

AGREEMENT AND PLAN OF MERGER

DATED AS OF NOVEMBER 26, 2024

BY AND AMONG

ARGOID ANALYTICS, INC.
(A DELAWARE CORPORATION)

AMAGI CORPORATION
(A DELAWARE CORPORATION)

AMAGI MERGER SUB, INC.
(A DELAWARE CORPORATION)

AND

Gokulakannan Muralidharan, an individual
(AS STOCKHOLDER REPRESENTATIVE)

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	2
1.01 Definitions	2
1.02 Other Definitional Provisions	15
ARTICLE II THE MERGER.....	16
2.01 The Merger	16
2.02 Conversion of Capital Stock	17
2.03 Payments	17
2.04 Treatment of Restricted Shares and Options	18
2.05 Certificate of Incorporation.....	18
2.06 Bylaws	18
2.07 Directors and Officers.....	18
2.08 Withholding	19
2.09 Appraisal Rights	19
2.10 Earn-Out Payment.....	19
ARTICLE III THE CLOSING; CLOSING MERGER CONSIDERATION	23
3.01 The Closing.....	23
3.02 The Closing Transactions	23
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY	23
4.01 Organization and Corporate Power.....	24
4.02 Subsidiaries.....	24
4.03 Authorization; No Breach	25
4.04 Capital Stock.....	26
4.05 Financial Statements	28
4.06 Undisclosed Liabilities	29
4.07 Absence of Certain Changes	29
4.08 Real Property	29
4.09 Tax Matters	29
4.10 Argoid India Shareholder Tax Representations and Warranties.....	31
4.11 Contracts and Commitments.....	32
4.12 Intellectual Property.....	33
4.13 Litigation.....	36
4.14 Governmental Consents	36
4.15 Labor Relations; Employee Benefit Plans	36
4.16 Insurance	37
4.17 Assets	38
4.18 Affiliated Transactions	38
4.19 Brokerage.....	38
4.20 Permits; Compliance with Laws	38
4.21 International Trade Compliance; Sanctions.....	39
4.22 Bank Accounts	39
4.23 Suitability.....	39
4.24 CFIUS	40
4.25 Representations and Warranties with Respect to the Stockholder Representative	40
4.26 Covid Relief Program	41

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND THE MERGER SUB.....	41
5.01 Organization and Corporate Power.....	41
5.02 Authorization	41
5.03 No Violation	41
5.04 Governmental Bodies; Consents.....	41
ARTICLE VI ADDITIONAL AGREEMENTS	42
6.01 Acknowledgments	42
ARTICLE VII INDEMNIFICATION	43
7.01 Indemnification of the Indemnified Parties	43
7.02 Exclusive Remedy	43
7.03 Termination of Indemnification.....	43
7.04 Procedures Relating to Indemnification.....	44
7.05 Tax Status of Adjustment of Aggregate Merger Consideration.....	44
7.06 Survival.....	44
7.07 Set-Off	45
7.08 No Right of Contribution.....	45
ARTICLE VIII TAX MATTERS	45
8.01 Preparation and Filing of Tax Returns; Payment of Taxes	45
8.02 Allocation of Certain Taxes	45
8.03 Transfer Taxes	46
8.04 Cooperation on Tax Matters.	46
8.05 Code Section 338 Election.....	46
ARTICLE IX MISCELLANEOUS	46
9.01 Press Releases and Communications	46
9.02 Expenses	46
9.03 Notices	47
9.04 Assignment	47
9.05 Severability	48
9.06 Construction.....	48
9.07 Amendment and Waiver	48
9.08 Complete Agreement	48
9.09 Third-Party Beneficiaries.....	48
9.10 Counterparts.....	48
9.11 Governing Law; Jurisdiction.....	49
9.12 Stockholder Representative	49
9.13 Disclosure Schedules	51
9.14 Specific Performance	51
9.15 Relationship of the Parties	51

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of November 26, 2024, is made by and among (i) Argoid Analytics, Inc., a Delaware corporation (the “Company”), (ii) Amagi Corporation, a Delaware corporation (the “Purchaser”), (iii) Amagi Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Purchaser (the “Merger Sub”), and (iv) Gokulakannan Muralidharan (the “Stockholder Representative”), solely in his capacity as representative, agent and attorney-in-fact of the Stockholders (as defined herein). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article I.

WHEREAS, except as set forth on Schedule 4.02, the Company owns 100% of the issued and outstanding capital stock of Argoid Analytics Private Limited (“Argoid India”), a private company incorporated under the laws of India (on a fully-diluted basis);

WHEREAS, the Purchaser desires to acquire one hundred percent (100%) of the Company Stock on a fully-diluted basis, in a reverse subsidiary merger transaction on the terms and subject to the conditions set forth herein (and, indirectly except as set forth in Schedule 4.02, 100% of the issued and outstanding capital stock of Argoid India);

WHEREAS, the parties intend that the Merger Sub shall merge with and into the Company (the “Merger”), on the terms and subject to the conditions set forth in this Agreement and in accordance with Section 251 of the General Corporation Law of the State of Delaware (the “DGCL”), upon consummation of which the Company will be a direct, wholly-owned Subsidiary of Purchaser and, except as set forth in Schedule 4.02, Argoid India will be an indirect, wholly-owned Subsidiary of Purchaser;

WHEREAS, the parties intend for the remaining equity of Argoid India to be acquired as soon as practicable after the Effective Time in accordance with the terms of the Argoid India SPA (the “Argoid India Closing”);

WHEREAS, (a) the Board of Directors of the Company (the “Board”) has (i) determined that this Agreement, the Transaction Documents (as defined below) and the transactions contemplated hereby and thereby, including the Merger (the “Transactions”), are in the best interests of, the Company and its Stockholders, (ii) approved and declared advisable this Agreement and the execution, delivery and performance of this Agreement and the consummation of the Transactions, (iii) resolved to recommend adoption of this Agreement by the Stockholders of the Company, and (iv) directed that this Agreement be submitted to the Stockholders of the Company for their adoption by written consent, and (b) the Stockholders of the Company have adopted, by written consent by the requisite vote of the holders of each class and series of capital stock of the Company, resolutions approving this Agreement, the Transactions, and the other Transaction Documents (the effectiveness of such written consent of the Stockholders subject only to the execution of this Agreement);

WHEREAS, (a) the Purchaser has (i) determined that it is advisable and in the best interests of the Purchaser to acquire the Company by means of the Merger on the terms and subject to the conditions set forth in this Agreement, (ii) approved and declared advisable this Agreement and the execution, delivery and performance of this Agreement and the consummation of the Transactions, and (b) adopted resolutions approving this Agreement and the Transactions; and

WHEREAS, (a) the Board of Directors of the Merger Sub has (i) determined that this Agreement and the Transactions are in the best interests of Merger Sub and Purchaser, as its sole stockholder, (ii) approved and declared advisable this Agreement and the execution, delivery and performance of this

Agreement and the consummation of the Transactions, and (b) the stockholder of the Merger Sub has adopted a resolution approving this Agreement and the Transactions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

“281 Report and Section 81 Report” means a certificate from a tax practitioner acceptable to Purchaser (along with a reliance letter), certifying that there are no pending tax proceedings which could render the sale of Argoid India Sale Securities void under (i) section 281 of the (Indian) Income Tax Act or (ii) section 81 of the (Indian) Central Goods and Services Tax Act, 2017, along with the requisite screenshots (including screenshot of outstanding tax demands / e-proceedings / pending actions / for your information tab etc.) as obtained from the income-tax portal (www.incometaxindiaefiling.gov.in) and the TDS Reconciliation Analysis and Correction Enabling System (TRACES) portal which shall be annexed to the letter. The screenshots provided in the letter should not be of a date older than 10 days from the Closing Date.

“Accounting Firm” means EY or an Affiliate thereof, or, if EY is unable or unwilling to serve as the Accounting Firm, one of Deloitte, KPMG and PwC (or an Affiliate thereof), as agreed between the Purchaser and the Stockholder Representative, provided that if all of them are unable and/or unwilling to serve as the Accounting Firm, another nationally recognized independent public accounting firm as agreed between the Purchaser and the Stockholder Representative.

“Accounting Principles” means the accounting methods, policies, practices, conventions, principles, techniques and procedures, including classification, categorizations, assumptions, valuation and estimation methodology used by the Purchaser or any of its applicable Affiliates from time to time (including any internally defined pricing mechanism used in connection with the allocation of revenue among products).

“Additional Merger Consideration” means the (a) Argoid U.S. Tranche 1 Net Earn-Out Payment, and (b) the Argoid U.S. Tranche 2 Net Earn-Out Payment, as applicable.

“Adjusted Closing Net Liabilities” means \$400,000, being an amount equal to (a) the June 30 Statement Amount, *plus* (b) any accrued and unpaid Liabilities of the Company or Argoid India not included in the June 30 Statement Amount, determined as of the Closing Date, including accrued but unpaid wages or other benefits (but excluding any Liabilities incurred in the Ordinary Course of Business for the period between July 1, 2024 and the Closing Date, solely to the extent such Liabilities are of the same type of the current Liabilities set forth on the June 30 Statement, and excluding any amounts advanced under the Advance Agreement for the period between July 1, 2024 and the Closing Date), *minus* (c) any Cash received by the Company since July 1, 2024 for any revenue of the Company or Argoid India earned prior to July 1, 2024 (as determined in accordance with U.S. GAAP or Indian GAAP, respectively), so long as such Cash has not been used to pay for expenses incurred during the period prior to July 1, 2024.

“Advance Agreement” means that certain Advance Agreement dated July 1, 2024, by and between the Company and the Purchaser, as amended and/or modified on September 13, 2024.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Aggregate Merger Consideration” means (a) the Closing Merger Consideration, *plus* (b) the aggregate amount of the Additional Merger Consideration, if any.

“Agreement” is defined in the Preamble.

“AI” means artificial intelligence.

“AI Inputs” means any and all data, content, or materials of any nature (including text, numbers, images, photos, graphics, video, audio, or computer code) used to train, validate, test, improve, or deploy any AI Technology.

“AI Technology” means any and all machine learning, deep learning, and other AI technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all Software implementations of any of the foregoing, and related hardware or equipment.

“Amagi India” means Amagi Media Labs Private Limited, a company incorporated in India.

“Amended and Restated Charter” means the Company’s Fourth Amended and Restated Certificate of Incorporation, filed on January 24, 2024, with the Secretary of State Division of Corporations of the State of Delaware as set forth on Exhibit C-1.

“Amendment” is defined in Section 2.05.

“Anti-Bribery or Export Laws” is defined in Section 4.21(c).

“Applicable Per Share Portion” means, for each class and series of each share of Company Stock, in respect of: (i) the Closing Merger Consideration, the per share portion of the Closing Merger Consideration payable thereon as set forth on the Closing Merger Consideration Schedule attached hereto as Schedule A in accordance with Sections 2.02 and 2.03 or (ii) any Additional Merger Consideration, the per share portion of any such Additional Merger Consideration payable thereof as determined in accordance with Sections 2.03 and 2.10.

“Argoid India” is defined in the Recitals.

“Argoid India Closing” is defined in the Recitals.

“Argoid India Closing Date” means the date of the Argoid India Closing.

“Argoid India Sale Securities” means 14 equity shares and 3,214 preference shares of Argoid India which, prior to consummation of the sale of such securities contemplated by the Argoid India SPA, are held by the Argoid India Shareholders.

“Argoid India Shareholder Default” means a failure of the Argoid India Closing to be consummated in accordance with the terms of the Argoid India SPA due to a breach of any condition precedent or representation or warranty made by any Argoid India Shareholder or any failure by any Argoid India Shareholder to satisfy any obligations under the Argoid India SPA.

“Argoid India Shareholders’ Agreement” is defined in Section 1.01(a).

“Argoid India SPA” means that certain share purchase agreement dated November 26, 2024, by and among Argoid India, the Purchaser and the Company, on the one hand, and Lead Angels Fund, InnovationQore LLP and YourNest India VC Fund (the “Argoid India Shareholders”), on the other hand, pursuant to which, among other things, the Company will acquire shares in Argoid India pursuant to and in accordance with the terms and conditions set forth therein.

“Argoid U.S. Allocation” means 56.9727%, until the aggregate amount of any Net Earn-Out Payments equals \$1,211,419, and 85.1362% for any aggregate amount of Net Earn-Out Payments in excess of \$1,211,419.

“Argoid U.S. Net Earn-Out Payment” is defined in Section 2.10(c)(ii).

“Argoid U.S. Tranche 1 Net Earn-Out Payment” is defined in Section 2.10(c)(ii).

“Argoid U.S. Tranche 2 Net Earn-Out Payment” is defined in Section 2.10(c)(iii).

“Associate” means, with respect to any Person: (a) any corporation, partnership, joint venture or other entity of which such Person is an officer or partner or is, directly or indirectly, through one or more intermediaries, the beneficial owner of ten percent (10%) or more of: (i) any class or type of equity securities or other profits interest; or (ii) the combined voting power of interests ordinarily entitled to vote for management or otherwise; and (b) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity.

“Audited Financial Statements” is defined in Section 4.05(a)(iii).

“Board” is defined in the Recitals.

“Business Day” means any day other than a Saturday, Sunday, or a day on which all banking institutions of New York, New York or Bengaluru, India, are authorized or obligated by Law or executive order to close.

“Cash” means, as of a given time, an amount equal to the aggregate amount of all cash and cash equivalents of the Company or Argoid India determined in accordance with the Accounting Principles; provided that that “Cash” shall be reduced by (a) Restricted Cash, (b) checks and drafts issued by the Company or Argoid India, which checks or drafts have not been cleared and (c) pending electronic debits by the Company or Argoid India.

“Certificate of Merger” means the certificate of merger in the form of Exhibit A.

“Claim” means any claim, action, cause of action, demand, lawsuit, arbitration, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, inquiry, review, investigation or request for information, whether at law or in equity, including before or by any court, arbitrator, panel or other Governmental Body.

“Claim Discussion Period” is defined in Section 7.04(b).

“Claim Notice” is defined in Section 7.04(a).

“Closing” is defined in Section 3.01.

“Closing Date” is defined in Section 3.01.

“Closing Merger Consideration” means \$1,631,983

“Closing Merger Consideration Schedule” means the Closing Merger Consideration Schedule attached to this Agreement setting out the Closing Merger Consideration to be paid to each Stockholder pursuant to Section 2.02.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Stock” means common stock of the Company, par value \$0.00001 per share.

“Company” is defined in the Preamble.

“Company AI” is defined in Section 4.12(k).

“Company AI Products” means all products and services that are offered as of the date of this Agreement, licensed, sold, distributed, hosted, or otherwise made commercially available, or are under development, by or on behalf of the Company or Argoid India, that incorporate or employ any AI Technology, including the Target Products.

“Company Benefit Plan” means (a) any employee benefit plan, agreement, arrangement, program, policy or practice, including without limitation, any “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, any equity or equity-based compensation, deferred compensation, pension, retirement, savings, bonus, profit sharing, incentive compensation, retention, change-in-control, health and welfare, severance, plan, agreement, arrangement, program, policy or practice, and (b) any employment, consulting, indemnification or other individual services agreement, which in the case of each of clauses (a) and (b), is sponsored or maintained by the Company or Argoid India, or to which the Company or Argoid India contributes or is required to contribute, on behalf of current or former employees, officers, independent contractors or directors of the Company or Argoid India (or their spouses, beneficiaries or dependents), or with respect to which the Company or Argoid India has or may have any liability.

“Company Contract” means any Contract to which the Company (or, following the Effective Time, the Surviving Corporation) or Argoid India is a party or by which the Company (or, following the Effective Time, the Surviving Corporation) or Argoid India or any of their respective properties are bound.

“Company Documents” is defined in Section 4.03(a).

“Company Intellectual Property” means, collectively, all Owned Intellectual Property and all Licensed Intellectual Property.

“Company Source Code” is defined in Section 4.12(i).

“Company Stock” means shares of the Common Stock and Preferred Stock.

“Confidential Intellectual Property” means (a) all confidential, proprietary, non-public or sensitive Proprietary Information constituting Company Intellectual Property, and (b) any Personal Data of any Person in the possession, custody or control of the Company or Argoid India or with respect to which the Company or Argoid India has access.

“Contract” means any contract, agreement, document, indenture, note, bond, mortgage, loan, instrument, lease, license, employee benefit or welfare plan or other business or commercial arrangement (in each case, including any extension, renewal, amendment or other modification thereof), whether written or oral, to which any Person or assets is bound.

“COVID Relief Programs” means, collectively, the U.S. Coronavirus Aid, Relief, and Economic Security Act, the Families First Coronavirus Response Act, or any similar applicable federal, state or local Law, as may be amended (including IRS Notice 2020-65 and the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster issued on August 8, 2020 and the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021), the Families First Coronavirus Response Act, the Paycheck Protection Program Flexibility Act, any rules and regulations of the U.S. Small Business Association, the U.S. Department of the Treasury or any public health agency and any applicable Law in connection with the COVID-19 pandemic, and all FAQs or Interim Final Rules issued by any Government Authority related thereto.

“Data Activities” means any operation or set of operations that is performed upon or in connection with Personal Data, whether or not by automatic means, including collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure or destruction.

“DGCL” is defined in the Recitals.

“Disclosure Schedules” is defined in Article IV.

“Dissenting Shares” is defined in Section 2.09.

“Earn-Out Payment” is defined in Section 2.10(c)(i)

“Effect” is defined in the definition of “Material Adverse Change”.

“Effective Time” is defined in Section 2.01(a).

“Electronic Delivery” is defined in Section 9.10.

“Equity Interests” means (a) any capital stock, share, partnership or membership interest, limited liability company interest, unit of participation or other similar interest (however designated) in any Person, and (b) any option, warrant, purchase right, conversion right, exchange rights or other similar right, contract, instrument or arrangement which would entitle any Person to acquire any such interest in such Person or otherwise entitle any Person to share in the equity, profit, earnings, losses or gains of such Person (including stock appreciation, phantom stock or equity, profit participation, liquidity event participation or other similar rights).

“ERISA” means the Employee Retirement Income Security Act of 1974 and the regulations issued thereunder, in each case, as amended from time to time.

“ERISA Affiliate” means any trade or business, whether or not incorporated, which together with the Company or Argoid India would be deemed a “single employer” within the meaning of Section 4001 of ERISA or Section 414(b), (c), (m) or (o) of the Code.

“Executive Employment Agreements” means each of the Executive Employment Agreements of even date herewith between the Company or another entity that, upon the Effective Time, will be an Affiliate of the Company (such entity determined by the Purchaser, in its discretion) and each of the Key Employees.

“FBAR” means FinCEN Form 114.

“Final Revenue Report” is defined in Section 2.10(b).

“Financial Statements” is defined in Section 4.05(a).

“Founders” means each of Messrs. Gokulakannan Muralidharan, Chackaravarthy Esakkimuthu and Soundararajan Velu.

“fraud” means, common law fraud, the elements of which are set forth in *Abry Partners V, L.P. v. F&W Acquisition LLC*, 891 A.2d 1032 (Del. Ch. 2006).

“Governmental Body” means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, provincial, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal).

“Holdback Amount” means \$100,000.

“Incentive Plan” means the Argoid Analytics, Inc. 2018 Stock Incentive Plan.

“Income Taxes” mean the United States federal income Tax and any United States state or local or Indian or other non-U.S. net or gross income Tax or any franchise or business profits Tax incurred in lieu of a Tax on net income, but for the avoidance of doubt, excluding sales, use and similar Tax.

“Indebtedness” of any Person means, without duplication (a) all indebtedness for borrowed money of, or advances to, such Person (whether secured or unsecured), or indebtedness or advances issued or incurred in substitution or exchange for indebtedness for borrowed money or advances, (b) all notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money of such Person, including all obligations evidenced by notes, bonds, debentures, mortgages or other similar instruments, (c) all obligations of such Person in respect of the deferred purchase price of property or services, including earn-out or similar contingent arrangements, (d) all obligations of such Person under capital leases, purchase money obligations or surety bonds, (e) all outstanding obligations in respect of dividends or other distributions (in cash or in kind) with respect to any equity securities in such Person, (f) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, to the extent drawn, and letters of guaranty, (g) guaranties by such Person securing obligations of others including those of the type described in any of the foregoing items, (h) all Liabilities for such Person arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates, (i) any deferred purchase price Liabilities related to past acquisitions of such Person, (j) any bonuses, success fees,

or severance payments, change of control, retention or other compensatory payments payable to any current or former director, officer, or employee of such Person, and (k) any prepayment premiums, accrued interest, fees and expenses relating to any of the foregoing items.

“Indemnified Parties” is defined in Section 7.01.

“Indemnified Taxes” means (a) any and all Taxes due and payable by or with respect to the Surviving Corporation, the Company or Argoid India for or with respect of any Pre-Closing Tax Period, (b) any Taxes of or with respect to Surviving Corporation, the Company or Argoid India under Treasury Regulations Section 1.1502-6 or as a result of being a member of an affiliated, consolidated, combined, unitary or similar group on or prior to the Closing Date (or with respect to any Taxes of or with respect to Argoid India, the Argoid India Closing Date); (c) any Taxes of any Person imposed on the Surviving Corporation, the Company or Argoid India as an indemnitor, agent, transferee or successor, or by Contract (for Taxes imposed by Contract, only Taxes for a Pre-Closing Tax Period), under applicable Law or otherwise, which Tax is related to the operations of the Company on or prior to the Closing Date (or with respect to Argoid India, the Argoid India Closing Date); (d) any and all Taxes imposed on or with respect to amounts payable pursuant to this Agreement or any Transaction Documents or required to be withheld or deducted from such amounts (including Taxes arising as result of the failure to withhold or deduct from such amounts), and (e) any Transfer Taxes borne by Stockholders pursuant to Section 8.03 and (f) any Taxes arising on account of Purchaser being regarded as an representative assessee, including pursuant to section 163 of the (Indian) Income Tax Act, 1961.

“Indemnifying Parties” is defined in Section 7.02.

“Indian GAAP” means Indian generally accepted accounting principles, consistently applied in accordance with Argoid India’s past practices.

“Insider” means any director or officer of the Company or Argoid India, any Key Employee, and any Affiliate, Associate or Relative of any of the foregoing Persons.

“Insurance Policies” means policies of title, property, fire, casualty, liability, life, business interruption, product liability, sprinkler and water damage, workmen’s compensation, libel and slander, and other forms of insurance of any kind relating to the business and operations of the Company or Argoid India.

“Intellectual Property” means the following as such may exist or be created in any jurisdiction worldwide (a) all trademarks, service marks, trade names, business names, corporate names, trade dress, look and feel, product and service names, logos, brand names, slogans, 800 numbers, Internet domain names, URLs, social media usernames, handles, hashtags and account names, symbols, emblems, insignia and other distinctive identification and indicia of source of origin, whether or not registered, including all common law rights thereto, and all applications and registrations therefor, and all goodwill associated with any of the foregoing and/or the business connected with the use of and symbolized by the foregoing; (b) all copyrights, author’s rights, moral rights and copyrightable subject matter and all other works of authorship, whether or not published and whether or not registered, and all applications and registrations therefor; (c) all patents, applications for patents and statutory invention registrations, including reissues, divisions, provisionals, non-provisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of the foregoing; (d) all Software; (e) all mask works, mask work registrations and applications for mask work registrations; (f) all designs, design registrations, design registration applications and integrated circuit topographies; (g) all rights in databases and data collections (including design databases, knowledge databases and customer databases); (h) all trade secrets and confidential or proprietary information, including inventions (whether patentable or unpatentable and whether or not

reduced to practice), know-how, testing information, processes and techniques, research and development information, methods, formulations, drawings, specifications, designs, algorithms, proposals, financial information, improvements, discoveries, ideas, developments, data, processes, techniques, manuals, instructions, blueprints, plans, descriptions, financial, technical, marketing and business data, sales, pricing and cost information, vendor, customer, distributor, end user and supplier lists, Personal Data, prospect lists, projections, analyses and copies and tangible embodiments of all of the foregoing, in whatever form or medium ("Proprietary Information"); (i) all other proprietary information and intellectual property in all forms and media, and all goodwill associated therewith, and whether or not subject to patent, copyright, trademark, design or other intellectual property registration or classification, now known or hereafter recognized in any jurisdiction worldwide; (j) all rights pertaining to the foregoing, including those arising under international treaties and convention rights; and (k) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof).

"Interim Revenue Report" is defined in Section 2.10(a).

"Investor Rights Agreement" means the Second Amended and Restated Investor Rights Agreement of the Company dated as of January 25, 2024.

"IP Assignment Agreements" is defined in Section 4.12(e).

"June 30 Statement" means the Company's statement reflecting its consolidated net liabilities as of June 30, 2024 attached hereto as Schedule B. For purposes hereof, "June 30 Statement Amount" means the consolidated net liabilities as reflected on the June 30 Statement (i.e., \$302,716).

"Key Employees" means Gokulakannan Muralidharan, Chackaravarthy Esakkimuthu, Soundararajan Velu, Petchiappan Alias Jeyaraj S, Deepak Rajwani and Aravind S.

"Knowledge" means, with respect to the Company, the actual knowledge of any of the Key Employees and the directors of the Company and Argoid India, in each case of the Key Employees, after due inquiry of such person's direct reports.

"Last Calendar Month Billed MRR" means the Recurring Revenue for the calendar month ended November 30, 2026.

"Law" means any law, rule, regulation, Order, or other pronouncement having the effect of law of any Governmental Body.

"Letter of Transmittal" means a letter of transmittal in the form of Exhibit B.

"Liability" means any and all debts, liabilities (including Tax liabilities), commitments and other obligations, whether accrued or otherwise, known or unknown, fixed or contingent, matured or unmatured, determined or determinable, direct or indirect or due or to become due, including those arising under any claim, Law, Order or Contract.

"Licensed Intellectual Property" means all Intellectual Property used or held for use by the Company or Argoid India that is licensed, made available or otherwise shared or committed by any Person other than the Company or Argoid India.

“Liens” means any lien (statutory or other), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, conditional sale or other title retention agreement, or other security agreement, security interests, charges or encumbrances.

“Losses” is defined in Section 7.01.

“Material Adverse Change” means any effect, change, event, occurrence, state of facts or matters action, omission, development or circumstance (any such item, an “Effect”) that, individually or in the aggregate, has had or would reasonably be likely to have, a material adverse effect on the financial condition, assets, liabilities, business or results of operations of the Company and Argoid India, taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the other Transaction Documents, other than, with respect to clause (a) of this definition, any Effect to the extent resulting from: (i) any change in interest rates or general economic conditions; (ii) any change that is generally applicable to the industries in which the Company or Argoid India operates; (iii) any national or international political event or occurrence, including acts of war or terrorism; or (iv) any failure by the Company or Argoid India to meet any projections, forecasts or estimates of revenue or earnings (it being understood that this clause (iv) shall not prevent a determination that any change, effect, event, occurrence, circumstance, state of facts or development underlying such failure to meet projections, forecasts or estimates has resulted in a Material Adverse Change (to the extent the effect(s) of such change, event, occurrence or development is not otherwise excluded from this definition of Material Adverse Change)); provided, however, that, in the case of the foregoing clauses (i) through (iii), if such effect disproportionately affects the Company and/or Argoid India as compared to other Persons or businesses that operate in the industry in which the Company and Argoid India operate, then the disproportionate aspect of such effect may be taken into account in determining whether a Material Adverse Change has occurred or will occur.

“Merger” is defined in the Recitals.

“Merger Sub” is defined in the Preamble.

“Merger Sub Documents” is defined in Section 5.01.

“Net Earn-Out Payment” is defined in Section 2.10(c)(ii).

“Non-Recourse Party” means, with respect to a party, any of such party’s former, current and future equityholders, controlling Persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equity holder, controlling Person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing).

“Optionholders” means each holder of Options (whether vested or unvested).

“Options” means all options (whether vested or unvested) to acquire shares of Company Stock granted prior to the Effective Time pursuant to the terms and conditions of the Incentive Plan that are issued and outstanding as of immediately prior to the Effective Time.

“Order” means any permanent or temporary order, injunction, judgment, decree, ruling, award, writ, assessment, stipulation, determination, consent order or arbitration award of a Governmental Body, including being enjoined or barred from engaging in or continuing any conduct or practice.

“Ordinary Course of Business” means, with respect to an action taken by a Person:

(a) such action is consistent with the past practices of such Person and is taken in the ordinary and usual course of the normal day-to-day operations of such Person, as applicable, in accordance with sound and prudent business practice, and, to the extent such action involves the entering into Contracts, such Contracts are negotiated on an arm's length basis;

(b) such action is not required to be authorized by the board of directors (or similar governing body) or equity holders of such Person (or by any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the parent company (if any) of such Person; and

(c) with respect to the Company and Argoid India, such action does not violate any Law. For the avoidance of doubt, actions taken with respect to the negotiation, execution and performance of this Agreement (including any Transaction Expenses incurred in connection herewith), shall not constitute the "Ordinary Course of Business."

"Owned Intellectual Property" means all Intellectual Property that is owned or purported to be owned, in whole or in part, by the Company or Argoid India.

"Permit" means any license, franchise, permit, accreditation, certification, registrations consent, approval, certificate or other similar authorization issued by, or otherwise granted by, any Governmental Body to which or by which a Person is subject or bound or to which or by which any property, business or operation of such Person is subject or bound.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

"Personal Data" means any information which, whether alone or in combination with other information, identifies or is associated with an identified natural Person.

"Pre-Closing Charter" is defined in Section 2.05.

"Pre-Closing Tax Period" means (i) with respect to the Company and the Surviving Corporation, any Tax period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Tax period ending on the Closing Date, and (ii) with respect to Argoid India, any Tax period ending on or before the Argoid India Closing Date and, with respect to a Straddle Period, the portion of such Tax period ending on the Argoid India Closing Date.

"Preferred Stock" means the preferred stock of the Company, par value \$0.00001 per share, comprised of the following series: Series Seed Preferred Stock, Series Seed-1 Preferred Stock, Pre-Series A Preferred Stock and Pre-Series A-1 Preferred Stock, each as defined in the Pre-Closing Charter.

"Privacy Agreements" means data and privacy related policies (e.g., privacy policies, acceptable use policies, terms of service, etc.) and other Contracts in effect between the Company or Argoid India, on the one hand, and any customers, clients, licensees, end users or other Persons that are applicable to or otherwise implicate the collection, protection, storage, processing, transfer, administration, review, monitoring, use and/or disclosure of Personal Data, on the other hand.

"Privacy Laws" means all Laws concerning or otherwise applicable to the collection, protection, storage, processing, transfer, administration, review, monitoring, use or disclosure of Personal Data.

“Proprietary Information” means all trade secrets and confidential or proprietary information, including inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, testing information, processes, techniques, scripts, algorithms, APIs, subroutines, development tools, research and development information, specifications, designs, algorithms, plans, proposals, improvements, discoveries, ideas, developments, financial, technical, marketing and business data, sales, pricing and cost information, vendor, customer, distributor, end user, prospect and supplier lists, Personal Data and Software, and copies and tangible embodiments of all of the foregoing, in whatever form or medium.

“Purchaser” is defined in the Preamble.

“Purchaser Documents” is defined in Section 5.01.

“Recurring Revenue” means recurring revenue billed by the Purchaser or any of its Affiliates (including the Surviving Corporation or Argoid India) for the supply of Target Products over the applicable period. If a Target Product is bundled with any other products, features, or services (including customer support services or e-commerce services), only the recurring billed revenue attributable to the supply of Target Products shall count towards the calculation of Recurring Revenue (such calculation to be made in accordance with the relevant Accounting Principles in effect as of such date).

“Registered Owned Intellectual Property” means Owned Intellectual Property issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Governmental Body, Internet domain name registrar or other authority.

“Related Party Agreement” means any Company Contract with any Insider of the Company or Argoid India (other than (a) normal advances to employees for business travel in the Ordinary Course of Business, (b) payment of compensation for employment to employees, officers and directors in the Ordinary Course of Business, and (c) participation by employees, officers and directors in any Company Benefit Plans).

“Relative” of a Person means such Person’s spouse, such Person’s parents, sisters, brothers, lineal descendants and the spouses of the foregoing, and any member of the immediate household of such Person.

“Representative” of any Person means such Person and such Person’s trustees, shareholders, members and other equityholders, and the respective officers, directors, employees, agents, counsel, accountants, financial advisors, consultants, legal counsel and other representatives of the foregoing, including, in the case of the Company, each Stockholder.

“Representative Losses” is defined in Section 9.12(b).

“Resolved Claims” means Claims under Section 7.01 that, as of the applicable date, have been resolved (either through a judicial determination by a court of competent jurisdiction in a final, non-appealable judgment, by settlement, by mutual agreement of the Stockholders’ Representative and the Purchaser, by a decision of the Purchaser to pay the full or a partial amount of such Claim (and notice of each such decision shall be provided by Purchaser to the Stockholder Representative), or otherwise).

“Restricted Cash” means any Cash the use of which is restricted by Law, Contract, or other judicial or regulatory restraint, including (a) any deposits with third parties and (b) Cash that is collateralizing or required to collateralize or otherwise reserved or set aside (or required to be reserved or

set aside) in respect of letters of credit, performance bonds, guarantees or similar arrangements or otherwise subject to a Lien.

“Restricted Shares” means an award of restricted stock with respect to Common Stock.

“Revenue Objection Notice” is defined in Section 2.10(b)(ii).

“Review Period” is defined in Section 2.10(b)(ii).

“Right of First Refusal Agreement” means that certain Second Amended and Restated Right of First Refusal and Co-Sale Agreement of the Company dated as of January 25, 2024.

“Sanctioned Country” means, at any time, (a) any country, region or territory that is the subject or target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic), (b) the Russian Federation, (c) the Republic of Belarus and (d) Venezuela.

“Sanctioned Person” means (i) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, (ii) any Person operating, organized or resident in a Sanctioned Country, (iii) the government of a Sanctioned Country or (iv) any Person 50% or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union or His Majesty’s Treasury in the United Kingdom.

“Schedule” is defined in Article IV.

“Securityholders” means the Stockholders and Optionholders.

“Software” means all (a) computer software, programs, applications, scripts, middleware, firmware, interfaces, tools, operating systems, software code of any nature, and any derivations, updates, enhancements and customizations of any of the foregoing; (b) electronic data, databases and data collections; and (c) documentation and training materials related to any of the foregoing.

“Stockholder” means each holder of certificates representing Company Stock.

“Stockholder Approval” is defined in Section 3.02(c).

“Stockholder Representative” is defined in the Preamble.

“Straddle Period” is defined in Section 8.02(b).

“Subsidiary” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one (1) or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association or other business entity of which a majority of the partnership or

other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one (1) or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity.

“Surviving Corporation” is defined in Section 2.01(a).

“Target Products” means the (i) AI FAST Co-planner, (ii) AI-driven Recommendation Engine, and (iii) Smart Search Discovery Engine (as such products may be enhanced or updated following the Effective Time).

“Tax” or “Taxes” shall include (i) without limitation all United States federal, state or local taxes, all Indian taxes (direct or indirect taxes) or taxes of any other jurisdiction, and other charges, levies, duties, or assessments of any kind whatsoever (whether imposed directly or through withholding), including without limitation, income tax, franchise or doing business tax, business or occupation tax, branch profits tax, withholding tax, dividend distribution tax, capital gains tax, angel tax, fringe benefit tax, sales tax, use tax, customs duty, wealth tax, gift tax, license, excise duty, service tax, payroll tax, social security tax, employment or unemployment tax, property or ad valorem tax, escheat or unclaimed or abandoned property levy, occupation tax, recording, value added or transfer taxes, fees, stamp duties, value added tax and GST, statutory gratuity and provident fund payments or other employment benefit plan contributions, and withholding obligations and shall include any surcharge, addition to tax, interest, fines, and penalties related thereto, and shall further include penalties imposed with respect to the filing or non-filing of FBARs and (ii) any Liability in respect of the items described in clause (i) incurred under applicable Law (including Treasury Regulation section 1.1502-6 (or any similar provision of state, local, or non-U.S. Tax Law)), as a transferee, indemnitor, agent or successor, by Contract, or otherwise.

“Tax Proceeding” means any proceeding, judicial or administrative, involving Taxes or any audit, examination, deficiency asserted or assessment made by the Internal Revenue Service or any other taxing authority.

“Tax Returns” means any return, claims for refund, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Body in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax or FBAR requirements.

“Tranche 1 Earn-Out Reference Date” is defined in Section 2.10(b)(iv).

“Tranche 1 Net Earn-Out Payment” is defined in Section 2.10(c)(ii).

“Tranche 2 Earn-Out Reference Date” is defined in Section 2.10(c)(iii).

“Tranche 2 Net Earn-Out Payment” is defined in Section 2.10(c)(iii).

“Transaction Documents” means this Agreement, the Executive Employment Agreements, the Letters of Transmittal, the Argoid India SPA, Purchaser Documents, the Company Documents and any exhibit or Schedule hereto, or any ancillary agreement, certificate or other document entered into in connection herewith and therewith.

“Transaction Expenses” means, without duplication, to the extent not paid prior to the Closing, (a) the amount of all fees, costs and expenses (including fees, costs and expenses of advisors, legal counsel, investment bankers, accountants, Tax advisors or other representatives and consultants; appraisal fees, costs and expenses; and travel, lodging, entertainment and associated expenses) incurred by the Company, Argoid India, the Stockholders or the Stockholder Representative prior to Closing in connection with this Agreement or the Transactions (including expenses incurred by the Company or Argoid India on behalf of the Stockholders or the Stockholder Representative), (b) all costs and expenses associated with obtaining any third party consents in connection with the Transactions, and (c) any change-of-control or similar compensatory payment which is triggered in whole or in part by the Merger or by any of the other transactions contemplated by this Agreement pursuant to any contractual commitment of the Company or that is in existence at the Effective Time or, with respect to Argoid India, as of the Argoid India Closing Date.

“Transactions” is defined in the Recitals.

“Transfer Taxes” is defined in Section 8.03.

“Treasury Regulations” means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section shall be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

“Unresolved Claims” means Claims under Section 7.01 that, as of the applicable date, are not Resolved Claims.

“U.S. GAAP” means United States generally accepted accounting principles, consistently applied in accordance with Purchaser’s past practices.

“Vested Options” means all Options that are vested and exercisable.

“Voting Agreement” means that Second Amended and Restated Voting Agreement of the Company dated as of January 25, 2024.

1.02 Other Definitional Provisions.

(a) “Hereof,” etc. The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Successor Laws. Any reference to any particular Code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

(c) “Including,” etc. The term “including” has the inclusive meaning frequently identified with the phrase “but not limited to” or “without limitation”, and “or” means “and/or”, where appropriate.

(d) Singular and Plural Forms. Unless the context otherwise clearly indicates, each defined term used in this Agreement shall have a comparable meaning when used in its plural or in its singular form.

(e) Internal References. References herein to a specific section, subsection, clause, recital, schedule or exhibit shall refer, respectively, to sections, subsections, clauses, recitals, schedules or exhibits of this Agreement, unless otherwise specified.

(f) Gender. References herein to any gender shall include each other gender.

(g) Heirs, Executors, etc. References herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and permitted assigns; provided, however, that nothing contained in this Section 1.02(g) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement.

(h) Capacity. References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity.

(i) Time Period. With respect to the determination of any period of time, the word "from" or "since" means "from and including" or "since and including," as applicable, and the words "to" and "until" each means "to and including".

(j) Contract. References herein to any contract mean such contract as amended, supplemented or modified (including any waiver thereto).

(k) Calendar Days. References to any period of days shall be deemed to be the relevant number of calendar days, unless otherwise specified.

(l) Business Day. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

(m) "Dollar," etc. The terms "dollars" or "\$" mean dollars in the lawful currency of the United States of America and all payments made pursuant to this agreement shall be in United States dollars.

(n) "INR". The term "INR" means Indian Rupees, being the lawful currency of India.

ARTICLE II

THE MERGER

2.01 The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and the DGCL, immediately following execution of this Agreement (upon which the written consent of the Stockholders approving this Agreement, the Transactions and the other Transaction Documents will become effective), the Certificate of Merger shall be duly filed with the Secretary of State of the State of Delaware, upon which Merger Sub shall merge with and into the Company, whereupon the separate existence of the Merger Sub shall cease (the "Effective Time"). The Company shall continue as the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and wholly-owned subsidiary of the Purchaser. 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.

(b) From and after the Effective Time and except as set forth in Sections 2.05 and 2.06, the Surviving Corporation shall succeed to all the assets, rights, privileges, powers and franchises and be subject to all of the liabilities, restrictions, disabilities and duties of each of the Company and the Merger Sub, all as provided under the DGCL.

2.02 Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, the Purchaser, the Merger Sub, any holder of Company Stock or the holders of any capital stock of the Purchaser or Merger Sub:

(a) Conversion of Company Preferred Stock. Except as otherwise provided in Section 2.02(c) and Section 2.09, each share of Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive in cash (i) the Applicable Per Share Portion of the Closing Merger Consideration set forth on the Closing Merger Consideration Schedule attached hereto as Schedule A, and (ii) the Applicable Per Share Portion of any Additional Merger Consideration, in each case, payable to the holder thereof in accordance with the procedures set forth in Section 2.03(a) (and, in the case of any Additional Merger Consideration, Section 2.10).

(b) Conversion of Common Stock. Except as otherwise provided in Section 2.02(c) and Section 2.09, each share of the Company's common stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive in cash (i) the Applicable Per Share Portion of the Closing Merger Consideration set forth on the Closing Merger Consideration Schedule attached hereto as Schedule A, and (ii) the Applicable Per Share Portion of any Additional Merger Consideration, in each case, payable to the holder thereof in accordance with the procedures set forth in Section 2.03(a) (and, in the case of any Additional Merger Consideration, Section 2.10).

(c) Each share of Company Stock held immediately prior to the Effective Time by the Company as treasury stock shall be canceled, and no payment shall be made with respect thereto.

(d) Each share of the Merger Sub's common stock issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

2.03 Payments.

(a) Each Stockholder shall submit to the Stockholder Representative a duly executed and completed Letter of Transmittal, representing the number of shares of Company Stock held by such holder, along with wiring instructions for such Stockholder and such other documents as may reasonably be required by the Purchaser, the Company or (following the Effective Time), the Surviving Corporation. The Stockholder Representative shall provide the Purchaser with wiring instructions for each Stockholder and the amount of Closing Merger Consideration payable thereto. As soon as practicable following the Closing Date and receipt of any requisite information for such Stockholder, the Purchaser shall wire to each Stockholder who has submitted a duly executed Letter of Transmittal and any other documents reasonably requested by the Purchaser, the Company or (following the Effective Time), the Surviving Corporation, the amount of Closing Merger Consideration to which he, she or it is entitled under Section 2.02. Any Additional Merger Consideration payable under this Agreement shall be paid as soon as practicable following expiry of the dates contemplated in Section 2.10, in the manner set forth in this clause (a).

(b) The parties acknowledge that the Purchaser's payment of the Aggregate Merger Consideration pursuant to instructions provided by the Stockholder Representative shall be deemed to be satisfaction in full of the Purchaser's obligation to pay such amounts to the Stockholders pursuant to this Agreement and the Purchaser shall have no Liability whatsoever to any Stockholder in respect of any such

distribution by the Purchaser and/or the allocation of such amounts amongst the Stockholders if such distribution and/or allocation is in accordance with the instructions provided by the Stockholder Representative to the Purchaser. No interest shall be paid or accrued on any portion of the Aggregate Merger Consideration payable to holders of shares of Company Stock, and the Stockholders shall not be entitled to any rights in respect of stock of the Surviving Corporation (including but not limited to any distributions payable in respect of capital stock of the Surviving Corporation).

(c) Any portion of the Aggregate Merger Consideration that remains unclaimed by the Stockholders for one hundred and eighty (180) days after (i) in case of the Closing Merger Consideration, the Effective Time, and (ii) in case of the Additional Merger Consideration, the date on which the applicable installment of such Additional Merger Consideration is payable under Section 2.10. Any holder of shares of Company Stock that have been converted into a right to receive the Applicable Per Share Portion of the Aggregate Merger Consideration shall thereafter be entitled to look to the Surviving Corporation for payment of the Applicable Per Share Portion of the Aggregate Merger Consideration (after giving effect to any required Tax withholdings as provided in Section 2.08) in accordance with the provisions set forth in this Section 2.03. Notwithstanding anything to the contrary, none of the Surviving Corporation, the Purchaser, the Stockholder Representative or any other Person shall be liable to any former Stockholder for any amount delivered to a Governmental Body pursuant to any applicable abandoned property, escheat or similar Law.

2.04 Treatment of Restricted Shares and Options. Prior to the Effective Time, the Board shall have adopted appropriate resolutions and taken all other actions necessary and appropriate to provide that, subject to the consummation of the Closing:

(a) each Restricted Share that is outstanding and unvested as of immediately prior to the Closing, shall be cancelled and terminated and cease to exist effective as of the Closing, for no consideration;

(b) each unexercised Option that is outstanding (including any Vested Options) as of immediately prior to the Closing, shall be cancelled and terminated and cease to exist effective as of the Closing, for no consideration; and

(c) the Incentive Plan shall be cancelled.

2.05 Certificate of Incorporation. Immediately prior to the Closing Date, the Amended and Restated Charter as set forth on Exhibit C-1 was amended by the Amendment as set forth on Exhibit C-2 (the “Amendment” and together with the Amended and Restated Charter, the “Pre-Closing Charter”). As of the Effective Time, the certificate of incorporation of the Surviving Corporation shall be amended and restated to read as set forth in Exhibit D hereto and as so amended and restated, such certificate of incorporation shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

2.06 Bylaws. The bylaws of the Merger Sub in effect at the Effective Time shall be the bylaws of the Surviving Corporation (except that the title thereof shall read “Bylaws of Argoid Analytics, Inc.”) and, as so amended and restated, shall be the bylaws of the Surviving Corporation until amended in accordance with applicable Law.

2.07 Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable Law (or their earlier resignation or removal), the directors and officers of the Surviving Corporation will be as set forth on Schedule 2.07.

2.08 Withholding. The Purchaser and the Surviving Corporation (and any other Person that has any withholding obligation with respect to any payment made pursuant to this Agreement or any other Transaction Document) shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement or any other Transaction Document such amounts as the Purchaser, the Surviving Corporation or such other Person is required to deduct and withhold with respect to the making of such payment under the Code, the (Indian) Income Tax Act, 1961, or any other applicable provision of Law and such withheld or deducted amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

2.09 Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, shares (other than shares cancelled in accordance with Section 2.02(c)) of Company Stock that are outstanding immediately prior to the Effective Time and owned by holders who have neither voted in favor of the Merger nor consented thereto in writing and who shall have properly exercised and perfected appraisal rights of such shares pursuant to and in accordance with Section 262 of the DGCL and have not effectively withdrawn such demand of (“Dissenting Shares”) shall not be converted into or represent the right to receive any portion of the Aggregate Merger Consideration, but instead shall only be entitled to the rights provided under Section 262 of the DGCL. At the Effective Time, by virtue of the Merger, (x) all Dissenting Shares shall be cancelled and cease to exist and (y) the holder or holders of Dissenting Shares shall be entitled only to such rights as may be granted to them under Section 262 of the DGCL; provided, however, that if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal and payment under the DGCL, the right of such holder to such appraisal of its shares of Company Stock shall cease, and such shares of Company Stock shall be deemed converted as of the Effective Time into the right to receive the applicable portion of the Aggregate Merger Consideration, without interest, as provided in this Article II. The Company shall give the Purchaser prompt written notice of any notice or demand for appraisal or payment for shares of Company Stock received by the Company prior to the Effective Time, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time that relates to such demand, and shall give the Purchaser the opportunity to participate in any and all negotiations and Claims with respect to such demands. The Company shall not, except with the prior written consent of the Purchaser, make any payment with respect to any such demands or offer to settle, or settle, any such demands.

2.10 Earn-Out Payment. The Purchaser shall, if applicable, make an additional payment, to the Stockholders in accordance with Section 2.10(c), on the terms and conditions of this Section 2.10.

(a) Interim Revenue Reports. The Surviving Corporation shall prepare and deliver to the Stockholder Representative a report of the Surviving Corporation, as soon as practicable following each of (A) May 31, 2025, (B) November 30, 2025, and (C) May 31, 2026, each such report to reflect the Recurring Revenue for the six-month period covered therein (each such report, an “Interim Revenue Report”). In connection with the preparation of the Interim Revenue Reports, the Surviving Corporation will utilize the Accounting Principles.

(b) Final Revenue Report; Review of Final Revenue Report; Dispute Resolution.

(i) The Surviving Corporation shall prepare and deliver to the Stockholder Representative a report of the Surviving Corporation as soon as practicable following November 30, 2026, such report reflecting the Recurring Revenue for the six-month period covered therein, and which shall also include the Last Calendar Month Billed MRR and the Earn-Out Payment (such report, the “Final Revenue Report”). In connection with the preparation of the Final Revenue Report, the Surviving Corporation will utilize the Accounting Principles.

(ii) The Stockholder Representative shall have a period of thirty (30) days (the “Review Period”) after the receipt of the Final Revenue Report to deliver to the Surviving Corporation written notice of disagreement with the Final Revenue Report (a “Revenue Objection Notice”). If no Revenue Objection Notice is received by the Surviving Corporation during the Review Period, the calculation of the Last Calendar Month Billed MRR and the Earn-Out Payment shall become final and will be binding upon the parties hereto. If, however, a Revenue Objection Notice is received by the Surviving Corporation during the Review Period, then during the sixty (60) days following receipt of the Revenue Objection Notice, the Surviving Corporation and the Stockholder Representative shall seek in good faith to resolve in writing any differences that they have with respect to the matters specified in the Revenue Objection Notice in order to agree upon the final Last Calendar Month Billed MRR.

(iii) In the event that the Purchaser and the Stockholder Representative are unable to resolve all such disagreements within sixty (60) days after the Purchaser’s receipt of Revenue Objection Notice, the Purchaser and the Stockholder Representative shall submit such remaining disagreements to the Accounting Firm, which shall make a binding determination as to the disputed items in accordance with the following. Within five (5) days of the appointment of the Accounting Firm, the parties shall request that the Accounting Firm set a schedule for written submissions, which submissions will be transmitted simultaneously to the Accounting Firm and the Stockholder Representative or the Purchaser, as applicable. Unless otherwise directed by the Accounting Firm, the Stockholder Representative and the Surviving Corporation shall promptly provide a written submission addressing the items of disagreement on the Revenue Objection Notice to the Accounting Firm and to each other. In resolving any disputed item, the Accounting Firm shall: (A) act as an expert and not as an arbitrator, (B) be bound by the provisions of this Section 2.10 and the definitions used herein, and (C) limit its review to matters still in dispute as specifically set forth in the Revenue Objection Notice (and solely to the extent such matters are in dispute following the sixty (60) day period referred to above), and shall be instructed not to otherwise investigate matters independently. The Purchaser and the Stockholder Representative shall make available to the Accounting Firm all relevant working papers, supporting schedules, supporting analysis, supporting documents, and any other items reasonably requested by the Accounting Firm (subject to the execution and delivery by the applicable Persons of a release of the Purchaser, the Stockholder Representative and/or their respective representatives, as applicable, to the extent reasonably and customarily required to be executed). The Purchaser and the Stockholder Representative shall request that the Accounting Firm render a decision resolving the matters in dispute within thirty (30) calendar days following the submission of such matters to the Accounting Firm. The Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the least value for such item claimed by either party. The Accounting Firm’s final calculation of the Last Calendar Month Billed MRR and/or the Earn-Out Payment amount shall be based solely on the resolution of such disputed items by the Accounting Firm. The decision of the Accounting Firm shall be deemed final and binding upon the parties, not appealable, and not subject to further review. The parties hereto further agree that the procedures set forth in this Section 2.10 for resolving disputes with respect to the determination of the Last Calendar Month Billed MRR and/or the Earn-Out Payment amount shall be the sole and exclusive method for resolving such disputes, provided, that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. The fees and expenses of the Accounting Firm shall be paid equally by the Surviving Corporation, on one hand, and the

Stockholder Representative (on behalf of the Stockholders and the Argoid India Shareholders), on the other hand, provided that the obligations of the Stockholder Representative under this sentence be satisfied by a set-off against, and shall not exceed the available amounts of, any Earn-Out Payment contemplated by Section 2.10(c), and in the event there is an insufficient Earn-Out Payment amount, any such shortfall shall be borne by the Purchaser and not the Stockholders, the Argoid India Shareholders or the Stockholder Representative.

(iv) The Final Calendar Month Billed MRR and the Earn-Out Payment amount will be deemed to be final on the earliest to occur of (A) the failure of the Stockholder Representative to timely submit a Revenue Objection Notice, (B) resolution by written agreement of all disputes pursuant to clause (ii) above, and (C) resolution of all disputes by the Accounting Firm pursuant to clause (iii) above (the earliest of clauses (A), (B) and (C), the “Tranche 1 Earn-Out Reference Date”).

(c) Earn-Out Payment.

(i) Subject to the provisions of Section 2.10(c)(v), the Stockholders and, assuming the consummation of the Argoid India Closing, the Argoid India Shareholders will be entitled to a portion of an aggregate earn-out payment equal to the product of (A) the Last Calendar Month Billed MRR (as finally determined in accordance with Section 2.10(b)) multiplied by (B) twelve (12) (provided that in the event such product of (A) multiplied by (B) exceeds \$3,000,000, such product will be deemed to equal \$3,000,000) (the “Earn-Out Payment”), *less* any amounts for Claims that are set-off pursuant to this Section 2.10(c) and Section 7.07 and any deductions that are made pursuant to the last sentence of Section 2.10(b)(iii) (the “Net Earn-Out Payment”). Subject to the provisions of Section 2.10(c)(v), the Stockholders will receive an amount equal to the product of the Net Earn-Out Payment multiplied by the Argoid U.S. Allocation, which will be paid in installments as set forth below.

(ii) In the event that as of the date immediately following the Tranche 1 Earn-Out Reference Date, the Earn-Out Payment, *minus* the sum of (A) the amount of any Resolved Claims as of such date, *plus* (B) the Holdback Amount is greater than \$0 (such excess, the “Tranche 1 Net Earn-Out Payment”), then within fifteen (15) days following such date, the Purchaser shall pay the Stockholders, an amount equal to the Tranche 1 Net Earn-Out Payment multiplied by the Argoid U.S. Allocation (the “Argoid U.S. Tranche 1 Net Earn-Out Payment”). For the avoidance of doubt, if the sum of Clauses (A) and (B) exceeds the Earn-Out Payment, then no amount shall be paid under this Section 2.10(c)(ii).

(iii) In the event that, as of the date (the “Tranche 2 Earn-Out Reference Date”) immediately following the later to occur of (A) the third (3rd) anniversary of the Effective Time, and (B) the Tranche 1 Earn-Out Reference Date, the Holdback Amount *minus* the amount of any Resolved Claims that were resolved after the Tranche 1 Earn-Out Reference Date is greater than \$0 (such excess, the “Tranche 2 Net Earn-Out Payment”), then within fifteen (15) days following such date, the Purchaser shall pay the Stockholders, an amount equal to the Tranche 2 Net Earn-Out Payment multiplied by the Argoid U.S. Allocation (the “Argoid U.S. Tranche 2 Net Earn-Out Payment”). For the avoidance of doubt, if there is no such excess, then no amount shall be paid under this Section 2.10(c)(iii).

For an illustrative example of clauses (i) – (iii), see Schedule 2.10. In the event of any conflict between clauses (i) – (iii) of this Section 2.10(c) and such illustrative example, the illustrative example shall control.

(iv) The Purchaser shall distribute any payments under clauses (ii) – (iii) above to the Stockholders as follows:

(A) *First*, to each holder of Preferred Stock, an amount in respect of each share of Preferred Stock held by such holder equal to: (I) the portion of the Argoid U.S. Net-Earn Out Payment then being distributed, multiplied by (II) a fraction, the numerator of which is the purchase price paid for such share of Preferred Stock, and the denominator of which is the aggregate purchase price paid for all issued and outstanding shares of Preferred Stock (in each case as set forth on Schedule 4.04), until the holder has received, in respect of such share of Preferred Stock pursuant to this clause (A) together with amounts received in respect of such share of Preferred Stock pursuant to Section 2.02(a) (prior to taking into account any Tax withholdings), the purchase price paid to the Company in respect of such share of Preferred Stock as set forth on Schedule 4.04; and

(B) *Second*, any remaining amounts, to each Stockholder pro rata on the basis of the number of shares of Company Stock held by such Stockholder on an as-converted basis after converting each share of Preferred Stock into a share of Common Stock as set forth on Schedule 4.04.

(v) Notwithstanding clause (i) above, in the event that as of the second (2nd) anniversary of the Closing Date, (A) fewer than two (2) Founders are employed by the Purchaser, the Surviving Corporation, or any of their respective Subsidiaries, or (B) the Argoid India Closing has not occurred by the Long Stop Date (as defined in the Argoid India SPA) as a result of an Argoid India Shareholder Default, no Earn-Out Payment will be due or payable and the other provisions of this Section 2.10 shall have no force or effect.

(d) Post-Closing Operation of the Business. The parties hereto acknowledge the absolute right of the Purchaser, the Surviving Corporation and their respective Subsidiaries and Affiliates (and the right of the respective directors and officers of any of the foregoing) to operate, manage and invest in the respective business of the Purchaser or the Surviving Corporation, or any of their respective Subsidiaries or Affiliates in the exercise of their sole discretion (including with respect to the marketing and supply of any Target Products), and agree that the Purchaser, the Surviving Corporation and their respective Subsidiaries shall, from and after the consummation of the Closing, have no liability or obligation to any of the Stockholders, the Stockholder Representative or any employee of the Surviving Corporation or its Subsidiaries with respect to (1) any claim that the failure to achieve any revenue of the Target Products was the result of the operation of the business of the Surviving Corporation and its Subsidiaries or (2) the achievement or maximization of any Earn-Out Payment.

(e) No Security. The parties hereto understand and agree that (i) the contingent rights of the Stockholders to receive any amounts under this Section 2.10 shall not be represented by any form of certificate or other instrument, are not transferable, except by operation of Laws relating to descent and distribution, divorce and community property, and do not constitute an equity or ownership interest in the Purchaser, the Company or the Surviving Corporation, (ii) the Stockholders shall not have any rights as a stockholder of the Purchaser, the Company or the Surviving Corporation solely as a result of the contingent right to receive any amounts under this Section 2.10, and (iii) no interest is payable with respect to any amounts payable under this Section 2.10.

ARTICLE III

THE CLOSING; CLOSING MERGER CONSIDERATION

3.01 The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place immediately following the due execution of this Agreement (upon which the written consent of the Stockholders approving this Agreement, the Transactions and the other Transaction Documents will become effective). The date and time of the Closing are referred to herein as the “Closing Date”.

3.02 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the Parties hereto shall consummate the following transactions on the Closing Date:

(a) the parties shall file a Certificate of Merger with respect to the Merger as contemplated by Section 251 of the DGCL, together with any required related certificates, filings or recordings with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL;

(b) in accordance with (and subject to the provisions of), Section 2.03, promptly following the Effective Time, the Purchaser shall deliver or cause to be delivered to the Stockholders an aggregate amount equal to the Closing Merger Consideration (which shall, for the avoidance of doubt, not include any payment for stock not converted pursuant to Section 2.02(c) or Section 2.09) and distribute to each Stockholder such Stockholder’s Applicable Per Share Portion of the Closing Merger Consideration as set forth on the Closing Merger Consideration Schedule attached hereto as Schedule A, by wire transfer of immediately available funds to the account(s) designated by such Stockholders; and

(c) prior to the Closing, the Company shall deliver to the Purchaser, (i) the executed Executive Employment Agreements, (ii) evidence that the Merger Agreement (and its terms and conditions), the Merger, and the other Transactions contemplated hereby have been approved by the requisite written consent or affirmative vote of a majority of the shares of each class (and for the Preferred Stock, each series) of Company Stock issued and outstanding (the “Stockholder Approval”) (which such Stockholder Approval shall be effective immediately upon and subject only to, the execution of this Agreement), (iii) evidence that the Merger Agreement (and its terms and conditions), the Merger, and the other Transactions contemplated hereby have been unanimously approved by the members of the Board, (iv) duly executed Letters of Transmittal from at least 90% of the outstanding shares of Company Stock, (v) evidence that the actions contemplated by Section 2.04 have occurred, (vi) a statement evidencing the Adjusted Closing Net Liabilities, (vii) a duly executed and properly completed IRS Form W-8 or W-9, as applicable, from each Stockholder, and (viii) a duly executed and properly completed certificate, together with a duly executed and completed notice that the Purchaser shall provide to the IRS, in compliance with Section 1.897-2(h) and 1.1445-2(c)(3)(i) of the Treasury Regulations, stating that the Company is not, and has not been, during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a “United States real property holding corporation” within the meaning of Section 897(c) of the Code.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the schedules accompanying this Article IV to the extent permitted in accordance with Section 9.13 (each, a “Schedule” and, collectively the “Disclosure Schedules”), the Company represents and warrants to the Purchaser as follows:

4.01 Organization and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and the Company has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now conducted. The Company is duly qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of business or the ownership or lease of its properties requires it to qualify, except where the failure to be so qualified does not, and would not reasonably be expected to constitute, individually or in the aggregate, a Material Adverse Change. The Company has made available to the Purchaser correct and complete copies of the Pre-Closing Charter and the bylaws of the Company and there have been no amendments thereto.

4.02 Subsidiaries.

(a) Schedule 4.02 sets forth the following information for Argoid India, which is the Company's sole Subsidiary: (i) the jurisdiction in which it is incorporated; (ii) the number of shares of its authorized capital stock and other Equity Interests; and (iii) the number and class of shares and other Equity Interests thereof issued and outstanding, the names of all holders thereof and the number of shares (by class and series) of stock, or other Equity Interests held by each such holder.

(b) Except as set forth on Schedule 4.02, the Company does not own or hold the right to acquire any stock, partnership interest or joint venture interest or other Equity Interest in any other corporation, organization, entity or Person. Except as set forth on Schedule 4.02, the Company owns all of the capital stock and other Equity Interests in Argoid India, free and clear of all Liens, and all such capital stock and other Equity Interests are validly issued, fully paid and have not been issued in violation of any preemptive or similar rights or any Laws. Other than as set forth on Schedule 4.02, there are no (i) outstanding Equity Interests of Argoid India, (ii) securities of Argoid India convertible into or exchangeable for Equity Interests thereof, (iii) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts, agreements or obligations (contingent or otherwise) that could require Argoid India to issue, sell or otherwise cause to become outstanding or to acquire, repurchase, retire or redeem Equity Interests thereof, or (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to Argoid India.

(c) Argoid India is duly formed or organized and validly existing under the Laws of India, and Argoid India has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted. Argoid India is duly qualified to do business in every jurisdiction in which the conduct of business requires it to qualify, except where the failure to be so qualified does not, and would not reasonably be expected to constitute, individually or in the aggregate, a Material Adverse Change. The Company has made available to the Purchaser correct and complete copies of the Memorandum and Articles of Association of Argoid India. Other than the Argoid India SPA, there is no shareholders' agreement, voting trust, or other arrangement or understanding with respect to the voting of any Equity Securities in Argoid India and any such agreements that existed prior to the date of the Argoid India SPA have been terminated in accordance with their terms. A true, correct and complete copy of the Argoid India SPA is attached to this Agreement as Exhibit E, and there have been no amendments thereto.

(d) Each Argoid India Shareholder (i) is the sole legal and beneficial owner of their respective Argoid India Sale Securities; and (ii) has the power to transfer good and marketable title over their respective Argoid India Sale Securities to the Company, free and clear of any Liens, equities and claims whatsoever. All of the rights attached to the Argoid India Sale Securities have only been exercised by the Argoid India Shareholders, and/or by their duly authorized representatives.

(e) No Order has been served on Argoid India, petition presented, resolution passed or meeting convened for winding up of Argoid India and there are no proceedings pending under any

applicable insolvency, or similar Laws concerning Argoid India and no events have occurred which, under applicable Laws, may result in any such proceedings. Argoid India is neither insolvent nor bankrupt nor is unable to pay its debts as they fall due.

(f) (i) No Order has been served on any Argoid India Shareholder, and no petition has been presented, resolution passed or meeting convened for the winding up of any Argoid India Shareholder, (ii) there are no proceedings pending under any applicable insolvency, or similar Laws concerning any Argoid India Shareholders, and (iii) no events have occurred which, under applicable Laws, may result in any such proceedings.

(g) Each allotment and sale and/or transfer of shares of Argoid India has been made in compliance with all applicable Laws, and all corporate actions required to be performed by Argoid India under all applicable Laws have been performed for such allotment and sale and/or transfer of shares.

4.03 Authorization; No Breach.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by the Company in connection with the transactions contemplated by this Agreement (the “Company Documents”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Company Documents by the Company and the consummation of the Transactions, have been duly and validly authorized and approved by all requisite corporate and stockholder action, and no other corporate proceedings or stockholder actions by the Company or its stockholders are necessary to authorize the execution, delivery or performance of this Agreement and the other Company Documents and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the other Company Documents will be at or prior to the Closing, duly and validly authorized, executed and delivered by the Company, and assuming that this Agreement and each of the Company Documents is a valid and binding obligation of the other parties hereto and thereto, this Agreement constitutes, and each of the Company Documents when so executed and delivered will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors’ rights or to general principles of equity. The Stockholder Approval is the only vote of the holders of any class or series of capital stock or other securities of the Company necessary to adopt this Agreement and to consummate the Merger and the other Transactions under the applicable Laws of the State of Delaware, including the DGCL.

(b) Argoid India has, and as of the applicable dates of execution and delivery of the Argoid India SPA, had, all requisite corporate power and authority to execute and deliver the Argoid India SPA and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by Argoid India in connection with the transactions contemplated by the Argoid India SPA (the “Argoid India Documents”), to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution, delivery and performance of the Argoid India SPA and each of the Argoid India Documents by Argoid India and the consummation of the transactions contemplated thereby were duly and validly authorized and approved by all requisite corporate and stockholder action, and no other corporate proceedings or stockholder actions by Argoid India or its stockholders are or were necessary to authorize the execution, delivery or performance of the Argoid India SPA and the other Argoid India Documents and to consummate the transactions contemplated thereby. The Argoid India SPA and each of the other Argoid India Documents were duly and validly authorized, executed and delivered by Argoid India, and constituted, as of their effective dates, and constitute, as of the date hereof, a legal, valid and

binding obligation of Argoid India, enforceable against Argoid India in accordance with its respective terms.

(c) Except for the Stockholder Approval, the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, and as set forth on Schedule 4.03(c), the execution, delivery and performance of this Agreement and each of the Company Documents by the Company and the consummation of the Transactions by the Company and Argoid India, or compliance by the Company and Argoid India with any of the provisions hereof or thereof, do not and will not (i) conflict with, result in any breach of, require any notice under, constitute a default under (with or without notice or lapse of time or both), result in a violation of, give rise to any right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, or give rise to any obligation of the Company or Argoid India to make any payment under, any provision of (A) the Company's or Argoid India's respective certificate of incorporation, bylaws, or other organizational documents, (B) any Company Contract, (C) any outstanding Order applicable to the Company or Argoid India or any of the properties or assets of the Company or Argoid India, or (D) any applicable Law to which the Company, Argoid India, or its respective business or properties is subject or (ii) result in the creation of any Lien upon any properties or assets of the Company or Argoid India.

(d) The Argoid India Shareholders have and, as of the applicable dates of execution and delivery, had, all requisite corporate power and authority to execute and deliver the Argoid India SPA and each other agreement, document, instrument or certificate contemplated by the Argoid India SPA to be executed in connection with the transactions contemplated by the Argoid India SPA, to perform their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Argoid India SPA by the Argoid India Shareholders did not, does not and will not, (i) conflict with, result in any breach of, require any notice under, constitute a default under (with or without notice or lapse of time or both), result in a violation of, give rise to any right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, or give rise to any obligation of the Argoid India Shareholders to make any payment under, any provision of (A) their constituent documents, (B) any contracts to which they are or were party, (C) any outstanding Order that are or were applicable to the Argoid India Shareholders or any of the properties or assets, or (D) any applicable Law to which the Argoid India Shareholders, or their respective business or properties are or were subject.

(e) (i) The Stockholder Approval required under each of the Company's Amended and Restated Charter and Pre-Closing Charter, consisting of the affirmative vote of a majority of the shares of each class (and for the Preferred Stock, each series) of Company Stock issued and outstanding, by written consent, and (ii) the written consent of a majority of the issued and outstanding shares of Company Stock (as required by Section 251 of the DGCL), in each case approving the Merger Agreement (and its terms and conditions), the Merger, and the other Transactions contemplated hereby have been obtained prior to the date of this Agreement, provided, however, that the effectiveness of the Stockholder Approval is subject only to (and will become effective immediately upon) the execution of this Agreement

4.04 Capital Stock.

(a) The authorized capital stock of the Company consists of 28,351,409 shares of Common Stock and 12,112,569 shares of Preferred Stock, of which 14,958,533 shares of Common Stock and 5,707,018 shares of Preferred Stock (consisting of 48,319 shares of Pre-Series A Preferred Stock, 1,092,475 shares of Pre-Series A-1 Preferred Stock, 2,429,529 shares of Series Seed Preferred Stock and 2,136,695 shares of Series Seed-1 Preferred Stock) are issued and outstanding and none are held in treasury. Immediately prior to the execution of the Argoid India SPA, there were 2,577,180 shares of the Series Seed Preferred Stock and 1,022,916 of the Pre-Series A Preferred Stock reserved and allocated but unissued,

pursuant to the Shareholder Agreement, dated April 25, 2024, by and among the Company, Argoid India and those investors named therein (the “Argoid India Shareholders’ Agreement”), which were cancelled prior to the execution of this Agreement, and which, as of the date of this Agreement, have no further rights, privileges or preferences (including, for the avoidance of doubt, the right to be converted into shares of Common Stock). 11,967 shares of the Company’s Common Stock is issuable upon the conversion of Series Seed Preferred Stock and Pre-Series A Preferred Stock into Common Stock due to an anti-dilution adjustment. As of immediately prior to the Effective Time, the Company Stock constitute all the issued and outstanding shares of the Company’s capital stock. The issued and outstanding shares of Company Stock have been duly and validly authorized and issued, are fully paid and nonassessable with no personal liability attaching to the ownership thereof and have not been issued in violation of any preemptive right or of any federal or state securities or other Laws. All of the Options were issued in compliance with applicable Law, and none of the Options were issued in violation of any agreements, arrangements or commitment to which the Company is a party or is subject to or in violation of any preemptive or similar rights granted by the Company. Except for the Options, there is no security, option, warrant, right, call, subscription, agreement, commitment or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly (i) calls for the issuance, redemption, sale, pledge or other disposition of any shares of capital stock of the Company or any securities convertible into, or other rights to acquire, any shares of capital stock of the Company, (ii) obligates the Company to grant, offer or enter into any of the foregoing or (iii) relates to the voting or control of such capital stock, securities or rights. Other than shares reserved and allocated but unissued under the Argoid India Shareholders’ Agreement described above (which, for the avoidance of doubt, were cancelled prior to the execution of this Agreement), the Company has not created any “phantom stock,” stock appreciation rights or other similar rights, the value of which is related to or based upon the price or value of any class or series of capital stock of the Company. The Company does not have outstanding Debt or debt instruments providing for voting rights with respect to the Company to the holders thereof. No Securityholder or any other Person is entitled to any preemptive or similar rights to subscribe for shares of stock of the Company. Except as set forth in the Investor Rights Agreement, the Company has not granted to any Person the right to demand or request that the Company effect a registration under the Securities Act of any securities held by such Person or to include any securities of such Person in any such registration by the Company. None of the shares of Company Stock are certificated.

(b) Schedule 4.04 sets forth as of the date of this Agreement, (i) the names of all holders of Company Stock and Options, and their respective addresses and email addresses as reflected in the records of the Company, (ii) the number and holders of outstanding shares, classes, and series of Company Stock and Options, (iii) with respect to each share of Preferred Stock, the purchase price paid by the holder thereof for such share, (iv) with respect to each Restricted Share, (A) its date of issuance, (B) the purchase price paid by the holder thereof for such share, and (C) the vesting schedule, and (v) with respect to holders of Options, (A) the exercise price with respect to such Person’s Options, (B) the date of grant, (C) the vesting schedule, and (D) the expiration date.

(c) All outstanding Restricted Shares and Options have been granted under the terms of the Incentive Plan. The board of directors of the Company has the unilateral authority to cancel all outstanding unvested Restricted Shares and all outstanding Options (including any Vested Options) for no consideration in connection with the Closing of the transactions contemplated by this Agreement without the consent of the holders of the Restricted Shares or the Option Holders, as contemplated by Section 2.04. As of the Closing, (i) there are no outstanding unvested Restricted Shares, and (ii) all outstanding Options (including any Vested Options and any Options that are not Vested Options) will be cancelled for no consideration and no Option Holder will have any further rights and/or entitlements thereunder.

(d) Under the terms of the Pre-Closing Charter, each share of Preferred Stock is convertible into one share of Common Stock. Since the date of issuance of each series of Preferred Stock,

no adjustments to the applicable conversion price as set forth in the Pre-Closing Charter have been made pursuant to Section 4.4 of the Pre-Closing Charter or otherwise.

4.05 Financial Statements.

(a) Prior to the date of this Agreement, the Company has delivered to Purchaser a true, correct and complete copy of the following (collectively, the “Financial Statements”):

(i) The unconsolidated, and consolidated, unaudited balance sheets and statements of profit and loss of the Company dated as of and for each of the twelve months ended December 31, 2023 and December 31, 2022;

(ii) The unconsolidated and consolidated balance sheets of the Company dated as of June 30, 2024 and August 31, 2024;

(iii) The audited balance sheet and statement of profit and loss of Argoid India as of and for each of the twelve months ended March 31, 2024, 2023, 2022, 2021 and 2020 (collectively, the “Audited Financial Statements”); and

(iv) The unaudited balance sheet for Argoid India as of June 30, 2024 and August 31, 2024.

(b) The Financial Statements have been prepared in accordance with the Company’s and Argoid India’s books and records. The Financial Statements of the Company have been prepared in conformity, in all material respects, with Indian GAAP, and the Financial Statements of Argoid India have been prepared in conformity with Indian GAAP, in each case consistently applied, and present fairly in all material respects, the financial condition, and, to the extent applicable, results of operations of the Company and/or Argoid India as of the times and for the periods referred to therein, subject in the case of the unaudited financial statements to (i) the absence of footnote disclosures and other presentation items, and (ii) changes resulting from normal year-end adjustments which individually and in the aggregate are not material. The statements of operations included in the Financial Statements do not contain any items of material special or nonrecurring income, and the balance sheets included in the Financial Statements do not reflect any write-up or revaluation increasing the book value of any assets. The books and accounts of the Company and Argoid India are correct and complete in all material respects and fully and fairly reflect in all material respects all of the transactions of the Company and Argoid India, as applicable.

(c) The management of the Company has disclosed, based on its most recent evaluation, to Argoid India’s outside auditors and the Board in connection with its Audited Financial Statements (A) any significant deficiencies in the internal accounting controls which could adversely affect the ability of the Company or Argoid India to record, process, summarize and report financial data and have identified for the Company’s outside auditors any material weaknesses in internal accounting controls and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Company or Argoid India. A summary of any of those disclosures made by management to the Argoid India’s auditors has been furnished to the Purchaser prior to the date of this Agreement. The Company and Argoid India maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with their respective accounting standards and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management’s general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(d) Since December 31, 2020, neither the Company nor, to the Knowledge of the Company, any Representative of the Company or Argoid India has received or otherwise had or obtained Knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company and Argoid India with respect to the Financial Statements or the internal accounting controls of the Company and Argoid India, including any written or oral complaint, allegation, assertion or claim that the Company or Argoid India has engaged in questionable accounting or auditing practices. No attorney representing the Company or Argoid India, whether or not employed by the Company or Argoid India, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by the Company or Argoid India or any of their respective Representatives to the Board or any committee thereof or to any officer of the Company.

(e) To the Knowledge of the Company, no employee of the Company or Argoid India has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any Law. The Company and Argoid India have not, and, to the Knowledge of the Company, no contractor, subcontractor or agent of the Company or Argoid India, has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the Company or Argoid India in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. §1514A(a).

4.06 Undisclosed Liabilities.

(a) Neither the Company nor Argoid India has any Liability of any nature whatsoever, and there is no existing condition, situation, or set of circumstances which is reasonably expected to result in such a Liability, except for (i) Liabilities reflected or reserved against in the balance sheet included in the most recent Financial Statements of the Company, (ii) Liabilities arising under this Agreement or any other Transaction Documents (other than due to an inaccuracy or breach hereunder or thereunder), (iii) Liabilities on Schedule 4.06, and (iv) current Liabilities incurred in the Ordinary Course of Business after the date of the most recent Financial Statements of the Company that, individually and in the aggregate, are not material.

(b) (i) The Liabilities set forth in the June 30 Statement include all Liabilities of the Company and Argoid India as of June 30, 2024, and (ii) except as set forth on the statement evidencing the Adjusted Closing Net Liabilities, all Liabilities incurred by the Company or Argoid India for the period between July 1, 2024 and the Closing Date were incurred in the Ordinary Course of Business and were of the same type of current Liabilities as set forth on the June 30 Statement.

4.07 Absence of Certain Changes. Since the date of the most recent Financial Statements, the Company and Argoid India have conducted their respective businesses in the Ordinary Course of Business, and there has been no development, change, event or occurrence that, individually or in the aggregate, has had or is likely to have a Material Adverse Effect.

4.08 Real Property. Neither the Company nor Argoid India owns or has ever owned (in fee or otherwise) any real property.

4.09 Tax Matters. (a) The Company and Argoid India have complied with all applicable Laws related to Taxes and Tax Returns (including all Tax reporting and compliance requirements), have filed all Tax Returns which are required to be filed by them, and Argoid India has filed its Indian Tax Return (including GST Annual return) for the year ended March 31, 2024, and all such Tax Returns are true, correct and complete in all material respects and have been prepared in compliance with all applicable Laws; (b) all Taxes due and owing by the Company and Argoid India have been timely and fully paid; (c) all Taxes

which the Company or Argoid India is obligated to withhold from amounts owing to any employee, creditor, Securityholder or other third-party have been properly withheld and fully remitted to the applicable taxing authority and the Company and Argoid India have complied with all information reporting, withholding and remittance requirements; (d) no written claim has been made by an authority in a jurisdiction where the Company or Argoid India do not file Tax Returns that the Company or Argoid India is or may be subject to taxation by that jurisdiction; (e) no deficiency or proposed adjustment which has not been paid or resolved for any Tax has been asserted or assessed by any taxing authority of any Governmental Body against the Company; (f) neither the Company nor Argoid India has consented to extend the time in which any Tax may be assessed or collected by any taxing authority or in which any Tax Return may be filed, in each case, which extension is still in effect; (g) there are no ongoing, pending or threatened Tax Proceedings relating to the Company or Argoid India; (h) neither the Company nor Argoid India is a party to or bound by, or has any obligation under any Tax allocation, sharing, indemnity or similar agreement or arrangement; (i) neither the Company nor Argoid India (A) has been a member of a group filing a consolidated, combined or unitary federal, state, local or non-U.S. income Tax Return or (B) has any Liability for the Taxes of any Person (other than the Company or Argoid India) under Treasury Regulations §1.1502-6 (or any similar provision of state, local, or non-U.S. law); (j) neither the Company nor Argoid India will be required to include any item of income in, or exclude any item of deduction 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 for a taxable period ending on or prior to the Closing Date executed on or prior to the Closing Date, (ii) “closing agreement” as described in Code §7121 (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law) executed on or prior to the Closing Date, (iii) intercompany transaction or excess loss account described in Treasury Regulations under Code §1502 (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) use of an improper method of accounting in a taxable period (or portion thereof) ending on or before the Closing Date or (vi) prepaid amount received on or prior to the Closing Date; (k) neither the Company nor Argoid India has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code §355 or Code §361; (l) neither the Company nor Argoid India is or has been a party to any “reportable transaction” or “listed transaction” as defined in Code §6707A(c)(2) and Treasury Regulations §1.6011-4(b), (m) neither the Company nor Argoid India is required to file Tax Returns or pay Taxes or has a branch, office, or permanent establishment in any jurisdiction outside its country of incorporation; (n) each of the Company and Argoid India is, and has at all times since its incorporation been, treated as a corporation for U.S. federal and applicable state and local Income Tax purposes; (o) neither the Company nor a Argoid India has any liability for Taxes under Code §965; (p) neither the Company nor Argoid India has incurred any dual consolidated loss within the meaning of Treasury Regulations §1.1503-2 or entered into any gain recognition agreement pursuant to Treasury Regulations §1.367(a)-8 or made any transfer subject to Code §91 or Code §367; (q) the Company and Argoid India have (i) complied in all respects with the requirements of Code §482 and the Treasury Regulations thereunder (and any comparable provisions of state, local, or non-U.S. law) and (ii) timely and properly prepared and maintained all applicable documentation necessary to avoid the imposition of any penalty under Code §6662 (or any comparable provision of state, local or foreign law, including without limitation any comparable provision of the law of India); (r) neither the Company nor Argoid India has undergone an ownership change within the meaning of Code §382 (other than as a result of the transactions contemplated by this Agreement); (s) no Person has a power of attorney relating to Taxes of the Company or Argoid India that will remain in effect after the Closing; (t) there are no Liens for Taxes upon any property or assets of the Company or Argoid India, except for Taxes not yet due; (u) neither the Company nor Argoid India has requested or received a ruling from, or entered into a closing or other agreement with, any taxing authority; (v) the Company and Argoid India have complied with (A) all applicable Laws relating to sales, use, value-added or similar Taxes and (B) all escheat and unclaimed property obligations imposed by any Governmental Body; (w) Argoid India has not had any investment in United States property within the meaning of Section 956 of the Code, and it does not have outstanding any security payment on which

would constitute a hybrid dividend within the meaning of Section 245A(e) of the Code; (x) the shares of Company Stock do not derive substantial value from assets located in India and the Purchaser is not required to withhold any tax on the transactions contemplated under this Agreement and the consideration paid to the Stockholders under the (Indian) Income Tax Act, 1961; (y) consummation of the Merger contemplated hereby will not result in a transfer of the shares of Argoid India by the Company as a result of which the Company may be liable to pay any capital gains under applicable Law; and (z) neither the Purchaser nor the Merger Sub is required to undertake any withholding tax compliances upon consummation of the Merger contemplated hereby.

4.10 Argoid India Shareholder Tax Representations and Warranties.

(a) Each of YourNest India VC Fund and Lead Angels Fund is, and has been since its initial investment in Argoid India a registered alternative investment fund under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012.

(b) Each Argoid India Shareholder has held and holds its respective Argoid India Sale Securities as a “capital asset” as defined under the provisions of (Indian) Income Tax Act, 1961 and classified the same in their books of accounts under the heading “investments” and not as stock in trade on a continuous basis from their date of acquisition through their date of disposition under the Argoid India SPA.

(c) The documents and information furnished by the Argoid India Shareholders for the 281 Report and Section 81 Report are true, correct, complete and not misleading in any manner.

(d) Each Argoid India Shareholder and their respective investment managers and sponsors (wherever appointed) are, and at all times since the respective Argoid India Shareholder’s investment in Argoid India, were, and are, classified as a resident under the (Indian) Income Tax Act, 1961; and a ‘person resident in India’ under the Foreign Exchange Management Act, 1999.

(e) The consideration to be paid to each of the Argoid India Shareholders pursuant to the transfer of the Argoid India Sale Securities under the Argoid India SPA is not less than the fair market value of the said shares determined in accordance with the provisions of Section 50CA and Rules 11UA and 11UAA of the (Indian) Income Tax Act, 1961 and the rules thereunder read with relevant notifications/circulars.

(f) The Argoid India Shareholders have not received any written communication from any Governmental Authority in relation to any Tax related matters, and there are no pending proceedings or threatened proceedings under applicable Law against the Argoid India Shareholders which may adversely affect the validity of the transfer of the Argoid India Sale Securities or render the transactions contemplated under this Agreement or under the Argoid India SPA as void or voidable under Section 281 of the (Indian) Income Tax Act, 1961 or Section 81 of the Central Goods and Services Tax Act, 2017.

(g) All applicable Tax returns have been filed by the Argoid India Shareholders in accordance with the (Indian) Income Tax Act, 1961 and applicable Goods and Services Act, 2017.

(h) All information and documents provided to the tax practitioner for preparation of 281 Report and Section 81 Report is true, correct, complete and not misleading in any manner.

(i) The Purchaser or its Affiliates shall not be liable for any Taxes on account of the Purchaser or its Affiliate, as the case may be, being regarded as a representative assessee of the Argoid India Shareholders, including under the provisions of (Indian) Income Tax Act, 1961.

(j) Each Argoid India Shareholder has been issued a permanent account number by the relevant Tax Authority in accordance with the provisions of the (Indian) Income Tax Act, 1961. The details of the permanent account numbers are set forth on Schedule 4.10(j).

4.11 Contracts and Commitments.

(a) Schedule 4.10(g)(a) sets forth each of the following: (i) any Company Contract that is a collective bargaining agreement; (ii) any Company Contract that is a bonus, pension, profit sharing, retirement or other form of deferred compensation plan; (iii) any Company Contract that is a stock purchase, stock option or similar plan; (iv) any Company Contract that relates to Indebtedness or to mortgaging, pledging or otherwise placing a Lien on any portion of the assets or Equity Interests of the Company or Argoid India; (v) any Company Contract that is a guaranty of any Indebtedness or other guaranty; (vi); (viii) any Company Contract pursuant to which any Person has a right to purchase or acquire any assets or business of the Company, or any Equity Interests of the Company or Argoid India, (ix) any Company Contract with any supplier other than Contracts where no products or services were provided and no invoices were generated; (x) any Company Contract with any customer other than Contracts where no products or services were provided and no invoices were generated; (xi) any Company Contract (A) that contains a non-solicit or a non-competition provision relating to the business of the Company or Argoid India (or, at any time after the Effective Time, the Purchaser or any of its Affiliates) or any other Company Contract restricting the right of the Company or Argoid India, employees or independent contractors (or, at any time after the Effective Time, the Purchaser or any of its Affiliates, their respective employees or independent contractors) to conduct business at any time, in any manner or at any place in the world, or the expansion thereof to other geographical areas or lines of business, (B) that grants the other party or any third Person “most favored nation” status, or (C) that grants the other party or any third party any exclusive right or rights or in which any third party grants the Company or Argoid India any exclusive right or rights; (xii) any Company Contract with or on behalf of any Governmental Body, (xiii) any Company Contract for which the Company is actively performing services which by its terms requires or calls for aggregate payments to or from the Company or Argoid India, as applicable, in excess of \$10,000 per year or \$25,000 in the aggregate, that cannot be cancelled (without penalty) by the Company or Argoid India, as applicable, on less than ninety (90) calendar days’ notice; (xiv) any Company Contract relating to the licensing, transfer or assignment of, or grant of any right to use, register or otherwise exploit, Intellectual Property by the Company or Argoid India to a third party or by a third party to the Company or Argoid India; (xv) any Company Contract affecting the Company’s or Argoid India’s ability to use or disclose any material Owned Intellectual Property; (xvi) any Company Contract providing for the creation, development, modification or acquisition of any material Intellectual Property; (xvii) any Company Contract relating to the acquisition or disposition (whether by merger, sale of stock, sale of assets or otherwise) of any Person or material line of business (A) entered into since December 31, 2020, (B) that relates to the future acquisition or disposition (whether by merger, sale of stock, sale of assets or otherwise) of any Person or material line of business or (C) that provides for any obligation to make future payments, contingent or otherwise, (xviii) any Company Contract providing for the Company or Argoid India to make any capital contribution to, or other investment in, any Person other than the Company or Argoid India, or that is a joint venture partnership or similar agreement, (xix) any Company Contract providing for any obligation to register any shares of the capital stock or other securities of the Company or Argoid India with the U.S. Securities and Exchange Commission or otherwise relating to such stock or other securities, and (xx) any Company Contract entered into outside of the Ordinary Course of Business. A true, correct and complete copy of each such Company Contract has been provided to the Purchaser prior to the date of this Agreement.

(b) (i) Each Company Contract is in full force and effect, and is the legal, valid and binding obligation of the Company or Argoid India which is party thereto, and, to the Knowledge of the Company, of the other parties thereto enforceable against each of them in accordance with its terms, (ii) neither the Company nor Argoid India (as applicable) is in default under any Company Contract, and, to

the Knowledge of the Company, the other party to each such Company Contract is not in default thereunder, (iii) no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default on the part of the Company or Argoid India or, to the Knowledge of the Company, any other party under any Company Contract, (iv) neither the Company nor Argoid India has waived any right under any Company Contract, (v) no party to a Company Contract has exercised any termination rights with respect thereto or providing notice (whether in writing or, to the Knowledge of the Company, orally) of an indication that it may do so or that it may seek to materially change or amend the terms of any such Company Contract, and (vi) no party has given written (or, to the Knowledge of the Company, oral) notice of any dispute with respect to any Company Contract or any actual, alleged, possible or potential violation or breach of, or default under a Company Contract. The Company has made available to the Purchaser true and correct copies of each Company Contract, together with all amendments, modifications or supplements thereto. There are no oral or unwritten Company Contracts.

(c) At the Effective Time, each of the Investor Rights Agreement, Right of First Refusal Agreement and Voting Agreement will be terminated and have no further force or effect (and neither the Company nor the Surviving Corporation will have any obligations thereunder).

4.12 Intellectual Property.

(a) Schedule 4.12(a) contains a true, correct and complete list of all Registered Owned Intellectual Property, in each case, enumerating specifically the applicable filing or registration number, title, registrar, jurisdiction, status, date of filing/issuance and current applicant(s)/registered owners(s), as applicable. All assignments of the Owned Intellectual Property to the Company have been properly executed, delivered and recorded. All registrations and applications for the Registered Owned Intellectual Property are valid and enforceable and all issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the Company or Argoid India.

(b) The Company (i) is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, free and clear of all Liens and (ii) possess a valid and enforceable license or other right to use all other Intellectual Property used by the Company and Argoid India (including Licensed Intellectual Property). Each item of Company Intellectual Property will be owned or available for use by the Company and Argoid India immediately following the Effective Time on identical terms and conditions as it was owned or available for use by the Company and its Subsidiaries prior to the Effective Time. All Owned Intellectual Property is valid and enforceable and neither the Company nor Argoid India are party to or bound by any Contract that limits, restricts or otherwise impairs their ability to use, sell, transfer, assign, license or convey, or that otherwise affects, any of the Owned Intellectual Property. None of the Owned Intellectual Property is subject to any claims of joint ownership, and all actions necessary to maintain and protect the Owned Intellectual Property and the Company's or Argoid India's rights in and to the Licensed Intellectual Property have been taken, including payment of all applicable royalty, license, usage and service fees and the filing of applicable registrations, applications and renewals. This Section 4.12 shall be qualified by the following: (A) all of the Intellectual Property that is core to the business of the Company is set out under Schedule 4.12(b)(A) and the Company is the sole and exclusive owner of all such Intellectual Property and Sentienz Solutions Private Limited, a Company incorporated in India ("Sentienz") has no claims or dues in relation to such Intellectual Property; and (B) the Company jointly owns the Intellectual Property set out under Schedule 4.12(b)(B) with Sentienz; the Company has the right to independently develop or modify such Intellectual Property or integrate it into any of its products or workstreams ("Modified IP"), without any further release or action from Sentienz; and Sentienz shall not have any claims on the Company in relation to the Modified IP.

(c) The Company Intellectual Property constitutes all Intellectual Property necessary for the operation of the business of the Company as conducted prior to the Closing Date and as contemplated to be conducted. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions has not and will not (i) adversely affect the Company Intellectual Property (and the use thereof); (ii) cause the forfeiture or termination of any Company Intellectual Property or any of the Company's or Argoid India's rights therein or thereto, or (iii) give rise to any right of acceleration of any royalties, fees or other payments to any Person payable with respect to any Company Intellectual Property.

(d) Neither the conduct of the business of the Company or Argoid India nor the Company Intellectual Property (or any use thereof) infringes, misappropriates or otherwise violates the rights of any Person, including any Intellectual Property owned or purported to be owned by any Person other than the Company. No Person (including any current or former employee or consultant of the Company or Argoid India) is infringing, misappropriating, or violating the Company Intellectual Property, or any rights of the Company or Argoid India in or to any Company Intellectual Property.

(e) Each current and former employee of the Company or Argoid India and each current and former independent contractor of the Company or Argoid India, in each instance, that was or is involved in the invention, creation, formulation, development, design or modification of any Owned Intellectual Property has executed a valid and binding written agreement expressly assigning to the Company or Argoid India (and requiring the confidentiality of) all right, title and interest in and to all Intellectual Property invented, created, formulated, developed, modified, conceived and/or reduced to practice during the term of such employee's employment or such independent contractor's work for the Company or Argoid India, and has waived all moral rights therein to the extent legally permissible (collectively, "IP Assignment Agreements"). All invention, creation, formulation, development, design and modification of the Owned Intellectual Property was undertaken by either current or former employees of the Company or Argoid India within the scope of their employment or current or former independent contractors of the Company or Argoid India within the scope of their engagement.

(f) The IT systems owned or used by the Company and Argoid India (i) are sufficient in all material respects for the current and contemplated operations of the Company and Argoid India; (ii) operate properly without any material defect, malfunction, unavailability or error; and (iii) are reasonably secure against unauthorized access, intrusion, tampering, impairment, disruption, computer virus or malfunction. There has been no: (x) breach of such IT systems whereby any Proprietary Information constituting Company Intellectual Property has been accessed by, or disclosed to, any Person in an unauthorized manner or (y) unauthorized disclosure of any Proprietary Information in the possession, custody or control of the Company or Argoid India. A list of the IT systems owned or used by the Company and Argoid India are set forth on Schedule 4.12(f).

(g) The Company and Argoid India have taken reasonable measures and implemented reasonable procedures, standards, systems, policies and technologies consistent with industry standards to maintain in confidence and protect the proprietary nature of all Confidential Intellectual Property. None of the Confidential Intellectual Property has been disclosed other than to employees, representatives, agents or independent contractors of the Company and Argoid India, all of whom are bound by written confidentiality agreements or IP Assignment Agreements protecting the confidentiality thereof, and there has been no actual or alleged violation of such agreements with respect to any Confidential Intellectual Property. No Claim relating to an improper use or disclosure, or breach in the security or confidentiality, of any Confidential Intellectual Property has been initiated or threatened against the Company or Argoid India.

(h) The Company and Argoid India have at all times complied with (i) all Privacy Laws and (ii) all Privacy Agreements, and no Person has made any illegal or unauthorized use of any Personal Data constituting Company Intellectual Property. The Privacy Agreements do not require the delivery of any notice to or consent from any Person, or prohibit the unqualified transfer of Personal Data constituting Company Intellectual Property, in connection with the execution, delivery or performance of this Agreement and the other Transaction Documents, or the consummation of any of the Transactions.

(i) The Company has not licensed, distributed or disclosed, or known of any distribution or disclosure by others (including their employees and contractors) of, the source code for any Software included in the Owned Intellectual Property (or other confidential information constituting, embodied in or pertaining to such Software) (“Company Source Code”) to any Person, and the Company and Argoid India have taken all reasonable physical and electronic security measures to prevent the disclosure of same. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, nor will the consummation of the Transactions result in the disclosure or release of such Company Source Code by the Company, Argoid India, or any other Person, to any third party. The Software constituting Company Intellectual Property does not contain and is entirely free of any program routine, device, code or instructions or other undisclosed feature, including any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, worm, Trojan horse, trap door, “disabling”, “lock out”, “metering” device, undocumented code, or any malicious code that is capable of accessing, modifying, deleting, damaging, disabling, corrupting, deactivating, interfering with or otherwise harming any Software or other electronic information resources, computer communications facilities, applications, data, databases, operating systems, platforms, computers or other equipment with which same interacts.

(j) Other than as set forth on Schedule 4.12(j), the Company and Argoid India have not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Owned Intellectual Property; (ii) distributed Open Source Materials in conjunction with any other Software developed, distributed or otherwise exploited by the Company or Argoid India; or (iii) used Open Source Materials that create, or purport to create, obligations for the Company or Argoid India with respect to the Owned Intellectual Property or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property rights (including, but not limited to, using any Open Source Materials that require, as a condition of the use of such Open Source Materials, that other Software incorporated into, derived from or distributed with such Open Source Materials be (x) disclosed or distributed in source code form, (y) licensed for the purpose of making derivative works, or (z) redistributable at no charge or minimal charge).

(k) Schedule 4.12(k) sets forth a true, correct, and complete list of all Company AI Products and all other proprietary AI Technology used or held for use in the Company’s or Argoid India’s business as currently conducted and as currently contemplated to be conducted (collectively, “Company AI”).

(l) Schedule 4.12(l) sets forth a true and correct list and description of the material AI Inputs used in the development, operation, or improvement of any Company AI. The Company and Argoid India have: (i) obtained all licenses, consents, and permissions, provided all notices and disclosures, and otherwise have all rights, in each case as required under applicable Law, to collect and use all such AI Inputs in the conduct of the Company’s or Argoid India’s business as currently conducted and as currently contemplated to be conducted; and (ii) complied in all material respects with all use restrictions and other requirements of any license, consent, permission, or other Contract and any website terms of use, terms of service, or other terms governing the Company’s or Argoid India’s collection and use of such AI Inputs, including the extraction of AI Inputs using web scraping, web harvesting, or similar Software.

(m) The Company and Argoid India have implemented and are in material compliance with industry standard policies and procedures for the ethical and responsible use of AI Technology, including for: (i) developing and implementing AI Technology in a way that promotes transparency, accountability, and human interpretability; (ii) identifying and mitigating bias in AI Inputs or Company AI; and (iii) management oversight and approval of employees' and contractors' collection and use of AI Inputs and development and implementation of AI Technology. There are no facts or circumstances that are reasonably likely to be expected to give rise to any Claim by any Governmental Authority or other Person: (A) alleging that any AI Inputs used in the development, training, improvement, or testing of any Company AI was falsified, biased, untrustworthy, or manipulated in an unethical or unscientific way; or (B) otherwise concerning any Company AI or the Company's or Argoid India's development or implementation of AI Technology.

4.13 Litigation. There is no Claim pending or, to the Company's Knowledge, threatened against or affecting the Company or Argoid India or any of their respective properties, assets or rights, at law or in equity, before or by any Governmental Body. Neither the Company nor Argoid India is operating under, or subject to, any Claim or Order.

4.14 Governmental Consents. Except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, neither the Company nor Argoid India is required to submit any notice, report or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement, any other Company Document or the consummation of the Transactions. No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required to be obtained by the Company in connection with any of the execution, delivery or performance of this Agreement or the other Company Documents by the Company or the consummation by the Company of any other transaction contemplated hereby. No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body was required to be obtained by Argoid India or the Argoid India Shareholders in connection with any of the execution, delivery or performance of the Argoid India SPA by it or them.

4.15 Labor Relations; Employee Benefit Plans.

(a) Schedule 4.15(a) lists, as of the date of this Agreement, all employees of the Company and Argoid India, including for each such employee, his or her (i) name; (ii) job title; (iii) employing entity, (iv) status as a full-time or part-time employee; (v) years of service; and (vi) work location. The total compensation for 2023 of all employees of the Company and Argoid India has been provided to the Purchaser prior to the date of this Agreement. No employees of the Company or any of its Subsidiaries perform services for the Company or Argoid India outside of the United States or India. No employees of the Company or Argoid India are, or since December 31, 2020 have been, covered by a collective bargaining agreement or similar labor agreement or represented by a labor union or other labor organization or bargaining agent, and no union organizing efforts are being conducted.

(b) Schedule 4.15(b) lists as of the date of this Agreement all individuals who perform services for the Company or Argoid India as (i) an independent contractor, (ii) a leased employee or (iii) an unpaid intern, the services they perform, their rate of compensation and any bonus entitlement. No such individual performs services for the Company or Argoid India outside the United States or India.

(c) The Company and Argoid India have paid or made provision for the payment of all salaries and accrued wages. The Company and Argoid India have complied with all applicable Laws relating to the employment of labor, and have withheld and paid to the appropriate Government Authority, or are holding for payment not yet due to such authority, all amounts required by Law or agreement to be

withheld from the wages or salaries of the employees of the Company and Argoid India. The Company and Argoid India have properly classified for all purposes all individuals who have performed services for or on behalf of the Company or Argoid India.

(d) There are no Claims pending or, to the Knowledge of the Company, threatened, by any current or former employee or individual independent contractors of the Company or Argoid India in relation to his or her employment or service with, or termination of employment or service from, the Company or Argoid India.

(e) Each Company Benefit Plan (i) has been maintained, in all material respects, in accordance with all applicable requirements of Law and its terms, (ii) that is intended to qualify for special Tax treatment, meets all requirements for such treatment, (iii) that is intended to be funded and/or book reserved, is funded and/or book-reserved, as required under applicable Law, and (iv) if required to be registered or approved by any Governmental Authority, has been so-registered or approved. All contributions and premium payments required to have been paid under or with respect to any Company Benefit Plan have been timely paid. There are no Claims pending, or to the Knowledge of the Company, threatened, (other than routine claims for benefits in the ordinary course) with respect to any Company Benefit Plan which could give rise to a material liability, and the Company has no Knowledge of any facts which could give rise to any such Claims (other than routine claims for benefits in the ordinary course).

(f) No Company Benefit Plan provides, and neither the Company nor Argoid India has promised to provide, health, life insurance or other welfare benefits to retired or other terminated employees, officers, independent contractors, or directors of the Company or Argoid India (or any spouse, beneficiary or dependent thereof) other than “COBRA” continuation coverage required by Section 4980B of the Code or Sections 601-608 of ERISA or similar Law.

(g) None of the Company, Argoid India, or any ERISA Affiliate maintains, sponsors, participates in, contributes to or is required to contribute to or has, at any time, maintained, participated in, contributed to or been required to contribute to (i) a “defined benefit plan” within the meaning of Section 3(35) of ERISA, whether or not subject to ERISA, or (ii) a “multiemployer plan” within the meaning of Section 3(37) or 4001(a)(3) of ERISA, and none of the Company or Argoid India or any of their ERISA Affiliates has any liability, contingent or otherwise, with respect to such plans.

(h) Neither the execution of this Agreement nor the consummation of the Transactions will (either alone or in combination with another event): (i) increase the amount of compensation or benefits otherwise payable under any Company Benefit Plan; (ii) result in the acceleration of the time of payment, exercisability, funding or vesting of any such benefits; or (iii) result in any payment (whether severance pay or otherwise) becoming due to, or with respect to, any current or former employee, officer, independent contractor, or director of the Company or Argoid India. No payment or series of payments that would constitute a “parachute payment” (within the meaning of Section 280G of the Code) has been made or will be made by the Company or Argoid India, directly or indirectly, to any current or former employee, officer, independent contractor, or director in connection with the execution of this Agreement or as a result of the consummation of the Transactions.

4.16 Insurance. The Company has provided or made available to the Purchaser correct and complete copies of all Insurance Policies as well as the claims history under such policies for the period from December 31, 2020 through the date of this Agreement. All of such Insurance Policies are in full force and effect and provide coverage that is customary for similarly situated businesses. With respect to each such Insurance Policy, (a) neither the Company, nor Argoid India, is in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice of claims), and, to the Knowledge of the Company, no event has occurred which, with notice or the lapse of time or both,

would constitute such a breach or default, or permit termination or modification, under any such Insurance Policy and (b) no written notice of cancellation or termination has been received other than in connection with ordinary renewals.

4.17 Assets.

(a) Schedule 4.17(a) of this Agreement set forth a true, correct and complete list of all of the Company's and Argoid India's inventory, machinery, equipment, furniture, office equipment, supplies, materials, vehicles and other items of tangible personal property of every kind, and each intangible assets, to the extent not otherwise set forth on any other schedule of this Agreement. All of the tangible and intangible assets owned by or leased to the Company and Argoid India are sufficient for the conduct of their respective businesses in the manner in which such businesses are currently being conducted.

(b) Except as set forth in the Disclosure Schedules, the property and assets that the Company and Argoid India own are free and clear of all Liens.

4.18 Affiliated Transactions.

(a) Except as set forth on Schedule 4.18, there are no Related Party Agreements or Contracts with any Securityholders or securityholders of Argoid India, and to the Company's Knowledge, no Insider has any interest in any asset or property (real or personal), tangible or intangible, owned by, used in or pertaining to the business of the Company or Argoid India.

(b) Each of the Related Party Agreements and Contracts set forth on Schedule 4.18, if any, has been entered into, and all transactions between the Company or Argoid India, on the one hand, and an Insider or shareholder on the other hand, have at all times been conducted on arm's-length terms and in accordance with applicable Laws regarding transfer pricing and all documentations and records required as per applicable Laws have been maintained.

4.19 Brokerage. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company or Argoid India in connection with the Transactions and there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement made by or on behalf of the Company or Argoid India.

4.20 Permits; Compliance with Laws.

(a) Each of the Company and Argoid India holds and is in compliance, in all material respects, and since December 31, 2020 has held and has been in compliance, with all Permits applicable to the business and operations of the Company and Argoid India as presently conducted. Since December 31, 2020, neither the Company nor Argoid India has received written notice relating to the violation, suspension, revocation or modification of any Permit which is applicable to the business and operations of the Company and Argoid India as presently conducted.

(b) (i) each of the Company and Argoid India is, and since December 31, 2020 has been, in compliance in all material respects with all Laws applicable to their respective businesses, operations and assets, and (ii) neither the Company nor Argoid India has, since December 31, 2020, received any written notice alleging any material failure to comply with any applicable Law that has not been remedied or cured.

4.21 International Trade Compliance; Sanctions.

(a) The Company has complied, in all material respects, with the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”), and with all applicable sanctions and export control laws and regulations.

(b) Except as would not, individually or in the aggregate, constitute or reasonably be expected to constitute a Material Adverse Change, since December 31, 2020 (i) the Company and Argoid India (and, to the Knowledge of the Company, their respective officers, directors, employees, agents or representatives in their capacity as such) have complied with all applicable Anti-Bribery or Export Laws, (ii) neither the Company nor Argoid India has (A) received written notice of, any actual, alleged or potential violation of any Anti-Bribery or Export Law or (B) been a party to or the subject of any pending (or to the Knowledge of the Company, threatened) action, or, to the Knowledge of the Company, any audit or investigation, by or before any Governmental Body (including receipt of any subpoena) related to any actual, alleged or potential violation of any Anti-Bribery or Export Law and (iii) neither the Company nor Argoid India (nor, to the Knowledge of the Company, any of their respective officers, directors, employees, consultants, agents or representatives in their capacity as such) has offered, paid, authorized or promised to pay anything of value to any Person for the purpose of improperly influencing any decision of any officer, employee, representative or body of any Governmental Entity (including any entity owned or controlled by any Governmental Entity) or improperly obtaining or retaining business or a business advantage.

(c) For the purpose hereof, “Anti-Bribery or Export Laws” means (i) the FCPA, the UK Bribery Act of 2010, all Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions and all other applicable Laws relating to bribery, corruption or kick-backs, (ii) all Laws imposing trade sanctions on any Person, including, all Laws administered by the U.S. Treasury Department Office of Foreign Assets Control, all sanctions Laws or embargos imposed or administered by the U.S. Department of State, the United Nations Security Council, Her Majesty’s Treasury or the European Union, and all anti-boycott Laws administered by the U.S. Department of State or the Department of Treasury, and (iii) all Laws relating to the import, export, re-export, or transfer of information, data, goods, and technology, including the Export Administration Regulations administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations administered by the U.S. Department of State, and the export control laws and regulations of the United Kingdom or the European Union.

(d) Neither the Company nor Amagi India is (i) the subject or target of any Sanctions, or (ii) located, organized, or resident in a Sanctioned Country. None of the Company, Amagi India or any Securityholder or securityholder of Amagi India will make any payments under or relating to or arising out of this Agreement or the Argoid India SPA, directly or indirectly, in any manner that would result in the violation of any applicable Sanctions. Neither the Company nor Amagi is or has ever been in material violation of any applicable Sanctions. Neither the Company nor Amagi India is subject to any pending or (to the Knowledge of the Company) threatened investigations or proceedings with respect to any applicable Sanctions.

4.22 Bank Accounts. Schedule 4.22 sets forth the name of each bank in which the Company or Argoid India has an account or safe deposit box or standby letter of credit and the identifying numbers or symbols thereof together with the authorized signatories therefore and all Persons having access thereto.

4.23 Suitability. Neither the Company nor Argoid India, nor, to the Knowledge of the Company, any Key Employee (a) has ever been convicted of, plead no contest to or, to the Knowledge of the Company, indicted for any felony or any crime involving fraud, misrepresentation, bribery or moral turpitude, (b) is subject to any Order barring, suspending or otherwise limiting the right of such Person to

engage in any activity of the Company or Argoid India or (c) since December 31, 2020, has been denied any Permit affecting the ability of such Person to conduct any activity currently conducted or currently contemplated to be conducted by the Company or Argoid India, nor, to the Knowledge of the Company, is there any basis upon which such Permit may be denied, in each of the foregoing cases described in clause (c) of this Section 4.23, with respect to Permits that would reasonably be expected to be material to the ability of the Company and Argoid India to conduct their business as currently conducted.

4.24 CFIUS. The Company does not produce, design, test, manufacture, fabricate, or develop “critical technologies” as that term is defined in 31 C.F.R. § 800.215; (b) perform the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment “critical infrastructure;” or (c) collect “sensitive personal data” of U.S. citizens as defined in 31 C.F.R. § 800.241, and it does not intend to do so in the future.

4.25 Representations and Warranties with Respect to the Stockholder Representative.

(a) The Stockholder Representative is an individual and has the legal capacity to enter into this Agreement and the other Transaction Documents to which he is or will be a party, to perform his obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement has been, and each of the Transaction Documents to which the Stockholder Representative is or will be a party has been or will be at or prior to the Closing, duly and validly authorized, executed and delivered by the Stockholder Representative, and assuming that this Agreement and each such other Transaction Document is a valid and binding obligation of the other parties hereto and thereto, this Agreement constitutes, and each such other Transaction Document when so executed and delivered will constitute, a legal, valid and binding obligation of the Stockholder Representative, enforceable against the Stockholder Representative in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors’ rights or to general principles of equity.

(c) The execution, delivery and performance by the Stockholder Representative of this Agreement and each of the Transaction Documents to which it will be a party and the consummation of the Transactions by the Stockholder Representative, or compliance by the Stockholder Representative with any of the provisions hereof or thereof, do not and will not (i) conflict with, result in any breach of, require any notice under, constitute a default under (with or without notice or lapse of time or both), result in a violation of, give rise to any right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, or give rise to any obligation of the Stockholder Representative to make any payment under, any provision of (i) (A) any Contract to which the Stockholder Representative is a party, (B) any outstanding Order applicable to the Stockholder Representative or any of the properties or assets of the Stockholder Representative, or (C) any applicable Law to which the Stockholder Representative or its business or properties is subject or (ii) result in the creation of any Lien upon any properties or assets of the Stockholder Representative, except, with respect to clause (i) of this sentence, as has not had and would not be reasonably likely to have, individually or in the aggregate, a material adverse effect on the ability of the Stockholder Representative to perform its obligations under this Agreement or any other Transaction Document.

(d) There is no Claim pending or, to the Company’s Knowledge, threatened against or affecting the Stockholder Representative or any of its properties, assets or rights, at law or in equity, before or by any Governmental Body that is reasonably likely to materially and adversely affect the ability of the Stockholder Representative to perform its obligations under, or consummate the transactions contemplated by, this Agreement or any of the other Transaction Documents to which the Stockholder Representative is a party.

4.26 Covid Relief Program. Neither the Company nor Argoid India has applied for or received loans or grants, deferred Taxes (including payroll Taxes), claimed any Tax credits (including employee retention tax credits) or availed itself of any Tax benefits pursuant to the COVID Relief Programs. The Company and Argoid India have complied in all material respects with the COVID Relief Programs.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND THE MERGER SUB

The Purchaser and the Merger Sub represent and warrant to the Company as follows:

5.01 Organization and Corporate Power. The Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of Delaware, with all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by the Purchaser in connection with the transactions contemplated by this Agreement (the “Purchaser Documents”) and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Merger Sub is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, with all requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by the Merger Sub in connection with the transactions contemplated by this Agreement (the “Merger Sub Documents”) and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Merger Sub is a wholly-owned direct Subsidiary of the Purchaser.

5.02 Authorization. The execution, delivery and performance of this Agreement and each of the Purchaser Documents or the Merger Sub Documents (as applicable) by the Purchaser and the Merger Sub and the consummation by the Purchaser and Merger Sub of the Transactions have been duly and validly authorized and approved by all requisite corporate and stockholder action, and no other corporate or stockholder proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement, the Purchaser Documents and the Merger Sub Documents. This Agreement and each of the Purchaser Documents or the Merger Sub Documents (as applicable) have been duly and validly authorized, executed and delivered by the Purchaser and the Merger Sub (as applicable), and assuming that each of this Agreement, the Purchaser Documents, and the Merger Sub Documents is a valid and binding obligation of the other parties hereto and thereto, this Agreement and each of the Purchaser Documents, or the Merger Sub Documents (as applicable) constitutes a legal, valid and binding obligation of the Purchaser or the Merger Sub (as applicable), enforceable against the Purchaser or the Merger Sub (as applicable), in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors’ rights or to general principles of equity.

5.03 No Violation. Neither the Purchaser nor the Merger Sub is subject to or obligated under its certificate of incorporation, bylaws, other governing documents, any applicable Law, or rule or regulation of any Governmental Body, or any material agreement or instrument, or any license, franchise or permit, or subject to any Order which would be breached or violated in any respect by the Purchaser’s or the Merger Sub’s execution, delivery or performance of this Agreement, the Merger Sub Documents and the Purchaser Documents (as applicable), which would individually or in the aggregate have a material adverse effect on the ability of the Purchaser or Merger Sub to consummate the Transactions.

5.04 Governmental Bodies; Consents. Except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, neither the Purchaser nor the Merger Sub is required to submit any notice, report or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement or the consummation of the Transactions. No consent,

waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required to be obtained by the Purchaser or the Merger Sub in connection with its execution, delivery and performance of this Agreement or the consummation of the Transactions.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.01 Acknowledgments.

(a) Acknowledgement by the Purchaser. The representations and warranties of the Company expressly and specifically set forth in Article IV (together with any representations and warranties expressly and specifically made by the Stockholders in the Letter of Transmittal and in any other Transaction Documents), as qualified by the Disclosure Schedules to the extent permitted in accordance with Section 9.13, constitute the sole and exclusive representations, warranties, and statements (including by omission) of any kind or nature, whether written or oral, expressed or implied, statutory or otherwise (including, for the avoidance of doubt, relating to quality, quantity, condition, merchantability, fitness for a particular purpose or conformity to samples) of any of the Company, the Stockholders, the Stockholder Representative or any of their respective Non-Recourse Parties as to any matter concerning the Company, Argoid India, or any of their respective businesses or in connection with this Agreement or the transactions contemplated by this Agreement, or with respect to the accuracy or completeness of any information provided to (or otherwise acquired by) the Purchaser or the Merger Sub or any of their respective Non-Recourse Parties in connection with this Agreement or the transactions contemplated by this Agreement (including, for the avoidance of doubt, any statements, information, documents, projections, forecasts or other material made available to the Purchaser, the Merger Sub or any of their respective Non-Recourse Parties in certain “data rooms” or presentations including “management presentations”) and all other purported representations and warranties or statements (including by omission) are hereby disclaimed by the Company, the Stockholders, the Stockholder Representative and each of their respective Non-Recourse Parties and none of the Purchaser or the Merger Sub or any of their respective Non-Recourse Parties shall have any claim with respect to their purported use of, or reliance on, any such representations, warranties or statements (including by omission).

(b) Acknowledgement by the Company, the Stockholders and the Stockholder Representative. The representations and warranties of the Purchaser and the Merger Sub expressly and specifically set forth in Article V constitute the sole and exclusive representations, warranties, and statements (including by omission) of any kind or nature, whether written or oral, expressed or implied, statutory or otherwise of any of the Purchaser or the Merger Sub or any of their respective Non-Recourse Parties as to any matter concerning the Purchaser or the Merger Sub or any of their respective businesses or in connection with this Agreement or the transactions contemplated by this Agreement, or with respect to the accuracy or completeness of any information provided to (or otherwise acquired by) the Company, the Stockholder Representative or the Stockholders or any of their respective Non-Recourse Parties in connection with this Agreement or the transactions contemplated by this Agreement and all other purported representations and warranties or statements (including by omission) are hereby disclaimed by the Purchaser, the Merger Sub and each of their respective Non-Recourse Parties and none of the Company, the Stockholder Representative or the Stockholders, or any of their respective Non-Recourse Parties shall have any claim with respect to their purported use of, or reliance on, any such representations, warranties or statements.

ARTICLE VII

INDEMNIFICATION

7.01 Indemnification of the Indemnified Parties.

(a) From and after the Closing, the Surviving Corporation, the Purchaser and each of their respective Affiliates, officers, directors, employees or agents (collectively, the “Indemnified Parties”) shall be indemnified, other than in the case of fraud, solely and exclusively by exercising the set-off right pursuant to Section 7.07, against, and held harmless from, any and all loss, Liability, damage or expense (including reasonable legal fees) (“Losses”) suffered or incurred by any of the Indemnified Parties to the extent based upon, arising out of, asserted against, resulting from, imposed on, in connection with, or otherwise in respect of the following Claims: (i) any breach or inaccuracy of any of the representations and warranties expressly and specifically set forth in Article IV or in any other Transaction Document (including, for the avoidance of doubt, the Argoid India SPA), or any breach of any obligation of the Company, any Stockholder, or the Stockholder Representative under this Agreement or in any other Transaction Document (including, for the avoidance of doubt, the Argoid India SPA); (ii) Indemnified Taxes and indemnities for Taxes arising under the Argoid India SPA; and (iii) any Claims by any Securityholders of the Company in connection with this Agreement and the transactions contemplated hereby (including, for the avoidance of doubt, for breaches of contract and/or fiduciary duties or brought in respect of any appraisal actions by Dissenting Shares, any Claims by Securityholders that the consideration paid or payable hereunder is otherwise insufficient, or any Claims related to the Information Statement distributed by the Company to the Stockholders) and any Claims by any securityholders of Argoid India or other Persons in connection with the Argoid India SPA and the transactions contemplated thereby (including any for the avoidance of doubt, for breaches of contract and/or fiduciary duties or any Claims by securityholders of Argoid India that the consideration paid or payable thereunder is otherwise insufficient).

(b) For purposes of determining whether there has been a breach or inaccuracy of any representation or warranty expressly and specifically set forth in Article IV, and the amount of Losses that are the subject matter of a claim for indemnification hereunder for breach or inaccuracy thereof, each representation and warranty expressly and specifically set forth in Article IV (other than the representations and warranties set forth in the second sentence of Section 4.05(b) (Financial Statements), and Section 4.07 (Absence of Certain Changes) shall be read without giving effect to any “material”, “materially”, “materiality”, “in all material respects”, “Material Adverse Effect”, and similar qualifications and words of similar import contained in any of such representations and warranties.

7.02 Exclusive Remedy. The Indemnified Parties’ sole and exclusive remedy against the Stockholder Representative, the Securityholders and each of their respective Non-Recourse Parties (the “Indemnifying Parties”), whether in any individual, corporate or any other capacity, with respect to any and all claims due to any breach or inaccuracy of any of the representations or warranties or nonperformance of or default under any agreements contained in this Agreement shall be the set-off right against the Earn-Out Payment, if applicable. Nothing in this Section 7.02 shall limit a party’s right to bring a claim for fraud.

7.03 Termination of Indemnification. The obligations to indemnify and hold harmless a party pursuant to this Article VII in respect of a breach of representation or warranty or covenant shall terminate when the applicable representation or warranty or covenant terminates pursuant to Section 7.06; provided, however, that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which a Indemnified Party shall have, prior to the expiration of the applicable period set forth in Section 7.06, previously made a Claim by delivering a written notice (stating in reasonable detail the nature of, and factual and legal basis for, any such Claim for indemnification, the amount thereof (if known and

quantifiable) and the provisions of this Agreement upon which such Claim for indemnification is made) to the Indemnifying Party.

7.04 Procedures Relating to Indemnification.

(a) In order for a Indemnified Party to be entitled to any indemnification provided for under this Agreement, if such Indemnified Party desires to make a Claim or receives actual notice of any Claim from any third-party that could require the Indemnifying Parties to indemnify such Indemnified Party, Purchaser shall promptly provide written notice (the “Claim Notice”) to the Stockholder Representative specifying in reasonable detail a description of the Claim, the amount thereof (if known and quantifiable) and the basis thereof and the provisions of this Agreement upon which such Claim for indemnification is made, provided, that the failure to give such prompt notice shall not prevent any Indemnified Party from being indemnified hereunder for any Losses, except to the extent that the failure to so promptly notify the Stockholder Representative results in the Indemnifying Parties forfeiting material rights or material defenses or otherwise being materially prejudiced. Thereafter, the Indemnified Party shall deliver to the Stockholder Representative, within five (5) Business Days after the Indemnified Party’s receipt thereof (from any third-party claimant), copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Claim.

(b) (i) If a Claim is brought by a third-party against an Indemnified Party, the Indemnified Party shall control the defense of such Claim which such control shall include the Indemnified Party’s right to settle such Claim with the claimant(s) or pay the full or partial amount of such Claim, and the Purchaser shall be entitled to set-off the (which such amount paid or to be paid shall be deemed to be the Resolved Claim amount) in the event that thirty (30) calendar days has elapsed since the Claim was made (provided that such time period may be shortened for any Claims made less than thirty (30) days prior to the Tranche 1 Earn-Out Reference Date or the Tranche 2 Earn-Out Reference Date, as applicable, so as to enable the Indemnified Party to resolve such Claims prior to the Tranche 1 Earn-Out Reference Date or Tranche 2 Earn-Out Reference Date, as applicable) (such 30 day of, if applicable, shorter, period, the “Claim Consultation Period”). During the Claim Consultation Period, the Purchaser shall consult with the Stockholder Representative on the merits of such Claim and the Indemnifying Party shall be entitled to, at the Indemnifying Party’s own expense, participate in the defense thereof, provided, that notwithstanding the foregoing, any such settlement or decision to pay the full or a partial amount of such Claim may be made on such terms as the Indemnified Party and the Purchaser may determine, in their sole discretion and in no event shall the Indemnifying Party be permitted to assume and conduct the defense against such Claim or be entitled to participate in any settlement discussions or negotiations or to control the terms of any settlement or resolution of such Claim.

(ii) If a Claim is brought by an Indemnified Party, then the Purchaser and the Stockholder Representative shall seek in good faith to resolve such Claim. In the event that the Purchaser and the Stockholder Representative are unable to resolve disagreements within sixty (60) days after delivery of the Claim Notice, then the Purchaser and the Stockholder Representative shall submit such disagreements to the Accounting Firm (which shall resolve such Claim in accordance with the provisions of Section 2.10(b)(iii)) or, if no Accounting Firm is willing or able to resolve such Claim, such Claim shall be resolved pursuant to Section 9.11.

7.05 Tax Status of Adjustment of Aggregate Merger Consideration. Any indemnity payment under this Agreement shall be treated by all Indemnified Parties as an adjustment to the Aggregate Merger Consideration for Tax purposes.

7.06 Survival. All of the representations and warranties shall survive (and not be affected in any respect by) the Closing Date until the date that is three (3) years after the Closing Date, and shall survive

any investigation conducted by or on behalf of any party hereto and any information or knowledge which any party may receive or have. All of the covenants and agreements contained in this Agreement or in any other Transaction Document shall survive (and not be affected in any respect by) the Closing indefinitely, and shall survive any investigation conducted by or on behalf of any party hereto and any information or knowledge which any party may receive or have.

7.07 Set-Off. Subject to, and in accordance with, the provisions of this Article VII, any obligations arising under Section 7.01 shall be limited to a set-off against any undistributed Earn-Out Payment amounts. For the avoidance of doubt, absent fraud, in the event there is an insufficient undistributed Earn-Out Payment amount available to set-off any obligations set forth above, the Indemnifying Parties shall have no obligation to return any amounts previously received in order to cover such indemnification obligations.

7.08 No Right of Contribution. Notwithstanding anything in this Agreement to the contrary, no Stockholder shall any right of indemnification, contribution or reimbursement from or remedy against the Company, the Surviving Corporation or Argoid India as a result of any indemnification that he, she or it is required to make under or arising out of the breach or inaccuracy of any representation, warranty, covenant or other obligation contained in this Agreement or any other Transaction Document or in any certificate, document or other instrument delivered in connection herewith or therewith (including, without limitation, any such breach or inaccuracy of a representation, warranty, covenant or other obligation that relates to the Company or Argoid India).

ARTICLE VIII

TAX MATTERS

8.01 Preparation and Filing of Tax Returns; Payment of Taxes. The Purchaser shall prepare all Tax Returns of the Company for all Tax periods ending on or prior to or the Closing Date and all Tax Returns of Argoid India including but not limited to GST Annual returns for all Tax periods ending on or prior to or the Argoid India Closing Date, in each case which are filed after the Closing Date (in each case, to the extent not already filed prior thereto). Each such Tax Return with respect to Taxes shall be submitted to the Purchaser for review at least thirty (30) days prior to the due date of such Tax Return (taking into account applicable extensions) and obtain confirmation on filing of tax returns at least seven (7) days prior to due date.

8.02 Allocation of Certain Taxes.

(a) If the Company or the Surviving Corporation is permitted, but not required, under applicable Income Tax Laws to treat the Closing Date as the last day of a taxable period, such day shall be treated as the last day of a taxable period.

(b) Any Taxes for a taxable period beginning before the Closing Date and ending after the Closing Date (a “Straddle Period”) with respect to the Surviving Corporation or the Company or any Subsidiary shall be apportioned for purposes of this Agreement between the portion of the period ending on the Closing Date and the portion of the period commencing on the day immediately following the Closing Date, the amount of any Taxes other than property or ad valorem Taxes shall be determined based on an interim closing of the books as of the close of business on the day prior to the Closing Date, and the amount of property and ad valorem Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the day prior to the Closing Date and the denominator of which is the number of days in such Straddle Period. For purposes of determining

the amount of Indemnified Taxes and Adjusted Closing Net Liabilities, inclusions pursuant to Code §951 or Code §951A shall be determined as if the taxable year for U.S. federal, state and local income tax purposes of Argoid India ended on the Closing Date.

8.03 Transfer Taxes. At the Closing or, if due thereafter, promptly when due, all gross receipts, transfer Taxes, real property transfer Taxes, sales Taxes, use Taxes, excise Taxes, stamp Taxes, conveyance Taxes and any other similar Taxes applicable to, arising out of or imposed upon the Transactions (the “Transfer Taxes”) shall be shared equally between the Stockholders, on one hand, and the Purchaser, on the other hand; provided, however, that Taxes based on or measured by gain shall not be treated as Transfer Taxes and shall be borne solely by the Stockholders. The Purchaser and the Stockholder Representative shall cooperate in the preparation of Tax Returns with respect to Transfer Taxes.

8.04 Cooperation on Tax Matters. The Purchaser, on the one hand, and the Stockholder Representative (on behalf of the Stockholders), on the other hand, and their respective Affiliates shall cooperate in (i) the preparation of all Tax Returns for any Tax periods and (ii) the conduct of any Tax Proceeding, for which one (1) party could reasonably require the assistance of the other party in obtaining any necessary information. Such cooperation shall include, but not be limited to, furnishing prior years’ Tax Returns or return preparation packages illustrating previous reporting practices or containing historical information relevant to the preparation of such Tax Returns, and furnishing such other information within such party’s possession requested by the other party as is relevant to the preparation of the Tax Returns or the conduct of the Tax Proceeding. Such cooperation and information also shall include promptly forwarding copies of appropriate notices and forms or other communications received from or sent to any Governmental Body which relate to the Surviving Corporation, the Company or any Subsidiary, and providing copies of all relevant Tax Returns, together with accompanying schedules and related workpapers, documents relating to rulings or other determinations by any Governmental Body and records concerning the ownership and tax basis of property, which the requested party may possess.

8.05 Code Section 338 Election. The Purchaser may make any election under Section 338 of the Code with respect to the transactions contemplated by this Agreement.

ARTICLE IX

MISCELLANEOUS

9.01 Press Releases and Communications. No press release or public announcement shall be issued or made without the approval of the Purchaser, unless required by Order or applicable Law (in the reasonable opinion of counsel), and each Stockholder shall be permitted to disclose any information about the Transaction that the Purchaser or the Company previously disclosed publicly.

9.02 Expenses. Except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses, and travel, lodging, entertainment and associated expenses) incurred in connection with the negotiation of this Agreement, the Argoid India SPA, and the other agreements contemplated hereby and thereby, the performance of this Agreement, the Argoid India SPA, and the other agreements contemplated hereby and thereby, and the consummation of the Transactions (a) by the Company, Argoid India, the Stockholders and the Argoid India Shareholders shall be paid by the Stockholders and the Argoid India Shareholders (through a deduction to the Closing Merger Consideration or set-off against the Earn-Out Payment amount), or (b) by the Purchaser or the Merger Sub shall be paid by the Purchaser or the Merger Sub.

9.03 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via electronic mail as of the date so transmitted (or, if transmitted after normal business hours (of the location of the recipient), on the next Business Day at the local time of the recipient), (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), or (d) the seventh Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties hereto at the address set forth below, or at such other address as such party may specify by written notice to the other party hereto:

Notices to the Purchaser, the Merger Sub or the Surviving Corporation:

Amagi Corporation
c/o Amagi Media Labs Private Limited
4th Floor, Raj Alkaa Park, Bannerghatta Road
Kalena Agrahara, Bengaluru, Kothnur, Karnataka 560076
India
E-mail Address: legal@amagi.com and compliance@amagi.com
Attention: Legal Department

with a copy (which alone shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
E-mail Address: ken.lefkowitz@hugheshubbard.com
Attention: Kenneth A. Lefkowitz

Notices to the Stockholder Representative, or to the Stockholders:

Argoid Analytics, Inc.
1 Pennsylvania Plaza, Suite 1401,
New York, NY 10119
Attention: Gokul Muralidharan
Email: gokul@argoid.com

9.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either the Purchaser or the Company without the prior written consent of the other party; provided, however, that each of the Purchaser, the Merger Sub and the Surviving Corporation may assign their respective rights under this Agreement and any other Transaction Document to their lenders as collateral security for their obligations under any of their secured debt financing arrangements; provided, further, that each of the Purchaser, the Merger Sub and the Surviving Corporation may assign their respective rights and obligations under this Agreement and any other Transaction Document to any of their Affiliates; provided however, that any such assignment shall not relieve the obligations and liabilities of the Purchaser under this Agreement, for which it will remain liable and obligated. Any purported assignment or delegation in violation of the provisions of this Section 9.04 will be null and void. For the avoidance of doubt, no Stockholder shall be entitled to assign and/or transfer all or any portion of its rights to the Aggregate Merger Consideration (including all or any portion of the Additional Merger Consideration) to any other Person.

9.05 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.06 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, and no party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedules, or exhibits in any dispute or controversy between the parties hereto as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules, or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the Ordinary Course of Business for purposes of this Agreement. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. The information contained in this Agreement, in the Disclosure Schedules, and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third-party of any matter whatsoever (including any violation of Law or breach of contract).

9.07 Amendment and Waiver. Except as provided herein, any provision of this Agreement or the Disclosure Schedules or exhibits hereto may be amended or waived only in a writing signed by the Purchaser and the Company, and, only to the extent affecting the Stockholder Representative, the Stockholder Representative, if prior to Closing, or the Purchaser and the Stockholder Representative, if after Closing. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

9.08 Complete Agreement. This Agreement and the other Transaction Documents contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties hereto, written or oral, which may have related to the subject matter hereof in any way, including (i) that certain Non-Binding Letter of Intent, dated July 3, 2024, by and between the Company and Purchaser, and (ii) the Advance Agreement.

9.09 Third-Party Beneficiaries. The provisions of this Agreement are intended for the benefit of, and shall be enforceable only by the Stockholder Representative for the benefit of the Stockholders, and the Stockholder Representative shall have the right, but not the obligation, to enforce any obligations of the Purchaser, Merger Sub, or the Surviving Corporation under this Agreement for the benefit of the Stockholders. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement and the Stockholder Representative (for the benefit of the Stockholders).

9.10 Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one (1) or

more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re execute the original form of this Agreement and deliver such form to all other parties hereto. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.11 Governing Law; Jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto, and all claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Except as to disputes set forth in Section 2.10, the parties hereto hereby agree and consent to be subject to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent such court declines jurisdiction, first to any federal court, or second, to any state court, each located in Wilmington, Delaware, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the parties hereto (a) waives the defense of inconvenient forum, (b) agrees not to commence any suit, action or other proceeding arising out of this Agreement or any Transactions other than in any such court, and (c) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Service of process, summons, notice or other document delivered in accordance with Section 9.03 will be effective service of process for any suit, action or other proceeding relating to this Agreement or the transactions contemplated hereby. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9.12 Stockholder Representative.

(a) Effective upon and by virtue of the Stockholder Approval or by participating in the Merger and receiving the benefits thereof, including the right to receive consideration payable in connection with the Merger, and without any further act of any of the Stockholders, each Stockholder shall be deemed to have approved the appointment of, and hereby irrevocably appoints, the Stockholder Representative as the representative, agent, proxy, and attorney in fact (coupled with an interest) for all the Stockholders for all purposes in connection with this Agreement and the Letter of Transmittal, including the full power and authority on the Stockholders’ behalf: (i) to consummate the Transactions contemplated under this Agreement and the other agreements, instruments, and documents contemplated hereby or executed in connection herewith, (ii) to negotiate claims and disputes arising under, or relating to, this Agreement and

the other agreements, instruments, and documents contemplated hereby or executed in connection herewith (including, for the avoidance of doubt, payments of the Earn-Out Payment under Section 2.10 and claims for indemnification under Article VII), (iii) to authorize the disbursement to, any Stockholder of any funds owed to such Stockholder under this Agreement (including, for the avoidance of doubt, any portion of the Aggregate Merger Consideration) or otherwise, (iv) to execute and deliver any amendment or waiver to this Agreement and the other agreements, instruments, and documents contemplated hereby or executed in connection herewith (without the prior approval of any Stockholder), and (v) to take all other actions to be taken by or on behalf of any Stockholder in connection with this Agreement and the other agreements, instruments, and documents contemplated hereby or executed in connection herewith. Such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Stockholder Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of each Stockholder. All decisions and actions by the Stockholder Representative shall be binding upon each Stockholder, and no Stockholder shall have the right to object, dissent, protest or otherwise contest the same. The Stockholder Representative shall have no duties or obligations hereunder, including any fiduciary duties, except those set forth herein, and such duties and obligations shall be determined solely by the express provisions of this Agreement.

(b) The Stockholders will indemnify, defend and hold harmless the Stockholder Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (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 the Stockholder Representative’s execution and performance of this Agreement and any agreements ancillary hereto, in each case as such Representative Loss is suffered or incurred; provided, however, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Stockholder Representative, the Stockholder Representative will reimburse the Stockholders the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. In no event will the Stockholder Representative be required to advance its own funds on behalf of the Stockholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Stockholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Stockholder Representative under this section. The foregoing indemnities will survive the Closing, the resignation or removal of the Stockholder Representative or the termination of this Agreement.

(c) The Stockholder Representative will incur no liability of any kind with respect to any action or omission by the Stockholder Representative in connection with the Stockholder Representative’s services pursuant to this Agreement and any agreements ancillary hereto, except in the event of liability directly resulting from the Stockholder Representative’s gross negligence or willful misconduct. The Stockholder Representative shall not be liable for any action or omission pursuant to the advice of counsel.

(d) The provisions set forth in this Section 9.12 shall in no way impose any liability or obligation on the Surviving Corporation, the Purchaser or the Merger Sub. In particular, notwithstanding any notice received by the Surviving Corporation, the Purchaser and the Merger Sub to the contrary, the Surviving Corporation, the Purchaser and the Merger Sub shall be fully protected in relying upon and shall be entitled (i) to rely upon actions, decisions and determinations of the Stockholder Representative that the Stockholder Representative is entitled to make hereunder and (ii) to assume that all actions, decisions and determinations of the Stockholder Representative are fully authorized and binding upon the Stockholder Representative, and the Stockholders.

(e) If the Stockholder Representative shall resign or be removed by the Stockholders, the Stockholders shall, within 10 days after such resignation or removal, elect a successor to the Stockholder Representative (through a majority of votes cast by the Stockholders casting votes in such election, with each share of Preferred Stock voting on an as-converted basis), and the resignation of the Stockholder Representative shall be deemed effective only upon the election of such successor. Any such successor shall succeed the former Stockholder Representative as the new Stockholder Representative hereunder.

9.13 Disclosure Schedules. The Disclosure Schedules have been arranged for purposes of convenience in separate sections corresponding to the sections of Article IV; however, information disclosed on one section of the Disclosure Schedules shall be deemed to be disclosed on another section of the Disclosure Schedules or be deemed to be an exception to another representation and warranty in Article IV, in each case, if the relevance of such information to such other section of the Disclosure Schedules is reasonably apparent on its face and based on the nature and context thereof that the information is required to be included, and no matter or fact shall be deemed to be disclosed in the Disclosure Schedules unless disclosure is done in such a way that it would enable a professional buyer, given the nature and the context of the disclosure, to (y) identify that such matter or fact constitutes a breach of a representation or warranty, and (z) reasonably assess the relevance and the possible implication(s) thereof. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

9.14 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, and that money damages or legal remedies would not be an adequate remedy for any such damages. Therefore, it is accordingly agreed that each party shall be entitled to seek to enforce specifically the terms and provisions of this Agreement, or to enforce compliance with, the covenants and obligations of any other party, in any court of competent jurisdiction, and appropriate injunctive relief shall be granted in connection therewith. Any party seeking an injunction, a decree or order of specific performance shall not be required to provide any bond or other security in connection therewith and any such remedy shall be in addition and not in substitution for any other remedy to which such party is entitled at law or in equity.


9.15 Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute the parties hereto as joint venturers, alter egos, partners or participants in an unincorporated business or other separate entity, nor in any manner create any principal-agent, fiduciary or other special relationship between the parties hereto. No party shall have any duties (including fiduciary duties) towards any other party hereto except as specifically set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger on the date first above written.

The Company:

ARGOID ANALYTICS, INC.

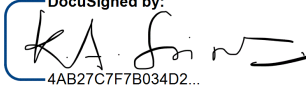
By:  DC0FFE8307B341A...

Name: Gokul Muralidharan

Title: Chief Executive Officer

The Purchaser:

AMAGI CORPORATION

By: 4AB27C7F7B034D2...

Name: Arunachalam Srinivasan Karapattu

Title: Director & CEO

The Merger Sub:

AMAGI MERGER SUB, INC.

By: 243D06F522F44E5...

Name: Reece Hunt

Title: Director & Secretary

Stockholder Representative:

GOKUL MURALIDHARAN

DocuSigned by:

Gokul Muralidharan

DE0FFE0307B341A...

(Signature)

*Signature Page to Agreement and Plan of Merger
(continued)*

10292024

Schedule A

Closing Merger Consideration Schedule

Payment head	Amount
Preferred Shares Payout	\$1,281,760
Common Shareholders distribution	\$350,223

1. Preferred Shareholders

Name	Residence	Series	Share class	Purchase price paid	Shares issued	% PS shares holding	Upfront consideration payout	Per Share Upfront consideration payout
Anand Reddy	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$150,000	503,355	8.82%	\$97,500	\$ 0.1937
BRIIA Fund I, LLC	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Kanwar Chadha & Ashu Chadha	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$50,000	167,785	2.94%	\$32,500	\$ 0.1937
Rajiv Baronia	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Bakul Roy & Hemlata Roy	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Dinesh Thakur	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Bawani Family Trust	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$50,000	167,785	2.94%	\$32,500	\$ 0.1937
Pritam Bhusan Prasad	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Gurmehr Kaur	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Rashpal Deol & Adarsh Kaur	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Satyamurthy Pullela	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937
Venkat S Raju	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$ 0.1937

Name	Residence	Series	Share class	Purchase price paid	Shares issued	% PS shares holding	Upfront consideration payout	Per Share Upfront consideration payout
Anil Advani	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$50,000	167,785	2.94%	\$32,500	\$0.1937
Kanwar Chadha & Ashu Chadha	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$25,000	83,892	1.47%	\$16,250	\$0.1937
Narsipur Srinivasan Amarnath	India	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$16,738	56,166	0.98%	\$10,880	\$0.1937
Gopal Krishna H K	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$20,000	67,114	1.18%	\$13,000	\$0.1937
Inventus Law P.C.	USA	(KISS Converted in) Series Seed	Series Seed-1 Preferred Stock	\$50,000	167,785	2.94%	\$32,500	\$0.1937
Vivek Malka	USA	(KISS Converted in) Series Seed	Series Seed Preferred Stock	\$25,000	67,114	1.18%	\$16,250	\$0.2421
YourNest Venture Capital	India	Series Seed	Series Seed Preferred Stock	\$300,000	805,369	14.11%	\$195,000	\$0.2421
Sentienz Solutions Pvt Ltd	India	Series Seed	Series Seed Preferred Stock	\$105,000	281,879	4.94%	\$68,250	\$0.2421
RMCatch Ventures	USA	Series Seed Extension	Series Seed Preferred Stock	\$425,000	1,140,939	19.99%	\$276,250	\$0.2421
Tuvia Barak	USA	Series Seed Extension	Series Seed Preferred Stock	\$50,000	134,228	2.35%	\$32,500	\$0.2421
The Chadha Family Revocable Trust	USA	Bridge-Round	Pre-Series A Preferred stock	\$25,000	48,319	0.85%	\$16,250	\$0.3363
Turbostart Global PTE Ltd (Singapore)	Singapore	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$195,200	526,287	9.22%	\$126,880	\$0.2411
Anand Reddy	USA	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$25,000	67,403	1.18%	\$16,250	\$0.2411
Sridhar Sinnasamy	USA	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$100,000	269,614	4.72%	\$65,000	\$0.2411
The Chadha Family Revocable Trust	USA	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$10,000	26,961	0.47%	\$6,500	\$0.2411
Louis Lehot	USA	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$25,000	67,403	1.18%	\$16,250	\$0.2411
Mary Ann Bianco	USA	Pre-Series A-1 Round	Pre-Series A-1 Preferred Stock	\$50,000	134,807	2.36%	\$32,500	\$0.2411
Total				\$1,971,938	5,707,018	100.00%	\$1,281,760	

2. Common shareholders

Name	Residence	Total CS Shares	CS Share %	Upfront consideration payout	Per Share Upfront consideration payout
Soundararajan Velu	India	4,208,318	28.1332%	\$98,529.03	\$0.0234
Gokulakannan Muralidharan	USA	3,592,466	24.0162%	\$84,110.13	\$0.0234
Chackaravarthy Esakkimuthu	India	2,668,689	17.8406%	\$62,481.81	\$0.0234
Kanwar Chadha	USA	821,135	5.4894%	\$19,225.17	\$0.0234
Kurian Cheeramelil	India	718,493	4.8032%	\$16,822.02	\$0.0234
Srikanth G N	India	513,209	3.4309%	\$12,015.72	\$0.0234
Petchiappan Alias Jeyaraj Sankaran	India	368,584	2.4640%	\$8,629.63	\$0.0234
Jack Porter	USA	337,500	2.2562%	\$7,901.86	\$0.0234
Suresh Kumar subramanian	India	256,604	1.7154%	\$6,007.85	\$0.0234
Mangaippan Muthu	India	247,457	1.6543%	\$5,793.69	\$0.0234
Anand Reddy	USA	244,850	1.6369%	\$5,732.65	\$0.0234
Chilukuri Naga Venkata Ravi Teja	India	200,000	1.3370%	\$4,682.58	\$0.0234
The Anil Advani Revocable Trust	USA	176,244	1.1782%	\$4,126.39	\$0.0234
Baiju Chakkum Kulangara	India	153,962	1.0293%	\$3,604.70	\$0.0234
Sridhar Sinnasamy	USA	115,970	0.7753%	\$2,715.20	\$0.0234
Tuvia Barak	USA	96,644	0.6461%	\$2,262.72	\$0.0234
William Lawrence	India	83,125	0.5557%	\$1,946.20	\$0.0234
Amith Nandipura Prasanna	India	43,750	0.2925%	\$1,024.32	\$0.0234
Gregory Varghese	India	40,000	0.2674%	\$936.52	\$0.0234
Mary Ann Bianco	USA	27,083	0.1811%	\$634.09	\$0.0234
Lavanya MK	India	24,000	0.1604%	\$561.91	\$0.0234
Karthik Kumarasamy	India	18,837	0.1259%	\$441.03	\$0.0234

Name	Residence	Total CS Shares	CS Share %	Upfront consideration payout	Per Share Upfront consideration payout
Aanchal Sohani	India	1,613	0.0108%	\$37.77	\$0.0234
Total		14,958,533	100.00%	\$350,223	

Schedule B

June 30 Statement

Liability - Description	Amount '000 USD
Salaries and bonus	39
Consultant costs	69
Director's remuneration	29
Trade payables	46
Reimbursements payable	26
Credit card dues	15
Statutory dues	27
Deferred revenue	16
Provision for gratuity	14
Loans repayable	22
Reported liability as at Jun24	303
Adjustments to reported liability	
ESOP settlement	162
M&A Transaction costs to be borne by Argoid	40
Under accrual of costs	2
Cash balance	(4)
Receivables and unbilled revenue	(54)
Other assets	(48)
Net estimated liability as at Jun24	400

Schedule 2.07

Post-Closing Directors and Officers

1. KA Srinivasan as President and Director
2. Reece Hunt as Secretary and Director

|

Schedule 2.10

Illustrative Earn-Out Payment

Earn-Out Release Examples			
	Example 1	Example 2	Example 3
Earn-Out Payment Calculation	Last Calendar Month Billed MRR = \$300,000 \$300,000 x 12 = \$3.6 million (capped at \$3.0 million)	Last Calendar Month Billed MRR = \$200,000 \$200,000 x 12 = \$2.4 million	Last Calendar Month Billed MRR = \$10,000 \$10,000 x 12 = \$120,000
2 nd anniversary of Closing	<p>Assumptions:</p> <ul style="list-style-type: none"> Claim for \$200K comes in 20 days before earn-out date. After consulting with Argoid pursuant to Section 7.04 of the Merger Agreement, Amagi decides at earn-out date to pay the \$200K claim in full <p>Amount distributed: \$3.0 million <i>minus</i> \$200K paid claim <i>minus</i> \$100K general holdback = \$2.7 million</p> <p>Set-offs: \$200,000 Remaining balance for holdback: \$100,000</p>	<p>Assumptions:</p> <ul style="list-style-type: none"> Claim of \$1.5 million comes in day after Closing. After consulting with Argoid pursuant to Section 7.04 of the Merger Agreement, Amagi decides to pay the \$1.5 million claim in full 30 days after receipt of the claim <p>Amount distributed: \$2.4 million <i>minus</i> \$1.5 million paid claims <i>minus</i> \$100K general holdback = \$800K</p> <p>Set-offs: \$1.5 million Remaining balance for holdback: \$100,000</p>	<p>Assumptions:</p> <ul style="list-style-type: none"> Resolved Claims of \$200K <p>Amount distributed: \$120K <i>minus</i> \$200K (with no recourse back to Argoid Stockholders) = \$0</p> <p>Set-offs: \$120K Remaining balance for holdback: \$0 (nothing available for \$100K general holdback)</p>

Earn-Out Release Examples			
3 rd anniversary of Closing	<p>Assumptions:</p> <ul style="list-style-type: none"> Claim for \$50K comes in 20 days before 3rd anniversary. After consulting with Argoid pursuant to Section 7.04 of the Merger Agreement, Amagi decides at 3rd anniversary to pay the \$50K claim in full <p>Amount distributed: \$100K <i>minus</i> \$50K paid claim = \$50K</p> <p>Additional set-offs: \$50K Remaining balance: \$0</p>	<p>Assumptions:</p> <ul style="list-style-type: none"> Claim for \$50K comes in 20 days before 3rd anniversary. Amagi decides not to pay the claim and it remains pending at 3rd anniversary of closing <p>Amount distributed: \$100K</p> <p>Additional set-offs: \$0K Remaining balance: \$0 (Amagi has no recourse to Argoid Stockholders if the pending claim ultimately pays out)</p>	<p>Assumptions:</p> <ul style="list-style-type: none"> Tax claim comes in after 2nd anniversary of closing for \$100K <p>What happens: Amagi suffers loss; no recourse to Argoid Stockholders</p>

Earn-Out Allocation Between Argoid U.S. Stockholders and Argoid India Minority Stockholders	
Example 1	Example 2
<p>Assume aggregate Net Earn-Out Payments of \$1.0 million</p> <ul style="list-style-type: none"> \$569,727 (i.e., 56.9727%) goes to Argoid U.S. Stockholders \$430,273 (i.e., 43.0273%) goes to Argoid India Minority Stockholders 	<p>Assume aggregate Net Earn-Out Payments of \$2.5 million</p> <ul style="list-style-type: none"> Of the first \$1,211,419: (i) \$690,178.11 (i.e., 56.9727%) goes to Argoid U.S. Stockholders, and (ii) \$521,240.89 (i.e., 43.0273%) goes to Argoid India Minority Stockholders Of the remaining \$1,288,581: (i) \$1,097,048.90 (i.e., 85.1362% of the excess) goes to Argoid U.S. Stockholders, and (ii) \$191,532.10 (i.e., 14.8638%) goes to Argoid India Minority Stockholders

<u>Earn-Out Allocation Between Argoid U.S. Preferred and Argoid U.S. Common Examples</u>		
	<u>Example 1</u>	<u>Example 2</u>
Assume Argoid U.S. has 3,500,000 preferred shares with a purchase price of \$1.00 and \$0.65 per share paid at Closing; and 1,500,000 common shares	<p>Distribution amount of \$1.725 million</p> <p>First \$1,225,000 goes to preferred shares, \$0.35 each (so they have received their investment amount of \$1.00 per share)</p> <p>Remaining \$500,000 is split equally among the 5,000,000 shares outstanding, \$0.10 each</p>	<p>Distribution amount of \$350,000</p> <p>All \$350,000 goes to preferred shares, \$0.10 each (so they will have received \$0.75 per share; less than the \$1.00 investment amount)</p> <p>Because the preferred shares have not received their \$1.00 investment amount in full, no amounts go to the common</p>

Schedule 4.02

Company's Subsidiary

<u>Subsidiary Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Number and Class of Authorized Shares</u>	<u>Number and Class of Issued Shares</u>	<u>Number and Class of Issued Shares Owned by the Company</u>
Argoid Analytics Private Limited	India	1,10,000 shares comprised of 1,00,000 equity shares with face value of INR 1 and 10,000 preference shares with face value of INR 1 each	13,228 shares comprised of 10,014 equity shares with face value of INR 1 each and 3,214 preference shares with face value of INR 1 each	13,228 shares comprised of 10,014 equity shares with face value of INR 1 each and 3,214 preference shares with face value of INR 1 each

Capitalization of Argoid Analytics Private Limited prior to consummation of the transactions under the Argoid India SPA

<u>Shareholder Name</u>	<u>Number of Equity Shares</u>	<u>Number of Preference Shares</u>	<u>Equity Shares, on an as-converted basis</u>	<u>Percentage ownership, on a fully diluted basis</u>
Argoid Analytics, Inc.	9,999	N/A	9,999	75.59%
Mr. Gokul Muralidharan	1	N/A	1	0.01%
InnovationQore LLP (Series Seed)	4	545	549	4.15%

<u>Shareholder Name</u>	<u>Number of Equity Shares</u>	<u>Number of Preference Shares</u>	<u>Equity Shares, on an as-converted basis</u>	<u>Percentage ownership, on a fully diluted basis</u>
YourNest India VC Fund II (Series Seed)	10	1467	1477	11.17%
YourNest India VC Fund II – Pre Series A	N/A	700	700	5.29%
YourNest India VC Fund II – Pre Series A	N/A	300	300	2.27%
Lead Angels – Pre Series A	N/A	202	202	1.52%
Total	10,014	3,214	13,228	100.00%

Schedule 4.03(b)

Required Consents

The Merchant Cash Advance Agreement dated 26th December 2023 by and between the Company and **Efficient Capital Labs, Inc.**

Schedule 4.04

Company Capitalization

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Anand Reddy	2000 Antwerp Avenue, Plano, TX-75025	anand@argoid.com	USA	Series Seed-1 Preferred Stock	0.298	150,000	503,355	8.82%	0	503,355	2.44%
BRIIA Fund I, LLC	2600 Camino Ramon, Suite 400 San Ramon, CA 94583	les@briia.io	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Kanwar Chadha & Ashu Chadha	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com	USA	Series Seed-1 Preferred Stock	0.298	50,000	167,785	2.94%	0	167,785	0.81%
Rajiv Baronia	3540 Ashbourne Circle San Ramon, CA 94583	rajiv@baronia.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Bakul Roy & Hemlata Roy	1196 Hawkshead Circle, San Ramon, CA 94583	btroymd@gmail.com, hembaks@gmail.com, hembaks@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Dinesh Thakur	524 Kingsbridge Court, San Ramon, CA 94583	dmthakur@yahoo.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Bawani Family Trust	3297 Ashbourne Circle, San Ramon, CA 94583	nadeem_bawani@yahoo.com	USA	Series Seed-1 Preferred Stock	0.298	50,000	167,785	2.94%	0	167,785	0.81%
Pritam Bhusan Prasad	1105 Hawkshead Cir, San Ramon, CA 94583	pritamprasad@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Gurmehr Kaur	3423 Ashbourne Circle, San Ramon, CA 94583	mehrkaur777@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Rashpal Deol & Adarsh Kaur	3423 Ashbourne Circle, San Ramon, CA 94583	nsfd1430@gmail.com; mehrkaur777@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Satyamurthy Pullela	4531 Middle Park, Dr San Jose, CA 95135	pullela@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Venkat S Raju	202 Falcon Gate Drive, Monmouth Junction, NJ 08852	venkat.s.raju@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Anil Advani	21048 Bank Mill Road, Saratoga, California 95070	anil@inventuslaw.com	USA	Series Seed-1 Preferred Stock	0.298	50,000	167,785	2.94%	0	167,785	0.81%
Kanwar Chadha & Ashu Chadha	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com	USA	Series Seed-1 Preferred Stock	0.298	25,000	83,892	1.47%	0	83,892	0.41%
Narsipur Srinivasan Amarnath	51 Margosa Road, G02 "Margosa Plaza", Malleswaram West, Bengaluru, KA, India 560055	namarnath@gmail.com	India	Series Seed-1 Preferred Stock	0.298	16,738	56,166	0.98%	0	56,166	0.27%
Gopal Krishna H K	10580 S Foothill Blvd Cupertino, CA, USA 95014	shgkrishna@gmail.com	USA	Series Seed-1 Preferred Stock	0.298	20,000	67,114	1.18%	0	67,114	0.32%
Inventus Law P.C.	21048 Bank Mill Road, Saratoga, California 95070	anil@inventuslaw.com	USA	Series Seed-1 Preferred Stock	0.298	50,000	167,785	2.94%	0	167,785	0.81%
Aadya Group LLC (Vivek Malka)	4612 Hershey Ln Plano TX 75024	vivekmalka@yahoo.com	USA	Series Seed Preferred Stock	0.373	25,000	67,114	1.18%	41	67,155	0.32%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
YourNest Venture Capital	416, 4th Floor, MGF Metropolis (Lifestyle) Mall Metro Station, near, Mehrauli-Gurgaon Rd, Gurugram, Haryana 122002	girish.shivani@yournest.in	India	Series Seed Preferred Stock	0.373	300,000	805,369	14.11%	488	805,857	3.90%
Sentienz Solutions Pvt Ltd	3rd Floor, PR Business Center, Kadubisanahalli, Marathahalli, Landmark: Above Croma Stores, opposite JP Morgan, Bengaluru, Karnataka 560087	suresh@sentienz.com	India	Series Seed Preferred Stock	0.373	105,000	281,879	4.94%	171	282,050	1.36%
RMCatch Ventures	c/o Morrison Cohen LLP 909 Third Avenue New York, NY 10022	DStonehill@rockmountaincapital.com	USA	Series Seed Preferred Stock	0.373	425,000	1,140,939	19.99%	691	1,141,630	5.52%
Tuvia Barak	42 Woods Rd, Palisades, NY 10964	tuvia.barak@crosswaysinc.com	USA	Series Seed Preferred Stock	0.373	50,000	134,228	2.35%	81	134,309	0.65%
The Chadha Family Revocable Trust	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com	USA	Pre-Series A Preferred stock	0.517	25,000	48,319	0.85%	2,008	50,327	0.24%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Turbostart Global PTE Ltd (Singapore)	20 Bendemeer Road, #03 – 12, BS Bendemeer Centre, Singapore – 339914	legal@turbostart.co	Singapore	Pre-Series A-1 Preferred Stock	0.371	195,200	526,287	9.22%	0	526,287	2.55%
Anand Reddy	2000 Antwerp Avenue, Plano, TX-75025	anand@argoid.com	USA	Pre-Series A-1 Preferred Stock	0.371	25,000	67,403	1.18%	0	67,403	0.33%
Sridhar Sinnasamy	7729 Royer Ave, West Hills, CA 91304, USA	harisridhars@gmail.com	USA	Pre-Series A-1 Preferred Stock	0.371	100,000	269,614	4.72%	0	269,614	1.30%
The Chadha Family Revocable Trust	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com	USA	Pre-Series A-1 Preferred Stock	0.371	10,000	26,961	0.47%	0	26,961	0.13%
Louis Lehot	525 University Avenue, Palo Alto, CA 94301	llehot@foley.com	USA	Pre-Series A-1 Preferred Stock	0.371	25,000	67,403	1.18%	0	67,403	0.33%
Mary Ann Bianco	19 Brooktree Dr, Danville, CA 94506	maryannbianco1@gmail.com	USA	Pre-Series A-1 Preferred Stock	0.371	50,000	134,807	2.36%	0	134,807	0.65%
Soundararajan Velu	#20&21, 1st Main, Ankappa Reddy Layout, Kagadasapura, C.V. Raman Nagar Post, Bangalore 560093, India	soundar@argoid.com	India	Common Stock	-	-	-	-	-	4,208,318	20.36%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Gokulakannan Muralidharan	355 Bryant St Unit 403 San Francisco, CA 94107 US	gokul@argoid.com	USA	Common Stock		-	-	-	-	3,592,466	17.38%
Chackaravarthy Esakkimuthu	42/31, Vaithiappapuram Street, Kallidaikurichi, Tirunelveli 627416 India	chackra@argoid.com	India	Common Stock		-	-	-	-	2,668,689	12.91%
Kanwar Chadha	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com	USA	Common Stock		-	-	-	-	821,135	3.97%
Kurian Cheeramelil	No 38, 2nd Cross, Behind Terra Signature Square Apartment, Rajanna Layout, Horamavu Agara - 560043	kuriancheeramelil@gmail.com	India	Common Stock		-	-	-	-	718,493	3.48%
Srikanth G N	34, Somasundrapalya main road, HSR Layout, Sector 2, Adjacent cross Chinamaya Vidya Mandira, landmark:Next to S V Nest apartments, Bangalore - 560102	srikgn@gmail.com	India	Common Stock		-	-	-	-	513,209	2.48%
Petchiappan Alias Jeyaraj Sankaran	60, South Street, Melagaram, Tenkasi, Tamilnadu - 627818	jeyaraj38.mit@gmail.com	India	Common Stock		-	-	-	-	368,584	1.78%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Jack Porter	258 Cordes Lane Mountain House, CA 95391	jack.porter@razorsolutions.com	USA	Common Stock		-	-	-	-	337,500	1.63%
Suresh Kumar Subramanian	L-902, Concorde Manhattan, Electronic city, Bangalore 560100	sursubra@gmail.com	India	Common Stock		-	-	-	-	256,604	1.24%
Mangaippan Muthu	Flat No : 201, Pine Wood Villa Apartment, 13th Cross, 7th Main, Cauvery Layout, GM Palya, Bangalore - 560075	mangaippan@gmail.com	India	Common Stock		-	-	-	-	247,457	1.20%
Anand Reddy	2000 Antwerp Avenue, Plano, TX-75025	anand@argoid.com	USA	Common Stock		-	-	-	-	244,850	1.18%
Chilukuri Naga Venkata Ravi Teja	211, A block, Nakshatra Nestillo Apartments, Hagadur main road, Opposite Prestige ozone, Whitefield , Bangalore-66	raviorteja@gmail.com	India	Common Stock		-	-	-	-	200,000	0.97%
The Anil Advani Revocable Trust	The Anil Advani Revocable Trust 21048 Bank Mill Road Saratoga, CA 95070	anil@inventuslaw.com	USA	Common Stock		-	-	-	-	176,244	0.85%
Baiju Chakkum Kulangara	BARISH 1/212 Sevaganapalli village ,Kagganur post, Krishnagiri District Tamilnadu ,635103	baiju_ck@hotmail.com	India	Common Stock		-	-	-	-	153,962	0.74%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(anti-dilution)	CS shares	% CS shares holding
Sridhar Sinnasamy	7729 Royer Ave, West Hills, CA 91304, USA	harisridhars@gmail.com	USA	Common Stock		-	-	-	-	115,970	0.56%
Tuvia Barak	42 Woods Rd, Palisades, NY 10964	tuvia.barak@crosswaysinc.com	USA	Common Stock		-	-	-	-	96,644	0.47%
William Lawrence	HRIDAYALAYA #404, 4th B Cross, Near Bhuvanagiri Play Ground, OMBR Layout, Banaswadi, Bangalore North, Bangalore. Karnataka - 560043	william.lawrence26@gmail.com	India	Common Stock		-	-	-	-	83,125	0.40%
Amith Nandipura Prasanna	#965/959, Saipriya Complex, Near BBMP Office, Hegganahalli, Bangalore-560091	amith95.np@gmail.com	India	Common Stock		-	-	-	-	43,750	0.21%
Gregory Varghese	Vilavinal Vadakethil, Keerkuzhy PO, Pathanamthitta, Kerala	gregory.vm94@gmail.com	India	Common Stock		-	-	-	-	40,000	0.19%
Mary Ann Bianco	19 Brooktree Dr, Danville, CA 94506	maryannbianco1@gmail.com	USA	Common Stock		-	-	-	-	27,083	0.13%
Lavanya MK	HIG 3, Group 4, KHB colony, Near Hootagalli Signal, Hootagalli, Mysuru - 570018	lavanyamk97@gmail.com	India	Common Stock		-	-	-	-	24,000	0.12%

Name	Address	Email	Resident - Country	Share class	Price per share	Price paid \$	Preferred Shares	% PS shares holding	Addtl shares(a nti-dilution)	CS shares	% CS shares holding
Karthik Kumarasamy	Flat No # 110, Evershine Vrindavan Apartment, Gunjur- Balagere Rd, Gunjur Village Bengaluru, KARNATAKA 560087 India	kkarthik4cs@gmail. com	India	Common Stock		-	-	-	-	18,837	0.09%
Aanchal Sohani	H-88 Housing Board Dhamnod, Dhar, Madhya Pradesh 454552	aaryansohani@gm ail.com	India	Common Stock		-	-	-	-	1,613	0.01%
Total						\$1,971, 938	5,707,018	100.00 %	3,480	20,669, 031	100.00%

Schedule 4.06

Undisclosed Liabilities

None.

Schedule 4.10(j)

Argoid India Shareholder	PAN Details
YourNest India VC Fund II - Trustee - Vistra ITCL (India) Limited	AAATY5120D
InnovationQore LLP	AAHFI7562A
Lead Angels Fund	AABTL9389E

Schedule 4.11(a)

Company Contracts

- (i) None
- (ii) None
- (iii) Explained separately in Schedule 4.11.a.(iii)
- (iv)

S No	Agreement type	Parties	Agreement date
1	MERCHANT CASH ADVANCE AGREEMENT	Company and Efficient Capital Labs	26th December 2023
2	MERCHANT CASH ADVANCE AGREEMENT	Company and Efficient Capital Labs	06 th September 2023

- (v) None
- (vi) None
- (vii) None
- (viii)

S No	Agreement type	Agreement date
1	Second Amended and Restated Voting Agreement	January 25, 2024
2	Fourth Amended and Restated Shareholders' Agreement	April 25, 2023
3	Addendum to Fourth Amended and Restated Shareholders' Agreement	January 25, 2024

- (ix)

S No	Agreement type	Parties	Agreement date
1	Letter Agreement – Administrative Services	Company and Avatar Advisors	February 3, 2020
2	Supply and Services Agreement	Argoid Analytics Pvt Ltd and G7 Cr Technologies India Private Limited	April 20, 2023
3	Career Engine Beta Subscription Agreement	Company and Career Engine Technology Inc.,	Feb 15, 2022
4	Master Service Agreement	Company and Qapitol QA Services Private Limited	Feb 3, 2020
5	Master Service Agreement	Company and Sentienz Solutions Private Limited.	Oct 1, 2018
6	Master Service Agreement	Argoid Analytics Private Limited., and Manche Online Solutions.	Jan 4, 2022
7	Services Agreement	Company and Futurmade Consulting Private Limited	Oct 11, 2021
8	Master Service Agreement	Company and Gigaelements Private Limited	Dec 21, 2021
9	Referral Agreement	Company and Velocita, Inc. d/b/a Zinrelo	Mar 30th, 2023

(x) Reference is made to Schedule 4.10(xi) and incorporated herein.

(xi)

(A) Non-solicit or a non-competition provision

<u>Agreement name</u>	<u>Parties</u>	<u>Dated/Effective</u>
License and Services Agreement	Argoid Analytics Inc., and Gusto Worldwide Media	14th Feb 2024

<u>Agreement name</u>	<u>Parties</u>	<u>Dated/Effective</u>
License and Services Agreement	Argoid Analytics Inc., and Iq Multimedia Llc	15th Jul 2021
Addendum To License and Services Agreement	Argoid Analytics Inc and Odette E -	20th Oct 2021
License and Services Agreement	Argoid Analytics Inc and Zed Lifestyle Private Limited,	12th Oct 2021
License and Services Agreement	Argoid Analytics Inc and Radhamani Textiles Pvt Ltd.	1st Jun 2021
License and Services Agreement	Argoid Analytics, Inc., and Odette E - Retail Private Limited,	20th Oct 2021
License and Services Agreement	Argoid Analytics, Inc., and Fashor Lifestyle Private Limited_	31st Jan 2022
Sow The Services and Solutions	Company (Argoid Analytics Inc) and Azadea	15 th Jul 2021
Statement Of Work	Happiest Minds Technologies Limited, and Argoid Analytics Inc,	30th Nov 2022
License and Services Agreement	Arvind Lifestyle Brands Limited and Argoid Analytics Inc	1st Apr 2024
License and Services Agreement	OTTStudio and Argoid Analytics Inc	15th Sep 2023
License and Services Agreement	Gusto Worldwide Media and Argoid Analytics Inc	14th Feb2024
License and Services Agreement	Honestly Italian Private Limited and Argoid Analytics Inc	20th Jul 2023
Sow No:02 - The Services and Solutions	Decathlon & Argoid Analytics Inc	21st Nov 2022
Statement Of Work	Happiest Minds Technologies Limited, and Argoid Analytics Inc,	09th Dec 2022
Sow No:03 - The Services and Solutions	Mesindus Ventures Ltd and Argoid Analytics Inc,	20th March 2024
Statement Of Work	Happiest Minds Technologies Limited, and Argoid Analytics Inc,	19th Dec 2022

<u>Agreement name</u>	<u>Parties</u>	<u>Dated/Effective</u>
License and Services Agreement	Argoid Analytics, Inc. and Alda Trading Wll	16th Nov 2022
License and Services Agreement	Argoid Analytics Inc. and Mitron Tv Private Limited	25th Oct 2020
License and Services Agreement	Argoid Analytics, Inc., and Happiest Minds Technologies Limited	12th Dec 2022
License and Services Agreement	Argoid Analytics, Inc., and Library Ideas Llc	1st Sep 2022
License and Services Agreement	Argoid Analytics, Inc., and Hindustan Media Ventures Limited	1st Dec 2022
License and Services Agreement	Argoid Analytics, Inc., and Caliber Group	21st Aug 2023
License and Services Agreement	Argoid Analytics, Inc., and Universal Herbs Inc	1st Mar 2022
License and Services Agreement	Argoid Analytics, Inc., and Jaypore E-Commerce Pvt Ltd	1st Jul 2022

(B) None

(C) None

(xii) None

(xiii) Agreement by and between Happiest Minds Technologies Limited, and Argoid Analytics Inc, dated December 9, 2022.

(xiv)

Licensing Agreements:

1. Reference is made to the customer contracts listed on Schedule 4.11(a)(x) and incorporated herein - all of which grant the customer a limited, non-exclusive, non-transferable, royalty free, revocable and worldwide license to the Company's Intellectual Property including a license to use the customer's trademarks and logos.
2. Software Development Service Agreement dated March 19, 2019 by and between Argoid Analytics, Inc and Argoid Analytics Private Limited.
3. License Agreement dated May 15, 2020 by and between Argoid Analytics, Inc and Argoid Analytics Private Limited.

Transfer or Assignment Agreements:

<u>S No</u>	<u>Agreement name</u>	<u>Parties</u>	<u>Dated/Effective</u>
1	Deed of Assignment of Intellectual Property	Sentienz Solutions Private Limited and Argoid Analytics, Inc.	July 1, 2019
2	Deed of Assignment of Trademarks	Sentienz Solutions Private Limited and Argoid Analytics, Inc.	August 5, 2020

(xv) None

(xvi)

Agreements Involving Development:

<u>S No</u>	<u>Agreement name</u>	<u>Parties</u>	<u>Dated/Effective</u>
1	Master Service Agreement	Argoid Analytics, Inc., and Qapitol QA Services Private Limited	February 3, 2020
2	Master Service Agreement	Argoid Analytics, Inc., and Sentienz Solutions Private Limited	October 1, 2018
3	Master Service Agreement	Argoid Analytics Private Limited., and Manche Online Solutions.	January 4, 2022,
4	Services Agreement	Futurmade Consulting Private Limited, and Argoid Analytics INC.,	October 11, 2021
5	Master Service Agreement	Gigaelements Private Limited and Argoid Analytics, Inc.	December 21, 2021
6	Contract agreement	Khushboo Rastogi and Argoid Analytics, Inc.	02/12/2022

Work-for-Hire Agreements by and between Argoid India and the following consultants:

<u>S No</u>	<u>Agreement name</u>	<u>Consultant</u>	<u>Dated/Effective</u>
1	Consultant Agreement	Sudalai Rajkumar	June 1, 2021

<u>S No</u>	<u>Agreement name</u>	<u>Consultant</u>	<u>Dated/Effective</u>
2	Consultant Agreement	Narsipur Srinivasan Amarnath	November 1, 2021
3	Consultant Agreement	Anmol Kohli	October 18, 2021
4	Consultant Agreement	Preethy Ann Kochummen	January 1, 2024
5	Consultant Agreement	Varun Bhagwan	January 11, 2021

Acquisition of Intellectual Property:

1. Deed of Assignment of Intellectual Property dated July 1, 2019 by and between Sentienz Solutions Private Limited and Argoid Analytics, Inc.
- (xvii) None
- (xviii) None
- (xix) Amendment to Amended and Restated Investors' Rights Agreement dated December 12, 2022 by and between Argoid Analytics, Inc. and certain of the Company's Stockholders.

Schedule 4.11(a).(iii)

Company Contracts

Any Company Contract that is a stock purchase, stock option or similar plan

1. Preferred stock purchase(KISS)

<u>S No</u>	<u>Agreement type / SERIES</u>	<u>Parties</u>	<u>Dated</u>
1	SERIES 1 KISS	Anand Reddy and Company	Dec 12, 2018
2	SERIES 1 KISS	Kanwar Chadha & Ashu Chadha and Company	Feb 12, 2019
3	SERIES 1 KISS	BRIIA Fund I, LLC and Company	Dec 12, 2018
4	SERIES 1 KISS	Rajiv Baronia and Company	Feb 6, 2019
5	SERIES 2 KISS	Anil Advani and Company	Jul 1, 2019
6	SERIES 2 KISS	Pritam Bhusan Prasad and Company	Apr 18, 2019

<u>S No</u>	<u>Agreement type / SERIES</u>	<u>Parties</u>	<u>Dated</u>
7	SERIES 2 KISS	Gurmehr Kaur and Company	Apr 16, 2019
8	SERIES 2 KISS	Bawani Family Trust and Company	Apr 25, 2019
9	SERIES 2 KISS	Dinesh Thakur and Company	Apr 18, 2019
10	SERIES 2 KISS	Bakul Roy & Hemlata Roy and Company	May 14, 2019
11	SERIES 2 KISS	Venkat S Raju and Company	Jun 26, 2019
12	SERIES 2 KISS	Satyamurthy Pullela and Company	Apr 22, 2019
13	SERIES 2 KISS	Rashpal Deol & Adarsh Kaur and Company	Apr 16, 2019
14	SERIES 3 KISS	Inventus Law, PC and Company	Aug 7, 2020
15	SERIES 3 KISS	Narsipur Srinivasan Amarnath and Company	Apr 7, 2020
16	SERIES 3 KISS	Gopal Krishna H K and Company	May 18, 2020
17	SERIES 3 KISS	Kanwar Chadha & Ashu Chadha and Company	Jan 29, 2020
18	SERIES 4 KISS	Aadya Group LLC and Company	Jan 4, 2021
19	Addendum to SERIES 1 KISS	Company and Anand Reddy	December 14, 2018

2. Preferred stock purchase-1:

SERIES SEED AND SERIES SEED-1 PREFERRED STOCK PURCHASE AGREEMENT between Company and the investors listed in below table dated January 27, 2021

FIRST CLOSING

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
1	YourNest India VC Fund II	416, 4th Floor, MGF Metropolis (Lifestyle) Mall Metro Station, near,	sunil.goyal@yournest.in

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
		Mehrauli- Gurgaon Rd, Gurugram, Haryana 122002	
2	Anand Reddy	2000 Antwerp Avenue, Plano, TX-75025	anand@argoid.com
3	BRIIA Fund I, LLC	2600 Camino Ramon, Suite 400 San Ramon, CA 94583	les@briia.io
4	Kanwar Chadha & Ashu Chadha	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com
5	Rajiv Baronia	3540 Ashbourne Circle San Ramon, CA 94583	rajiv@baronia.com
6	Bakul Roy & Hemlata Roy	1196 Hawkshead Circle, San Ramon, CA 94583	btroynd@gmail.com hembaks@gmail.co; hembaks@gmail.com
7	Dinesh Thakur	524 Kingsbridge Court, San Ramon, CA 94583	dmthakur@yahoo.com
8	Bawani Family Trust	3297 Ashbourne Circle, San Ramon, CA 94583	nadeem_bawani@yaho o.com
9	Pritam Bhusan Prasad	1105 Hawkshead Cir, San Ramon, CA 94583	pritamprasad@gmail.co m
10	Gurmehr Kaur	3423 Ashbourne Circle, San Ramon, CA 94583	mehrkaur777@gmail.c om
11	Rashpal Deol & Adarsh Kaur	3423 Ashbourne Circle, San Ramon, CA 94583	nsfd1430@gmail.com
12	Satyamurthy Pullela	4531 Middle Park, Dr San Jose, CA 95135	pullela@gmail.com
13	Venkat S Raju	202 Falcon Gate Drive, Monmouth Junction, NJ 08852	venkat.s.raju@gmail.co m
14	Anil Advani	3260 Hillview Avenue, Palo Alto, California 94304	anil@inventuslaw.com
15	Narsipur Srinivasan Amarnath	51 Margosa Road, G02 "Margosa Plaza", Malleswaram West, Bengaluru, KA, India 560055	namarnath@gmail.com
16	Gopal Krishna H K	10580 S Foothill Blvd Cupertino, CA, USA 95014	shgkrishna@gmail.com
17	Inventus Law P.C.	3260 Hillview Avenue, Palo Alto, California 94304	anil@inventuslaw.com
18	Sentienz Solutions Private Limited	3rd Floor, PR Business Center, Kadubisanahalli, Marathahalli, Landmark: Above Croma Stores, opposite JP Morgan, Bengaluru, Karnataka 560087	suresh@sentienz.com

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
19	Aadya Group LLC	4612 Hershey Ln Plano TX 75024	vivekmalka@yahoo.com

SECOND CLOSING

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
1	RMCatch Launchpad, LLC	c/o Morrison Cohen LLP 909 Third Avenue New York, NY 10022	DStonehill@rockmountaincapital.com
2	Tuvia Barak	42 Woods Rd, Palisades, NY 10964	tuvia.barak@crosswayinc.co

3. **Preferred stock purchase-2:**

PRE-SERIES A PREFERRED STOCK PURCHASE AGREEMENT dated July 30, 2022, by and among Argoid Analytics, Inc., a Delaware corporation and the investors listed in below table

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
1	Chadha Family Revocable Trust	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com

4. **Amendment to the Pre-Series A Preferred Stock Purchase Agreement** (this April 25 “Amendment”) is entered into as of April 25, 2023 by and between Argoid Analytics, Inc. a Delaware corporation (the “Company”) and the stockholders.

5. **Preferred stock purchase-3:** PRE-SERIES A-1 PREFERRED STOCK PURCHASE AGREEMENT dated January 25, 2024, by and among Argoid Analytics, Inc., a Delaware corporation and the investors listed in below table

Initial Closing: January 25, 2024

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
1	Turbostart Global Pte Ltd	20, Bendemeer Road, 03-12, BS Bendemeer Centre, Singapore – 339914	ganesh@turbostart.co

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
2	Chadha Family Revocable Trust	15740 Wood Acres Rd. Los Gatos, CA 95030	kanwar@argoid.com
3	Anand Reddy	2000 Antwerp Avenue, Plano, TX-75025	anand@argoid.com
4	Sridhar Sinnasamy	7729 Royer Ave, West Hills, CA 91304, USA	harisridhars@gmail.com

Second closing: March 25, 2024

<u>S No</u>	<u>Investors Name</u>	<u>Address</u>	<u>Email</u>
1	Mary Ann Bianco	19 Brooktree Dr, Danville, CA 94506	maryannbianco1@gmail.com
2	Louis Lehot	525 University Avenue, Palo Alto, CA 94301	llehot@foley.com

6. Common stock purchase via Transfer or Gift or Restricted stock purchase and corresponding stock restrictions:

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
1	Stock Transfer Agreement	Jack Porter and Chackaravarthy Esakkimuthu.	Dec 31, 2018
2	Stock Transfer Agreement	Soundararajan Velu and Chackaravarthy E	Sep 21, 2020
3	Restricted stock Purchase Agreement	Company and Chackaravarthy E	Oct 15, 2020
4	Stock Restriction Agreement	Company and Chackaravarthy E	Jan 27, 2021
5	Stock Restriction Agreement	Company and Chackaravarthy Esakkimuthu.	Jan 1, 2019

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
6	Stock Transfer Agreement	Jack Porter and Gokulakannan Muralidharan	Dec 31, 2018
7	Stock Transfer Agreement	Jack Porter and Gokulakannan Muralidharan.	Dec 31, 2019
8	Stock Restriction Agreement	Company and Gokulakannan Muralidharan.	Jan 1, 2019
9	Stock Transfer Agreement	Soundararajan Velu and Gokulakannan Muralidharan	Sep 21, 2020
10	Restricted stock Purchase Agreement	Company and Gokulakannan Muralidharan	Oct 15, 2020
11	Stock Restriction Agreement	Company and Gokulakannan Muralidharan	Jan 27, 2021
12	Stock Transfer Agreement	Jack Porter and Chilukuri Naga Venkata Ravi Teja	Dec 31, 2018
13	Stock Restriction Agreement Is	Company and Chilukuri Naga Venkata Ravi Teja	Jan 1, 2019
14	Stock Transfer Agreement	Jack Porter and Kurian Cheeramelil	Dec 31, 2018
15	Stock Restriction Agreement is	Company and Kurian Cheeramelil	Jan 1, 2019
16	Common and Founders Preferred Stock Purchase Agreement	Company and Jack Porter	Dec 7, 2018
17	Stock Restriction Agreement	Company and Jack Porter	Dec 31, 2018
18	Stock Transfer Agreement	Jack Porter and Soundararajan Velu	Dec 31, 2018
19	Stock Restriction Agreement	Company and Soundararajan Velu	Jan 1, 2019
20	Stock Transfer Agreement	Jack Porter and Soundararajan Velu	Sep 18, 2020

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
21	Amendment to the Stock Purchase Agreement and Stock Restriction Agreement, and Waiver of Rights	Company and Jack Porter	Jan 27, 2020
22	Amendment to the Stock Restriction Agreement and Waiver of Rights Agreement	Company and Mr. Soundararajan Velu.	Jan 27, 2020
23	Amendment to the Stock Purchase Agreement and Stock Restriction Agreement, and Waiver of Rights	Company and Jack Porter	Jan 27, 2020
24	Restricted Stock Purchase Agreement	Company and Kanwar Chadha	Dec 17, 2020
25	Restricted Stock Purchase Agreement	Company and Kurian Cheeramelil	Jan 19, 2021
26	Restricted Stock Purchase Agreement	Company and Srikanth G N	Jan 19, 2021
27	Restricted Stock Purchase Agreement	Company and Suresh Kumar Subramanian	Jan 19, 2021
28	Restricted Stock Purchase Agreement	Company and Baiju Chakkum Kulangara	Jan 20, 2021
29	Restricted Stock Purchase Agreement	Company and The Anil Advani Revocable Trust	Sep 30, 2024
30	Stock Restriction Agreement	Company and Soundararajan Velu	Jan 1, 2019
31	Stock Restriction Agreement	Company and Chackaravarthy Esakkimuthu	Jan 1, 2019
32	Amendment to the Stock Restriction Agreement	Company and Gokulakannan Muralidharan	Jan 27, 2021

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
33	Amendment to the Stock Restriction Agreement	Company and Chackaravarthy Esakkimuthu	Jan 27, 2021
34	Amendment to the Stock Restriction Agreement	Company and Soundararajan Velu	Jan 27, 2021
35	Stock Restriction Agreement	Company and Gokulakannan Muralidharan	Jan 27, 2021
36	Stock Restriction Agreement	Company and Chackaravarthy Esakkimuthu	Jan 27, 2021
37	Stock Restriction Agreement	Company and Soundararajan Velu	Jan 27, 2021
38	Stock Restriction Agreement	Company and Jack Porter	Dec 31, 2018

7. **Stock Options:** In connection with representations and warranties, all option agreements issued and exercised by the Company are being listed. The Company further clarifies that a) vested but unexercised and b) vested but canceled options are not included in the current disclosure.

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
1	Option Agreement	Aanchal Sohani and Company	Jul 27, 2023
2	Option Agreement	Amith Nandipura Prasanna and Company	Aug 16, 2021
3	Option Agreement-Anand-1	Anand Reddy and Company	Aug 16, 2021
4	Option Agreement-Anand-2	Anand Reddy and Company	Aug 16, 2021
5	Option Agreement-Anand-3	Anand Reddy and Company	Aug 16, 2021
6	Option Agreement	Anand Reddy and Company	Aug 25, 2020
7	Option Agreement	Gregory Varghese and Company	Aug 16, 2021
8	Option Agreement	Lavanya MK and Company	Aug 16, 2021

<u>S No</u>	<u>Agreement</u>	<u>Parties</u>	<u>Dated</u>
9	Option Agreement-Mangai-1	Mangaippan Muthu and Company	Aug 16, 2021
10	Option Agreement-Mangai-2	Mangaippan Muthu and Company	Jun 7, 2022
11	Option Agreement-Mangai-3	Mangaippan Muthu and Company	Nov 17, 2022
12	Option Agreement	Mary Ann Bianco and Company	Aug 16, 2021
13	Option Agreement-Jey-1	Petchiappan Alias Jeyaraj Sankaran and Company	Aug 16, 2021
14	Option Agreement-Jey-2	Petchiappan Alias Jeyaraj Sankaran and Company	Jun 7, 2022
15	Option Agreement-Jey-3	Petchiappan Alias Jeyaraj Sankaran and Company	Nov 17, 2022
16	Option Agreement	Sridhar Sinnasamy and Company	Jun 7, 2022
17	Option Agreement	Tuvia Barak and Company	Aug 16, 2021
18	Option Agreement-William-1	William Lawrence and Company	Aug 16, 2021
19	Option Agreement-William-2	William Lawrence and Company	Aug 16, 2021



Schedule 4.11(b)


(v) One of the customers, 'OTTPlay', has indicated a desire to revise the monthly subscription fee

Schedule 4.12(a)

Registered Owned Intellectual Property

1. Title of Invention: SYSTEMS AND METHODS TO REDUCE NOISE IN A GROUP OF ELEMENTS
 - a. Application Number:63271238
 - b. EFS ID:44107954
 - c. Application Type: Provisional
 - d. Filing Country: USA
2. Trademarks:

<u>Trademark Image</u>	<u>Proprietor name</u>	<u>Category</u>
	ARGOID ANALYTICS, INC	TRADEMARK TM Application No.3764450 Class : 42 Filing Country : India
	ARGOID ANALYTICS, INC	TRADEMARK TM Application No.3764448 Class : 9 Filing Country : India
ARGOID	ARGOID ANALYTICS, INC	INTERNATIONAL CLASS : 042 Submitted at : U.S. Patent and Trademark Office (USPTO) MARK: ARGOID(Standard Characters, see https://tmng- al.uspto.gov/resting2/api/img/90830609/large) SERIAL NUMBER: 90830609

<u>Trademark Image</u>	<u>Proprietor name</u>	<u>Category</u>
	ARGOID ANALYTICS, INC	INTERNATIONAL CLASS : 042 Submitted at U.S. Patent and Trademark Office (USPTO) https://tmng-al.uspto.gov/resting2/api/img/90830612/large MARK: ARGOID (Stylized and/or with Design, see mark) SERIAL NUMBER: 90830612

Schedule 4.12(a)(A)

Core Intellectual Property

Beaver	Beaver is a big data ingestion framework which can collect from different source systems, apply basic filters and transformation before delivering it to any sink.
Stencil	Stencil is a self-serve console for source systems to define data ingestion pipelines connecting different sources, applying transformation and sinks.
Omega	Omega is a self-serve console to schedule batch and realtime jobs. It also provides api to report execution status and to register for notifications.
Visage	Visage is a self-serve BI tool which helps in getting insights through cubing technique and also allows us to create reports/dashboards.
Cortex	Cortex is a config/state management service which also helps in handling multiple versions.
Statonium	Statonium is a conversational AI assistant which enables analytics and prediction using natural language.
Jarvis	Jarvis is the upgraded version of Statonium
Pathfinder	Pathfinder is a hadoop command line utility which can be used to explore the filesystem and perform all operations around it.

Schedule 4.12(a)(B)

Sentienz Joint Intellectual Property

<u>Claspin</u>	<u>Claspin is a data quality framework to collect data flow traces from source to destination to identify gaps/anomalies and to do periodic health checks.</u>
<u>Turiadb</u>	<u>Turiadb is a library which stores metadata for all components and also provides api to manage them.</u>
<u>Campaigner</u>	<u>Campaigner is a consumer engagement platform where we can manage the customer engagements, campaigns, revenue generated and spent by campaigns. It helps in creation of campaigns based on the target audience, customer segments and helps in automation of campaigns based on various workflows.</u>
<u>Postman</u>	<u>Postman is a central notification platform which can send messages through different communication channels like sms, mail etc.</u>
<u>Arcmesh</u>	<u>Arcmesh is a cloud scale monitoring system to do both realtime and historical cluster monitoring. It also helps in defining alerts across system and application level.</u>

Schedule 4.12(j)

Open Source Software

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
HDFS	A distributed file system which is highly fault tolerant and designed to be deployed in low cost hardware. It provides high throughput access to application data and is suitable for applications that have large data sets.	Apache	http://www.apache.org/licenses/LICENSE-2.0
YARN	Apache Hadoop YARN is the resource management and job scheduling technology in the open source Hadoop distributed processing framework. One of Apache Hadoop's core components, YARN is responsible for allocating system resources to the various applications running in a Hadoop cluster and scheduling tasks to be executed on different cluster nodes.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Spark	Apache Spark is a unified analytics engine for large-scale data processing. Spark runs on Hadoop, Apache Mesos, Kubernetes, standalone, or in the cloud. It can access diverse data sources. Achieves high performance for both batch and realtime data.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Zeppelin	A completely open web-based notebook that enables interactive data analytics Apache Zeppelin is a new and incubating multi-purposed web-based notebook which brings data ingestion, data exploration, visualization, sharing and collaboration features to Hadoop and Spark.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Zookeeper	ZooKeeper is a centralized service for maintaining configuration information, naming, providing distributed synchronization, and providing group services.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Kafka	Kafka is a distributed streaming platform that is used to publish and subscribe to streams of records. A fault tolerant storage which aims to provide a unified, high-throughput, low-latency platform for handling real-time data feeds.	Apache	http://www.apache.org/licenses/LICENSE-2.0

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Hive	Hive is a data warehouse software facilitates reading, writing, and managing large datasets residing in distributed storage using SQL. Structure can be projected onto data already in storage. A command line tool and JDBC driver are provided to connect users to Hive.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Presto	Presto is an open source distributed SQL query engine for running interactive analytic queries against data sources of all sizes ranging from gigabytes to petabytes.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Cassandra	Apache Cassandra is an open source, distributed, NoSQL database. It presents a partitioned wide column storage model with eventually consistent semantics.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Postgres	Postgres is relational database management system (RDBMS) emphasizing extensibility and SQL compliance. It features transactions with Atomicity, Consistency, Isolation, Durability (ACID) properties, automatically updatable views, materialized views, triggers, foreign keys, and stored procedures. It is designed to handle a range of workloads, from single machines to data warehouses or Web services with many concurrent users.	PostgreSQL License	https://opensource.org/licenses/postgresql
Pgadmin	pgAdmin is a comprehensive open-source administration and development platform for PostgreSQL and its related database management systems. It provides a graphical interface to manage databases, execute SQL queries, and perform various administrative tasks.	PostgreSQL License	https://opensource.org/licenses/postgresql

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Redis	Redis is an in-memory data structure store, used as a database, cache and message broker. It supports data structures such as strings, hashes, lists, sets, sorted sets with range queries, bitmaps, hyperloglogs, geospatial indexes with radius queries and streams. Redis has built-in replication, Lua scripting, LRU eviction, transactions and different levels of on-disk persistence, and provides high availability via Redis Sentinel and automatic partitioning with Redis Cluster.	BSD 3- Clause	https://opensource.org/licenses/BS D-3-Clause
Streamsets Data Collector	Streamsets Data Collector is a lightweight, powerful design and execution engine that streams data in real time. Use Data Collector to route and process data in your data streams.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Azkaban	Azkaban is an distributed job executor, scheduler and Job dependency management framework.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Redash	Redash is a tool to connect to any data source, easily visualize and share data using saved queries	BSD 2- Clause	https://opensource.org/licenses/BS D-2-Clause
Prometheu s	Prometheus application used for event monitoring and alerting. It records real-time metrics in a time series database built using a HTTP pull model, with flexible queries and real-time alerting	Apache	http://www.apache.org/licenses/LICENSE-2.0
Grafana	Grafana is a multi-platform analytics and interactive visualization web application. It provides charts, graphs, and alerts for the web when connected to supported data sources	Apache	http://www.apache.org/licenses/LICENSE-2.0
KairosDB	KairosDB is a fast distributed scalable time series database written on top of Cassandra	Apache	http://www.apache.org/licenses/LICENSE-2.0
Keycloak	Keycloak is a Identity and Access Management solution tool aimed at modern applications and services.	Apache	http://www.apache.org/licenses/LICENSE-2.0

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Mondrian	Mondrain is an Open Source Business Analytics engine that enables organizations of any size to give business users access to their data for interactive analysis.	Eclipse Public License	https://www.eclipse.org/legal/epl-v10.html
Keras	Keras is an open-source neural-network library written in Python. It is capable of running on top of TensorFlow, Microsoft Cognitive Toolkit, R, Theano, or PlaidML. Designed to enable fast experimentation with deep neural networks, it focuses on being user-friendly, modular, and extensible.	MIT	https://opensource.org/licenses/MIT
Jupyter-notebook	The Jupyter Notebook is an open-source web application that allows you to create and share documents that contain live code, equations, visualizations and narrative text. Uses include: data cleaning and transformation, numerical simulation, statistical modeling, data visualization, machine learning, etc.	BSD 3-Clause	https://opensource.org/licenses/BSD-3-Clause
Pandas	pandas is a fast, powerful, flexible and easy to use open source data analysis and manipulation tool, built on top of the Python programming language.	BSD 3-Clause	https://opensource.org/licenses/BSD-3-Clause
Numpy	NumPy is a library for the Python programming language, adding support for large, multi-dimensional arrays and matrices, along with a large collection of high-level mathematical functions to operate on these arrays	BSD 3-Clause	https://opensource.org/licenses/BSD-3-Clause
Scikit-Learn	Scikit-learn is a machine learning library for the Python programming language.[3] It features various classification, regression and clustering algorithms including support vector machines, random forests, gradient boosting, k-means and DBSCAN, and is designed to interoperate with the Python numerical and scientific libraries NumPy and SciPy.	BSD 3-Clause	https://opensource.org/licenses/BSD-3-Clause

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Hydrosphere Serving	Hydrosphere Serving is an open-source cluster for deploying your machine learning models in production. It is a collection of dockerized services that can run anywhere you can run Docker or Kubernetes – any cloud or on-premises. It also version control your models and pipelines as they are deployed.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Tensorflow	Tensorflow is an open source artificial intelligence library, using data flow graphs to build models. It allows developers to create large-scale neural networks with many layers. TensorFlow is mainly used for: Classification, Perception, Understanding, Discovering, Prediction and Creation.	Apache	https://www.eclipse.org/legal/epl-2.0/ http://www.apache.org/licenses/LICENSE-2.0
Vert.x	Eclipse Vert.x is a polyglot event-driven application framework that runs on the Java Virtual Machine.	Eclipse Public License 2.0 and Apache License 2.0	http://www.apache.org/licenses/LICENSE-2.0
Janus Graph	JanusGraph is a highly scalable graph database optimized for storing and querying large graphs with billions of vertices and edges distributed across a multi-machine cluster. JanusGraph is a transactional database that can support thousands of concurrent users, complex traversals, and analytic graph queries.	Apache	http://www.apache.org/licenses/LICENSE-2.0

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Nifi	Apache NiFi is a robust data ingestion and distribution framework designed to automate the flow of data between software systems. It provides a web-based user interface for managing data flows, real-time data streaming, and supports data provenance tracking. NiFi is highly configurable, scalable, and fault-tolerant, making it ideal for complex data integration scenarios.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Nginx	Nginx is a high-performance HTTP server, reverse proxy, and load balancer. It is designed to handle high concurrency with low memory usage, making it a popular choice for serving static content, proxying web requests, and balancing traffic across multiple servers. Nginx is known for its stability, rich feature set, and ease of configuration.	BSD 2-Clause	https://opensource.org/licenses/BSD-2-Clause
Airflow	Apache Airflow is an open-source workflow automation tool for orchestrating complex computational workflows and data processing pipelines. It allows users to define, schedule, and monitor workflows using directed acyclic graphs (DAGs). Airflow supports dynamic pipeline generation and is highly extensible with a rich set of operators and integrations.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Haproxy	HAProxy is a reliable, high-performance load balancer and reverse proxy for TCP and HTTP-based applications. It is widely used to improve the performance and reliability of web applications by distributing traffic across multiple servers. HAProxy offers advanced load balancing algorithms, SSL termination, and health checks, making it a robust solution for high-availability setups.	GPL-2.0	http://www.gnu.org/licenses/old-licenses/gpl-2.0.html
Jenkins	Jenkins is an open-source automation server used to automate parts of the software development process, such as building, testing, and deploying applications. It provides hundreds of plugins to support building, deploying, and automating any project.	MIT	https://opensource.org/licenses/MIT

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
Nexus	Nexus Repository Manager is a repository manager provided by Sonatype that allows you to manage software components required for development, deployment, and provisioning. It supports various formats such as Maven, npm, and Docker.	Eclipse	https://www.eclipse.org/legal/epl-v10.html
MySQL	MySQL is a widely used open-source relational database management system (RDBMS). It is known for its reliability, performance, and ease of use, making it suitable for a wide range of applications from small websites to large-scale enterprise systems.	GNU	https://www.gnu.org/licenses/old-licenses/gpl-2.0.html
Node Exporter	Node Exporter is a Prometheus exporter for hardware and OS metrics exposed by *NIX kernels. It provides detailed insights into system resource usage and performance, such as CPU, memory, disk I/O, and network statistics.	Apache	http://www.apache.org/licenses/LICENSE-2.0
PostgreSQL Exporter	PostgreSQL Exporter is a Prometheus exporter for PostgreSQL metrics. It allows Prometheus to collect and monitor PostgreSQL server metrics, providing insights into database performance and health.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Blackbox Exporter	Blackbox Exporter allows Prometheus to probe endpoints such as HTTP, HTTPS, DNS, TCP, ICMP, and more to monitor their availability and performance. It is used to measure the uptime and response time of applications and services.	Apache	http://www.apache.org/licenses/LICENSE-2.0
Nginx Exporter	Nginx Exporter is a Prometheus exporter for Nginx and Nginx Plus metrics. It gathers metrics such as request counts, response times, and connections to monitor and analyze the performance of Nginx servers.	BSD 2-Clause	https://opensource.org/licenses/BSD-2-Clause

<u>S/W Program Name</u>	<u>Description</u>	<u>License type</u>	<u>License URL</u>
HAProxy Exporter	HAProxy Exporter is a Prometheus exporter for HAProxy metrics. It collects and exposes metrics from HAProxy, including frontend and backend statistics, to provide insights into load balancer performance and reliability	Apache	http://www.apache.org/licenses/LICENSE-2.0
Redis Exporter	Redis Exporter is a Prometheus exporter for Redis metrics. It collects and exposes Redis server metrics, such as memory usage, commands per second, and connected clients, to provide insights into Redis performance and health.	MIT	https://opensource.org/licenses/MIT
mysqld_ex porter	mysqld_exporter is a Prometheus exporter for MySQL server metrics. It collects and exposes metrics such as query performance, connection counts, and InnoDB statistics to provide insights into MySQL server performance and health.	Apache	http://www.apache.org/licenses/LICENSE-2.0

Schedule 4.12(k)

Company AI

1. AI-driven Recommendation Engine
2. AI FAST Co-planner
3. Smart Search Discovery Engine

Schedule 4.12(1)

AI Inputs

Certain data that is used to train the Company's AI models for specific OTT scenarios is scraped from the below websites which are commercial friendly and there is no risk of needing the Company to disclose the associated works etc.:

1. <https://discogs-data-dumps.s3.us-west-2.amazonaws.com/index.html> with following license <http://creativecommons.org/about/cc0>
2. <https://www.omdb.org/> with following license Creative Commons license: Attribution 2.0 Germany

Schedule 4.15(a)

Employees

Employees of Argoid Analytics Inc.:

Employee Name	Job Title	Status	Years of service	Work Location
Gokulakannan M	CEO	Full-Time	5+	Bangalore, India

Employees of Argoid Analytics Pvt Ltd.:

Employee Name	Job Title	Status	Years of service	Work Location
Soundararajan Velu	CPO	Full-Time	5+	Bangalore, India
Petchiappan Alias Jeyaraj S	Architect	Full-Time	5+	Bangalore, India
E Chackaravarthy	Chief Technology Officer	Full-Time	4+	Bangalore, India
Deepak Rajwani	Data Scientist - II	Full-Time	4+	Bangalore, India
S S Sreenivas Reddy	Operations Engineer - I	Full-Time	3+	Bangalore, India
Aravind S	Software Development Engineer - III	Full-Time	3+	Bangalore, India
Rangaswamy J	SDE-II	Full-Time	3+	Bangalore, India
Abhishek Mohanty	Data Scientist - I	Full-Time	3+	Bangalore, India

Employee Name	Job Title	Status	Years of service	Work Location
Akshaya L Dongre	UI - II	Full-Time	2+	Bangalore, India
Venkateshwara Raju	Marketing Associate	Full-Time	2+	Bangalore, India
Vasantha Priya Velu	HR Manager	Full-Time	2+	Bangalore, India
Vijaya Kumar M	Senior QA Engineer	Full-Time	2+	Bangalore, India
Vittanala Babu Surya Sandeep Pavan Kumar	SDE - I	Full-Time	2+	Bangalore, India
Pushparani A	Operations Engineer - I	Full-Time	1+	Bangalore, India
Aman Prakash	Dev Ops - I	Full-Time	1+	Bangalore, India
Selva Subramanian S	Data Scientist - I	Full-Time	1+	Bangalore, India
Shubham Shinde	UI Engineer - I	Full-Time	1+	Bangalore, India
Thilip Kumar S	Data Scientist - II	Full-Time	1	Bangalore, India
Manas H C	Senior Finance Analyst	Full-Time	1	Bangalore, India

Schedule 4.15(b)

Independent Contractors

1. Sentienz Solutions Private Limited

Schedule 4.17

Schedule of Assets

Laptops:

SL.NO :	ASSET ID	MODEL	SERIAL NO
1	ARGD-MP-1030	MACBOOK PRO	C02PVUTNG8WP
2	ARGD-MP-1047	MACBOOK PRO	FVIFYC2CLHV22
3	ARGD-MP-1003	MACBOOK PRO	C02WR2J6G8WN
4	ARGD-MP-1013	MACBOOK PRO	C02T129QG8WN
5	ARGD-MP-1028	MACBOOK PRO	C02FP20HMD6M
6	ARGD-MP-1056	MACBOOK PRO	XC7LD9D6RG
7	ARGD-MP-1004	MACBOOK PRO	C02TR34VG8WN
8	ARGD-MP-1006	MACBOOK PRO	C02T96CMG8WN
9	ARGD-MP-1010	MACBOOK PRO	C02WM1C5G8WN
10	ARGD-MP-1017	MACBOOK PRO	C02SMGFMG8WN
11	ARGD-MP-1019	MACBOOK PRO	C02TMCKQG8WN
12	ARGD-MP-1021	MACBOOK PRO	C02XH09LJG5H
13	ARGD-MP-1023	MACBOOK PRO	C02RP8MPG8WN
14	ARGD-MP-1024	MACBOOK PRO	C02QM1X1G8WL
15	ARGD-MP-1025	MACBOOK PRO	C02FP82GMD6M
16	ARGD-MP-1026	MACBOOK PRO	C02FQCKXMD6M
17	ARGD-MP-1027	MACBOOK PRO	C02FP5J5MD6M
18	ARGD-MP-1032	MACBOOK PRO	C02X56GZJG5H
19	ARGD-MP-1042	MACBOOK PRO	C02TK5J1GTFM
20	ARGD-MP-1044	MACBOOK PRO	C02SX045GTFJ
21	ARGD-MP-1053	MACBOOK PRO	C02Y106VJHD2
22	ARGD-MP-1046	MACBOOK PRO	C02V77F0HV2M
23	ARGD-MP-1050	MACBOOK PRO	C02TP01NHF1P
24	ARGD-MP-1051	MACBOOK PRO	C02TG17YGTDX
25	ARGD-MP-1033	MACBOOK PRO	C02VV2VUHV2Q
26	ARGD-MP-1039	MACBOOK PRO	C02TC0S9GYFH
27	ARGD-MA-2003	MACBOOK AIR	FVFX565MJ1WL
28	ARGD-MA-2005	MACBOOK AIR	FVFT5SUJIWL
29	ARGD-WD-3004	WINDOWS- LENOVO IDEA PAD 3	PF2YNA6S

Schedule 4.18

Related Party Agreements

Master Service Agreement dated October 1, 2018 by and between ARGOID ANALYTICS, INC., and Sentienz Solutions private limited.

Schedule 4.22

Bank Accounts

Bank Name	Account Number	Account Type	Authorized Signatory	Access held by	Bank Address
Silicon Valley Bank	3302972467	Analysis Checking	Gokul Muralidharan	<ul style="list-style-type: none">• Suresh Subramanian• Manas H C• Gokul Muralidharan	3003 Tasman Drive Santa Clara, CA 95054 Phone: 408-654-7400
Silicon Valley Bank	3303255356	Analysis Checking	Gokul Muralidharan	<ul style="list-style-type: none">• Suresh Subramanian• Manas H C• Gokul Muralidharan	3003 Tasman Drive Santa Clara, CA 95054 Phone: 408-654-7400
Silicon Valley Bank	3303326404	Collateral MMA	Gokul Muralidharan	<ul style="list-style-type: none">• Gokul Muralidharan	3003 Tasman Drive Santa Clara, CA 95054 Phone: 408-654-7400
Silicon Valley Bank	3303192316	MMA	Gokul Muralidharan	<ul style="list-style-type: none">• Suresh Subramanian• Manas H C• Gokul Muralidharan	3003 Tasman Drive Santa Clara, CA 95054 Phone: 408-654-7400
ICICI Bank Limited	107505002611	Current - Operations	<ul style="list-style-type: none">• Gokul Muralidharan• Chackaravarthy E	<ul style="list-style-type: none">• Suresh Subramanian• Manas H C• Gokul Muralidharan• Chackaravarthy E	Survey No.80/2 , Plot No.23 , 24 25 , Bellandur Village Varthur Hobli, Bangalore Karnataka. - 560103
ICICI Bank Limited	107505003425	Current - Share Account	Gokul Muralidharan	<ul style="list-style-type: none">• Gokul Muralidharan	Survey No.80/2 , Plot No.23 , 24 25 , Bellandur Village Varthur Hobli, Bangalore Karnataka. - 560103

Exhibit A

Merger Certificate

[See attached]

CERTIFICATE OF MERGER

OF

AMAGI MERGER SUB, INC.

WITH AND INTO

ARGOID ANALYTICS, INC.

Pursuant to Title 8, Section 251(c) of the General Corporation Law of the State of Delaware, as amended (the “DGCL”), the undersigned officer on behalf of Argoid Analytics, Inc., a Delaware corporation (the “Company”), does hereby certify in connection with the merger of Amagi Merger Sub, Inc. a Delaware corporation, with and into the Company (the “Merger”) as follows:

FIRST: That the name and state of incorporation of each of the constituent corporations in the Merger (the “Constituent Corporations”) is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Argoid Analytics, Inc.	Delaware
Amagi Merger Sub, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger, dated as of November 26, 2024 (the “Merger Agreement”), by and among the Constituent Corporations and certain other parties thereto, was approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 251 of the DGCL.

THIRD: That the name of the surviving corporation shall be “Argoid Analytics, Inc.” (the “Surviving Corporation”).

FOURTH: That upon the effectiveness of the Merger in accordance with Section 251 of the DGCL and Section 103 of the DGCL, the certificate of incorporation of the Company immediately prior to the Merger shall be amended in its entirety as set forth on Exhibit A attached hereto and, as so amended shall be the certificate of incorporation of the Surviving Corporation until further amended in accordance with the terms thereof and the DGCL.

FIFTH: That the executed Merger Agreement is on file at the office of the Surviving Corporation, the address of which is 1 Pennsylvania Plaza, Suite 1401, New York, NY 10119, and a copy thereof will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any of the Constituent Corporations.

SIXTH: That this Certificate of Merger and the Merger shall become effective upon filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed as of 26th Nov, 2024.

ARGOID ANALYTICS, INC.

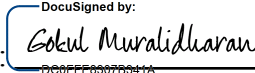
By: 
Name: Gokulakannan Muralidharan
Title: Chief Executive Officer

Exhibit A

**Amended and Restated
Certificate of Incorporation
of
Argoid Analytics, Inc.**

FIRST: The name of the corporation is:

ARGOID ANALYTICS, INC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of common stock, par value \$0.01 per share.

FIFTH: The corporation is to have perpetual existence.

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. the board of directors of the corporation is expressly authorized to adopt, amend or repeal the bylaws of the corporation;

B. elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide;

C. the books of the corporation may be kept at such place within or without the State of Delaware as the bylaws of the corporation may provide or as may be designated from time to time by the board of directors of the corporation; and

D. any action required or permitted to be taken at any meeting of the board of directors of the corporation may be taken without a meeting only if all of the directors consent thereto in writing.

SEVENTH: To the fullest extent permitted by law of the State of Delaware, no director or officer shall be personally liable to the corporation or the holders of shares of capital stock for monetary damages for breach of fiduciary duty as a director or officer.

No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director or officer for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal. If the law of the State of Delaware is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the

corporation shall be eliminated or limited to the fullest extent then permitted. No repeal or modification of this Article SEVENTH shall adversely affect any right of or protection afforded to a director or officer of the corporation existing immediately prior to such repeal or modification.

EIGHTH: The corporation shall indemnify and may advance expenses to its officers and directors to the fullest extent permitted by law either now in existence or hereafter in effect. Without limiting the generality of the foregoing, the bylaws of the corporation may provide for indemnification and advancement of expenses to the corporation's officers, directors, employees and agents on such terms and conditions as the board of directors of the corporation may from time to time deem appropriate or advisable.

NINTH: Except as provided herein, from time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article NINTH.

Exhibit B

Letter of Transmittal

[See attached]

LETTER OF TRANSMITTAL, CONSENT, WAIVER AND RELEASE

For Shares of Common Stock and/or Preferred Stock
of Argoid Analytics, Inc.

Pursuant to the Agreement and Plan of Merger, dated as of October [●], 2024, by and among
ARGOID ANALYTICS, INC.
AMAGI CORPORATION
AMAGI MERGER SUB, INC.
and
GOKUL MURALIDHARAN
as representative of the Stockholder

This Letter of Transmittal, Consent, Waiver and Release (this “**Letter of Transmittal**”) is being sent in connection with the merger (the “**Merger**”) of Amagi Merger Sub, Inc., with and into Argoid Analytics, Inc. (the “**Company**”), pursuant to the Merger Agreement (as defined below). The Company shall be the surviving corporation in the Merger (the “**Surviving Corporation**”). The date and time the merger becomes effective is referred to as the “**Effective Time**”.

This Letter of Transmittal should be promptly (a) completed and signed in the space provided below and, for U.S. Persons (“**U.S. Persons**”, as defined in the instructions of the Internal Revenue Services (“**IRS**”) Form W-9), on the space provided on the IRS Form W-9 included in this Letter of Transmittal and (b) e-mailed to Gokul Muralidharan (the “**Stockholder Representative**”) (with copies sent to the Purchaser and the Company, prior to the Effective Time, or the Surviving Corporation, following the Effective Time). If you are not a U.S. Person, please submit, as applicable, a properly completed and executed IRS Form W-8BEN or other applicable IRS Form W-8 along with this Letter of Transmittal and refer to the IRS website for instructions on completing and signing such applicable form.

All authority herein conferred or agreed to be conferred herein shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. The deliver of this Letter of Transmittal is irrevocable, and, once delivered, its delivery may not be withdrawn under any circumstances.

Prior to the Effective Time (by PDF via electronic mail)

Stockholder Representative: gokul@argoid.com

With copies to:

Purchaser: legal@amagi.com and compliance@amagi.com
Company: gokul@argoid.com

Following the Effective Time (by PDF via electronic mail):

Stockholder Representative: gokul@argoid.com

With copies to:

Purchaser: legal@amagi.com and compliance@amagi.com
Surviving Corporation: gokul@argoid.com

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery. DO NOT SEND THIS LETTER OF TRANSMITTAL OTHER THAN AS SET FORTH ABOVE. Please read the accompanying instructions carefully.

DESCRIPTION OF COMMON STOCK SURRENDERED (Please see Instruction 2 before completing this chart.)	
Name(s) and Address of Registered Holder(s) (exactly as name(s) appear(s) on book-entry position(s))	Number of Shares of Common Stock Surrendered

DESCRIPTION OF PREFERRED STOCK SURRENDERED (Please see Instruction 2 before completing this chart.)	
Name(s) and Address of Registered Holder(s) (exactly as name(s) appear(s) on book-entry position(s))	Number of Shares and Series of Preferred Stock Surrendered

Number and Class of shares of Argoid Analytics Private Limited (“Argoid India”) owned by the Holder:

PLEASE READ AND FOLLOW THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

In accordance with the Agreement and Plan of Merger (the “**Merger Agreement**”) by and among Amagi Corporation (“**Purchaser**”), Amagi Merger Sub, Inc. (“**Merger Sub**”), Argoid Analytics, Inc. (the “**Company**”) and Gokul Muralidharan, as representative of the Holders (the “**Stockholder Representative**”), providing among other things, for the merger of Merger Sub with and into the Company (the “**Merger**”), with the Company becoming a wholly-owned subsidiary of Purchaser, the undersigned registered holder of shares of common stock and/or preferred stock of the Company (collectively, the “**Applicable Shares**”), hereby surrender(s) its Applicable Shares prior to the Effective Time, or to Purchaser, following the Effective Time, in exchange for consideration in the amount payable to such holder pursuant to and in accordance with the terms set forth in the Merger Agreement (the “**Holder’s Consideration**”); provided, however, that the surrender of Applicable Shares shall be contingent upon the consummation of the Merger. Unless otherwise defined in this Letter of Transmittal, all defined terms contained in this Letter of Transmittal will have the meanings set forth in the Merger Agreement. You are urged to carefully read the enclosed Merger Agreement and other documents provided, and to consult with your financial, legal and tax advisors before signing.

REPRESENTATIONS AND WARRANTIES
(Forming a part of the Terms and Conditions of the transaction)

The undersigned hereby represents and warrants to Purchaser, the Company and Merger Sub that:

(1) Organization, Capacity and Power. The undersigned is a natural person or a legal entity of the type set forth next to the undersigned’s name on the signature page hereto. If the undersigned is a natural person, he or she is competent and has all requisite legal capacity, power and authority to execute and deliver this Letter of Transmittal and to perform his or her obligations hereunder. If the undersigned is not a natural person, it has been duly organized and is validly existing and in good standing under the Laws of the jurisdiction of its organization. If the undersigned is not a natural person, the undersigned has all requisite corporate or equivalent power and authority to execute and deliver this Letter of Transmittal and to perform its obligations hereunder.

(2) Execution and Delivery; Valid and Binding Agreement. The undersigned has full power, legal capacity and authority to execute and deliver this Letter of Transmittal and to perform his, her or its obligations hereunder and to consummate the transactions set forth herein and in the Merger Agreement. This Letter of Transmittal has been duly and validly executed and delivered by the undersigned and constitutes valid and binding obligations of the undersigned, enforceable against the undersigned in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or moratorium Laws, other similar Laws affecting creditors’ rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(3) No Breach. The execution, delivery and performance of this Letter of Transmittal and the consummation of the transactions set forth herein by the undersigned do not and will not (after notice or lapse of time or both, or the taking of any action by any other Person): (i) conflict with or violate any provision of the certificate of formation or operating agreement (or similar governing instruments) of the undersigned if the undersigned is an entity, (ii) result in the creation of any Liens (other than any Liens imposed pursuant to applicable federal and state securities Laws) upon any assets of the undersigned (including any Company Stock), (iii) require on the part of the undersigned any notice or filing with, or any Permit or other authorization of, or any exemption by, any Governmental Body, (iv) with such exceptions as, individually or in the aggregate, do not have, and are not reasonably likely to have a material adverse effect on the ability of the undersigned to perform his, her or its obligations hereunder or consummate the transactions set forth herein, conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of, give rise to any right to accelerate, terminate, modify or cancel, or require any notice, consent, authorization, approval or waiver under, or result in any other adverse consequence under, any (A) Permit, or (B) Contract to which (I) the Company is a party or by which the Company is bound or to which any of the assets or properties of the Company is subject, or (II) the undersigned is a party or by which the undersigned is bound or to which any of the assets or properties of the undersigned (including any Company Stock held by the undersigned) is

subject, or (v) violate or breach the terms of or cause any default under any Law applicable to the undersigned or any of his, her or its respective properties, assets or securities (including any Company Stock held by the undersigned).

(4) Litigation. There are no proceedings pending or threatened against or affecting, the undersigned or any of the undersigned's properties or rights (including any Company Stock held by the undersigned), at law or in equity, before or by any court, arbitrator, panel or other Governmental Body that could adversely affect the ability of the undersigned to perform the undersigned's obligations under, or consummate the transactions contemplated hereby or in the Merger Agreement.

(5) Ownership.

(a) The undersigned is the record and beneficial owner of the Applicable Shares listed on page 2 of this Letter of Transmittal next to his, her or its name and, other than the Investor Rights Agreement, Right of First Refusal Agreement and Voting Agreement, there are no voting trusts, equityholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of such Applicable Shares (other than this Letter of Transmittal and the Stockholder Consent). The undersigned has good and valid title to the Applicable Shares, free and clear of any and all Liens.

(b) Except as set forth on page 2 of this Letter of Transmittal next to his, her or its name, the undersigned does not own beneficially or of record and does not have any right to acquire (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing), any Company Stock or any other Equity Interests of the Company or Argoid India (or any of their respective Subsidiaries), any phantom equity interests, stock appreciation rights, swaps and other derivatives of any of the foregoing (or any options, warrants, calls, subscriptions, securities convertible into or exercisable or exchangeable or redeemable for such securities) or any interest therein. Other than the Investor Rights Agreement, Right of First Refusal Agreement and Voting Agreement, there are no agreements, preemptive rights, rights of first refusal or other rights or arrangements, commitments or understandings of any nature whatsoever, fixed or contingent, that directly or indirectly (i) call for the issuance, redemption, sale, pledge or other disposition of any Equity Interests of the Company or Argoid India (or any of their respective Subsidiaries), or any securities convertible into, or other rights to acquire, any Equity Interests or other equity awards of the Company or Argoid India, (ii) obligates a Group Company to grant, offer or enter into any of the foregoing, or (iii) relates to the voting or control of any such Equity Securities or rights (except for the certificate of incorporation and bylaws of the Company).¹

(6) Investor Rights Agreement, Right of First Refusal Agreement and Voting Agreement. If the undersigned is a party to that the Investor Rights Agreement, Right of First Refusal Agreement and/or the Voting Agreement, the undersigned hereby consents to, and agrees that, conditioned upon the Closing and effective as of the Effective Time, such agreements, shall terminate and be of no further force and effect without any further liability of the Company, and the execution and delivery of this Letter of Transmittal by the undersigned shall be deemed to constitute the consent of the undersigned (and, if applicable, his or her spouse) to amend the Investor Rights Agreement, Right of First Refusal and the Voting Agreement (as applicable), in order to give full effect to such termination.

ACKNOWLEDGMENTS, AGREEMENTS AND RELEASE (Forming a part of the Terms and Conditions of the transaction)

In addition, the undersigned hereby acknowledges and agrees that all representations, warranties, covenants and agreements of the undersigned will be for the benefit of, and enforceable by the Company and (from and after the Effective Time of the Merger), the Surviving Corporation and the Purchaser.

Consent and Acknowledgement

The undersigned hereby acknowledges that (i) the undersigned has received a copy of (A) the Merger Agreement, and has had the opportunity to review and ask any questions in connection therewith (B) the Information

¹ **Note to Ahmed:** For any U.S. Stockholders that also own Argoid India shares, should note the Argoid India shares they own on pg. 2.

Statement dated [●], 2024 delivered by the Company, and (ii) the Requisite Holders have irrevocably approved by written consent the Merger Agreement and the transactions contemplated thereby and that no further vote of the stockholders of the Company is required for the approval of the transactions.

For the avoidance of doubt, the undersigned hereby approves and consents to the Merger Agreement and the transactions contemplated thereby, including without limitation, (a) the merger of Merger Sub with and into the Company upon the terms and conditions set forth in the Merger Agreement, (b) the indemnification of Indemnified Parties upon the terms and conditions set forth in the Merger Agreement, (c) the indemnification obligations of the Stockholders set forth in the Merger Agreement, and (d) the amount of the Aggregate Merger Consideration payable in connection with the Merger (including the amount(s) payable to the undersigned in exchange for the Company Stock of the undersigned). The undersigned acknowledges and irrevocably agrees (x) to the appointment of the Stockholder Representative as the undersigned's representative and agent pursuant to the terms of the Merger Agreement and (y) to be bound by the terms and conditions of the Merger Agreement.

In addition, the undersigned hereby (a) forever waives and agrees to refrain from exercising any rights of appraisal or dissenters' rights under applicable law, including under Section 262 of the DGCL, which the undersigned might otherwise have in connection with the undersigned's ownership of Company Stock (as applicable) under applicable law in connection with the transactions contemplated by the Merger, (b) acknowledges and agrees to the treatment of the undersigned's Company Stock (as applicable) as set forth in this Letter of Transmittal and the Merger Agreement (including Article II thereof), and (c) acknowledges the sufficiency of the Aggregate Merger Consideration to be paid under the Merger Agreement. For the avoidance of doubt, by delivery of this Letter of Transmittal to the Stockholder Representative (with copies sent to the Purchaser, and the Company (prior to the Effective Time) or the Surviving Corporation (following the Effective Time)), the undersigned hereby (x) forever waives, to the extent not otherwise waived, all appraisal rights or dissenter's rights which might otherwise be available to the undersigned pursuant to Section 262 of the Delaware General Corporation Law, and (y) confirms that it has no written objections to the Merger and/or demands for appraisal, if any, with respect to any Company Stock, as applicable, owned by the undersigned.

The undersigned further acknowledges that any Additional Merger Consideration that may be owed to the undersigned, as described in the Merger Agreement pursuant to Section 2.10, are subject to the Indemnified Parties' rights to set-off against such amounts pursuant to the terms of the Merger Agreement, including Section 2.10 and Article VII thereof. The undersigned further agrees and acknowledges that there is no guarantee any Additional Merger Consideration amounts may become payable

Notwithstanding anything to the contrary contained in this Letter of Transmittal or the Merger Agreement, by execution and delivery of this Letter of Transmittal or receipt of any consideration pursuant to the Merger Agreement, the undersigned acknowledges and agrees that he, she or it does not have any right of indemnification, contribution or reimbursement from or remedy against the Purchaser, the Surviving Corporation, or any other Person as a result of any indemnification he, she or it is required to make under or arising out of the breach or inaccuracy of any representation, warranty, covenant or other obligation (i) of the undersigned contained in this Letter of Transmittal or (ii) of any Released Parties contained in, the Merger Agreement; and (b) the undersigned hereby releases, waives and forever discharges any right to indemnification, contribution or reimbursement that he, she or it may have at any time against any Released Parties (as defined below) under or arising out of the breach or inaccuracy of any representation, warranty, covenant or other obligation (i) of the undersigned contained in this Letter of Transmittal or (ii) pursuant to the Merger Agreement (including Article VII) with respect to Losses that are indemnifiable thereunder.

It is understood that the undersigned will not receive any portion of the Aggregate Merger Consideration that is otherwise payable to the Holder until a properly completed and executed Letter of Transmittal and a properly completed and executed IRS Form W-9 or W-8, as applicable, is received by the Company, prior to the Effective Time, or by Purchaser, following the Effective Time, at the applicable address set forth above, and until the same is processed by Purchaser. It is further understood that no interest will accrue on all or any portion of the Aggregate Merger Consideration payable to the Holder. The undersigned further agrees and acknowledges that following the Effective Time, he, she or it shall have no rights in respect of the capital stock of the Surviving Corporation (including any rights to dividends or distributions payable thereon).

The Exchange

The undersigned understands that the delivery of this Letter of Transmittal (and the corresponding surrender of Applicable Shares) will not be deemed to be properly delivered until it is received by the Stockholder Representative, with copies received by the Purchaser, and the Company (prior to the Effective Time) or the Surviving Corporation (following the Effective Time, properly completed and signed, together with all required documents, in form satisfactory to Purchaser. All questions as to the documents, validity, form, eligibility and acceptance for payment of this Letter of Transmittal or any Company Stock surrendered by the Holder will be determined by Purchaser, and such determination will be final and binding.

The undersigned hereby irrevocably constitutes Purchaser, or its designee or appointee, as the undersigned's true and lawful attorney-in-fact with respect to the Letter of Transmittal, and Company Stock surrendered herewith, to deliver such Letter of Transmittal together with all accompanying evidences of authority, against receipt therefor (as the undersigned's agent) of the Holder's portion of any Aggregate Merger Consideration pursuant to the Merger Agreement. This power is irrevocable and coupled with an interest, and shall not be affected by the undersigned's death, incapacity, illness, dissolution or other inability to act.

The name and address of the registered owner(s) of the Company Stock referenced above are on any book-entry positions representing the surrendered Company Stock. The undersigned shall, upon request, execute and deliver all other instruments and documents reasonably requested by Purchaser, the Company or (following the Effective Time), the Surviving Corporation, as may be necessary or advisable in connection with the Merger Agreement and the consummation of the transactions contemplated thereby (including the payment of the Aggregate Merger Consideration). All authority conferred or agreed to be conferred in this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned will be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned.

The undersigned understands and agrees that (i) the contingent rights to receive any Earn-Out Payment shall not be represented by any form of certificate or other instrument and do not constitute an equity or ownership interest in Purchaser or the Company or any of their Affiliates, (ii) the undersigned shall not have any rights as a securityholder of Purchaser or the Company or any of their Affiliates as a result of the undersigned's contingent right to receive any portion of the Earn-Out Payment hereunder, (iii) none of the undersigned's rights with respect to any portion of the Earn-Out Payment can be Transferred, and (iv) no interest is payable with respect to any Earnout Payment. **"Transfer"** means any direct or indirect disposition of an interest whether by sale, exchange, merger, consolidation, transfer, assignment, conveyance, distribution, pledge, inheritance, gift, mortgage, the creation of any security interest in, or lien or encumbrance upon, forfeiture, foreclosure, any other disposition of any kind and in any manner, by operation of law or otherwise, or any other transfer or agreement to do any of the foregoing, and the term "Transferred" shall have correlative meaning to the term "Transfer."

Release

In connection with the closing of the Merger, by signing below, effective as of the Effective Time, the undersigned has agreed to release the Released Parties (as defined below) from any and all claims arising prior to the Effective Time as follows:

For good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by the undersigned, effective as of the Effective Time, the undersigned, for itself, herself or himself and all of his, her or its Affiliates, assigns, heirs and successors (the **"Releasors"**), hereby: (a) knowingly, voluntarily, completely and irrevocably release and forever discharge the Purchaser, Merger Sub, the Company, Surviving Corporation (following the Effective Time), and each of their affiliates, respective current and former directors, officers, managers, members, partners, stockholders, principals, employees, agents, representatives, counsel, accountants, financial advisors, consultants, predecessors, successors and assigns (collectively, the **"Released Parties"**) from any and all claims, damages, losses, demands, actions, causes of action, covenants, agreements, promises and/or liabilities of any nature whatsoever, in law or in equity, both past and present (through the date of this Letter of Transmittal), relating in any way to, or in connection with, any matter or thing from the beginning of the world to the date hereof (collectively **"Claims"**), that any of the Releasors have or may have, whether known or unknown, suspected or unsuspected, or claimed, against any of the Released Parties, including but not limited to, any Claims arising out of or in any way related to, directly or indirectly, the undersigned having been a stockholder of the Company or Argoid India (or any of their affiliates); and (b) waives any and all claims the Releasors may in respect of any Company Stock or any other

Equity Interests in any of the Released Parties and/or any claimed right or interest of the undersigned in or to any other equity interest in any of the Released Parties, including any equity or equity-based award or additional shares of stock or options or other Equity Securities or right to acquire Equity Securities of any of the Released Parties (such Claims, collectively, the “**Released Claims**”). Notwithstanding the foregoing, nothing herein shall release any Claims arising from any rights of the undersigned to receive any portion of the Aggregate Merger Consideration payable to such Holder pursuant to the terms of the Merger Agreement.

The undersigned hereby represents and warrants to Purchaser, the Company, and Merger Sub that he, she or it has made no assignment, sale, grant or transfer to any other Person of any portion of the Released Claims or any portion of any recovery or settlement to which he, she or it may be entitled in connection with the Released Claims.

In signing this Letter of Transmittal, each of the Releasors acknowledges and intends that this Letter of Transmittal shall be effective as a bar to each and every one of the Released Claims herein above mentioned or implied. Each of the Releasors expressly consents that this Letter of Transmittal shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Released Claims (notwithstanding any state statute that expressly limits the effectiveness of a release of unknown, unsuspected or unanticipated Claims), if any, as well as those relating to any other Released Claims herein above mentioned or implied. Each of the Releasors acknowledges and agrees that this waiver is an essential and material term of this Letter of Transmittal. Each of the Releasors further agrees that in the event it should assert any Released Claim seeking damages against any of the Released Parties, this Letter of Transmittal shall serve as a complete defense to any such Claim.

The undersigned has been made aware of, and understands, the provisions of California Civil Code Section 1542 (“**Section 1542**”), which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” The undersigned expressly, knowingly and intentionally waives any and all rights, benefits and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

Each of the Releasors acknowledges and agrees that he, she or it may hereafter discover facts different from or in addition to those now known, or believed to be true, regarding the subject matter of this Letter of Transmittal and further acknowledges and agrees that this Letter of Transmittal shall remain in full force and effect, notwithstanding the existence of any different or additional facts.

THE UNDERSIGNED HEREBY WAIVES ANY RIGHT HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS LETTER OF TRANSMITTAL AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

BY SIGNING THIS LETTER OF TRANSMITTAL, THE UNDERSIGNED REPRESENTS AND AGREES THAT HE, SHE OR IT:

- a. HAS READ THIS RELEASE CAREFULLY;
- b. UNDERSTANDS ALL OF THE TERMS OF THIS RELEASE AND KNOWS THAT HE, SHE OR IT IS GIVING UP IMPORTANT RIGHTS;
- c. VOLUNTARILY CONSENTS TO THE TERMS OF THIS RELEASE;
- d. HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS LETTER OF TRANSMITTAL AND HAS DONE SO, OR AFTER CAREFUL READING AND CONSIDERATION, THE UNDERSIGNED HAS CHOSEN NOT TO DO SO OF ITS OWN VOLITION;
- e. HAS SIGNED THIS LETTER OF TRANSMITTAL KNOWINGLY AND VOLUNTARILY, AND WITH THE ADVICE OF AN ATTORNEY RETAINED TO ADVISE THE

UNDERSIGNED WITH RESPECT TO IT, OR ACKNOWLEDGES THAT HE, SHE OR IT WAS GIVEN THE OPPORTUNITY TO RETAIN AN ATTORNEY TO ADVISE HIM, HER OR IT WITH RESPECT TO THIS LETTER OF TRANSMITTAL AND AFTER CAREFUL READING AND CONSIDERATION, THE UNDERSIGNED HAS CHOSEN NOT TO DO SO OF ITS OWN VOLITION; AND

- f. AGREES THAT THE PROVISIONS OF THIS RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY THE UNDERSIGNED AND THE RELEASED PARTIES.

Each Released Party is an intended third-party beneficiary under this Letter of Transmittal and may enforce its rights hereunder.

This Letter of Transmittal shall be governed by and construed in accordance with the laws of the State of Delaware as to all matters, including but not limited to matters of validity, construction, effect and performance.

INSTRUCTIONS

1. ***Delivery of Letter of Transmittal.*** A properly completed, duly and validly executed Letter of Transmittal and any other documents required by this Letter of Transmittal, must be delivered to the to Stockholder Representative (with copies sent to the Purchaser, and the Company (prior to the Effective Time) or the Surviving Corporation (following the Effective Time). at the applicable e-mail addresses set forth on the cover of this Letter of Transmittal. Please do not send the Letter of Transmittal other than to the e-mail addresses set forth on the cover of this Letter of Transmittal. All questions as to the documents, validity, form, eligibility and acceptance for payment of any Company Stock surrendered pursuant to any of the procedures described in this Letter of Transmittal will be determined by Purchaser, and such determination will be final and binding. Purchaser also reserves the absolute right to waive any defect or irregularity in the delivery of any Letter of Transmittal and its interpretations of other terms and conditions of the Merger Agreement and this Letter of Transmittal (including these instructions) with respect to such irregularities and/or defects will be final and binding. No alternative, conditional, irregular or contingent delivery of this Letter of Transmittal will be accepted. Delivery of documents other than the e-mail addresses set forth on the cover of this Letter of Transmittal does not constitute effective delivery of this Letter of Transmittal.

You are encouraged to return this Letter of Transmittal and the other required documentation as soon as possible. Any portion of the Aggregate Merger Consideration that remains unclaimed by holders of Company Stock immediately prior to the earlier of (i) such time as such amounts would otherwise escheat to or become property of any Governmental Body or (ii) set forth in Section 2.03(c) of the Merger Agreement shall, to the extent permitted by Law, become the property of the Surviving Corporation, free and clear of all claims or interests of any Person previously entitled thereto.

The method of delivery of the Letter of Transmittal and the other required documents is at the option and risk of the tendering holder. If sent by mail, then registered mail with return receipt requested is recommended.

2. ***Inadequate Space.*** If there is inadequate space to complete any box or to sign this Letter of Transmittal, the information or signatures required to be provided must be set forth on additional sheets substantially in the form of the corresponding portion of this Letter of Transmittal and attached to this Letter of Transmittal.

3. ***Signature on Letter of Transmittal, Stock Powers and Endorsements.***

(a) If this Letter of Transmittal is signed by the registered holder(s) of the Company Stock surrendered hereby without any correction or change in the name of the registered holder(s), the signature(s) must correspond exactly with the name(s) as written in the book-entry positions and/or the books and records of the Company without any change whatsoever. In the event the name of the registered holder(s) needs to be corrected or has changed (by marriage or otherwise), please print such correction or change on the form itself. If you need additional space, see Instruction 2.

(b) If any Company Stock surrendered hereby is registered in different names in the book-entry positions of the Company, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such Company Stock.

(c) If this Letter of Transmittal is signed by the registered holder(s) of the Company Stock, no separate stock powers are required.

(d) If this Letter of Transmittal is signed by a person(s) other than the registered holder(s) of the Company Stock listed and the signer(s) is acting in the capacity of trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person(s) acting in a fiduciary or representative capacity, such person(s) must so indicate when signing, and must submit proper evidence satisfactory to Purchaser of authority to act.

4. ***Payment and Delivery Instructions.*** The undersigned understands that, after the Effective Time and after this Letter of Transmittal and any other necessary documents are completed in a form acceptable to Purchaser, delivery of a wire transfer representing the portion of the Closing Merger Consideration payable to the undersigned in respect of any Company Stock will be made as promptly as practicable. The Holder's Closing Merger

Consideration in respect of any Company Stock shall be delivered by wire transfer only once the undersigned has provided wire transfer details on the signature page hereto (and, if the undersigned has not provided such details, the Holder's Closing Merger Consideration shall only be delivered once the Holder has provided such information). The undersigned understands that the amount of any wire transfer representing any portion of the Holder's Closing Merger Consideration will be reduced by any applicable withholding taxes. No interest shall accrue on any cash payments to be delivered hereunder.

5. Requests for Assistance. Requests for assistance may be directed to the Stockholder Representative, at gokul@argoid.com.

6. IRS Form W-9 or W-8. Each Holder of any Company Stock that is not a current or former employee of the Company that is a U.S. Person is required to provide a correct taxpayer identification number ("TIN"), generally the holder's social security or federal employer identification number, on a properly completed and executed IRS Form W-9, which is provided below. Failure to provide the information on the form may subject the holder to 24% federal income tax withholding on the payments made to the holder or other payee with respect to the Company Stock. Refer to the IRS website for instructions on completing and signing such applicable form.²

Each Holder of Company Stock that is not a U.S. Person is required to provide a properly completed and executed IRS Form W-8BEN or other applicable IRS Form W-8, which can be obtained from www.irs.gov. Refer to the IRS website for instructions on completing and signing such applicable form.

7. Miscellaneous. Purchaser anticipates that it will provide notification of any defects in the delivery of the Letter of Transmittal and other necessary documents, but Purchaser shall not incur any liability for failure to give such notice.

8. Transfer Taxes. In the event that any transfer or other taxes become payable by reason of the payment in any name other than that of the Holder such transferee or assignee must pay such tax to Purchaser or must establish to the satisfaction of Purchaser that such tax has been paid or is not applicable.

² **Note to CAM:** Do we need any Indian Tax Forms (from the Argoid U.S. Shareholders).

ALL HOLDERS OF COMPANY SHARES

MUST SIGN HERE

(All holders of Company Shares must also complete IRS Form W-9 or W-8)

The undersigned acknowledges that the undersigned has thoroughly read this Letter of Transmittal and agrees to be bound by the terms and conditions set forth herein including the release and in the accompanying materials including the Merger Agreement and other transaction documents provided.

The wire transfer representing the Holder's portion of the Aggregate Merger Consideration in respect of Company Stock, if any, will be issued only in the name of the person(s) submitting this Letter of Transmittal.

Signature(s) of Registered Holder(s) or Agent

Dated: _____, 2024

(Must be signed by registered holder(s) exactly as name(s) appear on the book-entry positions of the Company or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by an officer of a corporation, attorney-in-fact, executor, administrator, trustee, guardian or other person(s) acting in a fiduciary or representative capacity, then please set forth full title and see Instruction 3.)

Name(s): _____
(Please print)

Capacity (Full Title): _____

Address: _____ (ZIP Code) _____

Area Code and Tel. No.: _____ Dated: _____

For U.S. Persons, Tax Identification or Social Security No.: _____

Wire money to:

Account Name: _____
(Please print)

Account Number: _____

Bank Name and ABA Number: _____

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

IMPORTANT TAX INFORMATION FOR HOLDERS OF COMPANY SHARES

Under the federal tax law, a holder who transmits Company Shares that is a U.S. Person (as defined in the instructions to IRS Form W-9) hereby is required by law to provide such holder's correct TIN on the IRS Form W-9 below. If such holder is an individual, then the TIN is his or her social security number. If Purchaser is not provided with the correct TIN, then the holder or other payee may be subject to a \$50 penalty imposed by the IRS. In addition, payments that are made to such holder or other payee with respect to Company Shares may be subject to backup withholding.

Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual (as defined in the instructions to IRS Form W-9, which generally includes any nonresident alien or foreign entity) to qualify as an exempt recipient, that holder must submit to the Company, prior to the Effective Time, or Purchaser, following the Effective Time, a properly completed IRS Form W-8BEN, W-8ECI or other applicable Form W-8, signed under penalties of perjury, attesting to that holder's exempt status. Foreign holders of Company Shares should also submit a Form W-8BEN or other applicable W-8 form to avoid or reduce the imposition of the 30% U.S. federal withholding tax (which is a separate tax than the backup withholding tax and, in general, is imposed on payments of certain U.S. source income to foreign persons) on any payments they receive subsequent to the Effective Time that are treated as interest for federal income tax purposes if such persons are eligible for an exemption from, or a reduced rate of, withholding tax. Form W-8BEN and other applicable W-8 forms can be obtained on www.irs.gov.

Generally, the tax treatment for a non-U.S. person will differ from that of a U.S. Person. The advice given herein may not be applicable to you and may not address all the relevant tax considerations applicable to your particular circumstances. You should consult with your tax advisors in relation to any tax implications or considerations as regards the Merger.

If backup withholding applies, then Purchaser is required to withhold 24% of any payments made to the holder or other payee. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, then a refund may be obtained from the IRS.

Purpose of IRS Form W-9

To prevent backup withholding on payments made to a holder or other payee that is a U.S. Person with respect to Company Shares, the holder is required to notify Purchaser of the holder's correct TIN by completing the form below, certifying that the TIN provided on IRS Form W-9 is correct (or that such holder is awaiting a TIN) and that (1) the holder has not been notified by the IRS that the holder is subject to backup withholding as a result of failure to report all interest or dividends, or (2) the IRS has notified the holder that the holder is no longer subject to backup withholding.

NOTE: Failure to complete and return the IRS Form W-9 or W-8 may result in backup withholding of 24%, or U.S. federal withholding tax of 30%, of any payments made to you pursuant to the Merger.

Exhibit C-1

Amended and Restated Charter

[See attached]

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE RESTATED CERTIFICATE OF "ARGOID ANALYTICS, INC.",
FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF JANUARY, A.D.
2024, AT 10:52 O`CLOCK A.M.*




Jeffrey W. Bullock, Secretary of State

7155653 8100
SR# 20240261400

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202680484
Date: 01-26-24

**FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ARGOID ANALYTICS, INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Argoid Analytics, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Argoid Analytics, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on November 19, 2018 under the name Argoid Analytics, Inc.. The Amended and Restated Certificate of Incorporation of this corporation was filed with the Secretary of State of Delaware on November 29, 2018. The Certificate of Amendment to the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on October 14, 2020. The Second Amended and Restated Certificate of Incorporation of this corporation was filed with the Secretary of State of Delaware on January 25, 2021. The First Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on February 9, 2021. The Third Amended and Restated Certificate of Incorporation of this corporation was filed with the Secretary of State of Delaware on July 25, 2022. The First Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on May 2, 2023 (collectively, with the Third Amended and Restated Certificate of Incorporation and the First Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation, the “Certificate of Incorporation”).

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

1 : The name of this corporation is Argoid Analytics, Inc. (the “**Corporation**”).

2 : The address of the registered office of the Corporation in the State of Delaware is 108 W. 13th Street, Suite 100, in the City of Wilmington, County of New Castle, Zip Code 19801. The name of its registered agent at such address is Vcorp Agent Services, Inc.

3 : The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

4 : The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 28,351,409 shares of Common Stock, \$0.00001 par value per share ("**Common Stock**") and (ii) 12,112,569 shares of Preferred Stock, \$0.00001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one (1) vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Fourth Amended and Restated Certificate of Incorporation that relates solely to the terms of one (1) or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one (1) or more other such series, to vote thereon pursuant to this Fourth Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one (1) or more series of Preferred Stock that may be required by the terms of this Fourth Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

The Preferred Stock authorized by this Fourth Amended and Restated Certificate may be issued from time to time in one or more series. 5,006,709 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series Seed Preferred Stock**", 2,136,695 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series Seed-1 Preferred Stock**", 1,071,235 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Pre-Series A Preferred Stock**", and 3,897,930 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Pre-Series A-1 Preferred Stock**", with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "Sections" in this Part B of this Article Fourth refer to sections and Sections of Part B of this Article Fourth. References to

“Preferred Stock” mean the Series Seed Preferred Stock, Series Seed-1 Preferred Stock, Pre-Series A Preferred Stock and Pre-Series A-1 Preferred Stock.

1. Dividends.

The holders of then outstanding shares of Preferred Stock shall be entitled to receive, only when, as and if declared by the Board of Directors, out of any funds and assets legally available therefor, dividends at the rate of 0.0001% of the Original Issue Price (as defined below) for each share of Preferred Stock, prior and in preference to any declaration or payment of any other dividend (other than dividends on shares of Common Stock payable in shares of Common Stock). The right to receive dividends on shares of Preferred Stock pursuant to the preceding sentence of this Section 1 shall not be cumulative, and no right to dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Fourth Amended and Restated Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, in addition to the dividends payable pursuant to the first sentence of this Section 1, a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one (1) class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The “**Original Issue Price**” shall mean, (i) with respect to the Series Seed Preferred Stock, \$0.3725 per share, (ii) with respect to the Series Seed-1 Preferred Stock, \$0.2980 per share (iii) with respect to the Pre-Series A Preferred Stock, \$0.5174 per share, and (iv) with respect to the Pre-Series A-1 Preferred Stock, \$0.3709 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the applicable Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders

of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the applicable Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Liquidation Amount**”). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Section 2.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Liquidation Amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to Section 2.1 or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a “**Deemed Liquidation Event**” unless the holders of at least a majority of the outstanding shares of Preferred Stock and the Reference Shares (as defined in the Shareholders Agreement entered into by and among the Corporation and investors of the Corporation dated on or about the date of this Fourth Amended and Restated Certificate) voting together as a single class on an as-converted basis and not as separate series (the “**Requisite Holders**”) elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

- (a) a merger or consolidation in which
 - (i) the Corporation is a constituent party or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one (1) or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Section 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “**Merger Agreement**”) provides that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be allocated to the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Section 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the Requisite Holders so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder’s shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in

respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. The provisions of Section 6 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this Section 2.3.2(b). Prior to the distribution or redemption provided for in this Section 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation, including the approval of at least one Preferred Director (as defined herein).

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Section 2.3.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the “**Additional Consideration**”), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section 2.3.4, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Fourth Amended and Restated Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

3.2 Election of Directors. The holders of record of the shares of Preferred Stock, exclusively and as a separate class, shall be entitled to elect three (3) directors

of the Corporation (the "Preferred Directors") in the manner specified in the Second Amended and Restated Voting Agreement dated on or about the date of this Fourth Amended and Restated Certificate, and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect four (4) directors of the Corporation; provided, however, for administrative convenience, the initial Preferred Director may also be appointed by the Board of Directors in connection with the approval of the initial issuance of Preferred Stock without a separate action by the holders of Preferred Stock. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Section 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Section 3.2, a vacancy in any directorship filled by the holders of any class or classes or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or classes or series or by any remaining director or directors elected by the holders of such class or classes or series pursuant to this Section 3.2.

3.3 Preferred Stock Protective Provisions. At any time when at least 2,000,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, recapitalization, reclassification, or otherwise, do any of the following without (in addition to any other vote required by law or this Fourth Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the Requisite Holders given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

3.3.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2 amend, alter or repeal any provision of this Fourth Amended and Restated Certificate of Incorporation or Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of the Preferred Stock; or

3.3.3 (i) create, or authorize the creation of, or reclassify, any capital stock unless the same ranks junior to the Preferred Stock with respect to its rights, preferences and privileges, or (ii) increase the authorized number of shares of Preferred Stock or any additional class or series of capital stock of the Corporation unless the same ranks junior to the Preferred Stock with respect to its rights, preferences and privileges.

4. Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Original Issue Price by the Conversion Price (as defined below) in effect at the time of conversion. The “**Conversion Price**” for each series of Preferred Stock, as of the date of filing of this Fourth Amended and Restated Certificate of Incorporation, shall initially mean the respective Original Issue Price for such series of Preferred Stock, subject to adjustment from time to time as provided below, except that with respect to that certain Series Seed Preferred Stock, the Conversion Price shall be \$0.372274 and that certain Pre-Series A Preferred Stock, the Conversion Price shall be \$0.496753 for all the Pre-Series A preferred stockholders except YourNest India VC Fund II.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock; provided that the foregoing termination of Conversion Rights shall not affect the amount(s) otherwise paid or payable in accordance with Section 2.1 to holders of Preferred Stock pursuant to such liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the number of shares of Common Stock to be issued upon conversion of the Preferred Stock shall be rounded to the nearest whole share.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation’s transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder’s shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder’s shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to

indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and (ii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Fourth Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the applicable Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued (or, pursuant to Section 4.4.3 below, deemed to be issued) by the Corporation after the Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, **“Exempted Securities”**):

- (i) as to any series of Preferred Stock shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on such series of Preferred Stock;
- (ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Section 4.5, 4.6, 4.7 or 4.8;
- (iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation;
- (iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each

case provided such issuance is pursuant to the terms of such Option or Convertible Security;

- (v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation;
- (vi) shares of Common Stock, Options or Convertible Securities issued to suppliers or third-party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Corporation;
- (vii) shares of Common Stock, Options or Convertible Securities issued as acquisition consideration pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors of the Corporation;
- (viii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation.

(b) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(c) “**Option**” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Requisite Holders

agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of Section 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of Section 4.4.4 (either because the consideration per share (determined pursuant to Section 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible

Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Section 4.4.4, the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price provided for in this Section 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Section 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price that would result under the terms of this Section 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4.4.3), without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to such issuance or deemed issuance, then the Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) “CP₂” shall mean the Conversion Price in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock

(b) “CP₁” shall mean the Conversion Price in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) “B” shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(e) “C” shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Section 4.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property. Such consideration shall:

- (i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;
- (ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and
- (iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

- (i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by
- (ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price pursuant to the terms of Section 4.4.4, and such issuance dates occur within a period of no more than one-hundred and eighty (180) days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision

shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all

outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one (1) share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public, at a price equal to the Original Issue Price of the Pre-Series A-1 Preferred Stock per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$50,000,000.00 of gross proceeds to the Corporation and in connection with such offering the Common Stock is listed for trading on the Nasdaq Stock Market's National Market, the New York Stock Exchange or another exchange or marketplace approved by the Board of Directors ("**Qualified IPO**") or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), then (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Section 4.1.1 and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with

respect to the Preferred Stock converted pursuant to Section 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed, converted or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption, conversion or acquisition.

7. Waiver. Except as otherwise set forth herein, (a) any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Preferred Stock then outstanding and (b) at any time more than one (1) series of Preferred Stock is issued and outstanding, any of the rights, powers, preferences and other terms of any series of Preferred Stock set forth herein may be waived on behalf of all holders of such series of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of such series of Preferred Stock then outstanding.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

5 : Subject to any additional vote required by this Fourth Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

6 : Subject to any additional vote required by this Fourth Amended and Restated Certificate of Incorporation or any agreement by and among the Corporation and the other parties thereto, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one (1) vote on each matter presented to the Board of Directors.

7 : Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

8 : Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

9 : To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

10: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

11: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “**Excluded Opportunity**” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are “**Covered Persons**”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s

capacity as a director of the Corporation while such Covered Person is performing services in such capacity. Any repeal or modification of this Article Eleventh will only be prospective and will not affect the rights under this Article Eleventh in effect at the time of the occurrence of any actions or omissions to act giving rise to liability. Notwithstanding anything to the contrary contained elsewhere in this Fourth Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the shares of Preferred Stock the outstanding, will be required to amend or repeal, or to adopt any provisions inconsistent with this Article Eleventh.

12: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

13: For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Fourth Amended and Restated Certificate of Incorporation from employees, officers, directors or consultants of the Corporation in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Fourth Amended and Restated Certificate of Incorporation), such repurchase may be made without regard to any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined therein) shall be deemed to be zero (0).

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4. That this Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[Signature Page Follows]

IN WITNESS WHEREOF, this Fourth Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 23rd day of January, 2024

By: /s/Gokulakannan Muralidharan

Name: Gokulakannan Muralidharan

Title: Chief Executive Officer

Exhibit C-2

Amendment to the Amended and Restated Charter

[See attached]

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "ARGOID ANALYTICS,
INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF NOVEMBER,
A.D. 2024, AT 11:29 O`CLOCK A.M.*


Jeffrey W. Bullock, Secretary of State

7155653 8100
SR# 20244251246

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204909393
Date: 11-19-24

**CERTIFICATE OF AMENDMENT
TO FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ARGOID ANALYTICS, INC.**

Argoid Analytics, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”), hereby certifies that:

FIRST The name of this corporation is Argoid Analytics, Inc. (the “**Corporation**”).

SECOND The date of filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware (the “**Delaware Secretary of State**”) was November 19, 2018. The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on November 29, 2018. The Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on October 14, 2020. The Second Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on January 25, 2021. The Third Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on July 25, 2022. The First Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on May 2, 2023. The Fourth Amended and Restated Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on January 24, 2024 (the “**Certificate of Incorporation**”).

THIRD The Certificate of Incorporation of the Corporation is amended as follows:

The following new clause (c) to Section 2.3.2 in Paragraph 4(B) shall be added to the Certificate of Incorporation:

“(c). Immediately after filing of this Certificate of Amendment to the Certificate of Incorporation, the Corporation will enter into an Agreement and Plan of Merger with Amagi Corporation, Amagi Merger Sub, Inc., and the other parties thereto, setting forth the terms and conditions of Amagi Merger Sub, Inc. with and into the Corporation (the “**Amagi Merger Agreement**”). Notwithstanding anything set forth in Section 2.3.2(a) to the contrary, the consideration payable to the stockholders of the Corporation pursuant to the Amagi Merger Agreement shall be allocated to the holders of capital stock of the Corporation in accordance with the provisions of the Amagi Merger Agreement rather than in accordance with Sections 2.1 and 2.2.

FOURTH This Certificate of Amendment to the Certificate of Incorporation was duly adopted in accordance with the provisions of Section 228 and Section 242 of the General Corporation Law.

[Signature Page Follows]

IN WITNESS WHEREOF, said corporation has caused this Certificate of Amendment to be signed by its duly authorized officer this 19th day of November, 2024.

ARGOID ANALYTICS, INC.

By: /s/ Gokul Muralidharan

Name: Gokul Muralidharan

Title: Chief Executive Officer

Exhibit D

Amended and Restated Charter of Surviving Corporation

[See attached]

FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
(THIS "CERTIFICATE OF INCORPORATION")
OF
ARGOID ANALYTICS SUB, INC.

FIRST: The name of the corporation is Argoid Analytics, Inc. (hereinafter, the "corporation").

SECOND: The address of the corporation's registered office is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of common stock, par value \$0.01 per share.

FIFTH: The corporation is to have perpetual existence.

SIXTH: The board of directors is expressly authorized to adopt, alter, amend or repeal the bylaws of the corporation. Election of directors need not be by written ballot unless and to the extent provided in the bylaws of the corporation.

SEVENTH: To the fullest extent permitted by law of the State of Delaware, no director or officer shall be personally liable to the corporation or the holders of shares of capital stock for monetary damages for breach of fiduciary duty as a director or officer.

Neither the amendment or repeal of this Article SEVENTH, nor the adoption of any provision of this certificate of incorporation or the bylaws of the corporation or of any statute inconsistent with this Article SEVENTH, shall apply to or have any effect on the liability or alleged liability of any director or officer for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal. If the law of the State of Delaware is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the corporation shall be eliminated or limited to the fullest extent then permitted. No repeal or modification of this Article SEVENTH shall adversely affect any right of or protection afforded to a director or officer of the corporation existing immediately prior to such repeal or modification.

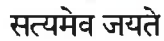
EIGHTH: The corporation shall indemnify and may advance expenses to its officers and directors to the fullest extent permitted by law either now in existence or hereafter in effect. Without limiting the generality of the foregoing, the bylaws of the corporation may provide for indemnification and advancement of expenses to the corporation's officers, directors, employees and agents on such terms and conditions as the board of directors or stockholders of the corporation may from time to time deem appropriate or advisable.

NINTH: Except as provided herein, from time to time, any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this Certificate of Incorporation are granted subject to the provisions of this Article NINTH.

Exhibit E

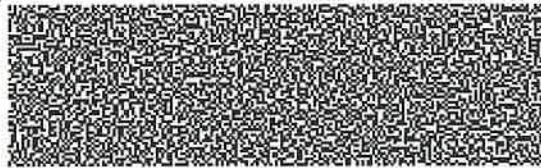
Argoid India SPA

[See attached]



Government of Karnataka

Certificate No.	: IN-KA28192185049467W
Certificate Issued Date	: 27-Sep-2024 06:14 PM
Account Reference	: NONACC (FI)/ kacrsf108/ HALASURU5/ KA-SV
Unique Doc. Reference	: SUBIN-KAKACRSFL0803605789610294W
Purchased by	: ARGOID ANALYTICS PRIVATE LIMITED
Description of Document	: Article 5(g)(ii) Agreement or its records or MOA - Sale of moveable property, possession of the property is not delivered
Property Description	: SHARE PURCHASE AGREEMENT
Consideration Price / Market Value (Rs.)	: 8,10,23,106 (Eight Crore Ten Lakh Twenty Three Thousand One Hundred And Six only)
First Party	: YOURNEST VC INDIA FUND II
Second Party	: ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Paid By	: ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 20,000 (Twenty Thousand only)



Please write or type below this line

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



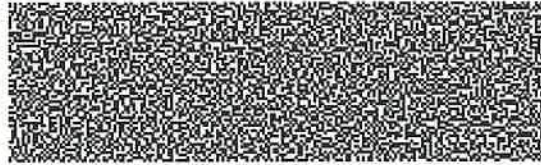
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA28187480155847W
Certificate Issued Date : 27-Sep-2024 06:09 PM
Account Reference : NONACC (FI)/ kacrsf108/ HALASURU5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0803611554396036W
Purchased by : ARGOID ANALYTICS PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 8,10,23,106
(Eight Crore Ten Lakh Twenty Three Thousand One Hundred And Six only)
First Party : YOURNEST VC INDIA FUND II
Second Party : ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Paid By : ARGOID ANALYTICS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (this “**Agreement**”) is executed on November 26, 2024 (the “**Execution Date**”), in Bengaluru, between:

1. **ARGOID ANALYTICS, INC.**, a corporation duly incorporated under the laws of Delaware, United States of America and having its registered office at 355 Bryant St Unit 403 San Francisco, CA 94107 US (the “**Purchaser**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
2. **ARGOID ANALYTICS PRIVATE LIMITED**, a private limited company duly incorporated under the provisions of the Companies Act, 2013, with Corporate Identity Number U72900KA2019FTC122501 and having its registered office at 3rd Floor, PR Business Center, Sy. Nos 36/2, 37/1 Kadubesanahalli, Marathahalli at, Outer Ring Road, Bangalore, Karnataka, India, 560103, India (the “**Company**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
3. **INNOVATIONQORE LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 with identity number AAQ-1644 and having its registered office at Sy. No. 161, 204, Khatha No. 941/161, 204/01, Vibhuthipura, Doddanekkundi, Bangalore, Bangalore North, Karnataka, India, 560075 (the “**Seller 1**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
4. **YOURNEST INDIA VC FUND II**, a unit scheme of YourNest India VC Fund, a trust certified by SEBI as Category 1 AIF in the VCF sub category bearing registration no. IN/AIF1/16-17/0267 having Vistra ITCL (India) Limited as the trustees which has its registered office at C/o Vistra ITCL (India) Limited, 805, Kailash Building, 26, Kasturba Gandhi Marg, Connaught Place, New Delhi – 110001 (the “**Seller 2**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);
5. **LEAD ANGELS FUND**, Category I AIF – Angel Fund registered with SEBI, acting through trustee Credentia Trusteeship Private Limited, and having its registered office at 14/1, Batatawala Mansion, Ganesh Galli, Lalbaug, Mumbai – 400012, Maharashtra, India and represented by its investment manager SVAAS Investment Advisors LLP, and having its registered office at A102, Neelam Centre, S.K. Ahire Marg, Worli, Mumbai – 400030 (the “**Seller 3**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns); and
6. **AMAGI CORPORATION**, a company duly incorporated under the laws of Delaware, United States of America and having its registered office at 838, Walker Rd, Suite 21-2, Dover DE 19904 United States (“**Amagi**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns).

Seller 1, Seller 2, and Seller 3 are individually referred to as the “**Seller**” and collectively as the “**Sellers**”. The Purchaser, the Sellers, Amagi and the Company are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Sellers are the legal and beneficial owner of the Sale Shares (*defined below*), comprising 24.4% (twenty four point four percent) of the fully diluted share capital in the Company. The balance shares of the Company are held by the Purchaser. Shareholding of the Company as of Execution Date is as set out in Part A of **SCHEDULE I**.
- B. Amagi is proposing to acquire the Purchaser (“**Acquisition**”) and thereafter upon the completion of the Conditions Precedent (*defined below*), Amagi proposes to have the Purchaser acquire all of the Sale Shares.
- C. The Parties are entering into this Agreement to record the terms and conditions on which the Sale Shares shall be sold and transferred by the Sellers to the Purchaser.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby mutually acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following terms, when used in this Agreement, shall have the meanings set out below:

“**Acquisition**” shall have the meaning ascribed to the term under Recital B.

“**Acquisition Consideration**” shall have the meaning ascribed to the term in Clause 2.2.

“**Affiliate**” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“**Amagi Directors**” shall mean such persons as nominated by Amagi.

“**Business Days**” means any day other than a Saturday, Sunday, or a day on which all banking institutions of New York, United States of America or Bengaluru, India, are authorized or obligated by Law or executive order to close.

“**Closing Date**” shall have the meaning ascribed to the term in Clause 4.1.

“**Closing**” shall have the meaning ascribed to the term in Clause 4.3.

“**Competing Transaction**” means a transaction or a series of transactions which are wholly or partially similar to, or competing with, the transactions contemplated in this

Agreement, which involves any of the following: (i) sale or transfer (including by way of gift and other transfers without consideration) of, or creation of any Encumbrance over, the Sale Shares; and (ii) granting any rights over Sale Shares, including any right to acquire or Encumber any of the Sale Shares in the future.

“Conditions Precedent” shall mean the conditions precedent to Closing set out in **SCHEDULE III** of this Agreement.

“CP Fulfilment Certificate” shall mean the certificates substantially in the form and manner as set out under **Part A and Part B of SCHEDULE IV** to be issued by the Company and the Sellers, respectively.

“Encumbrance” shall mean any mortgage, pledge, non-disposal undertaking, escrow, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect, option, pre-emptive right, adverse claim, title retention agreement, conditional sale agreement, co-sale agreement, trust or other title exception of whatsoever nature or other encumbrance of any kind, or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under applicable Laws or contract on the ability to sell or otherwise transfer any Equity Shares, and the term **“Encumber”** shall be construed accordingly.

“Equity Shares” shall mean the equity shares of the Company with a face value of INR 1 (Indian Rupees One Only).

“Existing Directors” shall mean Mr. Gokulakannan, Mr. Esakkimuthu Chackaravarthy and Mr. Soundararajan Velu.

“Existing Shareholders Agreement” shall mean the Fourth Amended and Restated Shareholders’ Agreement dated April 25, 2023, executed by and between Sellers, Company, Purchaser and Soundararajan Velu, Gokulakannan Muralidharan and Chackaravarthy Esakkimuthu.

“Governmental Authority” shall mean any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, statutory authority, agency, department, board, commission or instrumentality of India or any other jurisdiction in which the Company conducts business and any tribunal or arbitral tribunal.

“INR” shall mean the Indian National Rupee.

“IT Act” shall mean the (Indian) Income Tax Act, 1961, as amended, supplemented, modified or replaced from time to time (and any successor provisions), together with any rules and regulations made thereunder in force.

“Law” or **“Laws”** shall mean all applicable laws, by-laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, regulations, notifications, guidelines, policies, directions, orders, directives, protocols, codes, notices, judgments, decrees or

other pronouncements of any Governmental Authority having the force of law, whether in effect as of the Execution Date or thereafter.

“**Long Stop Date**” shall mean the day 45 (forty five) days after the Execution Date, or such extended date as approved by Amagi in writing.

“**Order**” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Governmental Authority.

“**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.

“**Preference Shares**” shall mean the Series Seed Preference Shares and Pre-Series A Preference Shares of the Company.

“**Purchaser Demat Account**” shall mean the demat account of the Purchaser, as shall be intimated to the Sellers in writing, at least 2 (two) days prior to Closing.

“**Sale Shares**” shall mean 14 (fourteen) Equity Shares and 3,214 (three thousand two hundred and fourteen) Preference Shares held by the Sellers, as set out in **SCHEDULE II**.

“**Seller Bank Accounts**” shall mean:

Name of Seller	Bank Account
YourNest India VC Fund II	Bank : HDFC Bank Ltd Account Number: 50200022531411 IFSC Code : HDFC0002645 Swift code : HDFCINBBDEL
InnovationQore LLP	Bank Details:- HDFC Branch:- Bangalore Airport Road Account No:- 50200043466374 IFSC:- HDFC0000075 SWIFT: HDFCINBBXXX
LeadAngels Fund	Bank Details:- HDFC Branch:- Fort, Mumbai Account No:- A/c No.: 57500000803360 IFSC Code: HDFC0000060 SWIFT: HDFCINBB

“**Section 281 Reports**” shall have the meaning ascribed to the term in Paragraph 4 of **SCHEDULE III**.

“**Section 81 Report**” shall have the meaning ascribed to the term in Paragraph 5 of **SCHEDULE III**.

“Tax” (including with correlative meaning, the term **“Taxes”**) shall mean without limitation all taxes, direct or indirect taxes, duties, charges, fees, levies, cesses or other assessments, including, without limitation, income tax (including required withholdings), capital gains tax, wealth tax, stamp duty, minimum alternate tax, license, goods and services tax, governmental charges, fees, levies or assessments imposed by any Governmental Authority of India and shall include any interest, surcharges, penalties or additional taxes payable in connection therewith and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax.

“Warranties” shall have the meaning ascribed to the term in Clause 6.1.

1.2. Interpretative Provisions:

- 1.2.1. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.2.2. References to Clauses, sub-Clauses and Schedules are to Clauses, sub-Clauses and Schedules of this Agreement unless otherwise specified. All 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 but not otherwise defined therein, shall have the meaning as defined in this Agreement.
- 1.2.3. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.
- 1.2.4. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.
- 1.2.5. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.
- 1.2.6. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”
- 1.2.7. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.
- 1.2.8. References to any statute, rule, regulation or treaty are to such statute, rule regulation or treaty as amended, modified, replaced or supplemented from time to time in accordance with applicable Law. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder.

1.2.9. When calculating the period of time before which, within which or following which, any act or step is to be done or taken, or condition met or satisfied, under this Agreement, then the date that is the reference date in calculating such period shall be excluded and all dates shall be referenced to dates in India unless otherwise stated herein; if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

2. SALE AND PURCHASE

- 2.1. The issued, subscribed and paid-up share capital of the Company on a fully diluted basis on the Execution Date is as set out in **Part A of SCHEDULE I** of the Agreement.
- 2.2. The aggregate consideration payable by the Purchaser to the Sellers for the Sale Shares shall be the INR equivalent of USD 968,018 (United States Dollars Nine Hundred and Sixty Eight Thousand and Eighteen) (the “**Acquisition Consideration**”), calculated as per the RBI reference rate 1 (one) Business Day prior to the Closing Date. The consideration shall be payable to each of the Sellers in the manner set out in **SCHEDULE II**.
- 2.3. All Taxes payable under applicable Law by the Sellers, including income or capital gains Taxes, if any, relating to the sale of the Sale Shares and the transactions contemplated herein, shall be the sole liability and responsibility of the Sellers. Each Seller shall: (i) be responsible for the payment of any and all Taxes related to this Agreement and the Purchaser shall have no liability in that regard; (ii) such Seller shall file necessary Tax returns as ‘resident’ in India, reporting the receipt of its portion of the Acquisition Consideration as sale consideration for computation of capital gains under Section 45 of the IT Act and (iii) be responsible for any Taxes arising on account of Argoid being regarded as an representative assessee of the Sellers, including pursuant to section 163 of the IT Act.
- 2.4. Notwithstanding anything contained in this Agreement, the Purchaser shall not, by virtue of execution of this Agreement or the consummation of the transactions contemplated hereby, be or become liable for any obligations or liabilities of the Sellers, with respect to or arising out of their ownership of the Sale Shares, including any obligations or liabilities which arise: (i) on or prior to the Closing Date; and (ii) after the Closing Date but pertain to a cause of action which arose on or prior to the Closing Date.

3. CONDITIONS PRECEDENT

- 3.1. The obligation of the Purchaser to acquire the Sale Shares is subject to fulfilment of the Conditions Precedent, to the satisfaction of Amagi.
- 3.2. To the extent any Condition Precedent is capable of being waived without resulting in a breach of applicable Law, Amagi may waive any such Condition Precedent by issuing a written notice to the Sellers and the Company, respectively.
- 3.3. The Company shall undertake best efforts to ensure that the Conditions Precedent are fulfilled as soon as practicable after the Execution Date and in any event, before the

Long Stop Date. The Sellers shall, to the extent commercially reasonable, cooperate with the Company in ensuring the completion of the Conditions Precedent.

- 3.4. Upon fulfilment of the Conditions Precedent (other than those set out under Paragraphs 1, 4, 5 and 7 of **SCHEDULE III**), the Company shall deliver to the Purchaser and Amagi, CP Fulfilment Certificate (in the form provided in **Part A** of **SCHEDULE IV**), along with documentary evidence of fulfilment of such conditions precedent. In the event Amagi has raised any concern or objection to the satisfaction of any Condition Precedent, the Company shall satisfy the relevant condition in the manner as may be necessary and on the date of successful completion of such condition to the satisfaction of Amagi, the CP Fulfilment Certificate shall be deemed to be issued to Amagi and the Purchaser by the Company. The Company shall provide the Sellers with a copy of the CP Fulfillment Certificate submitted to Amagi and the Purchaser.
- 3.5. Upon fulfilment of the Conditions Precedent set out under Paragraphs 1, 4, 5 and 7 of **SCHEDULE III**, each of the Sellers shall deliver to the Purchaser and Amagi and the Company, CP Fulfilment Certificate (in the form provided in **Part B** of **SCHEDULE IV**), along with documentary evidence of fulfilment of such conditions precedent. In the event Amagi has raised any concern or objection to the satisfaction of any Condition Precedent, the Sellers shall satisfy the relevant condition in the manner as may be necessary and on the date of successful completion of such condition to the satisfaction of Amagi, the CP Fulfilment Certificate shall be deemed to be issued to Amagi and the Purchaser by the Sellers.

4. CLOSING

- 4.1. The sale and transfer of the Sale Shares from the Seller to the Purchaser shall occur, on a date identified by Amagi (“**Closing Date**”), which shall in any event be within 7 (seven) Business Days of the receipt of the CP Fulfillment Certificate from the Company and Sellers, to the satisfaction of Amagi.
- 4.2. On the Closing Date:
 - 4.2.1. Purchaser shall remit the Acquisition Consideration to the Seller Bank Accounts, in the manner set out in **SCHEDULE II**, by way of wire transfer or such other method as may be acceptable to the Purchaser and the Sellers.
 - 4.2.2. Purchaser shall make payment of the stamp duty payable on the transfer of Sale Shares.
 - 4.2.3. Simultaneously with the receipt of evidence of remittance by the Purchaser of the Acquisition Consideration, Sellers shall issue duly signed instructions to their depository participants to debit the Sale Shares from their demat account and to credit the same to the Purchaser Demat Account; and ensure that such credit is undertaken on the same day.
 - 4.2.4. The Company shall convene meeting of its board of directors, and the following resolutions shall be passed:

- (i) Recording the transfer of Sale Shares from the Sellers to the Purchaser;
 - (ii) Authorising necessary entries in the register of members, and register of share transfer to record the foregoing actions and making all necessary filings with the registrar of companies, as may be necessary; and
 - (iii) Calling for a general meeting of the shareholders of the Company and obtaining shorter consent approval for conducting the meeting on the Closing Date.
- 4.3. All actions contemplated under Clause 4.2 above in respect of a Seller (collectively “**Closing**”) shall be deemed to have occurred simultaneously and Closing as contemplated herein shall not be deemed to have occurred unless all such actions are consummated. It is hereby clarified that in the event Closing is not completed for any Seller within 4 (four) Business Days of the Closing Date, then Parties shall undertake all actions required to reverse the transactions which have been undertaken and any Acquisition Consideration received by any Seller shall be refunded to Purchaser immediately.

5. CONDITIONS SUBSEQUENT

- 5.1. Within 30 (thirty) days of the Closing Date, the Sellers shall: (i) file form FC-TRS through the single master form along with the supporting documents on the FIRMS portal of the Reserve Bank of India, to report the transfer of the Sale Shares; and (ii) deliver to the Purchaser: (a) a copy of the filed FC-TRS along with all the supporting documents and the screenshot of the FIRMS portal reflecting the completion of the filing, (b) the acknowledgement from the authorized dealer bank confirming that the form has been duly filed, and (c) such other documents as may be requested by the authorized dealer bank.

6. REPRESENTATIONS

- 6.1. Each Seller severally represents and warrants to the Purchaser and Amagi, that each of the representations, warranties and statements set out in **SCHEDULE V** (“**Warranties**”) are true and correct as of the Execution Date and Closing Date.

7. COVENANTS

- 7.1. From the Execution Date up to the Closing Date, the Company and each of the Sellers, to the extent applicable, shall ensure that they will not:
 - 7.1.1. do, or permit anything, which would constitute (or may lead to) a breach of the Warranties;
 - 7.1.2. take all such actions as may be necessary to ensure completion of the transactions contemplated in this Agreement;
 - 7.1.3. not take any actions which could result in the Conditions Precedent not being fulfilled in a timely manner;

- 7.1.4. solicit, or encourage the initiation or submission of, or accept, any expression of interest, inquiry, proposal or offer from any Person (other than Amagi or any Affiliate of Amagi) relating to or in connection with a possible Competing Transaction;
- 7.1.5. participate in any discussions or negotiations or enter into any agreement or arrangement (whether formal or informal, binding or otherwise) relating to or in connection with a possible Competing Transaction.

8. TERM AND TERMINATION

- 8.1. This Agreement shall come into effect on the Execution Date and shall remain valid and binding until terminated in accordance with Clause 8.2 below.
- 8.2. This Agreement:
 - 8.2.1. may be terminated by Amagi by issuing a notice in writing to the other Parties, if Closing does not occur on or prior to the Long Stop Date; and
 - 8.2.2. may be terminated prior to Closing, if mutually agreed in writing by all the Parties to this Agreement;
 - 8.2.3. may be terminated by Amagi against the Sellers, in the event Closing does not occur in the manner and time envisaged in this Agreement after the remittance of Acquisition Consideration. In such event, without prejudice to the other rights that Amagi may have under this Agreement and/or under Law or in equity, the Seller shall refund the entire portion of the Acquisition Consideration received by it to the Purchaser, without any deductions/withholding, if any except as may be required under Applicable Laws, and any statutory fees and expenses incurred, including stamp duty charges.
- 8.3. Termination of this Agreement in accordance with Clause 8.2 shall be without prejudice to the accrued rights and obligations of the Parties, including, for the avoidance of doubt, any accrued rights to seek appropriate reliefs for breaches of the Agreement.
- 8.4. It is hereby agreed and acknowledged by the Parties that the provisions of Clause 1 (*Definitions*), 9 (*Governing Law and Dispute Resolution*), 10 (*Notices*) and 11 (*Miscellaneous*) as are applicable or relevant thereto, shall survive termination of this Agreement.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. This Agreement and the transactions contemplated in this Agreement shall be governed by the laws of the Republic of India, without reference to its conflict of laws provisions. The courts in Bangalore, India shall have exclusive jurisdiction over all disputes arising out of, or in relation to, this Agreement and the transactions contemplated herein.
- 9.2. In the event of dispute between the Parties regarding any matter pertaining to, or covered by this Agreement, the Parties shall resolve such dispute through arbitration in accordance with the provisions set out below:

- 9.2.1. the arbitration shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996;
 - 9.2.2. all arbitration proceedings shall be conducted in English language;
 - 9.2.3. the seat and venue of arbitration shall be Bangalore, India;
 - 9.2.4. the arbitration proceedings shall be conducted by a panel of 3 (three) arbitrators, of which 1 (one) arbitrator shall be appointed jointly by the claimants in the dispute, 1 (one) arbitrator shall be appointed jointly by the respondents in the dispute and the third, presiding arbitrator shall be appointed jointly by the 2 (two) appointed arbitrators;
 - 9.2.5. the award of the arbitral tribunal shall be final and binding on the Parties.
- 9.3. Nothing shall preclude a Party from seeking interim equitable or injunctive relief (including, pursuant to Section 9 of the (Indian) Arbitration and Conciliation Act, 1996), or both, from a court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any monetary remedy through the arbitration described in this Clause 9.

10. NOTICES

- 10.1. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it by:
- 10.1.1. email at the email address set forth below; and
 - 10.1.2. at least any one of, hand delivery, pre-paid registered mail or courier (in each case, to the address set forth below).

In each case, it shall be marked for the attention of the relevant Party set forth below. Any such notices shall be deemed delivered, in case of courier/pre-paid registered mail, at the time of first service, as evidenced by the delivery receipt; and in the case of email, at the time of transmission.

To Amagi:

Attention: Reece Hunt
Address: 838, Walker Rd, Suite 21-2, Dover DE 19904 United States
Telephone: 315-538-9500.
Email: compliance@amagi.com

To the Purchaser:

Attention: Mr. Gokul Muralidharan
Address: 838, Walker Rd, Suite 21-2, Dover DE 19904 United States
Telephone: +1 510 320 8665

Email: gokul@argoid.com

With copy to Amagi.

To the Company:

Attention: Mr. Gokul Muralidharan
Address: 1 Pennsylvania Plaza, Suite 1401, New York, NY 10119
Telephone: +1 510 320 8665
Email: gokul@argoid.com

To Seller 1:

Attention: Mr. Girish Shivani
Address: 416, 4th Floor, MGF Metropolis, (Lifestyle) Mall Metro Station, near, Mehrauli-Gurgaon Rd, Gurugram, Haryana 122002
Telephone: +91 98101 13092
Email: girish.shivani@yournest.in

To Seller 2:

Attention: Mr. Ganesh Raju
Address: Sy. No. 161, 204, Khatha No. 941/161, 204/01, Vibhuthipura, Doddanekkundi, Bangalore, Bangalore North, Karnataka, India, 560075
Email: legal@turbostart.co

To Seller 3:

Attention: Mr. Naveena Reddy
Address: A/102, Neelam Centre, S.K. Ahire Marg, Worli, Mumbai – 400030
Telephone: +91 99717 87958
Email: naveena@leadangels.in

- 10.2. A Party may change the contact details provided in Clause 10.1 for such Party or designate additional contact information for the purpose of this Clause 10.2, by giving each of the other Parties written notice of such change.

11. MISCELLANEOUS

- 11.1. Independent Rights: Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.
- 11.2. Counterparts: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

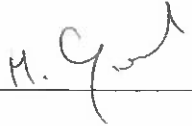
- 11.3. Amendment and Variation: No amendment or variation of this Agreement shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.
- 11.4. Assignment: This Agreement is personal to the Parties hereto, and shall not be capable of assignment by any Party, except that Amagi can identify another Person to be the Purchaser and Purchaser and Amagi can assign their rights under this Agreement to any Person who is acquiring the Sale Shares.
- 11.5. Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party and in case of waiver by Purchaser, by an authorized representative of Purchaser and Amagi.
- 11.6. Confidentiality: Each Party shall keep all information and other materials in relation to: (i) the transactions contemplated under this Agreement; and (ii) the other Parties confidential and shall not divulge such information except as required under applicable Law or requested by any Governmental Authority or for the enforcement of rights under this Agreement. Amagi shall be free to disclose such information to their direct and indirect shareholders, investors, affiliates, or advisors.
- 11.7. Severability: If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 11.8. Entire Agreement: This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements whether oral or written, relating to such subject matter.
- 11.9. Further Assurances: Each of the Parties shall, at all times, act in good faith in the discharge of their obligations under this Agreement and not do anything which would constitute a contravention of its terms. Each Party shall do all such acts, deeds and things and execute all such deeds, documents and writings as may be necessary for the consummation of the transactions set out in this Agreement in the manner contemplated hereunder.
- 11.10. Relationship between the Parties: The Parties are independent contractors. None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Parties except as specifically provided by this Agreement.
- 11.11. Costs and Expenses:
- 11.11.1. Each Party shall bear the respective costs and expenses incurred in connection with the preparation, negotiation, and execution of this Agreement.

11.11.2. All stamp duties payable in relation to: (a) this Agreement and (b) the sale and transfer of the Sale Shares contemplated herein, shall be borne solely by the Purchaser.

[rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **ARGOID ANALYTICS INC.**



Authorized Signatory

Name: Gokulakannan Muralidharan

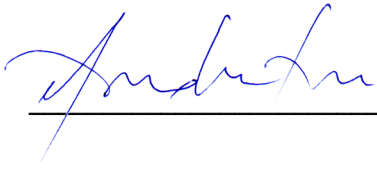
Designation: Chief Executive Officer

Date: 11/21/2024

*Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc.,
Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels
Fund, and Amagi Corporation.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **ARGOID ANALYTICS PRIVATE LIMITED**



Authorized Signatory



Name: Soundararajan Velu

Designation: Founder & CPO

Date: Nov – 21 – 2024

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **INNOVATIONQORE LLP**.

Authorized Signatory

Name: Kada Raju Ganesh



Designation: Authorised Signatory

Date: November 21, 2024

*Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc.,
Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels
Fund, and Amagi Corporation.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **YOURNEST INDIA VC FUND II**

Authorized Signatory

Name: Girish Shivani

Designation: Executive Director & Fund Manager

Date: 18th November 2024

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **LEAD ANGELS FUND**

Authorized Signatory

Name:

Designation:

Date:

Signature Page to the Share Purchase Agreement executed by and between Argoid Analytics Inc., Argoid Analytics Private Limited, InnovationQore LLP, YourNest VC India Fund II, Lead Angels Fund, and Amagi Corporation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

For and on behalf of **AMAGI CORPORATION**



Authorized Signatory

Name: Arunachalam Srinivasan Karapattu

Designation: Director & CEO

Date:

SCHEDULE I

PART A

SHARE CAPITAL OF THE COMPANY AS ON THE EXECUTION DATE

Sl.	Name of shareholder	No. of Equity Shares held (Rs. 1/- each)	No. of Preference Shares held (Rs. 1/- each)	Equity Share equivalent	% of fully diluted
1.	Argoid Analytics, Inc.	9,999		9,999	75.59%
2.	Mr. Gokul Muralidharan	1		1	0.01%
3.	InnovationQore LLP (Series Seed)	4	545	549	4.15%
4.	YourNest India VC Fund II (Series Seed)	10	1467	1477	11.17%
5.	YourNest India VC Fund II – Pre Series A		700	700	5.29%
6.	YourNest India VC Fund II – Pre Series A		300	300	2.27%
7.	Lead Angels – Pre Series A		202	202	1.52%
	Total	10,014	3,214	13,228	100.00%

PART B

SHARE CAPITAL OF THE COMPANY AS ON THE CLOSING DATE

Sl.	Name of shareholder	No. of Equity Shares held (Rs. 1/- each)	No. of Preference Shares held (Rs. 1/- each)	Equity Share equivalent	% of fully diluted
1.	Argoid Analytics, Inc.	10,013	3,214	13,227	99.99%
2.	Nominee of Argoid Analytics, Inc.	1		1	0.01%

SCHEDULE II

SALE SHARES AND ACQUISITION CONSIDERATION

Sl .	Seller	Sale Shares Equity Shares	Sale Shares Preference Shares	Acquisition Consideration (in USD)
1.	InnovationQore LLP (Series Seed)	4	545	169,000
2.	YourNest India VC Fund II (Series Seed)	10	1467	455,000
3.	YourNest India VC Fund II – Pre Series A		10 00	287,975
4.	Lead Angels – Pre Series A		202	56,043
	Total	14	3,214	968,018

SCHEDULE III
CONDITIONS PRECEDENT

1. Each of the Warranties being true, correct, complete and not misleading on the Execution Date and on the Closing Date.
2. No Order or any other restraint or prohibition under applicable Law being in effect or having been issued or made by any Governmental Authority or any other Person which prevents or restricts the Company or any of the Sellers from performing their obligations under this Agreement.
3. The Company shall deliver a valuation report from a registered chartered account or merchant banker determining the fair market value of the Sale Shares, as required under (i) the Foreign Exchange Management Act, 1999, and the Foreign Exchange Management (Non-debt Instrument) Rules, 2019, and (ii) Section 56(2)(x) of the IT Act read with Rule 11UA of the Income Tax Rules, 1962.
4. The Company will coordinate with each of the Sellers to provide Amagi certificate(s) from a tax practitioner acceptable to Amagi (along with a reliance letter), certifying that there are no pending tax proceedings which could render the sale of Sale Shares void under Section 281 of the IT Act, along with the requisite screenshots (including screenshot of outstanding tax demands / e-proceedings / pending actions / for your information tab etc.) as obtained from the income-tax portal (www.incometaxindiaefiling.gov.in) and the TDS Reconciliation Analysis and Correction Enabling System (TRACES) portal which shall be annexed to the letter. The screenshots provided in the letter should not be of a date more than 10 days prior to the Closing Date (“**Section 281 Reports**”).
5. The Company will coordinate with Seller 1 to provide Amagi certificate(s) from a tax practitioner acceptable to Amagi (along with a reliance letter), certifying that there are no pending tax proceedings which could render the sale of Sale Shares void under Section 81 of the Central Goods and Services Tax Act, 2017 (“**CGST Act**”) (“**Section 81 Report**”).
6. The Company shall ensure that it has duly filed Form 3CEB/Part A of Form 3CEAA and the income tax return in accordance with the provisions of the IT Act for the financial year 2023-24.
7. The Sellers shall have prepared the drafts of the form FC-TRS in relation to the Sale Shares and all supporting documents as may be required under applicable foreign exchange regulations, required to be filed with the authorized dealer bank in respect of the Sale Shares. The Sellers shall have shared the draft documents with the authorized dealer bank and obtained their in-principal approval on such documents.
8. Termination agreement to the Existing Shareholders Agreement shall have been executed.

9. The Company shall have adopted the restated articles of association, removing provisions of the Existing Shareholders Agreement; and Form MGT-14 shall have been filed.
10. Employees of the Company shall have tendered their resignation(s) which is accepted by Company, and they shall have accepted employment with Amagi Media Labs Private Limited on a continuing basis.
11. All Existing Directors shall have tendered their resignation letters.
12. The Company shall convene meeting of its board of directors, and the following resolutions shall be passed:
 - (i) Recording the resignation of the Existing Directors;
 - (ii) Approving the appointment of Amagi Directors;
 - (iii) Revoking all existing authorisations granted to the Existing Directors;
 - (iv) Approving change of signatories to all the bank accounts of the Company, as set out below:

Bank Account	Existing Signatory	New Signatory
ICICI Bank Limited - A/c # 107505002611	Gokul Muralidharan and Chackaravarthy E	Vijay NP and Prabhu Mamidi
ICICI Bank Limited - A/c # 107505003425	Gokul Muralidharan	Vijay NP and Prabhu Mamidi

- (v) Authorising necessary entries in the register of directors to record the foregoing actions and making all necessary filings with the registrar of companies, as may be necessary; and
 - (vi) Calling for a general meeting of the shareholders of the Company and obtaining shorter consent approval for conducting the meeting on such date as may be mutually agreed to with Amagi.
13. The Company shall convene meeting of its shareholders, and the shareholders shall approve appointment of Amagi Directors.
14. The Company shall have handed over to the authorized representative of Amagi all the documents, permits, licenses, title documents, books of accounts, and any corporate, tax or other records relating to the Company, including minutes book, registers under the Act, delivery instruction slip booklet for the Company demat account, cheque books, login credentials for all government portals including but not limited SMF portals, provident fund portal, employee state insurance portal and TRACES.

15. The Company shall have provided statutory compliances in relation to tax deducted at source, goods and services tax, provident fund, employee state insurance workings from inception of the Company till the Closing Date.
16. The Company shall have filed the OPI forms for the prior financial years and made payment of the late submission fees.
17. All the Sale Shares and shares held by Purchaser in the Company shall have been dematerialized; and the Purchaser shall have held its shareholding in the Company in dematerialized mode.
18. The Company shall have filed Form PAS-6 with the Registrar of Companies of the half year ended September 30, 2024.

SCHEDULE IV

FORM OF CP FULFILLMENT CERTIFICATE BY THE COMPANY

Dated: [●]

To,
Amagi Corporation
[●]

Argoid Analytics, Inc.
[●]

Copy to:

Seller 1
[●]

Seller 2
[●]

Seller 3
[●]

Dear Sir(s)

We refer to the Share Purchase Agreement dated [●], executed between [●] (“**Agreement**”).

We hereby confirm the fulfilment of the following Conditions Precedent and enclose herewith the following documents as evidence of fulfillment of such Conditions Precedent:

Clause No. In The Agreement	Confirmation Given / Documentary Proof Enclosed
Schedule III, Paragraph 2	No Order or any other restraint or prohibition under applicable Law is in effect or has been issued or made by any Governmental Authority or any other Person which prevents or restricts the Company or any of the Sellers from performing their obligations under this Agreement.
Schedule III, Paragraph 3	The Company has obtained the valuation reports as attached under Annexure 1 to this letter.
Schedule III, Paragraph 6	The Company has shared Form 3CEB, Part A of Form 3CEAA, and its income tax return for financial year 2023-23, as attached under Annexure 2 to this letter.

Schedule III, Paragraph 8	The Existing Shareholders Agreement has been terminated vide the SHA termination letter as attached under Annexure 3 to this letter.
Schedule III, Paragraph 9	The Company has restated its articles of association, removing the provisions of the Existing Shareholders Agreement. A copy of the restated articles and the corresponding form MGT-14 have been attached under Annexure 4 to this letter.
Schedule III, Paragraph 10	Employees of the company have tendered their resignation and accepted employment with Amagi Media Labs Private Limited. A copy of the resignation letters is attached under Annexure 5 to this letter.
Schedule III, Paragraph 11	All Existing Directors have tendered their resignation. A copy of the resignation letters has been attached under Annexure 6 to this letter.
Schedule III, Paragraph 12	The Company has convened its Board Meeting and passed resolutions recording the resignation of Existing Directors, approving the appointment of Amagi Directors, revoking existing authorisations to Existing Directors, approving changes to the signatories of the bank accounts of the Company, and calling for a general meeting of the shareholders on shorter consent. A copy of the resolutions has been attached under Annexure 7 to this letter.
Schedule III, Paragraph 13	Company has convened the shareholders meeting and shareholders have approved the appointment of Amagi Directors. Copy of the resolution has been attached under Annexure 8 to this letter.
Schedule III, Paragraph 14	List of documents and information handed over has been attached under Annexure 9 to this letter.
Schedule III, Paragraph 15	List of information handed over has been attached under Annexure 10 to this letter.
Schedule III, Paragraph 16	Company has filed OPI forms for the prior financial years and made payment of the late submission fees. Copy of the OPI forms and evidence of the payment of the late submission fees has been attached under Annexure 11 to this letter.
Schedule III, Paragraph 17	All the Sale Shares and shares held by Purchaser in the Company have been dematerialized; and the Purchaser holds its shareholding in the Company in

	dematerialized mode. A copy of the Benpos statement has been attached under Annexure 12 to this letter.
Schedule III, Paragraph 18	The Company has filed Form PAS-6 with the Registrar of Companies for the half year ended September 30, 2024. A copy of the Form PAS-6 and the acknowledgement has been attached under Annexure 13 to this letter.

Terms used but not defined herein shall have the meaning attributed to them under the Agreement.

Yours faithfully,
For and on behalf of Company
<div style="border-bottom: 1px solid black; height: 1.2em; width: 30%; margin: 10px 0;"></div> By: Title: Encl: [●]

PART – B

FORM OF CP FULFILLMENT CERTIFICATE TO BE ISSUED BY SELLERS

Dated: [●]

To,
Amagi Corporation
[●]

Argoid Analytics Inc.
[●]

To,
The Company
[●]

Dear Sir(s)

We refer to the Share Purchase Agreement dated [●], executed between [●] (“**Agreement**”).

We hereby confirm the fulfilment of all Conditions Precedent as below and enclose herewith the following documents as evidence of fulfillment of such Conditions Precedent:

Clause/ Section No. in the Agreement	Confirmation Given/ Documentary Proof Enclosed
Schedule III, Paragraph 1	Each of the Warranties are true, correct, complete and not misleading on the Execution Date and on the Closing Date.
Schedule III, Paragraph 4	The Sellers have provided the Section 281 Reports as set out under Annexure 1 to this letter.
Schedule III, Paragraph 5	Seller 1 has provided the Section 81 Report, as set out under Annexure 2 to this letter.
Schedule III, Paragraph 7	Drafts of the form FC-TRS in relation to the Sale Shares and all supporting documents are set out under Annexure 3 to this letter.

Terms used but not defined herein shall have the meaning attributed to them under the Agreement.

Yours Faithfully,

For and on behalf of InnovationQore LLP

By:

Title:

Encl:

For and on behalf of YourNest India VC Fund II

By:

Title:

Encl:

For and on behalf of Lead Angels Fund

By:

Title:

Encl:

SCHEDULE V

REPRESENTATIONS AND WARRANTIES

1. Authority; Capacity; No Conflict

- 1.1. Each of the Sellers is duly incorporated and validly existing under the Laws of India.
- 1.2. The Sellers have all necessary corporate power, authority and capacity to enter into this Agreement and all other documents and instruments required to be executed pursuant to this Agreement or in connection therewith, and to perform its obligations under this Agreement.
- 1.3. This Agreement has been duly and validly executed by each Seller and shall constitute a valid and legally binding obligation on it, enforceable against it in accordance with its terms.
- 1.4. The investment made by the Sellers in the Company and ownership of the Sale Shares is in compliance with applicable Law. The execution, delivery and performance by it of this Agreement will not:
 - 1.4.1. violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of any Encumbrances or constitute a default, an event of default (or event that, with the giving of notice or lapse of time or both, would constitute an event of default) or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following: (i) its charter documents; (ii) any contract to which it is a party; (iii) any consents, governmental approval or waivers, as the case may be, of any Person required to give effect to and complete the transactions contemplated in this Agreement and/or by which it is bound; or (iv) any applicable Law or any Order which applies to it;
 - 1.4.2. constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance in relation to such Seller under any bankruptcy act or other applicable law.
- 1.5. No consent or governmental approval to, from or with any Person is required on the part of Sellers in connection with the execution, delivery and performance of this Agreement, the compliance by any of them with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

2. Title to Sale Shares

- 2.1. Each Seller is the sole legal and beneficial owner of their respective Sale Shares. Each of them has good and marketable title to the Sale Shares free and clear of any Encumbrances, equities and claims whatsoever with full right and absolute authority to sell the Sale Shares in the manner contemplated in this Agreement.

- 2.2. Other than the Sale Shares, the Sellers do not: (i) own, legally or beneficially, any other security issued by the Company; and (ii) have the right to acquire any securities issued (or to be issued) by the Company.
- 2.3. No Seller has entered into or arrived at any contract with any Person or undertaken any act, which will render the sale and purchase of the Sale Shares by it to the Purchaser: (a) in violation of such contract; or (b) void or voidable at the option of any Person; or (c) result in extinguishment or forfeiture of the Sale Shares.
- 2.4. All of the rights attached to the Sale Shares have only been exercised by Sellers, and/ or by their duly authorized representatives.
- 2.5. The Sellers have acquired the Sale Shares in accordance with applicable Laws including anti-money laundering laws, and none of the funds the Sellers used to acquire the Sale Shares were proceeds obtained, directly or indirectly, as a result of unlawful activity.

3. **Residency and Tax Warranties**

- 3.1. Neither of Seller 2 and Seller 3 have any registrations under the Central Goods and Services Tax Act, 2017, or any other goods and services tax that may be applicable to them.
- 3.2. Section 81 of the Central Goods and Services Tax Act, 2017, is not applicable to Seller 2 and Seller 3.
- 3.3. Each of Seller 2 and Seller 3 is, and has been since its initial investment in Argoid India a registered alternative investment fund under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012.
- 3.4. Each Seller holds the Sale Shares as a “*capital asset*” as defined under the provisions of IT Act and the Sale Shares have been classified the same in their books of accounts under the head “investments” and not as stock in trade on a continuous basis since the date of acquisition of such Sale Shares.
- 3.5. The details of acquisition of the Sale Shares held by the Seller are as follows:

Name of Shareholder	Number of Equity Shares	Number of Preference Shares	Date of acquisition	Cost of shares (INR)	Currency of negotiation of cost price
YourNest India VC Fund II	10		February 16, 2021	3,50,000	INR
YourNest India VC Fund II		623	February 16, 2021	2,18,05,000	INR
YourNest India VC Fund II		844	November 18, 2021	2,95,40,000	INR
YourNest India VC Fund II		700	August 16, 2022	2,45,00,000	INR
YourNest India VC Fund II		300	December 26, 2022	1,05,00,000	INR

InnovationQore LLP	4		April 23, 2021	1,40,000	INR
InnovationQore LLP		281	April 23, 2021	98,35,000	INR
InnovationQore LLP		264	February 7, 2022	92,40,000	INR
LeadAngels Fund		202	May 30, 2023	70,70,000	INR

3.6. (i) Seller 1, (ii) Seller 2 and its investment manager and sponsor and (iii) Seller 3 and its investment manager and sponsor, are classified as a resident under Section 6 of the IT Act and are a 'person resident in India' under the Foreign Exchange Management Act, 1999.

3.7. The Sellers have been issued a permanent account number by the relevant Tax authority in accordance with the provisions of the IT Act which is validly subsisting. The details of the permanent account numbers are as follows:

Name of Shareholder	Permanent Account Number
YourNest India VC Fund II	AAATY5120D
InnovationQore LLP	AAHFI7562A
Lead Angels Fund	AABTL9389E

3.8. The consideration accruing to each of the Sellers on transfer of Sale Shares is not less than the fair market value of the Sale Shares determined in accordance with the provisions of Section 50CA of the IT Act read with relevant rules.

3.9. The Sellers have not received any written communication from any Governmental Authority in relation to any Tax related matters and there are no pending proceedings or threatened proceedings under applicable Law against the Sellers which may adversely affect the transfer of the Sale Shares or render the transactions contemplated under this Agreement as void or voidable under Section 281 of the IT Act or Section 81 of the Central Goods and Services Tax Act, 2017.

3.10. The information and documents provided to the tax practitioner for preparation of Section 281 and Section 81 Reports is true, correct, complete and not misleading in any manner.

3.11. The Purchaser shall not be liable for any Taxes on account of the Purchaser being regarded as a representative assessee of any of the Seller(s) under the provisions of Income Tax Act, 1961

3.12. All tax returns to be filed, have been filed by the Sellers in accordance with the IT Act.