the other party at least ten (10) days' prior to such address taking effect in accordance with this Section 9(a).

(b) Entire Agreement; Amendment and Waiver. Except for the Merger Agreement, the Registration Rights Agreement and the other Transaction Documents (including the schedules and exhibits thereto), this Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, term sheets, letters of interest, correspondence (including e-mail) and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof, and can only be amended, supplemented or changed, and any provision hereof or thereof can only be waived, by written instrument making specific reference to this Agreement, signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of an original manually executed counterpart of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

(d) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of each other party hereto, except that Parent Affiliate may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to one (1) or more of its Affiliates so long as any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this Agreement, but no such assignment shall relieve Parent Affiliate of any of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this sub-section shall be null and void.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

(f) Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Chancery Court of the State of Delaware or any federal court sitting in the State of Delaware, without bond or other security being required.

(g) Survival. Subject to Section 8, all representations and warranties contained herein will survive the execution and delivery of this Agreement and the Merger Agreement, the Closing, the Exchange Closing, and the transfer by any Exchange Stockholder of any Parent Affiliate Shares.

(h) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(i) No Strict Construction. Each party hereto acknowledges that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and has had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(j) Further Assurances. Subject to the terms and conditions provided herein, at any time, including after the Exchange Closing, each party hereto agrees to use all commercially

reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable, whether under applicable laws and regulations or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement.

(k) Acknowledgement. Each party hereto acknowledges that such party has independently evaluated the economic and other risks associated with the investment in the Parent Affiliate Shares and made its own decision about the investment in Parent Affiliate and has not relied on any statement made by Parent Affiliate, any of its Affiliates, directors, officers, stockholders, employees, Affiliates, agents and other representatives (collectively, such person's "Representatives") in connection with such investment. Each party hereto acknowledges and agrees that such party has been advised in writing to obtain legal counsel to represent such party in connection with its evaluation of the investment in Parent Affiliate, the risks associated with such investment and all other matters relating to such investment and that such party has not been represented or advised by the Parent Affiliate or its respective Representatives on any matter concerning such party's investment in Parent Affiliate, including but not limited to, the structure of the investment, the Tax consequences of such investment or any other risks associated with such investment. Each of Representatives of Parent Affiliate is intended to be an express third-party beneficiary of, and each may enforce, this Section 9(k).

(l) WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9(l).

(m) Dispute Resolution and Venue. Each of the parties hereto agrees any dispute, claim or controversy arising out of or relating to this Agreement, the Merger Agreement or the Transaction Documents or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, claim based on contract, tort, statute or constitution or the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled in accordance with Section 11.3 of the Merger Agreement.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Exchange Agreement as of the date first above written.

BLACKBERRY LIMITED

By:_____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Exchange Agreement as of the date first above written.

_____

REDACTED - Confidential Employee Information

IN WITNESS WHEREOF, the undersigned has executed this Exchange Agreement as of the date first above written.

_____

REDACTED - Confidential Employee Information

ANNEX A

REDACTED - Confidential Employee Information

ANNEX B

Registration Rights Agreement

[See attached.]

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of November 16, 2018 by and between BlackBerry Limited, a corporation organized under the laws of Ontario ("**Parent Affiliate**"), and the persons listed on the signature page(s) hereto (each, an "**Exchange Stockholder**" and, collectively, the "**Exchange Stockholders**"). Capitalized terms used and not otherwise defined herein have the meanings given to those terms in the Merger Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Parent Affiliate, BlackBerry Corporation, a Delaware corporation and wholly owned subsidiary of Parent Affiliate ("**Parent**"), Modena Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent ("**Merger Sub**"), Cylance Inc., a Delaware corporation (the "**Company**"), and Fortis Advisors LLC, solely in its capacity as the representative of the Indemnitors ("**Representative**"), have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (the "**Merger Agreement**"), pursuant to which Merger Sub will be merged with and into the Company, with the Company surviving the merger as a wholly owned subsidiary of Parent;

WHEREAS, as a condition and inducement to Parent's and Merger Sub's willingness to enter into the Merger Agreement and consummate the transactions contemplated thereby, the Exchange Stockholders have agreed to consummate the transactions contemplated by that certain Exchange Agreement dated as of the date hereof by and among Parent Affiliate and the Exchange Stockholders (the "**Exchange Agreement**");

WHEREAS, as a condition and inducement to the Exchange Stockholders' willingness to enter into the Exchange Agreement and consummate the transactions contemplated thereby, the Exchange Stockholders and Parent Affiliate have agreed to enter into this Agreement; and

WHEREAS, on the terms and subject to the conditions contained in the Exchange Agreement, each Exchange Stockholder will contribute, transfer, assign and deliver to Parent Affiliate, or cause the contribution, transfer, assignment and delivery to Parent Affiliate of, all of such Exchange Stockholder's direct or indirect rights, title and interest in, to and under certain shares of Company Common Stock outstanding immediately prior to the Effective Time (each such share, an "**Exchange Share**") in exchange for the issuance of common shares in Parent Affiliate ("**Parent Affiliate Shares**").

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. ***Definitions***. For all purposes of and under this Agreement, the following capitalized terms shall have the respective meanings below:

(a) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(b) "**Form F-3**" means a registration statement on Form F-3 promulgated by the SEC under the Securities Act, as such form is in effect on the date hereof, or any successor or replacement form of registration statement promulgated by the SEC under the Securities Act from and after the date hereof, in any such case which similarly permits inclusion or incorporation of substantial information by reference to other documents filed by Parent Affiliate with the SEC.

(c) "**Form F-3ASR**" means an automatic shelf registration statement filed pursuant to Rule 462 of the Securities Act.

(d) "**Holder**" means an Exchange Stockholder or a transferee to whom registration rights granted under this Agreement are assigned pursuant to **Section 6** hereof.

(e) "**Registrable Securities**" means, for each Holder, (i) the Parent Affiliate Shares issuable to such Holder pursuant to the Exchange Agreement and (ii) any common shares in Parent Affiliate issued as a dividend or other distribution with respect to or in exchange for or in replacement of the stock referenced in clause (i) above, and for all Holders, the Registrable Securities held by them as a group; *provided*, *however*, that common shares in Parent Affiliate held by a particular Holder shall cease to be Registrable Securities (x) after the Registration Statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with the Registration Statement and with **Section 2** hereof, or (y) at such time as such Holder is eligible to sell such securities under Rule 144 of the Securities Act without any limitation as to volume.

(f) "**Securities Act**" means the Securities Act of 1933, as amended.

(g) "**SEC**" means the United States Securities and Exchange Commission.

2. ***Registration of Offers and Sales of Registrable Securities***.

(a) As soon as reasonably practicable following the issuance of Parent Affiliate Shares to each Exchange Stockholder pursuant to the Exchange Agreement (a "**Stock Issuance Date**"), but no later than seven (7) days following a Stock Issuance Date, Parent Affiliate shall file with the SEC a registration statement (the "**Registration Statement**") on Form F-3 ASR (or if Form F-3 ASR is not available for purposes of registering the sale of Registrable Securities, then on Form F-3 or another appropriate form) covering the sale of all Registrable Securities issued on such date, *provided* that, Parent Affiliate's obligation to include the Registrable Securities of each Holder in the Registration Statement shall be expressly conditioned upon Parent Affiliate's prior receipt of all information and materials regarding such Holder as specified in **Section 7**, and the taking of all action required to be taken by such Holder as specified in **Section 7**.

(b) Parent Affiliate shall use its best efforts to: (i) to the extent that the Registration Statement is not automatically effective upon filing with the SEC, cause the Registration Statement to be declared effective as promptly as reasonably practicable after the filing thereof with the SEC (and shall request acceleration of effectiveness of the Registration Statement by the SEC no later than the end of the second (2nd) Business Day after receiving notice from the SEC that it will not review the Registration Statement or that any SEC comments have been resolved to the satisfaction of the SEC), *provided*, *however*, that a Registration Statement covering Parent Affiliate Shares must be declared effective as soon as reasonably practicable following each Stock Issuance Date on which such shares are issued, and keep the Registration Statement effective until the earlier to occur of the date on which all Registrable Securities included in the Registration Statement (A) have been sold, or (B) are eligible for sale under Rule 144 promulgated under the Securities Act without any limitation as to volume; (ii) prepare and file with the SEC such amendments to the Registration Statement and amendments or supplements to the prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities included in the Registration Statement; (iii) furnish to each Holder such number of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus) in conformity with the requirements of the Securities Act as each Holder may reasonably request in order to effect the offering

and sale of the Registrable Securities to be offered and sold by such Holder thereunder, but only while Parent Affiliate shall be required under the provisions hereof to cause the Registration Statement to remain effective; (iv) register or qualify the Registrable Securities covered by the Registration Statement under the securities or blue sky laws of such jurisdictions as each Holder shall reasonably request; *provided, however*, that Parent Affiliate shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction where it has not been qualified or is not otherwise subject to a general consent for service of process); and (v) notify each Holder, promptly after it shall receive notice thereof, of the date and time the Registration Statement and each post-effective amendment thereto shall have become or been declared effective or an amendment or supplement to any prospectus forming a part of the Registration Statement shall have been filed with the SEC (other than the filing of any report under the Exchange Act that may contain information that is incorporated by reference into the Registration Statement). Parent Affiliate shall take all reasonable efforts to cause its transfer agent within two (2) Business Days after delivery of a customary written request by a Holder or its broker (accompanied by customary supporting representation letters and similar materials, including such materials customarily required for delivery of an opinion of Parent Affiliate counsel) upon the sale by such Holder of any shares of Registrable Securities that are sold pursuant to the effective Registration Statement to remove any legends, or the book entry restrictions containing the substance of any legends, with respect to such shares, if applicable (including without limitation taking all reasonable efforts to cause its counsel to issue customary opinions upon receipt of customary supporting materials from the applicable Holder and its broker), and otherwise facilitate the movement of such shares from restricted to unrestricted accounts at the request of any Holder upon such sale, and to promptly respond to any reasonable broker's inquiries in connection therewith made of Parent Affiliate and to take such other reasonable and customary steps in connection therewith (such as using all reasonable efforts to cause its transfer agent to be reasonably available for conference calls and otherwise coordinate directly with brokers) as are within Parent Affiliate's control in connection with such sales, in each case with a view to reasonably assisting the Holder to complete such sale during such period of effectiveness.

3. ***Suspension of Offers and Sales of Registrable Securities Under Registration Statement***. At any time from and after the effective date of the Registration Statement, Parent Affiliate may restrict offers and sales or other dispositions of Registrable Securities under the Registration Statement, and a Holder will not be able to offer or sell or otherwise dispose of Registrable Securities thereunder, by delivering a written notice (a "**Suspension Notice**") to all Holders of Registrable Securities (such delivery shall be made to such Holder's address set forth opposite each such Holder's name on Annex A of the Exchange Agreement) stating that a delay in the offer and sale or other disposition of Registrable Securities is necessary because Parent Affiliate, in its reasonable good faith judgment, has determined that the offer and sale or other disposition of Registrable Securities would (A) require public disclosure by Parent Affiliate of material nonpublic information that is not included in the Registration Statement and that immediate disclosure of such information would be materially detrimental to Parent Affiliate; (B) materially interfere with a significant acquisition, corporate organization, financing, securities offering or other similar transaction involving the Parent Affiliate; or (C) render the Company unable to comply with requirements under the Securities Act or Exchange Act or similar Canadian legal requirements; *provided, however*, Parent Affiliate may not suspend offers and sales or other dispositions of Registrable Securities pursuant to this **Section 3** for more than sixty (60) days in the aggregate in any six month period. Promptly following the cessation or discontinuance of the facts and circumstances forming the basis for any Suspension Notice, Parent Affiliate shall use its commercially reasonable efforts to amend the Registration Statement and/or amend or supplement the related prospectus included therein to the extent necessary, and take all other actions reasonably necessary, to allow the offer and sale or other disposition of Registrable Securities to recommence as promptly as possible, and promptly notify all Holders of Registrable Securities in writing when such offers and sales or other dispositions of Registrable Securities

under the Registration Statement may recommence. Upon receipt of a Suspension Notice, Holders shall immediately suspend their use of the Registration Statement and any prospectus included therein or forming a part thereof to offer and sell or otherwise dispose of Registrable Securities, and shall not offer or sell or otherwise dispose of Registrable Securities under the Registration Statement or any prospectus included therein or forming a part thereof until receipt of a notice from Parent Affiliate pursuant to the preceding sentence that offers and sales or other dispositions of Registrable Securities may recommence; *provided, however*, that any Holder may take any actions necessary to complete and close any sales or other dispositions of Registrable Securities already consummated prior to the receipt of a Suspension Notice. Holders shall keep the fact that Parent Affiliate has delivered a Suspension Notice and any non-public information provided by Parent Affiliate in connection therewith confidential, shall not disclose or reveal the Suspension Notice or any such information to any person or entity and shall not use such information for securities trading or any other purpose.

4. ***Fees and Expenses***. All of the out-of-pocket expenses incurred in connection with any registration of Registrable Securities pursuant to this Agreement, including all SEC fees, blue sky registration and filing fees, Toronto Stock Exchange or New York Stock Exchange notices and filing fees, printing fees and expenses, transfer agents' and registrars' fees and expenses and all reasonable fees and expenses of Parent Affiliate's outside counsel and independent accountants shall be paid by Parent Affiliate. Parent Affiliate shall not be responsible for any legal fees for any Holder or any selling expenses of any Holder (including any broker's fees or commissions).

5. ***Indemnification***.

(a) Parent Affiliate shall indemnify and hold harmless each Holder (each, a "**Holder Indemnified Party**"), with respect to which registration, qualification or compliance has been effected pursuant to this Agreement, from and against all losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a fact contained in the Registration Statement, the prospectus forming a part thereof or included therein, and any amendment or supplement thereto, incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by Parent Affiliate of any rule or regulation promulgated under the Securities Act or state securities laws applicable to Parent Affiliate in connection with any such registration, qualification or compliance, and Parent Affiliate shall reimburse each Holder Indemnified Party for any legal and any other expenses reasonably incurred by them in connection with investigating, preparing or defending any lawsuit, claim or action relating thereto; *provided*, *however*, that Parent Affiliate shall not be required to indemnify, or otherwise be liable to, any Holder Indemnified Party to the extent that any such loss, damage, liability or expense arises out of, or is based on, (i) any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished by or on behalf of any Holder Indemnified Party to Parent Affiliate specifically for use in the Registration Statement, or (ii) the failure of any Holder Indemnified Party to comply with its covenants and agreements hereunder.

(b) If Registrable Securities held by a Holder are included in the securities as to which such registration, qualification or compliance is being effected, such Holder shall, severally as to such Holder only and not jointly, indemnify and hold harmless Parent Affiliate, each of its directors, officers, employees and other agents and representatives, each person controlling Parent Affiliate within the meaning of Section 15 of the Securities Act, and Parent Affiliate's legal counsel and independent accountants, as well as each other Holder, each such Holder's directors, officers, employees and other agents and representatives, and each person controlling each such other Holders within the meaning of Section 15 of the Securities Act (each a "**Parent Affiliate Indemnified Party**"), from and against all

losses, damages and liabilities (or actions in respect thereof) arising out of, or based on, any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement, the prospectus forming a part thereof or included therein, and any amendment or supplement thereto, incident to any such registration, qualification or compliance, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by such Holder of any rule or regulation promulgated under the Securities Act or state securities laws applicable to such Holder in connection with any such registration, qualification or compliance, and such Holder shall reimburse each Parent Affiliate Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such lawsuit, claim or action relating thereto, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, prospectus, and any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to Parent Affiliate specifically for use therein; *provided, however,* that the several liability of each Holder under this **Section 5(b)** shall be limited to an amount equal to the net proceeds of the shares sold by such Holder hereunder. Each Holder shall furnish in writing to Parent Affiliate, acknowledging that such information is for the specific purpose of use in the Registration Statement, such customary information regarding such Holder, the shares of Parent Affiliate Shares held by it and the distribution proposed by such Holder as Parent Affiliate may reasonably request and as shall be reasonably required in connection with the Registration Statement as provided in **Section 7** of this Agreement.

(c) Each party entitled to indemnification under this **Section 5** (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has written notice of any lawsuit, claim or action as to which indemnity may be sought hereunder, and shall permit the Indemnifying Party to assume the defense of any such lawsuit, claim or action; *provided, however,* that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld, delayed or conditioned), and the Indemnified Party may participate in such defense at such party's expense, and *provided further* that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent, but only to the extent, that the Indemnifying Party's ability to defend against such claim or litigation is materially and adversely impacted by the failure to give such notice. No Indemnifying Party, in the defense of any such lawsuit, claim or action shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to such lawsuit, claim or action.

(d) The provisions of this **Section 5** shall govern any indemnification pursuant to this Section 5, notwithstanding the indemnification provisions of the Merger Agreement. The obligations of Parent Affiliate and each Holder under this **Section 5** shall survive the completion of any offering and sale or other disposition of Registrable Securities in the Registration Statement filed with the SEC pursuant to this Agreement.

6. ***Limitation on Assignment of Registration Rights***. The rights of each Holder under this Agreement may not be assigned by a Holder to any other Person unless such a transfer is pursuant to an acquisition of Registrable Securities by (a) will or intestate succession, (b) a transfer not involving a change in beneficial ownership, (c) to an immediate family member or trust for the benefit of an individual Holder or one or more of such Holder's immediate family members or (d) with the prior written consent of Parent Affiliate; *provided, however*, that in the case of transfers made pursuant to (b) and (c), the Holder provides Parent Affiliate with prior written notice of such transfer. Prior to a permitted transfer of rights under this Agreement, Holder must furnish Parent Affiliate with written notice

of the name and address of such transferee and the Registrable Securities with respect to which such registration rights are being assigned and a copy of a duly executed written instrument in form reasonably satisfactory to Parent Affiliate by which such transferee assumes all of the obligations and liabilities of its transferor hereunder and agrees itself to be bound hereby. No transfer of rights under this Agreement shall be permitted if, immediately following such transfer, the offer and sale or other disposition of Registrable Securities by the transferee is not restricted under the Securities Act.

7. ***Information by Holder***. Any Holder of Registrable Securities to be included in the Registration Statement shall furnish to Parent Affiliate such customary information regarding such Holder, the Registrable Securities held by such Holder and the offer and sale or other distribution proposed by such Holder as Parent Affiliate may reasonably request and as shall be required in connection with any registration, qualification or compliance contemplated by this Agreement, under applicable Legal Requirements in order to permit Parent Affiliate to comply with all applicable requirements of the Securities Act and the Exchange Act in connection with the registration of all Registrable Securities of such Holder under the Securities Act. Upon any disposal of Registrable Securities under the Registration Statement by a Holder, such Holder shall deliver to Parent Affiliate a notice of transfer certifying such disposition and acknowledging compliance with the prospectus delivery requirements of the Securities Act in connection therewith.

8. ***Reports Under Exchange Act***. Subject to **Section 2** of this Agreement, during the term of this Agreement, Parent Affiliate shall use its commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of Parent Affiliate under the Securities Act and the Exchange Act.

9. ***Delay of Registration***. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

10. ***Amendment of Registration Rights***. Holders of a majority of the Registrable Securities from time to time outstanding may, with the consent of Parent Affiliate, amend the registration rights granted hereunder.

11. ***Notices, Governing Law, etc.***. The provisions of Section 9 of the Exchange Agreement shall apply, *mutatis mutandis*, to this Agreement.

12. ***Termination.*** This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; *provided* that the provisions of **Section 4** and **Section 5** shall survive any such termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BLACKBERRY LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

_____

REDACTED - Confidential Employee Information

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

_____

REDACTED - Confidential Employee Information

EXHIBIT D

FORM OF CERTIFICATE OF MERGER

EXHIBIT D

FORM OF CERTIFICATE OF MERGER

CERTIFICATE OF MERGER
MERGING
MODENA MERGER CORP.,
A DELAWARE CORPORATION,
WITH AND INTO
CYLANCE INC.,
A DELAWARE CORPORATION

Pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), Cylance Inc., a Delaware corporation (the "Company"), in connection with the merger of Modena Merger Corp., a Delaware corporation ("Merger Sub"), with and into the Company (the "Merger"), hereby certifies as follows:

FIRST: The names and states of incorporation of the constituent corporations to the Merger are:

Name	State of Incorporation
Cylance Inc.	Delaware
Modena Merger Corp.	Delaware

SECOND: An Agreement and Plan of Merger, dated as of November 16, 2018, by and among Merger Sub, the Company and other parties thereto (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Company and Merger Sub in accordance with the requirements of Section 251 of the DGCL.

THIRD: The Company shall be the surviving corporation in the Merger (the "Surviving Corporation"), which will continue its existence as said Surviving Corporation under its present name, Cylance Inc., upon the effective date of the Merger.

FOURTH: The Seventh Amended and Restated Certificate of Incorporation of the Company, as amended, as in effect immediately prior to the Merger shall be amended and restated in its entirety to read as set forth in Exhibit A hereto, and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation located at:

Cylance Inc.
[ADDRESS]

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Company or Merger Sub.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed by an authorized officer in its corporate name, on the _____ day of _____, _____.

CYLANCE INC.

By: _____
Name:
Title:

EXHIBIT A

Eighth Amended and Restated Certificate of Incorporation

EXHIBIT E

FORM OF ALLOCATION SCHEDULE

EXHIBIT E

[REDACTED - Confidential Financial Information]

EXHIBIT F

FORM OF ESCROW AGREEMENT

EXHIBIT F

FORM OF ESCROW AGREEMENT

This Escrow Agreement, dated [●] (this "Escrow Agreement"), is entered into by and among BlackBerry Corporation, a Delaware corporation ("Parent"); Fortis Advisors LLC, a Delaware limited liability company, in its capacity as representative of the Indemnitors (the "Representative") (Parent and Representative, collectively, the "Parties," and individually, a "Party"); and Wilmington Trust, National Association, a national banking association, as escrow agent ("Escrow Agent"). Capitalized terms used but not defined herein shall have the meaning given to them in the Merger Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the terms of an Agreement and Plan of Merger, dated November 16, 2018 (the "Merger Agreement"), by and among BlackBerry Limited, a corporation incorporated under the laws of Ontario, Canada, Parent, Modena Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), Cylance Inc., a Delaware corporation (the "Company"), and the Representative, the Company will be merged with and into Merger Sub (the "Merger") with the Company as the surviving entity in the Merger;

WHEREAS, Section 3.5 of the Merger Agreement provides that, no later than three (3) Business Days after the closing of the Merger contemplated by the Merger Agreement, Parent shall deposit into escrow a cash amount equal to the sum of the Interim Escrow Amount and the General Escrow Amount (each as defined below) to be held in accordance with the terms of this Escrow Agreement for the purpose of establishing a source of funds to secure the Merger Agreement indemnification obligations of the Indemnitors to Parent;

WHEREAS, Parent agrees to place in escrow certain funds, and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement;

WHEREAS, pursuant to the Merger Agreement (including any Joinder Agreements thereto), each of the Indemnitors have appointed the Representative as exclusive agent and attorney-in-fact for each such Indemnitor, for and on behalf of each such Indemnitor, with full power and authority to represent each Indemnitor and such Indemnitor's successors and assigns with respect to all matters arising under this Escrow Agreement, and all actions taken by the Representative under this Escrow Agreement will be binding upon each such Indemnitor and such Indemnitor's successors and assigns as if expressly ratified and confirmed in writing by each of them;

WHEREAS, Schedule I to this Escrow Agreement sets forth the wire transfer instructions for the Parent, Representative and Paying Agent; and

WHEREAS, in order to facilitate payments to the Indemnitors pursuant to the Merger Agreement, Parent and the Representative have appointed Wilmington Trust, National Association as "Paying Agent" under that certain Paying Agent Agreement, dated [●], by and among Parent, the Representative and the Paying Agent (the "Paying Agent Agreement").

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals set forth above, the parties hereto agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1 Receipt of Escrow Property. No later than three (3) Business Days after the closing of the Merger, Parent shall deposit an amount equal to $112,500,000 (the "Interim Escrow Amount") into an account established with Escrow Agent (the "Interim Escrow Fund") and an amount equal to $150,000,000 (the "General Escrow Amount") into a separate account from the Interim Escrow Fund established with Escrow Agent (the "General Escrow Fund"). The Interim Escrow Fund and the General Escrow Fund, plus all interest, dividends and other income from investment earned thereon received by the Escrow Agent, less any property or funds distributed or paid in accordance with this Escrow Agreement, are collectively referred to herein as the "Escrow Property". From and after the deposit of the Escrow Amount, the Escrow Agent shall hold, safeguard, distribute and dispose of the Escrow Property only in accordance with the terms and conditions of this Escrow Agreement.

Section 1.2 Investments.

(a) The Escrow Agent shall invest the Escrow Property, including any and all interest and investment income, in accordance with the written instructions provided to the Escrow Agent and signed by the authorized representatives of each of Parent and the Representative; provided, however, that Parent and the Representative agree that no investment or reinvestment shall be made except in the following: (i) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (ii) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company or national banking association (including the Escrow Agent and its affiliates), which are either (A) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (B) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank). In the absence of written investment instructions from each of Parent and the Representative, the Escrow Agent shall deposit and invest the Escrow Property, including any and all interest and investment income, in the M&T Bank Corporate Deposit Account which is further described herein on Exhibit C. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property and shall be distributed in accordance with the terms of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement and in accordance with its terms. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its

individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations or advice.

Section 1.3 Procedures with Respect to Indemnification Claims.

(a) Claim. If, at any time and from time to time from the date hereof (i) with respect to the Interim Escrow Amount, until 11:59 p.m. (Pacific Time) on the date prior to the Interim Escrow Release Date (as defined in Section 1.4(a) below) (the "Interim Escrow Claims Period") or (ii) with respect to the General Escrow Amount, 11:59 p.m. (Pacific Time) on the date that is the day prior to the date that is eighteen (18) months after the date hereof (the "General Escrow Claims Period"), any Indemnitee desires to make a claim for Losses that it believes are indemnifiable under Article X of the Merger Agreement (each, a "Claim"), the Parent, on behalf of such Indemnitee, shall deliver a written notice of the Claim (a "Claims Notice") to the Representative, with a copy to the Escrow Agent, promptly upon its discovery of such Claim, (i) stating that such Indemnitee believes in good faith that it is entitled to indemnification, compensation or reimbursement under Article X of the Merger Agreement or is or may otherwise be entitled to a monetary remedy relating to the Merger Agreement or the transactions contemplated thereby, (ii) containing a brief description of the facts and circumstances supporting such Indemnitee's Claim, (iii) if practicable, containing a non-binding, preliminary, good faith estimate of the amount to which such Indemnitee might be entitled to under the Merger Agreement (the aggregate amount of such estimate, as it may be modified by Parent, on behalf of such Indemnitee, in good faith from time to time, being referred to as the "Claimed Amount") and (iv) stating whether the Claim relates to the Interim Escrow Amount or the General Escrow Amount.

(b) Response by the Representative. During the twenty (20) Business Day period commencing upon receipt by the Representative of a Claim Notice from Parent (on behalf of an Indemnitee) (the "Dispute Period"), Representative may deliver to Parent (on behalf of such Indemnitee) a written response (the "Response Notice"), with a copy to the Escrow Agent, in which the Representative: (i) agrees that the full Claimed Amount is owed to such Indemnitee; (ii) agrees that part, but not all, of the Claimed Amount (the "Agreed Amount") is owed to such Indemnitee; or (iii) indicates that no part of the Claimed Amount is owed to such Indemnitee. If the Response Notice is delivered in accordance with clauses (ii) or (iii) of the preceding sentence, the Response Notice shall also contain a brief description of the facts and circumstances supporting the claim set forth in such Response Notice that only the Agreed Amount or no part of the Claimed Amount is owed to such Indemnitee, as the case may be. Any part of the Claimed Amount that is not agreed by the Representative to be owed to the applicable Indemnitee pursuant to the Response Notice (or the entire Claimed Amount, if such Response Notice asserts that no part of the Claimed Amount is owed to such Indemnitee) shall be referred to as the "Contested Amount" (it being understood that the Contested Amount shall be modified from time to time to reflect any good faith modifications by Parent (on behalf of the applicable Indemnitee) to the Claimed Amount in accordance with Section 10.3(c) of the Merger Agreement and any applicable responses thereto by Representative in accordance with the terms of Section 10.3(d) of the Merger Agreement as if such modifications and responses were included in the original Claim Notice and Response Notice, respectively, *mutatis mutandis*). If a

Response Notice with respect to a Claim Notice is not received by Parent (on behalf of the applicable Indemnitee) prior to 11:59 p.m. (Pacific Time) on the twentieth (20th) Business Day of the Dispute Period applicable to such Claim Notice, then Representative (on behalf of Indemnitors) shall be conclusively deemed to have agreed that an amount equal to the full Claimed Amount is owed to such Indemnitee) and the Escrow Agent shall promptly pay to Parent, on behalf of such Indemnitee, from the Interim Escrow Amount or the General Escrow Amount, as applicable, the portion of the Claimed Amount payable from the Escrow Property.

(c) If a Response Notice with respect to a Claim Notice agrees that the full Claimed Amount set forth in such Claim Notice is owed to the relevant Indemnitee, or if no Response Notice is received by Parent (on behalf of such Indemnitee) from Representative prior to the expiration of the Dispute Period applicable to such Claim Notice, then, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c), and Section 10.2(d) of the Merger Agreement, the Escrow Agent shall pay to Parent, on behalf of the relevant Indemnitee, from the Interim Escrow Amount or the General Escrow Amount, as applicable, within three (3) Business Days following the earlier of the delivery of such Response Notice or the expiration of such Dispute Period the Claimed Amount.

(d) If a Response Notice with respect to a Claim Notice delivered to Parent (on behalf of the relevant Indemnitee) during the Dispute Period applicable to such Claim Notice agrees that the Agreed Amount is owed to such Indemnitee, then, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c), and Section 10.2(d) of the Merger Agreement, the Escrow Agent shall pay to Parent, on behalf of the relevant Indemnitee, from the Interim Escrow Amount or the General Escrow Amount, as applicable, within three (3) Business Days following the earlier of the delivery of such Response Notice or the expiration of such Dispute Period the Agreed Amount.

(e) If a Response Notice with respect to a Claim Notice is delivered to Parent (on behalf of the relevant Indemnitee) during the Dispute Period applicable to such Claim Notice indicating that there is a Contested Amount, then Parent (on behalf of such Indemnitee) and Representative shall attempt in good faith to resolve the dispute related to the Contested Amount. If Representative and Parent (on behalf of the relevant Indemnitee) resolve such dispute, including the terms of a settlement agreement stipulating the amount owed to such Indemnitee (the "Stipulated Amount") which shall be signed by Parent (on behalf of such Indemnitee) and Representative, such resolution shall be binding on Representative, the Indemnitors, Parent and such Indemnitee. Following the execution of such settlement agreement, in accordance with and subject to the limitations of, Section 10.2(b), Section 10.2(c), and Section 10.2(d) of the Merger Agreement, the Escrow Agent (on behalf of the Indemnitors) shall pay to Parent, on behalf of the relevant Indemnitee, from the Interim Escrow Amount or the General Escrow Amount within three (3) Business Days following the execution of such settlement agreement, or such shorter period of time as may be set forth in such settlement agreement, the Stipulated Amount.

(f) In the event that there is a dispute relating to any Claim Notice or Contested Amount (whether it is a matter between Parent or the relevant Indemnitee, on the one hand, and Representative, on the other hand, or it is a matter that is subject to a claim or Legal Proceeding asserted or commenced by a third party brought against the relevant Indemnitee) that cannot be settled in accordance with Section 1.3(e), including due to a failure between the parties to agree

on the terms of a settlement agreement, such dispute shall be resolved in accordance with Section 11.3 of the Merger Agreement. In such event, Parent and Representative will, and Parent shall cause the relevant Indemnitee to, reasonably cooperate with and make available to the other party and its respective representatives all relevant information, records and data reasonably requested, and will permit reasonable access to its personnel, as may be reasonably required in connection with the investigation and resolution of an Indemnification Claim. To the extent an arbitrator in accordance with Section 11.3 of the Merger Agreement finally determines that Losses are recoverable directly from the Indemnitors under Article X of the Merger Agreement, Parent and Representative will jointly deliver a copy of such determination to the Indemnitors, and, subject to the terms of Section 10.2(b), Section 10.2(c) and Section 10.2(d) of the Merger Agreement, Parent and Representative shall deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to, within three (3) Business Days of such written instruction, release to Parent, on behalf of the applicable Indemnitee cash having a value equal to the finally determined amount of Losses.

Section 1.4 Disbursements.

(a) Disbursement of Escrow Property.

(i) On the date that is fourteen (14) days after date of this Escrow Agreement (the "Interim Escrow Release Date"), such portion of the Interim Escrow Fund as is necessary to satisfy any unresolved or unsatisfied Claims specified in any Claim Notice delivered to Representative and the Escrow Agent in accordance with Article X of the Merger Agreement prior to 12:01 a.m. Pacific Time on the Interim Escrow Release Date will remain in the Interim Escrow Fund until such Claims have been resolved or satisfied (the "Interim Escrow Retained Amount"). On the Interim Escrow Release Date, Parent and Representative will, in accordance with the provisions of Section 3.5(b) of the Merger Agreement and this Escrow Agreement, provide written instruction to the Escrow Agent instructing the Escrow Agent to (i) deposit into the Payment Fund, in trust for the benefit of the Stockholders and Warrantholders, cash in an amount equal to the aggregate portion of the Interim Escrow Amount then remaining in the Interim Escrow Fund in excess of the Interim Escrow Retained Amount (the "Interim Escrow Release Amount") allocable to the Stockholders and Warrantholders and (ii) deposit with the Surviving Corporation (or, at the Surviving Corporation's instruction, any portion of such amount, with the Paying Agent) or Payroll Processor cash in an amount equal to the holders' of Vested Company Stock Options' portion of the Interim Escrow Release Amount allocable to holders based on their respective Adjusted Share Numbers. Following the Interim Escrow Release Date, if an unresolved Claim is finally resolved, then Parent and Representative shall jointly execute and deliver to the Escrow Agent within three (3) Business Days after the final resolution of such Claim, a written notice instructing the Escrow Agent to release from the Interim Escrow Fund to the Payment Agent and the Surviving Corporation, as applicable, for distribution to Parent, on behalf of each Indemnitor an amount equal such Indemnitor's Applicable Percentage of the amount, if any, by which the aggregate amount held in the Interim Escrow Fund as of the time of such disbursement exceeds the amount of the Interim Escrow Retained Amount necessary to satisfy all then remaining unresolved Claims (which remaining amounts will continue to be held in the Interim Escrow Fund pursuant to the terms thereof and hereof) and Parent shall cause such released amounts to be distributed to the Indemnitors pursuant to immediately preceding sentence, *mutatis mutandis*. If Parent and Representative do

not agree, at any time, on the Interim Escrow Retained Amount, such dispute shall be resolved pursuant to Section 11.3 of the Merger Agreement.

(ii) On the date that is eighteen (18) months after the date of this Escrow Agreement (the "General Escrow Release Date"), such portion of the General Escrow Fund as is necessary to satisfy any unresolved or unsatisfied Claims specified in any Claim Notice delivered to Representative and the Escrow Agent in accordance with Article X of the Merger Agreement prior to 12:01 a.m. Pacific Time on the General Escrow Release Date will remain in the Interim Escrow Fund until such Claims have been resolved or satisfied (the "General Escrow Retained Amount"). On the General Escrow Release Date, Parent and Representative will, in accordance with the provisions of Section 3.5(c) of the Merger Agreement and this Escrow Agreement, provide written instruction to the Escrow Agent instructing the Escrow Agent to (i) deposit with the Paying Agent, into the Payment Fund, in trust for the benefit of the Stockholders and Warrantholders, cash in an amount equal to the aggregate portion of the General Escrow Amount then remaining in the General Escrow Fund in excess of the General Escrow Retained Amount (the "General Escrow Release Amount") allocable to the Stockholders and Warrantholders and (ii) deposit with the Surviving Corporation (or, at the Surviving Corporation's instruction, any portion of such amount, with the Paying Agent) or Payroll Processor cash in an amount equal to the holders' of Vested Company Stock Options' portion of the General Escrow Release Amount allocable to holders based on their respective Adjusted Share Numbers. Following the General Escrow Release Date, if an unresolved Claim is finally resolved, then Parent and Representative shall jointly execute and deliver to the Escrow Agent within three (3) Business Days after the final resolution of such Claim, a written notice instructing the Escrow Agent to release from the General Escrow Fund to the Paying Agent and the Surviving Corporation, as applicable, for distribution to each Indemnitor an amount equal such Indemnitor's Applicable Percentage of the amount, if any, by which the aggregate amount held in the General Escrow Fund as of the time of such disbursement exceeds the amount of the General Escrow Retained Amount necessary to satisfy all then remaining unresolved Claims (which remaining amounts will continue to be held in the General Escrow Fund pursuant to the terms thereof and hereof) and Parent shall cause such released amounts to be distributed to the Indemnitors pursuant to immediately preceding sentence, *mutatis mutandis*. If Parent and Representative do not agree, at any time, on the General Escrow Retained Amount, such dispute shall be resolved pursuant to Section 11.3 of the Merger Agreement.

(iii) The Parties understand that (A) any payments or other distributions of the Escrow Property transferred to the Paying Agent for distribution to the Indemnitors shall be reported for tax reporting purposes, to the extent required by applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, by the Paying Agent as provided in the Paying Agent Agreement, and (B) such Escrow Property shall be disbursed by the Paying Agent pursuant to the terms of the Paying Agent Agreement.

(b) Other Disbursements. In the event that the Parties jointly instruct the Escrow Agent to disburse the Escrow Property to any party, the Escrow Agent shall comply with such instructions, any provision herein to the contrary notwithstanding.

Section 1.5 Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service ("IRS"), be reported as having been earned by Parent, and the Escrow Agent agrees to prepare and file all tax information reporting forms consistent with such treatment to the extent required by applicable law, whether or not such income was disbursed during such calendar year. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Property for purposes of performing tax reporting. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting.

(b) On or before March 15th of each year and immediately prior to (or in connection with) the final release of funds from the General Escrow Fund, the Escrow Agent shall release to Parent an amount (each, a "Tax Distribution") equal to (x) the sum of all interest and earnings earned from the investment and reinvestment of the Escrow Property from January 1st of the prior calendar year through December 31st of the prior calendar year (or, in the case of the final Tax Distribution, from January 1st of the then-current year to the date of such release), *multiplied by* (y) the then-highest aggregate U.S. federal effective Tax rate for a U.S. corporation doing business in California. Parent shall provide the Escrow Agent with the rate to be used in computing the amount of each Tax Distribution prior to the release of such Tax Distribution to Parent.

(c) Upon the execution hereof, the Parties shall provide the Escrow Agent with an IRS Form W-9 or an applicable IRS Form W-8 and such other forms and documents that the Escrow Agent may reasonably request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Code and the Treasury Regulations promulgated thereunder, to withhold a portion of any payment or other distribution from the Escrow Property.

(d) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties (in the case of the Representative, solely on behalf of the Indemnitors and in its capacity as the Representative, not in its individual capacity), severally and not jointly, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other reasonable out of pocket cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. Parent, on the one hand, and Representative (solely on behalf of the Indemnitors in its capacity as Representative and not in its individual capacity), on the other hand, shall each be severally responsible for the payment of 50% of any such amounts. The indemnification provided by this Section 1.5(d) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.6 Termination. This Escrow Agreement shall terminate upon the disbursement of all of the Escrow Property, including any investment earnings thereon when credited, and this Escrow Agreement shall be of no further force and effect except that the provisions of Section 1.5(d), Section 3.1 and Section 3.2 hereof shall survive termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1 Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement and the specific definitions included in the Merger Agreement for defined terms used in this Escrow Agreement and are not otherwise defined herein; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement.

Section 2.2 Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken in good faith by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all reasonable compensation (fees, expenses and other costs) paid or reimbursed to such counsel or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians or nominees; provided, that, the Escrow Agent shall remain responsible for any and all actions of such parties in connection with this Escrow Agreement.

Section 2.3 Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the written direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting in reasonable reliance upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit A-1 and Exhibit A-2 to this Escrow Agreement.

Section 2.4 Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5 **No Financial Obligation.** No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

Section 2.6 **No Transfer or Encumbrance**. No portion of the Escrow Property or any beneficial interest therein may be subjected to any encumbrance, attachment, trustee process or any other judicial process of any creditor of any person, or pledged, encumbered, sold, assigned or transferred (including any transfer by operation of law) by any person or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any person.

Section 2.7 **No Commingling of Funds; Rights in Funds**. The Escrow Agent shall not commingle the Escrow Property with any other accounts and will maintain the Interim Escrow Fund and the General Escrow Fund in segregated accounts. It is the intention of the Parties and Escrow Agent that this Escrow Agreement create a true escrow and that the Escrow Agent, Parent and the Representative have no ownership of, or rights in, the Interim Escrow Fund, the General Escrow Fund other than their respective limited contractual rights to receive distributions from the Interim Escrow Fund and General Escrow Fund under the circumstances specified in this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1 **Indemnification.** Parent, on the one hand, and the Representative (solely on behalf of the Indemnitors in its capacity as the Representative and not in its individual capacity), on the other hand, herby agree severally but not jointly, to indemnify Escrow Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless from Parent or the Representative's proportionate share of any reasonable and documented liabilities, losses, actions, suits or proceedings at law or in equity, and any other reasonable out of pocket expenses, fees or charges of any character or nature, including, without limitation, reasonable out-of-pocket attorney's fees and expenses, which an Indemnified Party may incur by reason of acting as or on behalf of Escrow Agent under this Escrow Agreement or arising out of the existence of the Interim Escrow Fund or the General Escrow Fund, except to the extent the same shall be directly caused by Escrow Agent's gross negligence or willful misconduct. Parent, on the one hand, and Representative (solely on behalf of the Indemnitors in its capacity as the Representative and not in its individual capacity), on the other hand, shall each be severally responsible for payment of 50% of any such amounts. The terms of this paragraph shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement. For the avoidance of doubt, it is understood and agreed that the intent of (a) the parenthetical "(solely on behalf of the Indemnitors in its capacity as the Representative, and not in its individual capacity)" and (b) the description of the capacity of the Representative in the opening paragraph and the signature line of this Escrow Agreement is to clarify that Parent and the Indemnitors are the parties with economic interests in the Merger, and that the Indemnitors will ultimately be responsible to the Representative for any indemnification obligations or liabilities that the Representative has to the Escrow Agent hereunder. Accordingly, such clauses clarify the Representative's recourse to the Indemnitors, and such clarification is meant to limit the Representative's capacity or liability as between itself and Escrow Agent

and/or Parent under the indemnity in this Section 3.1, or under any other provision in this Escrow Agreement.

Section 3.2 Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (a) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (b) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3 Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective not less than thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; provided, that, until such successor is appointed, Escrow Agent shall continue to act as Escrow Agent hereunder.

Section 3.4 Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit B, which compensation shall be paid by Parent. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the Escrow Agent renders any service not contemplated in this Escrow Agreement, any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 3.5 Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the Escrow Property until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction, a final non-appealable arbitration decision directing delivery of the

Escrow Property, or receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (b) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover reasonable out of pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6 Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act; provided, that, the Escrow Agent shall provide prompt written notice of any such transaction to the Parties.

Section 3.7 Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; provided, that, as soon as possible after receipt of such court order, the Escrow Agent shall give written notice thereof to Parent and Representative unless prohibited by law. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 3.9 Confirmation. In the event that the Parties jointly instruct the Escrow Agent to disburse the Escrow Property to any party (other than in writing at the time of execution of this Escrow Agreement), the Escrow Agent is authorized to seek confirmation of such instructions by

telephone call-back to the authorized person or persons of such Party, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated; provided, that no call back is required if the Escrow Agent receives original instructions from authorized persons. The persons and telephone numbers for callbacks may be changed only in a writing received and acknowledged by the Escrow Agent. The Parties agree that such security procedure is commercially reasonable.

Section 3.10 Security Procedure for Funds Transfer. The Escrow Agent shall confirm each funds transfer instruction received in the name of Parties by confirming with an authorized individual as evidenced in Exhibit A-1 and Exhibit A-2. Once delivered to the Escrow Agent, Exhibit A-1 or Exhibit A-2 may be revised or rescinded only in writing signed by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit A-1 or Exhibit A-2 or a rescission of an existing Exhibit A-1 or Exhibit A-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to either party, such document shall be accompanied by additional documentation reasonably satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Parties. The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay to the extent not finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Escrow Agent.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties or Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2 Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3 Notices. All notices, account statements, requests, demands, permissions, waivers and other communications required under this Escrow Agreement shall be in writing, and shall be deemed to have been duly given if delivered (a) personally, (b) by facsimile transmission with written confirmation of receipt, (c) by overnight delivery with a reputable national overnight delivery service, (d) by mail or by certified mail, return receipt requested, and postage prepaid, or (e) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing an

authorized signature, which such signature shall, in the case of each of the Parties, be a signature set forth in Exhibit A-1 or Exhibit A-2, as applicable), with e-mail confirmation of receipt; provided, that notices to the Representative shall be delivered solely by facsimile or email. If any notice is mailed, it shall be deemed given five Business Days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Parent:

Redacted - Contact Information

with copies to (which shall not constitute notice) to:

Redacted - Contact Information

If to the Representative:

Redacted - Contact Information

with copies to:

Redacted - Contact Information

If to the Escrow Agent:

Redacted - Contact Information

Section 4.4 Governing Law. This Escrow Agreement, and any other agreement, document or instrument delivered pursuant hereto, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Escrow Agreement (or such other document) or the negotiation, execution, termination, performance or nonperformance of this Escrow Agreement (or such other document) (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Escrow Agreement as an inducement to enter into this Escrow Agreement) shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Delaware to apply.

Section 4.5 Entire Agreement. This Escrow Agreement, together with all Exhibits hereto, and the Merger Agreement (to the extent of the capitalized terms defined therein that are used but not defined in this Escrow Agreement) (a) constitute the entire agreement and understanding of the Parties and the Escrow Agent related to the Escrow Property and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter and (b) is not intended to confer, and shall not be construed as conferring, upon any other person other than the Parties and the Escrow Agent any rights or remedies hereunder.

Section 4.6 Amendment and Modification. This Escrow Agreement may only be amended, modified or supplemented by a written instrument executed by the Parties and the Escrow Agent. No course of dealing between any party having any interest in this Escrow Agreement shall be deemed effective to modify, amend or discharge any part of this Escrow Agreement or any rights or obligations of any party under or by reason of this Escrow Agreement.

Section 4.7 Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8 Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9 Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a file in Adobe Portable Document Format or other format based on common standards, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

Section 4.10 Waiver of Jury Trial. EACH OF THE PARTIES AND ESCROW AGENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

BLACKBERRY CORPORATION, as Parent

By: _____
Name:
Title:

Fortis Advisors LLC, in its capacity as the Representative

By:_____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

Schedule I

Wire Transfer Instructions

Parent

Bank Name:
ABA Number:
Account Name:
Account Number:

Representative

Bank Name:
ABA Number:
Account Name:
Account Number:

Paying Agent

Bank Name:
ABA Number:
Account Name:
Account Number:

EXHIBIT A-1

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF PARENT

BlackBerry Corporation (the "Parent") hereby designates each of the following persons as its Authorized Representatives for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Accounts established under the Agreement to which this Exhibit A-1 is attached, on behalf of the Parent.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	

Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

COMPLETE BELOW TO UPDATE EXHIBIT A-1

If Parent wishes to update this Exhibit A-1, Parent must complete, sign and send to Escrow Agent an updated copy of this Exhibit A-1 with such changes. Any updated Exhibit A-1 shall be effective once signed by Parent and Escrow Agent and shall entirely supersede and replace any prior Exhibit A-1 to this Escrow Agreement.

BLACKBERRY CORPORATION

By:_____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION (as Escrow Agent)

By:_____
Name:
Title:
Date:

EXHIBIT A-2

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF REPRESENTATIVE

Fortis Advisors LLC (the "Representative") designates each of the following persons as its Authorized Representatives for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Accounts established under the Agreement to which this Exhibit A-2 is attached, on behalf of the Representative.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: Cell:
E-mail (required): *If more than one, list all applicable email addresses.*	Email 1: Email 2:

COMPLETE BELOW TO UPDATE EXHIBIT A-2

If Representative wishes to update this Exhibit A-2, Representative must complete, sign and send to Escrow Agent an updated copy of this Exhibit A-2 with such changes. Any updated Exhibit A-2 shall be effective once signed by Representative and Escrow Agent and shall entirely supersede and replace any prior Exhibit A-2 to this Escrow Agreement.

FORTIS ADVISORS LLC

By:_____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION (as Escrow Agent)

By:_____
Name:
Title:
Date:

EXHIBIT B

FEES OF ESCROW AGENT

Acceptance Fee: **WAIVED**

Initial Fees as they relate to Wilmington Trust acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Accounts and accounting records; and coordination of receipt of funds for deposit to the Escrow Accounts. **Acceptance Fee payable at time of Escrow Agreement execution.**

Administration Fee (one-time): Redacted - Counterpary Information

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. Tax reporting is included.

Wilmington Trust's bid is based on the following assumptions:

- Number of Escrow Accounts to be established:
- Est. Term:
- Investment in M&T Deposit Products
- Escrow Deposit Amount:
- Estimated number of transactions:

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT C

Agency and Custody Account Direction
For Cash Balances
Manufacturers & Traders Trust Company Deposit Accounts

Direction to use the following Manufacturers & Traders Trust Company (also known as M&T Bank) Deposit Account for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit C is attached.

You are hereby directed to deposit, as indicated below, or as Parent and Representative shall direct further in writing from time to time, all cash in the Account in the following deposit account of M&T Bank:

M&T Corporate Deposit Account

Parent and Representative acknowledge that amounts on deposit in the M&T Bank Deposit Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation ("FDIC"), in the basic FDIC insurance amount of $250,000 per depositor, per issued bank. This includes principal and accrued interest up to a total of $250,000.

Parent and Representative acknowledge that they have full power to direct investments of the Account.

Parent and Representative understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by written notice to Escrow Agent.

EXHIBIT G

FORM OF LETTER OF TRANSMITTAL

CONFIDENTIAL

EXHIBIT G

Letter of Transmittal
for Shares of Company Capital Stock and Company Warrants of
Cylance Inc.
Surrendered for Cash Payment Pursuant to the Merger of
Modena Merger Corp. with and into Cylance Inc.

The Paying Agent for the Merger is: **Wilmington Trust, N.A.**

Redacted - Contact Information

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. IF CERTIFICATES ARE REGISTERED IN DIFFERENT NAMES, A SEPARATE LETTER OF TRANSMITTAL MUST BE SUBMITTED FOR EACH DIFFERENT REGISTERED HOLDER. SEE INSTRUCTION 4.

Ladies and Gentlemen:

Pursuant to the Agreement and Plan of Merger, dated November 16, 2018 (the "Merger Agreement"), among BlackBerry Limited, a corporation incorporated under the laws of Ontario, Canada ("Parent Affiliate"), BlackBerry Corporation, a Delaware corporation ("Parent"), Modena Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), Cylance Inc., a Delaware corporation (the "Company"), and Fortis Advisors LLC, solely in its capacity as representative of the Indemnitors, on [●], Merger Sub was merged with and into the Company, the separate corporate existence of Merger Sub ceased and the Company continued as the surviving corporation (the "Merger"). Capitalized terms used but not defined herein have the meanings assigned to them in the Merger Agreement.

In connection with the Merger, the undersigned herewith surrenders the below described (i) physical or electronic certificate(s) (the "Certificate(s)"), which immediately prior to the Effective Time of the Merger, represented outstanding shares (the "Shares") of the Company's (a) common stock, par value $0.0001 per share, (b) Series A Preferred Stock, par value $0.0001 per share, (c) Series B Preferred Stock, par value $0.0001 per share, (d) Series C Preferred Stock, par value $0.0001 per share, and/or (e) Series D Preferred Stock, par value $0.0001 per share, and/or (ii) outstanding Company Warrants, in each case to be exchanged for applicable consideration amounts payable pursuant to the Merger Agreement, without interest and subject to applicable escrow and withholding, all as set forth in the Merger Agreement.

By delivery of this Letter of Transmittal to the Paying Agent (as hereinafter defined), the undersigned hereby (i) forever waives all dissenter's rights under applicable Delaware and any applicable appraisal rights under applicable Delaware or California law and (ii) withdraws all written objections to the Merger or demands for dissenters or appraisal rights, if any, with respect to the Shares (and Certificates relating thereto) owned by the undersigned. In the event of any conflict between the terms and conditions of this Letter of Transmittal and the Joinder Agreement to which the undersigned is a party, the terms and conditions of the Joinder Agreement shall control.

The undersigned shall, upon request, execute and deliver any additional documents reasonably deemed appropriate or necessary by the Paying Agent or Parent in connection with the surrender of the Shares (and Certificates relating thereto) and/or Company Warrants. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The surrender of Shares (and Certificates relating thereto) and/or Company Warrants hereby is irrevocable.

The undersigned understands that surrender is not made in acceptable form until the receipt by Wilmington Trust, N.A. (the "Paying Agent") of this Letter of Transmittal, duly completed and signed, and of the Certificate(s) and/or Company Warrants, together with all accompanying evidences of authority in form satisfactory to Parent (which may delegate power in whole or in part to the Paying Agent). All questions as to validity, form and eligibility of any surrender of Shares (and Certificates relating thereto) and/or Company Warrants hereby will be determined by Parent (which may delegate power in whole or in part to the Paying Agent) and such determination shall be final and binding.

The undersigned understands that payment for surrendered Shares (and Certificates relating thereto) and/or Company Warrants will be made as soon as reasonably practicable, but in no event later than three (3) Business Days, following receipt by the Paying Agent of applicable Certificate(s) and/or Company Warrants in acceptable form.

The undersigned represents and warrants that the undersigned is (subject to any community property laws, if applicable) the record and beneficial owner of the Shares (and Certificates relating thereto) and/or Company Warrants. The undersigned represents that it has all requisite power and authority or, if the undersigned is an individual, legal capacity, to execute and deliver this Letter of Transmittal and to perform his, her or its obligations under this Letter of Transmittal.

The undersigned represents and warrants that the information provided by the undersigned in the Letter of Transmittal submitted to the Paying Agent is true, correct and complete. In the event of any changes to such information, the undersigned shall execute and deliver an updated Letter of Transmittal to the Paying Agent as soon as possible. Parent and the Paying Agent shall not be responsible for any inaccuracy in the information provided by the undersigned in the Letter of Transmittal submitted to the Paying Agent.

The undersigned is strongly urged to consult with legal, tax or financial advisor(s) of the undersigned's choosing regarding the consequences to the undersigned of the Merger, the Merger Agreement and the undersigned's execution of this Letter of Transmittal and acknowledges that the undersigned (a) availed himself, herself or itself of such right and opportunity (to the extent that the undersigned so desired); (b) has carefully reviewed and understands the terms of the foregoing documents and the transactions contemplated thereby and deems them to be in the undersigned's best interest; and (c) is competent to execute this Letter of Transmittal free from coercion, duress or undue influence.

Please issue the payment to which the undersigned is entitled in the name set forth and deliver such payment by the method set forth, unless otherwise indicated.

PLEASE CAREFULLY READ THE ACCOMPANYING INSTRUCTIONS

DO NOT USE WHITEOUT OR CORRECTION TAPE – DO NOT CROSS OUT INCORRECT INFORMATION
CONTACT WILMINGTON TRUST, N.A. FOR ADDITIONAL COPIES OF THE LETTER OF TRANSMITTAL

DESCRIPTION OF CERTIFICATES SURRENDERED			
Name(s) of Registered Holder(s) (Please fill in, exactly as name(s) appear(s) on Certificate(s))			
Security Position(s) Surrendered (Attach additional signed list if necessary)			
CERTIFICATES			
Type of Share(s) (e.g. Common, Preferred (specify Series)) or Company Warrant(s)	**Share Certificate Number(s) or Company Warrant Number(s) (if any)**	**Check box if Lost/Misplaced** (See Instruction 10)	**Number of Shares Represented by Certificate(s) or Company Warrant(s)**
		☐	
		☐	

COMPLETE ONLY ONE OF THE PAYMENT INSTRUCTION SECTIONS BELOW

CHECK PAYMENT INSTRUCTIONS

If you wish to have cash consideration to be issued to you in the Merger (as defined herein) sent by **check**, please complete the remainder of this Letter of Transmittal and provide mailing address instructions below.

Address _____

City, State, Zip _____

Country _____

WIRE PAYMENT INSTRUCTIONS

If you wish to have cash consideration to be issued to you in the Merger (as defined herein) sent by **wire transfer**, please complete the remainder of this Letter of Transmittal and provide wire instructions below or include such instructions herewith. ***For international wires, please provide the SWIFT code (BIC) in the Fedwire ABA Number field and the complete IBAN in the Account Number field, if available.***

Bank Name _____

Fedwire ABA Number* _____

Account Name** _____

Account Number _____

FFC Account Name (if applicable) _____

FFC Account Number (if applicable) _____

Bank Contact/Telephone Number _____

SWIFT Code (if applicable/foreign) _____

IBAN (if applicable/foreign) _____

By completion of Wire Payment Instructions, the registered holder(s) hereby agree(s) that the above wire instructions are true and correct and by endorsing this Letter of Transmittal, the person authorized to act on behalf of this account is directing Wilmington Trust, N.A. as Paying Agent to make payment of the merger consideration represented by this Letter of Transmittal to the bank account listed above.

*Please provide valid Fedwire ABA (Check validity here: http://www.fedwiredirectory.frb.org/search.cfm). The ABA Routing Number for "incoming FED WIRES" is in many times different than the ABA Routing Number used for direct deposit or the ABA Routing Number on the bottom of your check or deposit slip. Please always check with your bank to obtain the correct ABA Routing Number and wire instructions.

**Please provide the name on the account not the type of account
(If wire is to be issued to an account in a name other than that set forth in the description of shares surrendered box above, See Instructions 3, 4, 5 and 7)

SPECIAL PAYMENT/DELIVERY INSTRUCTIONS

(See Instructions 3, 4, 5, 7 and 11)

If you wish to have cash consideration to be issued in a name other than that of the registered holder and sent by check, please complete the remainder of this Letter of Transmittal and provide the payment instructions below.***

Payee Name _____

Address _____

City, State, Zip _____

Country _____

Taxpayer Identification Number**** _____

***Requires signature guarantee. See Instruction No. 3 to this Letter of Transmittal.

****Fill in Taxpayer Identification Number of Payee (Social Security Number, Employer Identification Number or Individual Taxpayer Identification Number). See Instruction 11 to this Letter of Transmittal.

IMPORTANT - SECURITYHOLDER SIGNATURE PAGE

Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) and/or Company Warrant(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. Signature below certifies that no language alterations have been made in any way to this form of Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 4. (For information concerning signature guarantees see Instruction 3.)

Dated _____

Sign Here X_____

(Signature(s) of Owner(s))

Name(s) _____

(Please Print)

Capacity _____

(See Instruction 4)

Address _____

Area Code & Telephone No. _____

Email Address _____

(Complete the IRS Form W-9 contained herein or applicable version of IRS Form W-8. See instruction 11.)

STOP – CAREFULLY REVIEW INSTRUCTION 3 PRIOR TO COMPLETING REMAINDER OF PAGE

SIGNATURE GUARANTEE

(This section should be completed by the individual applying the MSG Stamp)

(Apply Medallion Signature Guarantee Stamp Here)

INSTRUCTIONS

*1. Delivery of Letter of Transmittal, Certificate(s).*This Letter of Transmittal filled in and signed, must be used in connection with the delivery and surrender of the Certificate(s) and/or Company Warrant(s). This Letter of Transmittal and the Certificate(s) and/or Company Warrant(s) must be received by the Paying Agent, in satisfactory form, in order to make an effective surrender. Delivery of the Certificate(s) and/or Company Warrant(s) and other documents shall be effected, and the risk of loss and title to the Certificate(s) and/or Company Warrant(s) shall pass, only upon proper delivery of this Letter of Transmittal and the Certificate(s) and/or Company Warrant(s), as applicable, to the Paying Agent. The method of delivery of this Letter of Transmittal and the Certificate(s) and/or Company Warrant(s), as applicable, and other documents is at the election and risk of the stockholder, as the case may be. If such delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. Surrender may be made by mail, by hand or by overnight courier to Wilmington Trust, N.A., as Paying Agent, at the address shown above.

2. Terms of Conversion of the Shares and Company Warrants. Each Share and/or Company Warrant owned (as shown in the box on the third page of this Letter of Transmittal) will be converted at the Effective Time of the Merger into the right to receive the applicable consideration amounts payable pursuant to the Merger Agreement, without interest and subject to applicable escrow and withholding contemplated by the Merger Agreement, all as set forth in the Merger Agreement and the Escrow Agreement.

3. Guarantee of Signature. The Certificate(s) and/or Company Warrant(s) need not be endorsed and stock powers and signature guarantees are unnecessary unless (a) the Certificate(s) and/or Company Warrant(s) is(are) registered in a name other than that of the person surrendering the Certificate(s) and/or Company Warrant(s) or (b) such registered holder completes the Special Payment/Delivery Instructions or requests payment to a name other than the registered holder. In the case of (a) above, any such Certificate(s) and/or Company Warrant(s) must be duly endorsed or accompanied by, in the case of Certificate(s), a properly executed stock power with the signature on the endorsement or stock power and in all cases on the Letter of Transmittal guaranteed by a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (each, an "Eligible Institution"). In the case of (b) above, only the signature on the Letter of Transmittal should be similarly guaranteed.

4. Signatures on Letter of Transmittal and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares (and Certificates relating thereto) and/or Company Warrants surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificate(s) and/or Company Warrant(s) without alteration, enlargement or any change whatsoever. If any of the Shares (and Certificates relating thereto) and/or Company Warrants surrendered hereby are registered in different names on several Certificates and/or Company Warrants, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates and/or Company Warrants.

If any of the Shares (and Certificates relating thereto) surrendered hereby are held of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Parent and the Company of the authority of such person so to act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares (and Certificates relating thereto) listed and surrendered hereby, no endorsements of Certificates or separate stock powers are required unless payment is to be issued in the name of a person other than the registered holder(s) (in which case the signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution).

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares evidenced by Certificates listed and surrendered hereby, the Certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificates. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution. A guarantee is a form of signature verification which can be obtained through an eligible financial institution such as a commercial bank, trust company, securities broker/dealer, credit union or savings institution participating in a Medallion program approved by the Securities Transfer Association.

5. Transfer Taxes. All applicable Transfer Taxes payable in connection with the transfer of Shares and/or Company Warrants pursuant to the Merger shall be paid in accordance with the terms of the Merger Agreement. In the event that any Transfer Taxes become payable by reason of the payment of the Merger Consideration in any name other than that of the registered holder, such transferee or assignee must pay such Transfer Tax or establish that such Transfer Tax has been paid or is not applicable.

6. Validity of Surrender, Irregularities. All questions as to validity, form and eligibility of any surrender of Shares (and Certificates relating thereto) and/or Company Warrants hereby will be determined by Parent (which may delegate power in whole or in part to the Paying Agent), and such determination shall be final and binding. Parent reserves the right to waive any irregularities or defects in the surrender of any Shares (and Certificates relating thereto) and/or Company Warrants, and its interpretations of the terms and conditions of the Merger Agreement and of this Letter of Transmittal (including these instructions) with respect to such irregularities or defects shall be final and binding. A valid surrender will not be deemed to have been made until all irregularities have been cured or waived.

7. Special Payment and Delivery Instructions. Indicate the name and address to which payment for the Shares (and Certificates relating thereto) and/or Company Warrants is to be sent if different from the name or address of the person(s) signing this Letter of Transmittal.

8. Requests for Information or Additional Copies. Information and additional copies of this Letter of Transmittal and the Merger Agreement may be obtained from the Paying Agent by writing to the address on the front of this Letter of Transmittal.

9. Inadequate Space. If the space provided on this Letter of Transmittal is inadequate, the Certificate and/or Company Warrant numbers and number of Shares should be listed on a separate signed schedule affixed hereto.

*10. Letter of Transmittal Required; Surrender of Certificate(s) or Lost Certificate(s).*You will not receive any cash for your Shares (and Certificates relating thereto) and/or Company Warrants unless and until you deliver this Letter of Transmittal duly completed and signed, to the Paying Agent, together with the Certificate(s) representing such Shares and/or the Company Warrants, and any required accompanying evidences of authority in form satisfactory to the Company. If the Certificate(s) and/or Company Warrant(s) has (have) been lost or destroyed,

such fact should be indicated on the face of this Letter of Transmittal. In such event, the Paying Agent will forward additional documentation and instructions necessary to be completed in order to effectively surrender the Shares (and Certificates relating thereto) and/or Company Warrants represented by such lost or destroyed Certificate(s) and/or Company Warrant(s) (including instructions relating to payment by the holder of such lost or destroyed Certificate(s) and/or Company Warrant(s) of an indemnity/surety bond fee equal to the greater of (a) 2% of the cash value of the Shares represented by such Certificate(s) and/or the Company Warrants and (b) $150.00). No interest will be paid on amounts due for the Shares (and Certificates relating thereto) and/or Company Warrants.

11. Important Tax Information. Payments under the Merger Agreement may be subject to information reporting and backup withholding of U.S. federal income tax at a rate of 24%. To avoid backup withholding and penalties, each U.S. Securityholder surrendering Shares (and Certificates relating thereto) and/or Company Warrants for payment ("Payee") should complete and return the attached Internal Revenue Service ("IRS") Form W-9, certifying that such Payee is a U.S. person, that the taxpayer identification number ("TIN") provided is correct, and that such Payee is not subject to backup withholding. U.S. Payees who are exempt from the backup withholding requirements (including certain corporations) should check the "Exempt" box on the Form W-9 in order to prevent possible erroneous backup withholding. Payees who are not U.S. persons should complete and submit an appropriate IRS Form W-8, available on the IRS website (http://www.irs.gov), to the Payment Agent, signed under penalties of perjury, attesting to the non-U.S. Payee's foreign status.

Payees who provide an incorrect TIN or fail to provide all of the information required by the applicable IRS form may be subject to backup withholding and penalties imposed by the IRS.

Backup withholding is not an additional tax. Taxpayers may be able to use amounts withheld as a credit against their U.S. federal income tax liability, if any, or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS. **PAYEES ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING COMPLIANCE WITH THE BACKUP WITHHOLDING RULES.**

Form W-9

SCHEDULE 1.1(a)

CRITICAL EMPLOYEES

REDACTED – Confidential Employee Information

SCHEDULE 1.1(b)

EXCHANGE STOCKHOLDERS

REDACTED – Confidential Investor Information

SCHEDULE 1.1(c)

IDENTIFIED STOCKHOLDERS

REDACTED – Confidential Investor Information

SCHEDULE 1.1(d)

SPECIFIED INDEBTEDNESS

27000	Credit Facility
27001	SVB - Senior LOC
27002	SVB - Mezzanine Loan
27003	BX - Term Loan
21000	MSSB - Credit Line
21500	Deferred Rent and Incentive – ST (50% of amount at Measurement Time)
27100	Deferred Rent Liability (50% of amount at Measurement Time)
27150	Lease Incentive Obligation (50% of amount at Measurement Time)
20000	Accrued IPO Costs
	Onerous lease liability
20100	Accrued capex
25000	Income taxes
20101	Accrued Interest
	Prepayment penalty
27300	Sublease deposit
10500	Bitcoin balance
	LC Fee – Agreed amount of $1,000,000

SCHEDULE 1.1(e)(i)

KEY EMPLOYEES 1

REDACTED – Confidential Employee Information

SCHEDULE 1.1(e)(ii)

KEY EMPLOYEES 2

REDACTED – Confidential Employee Information

SCHEDULE 1.1(f)

KNOWLEDGE OF THE COMPANY

REDACTED - Confidential Employee Information

SCHEDULE 1.1(g)

NET WORKING CAPITAL SCHEDULE

REDACTED – Confidential Financial Information

SCHEDULE 3.16(a)(xiii)

THIRD-PARTY CONSENTS AND NOTICES

REDACTED – Confidential Client / Counterparty Information

SCHEDULE 6.1

CONDUCT OF THE BUSINESS PENDING CLOSING

1. The Company and its Subsidiaries may communicate with third parties regarding the Agreement and the transactions contemplated by the Agreement, provided that the substance of any such communications consists of information set forth in the communications materials provided to the Company by Parent, or provided by the Company and agreed to by Parent. Such communications shall not be deemed a breach of Section 6.1, Section 6.2, Section 7.2 or Section 7.3.

SCHEDULE 6.2

RESTRICTIONS ON THE CONDUCT OF THE BUSINESS PENDING CLOSING

(e)

REDACTED – Confidential Financial Information

(g)

1. Loan and Security Agreement by and among the Company, BTO Cylance Holding – NQ LP, Blackstone Family Tactical Opportunities Investment Partnership ESC L.P. and Mendocino Capital, LLC, dated May 11, 2018.
2. Senior Loan and Security Agreement by and between the Company and Silicon Valley Bank dated September 17, 2017 and amended May 11, 2018.
3. Mezzanine Loan and Security Agreement by and between the Company and Silicon Valley Bank dated September 17, 2017 and amended May 11, 2018.

(r)

1. The Company may enter into an agreement with one or more stockholders committing the Company to arrange for representation and warranty insurance for the benefit of the Indemnitors. The Company may negotiate, assist in obtaining, fund and, if applicable, deposit cash into an account with the Representative to be used to fund the retention/deductible for such policy, and take all necessary actions related thereto. Any such policy and related fees, expense and costs shall be a Transaction Expense, if unpaid at the Closing.

SCHEDULE 6.3

PERMISSION FOR THE CONDUCT OF THE BUSINESS PENDING CLOSING

REDACTED – Confidential Employee Information

SCHEDULE 7.13

PRODUCT ENHANCEMENTS

REDACTED – Confidential Product Development Information