UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 15, 2026

TTM TECHNOLOGIES, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**000-31285**	**91-1033443**
(State of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

200 East Sandpointe, Suite 400 **Santa Ana, California**	**92707**
(Address of principal executive offices)	**(Zip Code)**

(714) 327-3000
Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value	TTMI	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Section 1 - Registrant's Business and Operations

Item 1.01. Entry Into a Material Definitive Agreement.

Purchase Agreement

On August 15, 2026, TTM Technologies, Inc., a Delaware corporation (the "Company"), TTM Technologies North America, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company (the "Buyer"), EDS Intermediate Holding, LLC, a Delaware limited liability company ("Epiq Solutions"), and EDS TopCo, LP, a Delaware limited partnership (the "Seller"), entered into a definitive securities purchase agreement (the "Purchase Agreement") pursuant to which the Buyer agreed to purchase from the Seller all of the issued and outstanding membership interests of Epiq Solutions for a purchase price of $1,100,000,000 in cash (the "Purchase Price"), subject to customary working capital and certain other adjustments (the "Acquisition"). The Acquisition has been unanimously approved by the board of directors of the Company. Pursuant to the Purchase Agreement, the Company has guaranteed the payment and performance obligations of the Buyer under the Purchase Agreement, including the obligation of Buyer to pay the Purchase Price (the "Parent Guarantee"), and the Company is a party to the Purchase Agreement solely for the limited purpose of providing the Parent Guarantee.

Consummation of the Acquisition is subject to the satisfaction of certain conditions, including (i) expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and (ii) the absence of any order or injunction restraining or prohibiting the consummation of the Acquisition. The Buyer's obligation to consummate the transactions contemplated by the Purchase Agreement is also subject to, among other things, (i) the accuracy of representations and warranties of the Seller and Epiq Solutions set forth in the Purchase Agreement, (ii) compliance with covenants of the Seller and Epiq Solutions set forth in the Purchase Agreement, and (iii) the absence of a Material Adverse Effect (as defined in the Purchase Agreement) after the date of the Purchase Agreement.

The parties to the Purchase Agreement (other than the Company) have made to each other certain representations and warranties, and have agreed to certain covenants and agreements, including with respect to cooperation, regulatory approvals, the Buyer's financing of the Acquisition, the conduct and operation of Epiq Solutions prior to the closing and similar matters. Although the Purchase Agreement does not include general indemnification provisions in favor of the Buyer or the Company, the Buyer has obtained a representation and warranty insurance policy that will provide coverage for certain representations and warranties of the Seller and Epiq Solutions contained in the Purchase Agreement, subject to a retention amount, exclusions, policy limits and certain other terms and conditions.

The Purchase Agreement may be terminated in certain circumstances, including, among others, if the transaction does not close by November 15, 2026 (subject to automatic extension to May 15, 2027 in certain circumstances). Additionally, either party may terminate the Purchase Agreement upon a breach by the other party of any representation, warranty, covenant or agreement made by such breaching party in the Purchase Agreement, such that the conditions related to the representations, warranties, covenants and agreements made by such breaching party would not be satisfied and such breach or condition is not curable or, if curable, is not cured within the earlier of (i) 30 days after written notice of such breach and intention to terminate as a result of such breach or (ii) November 13, 2026 (subject to extension to May 14, 2027 in certain circumstances). If the Purchase Agreement is terminated under circumstances in which certain required regulatory approvals are not obtained, the Buyer is required to pay or cause to be paid to Epiq Solutions a termination fee of $77.0 million.

The Purchase Agreement has been filed with this Current Report on Form 8-K ("Report") to provide investors and security holders with information regarding its terms. Except for its status as the contractual document that established and governs the legal relations among the parties thereto with respect to the transactions described above, it is not intended to provide any other factual, business or operational information about the parties. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of the Purchase Agreement as of the specific dates therein, were solely for the benefit of the parties to the Purchase Agreement, may be subject to limitations agreed upon by the contracting parties, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

Investors are not third-party beneficiaries under the Purchase Agreement and should not rely on the representations, warranties or covenants or any description hereof as characterization of the actual state of facts or condition of the Company, Buyer, Epiq Solutions, Seller, any of their respective affiliates, or their respective businesses. Additionally, the representations, warranties, covenants, conditions and other terms of the Purchase Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

A copy of the Purchase Agreement is filed as Exhibit 2.1 to this Report and incorporated herein by reference thereto. The foregoing description of the Purchase Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Purchase Agreement.

Debt Commitment Letter

In connection with the Company entering into the Purchase Agreement, on August 15, 2026, the Company entered into a commitment letter (the "Commitment Letter") with JPMorgan Chase Bank, N.A. ("JPM"), Barclays Bank PLC ("Barclays"), Bank of America, N.A. ("Bank of America"), and BofA Securities, Inc. ("BofA Securities" and, together with JPM, Barclays and Bank of America, the "Commitment Parties") pursuant to which, subject to the terms and conditions set forth therein, the Commitment Parties have committed to provide, and agreed to arrange and syndicate pursuant to the Company's existing Second Amended and Restated Credit Agreement, dated as of June 1, 2026, by and among the Company, JPM, as Administrative Agent, and the other parties thereto (the "Existing Credit Agreement"): (a) an incremental senior secured term loan A facility in an aggregate principal amount of $300 million (the "Term A Incremental Facility") and (b) a seven-year incremental senior secured term loan B facility in an aggregate principal amount of $800 million (the "Term B Incremental Facility" and, together with the Term A Incremental Facility, the "Incremental Facilities"), the proceeds of which will be used for the payment of the Purchase Price contemplated by, and the payment of fees, costs and expenses incurred in connection with, the Purchase Agreement and the refinancing of certain indebtedness of Epiq Solutions. The Term A Incremental Facility may include a springing maturity date consistent with the Revolving Springing Maturity Date (as defined in the Existing Credit Agreement) to the extent that the consent of the Required Lenders (as defined in the Existing Credit Agreement) is received on or prior to the Incremental Facility Closing Date (as defined in the Commitment Letter). The above amendment does not reflect any inability to incur the Term A Incremental Facility absent such amendment.

The obligations of the Commitment Parties with respect to the Incremental Facilities are subject to certain conditions, consistent with the Purchase Agreement and the Commitment Letter. The Company will pay customary fees and expenses in connection with obtaining the Incremental Facilities. Neither the closing of the Incremental Facilities, nor the receipt of any other financing, is a condition to the closing of the Acquisition.

From time to time, JPM, Barclays, Bank of America and BofA Securities and/or their respective affiliates have performed, and may in the future perform, various commercial banking, investment banking or other financial advisory services for the Company, for which the Company pays customary fees and expenses.

A copy of the Commitment Letter is filed as Exhibit 10.1 to this Report and incorporated herein by reference thereto. The foregoing description of the Commitment Letter and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Commitment Letter.

Section 7 - Regulation FD

Item 7.01 – Regulation FD Disclosure.

On August 17, 2026, the Company issued a press release announcing that it has signed the Purchase Agreement under which the Buyer will acquire Epiq Solutions from the Seller (the "Press Release"). A copy of the Press Release is furnished with this Report as Exhibit 99.1 and is incorporated herein by reference.

On August 17, 2026, the Company will host a conference call with financial analysts and investors to discuss the announcement of the Acquisition and answer questions. A copy of investor presentation materials is furnished with this Report as Exhibit 99.2 and is incorporated herein by reference.

The information furnished in this Item 7.01, including Exhibit 99.1 and Exhibit 99.2, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Cautionary Note Regarding Forward-Looking Statements

This Report, including Exhibit 99.1 and Exhibit 99.2, contains forward-looking statements that relate to future events. The Company cautions you that such statements are simply predictions and actual events or results may differ materially. These statements reflect the Company's current expectations, and the Company does not undertake to update or revise these forward-looking statements, even if experience or future changes make it clear that any projected results expressed or implied in this or other Company statements will not be realized. The statements also involve risks and uncertainties, many of which are beyond the Company's control, which could cause actual results to differ materially from the forward-looking statements. For a description of additional factors that may cause the Company's actual events or results to differ from any forward-looking statements, please review the information set forth in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Company's public reports filed with the Securities and Exchange Commission.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed with this Report:

Exhibit Number	Description
2.1*	Securities Purchase Agreement, dated as of August 15, 2026, by and among EDS Intermediate Holding, LLC, EDS TopCo, LP, TTM Technologies North America, LLC, and TTM Technologies, Inc.
10.1*	Commitment Letter, dated as of August 15, 2026, by and among TTM Technologies, Inc., JPMorgan Chase Bank, N.A., Barclays Bank PLC, BofA Securities, Inc. and Bank of America, N.A.
99.1	Press Release dated August 17, 2026
99.2	Investor Presentation, dated August 17, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

TTM TECHNOLOGIES, INC.

Date: August 17, 2026

/s/ Daniel J. Weber

By: Daniel J. Weber

Executive Vice President, Chief Legal Officer & Secretary

Exhibit 2.1

SECURITIES PURCHASE AGREEMENT

dated as of August 15, 2026,

by and among

EDS INTERMEDIATE HOLDING, LLC,

EDS TOPCO, LP,

TTM TECHNOLOGIES NORTH AMERICA, LLC

and

FOR THE LIMITED PURPOSES SET FORTH HEREIN

TTM TECHNOLOGIES, INC.

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 15, 2026, by and among EDS Intermediate Holding, LLC, a Delaware limited liability company (the "Company"), EDS TopCo, LP, a Delaware limited partnership ("Seller"), TTM Technologies North America, LLC, a Delaware limited liability company ("Buyer"), and solely for purposes of Section 10.21, TTM Technologies, Inc., a Delaware corporation ("Buyer Parent").

RECITALS

WHEREAS, as of the date of this Agreement, Seller owns one hundred percent (100%) of the outstanding membership interests of the Company (the "Purchased Interests ");

WHEREAS, upon the terms and subject to the conditions of this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Purchased Interests; and

WHEREAS, the Company, Seller and Buyer desire to make certain representations, warranties, covenants and agreements in connection with the Transactions and also prescribe various conditions to the Transactions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Accrued Income Taxes" means, without duplication, an amount, not less than zero dollars, equal to the aggregate liability for all accrued and unpaid income Taxes of all Group Tax Entities for a Pre-Closing Tax Period (including the portions of any Straddle Periods ending on the Closing Date), regardless of whether due and payable as of the Closing. For purposes of the preceding sentence, the accrued and unpaid income Tax liability of all Group Tax Entities shall not be less than zero in any jurisdiction or for any specific Tax and shall be determined with respect to each Group Tax Entity (a) by taking into account income Taxes only for jurisdictions in which such Group Tax Entity (i) filed a Tax Return for the taxable year ending December 31, 2024, (ii) commenced business activities on or after January 1, 2023, or (iii) has otherwise already accrued income Taxes on their books and records, (b) in accordance with Section 7.7(d) in the case of any Straddle Period, (c) by including any adjustment pursuant to Section 481 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law) and any Taxes attributable to prepaid amounts and deferred revenue, in each case regardless of when actually recognized for income Tax purposes, (d) subject to the foregoing, as of the end of the Closing Date and by taking into account the transactions contemplated by this Agreement, (e) in accordance with past practice of such Group Tax Entity (including reporting positions, elections and Tax accounting methods), unless otherwise required by applicable Law or as provided in Section 7.7(h), (f) by taking into account Tax credits, net operating losses, or overpayments of Taxes to the extent such items actually reduce the applicable unpaid income Taxes of the applicable Group Tax Entity in the same jurisdiction as such Tax credits, net operating losses, or estimated payments or overpayments as a matter of applicable Law, (g) by taking into account Transaction Tax Deductions, in each case, to the extent deductible for income Tax purposes in a Pre-Closing Tax Period at a "more likely than not" (or higher) level of confidence, and (h) by excluding any transactions effected on the Closing Date after the Closing outside the ordinary course of business that are not contemplated by this Agreement.

"Adjustment Escrow Account" means the escrow account established, designated and administered by the Escrow Agent pursuant to the Escrow Agreement.

"Adjustment Escrow Amount" means $5,500,000.

"AI Product" means any Company Product that incorporates, integrates, embeds, deploys, enables or is marketed, offered or designed for use with any AI Technologies, including any Company Product that performs or supports AI training or inference or is marketed or described as "AI-enabled," "AI-ready" or as having similar capabilities.

"AI Technologies" means all machine learning, deep learning, neural-network, statistical-learning, reinforcement-learning, natural-language-processing, computer-vision and other artificial intelligence technologies, including Generative AI Technologies, and all algorithms, models, model architectures, model weights, parameters, embeddings, prompts, guardrails, evaluation materials and Software used to develop, train, tune, validate, test, deploy or operate any of the foregoing.

"Affiliate" means, with respect to any particular Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person; provided, that in the case of the Company or Seller, the term "Affiliate" shall not at any time include any affiliated investment fund or portfolio company (as such term is commonly understood in the private equity industry) of The Veritas Vantage Capital Fund, L.P. or its Affiliates.

"Aggregate Payments" means the payment in full, in cash, of the Closing Consideration and all other amounts to be paid at the Closing in connection with the Transactions by or on behalf of Buyer or any Group Entity, including the repayment of Closing Indebtedness, the payment of Unpaid Transaction Expenses and the deposit of the Adjustment Escrow Amount.

"Antitrust Laws" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, *Competition Act* (Canada), and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments to or lessening of competition or the creation or strengthening of a dominant position through merger or acquisition or effectuating foreign investment.

"Base Purchase Price" means $1,100,000,000.

“Business” means the business of the Company Group as conducted as of the date hereof.

“Business Data” means all business information, confidential information, and all Personal Information (whether of employees, contractors, consultants, customers, consumers, or other Persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Company’s Business Systems.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in Chicago, Illinois or New York, New York.

“Business Systems” means all Software (including Software sold or licensed by the Company Group), computer hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes that are owned, licensed, or used by or for the Company in the conduct of the Business.

“Canadian Tax Act” means the *Income Tax Act* (Canada) (R.S.C. 1985, c. 1 (5th Supp.)).

“Cash” means the aggregate amount of cash and cash equivalents, including marketable securities, short-term investments and money market or similar accounts, of the Group Entity calculated on a consolidated basis and determined in accordance with GAAP, and shall be calculated (i) minus the aggregate amount of any issued but uncleared checks and drafts, (ii) plus any checks and wire transfers received, drafts received and deposits that are in transit, in each case, to the extent not yet cleared, and (iii) minus any Restricted Cash.

“CGP Registrant” means Xiphos Systems Inc./Systèmes Xiphos Inc.

“Closing Cash” means the aggregate amount of all Cash of the Company Group as of immediately prior to the Closing.

“Closing Consideration” means an amount equal to (i) the Base Purchase Price, minus (ii) the Estimated Closing Indebtedness, plus (iii) the Estimated Closing Cash, plus (iv) the Estimated Net Working Capital Adjustment (which amount may be a positive or negative number), minus (v) the Adjustment Escrow Amount, and minus (vi) the Estimated Unpaid Transaction Expenses.

“Closing Indebtedness” means all Indebtedness of the Company Group as of immediately prior to the Closing.

“Closing Net Working Capital Adjustment” means (i) if the Closing Net Working Capital Amount results in a Net Working Capital Deficit, a negative amount equal to the Net Working Capital Deficit, (ii) if the Closing Net Working Capital Amount results in a Net Working Capital Surplus, a positive amount equal to the Net Working Capital Surplus or (iii) if the Closing Net Working Capital Amount results in neither a Net Working Capital Deficit nor a Net Working Capital Surplus, an amount equal to $0.

"Closing Net Working Capital Amount" means (i) the aggregate dollar amount of all assets of the Company Group properly characterized as current assets under the Specified Accounting Principles (but excluding any income Tax assets, deferred Tax assets and amounts included within Closing Cash), minus (ii) the aggregate dollar amount of all liabilities of the Company Group properly characterized as current liabilities under the Specified Accounting Principles (but excluding any income Tax liabilities, deferred Tax liabilities, liabilities for stock-based compensation expense and amounts included within Closing Indebtedness or Unpaid Transaction Expenses), in the case of each of clauses (i) and (ii), as of immediately prior to the Closing and calculated in accordance with the Specified Accounting Principles and using only the trial balance accounts as set forth on the Exhibit A. Exhibit A hereto sets forth an illustrative example of the calculation of the Closing Net Working Capital Amount as of March 31, 2026 using the Specified Accounting Principles.

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

"Company Certificate of Formation" means that certain certificate of formation of the Company, dated as of June 1, 2022.

"Company Data" means all data and datasets collected, generated, acquired, licensed, maintained or used by or for any Group Entity in connection with the Business or any Company Product, including radio-frequency, signal, telemetry, performance, benchmark, synthetic, annotation, Training Data, testing and validation data, but excluding Personal Information solely to the extent addressed in Section 4.20.

"Company Disclosure Schedule" means the disclosure schedule of the Company referred to in, and delivered pursuant to, this Agreement on the date hereof.

"Company Employee" means each current employee of the Company Group.

"Company Financial Advisors" means Goldman Sachs & Co. LLC together with Robert W. Baird & Co. Incorporated.

"Company Group" means the Company and each of its Subsidiaries.

"Company Group Intellectual Property" means all Intellectual Property owned or purported to be owned by any Group Entity.

"Company LLCA" means that certain Limited Liability Company Agreement of the Company, dated as of June 1, 2022.

"Company Products" means all products and services, including hardware, Software, firmware, FPGA designs and related technology, that are or have been designed, developed, manufactured, marketed, offered, licensed, sold, distributed, supported or maintained by or for any Group Entity, together with all products and services currently under development or presently planned for development or commercialization by any Group Entity.

"Company Service Provider" means each Company Employee and other officer, director or individual independent contractor of the Company Group.

"Company Technology" means all technology and technical materials owned or purported to be owned by any Group Entity, whether or not protectable under applicable Law, including Proprietary Software, firmware, HDL and FPGA code, bitstreams, algorithms, models, model weights, hardware and circuit designs, schematics, CAD and Gerber files, prototypes, specifications, methods, processes, workflows, configurations, tools, test and validation materials, Company Data owned or purported to be owned by a Group Entity, and Technical Documentation.

"Confidentiality Agreement" means that certain letter agreement, dated as of May 29, 2026, by and between TTM Technologies, Inc. and the Company.

"Contract" means any written contract, agreement, lease, sublease, license, sublicense, note, mortgage, hypothec, indenture or other legally binding arrangement.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other ownership interests, by Contract or otherwise.

"Controlled Goods Program Registration" means the registration issued to the CGP Registrant under the Controlled Goods Program.

"Covered Indebtedness" means the Indebtedness of the type set forth in clauses (i), (ii) and (iii) of the definition of "Indebtedness".

"Credit Agreement" means that certain Credit Agreement, dated as of January 10, 2023, by and among the Company, EDS Buyer, LLC, PennantPark Loan Agency Servicing, LLC and the other parties from time to time party thereto (as amended by that certain First Amendment to Credit Agreement, dated as of April 2, 2024, as further amended by that certain Second Amendment to Credit Agreement, dated as of July 10, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof).

"Debt Financing Sources" means the entities that have committed to provide or arrange, or otherwise entered into agreements in connection with, the Debt Financing or any replacement or alternative debt financing obtained by Buyer in connection with the Transactions, including the parties to the Debt Commitment Letters and any joinder agreements, credit agreements, indentures or other definitive financing documents entered into pursuant thereto or relating thereto, together with their respective Affiliates and their and their respective Affiliates' officers, directors, employees, partners, attorneys, agents, advisors and representatives and their respective successors and permitted assigns.

"Disclosure Schedules" means the Company Disclosure Schedule and the Seller Disclosure Schedule.

"Digital Assets" means all Internet domain names, websites, social-media accounts, source-code-repository accounts, developer and app-store accounts, online-directory and marketplace listings, handles, profiles, channels, phone numbers and other digital identifiers or accounts used, held or administered in connection with the Business.

"DPA" means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), and its implementing regulations located at 31 C.F.R. Parts 800, 802.

"Employee Benefit Plan" means any (i) "employee benefit plan" as defined in Section 3(3) of ERISA; and (ii) retirement, pension, profit sharing, deferred compensation, stock bonus, savings, bonus, incentive, cafeteria, medical, dental, vision, hospitalization, life insurance, accidental death and dismemberment, medical expense reimbursement, dependent care assistance, tuition reimbursement, disability, welfare, sick pay, holiday, vacation, paid-time off, fringe benefit, retention, severance, change of control, transaction, compensatory equity or equity-based, or other compensation or employee benefit plan, policy, program, arrangement or Contract (including, for the avoidance of doubt, any registered retirement savings plan ("RRSP"), group registered retirement savings plan ("GRSP"), deferred profit sharing plan ("DPSP"), tax-free savings account ("TFSA"), registered pension plan ("RPP"), supplemental executive retirement plan ("SERP"), or similar retirement, savings or benefit arrangement under the Canadian Tax Act or the laws of any province or territory of Canada), in each case, (a) that is sponsored, maintained, or contributed to by a Group Entity, to provide compensation or benefits to any Company Employee or former employee of the Company Group (or dependent or beneficiary thereof), or (b) with respect to which any Group Entity has any actual or contingent Liability, other than any such plan, policy, program, or Contract sponsored, maintained or otherwise mandated by a Governmental Authority or any "multiemployer plan" within the meaning of Section 3(37) of ERISA; provided, however, that Employee Benefit Plan shall not include statutory plans sponsored or administered by a Governmental Authority with respect to which contributions are required by applicable Laws including the Canada Pension Plan, the Québec Pension Plan and plans administered pursuant to applicable health tax, workplace safety insurance, workers' compensation and employment insurance Laws.

"Environment" means the environment as defined pursuant to Environmental Laws, and includes air (and all layers of the atmosphere), surface water, underground water, land surface, soil, underground spaces, cavities, land submerged under water, subsurface strata, stream sediments, ambient air (including indoor air), plant and animal life, organic and inorganic matter and other living organisms and, any sewer system; for greater certainty, the interacting natural systems that include components referred to above or any combination or part of them are included in the definition of "Environment" and "Environmental" has a corresponding meaning.

"Environmental Law" means all applicable Laws and Orders relating to the protection of human health or the Environment, including Laws or Orders relating to: (i) the presence of, or Releases or threatened Releases of, Hazardous Substances; (ii) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of, or exposure to, Hazardous Substances; (iii) the transfer of interest in or control of real or immovable property, including real or immovable property subject to a Lease, that may be impacted by Hazardous Substances; (iv) community or worker right-to-know disclosures with respect to Hazardous Substances; (v) the protection of natural resources, including wildlife, marine life and wetlands, and endangered or threatened species; or (vi) the regulation of hunting and fishing, including the management of fish, game and other wildlife for purposes of hunting and fishing, and all Laws pertaining to fair chase and the manner of taking such fish, game and other wildlife.

“Environmental Permits” means all Permits, certificate of authorization, attestations and declarations of compliance issued by a Governmental Authority required under any Environmental Laws with respect to the operation of the Business.

“Equity Security” means: (i) any capital stock, shares, limited liability company interest, partnership interest or any other equity security; (ii) any security convertible into or exchangeable for any capital stock, shares, limited liability company interest, partnership interest, other equity security, or security containing any profit participation features; (iii) any warrant, option or other right to subscribe for, acquire or purchase any capital stock, shares, limited liability company interest, partnership interest or other equity security or security containing any profit participation features; or (iv) any equity appreciation right (including a profits interest), phantom equity right or derivative of an equity security.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person, trade or business (whether or not incorporated) that, together with the Company, is or, at the relevant time, was treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“Escrow Agent” means Acquiom Clearinghouse LLC, in its capacity as the escrow agent under the Escrow Agreement.

“Escrow Agreement” means that certain Escrow Agreement, by and among Buyer, Seller and the Escrow Agent, in a customary form to be mutually agreed upon by Buyer and Seller prior to Closing (which agreement shall not be unreasonably withheld, conditioned or delayed by either party).

“Excise Tax Act” means the *Excise Tax Act* (R.S.C. 1985, c. E-15).

“Export Approvals” means export licenses, consents, authorizations, permits, waivers, approvals, license exceptions or exemptions issued by any Governmental Authority in connection with the Company Group’s (i) export and re-export of the Offerings and Proprietary Software; (ii) releases of the Offerings and Proprietary Software to foreign nationals located in the United States and abroad; and (iii) receipt, possession and transfer of controlled goods under the *Controlled Goods Regulations* (Canada) promulgated under the *Defence Production Act*.

“Fraud” means knowing and intentional common law fraud under Delaware law committed by any party to this Agreement in making any of the representations and warranties set forth in Article IV (as modified by the Company Disclosure Schedule), Article V (as modified by the Seller Disclosure Schedule), and Article VI, as applicable. For the avoidance of doubt, the definition of “Fraud” does not include, and no claim may be made in relation to this Agreement or the Transactions for: (i) equitable fraud, constructive fraud, recklessness or negligent misrepresentation or any equitable claim (including unjust enrichment); or (ii) any other fraud-based claim or theory of liability other than knowing and intentional fraud as expressly provided in the foregoing. A claim for Fraud may only be made against the party committing such Fraud.

"Fundamental Representations" means the representations and warranties set forth in Section 4.1 (Authority), Section 4.2(a) (Organization, Existence and Good Standing; Subsidiaries), Section 4.4(a) (Capitalization), Section 4.25 (Brokers), Section 5.1(a) (Capacity, Power and Authority), Section 5.1(d)5.1(d) (Title to Interests), Section 5.1(f) (Brokers), Section 6.1 (Capacity; Power and Authority) and Section 6.5 (Brokers).

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

"Generative AI Technologies" means any AI Technologies capable of generating or materially modifying text, source code, object code, firmware, HDL or FPGA code, images, audio, video, designs, data, documentation or other content in response to prompts or other inputs.

"Government Bid" means any offer, quotation, or proposal made by a Group Entity which, if accepted, would result in a Government Contract.

"Government Contract" means any Contract (i) between a Group Entity, on one hand, and any Governmental Authority on the other hand, to provide supplies or services to a Governmental Authority or (ii) entered into by a Group Entity and a Higher-Tier Customer. An amendment, supplement or modification to a Government Contract shall not constitute a separate Government Contract for purposes of this definition, but shall be part of the Government Contract to which it relates.

"Governmental Authority" means any government or governmental entity, any commission, board, regulatory or administrative authority, instrumentality or agency thereof, and any court, tribunal or judicial body, whether federal, provincial, territorial, tribal, regional, state, county, local or foreign.

"Group Entity" means any of the Company, any Subsidiary of the Company; provided, that, for the avoidance of doubt, the Tax partnership existing between EPIQ Design Solutions LLC and Cyber Radio Holdings LLC shall not be deemed a Group Entity, a Subsidiary of any Group Entity or a part of the Company Group for any purpose hereunder.

"Group Tax Entity" means any of the Company, any Subsidiary of the Company, the Tax partnership existing between EPIQ Design Solutions LLC and Cyber Radio Holdings LLC, and any other arrangement that qualifies as a partnership for U.S. federal, state, local, or other Tax purposes but is not a state or foreign Law entity.

"Hazardous Substances" means any hazardous, toxic or radioactive substance, waste, material, contaminant or pollutant that is now or hereafter listed, classified, regulated, characterized or otherwise defined as "hazardous," "toxic," "radioactive," a "pollutant," or "contaminant," (or words of similar intent or meaning) under applicable Environmental Law, including petroleum oil and its fractions, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, and per- and polyfluoroalkyl substances ("PFAS").

"Higher-Tier Customer" means any Person with whom a Group Entity enters into a Contract or submits a Government Bid, where a Governmental Authority is known or reasonably should be known by the Group Entity to be the ultimate contracting party for the business, service, project, or activity that is the subject of such Contract or Government Bid. Higher-Tier Customers are not limited to Persons contracting directly with a Governmental Authority, and include Persons at any contracting tier where a Governmental Authority is the ultimate contracting party for the business, service, project, or activity.

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

"Inbound Licenses" means any Contract under which any other Person's Intellectual Property is licensed to a Group Entity, that is material to the Business and currently used in the Company Group's current Offerings.

"Incremental Employer Payroll Taxes" means, with respect to any particular compensatory payment to a Company Employee or former employee of the Company Group, an amount equal to (i) the employer portion of any applicable Medicare or similar Taxes required to be paid with respect to such payment, plus (ii) the employer portion of any applicable social security or similar Taxes required to be paid with respect to such payment, but only to the extent that the employer's share of social security or similar Taxes required to be paid with respect to the recipient of such payment for the year of such payment exceeds the aggregate amount of social security or similar Taxes that would otherwise have been payable had the relevant payment not been made. For the avoidance of doubt, the amount described in clause (ii) shall be zero for any Company Employee or former employee of the Company Group whose total compensation from the Company and/or its Subsidiaries in the applicable year (excluding the applicable compensatory payment) is anticipated to exceed the social security wage base for such year.

"Indebtedness" means any amount owed by any Group Entity, without duplication, (i) in respect of indebtedness for borrowed money, (ii) in respect of indebtedness evidenced by a note, bond, debenture or other similar instrument or debt security, (iii) in respect of obligations for the reimbursement of any obligor for amounts drawn on any letter of credit, performance bonds, surety bonds, or banker's acceptance, (iv) in respect of Accrued Income Taxes, (v)the Specified Indebtedness Amount, (vi) in respect of obligations under leases that are required to be classified as "finance leases" under FASB Accounting Standards Codification Topic 842 (for the avoidance of doubt, excluding any liabilities or obligations in respect of leases classified as "operating leases" under FASB Accounting Standards Codification Topic 842 or that are recorded in the Financial Statements), (vii) in respect of all deferred or unpaid purchase price, earn-outs, holdbacks, seller notes and other contingent or deferred payment obligations payable in respect of any past acquisition of a business, services, or assets by any Group Entity (in each case, valued at the maximum amount payable in respect thereof, other than with respect to the contingent consideration owed to G3 Technologies, Inc. in connection with the acquisition of the assets of Cyber Radio Solutions, LLC in the amount of $3,152,750, which such amount shall be fixed), (viii) in respect of liability obligations (net of any related assets or receivables) under interest rate, currency swap, collars and caps, forward contracts or other hedging or derivative transactions, in each case, calculated as if terminated as of the Closing, (ix) in respect of declared but unpaid dividends, distributions or other payments (including management, sponsor or board related fees and expenses due) to such Person's equity holders, (x) in respect of any unpaid principal, premium, accrued and unpaid interest, breakage or prepayment penalties, commitment and other fees, reimbursements obligations and all other similar fees, expenses and Liabilities resulting from the prepayment of, or that are payable in connection with this Agreement or the Transactions, with respect to any of the foregoing obligations described in clauses (i) through (ix), in each case, to the extent reflective of amounts actually due or otherwise incurred at Closing, and (xii) under guarantees of obligations of the type described in clauses (i) through (x) in which a Group Entity is the guarantor; provided, however, that notwithstanding the foregoing, Indebtedness shall not include (a) any accounts payables or other current liabilities incurred in the ordinary course of business and included in the calculation of Closing Net Working Capital Amount, (b) any obligations under undrawn letters of credit, banker's acceptance or similar facilities, (c) customer deposits or advance billings, (d) inter-company obligations solely between one or more Group Entities, (e) any other amounts otherwise accounted for in Unpaid Transaction Expenses or the Closing Net Working Capital Amount and (f) any Indebtedness incurred by or at the written direction of Buyer or its Affiliates in connection with the Transactions.

"Infringement," "Infringes" or "Infringing" means that a given item or activity infringes, misappropriates, or otherwise violates the Intellectual Property of any Person.

"Intellectual Property" means, collectively, all intellectual property and proprietary rights anywhere in the world, whether statutory, common law, registered or unregistered, including: (i) patents and applications therefor, and patents issuing thereon, including all provisionals, continuations, divisionals, continuations-in-part, reissues, reexaminations, substitutions, renewals, extensions, supplemental protection certificates and foreign counterparts ("Patents"); (ii) copyrights and copyrightable works, including rights in Software, firmware, HDL and FPGA code, databases and compilations, mask works, rights of authorship, moral rights and all registrations and applications therefor ("Copyrights"); (iii) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and other indicia of source, together with the goodwill symbolized by or associated with any of the foregoing and all applications, registrations and renewals therefor ("Trademarks"); (iv) Internet domain names and other rights in digital identifiers; (v) trade secrets, know-how and confidential or proprietary information, including inventions, discoveries, ideas, algorithms, models, model architectures, model weights, parameters, embeddings, prompts, methods, processes, formulas, designs, specifications, data, datasets and database rights, in each case to the extent protectable under applicable Law; (vi) industrial design rights and other design rights; (vii) all rights to prosecute, register, maintain, enforce and recover damages for past, present and future infringement, misappropriation or other violation of any of the foregoing; and (viii) all applications, registrations, renewals, extensions and other rights corresponding to any of the foregoing.

"Intellectual Property Agreements" means all Inbound Licenses and Outbound Licenses.

"Interests" means, with respect to any Person, the issued and outstanding Equity Securities of such Person.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge of the Company" means the knowledge of each of John Orlando, David Machuga, John Gruber, Wyatt Taylor, and Mike Shogren after reasonable due inquiry of their respective direct reports.

"Law" means any law (including common law), statute, ordinance, regulation, code, treaty, or Order of any Governmental Authority.

“Liability” means any obligation or liability of any nature whatsoever, whether matured or unmatured, known or unknown, absolute, accrued, contingent, due or to become due.

“Liens” means any lien, security interest, mortgage, pledge, hypothec, prior claim, right of superficies or co-ownership, right of use, usufruct, emphyteusis, reserve, or similar encumbrance.

“Lower-Tier Subcontract” means any Contract entered into by any Group Entity with a subcontractor, supplier or other Person pursuant to which such Person performs, or is engaged to perform, a material portion of the work required to be performed by the Company Group under a Government Contract, including the development, design, engineering, manufacture or provision of any customized subcomponent, subassembly, software, technology or other deliverable specifically for use in the performance of such Government Contract. Notwithstanding the foregoing, “Lower-Tier Subcontract” does not include any purchase order or other Contract with a vendor or supplier solely for the purchase or provision of commercially available off-the-shelf products, standard components, supplies or services that were not developed, modified or customized specifically for, and do not otherwise involve the performance of a material portion of the work under, the applicable Government Contract.

“Material Adverse Effect” means any change, event, circumstance, development, occurrence or effect (collectively, “Effects”) that individually or taken together with any other Effect has had a material adverse effect on the business, financial condition or results of operations of the Company Group, taken as a whole; provided, however, that none of the following shall be deemed, either alone or in combination with other Effects, to constitute, and no Effect arising from or attributable or relating to any of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) the negotiation (including activities relating to due diligence), execution, delivery, public announcement, pendency or performance of this Agreement or any of the Transactions or any actions taken in compliance with any Transaction Document, including the impact thereof (including the identity of Buyer) on the relationships of any Group Entity with customers, suppliers, distributors, consultants, employees, independent contractors or other third parties with whom any Group Entity has any relationship, (ii) conditions (including political, economic, business, monetary, financial, securities, supply chain or capital or credit market conditions or trends, such as inflation, deflation or any changes in the rate of increase or decrease of inflation or deflation, or interest or exchange rates) generally affecting the industries in which any Group Entity operates or participates, the U.S. economy or financial markets or any foreign economy or markets in any location where any Group Entity conducts business, (iii) the taking of any action required to be taken by any Transaction Document or that is otherwise taken with the written consent of, or at the written request of, Buyer or its Affiliates, or the refraining from taking by any Group Entity of any action expressly prohibited by this Agreement or with the written consent of, or at the written request of, Buyer or its Affiliates, (iv) any breach by Buyer or its Affiliates of any Transaction Document, (v) any change in GAAP or applicable Laws (or interpretation thereof), (vi) any acts of God, weather events, natural disasters, force majeure events, calamities, epidemics, pandemics, disease outbreaks, or other public health emergencies (including any Law, directive, guidelines or recommendations by any Governmental Authority that relate to or arise out of any of the foregoing), including any escalation or worsening of the foregoing, (vii) any action required to be taken under applicable Laws, including any actions taken or required to be taken by any Group Entity in order to obtain any approval or authorization for the consummation of the Transactions under applicable Antitrust Laws, (viii) any failure in and of itself (as distinguished from any change or effect giving rise to or contributing to such failure) by any Group Entity to meet any projections or forecasts for any period, or (ix) any matter set forth on, or any action taken or omitted that is expressly contemplated by, the Company Disclosure Schedule or the Seller Disclosure Schedule, except in the case of clauses (ii), (v), and (vi), to the extent any such condition has a disproportionate effect on the Company Group relative to other Persons principally engaged in the same industry as the Company Group. Any determination as to whether any Effect has had, individually or in the aggregate, a Material Adverse Effect shall be made only after also taking into account all benefits associated with such Effect, including any third-party insurance coverage and any indemnification and reimbursement rights.

"Net Working Capital Deficit" means the amount by which, if any, the Closing Net Working Capital Amount is less than the Net Working Capital Lower Target.

"Net Working Capital Lower Target" means $38,000,000.

"Net Working Capital Surplus" means the amount by which, if any, the Closing Net Working Capital Amount is greater than the Net Working Capital Upper Target.

"Net Working Capital Upper Target" means $42,000,000.

"Offering" means, as of the date of this Agreement, all products and service offerings marketed, offered, sold, distributed or made commercially available by the Company Group.

"Open Source License" means any license or other terms under which Software, source code, object code, AI models, model weights, data, datasets or other materials are distributed or made available as "free software," "open source software," "source available," "community source," "public domain," "share-alike" or under similar licensing or distribution terms, including terms that impose attribution, notice, source-code disclosure, source-offer, reciprocity, network-use, patent-license, patent-nonassertion, commercial-use, redistribution, model-output, derivative-work or similar obligations or restrictions. Open Source Licenses include all versions of the GNU GPL, GNU LGPL, GNU Affero GPL, Mozilla Public License, Eclipse Public License, Server Side Public License, Business Source License, Creative Commons licenses, and similar licenses applicable to software, models or datasets.

"Order" means any order, judgment, injunction, decree, ruling, writ or award issued, promulgated or entered by any Governmental Authority of competent jurisdiction.

"Organizational Documents" means: (i) in the case of a Person that is a corporation, its articles or certificate of incorporation and its bylaws, regulations or similar governing instruments required by the laws of its jurisdiction of formation or organization; (ii) in the case of a Person that is a partnership, its articles or certificate of partnership, formation or association, and its partnership agreement (in each case, limited, limited liability, general or otherwise); (iii) in the case of a Person that is a limited liability company, its articles or certificate of formation or organization, and its limited liability company agreement or operating agreement; and (iv) in the case of a Person that is not a corporation, partnership (limited, limited liability, general or otherwise), limited liability company or natural person, its governing instruments as required or contemplated by the laws of its jurisdiction of organization.

"Outbound Licenses" means all Contracts under which a Group Entity grants to any other Person any license, covenant, access right or other right to use, practice, reproduce, modify, create derivative works of, distribute, manufacture, have manufactured, commercialize or otherwise exploit any Company Group Intellectual Property or Company Technology that is, in each case, material to the Business.

"Permit" means any license, authorization, franchise or permit issued by any Governmental Authority required by applicable Law in connection with the operation of the Business.

"Permitted IP Liens" means: (i) non-exclusive licenses granted to customers in the ordinary course of business that do not grant access to source-code, ownership of Company Group Intellectual Property, including improvements thereto, or restrictions on any Group Entity's use or exploitation of the applicable Company Group Intellectual Property; (ii) the non-exclusive licenses expressly set forth on Schedule 4.16(d) of the Company Disclosure Schedule; and (iii) Liens securing Closing Indebtedness that are released in full at or prior to the Closing.

"Permitted Liens" means, collectively: (i) mechanics', carriers', workmen's, materialmen's, repairmen's, construction legal hypothec, or other similar Liens arising by operation of Law for amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (ii) Liens for Taxes, assessments, or other governmental charges that are not yet delinquent, which may hereafter be paid without penalty or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been made in accordance with GAAP, (iii) imperfections in title, charges, easements, servitudes, rights of way (whether recorded or unrecorded), restrictions, declarations, covenants, conditions, defects, exceptions, encumbrances and other similar matters that affect title to the property or assets of the Company Group but do not materially detract from the value or marketability of the property or asset to which they relate or materially impair the ability of the Company Group to use or operate the property or asset to which they relate, (iv) any customary right, interest, Lien or title of a licensor, sublicensor, licensee, sublicensee, lessor, sublessor or other person in title under any license, lease or other agreement or in the property being licensed, leased or occupied, (v) Liens relating to Indebtedness included in the calculation of the Closing Consideration pursuant to this Agreement which are being released at the Closing, (vi) purchase money Liens and Liens securing rental payments under capital lease arrangements, (vii) zoning, building codes, subdivision laws and regulations and other land use Laws regulating the use or occupancy of real or immovable property or the activities conducted thereon, (viii) matters that would be disclosed by an accurate survey or inspection of the real property, (ix) contractual or statutory Liens of landlords, (x) Liens arising under workmen's compensation, unemployment insurance, social security, retirement and similar Laws, (xi) pledges and deposits to secure the performance of bids, trade contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business, (xii) matters disclosed by any existing title insurance policies or title reports made available to Buyer prior to the date hereof, (xiii) Liens on any estate superior to the interest of the Company Group in any leased realty and (xiv) non-exclusive licenses of Intellectual Property granted in the ordinary course of business and other Permitted IP Liens.

"Person" means any individual, general or limited partnership, corporation, limited liability company, association, trust, unincorporated organization or other entity.

"Personal Information" means information that is considered "personally identifiable information," "personal information," "personal data," "sensitive personal information," "nonpublic personal information" or any similar term under any applicable Law.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and, in the case of any Straddle Period, the portion of such period ending on and including the Closing Date.

"Privacy Laws" means, collectively, all of the following to the extent relating to Processing or otherwise relating to privacy, security, or security breach notification requirements and applicable to the Company, to the conduct of the Business, or to any of the Business Systems or any Business Data: (i) the Company's own rules, policies, and procedures; (ii) all applicable laws, rules and regulations (including, as applicable, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (CCPA/CPRA), the California Online Privacy Protection Act (CalOPPA), the U.S. federal CAN-SPAM Act, the regulations set forth at 28 CFR Part 202, Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), Canada's Anti-Spam Legislation (CASL), the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK GDPR and the UK Data Protection Act 2018, applicable government and defense information security requirements, including DFARS cybersecurity clauses and Cybersecurity Maturity Model Certification (CMMC) requirements, and any other applicable international, federal, national, state, provincial or local privacy, data protection, cybersecurity, breach notification, or consumer protection laws); (iii) industry standards applicable to the industry in which the Business operates (including, if applicable, the Payment Card Industry Data Security Standard (PCI DSS), National Institute of Standards and Technology Special Publication 800-171; and (iv) contracts into which the Company has entered or by which it is otherwise bound.

"Proceeding" means any claim, action, suit, arbitration, audit, investigation, inquiry, or other proceeding, whether civil or criminal, at Law or in equity, by or before any Governmental Authority.

"Processed" or "Processing" means any operation performed on Personal Information, including the collection, creation, receipt, access, use, handling, compilation, processing, analysis, monitoring, maintenance, storage, purchase, sale, storing, retention, transmission, transfer, protection, disclosure, deletion, destruction or disposal of Personal Information (whether in electronic or any other form or medium).

"Proprietary Software" means any Software owned or purported to be owned by a Group Entity.

"PSPC" means Public Services and Procurement Canada.

"QST Act" means *An Act Respecting the Québec Sales Tax* (CQLR, c. T-0.1).

"Quebec Tax Act" means the *Taxation Act* (Quebec) (CQLR, c. I-3).

"Registered Intellectual Property" means all Company Group Intellectual Property that is registered, issued or the subject of a pending application with any Governmental Authority or registrar, including Patents, Trademarks, Copyrights, mask works, industrial designs and Internet domain names.

"Related Party" means, with respect to any Person: (i) any of such Person's Affiliates; (ii) any of the present and former directors, managers or officers of such Person or such Person's Affiliates; and (iii) any of such Person's family members.

"Release" means, when used in the context of Environmental Laws, any release, spill, emission, emptying, leaking, injection, deposit, disposal, discharge, dispersal, leaching, pumping, or pouring into or through the environment.

"Required Company Consent" means such consents as required by the Organizational Documents of the Company to duly approve the Transactions.

"Restricted Cash" means cash and cash equivalents that are not freely usable, distributable or transferrable because such cash or cash equivalents are subject to restrictions or limitations by Law or Contract, including security deposits, bond guarantees, collateral reserve amounts, and amounts held in escrow or deposits for the benefit of third parties, in each case, except for those that will be terminated at Closing, but, in each case, excluding restrictions or limitations relating to Taxes.

"RWI Expenses" means all costs and expenses related to the RWI Policy, including the total premium, underwriting costs, brokerage commission, Taxes related to such policy and other fees and expenses of such policy.

"RWI Policy" means the buyer-side representation and warranty liability insurance policy bound in connection with Buyer's entry into this Agreement.

"Securities Laws" means (i) the Securities Act of 1933, (ii) the Securities Exchange Act of 1934, and (iii) any other applicable state, provincial or federal securities Laws.

"Seller Disclosure Schedule" means the disclosure schedule of Seller referred to in, and delivered pursuant to, this Agreement on the date hereof.

"Software" means all computer programs, software and code in any form, including source code, object code, executable code, firmware, microcode, HDL and FPGA code and bitstreams, scripts, APIs, libraries, modules, tools, algorithms, models and database structures, together with all build, release, configuration and deployment materials relating thereto.

"Specified Accounting Principles" means (i) the specific accounting principles, policies, procedures and methodologies set forth in Schedule A (the "Specific Policies"); (ii) to the extent not inconsistent with (i), the same accounting methods, practices, principles, policies, procedures, classifications, judgments, inclusions, exclusions, categorizations, definitions, and estimation methodologies used in the preparation of the audited balance sheet as of December 31, 2025; and (iii) if not otherwise addressed in (i) and (ii), in accordance with GAAP as of the Closing Date. For the avoidance of doubt, paragraph (i) shall take precedence over paragraphs (ii) and (iii), and paragraph (ii) shall take precedence over paragraph (iii).

"Specified Indebtedness Amount" means $7,500,000.

"SR&ED Credits" means Scientific Research and Experimental Development Credits, as that term is defined in the Canadian Tax Act.

"Straddle Period" means any Tax period that begins on or before the Closing Date and ends after the Closing Date.

"Subsidiary" means, with respect to any Person, any entity that such Person directly or indirectly owns, through (i) an amount of voting securities or other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (ii) at least a majority of the outstanding equity interests of such entity. The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Tax" or "Taxes" means all national, federal, state, provincial, local, foreign and other income, corporation, capital gains, excise, gross receipts, ad valorem, sales, goods and services, harmonized sales, use, employment, franchise, profits, gains, property, land, transfer, payroll, social security contributions, license, severance, occupation, premium, windfall profits, environmental, capital stock, withholding, unemployment, disability, employer health tax, education tax, workers' compensation payments, employment insurance tax, health insurance, and Canada/Quebec Pension Plan contributions, registration, value added, estimated, alternative or add-on minimum, intangibles or other taxes, fees, tariffs, stamp taxes, duties (including any customs duties, tariffs, fees and processing charges), charges, levies or assessments or other like charges of any kind whatsoever in the nature of tax, together with any interest and any fines or penalties, additions to tax or additional amounts imposed by any Governmental Authority with respect thereto (whether or not disputed).

"Tax Authority" means any Governmental Authority having jurisdiction with respect to any Tax.

"Tax Returns" means all returns, declarations, reports, claims for refunds, estimates, statements and other documents filed or required to be filed with a Governmental Authority in respect of Taxes, including any schedule or attachment thereto and any amendments thereof.

"Technical Documentation" means all documentation and technical materials necessary or useful to develop, build, compile, manufacture, assemble, test, validate, deploy, operate, maintain, support, repair, modify or commercialize any Company Product or Company Technology, including source-code repositories and version histories, build and release instructions, toolchains, APIs, architecture and design documentation, schematics, CAD and Gerber files, bills of materials, manufacturing packages, specifications, test scripts and results, validation records, manuals and support materials.

"Third-Party AI Product" means any product or service of a Person other than a Group Entity that employs or makes use of AI Technologies.

"Third-Party Generative AI Product" means any product or service of a Person other than a Group Entity that employs or makes use of Generative AI Technologies.

"Training Data" means any data used to train, pre-train, tune, fine-tune, validate, test, benchmark or otherwise develop or improve any AI Technologies.

“Transaction Documents” means, collectively, this Agreement, the Confidentiality Agreement, the Escrow Agreement and all the other Contracts, certificates and other documents to be executed or delivered by one or more of the parties in connection with the Transactions.

“Transaction Expenses” means, without duplication of any items included as part of Closing Indebtedness or Closing Net Working Capital, and to the extent not paid prior to the Closing, the aggregate amount of all fees, costs and expenses of any Group Entity incurred by, or to be paid by, any Group Entity in connection with the negotiation and execution of this Agreement and the other Transaction Documents and the consummation of the Transactions (including any marketing process related thereto), including (i) any out-of-pocket fees and disbursements payable by any Group Entity to the Company Financial Advisors in connection with the Transactions, (ii) any out-of-pocket fees and disbursements payable to legal counsel, accountants or tax advisors of any Group Entity that are payable by such Group Entity in connection with the Transactions, (iii) any sale, success, stay, incentive or transaction bonus (including the payments set forth in Sections 7.6(d)-(f), phantom equity or change in control or other similar payments and retention, or severance, pay in lieu of notice or other termination payments, or other similar compensatory amounts payable to any Company Service Provider that, in each case, become payable by a Group Entity in connection with the consummation of the Transactions (including in combination with any other event), together with any Incremental Employer Payroll Taxes payable in connection therewith and calculated as if all such amounts were paid on the Closing Date (but excluding any payments made upon a termination service initiated by Buyer or any of its Affiliates at or following the Closing); provided, however, that Transaction Expenses shall not include any fees, costs or expenses incurred by any Group Entity at the express written direction of Buyer or its Affiliates, or that are otherwise associated with or owed to (a) the RWI Policy (including the RWI Expenses), (b) the Escrow Agent and the Escrow Agreement, (c) all filing and similar fees payable in connection with any filing under the HSR Act and any other approvals, clearances, waiting period expirations or terminations identified in Schedule 8.1(b) of the Seller Disclosure Schedule, (d) the Tail Policy and (e) Buyer’s attorneys, accountants and other advisors.

“Transaction Tax Deductions” means any item of loss or deduction for income Tax purposes that is incurred by or allocated to any Group Tax Entity in connection with the Transactions and that is deductible for income Tax purposes, including where applicable (i) the payment or accrual of any Transaction Expenses, (ii) the vesting, conversion, cancellation or exercise of any equity awards pursuant to the terms hereof or in connection with the transactions contemplated hereby (including the employer portion of any payroll or similar Taxes in connection therewith), (iii) the fees, expenses and interest (including amounts treated as interest for U.S. federal income Tax purposes and any breakage fees or accelerated deferred financing fees) incurred by or allocated to any Group Tax Entity with respect to the payment of Indebtedness by (or for the benefit of) the Company Group on or prior to the Closing Date and (iv) any other expenses or costs incurred by the Company Group in connection with the Transactions to the extent such expenses or costs are economically borne by Seller pursuant to this Agreement. The amount of the Transaction Tax Deductions will be computed assuming that an election is made under Revenue Procedure 2011-29 to deduct seventy percent (70%) of any success-based fees (as described in Revenue Procedure 2011-29).

“Transactions” means the transactions contemplated by this Agreement (including the Company Purchase) and the other Transaction Documents.

"Transfer Taxes" means any and all transfer, documentary, sales, use, gross receipts, stamp, registration, value added, recording, escrow and other similar Taxes asserted with respect thereto, arising out of or in connection with the Transactions.

"Unpaid Transaction Expenses" means Transaction Expenses, but only to the extent they have not been paid in Cash as of immediately prior to the Closing and have, accordingly, not reduced the Closing Cash.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988.

"Xiphos" means Xiphos Systems Inc./Systèmes Xiphos Inc.

1.2 Certain Additional Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

Accounting Firm	3.2(c)(i)
Agreement	Preamble
Anticorruption Laws	4.21
Balance Sheet Date	4.5
Buyer	Preamble
Buyer Related Parties	9.3(d)
Buyer Releasees	7.9(b)
Buyer Termination Fee	9.3(a)
Closing	2.4
Closing Date	2.4
Company	Preamble
Company Purchase	2.1
Company Related Parties	9.3(d)
Continuing Employees	7.6(b)
Current Balance Sheet	4.5
DOJ	7.4(b)
EAR	4.24
Estimated Closing Cash	3.1(a)
Estimated Closing Indebtedness	3.1(a)
Estimated Net Working Capital Adjustment	3.1(a)
Estimated Net Working Capital Amount	3.1(a)
Estimated Statement	3.1(a)
Estimated Unpaid Transaction Expenses	3.1(a)
Existing D&O Policy	7.5(c)
Existing Representation	10.15(a)
Export Control and Sanctions Laws	4.24
FCPA	4.21
Final Closing Cash	3.2(d)(i)
Final Closing Consideration	3.2(d)(i)
Final Closing Indebtedness	3.2(d)(i)
Final Net Working Capital Adjustment	3.2(d)(i)

Final Net Working Capital Amount	3.2(d)(i)
Final Statement	3.2(c)(ii)
Final Unpaid Transaction Expenses	3.2(d)(i)
Financial Statements	4.5
FTC	7.4(b)
Indemnified Parties	7.5(a)
Latham	10.15(a)
Lease	4.14(b)
Leases	4.14(b)
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ARTICLE II
THE PURCHASE AND SALE

2.1 Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Buyer, the Purchased Interests held by Seller, free and clear of any and all Liens (other than restrictions on transfer under Securities Laws) (such purchases and sales, collectively the "Company Purchase").

2.2 Closing Date Payments. At the Closing, Buyer will make the payments set forth in this Section 2.2, or will cause such payments to be made, in each case by wire transfer of immediately available funds, as follows:

(a) to the Escrow Agent, an amount equal to the Adjustment Escrow Amount;

(b) on behalf of the Company Group, to each Person owed Unpaid Transaction Expenses, the amount in cash set forth opposite such Person's name in the Estimated Statement to the account or accounts designated for such Person therein; provided, that any Unpaid Transaction Expenses payable to any current or former Company Service Provider shall be delivered to the applicable Group Entity for further distribution to such Company Service Provider through the Group Entity's payroll system or accounts payable (as applicable);

(c) on behalf of the Company Group, to each holder of Covered Indebtedness of any Group Entity that is set forth on the Estimated Statement, the amount of Covered Indebtedness owed to such Person in accordance with wire transfer instructions set forth in customary payoff letters in respect of such Covered Indebtedness provided to Buyer by or on behalf of the Company Group on or prior to the Closing Date; and

(d) to Seller, an amount in cash equal to the Closing Consideration, to the account or accounts set forth opposite Seller's name in the Estimated Statement.

2.3 Closing Deliverables.

(a) At or prior to the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

(i) duly executed counterparts to the Escrow Agreement signed by Buyer and the Escrow Agent;

(ii) an officer's certificate of an officer of Buyer, dated as of the Closing Date, certifying compliance with the conditions set forth in clauses (i) and (ii) of Section 8.2(a); and

(iii) a copy of the RWI Policy.

(b) At or prior to the Closing, Seller shall deliver, or cause to be delivered, to Buyer:

(i) a duly executed counterpart to the Escrow Agreement signed by Seller;

(ii) an officer's certificate of an officer of the Company, dated as of the Closing Date, certifying compliance with the conditions set forth in clauses (i) and (ii) of Section 8.3(a);

(iii) an instrument transferring the Purchased Interests held by Seller to Buyer, in a customary form to be mutually agreed upon by Buyer and Seller prior to Closing (which agreement shall not be unreasonably withheld, conditioned or delayed by either party);

(iv) a duly executed and completed IRS Form W-9 from Seller;

(v) payoff letters in respect of outstanding Covered Indebtedness;

(vi) a duly executed notification to the Controlled Goods Directorate pursuant to section 9(2) of the Controlled Goods Regulations (Canada); and

(vii) resignations of those officers, managers and directors of the Group Entities identified in writing by Buyer at least ten (10) Business Days prior to the Closing Date.

2.4 Closing. The closing of the Transactions (the "Closing") shall be effected by the exchange of documents and signatures by electronic transmission (including in "portable document format" (.pdf) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document) at 9:00 a.m., New York time, on the second (2nd) Business Day after the satisfaction or waiver of the last of the conditions set forth in Article VIII to be satisfied or waived (other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other time, date and location as the parties to this Agreement agree in writing; provided, that in no event shall the Closing occur prior to the date that is forty-five (45) days following the date of this Agreement without the prior written consent of Buyer. The date on which the Closing occurs is referred to herein as the "Closing Date".

2.5 Withholding. Buyer and the Company shall be entitled to deduct and withhold from any payment to any payee under this Agreement such amounts as any of them is required to deduct and withhold with respect to such payments. If Buyer or the Company becomes aware of any requirement to deduct or withhold (other than where such deduction or withholding is required in connection with any payments in the nature of compensation for services rendered or as a result of Seller's failure to deliver a Form W-9 pursuant to Section 2.3(b)(iv)), such party shall use commercially reasonable efforts (i) to provide notice at least five (5) days in advance to the relevant payee of such party's intent to withhold and a reasonable opportunity for such payee to provide any forms, certifications or other documents to reduce or eliminate such withholding and (ii) to work together in good faith with the payee to reduce or eliminate such withholding to the maximum extent permitted by applicable Law. To the extent that amounts are so withheld or deducted and paid to the appropriate Tax Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the payee in respect of which such deduction and withholding was made. Buyer acknowledges that neither Buyer nor the Company intends to deduct or withhold from any payment (other than amounts in respect of employment or any payroll obligations) made to or on behalf of Seller under this Agreement.

ARTICLE III
DETERMINATION OF CLOSING CONSIDERATION AND POST-CLOSING ADJUSTMENTS

3.1 Closing Estimates. Not less than five (5) Business Days prior to the Closing, the Company shall prepare and deliver to Buyer a written statement (the "Estimated Statement") reflecting (x) the Company's calculation of the Closing Consideration, together with reasonable underlying documentation supporting each calculation, which shall be calculated on a basis consistent with this Agreement, including, as applicable, the Specified Accounting Principles and (y) the accounts to which the Closing Consideration payable to Seller shall be paid by Buyer at the Closing pursuant to Section 2.2(d). In connection with determining the Closing Consideration, the Company shall estimate in good faith the Closing Net Working Capital Amount (the "Estimated

Net Working Capital Amount”), the Closing Net Working Capital Adjustment, which amount, for the avoidance of doubt may be a positive or negative number (the “Estimated Net Working Capital Adjustment”), Closing Cash (“Estimated Closing Cash”), Closing Indebtedness (“Estimated Closing Indebtedness”), and Unpaid Transaction Expenses (“Estimated Unpaid Transaction Expenses”), which shall, in each case, be calculated on a basis consistent with this Agreement, including, as applicable, the Specified Accounting Principles. The Company shall consider in good faith any revisions to the Estimated Statement reasonably proposed by Buyer prior to the Closing Date and will issue the Estimated Statement with any such revisions that the Company has determined in good faith are appropriate after such consideration; provided, however, that the Company shall have no obligation to modify the Estimated Statement and no dispute with respect to the Estimated Statement shall be grounds for failure of any closing condition to be satisfied or for the Closing to be delayed, and the Closing shall occur based on the information set forth in the last agreed upon version of the Estimated Statement (or, if no prior version has been agreed, the original Estimated Statement provided by the Company).

3.2 Calculation.

(a) Calculation. As promptly as practicable after the Closing, but in no event later than sixty (60) days after the Closing Date, Buyer shall prepare in good faith and deliver to Seller a written statement (the “Post-Closing Adjustment Statement”), together with reasonable supporting documentation, setting forth Buyer’s calculation of the Closing Consideration, including the Closing Net Working Capital Amount, the Closing Net Working Capital Adjustment, Closing Indebtedness, Closing Cash, and Unpaid Transaction Expenses, which shall be calculated on a basis consistent with this Agreement, including, as applicable, the Specified Accounting Principles. The parties agree that the purpose of determining the Closing Net Working Capital Amount, the Closing Net Working Capital Adjustment, Closing Indebtedness, Closing Cash, and Unpaid Transaction Expenses, and the Closing Consideration under this Section 3.2 is to adjust for inaccuracies in the estimates in the amounts of the Closing Net Working Capital Amount, the Closing Net Working Capital Adjustment, Closing Indebtedness, Closing Cash, and Unpaid Transaction Expenses and to determine the Final Closing Consideration, and such processes are not intended to permit the introduction of inclusions, exclusions, categorizations, reserves, definitions, and estimation methodologies to determine such amounts.

(b) Review. Following delivery of the Post-Closing Adjustment Statement, Buyer shall, upon reasonable prior notice, (i) permit Seller and its representatives, during normal business hours and without unreasonable disruption to the Buyer’s or the Company Group’s operations, to have reasonable access to, and make copies of, the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) and shall cooperate with Seller and its representatives in seeking to obtain work papers from Buyer pertaining to or used in connection with the preparation of the Post-Closing Adjustment Statement and provide Seller, at Seller’s sole expense, with copies thereof (as reasonably requested by Seller) and (ii) provide Seller and its representatives reasonable access to the employees and accountants of Buyer and the Company as reasonably requested by Seller. Following the Closing, Buyer will not, and will cause the Company not to, take any action with respect to the accounting books and records on which the Post-Closing Adjustment Statement is to be based that would obstruct or prevent the preparation of the Post-Closing Adjustment Statement and the determinations set forth in this Section 3.2(b).

(c) Dispute.

(i) If Seller disagrees with any item in the Post-Closing Adjustment Statement, Seller shall, within forty-five (45) days after Seller's receipt of the Post-Closing Adjustment Statement (the "Review Period"), notify Buyer in writing of such disagreement (an "Objection Notice"). If Buyer fails to provide the access described in Section 3.2(b) then the Review Period shall be extended for an additional period of time until such access is provided and Seller has had a reasonable opportunity to review the requested books, records and other documents and to prepare and submit the Objection Notice. The Objection Notice shall specify which aspects of the Post-Closing Adjustment Statement are being disputed and describe the basis for such dispute in reasonable detail. If Seller does not deliver an Objection Notice prior to the conclusion of the Review Period (as it may be extended as contemplated by this Section 3.2(c)(i)), then Seller shall be deemed to have accepted the Post-Closing Adjustment Statement and Buyer's calculations set forth on the Post-Closing Adjustment Statement, which shall be conclusive, final and binding on all of the parties for all purposes hereunder. If an Objection Notice is delivered to Buyer, then Buyer and Seller shall negotiate in good faith to resolve the disputed items set forth in the Objection Notice, and the Post-Closing Adjustment Amount, as applicable, and any such resolution shall be conclusive, final and binding on all of the parties. In the event that Buyer and Seller are unable to resolve the disagreement with respect to any disputed item within thirty (30) days after Buyer's receipt of such Objection Notice (or such longer period as Buyer and Seller may agree in writing (email of counsel being sufficient for such purpose)), Grant Thornton LLP or if Grant Thornton LLP is unable or unwilling to serve, a nationally recognized certified public accounting firm that has prior experience resolving purchase price disputes of similar size and nature as is reasonably acceptable to Buyer and Seller (such firm as engaged pursuant to the foregoing, the "Accounting Firm") will be retained by Buyer and Seller to make a final determination of the remaining disputed items and the Post-Closing Adjustment Amount, as applicable.

(ii) Buyer and Seller will each execute a customary engagement letter with respect to the engagement of the Accounting Firm. If resolution of the final disputed items and the Post-Closing Adjustment Amount, as applicable, is submitted to the Accounting Firm, then (x) Seller will deliver to the Accounting Firm the Objection Notice, (y) Buyer will deliver to the Accounting Firm the Post-Closing Adjustment Statement and (z) each of Buyer and Seller will submit a supporting brief to the Accounting Firm (with copies delivered to the other party), each within ten (10) Business Days of retaining the Accounting Firm. Neither Buyer nor Seller (nor any of their respective Affiliates or representatives) shall engage in any ex parte communication with the Accounting Firm relating to the dispute. The Accounting Firm will be given reasonable access to the records of Buyer and the Company related to the remaining disputed items and the Post-Closing Adjustment Amount, as applicable. Buyer and Seller shall use reasonable best efforts to cause the Accounting Firm to resolve the remaining disputed items and the Post-Closing Adjustment Amount, as applicable, as soon as practicable, but in any event shall direct the Accounting Firm to render a determination within thirty (30) days after its retention. The Accounting Firm shall consider only those items and amounts in Buyer's and Seller's respective calculations of the Post-Closing Adjustment Amount that are identified as being items and amounts to which Buyer and Seller have been unable to agree. In resolving any such disputed item, 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 smallest value for such item claimed by either party in the

Post-Closing Adjustment Statement or the Objection Notice, as the case may be. The Accounting Firm's determination of the remaining disputed items and the Post-Closing Adjustment Amount shall be based solely on written materials submitted by Buyer and Seller (*i.e.*, not on independent review) and on the definitions set forth in, and on a basis consistent with, this Agreement, including as applicable, the Specified Accounting Principles. The determination of the Accounting Firm shall be conclusive, final and binding upon the parties to this Agreement and shall not be subject to appeal or further review (other than with respect to errors in arithmetic calculations). The "Final Statement" means either (1) the Post-Closing Adjustment Statement as finally determined pursuant to this Section 3.2(c) (whether due to Seller's failure to deliver an Objection Notice, agreement or deemed agreement by Buyer and Seller or a determination by the Accounting Firm) or (2) if Buyer does not deliver the Post-Closing Adjustment Statement to Seller within the 60-day period set forth in Section 3.2(a), at Seller's option, the Estimated Statement, as applicable. The parties agree that the Accounting Firm shall act as an expert and not as an arbitrator, and the procedures set forth in this Section 3.2(c) are expert determination procedures and shall not be governed by or subject to any rules or requirements applicable to arbitration proceedings. The Accounting Firm shall have no authority or jurisdiction to make any determination or ruling other than as expressly set forth in this Section 3.2.

(iii) The allocation of the costs and expenses of the Accounting Firm shall be borne by Seller and Buyer based on the inverse of the percentage the Accounting Firm's determination (before such allocation) bears to the total amount of the total items in dispute as originally submitted to the Accounting Firm. For example, should the total items in dispute amount to $1,000 and the Accounting Firm awards $600 in favor of Seller's position, 60% of the costs of its review would be borne by Buyer and 40% of the costs would be borne by Seller.

(d) Payment Upon Final Determination of Adjustments.

(i) The Closing Net Working Capital Amount, Closing Net Working Capital Adjustment, Closing Indebtedness, Closing Cash and Unpaid Transaction Expenses set forth on the Final Statement as determined in accordance with this Section 3.2(d) are the "Final Net Working Capital Amount", "Final Net Working Capital Adjustment", "Final Closing Indebtedness", "Final Closing Cash" and "Final Unpaid Transaction Expenses". For purposes of this Agreement, "Final Closing Consideration" means, without duplication, (A) Base Purchase Price, minus (B) Final Closing Indebtedness, plus (C) the Final Closing Cash, plus (D) the Final Net Working Capital Adjustment (which amount may be a positive or negative number), minus (E) the Adjustment Escrow Amount, minus (F) Final Unpaid Transaction Expenses.

(ii) For purposes of this Agreement, "Post-Closing Adjustment Amount" means (x) the Final Closing Consideration minus (y) the Closing Consideration. The Post-Closing Adjustment Amount may be a positive or negative number. Within five (5) Business Days after the Final Closing Consideration and the Post-Closing Adjustment Amount are finally determined pursuant to this Section 3.2:

(A) If the Post-Closing Adjustment Amount is a positive amount or zero, (i) Buyer shall promptly pay to Seller, an amount equal to the Post-Closing Adjustment Amount, and (ii) Buyer and Seller shall promptly provide joint written instructions to the Escrow Agent to release the Adjustment Escrow Amount to Seller, to the account or accounts set forth opposite Seller's name in the Estimated Statement. Notwithstanding anything in this Agreement to the contrary, if the Post-Closing Adjustment Amount is a positive amount and is an amount greater than the Adjustment Escrow Amount, Seller shall only be entitled to receive (i) payment from Buyer of an amount equal to the Adjustment Escrow Amount and (ii) release by the Escrow Agent of the Adjustment Escrow Amount, and the Post-Closing Adjustment Amount shall be automatically adjusted accordingly.

(B) If the Post-Closing Adjustment Amount is a negative amount, Buyer and Seller shall promptly provide joint written instructions to the Escrow Agent to (i) pay to Buyer an amount equal to the lesser of (x) the absolute value of the Post-Closing Adjustment Amount and (y) the Adjustment Escrow Amount, and (ii) release any portion of the Adjustment Escrow Amount that remains following the payment described in the foregoing clause (i) to Seller to the account or accounts set forth opposite Seller's name in the Estimated Statement. Notwithstanding anything in this Agreement to the contrary, if the Post-Closing Adjustment Amount is a negative amount and the absolute value of such amount is greater than the Adjustment Escrow Amount, Buyer shall only be entitled to receive the Adjustment Escrow Amount and not any other amount and the Post-Closing Adjustment Amount shall be automatically reduced accordingly. Payment of the amount equal to the lesser of (x) the absolute value of the Post-Closing Adjustment Amount and (y) the Adjustment Escrow Amount shall be the sole and exclusive remedy and source of recovery available to Buyer for any claims by Buyer against Seller, or otherwise, arising out of or relating to the Post-Closing Adjustment Amount.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Disclosure Schedule, the Company hereby represents and warrants to Buyer as follows:

4.1 Authority. The Company has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, and perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Company. This Agreement and the other Transaction Documents to which the Company is a party have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that enforceability may be limited by the effect, if any, of any applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally or any general principles of equity, including rules of Law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at Law) (the "Enforceability Exceptions").

4.2 Organization, Existence and Good Standing; Subsidiaries.

(a) Each Group Entity is duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation, incorporation, amalgamation or continuation, as applicable, and has all requisite power and authority to own, lease or operate its properties and to carry on its business as it is now conducted in all material respects. Schedule 4.2(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of the Company's Subsidiaries. The Company owns, directly or indirectly, all of the Equity Securities of its Subsidiaries.

(b) A true, complete and correct copy of the Organizational Documents of the Group Entities, as amended and as are currently in force, have been made available to Buyer.

(c) Each Group Entity is duly licensed, qualified or registered to do business, and, where applicable, is in good standing, under the Laws of all jurisdictions where the nature of its business or the nature or location of its assets requires such qualification.

4.3 Consents; Non-contravention. Except as set forth in Schedule 4.3(i) of the Company Disclosure Schedule, none of the Group Entities are required to give any notice to, make any filing with or obtain any authorization, consent, Order or approval of any Governmental Authority in connection with the consummation of the Transactions. Except as set forth in Schedule 4.3(ii) of the Company Disclosure Schedule, the execution of this Agreement and the other Transaction Documents and the consummation of the Transactions does not and will not: (a) conflict with or violate any provision of the Organizational Documents of any Group Entity; (b) assuming any filings, consents, Orders, waivers, approvals, authorizations or other actions set forth on Schedule 4.3(i) of the Company Disclosure Schedule have been obtained or made, result in a material breach of, or constitute a material default or an event creating rights of acceleration, termination, modification, or cancellation or a loss of rights under, any Material Contract, or require the consent of, the giving of notice to, of the payment of any fees or other consideration to any landlord under any Lease, to which any Group Entity is a party, subject or otherwise bound; (c) assuming any filings, authorizations, consents, Orders, waivers, approvals or other actions set forth in Schedule 4.3(i) of the Company Disclosure Schedule have been obtained or made, violate any Law or Order to which any Group Entity or any of their assets or businesses are subject or otherwise bound; or (d) result in the creation or imposition of any Lien upon any of the assets of any Group Entity, except in the case of clauses (b), (c) or (d) of this Section 4.3 as would not reasonably be expected to be, individually or in the aggregate, material to the Company Group, taken as a whole.

4.4 Capitalization.

(a) Except as set forth on Schedule 4.4(a) of the Company Disclosure Schedule, there are no other Equity Securities of the Group Entities authorized, issued or outstanding. All of the Interests of the Company have been duly authorized and validly issued, have not been issued in violation of any preemptive or similar rights or applicable Securities Laws, and are owned of record as set forth on Schedule 4.4(a) of the Company Disclosure Schedule.

(b) There are no outstanding subscriptions, options, warrants, rights (including preemptive rights), calls, convertible securities, exchangeable securities or other Contracts of any character relating to the Interests of the Company obligating the Company to issue any interests or securities of any kind. Except as set forth on Schedule 4.4(a) of the Company Disclosure Schedule, the Company is not a party to or otherwise bound by, and has not granted, any rights of first refusal, subscription right, appreciation rights, profit participations, phantom ownership or similar right in the ownership interests. There are no voting trusts, voting Contracts, proxies, equityholders Contracts, limited liability company operating agreements, or other Contracts that may affect the voting or transfer of the Interests in the Company, in each case, except as set forth in or contemplated by the Organizational Documents of the Company.

(c) Except as set forth on Schedule 4.4(c) of the Company Disclosure Schedule, all Interests of the Company and all other Equity Securities that have ever been issued or granted by any Group Entity have been issued and granted in compliance with (i) all applicable Law, including all applicable Securities Laws, and (ii) all requirements set forth in all applicable Contracts, including the Organizational Documents of such Group Entity then in effect at the time of such issuance or grant. None of the Interests of the Company or other Equity Securities of any Group Entity were issued in violation of any preemptive rights or other rights to subscribe for or purchase any Equity Securities of any Group Entity.

4.5 Financial Statements.

(a) The audited, consolidated financial statements of the Company and its Subsidiaries (including the balance sheet and the related statements of income and cash flows) as of and for the fiscal years ended December 31, 2024 and December 31, 2025 (the "Audited Financial Statements") are set forth in Schedule 4.5 of the Company Disclosure Schedule in addition to the unaudited consolidated financial statements of the Company and Subsidiaries (including the balance sheet and the related statements of income and cash flows) as of and for the three (3) -month period ended March 31, 2026 (the "Interim Financial Statements" and, collectively with the Audited Financial Statements, the "Financial Statements"). The Financial Statements present fairly, in all material respects, the consolidated financial position of the Company and its Subsidiaries as of the respective dates and the results of their operations and their cash flows for the respective periods indicated therein, in accordance with GAAP applied on a consistent basis throughout the periods indicated therein, except as otherwise noted therein. The unaudited consolidated balance sheet of the Company and its Subsidiaries as of March 31, 2026 shall be referred to in this Agreement as the "Current Balance Sheet" and the date thereof shall be referred to in this Agreement as the "Balance Sheet Date." The Current Balance Sheet is subject to the absence of footnotes and other presentation items and to normal year-end adjustments.

(b) The system of internal control over financial reporting with respect to the Company and its Subsidiaries is sufficient in all material respects to provide reasonable assurance that (i) the Financial Statements accurately and fairly reflect in reasonable detail the transactions and dispositions of the assets of the Company and its Subsidiaries in all material respects, and (ii) such transactions and dispositions that are material to the Company are being executed and made only in accordance with appropriate authorizations of management of the Company and its Subsidiaries.

(c) There are no inquiries or investigations by any Governmental Authority pending or, to the Knowledge of the Company, threatened, in each case regarding any accounting or auditing practices of Seller (with respect to the Business) or the Company. During the past two (2) years from the date hereof, no audit firm has declined or indicated its inability to issue an opinion with respect to any financial statements of the Company and its Subsidiaries.

(d) The accounts receivable of each Group Entity have arisen from bona fide transactions involving the sale of goods or products or the rendering of services, and to Knowledge of the Company, all accounts receivable (whether billed or unbilled) represent valid and binding obligations owing to the Group Entities, and to the Knowledge of the Company, collectible in the ordinary course of business, net of the respective reserves set forth in the Financial Statements.

(e) Each Group Entity has valid title to, or a valid leasehold interest in (or other enforceable right to use), all of the material tangible personal property used by such Group Entity in the conduct of its business or shown to be owned by one of the Group Entities on the Current Balance Sheet, free and clear of all Liens (other than Permitted Liens).

4.6 Undisclosed Liabilities. The Company Group has no Liability that is of a type required to be reflected on the face of a consolidated balance sheet in accordance with GAAP, except for: (a) Liabilities provided for or reserved against in the Financial Statements (including the notes and schedules thereto); (b) Liabilities incurred by any Group Entity in the ordinary course of business subsequent to the Balance Sheet Date (none of which results from or arises out of any breach of Contract, breach of warranty, tort, infringement, misappropriation, or violation of any Law); (c) Liabilities arising from matters specifically disclosed as a Liability on the Company Disclosure Schedule; (d) Liabilities that would not, individually or in the aggregate, reasonably be expected to be material to the Company Group, taken as a whole; (e) Liabilities arising under this Agreement or any other Transaction Document; and (f) Liabilities relating to the performance of executory obligations under any Contract to which any Group Entity is a party.

4.7 Absence of Certain Changes. Since the Balance Sheet Date, through the date of this Agreement, (i) the Business has been conducted in all material respects in the ordinary course of business, and (ii) there has not been a Material Adverse Effect. Without limitation of the foregoing, since the Balance Sheet Date, through the date of this Agreement, there has not been, occurred or arisen:

(a) any issuance of (i) Equity Securities of any Group Entity, (ii) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments obligating any Group Entity to issue, deliver or sell any Equity Securities of any Group Entity or (iii) any notes, bonds or other debt security of any Group Entity;

(b) any redemption, repurchase, pledge, encumbrance, transfer or other acquisition or disposition by Seller or any Group Entity of the Interests of any Group Entity;

(c) creation of any Lien on any material assets, rights or properties (whether tangible or intangible) of any Group Entity, other than Permitted Liens;

(d) any sale, assignment, transfer, lease, license, lapse, abandonment, or other disposition, or agreement to sell, assign, transfer, lease, license, let lapse, abandon, or otherwise dispose of, any of the assets, rights or properties (whether tangible or intangible) of any Group Entity having a value, in any individual case, in excess of $1,000,000;

(e) any acquisition, sale, transfer or other disposition by any Group Entity of any corporation, partnership or other business organization, or any division thereof;

(f) any material change in any method of financial accounting or financial accounting practice used by any Group Entity, other than such changes as are required by GAAP or applicable Law, or any material acceleration of or material delay in collection with respect to accounts receivables or accounts payables, except to the extent consistent with past practice;

(g) (i) any grant to a Company Service Provider of material severance or material termination pay, or (ii) the hiring of or the termination of any Company Employee with a base salary in excess of $200,000;

(h) liquidation, dissolution, consolidation, or reorganization of any Group Entity, or adoption of any plan to undertake any of the foregoing; or

(i) any agreement or commitment, other than this Agreement, to take any actions specified in this Section 4.7.

4.8 Insurance. Schedule 4.8 of the Company Disclosure Schedule contains a list of all material insurance policies, including fire and casualty, general liability, professional liability, theft, life, workers' compensation, directors and officers, business interruption and all other forms of insurance (other than title insurance and policies or binders relating to Employee Benefit Plans) that are owned or held by any Group Entity. As of the date of this Agreement: (a) all such material insurance policies are in full force and effect; (b) all premiums due prior to the date of this Agreement for periods prior to the date of this Agreement with respect to such material policies have been timely paid; and (c) no written notice of default or termination has been received by the Company in respect of any such material insurance policy, except, in each case, as would not reasonably be expected to be, individually or in the aggregate, material to the Company Group, taken as a whole.

4.9 Taxes.

(a) Each Group Tax Entity has timely filed (after taking into account any valid extensions obtained) all income and other material Tax Returns that were required to be filed by it, and all such Tax Returns were true, complete and correct in all material respects.

(b) Each Group Tax Entity has timely paid all income and other material Taxes for which such Group Tax Entity is liable (whether or not shown on any Tax Return).

(c) Other than extensions obtained in the ordinary course of business, no extension of time to file any Tax Return of a Group Tax Entity has been requested from or granted by any Tax Authority that is still in effect.

(d) There are no Liens for Taxes upon any assets of any Group Tax Entity except for Permitted Liens.

(e) No Group Tax Entity has been the subject of any Proceeding, audit, notice of deficiency or proposed adjustment, or request for information, in each case by any Tax Authority with respect to any material Liability in respect of Taxes and no such Proceeding, audit, notice of deficiency or proposed adjustment, or request for information is pending or, to the Knowledge of any Group Tax Entity, has been threatened or proposed by a Tax Authority.

(f) No Group Tax Entity has waived any statute of limitations with respect to the assessment of any material Taxes or agreed to any extension of time with respect to any material Tax assessment or deficiency for any open Tax year.

(g) Each Group Tax Entity has deducted, withheld, and timely paid to the proper Tax Authority all material Taxes required to be deducted, withheld, or paid by it in connection with amounts paid or owing to any Company Employee, creditor, independent contractor, owner, stockholder, member or other Person, and has timely and accurately complied with all reporting and record keeping requirements related thereto in all material respects.

(h) No Group Tax Entity (i) is party to, or bound by, any Tax indemnity, sharing or allocation Contract or arrangement, in each case excluding any Contract the primary purpose of which does not relate to Taxes, (ii) has been a member of any consolidated, combined, affiliated or unitary group of corporations for any Tax purposes (other than a group the common parent of which is or was a Group Tax Entity), and (iii) has any liability for Taxes of any Person arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of state, local or non-U.S. Law, or arising by Contract (other than any Contract the primary purpose of which does not relate to Taxes), or as a transferee or successor.

(i) No Group Tax Entity has been party to a "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Section 1.6011-4(b) of the Treasury Regulations (or any corresponding provisions of applicable state or local Tax Law) or a "notifiable transaction" for purposes of section 237.4 of the Canadian Tax Act or any similar provision of any applicable Tax law.

(j) The Company is classified as a C corporation for U.S. federal and applicable state and local income tax purposes. The U.S. federal income Tax classification of each other Group Tax Entity is set forth on Schedule 4.9(j) of the Company Disclosure Schedule. Each Group Tax Entity that is organized under the Laws of Canada or any province thereof is duly registered for the purposes of (i) the goods and services tax and harmonized sales tax under Part IX of the Excise Tax Act, and (ii) the Québec sales tax under the QST Act and applicable provincial sales tax legislation. All input tax credits and input tax refunds claimed by a Group Tax Entity pursuant to the Excise Tax Act and the QST Act with respect to Québec Sales Taxes have been, in all material respects, properly and correctly calculated and documented in accordance with the requirements of those Laws.

(k) No Group Tax Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any: (i) change in method of Tax accounting made prior to the Closing for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law) executed on or prior to the Closing; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) prepaid amount received on or prior to the Closing; (vi) application of Section 951 or Section 951A of the Code with respect to income earned or recognized or payments received prior to the Closing; or (vii) the application of Section 952(c)(2) of the Code with respect to such Group Tax Entity in a Pre-Closing Tax Period

(l) Since January 1, 2023, no claim has ever been made in writing by any Tax Authority in a jurisdiction where a Group Tax Entity does not file Tax Returns that such Group Tax Entity is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction.

(m) Seller has delivered to Buyer correct and complete copies of all applicable income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Group Entities in connection with taxable years beginning on or after January 1, 2023.

(n) The taxable year of each Group Tax Entity is the calendar year. Each Group Tax Entity uses the accrual method of accounting for U.S. federal income Tax purposes.

(o) No Group Tax Entity that is classified as a corporation for U.S. federal income Tax purposes has, in the two-year period ending on the date hereof, distributed the stock of another entity or has had its stock distributed by another entity in a transaction that was intended to be governed, in whole or in part, by Section 355 of the Code.

(p) No Group Tax Entity has ever been a party to any joint venture, partnership or other arrangement or contract treated as a partnership for U.S. federal income Tax purposes other than where entered into with another Group Tax Entity.

(q) The Group Entities are in compliance in all material respects with all applicable transfer pricing laws and regulations.

(r) No Group Tax Entity (i) has received a Tax opinion with respect to any transaction related to any period with respect to which the applicable period for assessment under applicable Law, after giving effect to extensions or waivers, has not expired or (ii) entered into a closing agreement with respect to Taxes with any Tax Authority or received any private letter ruling from the IRS or any similar ruling from any other Tax Authority. There are no requests for rulings or determinations in respect of any Tax or Tax asset pending between one or more Group Entities, on the one hand, and any Tax Authority, on the other hand.

(s) No Group Tax Entity (i) currently has or previously had a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise had an office or fixed place of business in a country other than the country under the Laws of which it was incorporated or otherwise organized, (ii) is or has ever been a passive foreign investment company as defined in Section 1297 of the Code, or (iii) has made any election under Section 965(h) of the Code.

(t) The amount of the Company Group's liability for unpaid Taxes for all periods as of the Current Balance Sheet Date does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes). Since the Current Balance Sheet Date, no Group Tax Entity has incurred any liability for Taxes except in the ordinary course of business.

(u) No Group Tax Entity has, directly or indirectly, transferred any property to or acquired property from, or provided services to or received services from, any Person with whom it was not dealing at an arm's length (within the meaning of the Canadian Tax Act), for consideration the fair market value of which was less than the fair market value of the property or service at the time of such disposition, acquisition, provision or receipt, or been a party to any Contract or other transaction that could reasonably result in a liability for Tax under section 160 of the Canadian Tax Act or any substantially similar provisions of other applicable Tax Laws.

(v) There are no circumstances existing that could reasonably result in the application to any Group Tax Entity of sections 80 through 80.4 of the Canadian Tax Act or any substantially similar provisions of any other applicable Tax Laws.

(w) Except as set forth on Schedule 4.9(w) of the Company Disclosure Schedule, no Group Tax Entity that is resident in Canada has acquired any property on a Tax-deferred or rollover basis and no election under sections 13, 44, 83 or 85 of the Canadian Tax Act (or any substantially similar provisions of any applicable Tax Law) has been made or filed by or on behalf of any Group Tax Entity with respect to the acquisition or disposition of property that would materially affect Taxes attributable to a Tax period beginning after the Closing Date.

(x) No Group Tax Entity has at any time been involved or been party to one or more transactions or series of transactions to which either of sections 55 or 245 of the Canadian Tax Act or any substantially similar provisions of any applicable Tax Law would apply.

(y) No Group Tax Entity owns any property that is a "tax shelter investment" for purposes of the Tax Act.

(z) In the three years before the date of this Agreement, no Group Tax Entity has received or taken advantage of, directly or indirectly, any grants, Tax benefits other than as may be provided for in the Canadian Tax Act or applicable provincial Tax legislation, subsidies, loan guarantees, government contracts, or other forms of preferential treatment or assistance from any Governmental Authority.

(aa) All interest deducted by a Group Tax Entity has been deducted in accordance with the Canadian Tax Act and the relevant provincial Laws.

(bb) All SR&ED Credits claimed by a Group Tax Entity were, in all material respects, claimed in accordance with the Canadian Tax Act and the relevant provincial Laws, and each Group Tax Entity has, in all material respects, satisfied the relevant criteria and conditions entitling it to those SR&ED Credits. All refunds of SR&ED Credits received or receivable by each Group Tax Entity were, in all material respects, claimed in accordance with the Canadian Tax Act and the relevant provincial legislation and each member of the Group satisfied the relevant criteria and conditions entitling it to a refund of those SR&ED Credits.

(cc) No Tax Authority has challenged the Canadian provincial income allocation of any Group Tax Entity.

4.10 Material Contracts.

(a) Schedule 4.10(a) of the Company Disclosure Schedule contains a true, complete and correct list of the following Contracts (excluding (other than for purposes of Section 4.10(a)(i)) any Employee Benefit Plan) to which any Group Entity is a party (each, a "Material Contract" and collectively, the "Material Contracts"):

(i) all written employment, consulting, independent contractor, severance, retention, change-in-control or similar Contracts with any current or, to the extent the Company has any obligations thereunder as of the date hereof, former Company Service Provider that provide for pay in lieu of notice, severance, retention, or termination-related obligations, whether or not contingent upon the consummation of the Transactions, and that provide for (A) annualized aggregate compensation or consideration of more than $250,000 or (B) that are not able to be terminated by a Group Entity upon 60 days' notice or less without further payment (other than, for clarity, pay in lieu of notice, severance or termination-related obligations set forth in such Contract or payments and benefits mandated by applicable Law);

(ii) Contracts requiring the expenditure by, or involving the receipt by, any Group Entity of more than $1,000,000 in annual payments or receivables, and that are not terminable by such Group Entity without penalty;

(iii) Contracts that (A) restrict in any manner any Group Entity's right to compete with any other Person or engage in any line of business or conduct business in any market or geographic area, or (B) that (x) include any "most favored nation" provisions in favor of a Group Entity's counterparty, (y) provide for exclusive rights to purchase or, on behalf of a Group Entity, the rights to sell the Offerings, or (z) that include a right of first refusal provision with regard to the acquisition of the Offerings;

(iv) all Intellectual Property Agreements other than (A) any Contract that contains a license for generally commercially available "off-the-shelf" software, (B) any Contract that contains a non-exclusive license granted to a third party for the purpose of performing services for or on behalf of a Group Entity, (C) any Open Source License, (D) any Contract with an employee or independent contractor whereby such employee or contractor assigns all rights in Intellectual Property developed by such employee or contractor for a Group Entity to such Group Entity, (E) any non-disclosure Contract, (F) any Contract that contains a non-exclusive license granted to a customer of any Group Entity in the ordinary course of business, (G) any ordinary-course settlement, coexistence, consent-to-use and similar Contracts relating to Company Group Intellectual Property, and (H) any Contract that contains a non-exclusive license that is ancillary to, and not the primary purpose of, such Contract;

(v) any Contracts under which any Group Entity has incurred Indebtedness for borrowed money in excess of $100,000;

(vi) Contracts with respect to any acquisition, sale, transfer or other disposition by any Group Entity of any corporation, partnership or other business organization, or any division thereof pursuant to which any material obligations of any Group Entity remain outstanding;

(vii) any Contract with respect to a partnership, joint venture or other similar arrangement based on equity ownership of another Person;

(viii) any settlement agreement, the performance of which will involve payment by any Group Entity after the Balance Sheet Date of consideration in excess of $250,000;

(ix) Contracts with any Material Customer or Material Supplier;

(x) Any Government Contracts, the period of performance of which is not expired or terminated;

(xi) any Related Party Contract; and

(xii) any Lease.

(b) As of the date of this Agreement, each Material Contract is in full force and effect and is valid and enforceable against the Group Entities party thereto in accordance with its terms, except to the extent that enforceability may be limited by the Enforceability Exceptions and, in each case, as would not reasonably be expected to be material to the Company Group, taken as a whole. Each Group Entity is, in all material respects, in compliance with all terms of each Material Contract to which it is a party. As of the date of this Agreement, no event has occurred or circumstance exists that (with or without notice or lapse of time) would: (i) result in a material violation or breach of the provisions of a Material Contract; (ii) give any Person the right to declare a material default or exercise any material remedy against any Group Entity under a Material Contract; (iii) give any Person the right to accelerate the maturity or any Group Entity's performance of any Material Contract; or (iv) give any Person the right to cancel, terminate or modify any Material Contract without the consent of the Company Group.

4.11 Permits. The Company Group possesses all Permits that are required in order to conduct the Business as presently conducted, except where such failure to possess such Permits would not, individually or in the aggregate, reasonably be expected to be material to the Company Group, taken as a whole. To the Knowledge of the Company, all such Permits are in full force and effect and each Group Entity is in material compliance with each such Permit.

4.12 Compliance with Laws. Since January 1, 2023, through the date of this Agreement, the Company Group has been and is, in material compliance with all Laws, except where such failure to comply would not, individually or in the aggregate, reasonably be expected to be material to the Company Group, taken as a whole. From January 1, 2023, through the date of this Agreement, no Group Entity has received any written notice from any Governmental Authority with respect to any material noncompliance with any Law.

4.13 Proceedings. Except as set forth on Schedule 4.13 of the Company Disclosure Schedule, as of the date of this Agreement: (a) there is no material Proceeding pending, or, to the Knowledge of the Company, threatened in writing against any Group Entity, or any of the directors, managers or officers of any Group Entity in their capacity as directors, managers or officers of such Group Entity; and (b) no Group Entity or its assets or properties are subject to any Order relating to such Group Entity or any of its assets or properties.

4.14 Real Property.

(a) The Company Group does not own, and, since January 1, 2023, has not owned, any real and immovable property.

(b) Schedule 4.14(b) of the Company Disclosure Schedule sets forth a list of all leases, licenses, and occupancy agreements for real property by any Group Entity (each such lease, a "Lease" and collectively, the "Leases"). The Leases constitute all of the leases, subleases, licenses and other agreements pursuant to which any Group Entity occupies or has the right to occupy any real property. The Company has made available to Buyer true, correct and complete, in all material respects, copies of each Lease, together with all guarantees, amendments, modifications and other agreements materially affecting the rights or obligations of the parties under the Leases.

(c) Each Group Entity has good leasehold title to, or valid and enforceable rights as a lessee in, its leased property under the Leases, in each case, free and clear of any and all Liens, except for Permitted Liens.

(d) No Group Entity has received any written notice of any existing material default by such Group Entity under any Lease that remains uncured.

(e) No Group Entity has received any written notice of any pending condemnation, eminent domain proceeding or material casualty affecting any leased real property that would materially interfere with the continued operation of the Business thereat.

4.15 Environmental Matters. Since January 1, 2023, the Company Group has been and is, in compliance with all Environmental Laws and Environmental Permits except as would not reasonably be expected to be material to the Company Group, taken as a whole. As of the date of this Agreement, no Group Entity has received any written information request or written notice of potential Liability under any Environmental Law or Environmental Permit that would reasonably be expected to be material to the Company Group, taken as a whole. To the Knowledge of the Company, there are no existing facts, circumstances or conditions that have or would reasonably be expected to result in Liability of any Group Entity pursuant to Environmental Laws or Environmental Permits that would be material to the Company Group, taken as a whole. No Hazardous Substances have been Released at any real property subject to a Lease, except in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No Release of Hazardous Substances has occurred at any real property subject to a Lease or, to the Knowledge of the Company, at any other property formerly owned, operated, or used by the Company or any Group Entity for which the Company Group is responsible under Environmental Law to report said Release to Governmental Authorities or perform remediation, removal, response actions, investigations, cleanup, or decontamination that would reasonably be expected to be material to the Company Group, taken as a whole. There are no Proceedings currently pending, or, to the Knowledge of the Company, threatened, against any Group Entity, alleging that any Group Entity is in violation of Environmental Laws or seeking to revoke, suspend or adversely modify any Environmental Permits, in each case that would reasonably be expected to be material to the Company Group, taken as a whole. The Company has made available to Buyer all material environmental assessment reports, audit reports, inspection reports, and other material documents pertaining to the Company Group's compliance with Environmental Laws or the environmental conditions at any real property operated or used by any Group Entity that are in the Company Group's custody or reasonable control.

4.16 Intellectual Property and Artificial Intelligence.

(a) Schedule 4.16(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of all Registered Intellectual Property, identifying for each item the applicable Group Entity owner, jurisdiction or registrar, title, mark or domain name, application or registration number, filing, issuance or registration date, and current status. Each issued or registered item of Registered Intellectual Property is valid, subsisting and enforceable, and each pending application included in the Registered Intellectual Property has been properly filed and diligently prosecuted. All filings, declarations, fees, annuities, renewals and other actions required to maintain the Registered Intellectual Property have been timely made or taken. Record title to each item of Registered Intellectual Property is held solely in the name of a Group Entity. No item of Registered Intellectual Property is subject to any pending or threatened opposition, cancellation, interference, reexamination, reissue, derivation, invalidity, unenforceability, revocation or similar challenge.

(b) Schedule 4.16(b) of the Company Disclosure Schedule sets forth, by applicable Group Entity and Company Product, a true, correct and complete list of: (i) all material unregistered Trademarks included in the Company Group Intellectual Property, and (ii) all material Proprietary Software included in the Company Group Intellectual Property. The Company Group maintains all repositories, versions and other materials reasonably necessary to locate and use the items listed on Schedule 4.16(b) of the Company Disclosure Schedule.

(c) No Group Entity has lost, abandoned or impaired any material Patent rights included in the Company Group Intellectual Property by failing to file, prosecute or maintain any Patent or by making any untimely public disclosure, sale, offer for sale or customer delivery. No Group Entity has lost, abandoned or impaired any material Patent rights intended for inclusion in the Company Group Intellectual Property by failing to file, prosecute or maintain any Patent or by making any untimely public disclosure, sale, offer for sale or customer delivery.

(d) Each Group Entity exclusively owns and possesses all right, title and interest in and to the Company Group Intellectual Property and Company Technology owned or purported to be owned by it, free and clear of all Liens other than Permitted Liens, and which is used in or necessary to conduct the Business and to develop, manufacture, test, validate, market, sell, license, distribute, maintain, support, modify and commercialize the Company Products, including Company Products under development. No Company Group Intellectual Property or Company Technology is jointly owned, subject to any reversion, termination, retained-right, grant-back or obligation-to-assign provision, or subject to any ownership claim by any Affiliate, current or former Company Service Provider or other Person. All Liens on Company Group Intellectual Property or Company Technology securing Closing Indebtedness will be released in full at or prior to the Closing.

(e) Each founder and each current or former employee, contractor, consultant, developer, offshore resource and other Person who conceived, created, authored, reduced to practice or otherwise contributed to any material Company Group Intellectual Property or Company Technology has executed a valid and enforceable written agreement containing presenttense assignment and work-made-for-hire provisions assigning to the applicable Group Entity all right, title and interest in such contributions, confidentiality and non-use obligations, waivers of moral rights to the fullest extent permitted by applicable Law and further-assurances obligations. No such agreement contains any exclusion, retained right or other material deviation from the forms made available to Buyer that adversely affects the applicable Group Entity's rights in any material Company Group Intellectual Property, and no Person is in breach of or has asserted any claim under any such agreement. Each acquisition or transfer involving Xiphos, G3, CyberRadio, CRS or any other acquired, predecessor or transferred business validly transferred to a Group Entity all Intellectual Property and technology intended to be acquired or transferred. All assignments and other instruments required to evidence or record such ownership have been executed and, where applicable, recorded.

(f) The Company Group Intellectual Property, Company Technology, Company Data owned or licensed by the Company Group, and all Intellectual Property, Software, data, AI Technologies and Technical Documentation licensed or otherwise made available to the Company Group under the Inbound Licenses constitute all Intellectual Property, technology, data, know-how, documentation and related rights used in or necessary to conduct the Business and to develop, manufacture, test, validate, market, sell, license, distribute, maintain, support, modify and commercialize the Company Products, immediately after the Closing in substantially the same manner and on the same terms as immediately before the Closing. No material item necessary for the foregoing is held solely by a current or former Company Service Provider, Affiliate, vendor or other third party, and no material key-person or vendor dependency would prevent qualified personnel of the Company Group from continuing the Business after the Closing.

(g) Each Intellectual Property Agreement is valid, binding and enforceable against the applicable Group Entity and, to the Knowledge of the Company, each other party thereto. Each Group Entity has complied in all respects with all scope-of-use, seat, field-of-use, territorial, sublicensing, deployment, distribution, royalty, fee, reporting, audit, attribution, notice, pass-through and other obligations under each Intellectual Property Agreement. No Group Entity has received or made any written notice of material breach, default, termination, non-renewal, audit, underpayment, overuse, noncompliance, waiver, cure or dispute under any Intellectual Property Agreement.

(h) Under each material third-party development, co-development, design, engineering or manufacturing arrangement relating to any Company Product or Company Technology, the applicable Group Entity that is party to such agreement, either owns all deliverables and related Intellectual Property or has a perpetual, irrevocable, worldwide, fully paid-up, transferable and sublicensable right to use, reproduce, modify, create derivative works of, manufacture, have manufactured, market, sell, license, support and otherwise exploit such deliverables for the Business. The Company Group has received and controls all source code, firmware, HDL and FPGA materials, schematics, CAD and Gerber files, manufacturing packages, test materials and other documentation required to exercise such rights, and no consent, additional fee or further grant of rights from the applicable developer, manufacturer or other counterparty will be required as a result of the Closing.

(i) The Technical Documentation is complete, accurate and current in all material respects, is in the possession or control of a Group Entity and is sufficient to enable personnel reasonably skilled in the applicable technology to develop, build, compile, manufacture, assemble, test, validate, deploy, operate, maintain, support, repair, modify and commercialize the Company Products and Company Technology without material assistance from any current or former Company Service Provider, Affiliate, vendor or other third party. No material portion of the Technical Documentation is maintained solely in a personal account, on a personal device or in a repository or system not controlled by a Group Entity.

(j) No source code, firmware source, HDL or FPGA code, bitstream, build material or other source material included in or relating to any Company Product or Company Technology has been disclosed or delivered to any Person except pursuant to agreements that subject the recipient to enforceable confidentiality and use restrictions. No release condition under any such agreement has occurred, and the execution, delivery or performance of this Agreement or the consummation of the Transactions will not trigger any release or expanded access right. The Company Group has all rights necessary to access, use, maintain and modify any third-party source code required for the Business after the Closing, and no Group Entity is obligated to disclose or deliver any source material.

(k) The Company Group owns, or has valid, enforceable and sufficient rights to use, all material trade secrets and know-how of the Company Group. The Company Group has identified and maintains records reasonably sufficient to locate, manage and protect all such trade secrets and know-how. Each such trade secret and item of know-how is in the possession or control of a Group Entity. The Company Group has taken reasonable and appropriate measures to protect the secrecy and confidentiality of its trade secrets and other confidential Company Group Intellectual Property, including written confidentiality and non-use agreements with all Persons having access thereto and access limitations based on business need. No material trade secret or other confidential Company Group Intellectual Property has been lost, improperly disclosed, misused, copied, downloaded, retained or misappropriated, and no current or former Company Service Provider or other Person has asserted any right to retain or use any such information. All material confidential information of third parties used or held by the Company Group was lawfully obtained and has been used and disclosed in accordance with all applicable confidentiality and use restrictions.

(l) Since January 1, 2021, (i) the conduct of the Business and the development, manufacture, use, sale, offer for sale, import, export, license, distribution, support and other commercialization of the Company Products have not Infringed and do not Infringe any Intellectual Property of any Person other than Patents, and (ii) to the Knowledge of the Company, the conduct and activities described in clause (i) have not infringed and do not infringe any Patent of any Person. No Group Entity has received, and there is no pending or threatened, any Proceeding, claim, demand, notice, cease-and-desist letter, license invitation, audit, takedown request, indemnity demand or other allegation concerning Infringement, invalidity, unenforceability, ownership, inventorship, royalty obligations, a required license, a current or former Company Service Provider's obligations to a former employer or other Person, or any breach of a restriction relating to Intellectual Property, Software, source code, Company Data or AI Technologies. No Group Entity is subject to any settlement, covenant, order or other restriction that materially limits the use, ownership, enforcement or exploitation of any Company Group Intellectual Property, Company Technology or Company Product.

(m) To the Knowledge of the Company, no Person is Infringing any material Company Group Intellectual Property, and no Group Entity has waived, released or knowingly acquiesced in any such Infringement.

(n) Each Group Entity has complied with all applicable invention-disclosure, election-of-title, technical-data-rights, Software-rights, marking, reporting and standards obligations, in each case relating to any material customer-, Governmental Authority-, prime-contractor-, Higher-Tier Customer-, university-, nonprofit-, standards-body-, consortium- or other third-party-funded or co-developed technology programs and all standards, patent-pool or consortium commitments that such Group Entity is subject to. No Governmental Authority, customer, prime contractor, educational institution, nonprofit entity, standards body, consortium member or collaborator has any undisclosed ownership, license, disclosure, royalty, enforcement or other right in or to any Company Group Intellectual Property, Company Technology, Company Data or Company Product.

(o) The Company Group maintains complete and accurate records, including current software bills of materials, sufficient to identify all Open Source Materials included in, incorporated into, combined with, linked to, distributed with, embedded in, used to develop or otherwise used in connection with any material Proprietary Software, firmware or Company Product. Each Group Entity has complied in all material respects with all Open Source Licenses, including all attribution, notice, source-offer, source-disclosure, patent, reciprocity and pass-through obligations. No Open Source Materials have been used in a manner that requires or purports to require any Proprietary Software or other Company Group Intellectual Property to be disclosed or distributed in source-code form, licensed for the purpose of making derivative works, made available at no charge, subject to a patent license or nonassertion obligation, made available to users over a network, or otherwise subject to any restriction on use, ownership, licensing or commercialization. The Company has made available all copies of its scans relating to Open Source Materials, and there is no unremediated material noncompliance identified in any such scans. To their Knowledge, no Group Entity has received any claim, demand, notice, inquiry or audit alleging noncompliance with any Open Source License, and no event or circumstance exists that would reasonably be expected to give rise to any such claim, demand, notice, inquiry or audit.

(p) Each material Digital Asset is owned by or registered directly to a Group Entity, or is otherwise validly controlled by a Group Entity, is transferable to the extent transfer is necessary in connection with the Transactions, is in good standing and is not subject to any pending or threatened dispute, suspension, access restriction, impersonation claim, takedown request or ownership claim. No material Digital Asset is held solely in the name or account of a current or former Company Service Provider, Affiliate, agency or other third party.

(q) All AI Technologies have been procured, accessed, used and deployed only through Company-approved accounts and in compliance with all applicable Contracts and Company policies.

(r) All Training Data and other data submitted to, used with or generated through AI Technologies by or for any Group Entity is either owned by the applicable Group Entity or was lawfully obtained under terms that permit the applicable collection, use, training, tuning, validation, testing, benchmarking, modification, creation of derivatives, sharing and post-Closing use. No Group Entity has used data obtained through unauthorized web scraping, crawling or harvesting or submitted any confidential, proprietary, customer, Governmental Authority or third-party information to any AI Technologies in violation of any Contract or confidentiality or use restriction. No provider or other third party has any right to retain, train on, improve its models with, disclose or otherwise use any Company Data, inputs, prompts or outputs. The Company Group owns or has sufficient, transferable and sublicensable rights to use, reproduce, modify, distribute, commercialize and otherwise exploit all material models, model weights, outputs and other materials generated by or for the Company Group using AI Technologies, without restriction that would impair the Business after the Closing.

(s) All material source code, firmware, HDL or FPGA code, designs, documentation, inventions, patent filings, marketing content or other material Company Group Intellectual Property or Company Technology created or materially assisted by Generative AI Technologies has been subjected to review by qualified personnel, including, as applicable, human authorship and inventorship review, provenance review, Open Source Materials and license scanning, similarity review and code-quality review, and the Company Group has obtained sufficient human authorship, inventorship and contractual rights to own or fully exploit each such item. Contracts with developers, contractors and vendors require disclosure of material use of Generative AI Technologies and assignment to the applicable Group Entity of all resulting rights. The Company Group maintains written policies and training governing the use of AI Technologies.

(t) For each AI Product, the Company Group maintains technical documentation sufficient to identify and understand the material AI Technologies, models, data and dependencies used in or with such AI Product and to permit qualified personnel to maintain, modify, debug and improve the AI Product. The Company Group maintains records of material testing, validation, human review and oversight and the basis for material performance, functionality, compatibility and marketing claims relating to AI Products. Such claims are accurate and substantiated in all material respects, and the Company Group has obtained all material customer approvals and has implemented all contractual disclosures, warranties, disclaimers and use restrictions required for the applicable deployment. No Group Entity has received any material complaint, claim, demand or governmental inquiry relating to Intellectual Property ownership, inputs, outputs or other Intellectual Property aspects of its development, use or deployment of AI Technologies.

(u) Neither the execution, delivery or performance of this Agreement nor the consummation of the Transactions will: (i) result in the loss, termination, modification, restriction or impairment of any right in or to any Company Group Intellectual Property, Company Technology, Company Data, AI Technologies or Technical Documentation; (ii) require any consent, notice, payment of any additional fee or royalty or grant of any additional right; (iii) trigger the release, disclosure or delivery of any source code, firmware source, HDL or FPGA materials, model weights or other proprietary materials; (iv) grant to any Person any license, covenant not to sue, ownership interest, security interest or other right in or to any Company Group Intellectual Property, Company Technology or Company Data; or (v) grant to any Person any right in or to any Intellectual Property, technology, data or AI Technologies owned by or licensed to Buyer or any of its Affiliates before the Closing. Immediately following the Closing, all rights covered by this Section 4.16 will be owned by or available to the Company Group on the same terms and conditions as immediately before the Closing.

(v) For the avoidance of doubt, the representations and warranties in this Section 4.16 concerning Company Data address ownership, licensing, confidentiality, permitted use and AI-related rights and do not address cybersecurity, data security or compliance with Privacy Laws, except to the extent expressly stated in this Section 4.16 with respect to rights and consents necessary for the use of Company Data with AI Technologies.

4.17 Employee Benefit Plans.

(a) Schedule 4.17(a) of the Company Disclosure Schedule contains a true, complete and correct list of all Employee Benefit Plans, other than any individual offer letters, employment agreements, consulting agreements, or phantom equity award agreements which are substantially in a form identified on Schedule 4.17(a) of the Company Disclosure Schedule; provided that any material deviations from such forms are separately identified on Schedule 4.17(a) of the Company Disclosure Schedule. Schedule 4.17(a) of the Company Disclosure Schedule separately identifies each Employee Benefit Plan maintained primarily for the benefit of Company Service Providers outside the United States and the applicable jurisdiction.

(b) The Company has made available to Buyer, with respect to each Employee Benefit Plan set forth on Schedule 4.17(a) of the Company Disclosure Schedule (to the extent applicable thereto), true, complete and correct copies of: (i) the current plan documents, including any material amendments thereto, or, if such Employee Benefit Plan is not in writing, a written description of the material terms of such Employee Benefit Plan; (ii) the two most recently filed annual reports (Form 5500 series (or similar) and schedules and financial statements attached thereto) filed with respect to such Employee Benefit Plan; (iii) the most recent summary plan description, and any summaries of material modifications related thereto; (iv) in the case of any Employee Benefit Plan that is intended to be qualified under Code Section 401(a), the most recent determination, opinion or advisory letter issued by the IRS or any other relevant Governmental Authority with respect to such Employee Benefit Plan; and (v) the most recent annual actuarial valuation or report prepared for such Employee Benefit Plan.

(c) Each Employee Benefit Plan is, and has been, maintained, administered and operated in accordance with its terms and in compliance in all material respects with all applicable Laws, including the *Act Respecting Labour Standards (CQLR c N-1.1),* ERISA, the Code, the Canadian Tax Act, the *Supplemental Pensions Plans Act* (Quebec) or other similar federal or provincial Canadian pension benefits standards legislation and the Voluntary Retirement Savings Plans Act (Quebec). No prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code (and not otherwise exempt under Section 408 of ERISA and Section 4975(c)(2) or 4975(d) of the Code) has occurred with respect to any Employee Benefit Plan. All material contributions and premiums related to each Employee Benefit Plan have been timely paid or made or, to the extent not yet due, properly accrued on the Financial Statements. With respect to each Canadian Employee Benefit Plan that is or should be a registered plan under the Canadian Tax Act, such plan has been duly registered under the Canadian Tax Act and all applicable provincial legislation, and has at all times been administered in compliance in all material respects with its terms and the applicable provisions of such Laws, such that its registered status has not been revoked or, to the Company's Knowledge, proposed to be revoked, or jeopardized, and, to the Company's Knowledge, there are no outstanding material issues or concerns raised by any Governmental Authority with respect thereto.

(d) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely on a favorable opinion letter from the IRS on the form of such Employee Benefit Plan and, to the Company's Knowledge, nothing has occurred that would be reasonably expected to result in the revocation of the qualified status of any such Employee Benefit Plan.

(e) Neither the Company nor any ERISA Affiliate sponsors, maintains, participates in, contributes to or has within the past six (6) years sponsored, maintained, participated in, contributed to or been required to contribute to, or has any Liability (including any contingent Liability) with respect to: (i) any employee benefit plan subject to Section 302 of ERISA, Title IV of ERISA or Section 412 of the Code; (ii) any "multiemployer plan," as defined in Section 3(37) or 4001(a)(3) of ERISA; (iii) any multiple employer plan within the meaning of Section 413(c) of the Code; (iv) any "multiple employer welfare arrangement," as defined in Section 3(40) of ERISA; or (v) any multiemployer pension or benefit plan within the meaning of the applicable federal or provincial pension standards Laws in Canada. Neither the Tax partnership between EPIQ Design Solutions LLC and Cyber Radio Holdings LLC nor Cyber Radio Holdings LLC currently employs or has ever employed any Person or has ever sponsored, maintained, or contributed to any Employee Benefit Plan.

(f) No Employee Benefit Plan provides for post-employment or post-retirement medical or other welfare benefits to any current or former Company Service Provider, except to the extent required by Section 4980B of the Code or any similar applicable Law or coverage through the end of the month in which the termination of employment or retirement occurs. No Employee Benefit Plan is, or has been in the past three (3) years, a self-insured plan that provides medical, dental or welfare benefits to Company Employees.

(g) No material Proceeding (other than routine claims for benefits), including any audit or investigation by any Governmental Authority, is pending or, to the Knowledge of the Company, threatened with respect to (or against the assets of) any Employee Benefit Plan and, to the Company's Knowledge, no Employee Benefit Plan is currently under audit, examination or investigation by any Governmental Authority or is the subject of, or has any unresolved matter under, any voluntary compliance, correction or closing agreement program sponsored by any Governmental Authority.

(h) The Company Group is in compliance in all material respects with (i) the applicable requirements of Section 4980B of the Code and any similar applicable Law, and (ii) the applicable requirements of the Patient Protection and Affordable Care Act of 2010.

(i) Except as expressly contemplated by this Agreement or as set forth on Schedule 4.17(i) of the Company Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the Transactions (either alone or in connection with any termination of employment) will: (i) entitle any Company Service Provider to any severance, retention or change of control benefits, or other compensatory payment under any Employee Benefit Plan; (ii) increase the amount of compensation due to any Company Service Provider under any Employee Benefit Plan; (iii) result in the acceleration of the time of payment or vesting of any benefit to any Company Service Provider under any Employee Benefit Plan; or (iv) result in any payment or benefit that, individually or together with any other payment or benefit, would constitute an "excess parachute payment" within the meaning of Section 280G of the Code. No member of the Company Group is obligated to provide any Company Service Provider or former employee of the Company Group with any gross-up, reimbursement or other payment in respect of any Taxes imposed under Section 4999 or Section 409A of the Code. Upon an employee's termination with a Group Entity, such employee's entitlement under any GRSP or similar registered plan is limited to the vested account balance attributable to employer and employee contributions made as of the date of termination, and the applicable Group Entity has no further obligation to contribute to or maintain such plan for the benefit of such terminated employee.

(j) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and which is subject to Section 409A of the Code has been maintained, operated and administered in all material respects in documentary and operational compliance with Section 409A of the Code.

(k) Each Employee Benefit Plan maintained primarily for Company Service Providers outside the United States has been established, registered, funded, maintained and administered in compliance in all material respects with its terms and applicable Law, and no such Employee Benefit Plan has any material unfunded or underfunded Liability. The Company and each Subsidiary have timely paid all material contributions, premiums, assessments and other amounts required with respect to each statutory plan or program sponsored or administered by a Governmental Authority with respect to which contributions are required by applicable Law and that is applicable to the Company or any Subsidiary, including the Canada Pension Plan, the Québec Pension Plan and any plan or program administered pursuant to applicable health tax, workplace safety insurance, workers' compensation or employment insurance Laws, and have no material unpaid Liability with respect thereto.

(l) Except as set forth on Schedule 4.17(l) of the Company Disclosure Schedule, no Group Entity sponsors, maintains, contributes to or has any Liability (contingent or otherwise) under any "registered pension plan" (as defined in the Canadian Tax Act), any defined benefit pension plan, any deferred profit sharing plan, any individual pension plan, or any SERP.

(m) The Company is, and has at all times been, in compliance in all material respects with the Voluntary Retirement Savings Plans Act (Quebec). To the extent the Company maintains a GRSP or other qualifying retirement plan subject to Quebec law, such plan constitutes a designated plan that exempts the Company from any obligation to offer or contribute to a voluntary retirement savings plan under Quebec law. All required notices, employee communications and opt-out records mandated by the Voluntary Retirement Savings Plans Act (Quebec) have been properly executed and maintained by the Company Group.

(n) With respect to any Employee Benefit Plan maintained, sponsored, or contributed to by a Group Entity in Quebec, including any GRSP: (i) all plan documents, summaries, booklets, enrollment materials, investment descriptions, and member communications have been drafted and made available in French in compliance with applicable Laws; (ii) the Group Entity is not subject to any investigation, inquiry, complaint, notice of violation, or penalty imposed by the Office québécois de la langue française or any other Governmental Authority in connection with the language used in any Employee Benefit Plan materials; and (iii) all required registrations, notices, filings and reports with the Autorité des marchés financiers or other applicable Quebec regulatory authority have been timely made.

4.18 Employee Relations.

(a) No Group Entity is a party to any collective bargaining agreement with any union. Since January 1, 2023, there have been no (i) to the Knowledge of the Company, union organizing activities, (ii) representation petitions filed with the National Labor Relations Board or demands for recognition, with respect to any employees of any Group Entity in their capacity as such, (iii) material unfair labor practice charges, or other material labor-related proceedings, and (iv) material strikes, work stoppages, picketings, slowdowns or other material labor disputes.

(b) Except as set forth in Schedule 4.18(b) of the Company Disclosure Schedule, there is no material Proceeding, investigation or audit pending or, to the Knowledge of the Company, threatened in writing regarding an alleged violation or breach by any Group Entity of any applicable Law governing labor, or employment, including any settlement or resolution thereof within the past three (3) years.

(c) Schedule 4.18(c) of the Company Disclosure Schedule contains a materially true, complete and correct list of each Company Employee as of July 1, 2026 (on a no-name basis, where required by applicable Privacy Laws), together with their respective (i) primary work location, (ii) job title, (iii) date of hire, (iv) status as exempt or non-exempt under applicable wage and hour Laws, (v) base salary or hourly rate, as applicable, and (vi) leave status (if any).

(d) Within the past three (3) years, no Group Entity has implemented any "collective dismissal", "mass layoff" or "plant closing", each as defined under the WARN Act or any similar applicable Law, and no such action is currently planned or contemplated that would reasonably be expected to trigger any notice, consultation or other obligations under the WARN Act or similar applicable Law.

(e) Since January 1, 2023, the Company Group is, and has been, in compliance with all applicable Laws with respect to its employment practices, including those in respect of discrimination, harassment, or retaliation in employment; pay equity; equal employment opportunities; wage and hour; paid time off; unpaid leave; disability accommodations; occupational safety and health; immigration; employee privacy; classification of workers as employees or non-employees; and unfair labor practices; except, in each case, as has not resulted in, and would not reasonably be expected to result in, material Liability to the Company Group.

4.19 Customers and Suppliers. Schedule 4.19 of the Company Disclosure Schedule sets forth a true, complete and correct list of: (a) each of the top 10 customers by revenue of the Company Group during the fiscal year ended December 31, 2025 (each, a "Material Customer"), and (b) each of the top 10 suppliers (including brokers and sales representatives but excluding Employee Benefit Plans and insurance policy providers) by spending of the Company Group during the fiscal year ended December 31, 2025 (each, a "Material Supplier"). Since the Balance Sheet Date through the date of this Agreement, the Company Group has not received written, or, to the Knowledge of the Company, oral, notice from any Material Customer or Material Supplier (i) terminating its business relationship with the Company Group or (ii) indicating an intention to materially reduce the volume of products or services purchased from, or supplied to, the Company Group.

4.20 Privacy and Data Security.

(a) The Business Systems are sufficient for the immediate and anticipated future needs of the Company's Business as currently conducted. The Company has implemented and maintains commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities, and such plans and procedures have been proven effective upon testing in all material respects, and in the last 12 months, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all respects.

(b) The Company has taken commercially reasonable actions to protect the security and integrity of the Business Systems and the data stored or contained therein or transmitted thereby including by implementing industry standard procedures preventing unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program ("Malicious Code"), and the taking and storing on-site and off-site of back-up copies of critical data.

(c) There is no Malicious Code in any of the Business Systems, and the Company has not received any complaints from any customers related to any Malicious Code.

(d) Since January 1, 2023, the Company Group and the conduct of the Business have been in material compliance with all Privacy Laws and the terms of all Contracts relating to the Processing of Personal Information. The Company Group implements and maintains commercially reasonable safeguards designed to protect Personal Information as required by Privacy Laws or the terms of all Contracts relating to the Processing of Personal Information. Since January 1, 2023, no Group Entity has been subject to any Proceedings related to the Processing of Personal Information nor has received any notice or complaint related to Privacy Laws. Since January 1, 2023, there has not been any actual or alleged material breach of security, accidental or unauthorized loss, damage, access, use, modification, or misuse of (i) any Personal Information Processed by the Company or (ii) the Business Systems. The transactions contemplated by this Agreement will not result in any liabilities in connection with any Privacy Laws. The identity of the Company's chief information security officer, or other individual tasked with ensuring information security, is set forth on Schedule 4.20(d) of the Company Disclosure Schedule (such individual, the "Information Officer").

4.21 Anti-Corruption Matters. Since January 1, 2020, through the date of this Agreement, no Group Entity has taken any action that would cause the Company Group to be in violation of the U.S. Foreign Corrupt Practices Act of 1977("FCPA"), the Corruption of Foreign Public Officials Act, Sections 119 to 124 and Section 426 of the Criminal Code of Canada, the Anti-Corruption Act (Quebec), or any similar anti-bribery or anti-corruption Law or regulations applicable to the Company Group (collectively, the "Anti-Corruption Laws"). Since January 1, 2020, no Group Entity has engaged in an internal investigation relating to any actual or potential violation of the Anti-Corruption Laws and, to the Knowledge of the Company, there have been no internal or external allegations that any Group Entity has violated any Anti-Corruption Law. Notwithstanding any other provision of this Agreement, the representations and warranties contained in this Section 4.21 constitute the sole and exclusive representations and warranties of the Company relating to the FCPA, Anti-Corruption Laws and related matters.

4.22 Related Parties Transactions. Except as set forth on Schedule 4.22 of the Company Disclosure Schedule, no Seller or Related Party: (a) has entered into any Contract with any Group Entity other than (i) normal employment Contracts, (ii) Employee Benefit Plans, or (iii) any Organizational Documents of any Group Entity (each, a "Related Party Contract"); (b) is owed or owes any amount from or to any Group Entity (excluding employee compensation, reimbursement of ordinary course business expenses and other ordinary incidents of employment); or (c) has any direct or indirect interest in any property that (i) relates to and is or will be necessary in the present or currently contemplated future operation of the Business, or (ii) is presently owned by or leased by or to any Group Entity.

4.23 Export Control and Sanctions Compliance.

(a) Except as set forth on Schedule 4.23, for the past five (5) years, the Company Group has at all times, conducted its exports, imports, dealings and related transactions in compliance with all applicable U.S. and Canadian export, reexport, import, antiboycott and sanctions Laws (including with respect to all applicable Export Approvals), including the Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security, the sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control, the Export and Import Permits Act administered by Global Affairs Canada, the Customs Act administered by Canada Border Services Agency and the sanctions regulations administered by Global Affairs Canada and Public Safety Canada and all other applicable export control and sanctions Laws of any Governmental Authority having jurisdiction (collectively, "Export Control and Sanctions Laws"). For the past five (5) years, no Group Entity has engaged in an internal investigation relating to any actual or potential violation of the Export Control and Sanctions Laws and, to the Knowledge of the Company, there have been no internal or external allegations that any Group Entity has violated any Export Control and Sanctions Law.

(b) To the Knowledge of the Company, for the past five (5) years, no Group Entity has directly or indirectly sold, exported, re-exported, transferred, or otherwise disposed of the Offerings and Proprietary Software to any destination, entity, or person prohibited by the Laws of the United States or Canada, without Export Approval from the competent Governmental Authority as required by Export Control and Sanctions Laws.

4.24 Government Contracts.

(a) Schedule 4.24(a) of the Company Disclosure Schedule contains a true, complete, and correct list of each "Current Government Contract" (the period of performance for which is not terminated or expired or which has expired but has not yet completed administrative closeout), and Government Bids for non-standard Offerings (pursuant to which a Group Entity offers goods or services of a type that is outside the ordinary course of business) with a projected revenue of more than $1,000,000.

(b) Each Current Government Contract was legally awarded, is a valid, binding and legally enforceable obligation of the Company thereto, and is in full force and effect, except to the extent that enforceability may be limited by the Enforceability Exceptions. No current Government Contract or Government Bid is currently the subject of bid or award protest proceedings. Since January 1, 2020, the Company Group has complied with all applicable Laws regarding Government Contracts or Government Bids and the terms and conditions of each Government Contract and Government Bid.

(c) Since January 1, 2023, no Group Entity, nor its Principals (as defined in Federal Acquisition Regulation ("FAR") §2.101) is or has been suspended or debarred, proposed for suspension or debarment, declared ineligible (other than ordinary course post-employment restrictions) or determined non-responsive by any Governmental Authority from holding, performing or bidding on any Government Contract. No suspension or debarment or ineligibility or non-responsibility proceeding with respect to Government Contracts or Government Bids has been commenced or threatened in writing against any Group Entity, or its Principals, and to the Knowledge of the Company, there are no circumstances that would be reasonably expected to warrant the institution of debarment or suspension proceedings against any Group Entity or its Principals.

(d) Neither any Group Entity nor its Principals has been convicted of, had a civil judgment rendered against them for, or is currently criminally charged or indicted or, to the Knowledge of the Company, under investigation for the commission of fraud (as such concept is defined under the state or federal laws of the United States) or a criminal offense in connection with a Government Contract or Government Bid, violation of antitrust laws, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property.

(e) Since January 1, 2020, (i) there has not been any Proceeding (or any audit or investigation) against the Company Group relating to any Government Contract or Government Bid that has identified or raised issues that have resulted in, or would reasonably be expected to result in, a material claim or other dispute relating to any such Government Contract or Government Bid, (ii) the Company Group has not conducted an internal investigation or made any voluntary or mandatory disclosure to any Governmental Authority with respect to or concerning any actual, alleged or potential violation of applicable Law relating to any Government Contract or Government Bid, (iii) no Government Contract to which the Company Group is or has been a party has been terminated for cause or default and no written notice of termination for cause or default or show cause notice has been issued with respect to any such Government Contract; (iv) no termination for convenience of any Government Contract has resulted in, or would reasonably be expected to result in, any material Liability to or material obligation of the Company Group; and (v) to the Knowledge of the Company, no facts, circumstances, or allegations exist that are reasonably likely to give rise to any of the actions under (i) through (iv) of this subparagraph.

(f) Except as set forth on Schedule 4.24(f) of the Company Disclosure Schedule, within the past four (4) years, no Government Contract was premised or awarded based on any Group Entity's representation that it is a small business, small disadvantaged business, woman-owned small business, service disabled veteran-owned small business, HUBZone small business, participant in the Small Business Administration's 8(a) Business Development program, protégé, or possesses other preferential status afforded by statute or regulation (collectively, "Small Business Status"). Since January 1, 2020, all representations made by any Group Entity at the time of submission of any Government Bid or pursuant to the award of any Government Contract as having Small Business Status or being eligible for any other preferential status under the size standard applicable to such Government Contract or Government Bid were accurate in all respects.

(g) Except as set forth in Schedule 4.24(g) of the Company Disclosure Schedule, the Company Group has not provided technical data, computer software, or other Intellectual Property to any Governmental Authority pursuant to a Government Contract in any manner that gives such Governmental Authority rights in Company Group technical data, computer software, or Intellectual Property greater than or different from the equivalent of commercial license rights, "restricted rights" or "limited rights," as such terms are defined in the FAR and applicable agency FAR supplements. The Company Group has complied in all material respects with all applicable requirements relating to the assertion and protection of restricted or limited rights in technical data and computer software, there is no invention or discovery conceived or first reduced to practice in the performance of any Government Contract which is or may be patentable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.), and there is no pending or unresolved challenge or validation proceeding to any data rights assertion or Intellectual Property restriction made by the Company Group. In each case in which a Group Entity has delivered or otherwise provided any technical data, computer software, or Intellectual Property to any Governmental Authority, Higher-Tier Customer, or other Person in connection with a Government Contract or Government Bid, the Company Group has marked such technical data, computer software, and Intellectual Property with all markings and legends necessary under the FAR or DFARS (as applicable), the applicable Government Contract or Government Bid, and applicable Law to protect such technical data, computer software and Intellectual Property in accordance with the rights intended to be granted under such Government Contract or Government Bid.

(h) Schedule 4.24(h) of the Company Disclosure Schedule sets forth as of the date of this Agreement a true and complete list of all facility security clearances held by the Company Group, and all personnel security clearances held by the Company Group, and any officer, manager, or employee of the Company Group (listed by category only).

(i) The clearances set forth in Schedule 4.24(h) of the Company Disclosure Schedule are all of the facility and personnel security clearances reasonably necessary to conduct the business of the Company Group.

(ii) The Company Group is in compliance with all applicable national security obligations, including, without limitation, those specified in 32 C.F.R. Part 117 (the "NISPOM Rule") and the National Industrial Security Program Operating Manual, DOD 5220.22-M (February 2006) (as amended) ("NISPOM"), as applicable.

(iii) Other than routine audits by the Defense Counterintelligence and Security Agency ("DCSA") (formerly known as the Defense Security Service) of the United States Department of Defense or other Cognizant Security Agency, there has been no audit by a Governmental Authority relating to the Company Group's compliance with the requirements of the National Industrial Security Program or other national security obligation that resulted in material adverse findings against any Group Entity.

(iv) There is no existing information, fact, condition, or circumstance that would reasonably be expected to cause the Company Group to lose any facility security clearance, or to lead to the revocation of any personnel security clearance of the Company's officers, managers, or employees.

(v) Except as set forth on Schedule 4.24(h)(v), the Company Group is not subject to any foreign ownership, control or influence ("FOCI") restrictions or mitigation requirements, other than board resolutions that prohibit unauthorized access to classified information by parent companies or affiliates ("National Security Board Resolutions"), with respect to any Company facility and personnel security clearances. The Company Group is not subject to any national security obligations or restrictions, including without limitation under the NISPOM, that (1) would reasonably be expected to adversely affect any facility clearance held by any Company Group or the performance of any Government Contract, or (2) has been determined by DCSA or any other Governmental Authority to adversely affect, or present a material concern with respect to, any facility clearance held by the Company Group or the performance of any Government Contract. The Company Group is in compliance with all National Security Board Resolutions applicable to the Company Group, and there are no unresolved deficiencies or outstanding corrective actions with respect thereto.

(vi) The Company Group has complied with all applicable requirements under each Government Contract relating to the safeguarding of and access to classified information, controlled unclassified information, and any other sensitive but unclassified information.

(i) Schedule 4.24(i) of the Company Disclosure Schedule lists all U.S. Government property which has been provided to the Company Group pursuant to any Government Contract and which, as of the date of this Agreement, is in the Company Group's possession. The Company Group, when and as required by the applicable Government Contract, has certified to the applicable Governmental Authority in a timely manner that all government property is in good working order, reasonable wear and tear excepted, and otherwise meets the requirements of the applicable Government Contract and applicable Law. There are no outstanding loss, damage or destruction reports that have been or were required to have been submitted to any Governmental Authority in respect of any government property.

(j) All invoices and claims for payment, reimbursement or adjustment, including without limitation requests for progress payments and provisional payments, submitted by or on behalf of the Company Group in connection with a Government Contract were current, accurate and complete in all material respects as of their applicable submission dates.

(k) Since January 1, 2020, all facts set forth in or acknowledged by any representations, certifications or disclosure statements made by or submitted on behalf of the Company Group with respect to each Government Contract and Government Bid were true, accurate, and complete as of the effective date of submission and were made by an authorized representative of the Company Group, and the Company Group has complied with such representations, certifications and disclosure requirements. No Governmental Authority, Higher-Tier Customer, or other Person has notified any Group Entity of any actual or alleged inaccuracy, incompleteness or violation of, or any failure to comply with, any such representation, certification or disclosure requirement.

(l) Since January 1, 2023, the Company Group has not received an adverse past performance evaluation or rating with respect to any Government Contract or Government Bid.

(m) Neither a Governmental Authority nor any Higher Tier Customer under a Government Contract has withheld or setoff, or attempted to withhold or setoff, monies due to the Company Group under any Government Contract, and to the Knowledge of the Company, no facts or allegations exist that are reasonably likely to give rise to such a withholding or set off. No facts exist that could give rise to a claim for price adjustment under the Truthful Cost or Pricing Data statute or to any other request for a reduction in the price or cost of the Government Contracts due to a breach or violation thereof.

(n) There exist (i) no outstanding claims against the Company Group by a Governmental Authority, Higher-Tier Customer, or lower-tier subcontractor or vendor arising under any Government Contract, (ii) to the Knowledge of the Company, no facts that would be likely to form the basis for such a claim, (iii) no disputes between the Company Group and a Governmental Authority, Higher-Tier Customer, or lower-tier subcontractor or vendor arising under any Government Contract, and (iv) to the Knowledge of the Company, no facts over which such a dispute would reasonably be expected to arise in the future.

(o) The Company Group does not have any interest in any pending or potential claims or requests for equitable adjustment against a Governmental Authority, Higher-Tier Customer, or lower-tier subcontractor or vendor arising under any Government Contract, except for routine contract payment transactions.

4.25 Brokers. Except as set forth on Schedule 4.25 of the Company Disclosure Schedule, no broker, finder, or similar agent has been employed or engaged by or on behalf of the Company Group in connection with this Agreement or the Transactions, and no Group Entity has entered into any Contract with any Person for the payment of any brokerage commission, finder's fee, or any similar compensation in connection with this Agreement or the Transactions.

4.26 Competition Act. Neither the aggregate value of the assets in Canada of the Company Group nor the annual gross revenues from sales in, from or into Canada generated by the Company Group exceeds CAD $93 million, in each case as determined in accordance with the Competition Act (Canada) and the Notifiable Transactions Regulations promulgated thereunder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer as follows:

5.1 Representations and Warranties of Seller. Subject to the exceptions and qualifications set forth in the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer as follows:

(a) Capacity; Power and Authority. Seller has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, and perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which Seller is a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of Seller. This Agreement and the other Transaction Documents to which Seller is a party have been duly executed and delivered by Seller, and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, except to the extent that enforceability may be limited by the Enforceability Exceptions.

(b) Organization. Seller is duly formed, validly existing and in good standing under the Laws of the State of Delaware.

(c) Consents; Non-contravention. Except as set forth on Schedule 5.1(c)(i) of the Seller Disclosure Schedule, Seller is not required to give any notice to, make any filing with or obtain any authorization, consent, Order or approval of any Governmental Authority in connection with the consummation of the Transactions. Except as set forth in Schedule 5.1(c)(ii) of the Seller Disclosure Schedule, the execution of this Agreement and the other Transaction Documents and the consummation of the Transactions does not and will not: (i) conflict with or violate any provision of the Organizational Documents of Seller, (ii) result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification, or cancellation or a loss of rights under, any Contract to which Seller is a party, subject or otherwise bound; (iii) violate any Law or Order to which Seller or Seller’s assets or businesses are subject or otherwise bound; or (iv) result in the creation or imposition of any Lien upon any of the assets of Seller; except in each case, as would not reasonably be expected to have an adverse effect on Seller’s ability to perform its obligations under this Agreement.

(d) Title to Interests. Seller has good and valid title to the Interests of the Company owned by Seller free and clear of all Liens, except for restrictions on transfer under Securities Laws and Liens arising under or in connection with the Credit Agreement.

(e) Litigation. There is no Proceeding or Order pending or, to the Knowledge of the Company, threatened in writing against Seller with respect to the Transactions, except in each case, as would not reasonably be expected to have an adverse effect on Seller’s ability to perform its obligations under this Agreement.

(f) Brokers . Except as set forth on Schedule 5.1(f) of the Seller Disclosure Schedule, no broker, finder, or similar agent has been employed or engaged by or on behalf of Seller in connection with this Agreement or the Transactions, and Seller has not entered into any Contract with any Person for the payment of any brokerage commission, finder’s fee, or any similar compensation in connection with this Agreement or the Transactions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company and Seller as follows:

6.1 Capacity; Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, and perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which Buyer is a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of Buyer. This Agreement and the other Transaction Documents to which Buyer is a party have been duly executed and delivered by Buyer, and constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, except to the extent that enforceability may be limited by the Enforceability Exceptions.

6.2 Organization, Existence and Good Standing. Buyer is duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation.

6.3 Consents; Non-contravention. Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent, Order or approval of any Governmental Authority in connection with the consummation of the Transactions. The execution of this Agreement and the other Transaction Documents and the consummation of the Transactions does not and will not: (a) conflict with or violate any provision of the Organizational Documents of Buyer; (b) result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification, or cancellation or a loss of rights under, any Contract to which Buyer is a party, subject or otherwise bound; (c) violate any Law or Order to which Buyer or its assets or businesses are subject or otherwise bound; or (d) result in the creation or imposition of any Lien upon any of the assets of Buyer other than the Permitted Liens; except in each case, as would not reasonably be expected to have an adverse effect on Buyer’s ability to perform its obligations under this Agreement.

6.4 Litigation. There is no Proceeding or Order pending or, to the knowledge of Buyer, threatened in writing against Buyer or its Affiliates with respect to the Transactions, except in each case, as would not reasonably be expected to have an adverse effect on Buyer’s ability to perform its obligations under this Agreement.

6.5 Brokers. No broker, finder, or similar agent has been employed or engaged by or on behalf of Buyer in connection with this Agreement or the Transactions, and Buyer has not entered into any Contract with any Person for the payment of any brokerage commission, finder’s fee, or any similar compensation in connection with this Agreement or the Transactions.

6.6 Sufficiency of Funds; Debt Commitment Letters.

(a) At Closing, Buyer will have sufficient financial resources to pay all of the Aggregate Payments and all fees and expenses required to be paid by Buyer hereunder and under the other Transaction Documents (such amounts, collectively, the “Required Amount”). Buyer understands and acknowledges that under the terms of this Agreement, the obligations of Buyer to consummate the Transactions are not in any way contingent upon or otherwise subject to the consummation by Buyer of any financing arrangements, the obtaining by Buyer of any financing or the availability, grant, provision or extension of any financing to Buyer, including the Debt Financing, and Buyer hereby irrevocably waives any right it may have to not consummate the Transactions as a result of the unavailability of financing from any source.

(b) Buyer has delivered to Seller true and complete copies of the executed debt commitment letter or letters, each dated as of the date hereof, including the exhibits, schedules and annexes thereto, pursuant to which the financial institutions party thereto have committed, subject to the terms and conditions set forth therein, to provide debt financing to Buyer in connection with the Transactions, together with any associated fee letter (the "Fee Letter"), subject, in the case of any such Fee Letter, to customary redactions of fees, pricing caps, market flex and other economic terms that do not adversely affect the amount or availability of such debt financing or impose any additional condition to the funding thereof (collectively, the "Debt Commitment Letters" and the financing contemplated thereby, the "Debt Financing"). It is not a condition to the Closing or to any of Buyer's other obligations under this Agreement that Buyer obtain financing for, or related to, the transactions contemplated by this Agreement. As of the date of this Agreement:

(i) the Debt Commitment Letters are in full force and effect and constitute legal, valid and binding obligations of Buyer and, to the knowledge of Buyer, each of the other parties thereto, in each case subject to the Enforceability Exceptions;

(ii) other than with respect to a Contemplated Arranger Addition, the Debt Commitment Letters have not been amended, modified, withdrawn, rescinded, or terminated in any respect, no amendment or modification to the Debt Commitment Letters is contemplated to the knowledge of Buyer, and the respective commitments contained therein have not been withdrawn, terminated or rescinded in any respect and no party to the Debt Commitment Letters that has a commitment has indicated an intent to so withdraw, terminate or rescind such commitment;

(iii) Buyer is not in material breach of any of its obligations under the Debt Commitment Letters, and Buyer has not received written notice from any other party to a Debt Commitment Letter alleging any material breach or default thereunder;

(iv) Buyer has paid all commitment and other fees required to be paid by it under the Debt Commitment Letters on or prior to the date of this Agreement;

(v) there are no side letters, Contracts or other agreements or arrangements to which Buyer or any Affiliate thereof is a party related to the Debt Commitment Letters or the Debt Financing that could reasonably be expected to limit, affect or impair the availability of the Debt Financing necessary to consummate the Closing if the terms or conditions to be satisfied by Buyer contained in the Debt Commitment Letters are satisfied;

(vi) there are no conditions precedent to the funding of the Debt Financing or to any other financing required for the Buyer to pay the Required Amount at Closing other than those expressly set forth in the Debt Commitment Letters; and

(vii) assuming the satisfaction of the conditions set forth in Sections 8.1 and 8.3, Buyer has no knowledge of any fact, occurrence, event or circumstance that would reasonably be expected to cause the Debt Financing not to be available to Buyer on the Closing Date.

The aggregate proceeds contemplated by the Debt Commitment Letters, together with cash on hand and other financial resources available to Buyer, will be sufficient for Buyer to pay the Required Amount.

6.7 Investment Canada Act. Buyer is a World Trade Organization investor within the meaning of the Investment Canada Act (Canada).

ARTICLE VII
COVENANTS

7.1 Conduct of the Company Prior to the Closing.

(a) Unless Buyer otherwise consents and except as otherwise required by applicable Law or required or permitted by this Agreement or set forth on Schedule 7.1(a) of the Disclosure Schedules, during the period from the date of this Agreement to the earlier of the Closing and the date on which this Agreement is terminated in accordance with Article IX (such period, the "Pre-Closing Period"), the Company shall, and shall cause each of the other Group Entities to, (i) use its reasonable best efforts to carry on the business of the Group Entities in the ordinary course of business, (ii) use its reasonable best efforts to maintain and preserve the assets, goodwill and ongoing operations of their business and their relationships with employees, customers, vendors, suppliers, lessors and other material business relationships, and (iii) use reasonable efforts to maintain each of the insurance policies set forth on Schedule 4.8 of the Company Disclosure Schedule, including payment of any premiums thereunder.

(b) Except as otherwise required by applicable Law or required or permitted by this Agreement or set forth on Schedule 7.1(b) of the Company Disclosure Schedule, during the Pre-Closing Period, the Company shall not (and shall cause each of the other Group Entities (including, for purposes of clause (viii) below, each Group Tax Entity) not to) take any of the following actions without the prior consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) issue, transfer, sell, pledge or otherwise encumber any Equity Securities of any Group Entity (other than Equity Securities of any Subsidiary of the Company, to the extent held by any other Group Entity);

(ii) create any Lien on any material assets, rights or properties (whether tangible or intangible) of any Group Entity, other than Permitted Liens;

(iii) sell, assign, transfer, lease, license or otherwise dispose of, or agree to sell, assign, transfer, lease, license or otherwise dispose of, any of the material fixed assets of any Group Entity except in the ordinary course of business;

(iv) acquire (by merger, consolidation or combination, or acquisition of stock or assets) the Equity Securities of any Person or substantially all the assets thereof;

(v) establish or acquire any Subsidiary;

(vi) except as required pursuant to the terms of any Employee Benefit Plan or Contract in effect as of the date of this Agreement or in the ordinary course of business consistent with past practice, (A) materially increase, or decrease the salary or wage rate, target bonus opportunity, commission rate or opportunity or other incentive compensation of any officer, other member of key management or Company Employee with annual base compensation that equals or exceeds $250,000, other than annual merit or promotion-related salary or wage increases (and corresponding target bonus or cash incentive opportunity increases) in the ordinary course of business consistent with past practice; (B) grant or pay to any Company Service Provider any change in control, retention or transaction bonus or any severance or termination pay; (C) accelerate the payment, vesting or funding of any material compensation or benefits under any Employee Benefit Plan; (D) adopt or materially amend any material Employee Benefit Plan, except with respect to (x) renewals of Employee Benefit Plans providing health or welfare benefits and (y) entrances into standard offer of employment letters or employment Contracts with new hires or standard separation and release agreements with terminating Company Employees in the ordinary course of business consistent with past practice, to the extent such new hires and terminations are permitted under clause (E) hereof; (E) hire or terminate (other than for cause, or due to death or disability) any officer, other member of key management or Company Employee with annual base compensation that equals or exceeds $250,000 (other than to fill any vacancy as of the date of this Agreement or to replace any Company Service Provider who ceases to be employed or engaged by a Group Entity after the date of this Agreement but prior to the Closing Date); (F) enter into or materially amend any employment, severance, or retention Contract or arrangement with any officer, other member of key management or Company Service Provider with annual base compensation that equals or exceeds $250,000 (except for entrances into employment letters or Contracts or separation agreements as permitted by clause (D)); (G) implement or announce any material reduction in force, furlough, mass layoff, or plant closing; or (H) materially change the key management structure of the Company Group;

(vii) make a material change in any method of financial accounting or financial accounting practice used by any Group Entity, other than such changes as are required by or necessary to comply with GAAP;

(viii) (A) make, change or rescind any income or other material Tax election, (B) change any annual Tax accounting period, (C) adopt or change any material Tax accounting method, (D) file any Tax Return outside the ordinary course of business or file any amended Tax Return, (E) apply for, enter into or obtain any closing agreement, voluntary disclosure agreement, ruling or other Contract, agreement or arrangement with any Tax Authority relating to Taxes, (F) settle any audit, examination, claim or other action or Proceeding relating to Taxes, (G) surrender any right to claim any refund of Taxes, or (H) consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, in each case except as required by applicable Law;

(ix) amend the Company Certificate of Formation or Company LLCA;

(x) modify or amend, cancel, terminate or waive any material rights under any Material Contract, or enter into any Contract that would have been a Material Contract had it been entered into prior to the date of this Agreement, in either case, except in the ordinary course of business or enter into any new Lease or materially amend, renew, extend, surrender or terminate any Lease (other than extensions of any Lease in the ordinary course of businesses on substantially the same terms and conditions as the applicable existing Lease);

(xi) make any uncommitted capital expenditures in excess of $1,500,000 in the aggregate;

(xii) abandon, cancel, disclaim, dedicate to the public, permit to lapse, fail to prosecute, maintain or renew, or materially narrow the scope of any Registered Intellectual Property;

(xiii) sell, assign, transfer, license, sublicense, covenant not to sue, encumber, disclose or otherwise dispose of any material Company Group Intellectual Property, Company Technology, Company Data, Technical Documentation, source code or trade secret, other than non-exclusive customer licenses granted in the ordinary course of business;

(xiv) amend, terminate, waive any material right under or consent to any materially adverse action under any Intellectual Property Agreement that is material to the Business or any Company Product, other than renewals, amendments, extensions, statements of work, purchase orders or other similar actions taken in the ordinary course of business;

(xv) incorporate, link, combine, distribute or otherwise use any new Open Source Materials under a reciprocal, copyleft, network-copyleft or source-available license in or with any material Proprietary Software or Company Product, or materially change the manner of use or distribution of any Open Source Materials, in each case, in a manner that could trigger source-code disclosure, source-offer, patent, reciprocity or other material obligations;

(xvi) authorize the use of any new Third-Party Generative AI Product to develop any material Company Group Intellectual Property, Company Technology or Company Products, submit any Company, customer, Governmental Authority or third-party confidential information to any AI Technologies, in each case, except in accordance with the Company Group's written policies and controls;

(xvii) settle or compromise any material Intellectual Property or AI-related claim, admit Infringement, invalidity, unenforceability, ownership or inventorship, grant any license or covenant not to sue in connection with such settlement, or knowingly fail to enforce any material Company Group Intellectual Property against a material Infringement;

(xviii) liquidate or dissolve; or

(xix) enter into any Contract to take, or cause to be taken, any of the actions set forth in this Section 7.1(b).

(c) During the Pre-Closing Period, the Company shall, and shall cause each other Group Entity to: (i) use commercially reasonable efforts to timely pay all fees and take actions reasonably required to prosecute, maintain and renew any material Registered Intellectual Property; (ii) preserve all material invention disclosures; (iii) preserve all repositories, Technical Documentation and other materials relating to Company Products and Company Technology, in accordance with its existing data retention policies and procedures, in each case except as would not be material to the Company Group as a whole; and (iv) use commercially reasonable efforts to maintain the confidentiality of the material trade secrets and material know-how included in the Company Group Intellectual Property.

7.2 Access to Information; Financing Cooperation.

(a) Subject to the terms of the Confidentiality Agreement, during the Pre-Closing Period, upon reasonable prior written notice and during normal business hours and subject to restrictions in any Lease, the Company shall, and shall cause each Group Entity to, (i) afford the officers, employees and authorized agents and representatives of Buyer reasonable access to the offices, properties, officers, Contracts, books and records of the Company Group, and (ii) furnish to the officers, employees and authorized agents and representatives of Buyer such additional financial and operating data and other information regarding the assets, properties and business of the Company Group as Buyer may from time to time reasonably request; provided, however, that (A) none of the foregoing shall unreasonably interfere with any of the operations or business activities of any Group Entity, (B) all requests for access shall be directed to a single designated representative of the Company (to be identified by the Company in writing), (C) Buyer shall not contact any customers, suppliers, employees (other than officers designated by the Company), lenders, lessors or other material business relations of any Group Entity without the prior written consent of the Company, in each case other than contacts with such Persons unrelated to the Transactions, (D) Buyer shall be responsible for any damage to any real property leased by any Group Entity or any other assets or property of any Group Entity caused by Buyer or any of its representatives and (E) Buyer and its representatives shall not be permitted to perform any environmental sampling or testing at any real property leased or operated by any Group Entity, without the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed).

(b) Buyer shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to arrange and consummate the Debt Financing on the terms and conditions described in the Debt Commitment Letters (including complying with any request exercising so-called “flex” provisions), on or prior to the Closing Date, including using reasonable best efforts to (A) maintain in effect the Debt Commitment Letters in accordance with their terms until the transactions contemplated hereby are consummated, (B) satisfy on a timely basis (or obtain the waiver of) all conditions applicable to Buyer in the Debt Commitment Letters and such definitive agreements to be entered into in accordance with the Debt Commitment Letters, (C) negotiate in good faith and enter into definitive agreements (such agreements, together with the Debt Commitment Letters and the Fee Letter, the “Debt Financing Documents”) on terms and conditions relating to the receipt or funding of the Debt Financing no less favorable to Buyer than those contained in the Debt Commitment Letters (giving effect to any “market flex” provisions in the Fee Letter) or on such other terms that would not adversely impact or delay in any material respect the ability of Buyer to consummate the transactions as contemplated by this Agreement, and (D) comply in all material respects with its obligations under the Debt Financing Documents and consummate the Debt Financing at or prior to Closing. Buyer shall, upon written request of Seller, promptly inform Seller in reasonable detail of the status of its efforts to arrange the Debt Financing. Subject to the terms and conditions of the Debt Commitment Letters, Buyer shall use its reasonable best efforts to cause the lenders and other Persons providing the Debt Financing to fund on the Closing Date the Debt Financing required to consummate the transactions contemplated hereby.

(c) Buyer shall not, without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), permit, agree to or consent to (i) the early termination of any Debt Commitment Letter, or (ii) any amendment or modification to be made to any Debt Commitment Letter (provided that Buyer may modify or amend the Debt Commitment Letters solely to add lenders, lead arrangers, bookrunners, syndication agents or similar entities that have not executed the Debt Commitment Letters as of the date hereof (such modification or amendment, a "Contemplated Arranger Addition")), if such amendment or modification would (A) impose new or additional conditions precedent or expand upon the conditions precedent set forth therein, or (B) individually or in the aggregate, adversely affect, prevent, delay or impair, in each case in any material respect, the ability of Buyer to consummate the transactions contemplated hereby or the transactions contemplated by the Debt Commitment Letters or the availability of the Debt Financing. Upon any such modification or amendment of the Debt Commitment Letters in accordance with this Section 7.2(c), the term "Debt Commitment Letters" as used herein shall mean the Debt Commitment Letters as so modified or amended. Without limiting the generality of the foregoing, Buyer shall give Seller prompt written notice: (A) of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, could reasonably be expected to give rise to any breach or default) by any party to any Debt Commitment Letter or definitive document related to the Debt Financing of which Buyer becomes aware that could materially delay or prevent the Closing; (B) of the receipt of any written notice or other written communication from any lender or Debt Financing Source with respect to any (x) actual breach, default, termination or repudiation by any party to any Debt Commitment Letter or any definitive document related to the Debt Financing or any material provisions thereof with respect to the obligation to fund the Debt Financing or the amount of financing to be funded at the Closing or (y) material dispute or disagreement between or among any parties to any Debt Commitment Letter or any definitive document related to the Debt Financing (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Debt Financing or the definitive documents in connection therewith); and (C) if for any reason Buyer believes in good faith that it will not be able to obtain the Debt Financing in an amount that, when taken together with available cash and other available sources of cash, is sufficient to fund the Required Amount. Upon written request of Seller, Buyer shall promptly provide any information reasonably requested by Seller relating to any circumstance referred to in clause (A), (B) or (C) of the immediately preceding sentence. In the event that the Debt Financing or any portion thereof becomes unavailable prior to Closing in an amount that, when taken together with available cash and other sources of cash available to Buyer, is insufficient to fund the Required Amount, Buyer shall use its reasonable best efforts to arrange and obtain alternative debt financing in an amount sufficient, when taken together with any available Debt Financing and any available cash, to pay the Required Amount, and shall not, without the prior consent of Seller, include any conditions to the receipt or funding of such replacement financing that are materially more onerous than or in addition to the conditions set forth in the Debt Commitment Letters in effect on the date hereof or that reasonably could be expected to prevent or materially delay the consummation of the transactions contemplated hereby. The obligations under this Section 7.2(c) shall apply equally to any such alternative financing (including any new financing commitments).

(d) The Company shall, and shall cause each Group Entity to, and shall use its commercially reasonable best efforts to cause each of the Company's representatives to, provide all cooperation that is reasonably requested by the Buyer in connection with the Debt Financing (including, (i) in connection with the prepayment of Covered Indebtedness, including the Credit Agreement, and (ii) provide all historical financial and related information relating to the Company that is required to permit the Buyer to prepare the information in connection with the Debt Financing). Without limiting the generality of the foregoing, (A) the Company shall, and shall cause the other Group Entities to, use commercially reasonable best efforts to cause appropriate members of senior management of the Company Group, at reasonable times and upon reasonable advance notice, to participate in a reasonable number of meetings, conference calls, due diligence sessions and lender, investor or rating agency presentations in connection with any such financing and to reasonably assist Buyer and its financing sources in the preparation of customary lender or investor presentations, confidential information memoranda, offering memoranda, representation letters and other customary marketing materials relating to the Company Group, (B) the Company shall also furnish, at least three (3) Business Days prior to the Closing Date, such documentation and information regarding the Company Group as has been reasonably requested in writing by Buyer at least ten (10) Business Days prior to the Closing Date and is required by applicable "know your customer," anti-money laundering and beneficial ownership rules and regulations and (C) the Company shall, and shall cause the other Group Entities to, use commercially reasonable best efforts to provide customary information reasonably requested by Buyer in connection with the preparation of lien searches and collateral schedules. The foregoing notwithstanding: (I) no obligation of any Group Entity nor any other Person undertaken pursuant to this Section 7.2(d) shall be effective until the Closing; (II) none of the Group Entities nor any of their Representatives shall be required to take any action that would cause (1) any representation or warranty set forth in Article IV to be inaccurate or breached, (2) any closing condition of the Group Entities set forth herein to fail to be satisfied or (3) any other breach of this Agreement; (III) such assistance shall not require the giving of representations or warranties to any third parties or the indemnification thereof that, in the good faith determination of the Company, is not true; (IV) such assistance shall not require the waiver or amendment of any terms of this Agreement or any other Transaction Document; (V) such assistance shall not cause any director, officer or employee of any Group Entity to incur any personal liability; (VI) such assistance shall not require the provision of cooperation to the extent that it could reasonably be expected to conflict with or violate any applicable Law or result in a breach of, or a default under, any Contract; and (VII) such assistance shall not require the Company to provide information that is not reasonably obtained from the books and records of the Group Entities without undue burden or expense. Notwithstanding anything to the contrary herein, any material failure of the Group Entities to comply with this Section 7.2(d) shall not give rise to a failure of the condition set forth in Section 8.3(a) unless (y) the Buyer has notified the Company of such failure in writing in a reasonably sufficient amount of time prior to the Closing Date to afford the Group Entities with reasonable opportunity to cure such failure and (z) the Debt Financing has not been obtained as a result of the Group Entities' breach of their obligations under this Section 7.2(d).

(e) Notwithstanding the foregoing, no Group Entity nor any of their respective pre-Closing directors, officers, employees or other Representatives shall be required to provide access to, or to disclose, any information, document or other material to the extent that, in the Company's reasonable judgment, such access or disclosure would (i) waive, jeopardize or otherwise result in the loss of any attorney-client privilege, attorney work product protection or other legal privilege, protection or immunity of any Group Entity, (ii) contravene or violate any applicable Law or any judgment, order or decree of any Governmental Authority, (iii) breach, violate or result in a default under, or give rise to any right of termination, cancellation or acceleration under, any Contract or other binding obligation to which any Group Entity is a party or by which it or its assets are bound (other than any prepayment notices required hereunder), (iv) result in the disclosure of competitively sensitive information, trade secrets or personal data, or (v) relate to the sale process for the Company Group or any other strategic alternatives considered by the Company or Seller, including any bids, indications of interest, letters of intent or communications with, or the identity of, any other actual or potential acquirer; provided, however, that, in the case of clauses (i) through (iv), the Company shall use reasonable best efforts to provide such access or disclosure in a manner that does not result in any of the foregoing consequences.

(f) Notwithstanding anything to the contrary in this Section 7.2, prior to the Closing, neither Seller nor any Group Entity shall be required to: (i) incur any liability or obligation in connection with any financing of Buyer, (ii) pay any commitment or other fee or incur any other cost or expense in connection with the Debt Financing (other than costs of the Group Entities to the extent subject to reimbursement by Buyer hereunder), (iii) pass resolutions or consents to approve or authorize the execution of the Debt Financing or execute or deliver any definitive agreements related to the Debt Financing, or (iv) provide any legal opinion or accountants' cold comfort letter or reliance letter or provide any certificate or representation regarding the solvency of Buyer or the Company Group on a pro forma basis. Buyer shall promptly reimburse Seller and the Company Group for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the financing cooperation contemplated by this Section 7.2.

(g) Buyer shall indemnify, defend and hold harmless Seller and its Affiliates and their respective Representatives from and against, and shall pay and reimburse Seller and its Affiliates and their respective Representatives for, any and all losses, claims, damages, costs, expenses, liabilities or judgments, including reasonable attorneys' fees and disbursements incurred or sustained by, or imposed upon, it or any of them in connection with the arrangement of the Debt Financing and the performance of their respective obligations under this Section 7.2 and any information used in connection therewith, except to the extent such losses result from (i) the gross negligence or willful misconduct of such indemnified Person, (ii) historical financial records provided pursuant to this Section 7.2 by or at the direction of such indemnified Person on behalf of the Group Entities (but expressly excluding projections, estimates and other non-historical data) or (iii) the Company's willful breach of its obligations under this Section 7.2 relating to the Debt Financing.

(h) During the Pre-Closing Period, the Company shall use reasonable best efforts to complete and supplement its responses to Buyer's outstanding Intellectual Property and AI diligence requests. As a condition to providing any access or information to any representative, advisor, consultant, financing source or other Person acting on behalf of Buyer (other than Buyer's officers, directors and employees), the Company may require that such Person execute and deliver to the Company (i) a confidentiality agreement or joinder to the Confidentiality Agreement, in form and substance reasonably satisfactory to the Company, and (ii) a customary "clean-team" or access letter agreement, in form and substance reasonably satisfactory to the Company.

7.3 Confidentiality. Buyer hereby agrees to be bound by the Confidentiality Agreement and comply with the terms of the Confidentiality Agreement, as if a party thereto, the terms of which are hereby incorporated into this Agreement by reference and shall continue in full force and effect until the Closing or until such agreement terminates pursuant to its terms, such that the information obtained by Buyer, or its Affiliates or their respective officers, employees, agents, or other representatives, during any investigation conducted pursuant to Section 7.2, or in connection with the negotiation and execution of this Agreement or the consummation of the Transactions, or otherwise, shall be governed by the terms of the Confidentiality Agreement.

7.4 Efforts; Consents; Regulatory and Other Authorizations.

(a) Upon the terms and subject to the conditions of this Agreement, each party to this Agreement shall use commercially reasonable efforts to (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to promptly consummate and make effective the Transactions, (ii) obtain all authorizations, consents, orders and approvals of, and give all notices to and make all filings with, all Governmental Authorities and other Persons that may be or become necessary for the performance of its obligations under this Agreement and the consummation of the Transactions, including those authorizations, consents, orders, approvals, notices and filings set forth in the Company Disclosure Schedule or the Seller Disclosure Schedule, (iii) lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to this Agreement to consummate the Transactions and (iv) fulfill all conditions to the other parties' obligations under this Agreement. Upon the terms and subject to the conditions of this Agreement, each party to this Agreement shall cooperate fully with the other parties to this Agreement in promptly seeking to obtain all such authorizations, consents, orders and approvals, giving such notices, and making such filings. Buyer shall bear all filing fees payable in connection with any filing under the HSR Act or other applicable Antitrust Law. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, in connection with obtaining such authorizations, consents, orders and approvals from third parties, no party shall be required to make payments to any Person or grant any concession, except as explicitly set forth herein.

(b) In furtherance and not in limitation of the terms of Section 7.4(a), (i) to the extent required by applicable Law, Buyer and, where applicable, the Company shall file, or cause to be filed, (A) a Notification and Report Form pursuant to the HSR Act with respect to the Transactions within ten (10) Business Days of the date of this Agreement (including a request for early termination of the applicable waiting period under the HSR Act), and (B) any required notification to any other Governmental Authority with respect to the Transactions as set forth in the Company Disclosure Schedule or Seller Disclosure Schedule as promptly as reasonably practicable after the date hereof, and (ii) each of Buyer and the Company shall (A) supply (and cause their respective Affiliates to supply) the other party or its outside counsel with any information that may be required or requested by any Governmental Authority in connection with such filings or submissions, (B) comply with (and cause their respective Affiliates to comply with) any request for additional information and materials that may be issued by the Federal Trade Commission (the "FTC"), the Department of Justice (the "DOJ") or other Governmental Authorities in which any such filings or submissions are made, (C) use their respective reasonable best efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as reasonably practicable and to obtain any other required approval, clearance, or waiting period expiration or termination, in connection with any other applicable Law as soon as reasonably practicable, (D) keep the other party or its counsel apprised of any material communications with any Governmental Authority with respect to the Transactions, (E) consult with each other in advance of any meeting or conference with the FTC, the DOJ, or any other Governmental Authority with respect to the Transactions and to the extent permitted by applicable Law or Governmental Authority that each of the parties is given the opportunity to attend any meetings with or appearances before any Governmental Authority with respect to the Transactions, and (F) to the extent permitted by applicable Law or Governmental Authority, permit the other party or its counsel to review in advance any material submission, filing, or communication (and documents and data submitted therewith) intended to be given by it to the FTC, the DOJ, or any other Governmental Authority with respect to the Transactions and reasonably consider such party's suggestions, comments, and input; provided, that materials may be redacted to remove reference concerning the valuation of the businesses of Seller or as necessary to address reasonable attorney-client or other privilege concerns and that the parties may, as each deems advisable, reasonably designate any material or information provided to or received by any party under this Section 7.4 as "outside counsel only material." Buyer shall not withdraw any filing, application or notice; stay, toll or extend any applicable waiting period; or enter into any timing agreement with any Governmental Authority under the HSR Act or any other applicable Law without prior consultation with Seller.

(c) In furtherance of the foregoing and upon the terms and subject to the conditions of this Agreement, Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Transactions, including (i) taking action to resolve such objections, if any, as the FTC, the DOJ, or any other Governmental Authority or Person may assert under any applicable Laws with respect to the Transactions, and to avoid or eliminate any impediments under any Law that may be asserted by any Governmental Authority with respect to the Transactions so as to enable the Transactions to be consummated as soon as expeditiously possible.

(d) In furtherance of the foregoing and upon the terms and subject to the conditions of this Agreement, Buyer shall not, and shall cause its Affiliates or Subsidiaries not to (i) take any action that would, or would reasonably be expected to, prevent, materially delay, impair or impede the receipt of any required authorizations, consents, orders or approvals or the consummation of the Transactions, (ii) enter into or consummate any acquisition, merger, consolidation, joint venture, equity investment or other business combination transaction that would reasonably be expected to (A) impose any delay in obtaining, or increase the risk of not obtaining, any authorizations, consents, orders or approvals required under any Antitrust Law in connection with the Transactions, (B) increase the risk of any Governmental Authority entering an Order prohibiting the consummation of the Transactions, (C) increase the risk of not being able to remove any such Order on appeal or otherwise, or (D) otherwise prevent or materially delay the consummation of the Transactions, or (iii) take or agree to take any action that would reasonably be expected to materially delay or prevent the satisfaction of any condition to Closing set forth in Article VIII.

(e) As soon as practicable after the date hereof and in any event so as to allow closing by the Outside Date, Seller shall cause the CGP Registrant to file a pre-closing notification in compliance with subsection 9(2) of the Controlled Goods Regulations (SOR/2001-32) in connection with the transactions contemplated by this Agreement with PSPC with respect to its Controlled Goods Program Registration. In furtherance of the foregoing, Buyer shall use reasonable best efforts to cooperate with Seller and the CGP Registrant in providing such assistance and information as Seller, the CGP Registrant or PSPC may reasonably request in connection with such filing.

(f) Buyer shall use reasonable best efforts to cooperate with the Company Group in connection with the preparation and timely submission of any notification required under Section 1-302(g) and, if necessary, Section 2-302(b), of NISPOM and/or applicable sections of the NISPOM Rule, in each case, in connection with the Transactions. The Company Group shall use reasonable best efforts to cooperate with Buyer in connection with any such notification and any FOCI mitigation measures required by DCSA or any other Governmental Authority, and Buyer shall bear primary responsibility for any structural mitigation that may be required.

7.5 Indemnification; Directors' and Officers' Insurance.

(a) From and after the Closing, Buyer shall and shall cause the Company to (i) indemnify and hold harmless each present and former director and officer of each Group Entity (collectively, the "Indemnified Parties"), against any and all damages, losses, costs or expenses incurred or suffered by any of the Indemnified Parties in connection with any Liabilities or any Proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that the relevant Group Entity would have been permitted under applicable Law to indemnify such Indemnified Parties and (ii) advance expenses as incurred by any Indemnified Party in connection with any matters for which such Indemnified Party is entitled to indemnification from Buyer or the Company pursuant to this Section 7.5(a) to the fullest extent permitted under applicable Law or, if greater, the Organizational Documents of the relevant Group Entity; provided, however, that the Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately and finally determined by a court of competent jurisdiction and all rights of appeal have lapsed that such Indemnified Party is not entitled to indemnification under applicable Law, the Organizational Documents of the relevant Group Entity, and pursuant to this Section 7.5(a); provided, further, that this Section 7.5(a) shall not require Buyer or the Company to indemnify any current or former director or officer for any Liability or any Proceeding relating to or arising out of such director's or officer's Fraud.

(b) Buyer shall cause the Company and each Group Entity for a period of not less than six (6) years from the Closing (i) to maintain provisions in its Organizational Documents concerning the indemnification and exculpation (including provisions relating to expense advancement) of each Group Entity's former and current officers, directors and employees that are no less favorable to those Persons than the provisions of the Organizational Documents of each Group Entity, in each case, as of the date of this Agreement, and (ii) not to amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Notwithstanding the foregoing, nothing in this Section 7.5(b) shall require Buyer, the Company, or any Group Entity to indemnify any such current or former director or officer for any Liability or any Proceeding relating to or arising out of such director's or officer's Fraud.

(c) At or prior to the Closing, the Company shall purchase (or cause to be purchased) a prepaid directors' and officers' liability insurance policy or policies (i.e., "tail coverage") (such insurance policy or policies, the "Tail Policy"), which shall (i) cover those Persons who are currently covered by the Company Group's directors' and officers' liability insurance policy or policies (collectively, the "Existing D&O Policy") as of immediately prior to the Closing, (ii) provide coverage for an aggregate period of not less than six (6) years from the Closing with respect to claims arising from facts, events, acts or omissions that occurred on or before the Closing Date, including with respect to the negotiation, execution and performance of this Agreement and the consummation of the Transactions, (iii) contain terms and conditions (including coverage amounts, retentions, exclusions and other material terms) that are no less favorable to the Indemnified Parties than those contained in the Existing D&O Policy as in effect immediately prior to the Closing, and (iv) be obtained from an insurance carrier with an A.M. Best rating of "A-" or better. The premium for the Tail Policy shall be borne solely by Buyer and shall not be treated as a Transaction Expense or otherwise reduce the consideration payable to Seller hereunder. Buyer shall not, and shall cause the Company and each Group Entity not to, take any action after the Closing that would reasonably be expected to limit, reduce or otherwise adversely affect the coverage provided under the Tail Policy.

(d) The terms and provisions of this Section 7.5 are intended to be in addition to the rights otherwise available to the Indemnified Parties by applicable Law or Organizational Document, and shall operate for the benefit of, and shall be enforceable by, the Indemnified Parties and their respective heirs and representatives, each of whom is an intended third party beneficiary of this Section 7.5. Notwithstanding any other provisions of this Agreement, the obligations of Buyer and the Company contained in this Section 7.5 shall be binding upon the successors and assigns of Buyer and the Company. In the event that Buyer or the Company, or any of their respective successors or assigns, (i) consolidates with or merges into any Person, or (ii) transfers all or substantially all of its properties or assets to any Person, then, and in each case, proper provision shall be made so that the successors and assigns of Buyer or the Company, as the case may be, honor the indemnification obligations set forth in this Section 7.5.

7.6 Employee Benefit Matters.

(a) For a period running from the Closing date through December 31, 2027, Buyer shall provide (or cause a Group Entity or another Affiliate of Buyer to provide) to each Company Employee as of immediately prior to the Closing who continues to be employed by Buyer or one of its Affiliates (including any Group Entity) immediately following the Closing (the "Continuing Employees") (i) a base salary or wage rate (as applicable) in each case, that is no less than the base salary or wage rate (as applicable) provided to the Company Employees immediately prior to the Closing, and (ii) other employee benefits (including health, welfare, retirement, severance, vacation and leave benefits, but specifically excluding any annual cash bonus or other short-term cash incentive plans) that are no less favorable in the aggregate than the employee benefits provided to the Company Employees immediately prior to the Closing.

(b) Buyer shall, or shall cause one of its Affiliates (including, following the Closing, any Group Entity) to, credit all service of all Continuing Employees with the Company Group, or any predecessor entities thereto, for purposes of eligibility, participation, benefit accrual under any tax-qualified retirement plan (other than benefit accrual under a defined benefit pension plan) and vesting (other than vesting of equity or equity-based compensation) under any benefit plan or arrangement provided, sponsored, maintained or contributed to by Buyer or its Affiliates (collectively, "Buyer Benefit Plans") in which the Continuing Employees may be eligible to participate after the Closing, except to the extent such credit would result in duplication of benefits for the same period of service or is not permitted under the applicable Buyer Benefit Plan. Buyer shall (or shall cause its Affiliates to) (i) waive all preexisting conditions exclusions, and waiting periods applicable to any Continuing Employee (and his or her eligible dependents) under any Buyer Benefit Plan that is a health or welfare benefit plan, to the extent such exclusions, waiting periods, or restrictions had been satisfied or did not apply to such Continuing Employee (or dependent) under the corresponding Employee Benefit Plan prior to the Closing subject to the terms of the applicable Buyer Benefit Plan and applicable insurance contracts, and (ii) provide each Continuing Employee and his or her dependents with full credit for any co-payments, deductibles and maximum out-of-pocket payments made under an Employee Benefit Plan prior to the Closing for purposes of satisfying any applicable deductible, co-payment or out-of-pocket requirements for the plan year that includes the Closing Date under any Buyer Benefit Plans providing health or welfare benefits, subject to the terms of the applicable Buyer Benefit Plan and applicable insurance contracts. Buyer shall, or shall cause its Affiliates (including, following the Closing, the Company Group) to, recognize all Continuing Employees' accrued but unused vacation and other paid time off accrued through the Closing, to the extent such amounts are included as a current liability in the Closing Net Working Capital Amount.

(c) Buyer shall (or cause a Group Entity or another Affiliate of Buyer to), with respect to each Continuing Employee eligible for an annual bonus with respect to the fiscal year in which the Closing occurs, provide such Continuing Employee with the opportunity to earn an annual bonus for such year based on actual performance in accordance with the applicable bonus programs as in effect immediately prior to the Closing, subject to Buyer's discretion to administer, amend, suspend or terminate such programs.

(d) At the Closing, each award granted under the Xiphos Systems Inc. Incentive Bonus Plan (the "Xiphos Incentive Bonus Plan") that is outstanding immediately prior to the Closing (each, a "Xiphos Incentive Award") will be cancelled and terminated and converted into the right to receive an amount in cash, subject to applicable Tax withholdings and deductions, determined in accordance with the applicable Xiphos Incentive Award holder's Xiphos Incentive Bonus Plan award agreement (the "Xiphos Incentive Bonus Plan Payment"). Buyer shall cause the applicable Group Entity (through its standard payroll processing system) to pay each Xiphos Incentive Bonus Plan Payment in the amount set forth on the Estimated Statement delivered by Seller to the former holder of the applicable Xiphos Incentive Award as soon as practicable (but in all events within sixty (60) days) after the Closing.

(e) As soon as practicable (but in all events within sixty (60) days after) the Closing, Buyer shall (or shall cause one of its Affiliates, including, after the Closing, the Group Entities) to pay to each participant in the EPIQ Design Solutions LLC Change of Control Proceeds Payment Plan (the "CoC Proceeds Plan") as of immediately prior to the Closing such participant's Change of Control Proceeds (as defined in the CoC Proceeds Plan and in the amount set forth on the Estimated Statement delivered by Seller) in cash, subject to applicable Tax withholdings and deductions, and further subject to the participant's timely execution and non-revocation of a release of claims in accordance with such participant's applicable Participation Notice (as defined in the CoC Proceeds Plan).

(f) As soon as practicable (but in all events within sixty (60) days after) the Closing, Buyer shall (or shall cause one of its Affiliates, including, after the Closing, the Group Entities) to pay to each current or former Company Employee that was granted a retention bonus by the Company Group prior to the Closing that becomes due and payable upon the Closing (each, a "CoC Retention Bonus") the amount set forth on the Estimated Statement delivered by Seller in cash equal to such CoC Retention Bonus, subject to applicable Tax withholdings and deductions and further subject to such current or former Company Employee's timely execution and non-revocation of a release of claims in accordance with the agreement documenting such CoC Retention Bonus.

(g) If any payments and other benefits contingent on the consummation of the transactions contemplated by this Agreement (within the meaning of Section 280G(b)(2)(A)(i) of the Code) received by any "disqualified individual" (as defined in Section 280G(c) of the Code) of the Company Group (a "Disqualified Individual") would constitute a "parachute payment" under Section 280G(b) of the Code, then Seller shall, prior to the Closing Date: (a) seek written waivers from the Disqualified Individuals of any such payments or benefits so that all remaining payments or benefits applicable to such Disqualified Individual shall not be deemed to be "parachute payments" within the meaning of Section 280G(b)(2) (such waived payments, the "Waived 280G Payments"); and (b) thereafter, if such waivers are in fact obtained, submit such Waived 280G Payments to the equityholders of the applicable Group Entity or Seller (as applicable) for approval (in a manner intended to meet the requirements of Code Section 280G(b)(5)(B) (the "Section 280G Vote")). To the extent that any contract, agreement, or plan is or will be entered into or adopted by Buyer or any of its Affiliates and any Disqualified Individual in connection with the transactions contemplated by this Agreement that would result in any payment or benefit that would be required to be disclosed to the equityholders in connection with the Section 280G Vote ("New Arrangements"), then Buyer shall deliver to Seller (or its representatives) a copy of such New Arrangement (or a description of all material terms thereof if unwritten) and cooperate with Seller in determining the value of any such payments or benefits for purposes of the Section 280G Vote as soon as reasonably practicable following the date on which such New Arrangement is executed or adopted but no later than ten (10) Business Days prior to the Closing Date; provided, that Seller's obligations with respect to any New Arrangement shall apply only to the extent Buyer timely provides the information reasonably necessary for Seller to include such New Arrangement in the Section 280G Vote (and if Buyer does not timely provide such information, Seller's compliance with this Section 7.6(g) will be determined without regard to such New Arrangements). The form of waiver agreement and other documents prepared by Seller in connection with the Section 280G Vote (including the calculations and analysis for each Disqualified Individual) shall be provided to Buyer for advance review, comment, and approval, which shall not be unreasonably withheld, conditioned or delayed, and Seller shall incorporate any reasonable comments received from Buyer in good faith.

(h) This Section 7.6 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 7.6, expressed or implied, is intended or shall be construed to (i) confer upon any other Person, including any Company Service Provider, any rights (including third party beneficiary rights) or remedies of any nature whatsoever or (ii) constitute an amendment of any Employee Benefit Plan or any Buyer Benefit Plan (or an undertaking to amend any such plan) or require Buyer, any Group Entity, or any of their respective Affiliates to continue, or prevent any such Person from amending, modifying or terminating in accordance with its terms, any Employee Benefit Plan, Buyer Benefit Plan or other employee benefit plan.

7.7 Tax Matters.

(a) Transfer Taxes. All Transfer Taxes imposed with respect to the Transactions shall be borne 50% by Seller and 50% by Buyer. The Party required by Law shall file in a timely manner all necessary documents (including all Tax Returns) with respect to all such Transfer Taxes, and the Parties shall reasonably cooperate in connection with the preparation of all such filings. Each Party shall provide the other with evidence satisfactory to such other Party that such Transfer Taxes have been paid.

(b) Tax Returns. Buyer shall prepare and timely file, or cause to be prepared and timely filed, any Tax Return for any Pre-Closing Tax Period or Straddle Period that is due after the Closing Date (each, a "Buyer Prepared Tax Return"). All Buyer Prepared Tax Returns shall be prepared in a manner consistent with the past practice of the Group Tax Entities (including reporting positions, elections, and accounting and valuation methods) other than as provided in Section 7.7(h). To the extent any such Buyer Prepared Tax Return could reasonably be expected to reduce the amount payable to Seller pursuant to this Agreement, Buyer shall deliver to Seller at least thirty (30) days prior to the due date for the filing of such Buyer Prepared Tax Return a draft of such Buyer Prepared Tax Return for Seller's review, and Buyer shall consider in good faith any comments of Seller provided to Buyer at least fifteen (15) days prior to such due date.

(c) Section 256(9) Election. In the Tax Return of the Company Group under the Canadian Tax Act for the Tax period ending immediately before the Closing Date, Buyer may, at its discretion, cause the Company Group to make an election under subsection 256(9) of the Canadian Tax Act. Neither the Company nor any Group Tax Entity organized under the Laws of Canada will claim a reserve under subsection 20(1)(m) of the Canadian Tax Act in respect of such Tax period.

(d) Cooperation. Buyer, the Company Group and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to Taxes, including access to books and records, as is reasonably requested for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any Proceeding by any Tax Authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, of, or with respect to, the Company Group.

(e) Post-Closing Actions. Buyer and its Affiliates shall not, without Seller's prior written consent (not to be unreasonably withheld, conditioned or delayed) (i) take any action outside the ordinary course of business on the Closing Date after the Closing, (ii) amend or file any Tax Return of, or make or change any Tax election or Tax accounting method with respect to, any Group Entity for a Pre-Closing Tax Period or Straddle Period (including any election under Section 336 or Section 338 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law)), (iii) initiate any voluntary disclosure or similar process with respect to any Group Entity for a Pre-Closing Tax Period or Straddle Period or (iv) extend or waive any statute of limitations or other period for the assessment of Taxes for a Pre-Closing Tax Period or Straddle Period, in each case, to the extent such action could reasonably be expected to reduce the amount payable to Seller pursuant to this Agreement.

(f) Tax Contests. Buyer, the Company Group, and their Affiliates, on the one hand, and Seller and its Affiliates, on the other hand, shall promptly notify each other upon receipt by such party of written notice of any Proceeding or similar event with respect to Taxes or Tax Returns of the Company Group for Pre-Closing Tax Periods or Straddle Periods (a "Tax Contest"). Buyer shall control any such Tax Contest at Buyer's expense; provided, however, that to the extent the resolution of any such Tax Contest could reasonably be expected to reduce the amount payable to Seller pursuant to this Agreement (i) Seller shall, at Seller's expense, be entitled to participate fully in any such Tax Contest and (ii) Buyer shall not settle, resolve or otherwise concede any such Tax Contest without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Agreement or any Organizational Documents governing a Group Entity, all indemnification or reimbursement obligations, if any, requiring Seller or its direct or indirect owners to indemnify or reimburse any Group Entity with respect to any Taxes (imputed or otherwise) set forth in any Organizational Documents governing a Group Entity will be void and of no further force and effect as of the Closing.

(g) Straddle Period Taxes. In the case of any Tax (or refund or credit of any Tax) with respect to any Group Entity that is assessed with respect to a Straddle Period, the amount of such Tax (or refund or credit of such Tax) based on or measured by income, sales, use, receipts or similar items (other than property and ad valorem Taxes) of such Group Entity for the portion of the Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date, and the amount of any other Taxes (or refunds or credits of such Taxes) and any exemptions, allowances or deductions determined for the entire Straddle Period, that in each case relates to the portion of the Straddle Period ending on and including the Closing Date shall equal the amount of such Tax, exemption, allowance, or deduction for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the total number of days in such Straddle Period.

(h) OBBBA. Notwithstanding anything to the contrary in this Agreement, the Group Entities shall be allowed to take any action or make any election permitted under Section 70302(f) of the One Big Beautiful Bill Act, Pub. L. No. 119-21 even if such action or election deviates from the past practice of the Group Entities.

(i) Treatment of Post-Closing Payments(j) . Any payments made to Seller after the Closing, including any payments made pursuant to Section 3.2, shall constitute an adjustment of the Closing Consideration for Tax purposes and shall be treated as such by Buyer and Seller to the greatest extent permitted by applicable Law.

(k) Advisor. If, at any time after the Closing, Buyer or Seller determines or becomes aware that an "advisor" (as defined in the Canadian Tax Act for purposes of sections 237.3 and 237.4) has determined that the Transactions are or would be subject to the reporting or notification requirements under sections 237.3 or 237.4 of the Canadian Tax Act, respectively, or any substantially similar provision of applicable Tax Laws, Buyer or Seller, as the case may be, will inform the other party of its intent, or its advisor's intent, to comply with such requirements and the parties will cooperate with respect to preparing and filing the applicable information returns and/or notifications.

(l) Section 56.4 Election. To the extent applicable, the parties intend that the conditions set forth in section 56.4(7) of the Canadian Tax Act have been satisfied such that section 56.4(5) of the Canadian Tax Act applies to any "restrictive covenants" (as defined in section 56.4(1) of the Canadian Tax Act) granted by any party under this Agreement (collectively, the "Restrictive Covenants"). Accordingly, the parties acknowledge and agree that: (i) no proceeds shall be received or receivable by the Seller for granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Canadian Tax Act; and (ii) the Restrictive Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Interests.

7.8 RWI Policy. Buyer has obtained or will obtain, at Buyer's sole expense, a conditional binder to the RWI Policy. The RWI Policy shall provide that (a) the insurer shall have no, and shall waive and not pursue any and all, subrogation rights against Seller Releasees and (b) Seller Releasees shall, to the extent not a party to this Agreement, be express third party beneficiaries of such waiver. Following the Closing, Buyer shall not cancel, amend or permit the amendment of the provisions of the RWI Policy in any manner that would allow the insurer thereunder or any other Person to subrogate or otherwise make or bring any claim or Proceeding against any Seller Releasee based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, in each case, without the prior written consent of Seller. Buyer acknowledges and agrees that, except in the case of Fraud, from and after the Closing, the RWI Policy (whether or not it is ultimately bound, and whether or not the RWI Policy is sufficient to cover any losses of Buyer or any of its Affiliates) shall be the sole and exclusive remedy of Buyer and its Affiliates and their respective representatives, successors and assigns of whatever kind and nature, at law, in equity or otherwise, known or unknown, which such Persons have now or may have in the future, resulting from, arising out of, or related to any inaccuracy or breach of any representation or warranty contained in this Agreement, and none of such Persons nor any other Person (including any insurer(s) under the RWI Policy) shall have any recourse against any Seller Releasee with respect thereto.

7.9 Release.

(a) Effective as of the Closing, Buyer, on behalf of itself and each of its Related Parties (including the Company Group), or any Person claiming by, through or for the benefit of any of them, and each of their respective successors and assigns, hereby irrevocably, unconditionally and completely waives and releases and forever discharges Seller and its Related Parties (such released Persons, the "Seller Releasees"), in each case, from all demands, Proceedings, causes of action, suits, accounts, covenants, Contracts, losses and Liabilities whatsoever of every name and nature, both in law and in equity, arising out of or related to events, circumstances or actions taken by Seller Releasees or the Company Group related to the Business, the Interests, the Company Group, or the Transactions (including the negotiation thereof and the execution of the Transaction Documents), in each case, occurring or failing to occur at or prior to the Closing, other than in each case, (i) any rights of Buyer under the Transaction Documents, or any enforcement thereof, (ii) claims in respect of Fraud, (iii) commercial agreements or arrangements in effect between any member of the Company Group or any "portfolio company" of Seller or any of Seller's Affiliates, on the one hand, and Buyer or any of Buyer's Affiliates, on the other hand, and (iv) actions or omissions of any Seller Releasee who is a Continuing Employee in such Person's capacity as an officer or employee of any Group Entity. Buyer shall not make, and Buyer shall not permit any of its Related Parties to make, and Buyer covenants never to, and to cause its Related Parties not to, assert or voluntarily assist any Person in asserting any claim or demand, or commence any Proceeding asserting any claim or demand, including any claim for contribution or indemnification, against any of Seller Releasees with respect to any Liabilities released pursuant to this Section 7.9(a).

(b) Effective as of the Closing, Seller, on behalf of itself and each of its Related Parties (excluding the Company Group), or any Person claiming by, through or for the benefit of any of them, and each of their respective successors and assigns, hereby irrevocably, unconditionally and completely waives and releases and forever discharges Buyer, the Company Group and each of their respective heirs, executors, administrators, successors and assigns (such released Persons, the "Buyer Releasees"), in each case from all demands, Proceedings, causes of action, suits, accounts, covenants, Contracts, losses and Liabilities whatsoever of every name and nature, both in law and in equity, arising out of or related to events, circumstances or actions, taken by the Buyer Releasees, in each case, relating to the Business, the Company Group, or the Transactions (including the negotiation thereof and the execution of the Transaction Documents) and occurring or failing to occur at or prior to the Closing, other than in each case, (i) any rights of Seller, its Related Parties and their respective representatives under the Transaction Documents, or any enforcement thereof, (ii) claims in respect of Fraud, (iii) claims for indemnification, advancement of expenses, exculpation, insurance coverage or any similar claim under the Organizational Documents or insurance policies of, or indemnification or similar agreements with, any Group Entity and (iv) claims relating to rights to accrued and unpaid compensation, benefits, or expense reimbursements from any Group Entity. Seller shall not make, and Seller shall not permit any of its Related Parties to make, and Seller covenants never to, and to cause its Related Parties not to, assert or voluntarily assist any Person in asserting any claim or demand, or commence any Proceeding asserting any claim or demand, including any claim for contribution or indemnification, against any of the Buyer Releasees with respect to any Liabilities released pursuant to this Section 7.9(b). Without limiting the generality of the foregoing, Seller, on behalf of itself and each of its Related Parties (excluding the Company Group) or any Person claiming by, through or for the benefit of any of them, and each of their respective successors and assigns, hereby irrevocably, unconditionally and completely waives and releases and forever discharges the Buyer Releasees with respect to any claim regarding the distribution of the Final Closing Consideration that is made in accordance with this Agreement.

(c) Each of Buyer and Seller, on behalf of itself and its respective Related Parties, hereby expressly, knowingly, and voluntarily waives any and all rights and benefits conferred by California Civil Code Section 1542 and any other statute or common law principle of similar effect in any jurisdiction with respect to the releases set forth in Section 7.9(a) and Section 7.9(b). Each of Buyer and Seller, as to itself, further certifies that it has read and understands the following provision of California Civil Code Section 1542:

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.

Each of Buyer and Seller, as to itself, understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542, and any other statute or common law principle of similar effect, is that even if such party or its respective counsel, representatives, or agents hereafter discovers facts or claims in addition to, or different from, those that such party now knows or believes to exist with respect to the subject matter of this Agreement or the releases set forth in this Section 7.9, and which, if known, could have or would have materially affected such party's decision to execute this Agreement or to grant such releases, such party shall nevertheless remain bound by the releases set forth in Section 7.9(a) and Section 7.9(b) and shall have no right to assert any claim for any damages or other relief arising therefrom. Each of Buyer and Seller, as to itself, further acknowledges and agrees that such party intends these consequences to apply to all claims that may exist as of the date of this Agreement or that may arise thereafter, whether known or unknown, suspected or unsuspected, and regardless of whether such party's lack of knowledge or awareness of such claims results from ignorance, oversight, error, negligence, or any other cause.

7.10 Termination of Related Party Contracts. Prior to the Closing, the Company shall terminate each Related Party Contract listed in Schedule 7.10 of the Company Disclosure Schedule.

7.11 Retention of Books and Records . Buyer shall cause the Company Group to retain all books, ledgers, files, reports, plans, operating records and any other material documents pertaining to the Company Group in existence at the Closing for a period of seven (7) years from the Closing Date, and to make the same available after the Closing for inspection and copying by Seller or its representatives at Seller's expense, during regular business hours and upon reasonable request and upon reasonable advance notice.

7.12 Consents. Seller shall, upon Buyer's request and using forms reasonably acceptable to Buyer, use reasonable best efforts to obtain prior to the Closing, and deliver to Buyer at or prior to the Closing, all consents, waivers and approvals under each Contract listed or described on Schedule 7.12. For the avoidance of doubt, (a) the receipt of such consents, waivers or approvals shall not be deemed as a condition to Closing and (b) nothing in this Agreement shall require Seller or any of its Affiliates, directly or indirectly, to make any concessions or pay any amounts to third parties in order to obtain such consents, waivers or approvals.

7.13 Texas Franchise Tax Matter. Seller and the Company shall undertake reasonable best efforts to favorably resolve the matters underlying the Texas Notice of Intent to Forfeit Right to Transact Business ("Texas Notice") addressed to EPIQ Design Solutions LLC and dated July 24, 2026, including by, as necessary, filing all required franchise Tax reports with, and paying any franchise Taxes and related penalties owed to, the appropriate Governmental Authority in the State of Texas within the 45-day window outlined in the Texas Notice and, in all events, prior to the

Closing. Seller and the Company shall keep Buyer reasonably informed with respect to the progress of such efforts, including by providing copies of all communications to and from such Governmental Authority. Notwithstanding anything to the contrary in this Agreement, any amount of Taxes, penalties, and interest related to the Texas Notice that remain under dispute at the time of Closing shall, without duplication, be taken into account and included as an item of Indebtedness.

7.14 Virginia Tax Matter. Seller and the Company shall undertake reasonable best efforts to favorably resolve the matters underlying the Notice of Return Adjustment ("Virginia Notice") addressed to the Company and its Subsidiaries and dated June 5, 2026, including by, as necessary, filing any amended Tax Returns with, and paying any outstanding Taxes and related penalties owed to, the appropriate Governmental Authority in the Commonwealth of Virginia prior to the Closing. Seller and the Company shall keep Buyer reasonably informed with respect to the progress of such efforts, including by providing copies of all communications to and from such Governmental Authority. Notwithstanding anything to the contrary in this Agreement, any amount of Taxes, penalties, and interest related to the Virginia Notice that remain under dispute at the time of Closing shall, without duplication, be taken into account and included as an item of Indebtedness.

ARTICLE VIII
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party to Close. The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) No Governmental Order. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Order which is in effect and has the effect of making the Transactions illegal or otherwise restraining or prohibiting the consummation of the Transactions.

(b) Regulatory Filings. The applicable waiting period, if any, under the HSR Act, shall have expired or been terminated,.

8.2 Conditions to Obligations of the Company and Seller. The obligations of the Company and Seller to consummate the Transactions shall be subject to the satisfaction, fulfillment or written waiver by the Company, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants(b) . (i) The representations and warranties of Buyer set forth in Article VI shall be true and correct (when read without any exception or qualification as to materiality) as of the Closing Date as though then made (except that those representations and warranties that are made as of a specific date need only be true and correct as of such date), except where the failure of such representations and warranties to be true and correct, would not materially and adversely affect the ability of Buyer to pay the Aggregate Payments, to perform its obligations hereunder or to consummate the Transactions and (ii) the covenants and agreements set forth in this Agreement to be performed or complied with by Buyer at or prior to the Closing shall have been performed or complied with in all material respects.

(b) Closing Deliverables(c) . Buyer shall have delivered, or caused to be delivered, to Seller the items set forth in Section 2.3(a).

8.3 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction, fulfillment or written waiver by Buyer, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the Company set forth in Article IV and of Seller set forth in Article V, in each case, other than the Fundamental Representations and the representation and warranty set forth in clause (ii) of the first sentence of Section 4.7, shall be true and correct (when read without any exception or qualification as to materiality or Material Adverse Effect) as of the Closing Date as though made on the Closing Date (except that those representations and warranties that are made as of a specific date need only be true and correct as of such date), except to the extent that the failure of any such representations and warranties to be true and correct, individually or in the aggregate, has not had a Material Adverse Effect, (B) each Fundamental Representation shall be true and correct in all respects to the extent such Fundamental Representation is qualified as to materiality or Material Adverse Effect and shall be true and correct in all material respects to the extent such Fundamental Representation is not so qualified as to materiality or Material Adverse Effect, in each case, as of the Closing Date as though made on the Closing Date (except that those representations and warranties that are made as of a specific date need only be true and correct in all material respects as of such date) and (C) the representation and warranty set forth in clause (ii) of the first sentence of Section 4.7 shall be true and correct in all respects as of the Closing Date as though made on the Closing Date and (ii) the covenants and agreements set forth in this Agreement to be performed or complied with by the Company or Seller at or prior to the Closing shall have been performed or complied with in all material respects.

(b) Closing Deliverables. Seller shall have delivered, or caused to be delivered, to Buyer the items set forth in Section 2.3(b).

(c) No Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect has occurred.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and Seller;

(b) by either Seller, on the one hand, or Buyer, on the other hand, by written notice to the other party if any Governmental Authority with jurisdiction over such matters shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the Transactions, and such Order shall have become final and unappealable; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to any party whose breach of any representation, warranty, covenant or other obligation under this Agreement has been the primary cause of, or has primarily resulted in, the issuance of such Order or the failure of such Order to be vacated, lifted or made inapplicable to the Transactions;

(c) by either Seller, on the one hand, or Buyer, on the other hand, by written notice to the other party if the Transactions shall not have been consummated on or before the date that is three (3) months following the date of this Agreement (the "Outside Date"); provided, that if all the conditions to the Closing other than the conditions set forth in Section 8.1(a) (to the extent the applicable Order is related to any Antitrust Law) or Section 8.1(b) have been satisfied or waived or are capable of being satisfied at such time, then the Outside Date shall automatically be extended until the date that is six (6) months after the initial Outside Date, unless, in either case, the failure to consummate the Transactions on or prior to such date is the result of any breach in any material respect of this Agreement by the party seeking to terminate the Agreement pursuant to the terms of this Section 9.1(c); provided, that in the event a party has initiated proceedings to specifically enforce this Agreement and such proceedings are still pending on the date that would otherwise be the Outside Date, the Outside Date shall be automatically extended by (i) the amount of time during which such proceedings are pending plus five (5) Business Days or (ii) such other time period established by the court presiding over such proceedings; provided, further, in no event shall the Outside Date be extended more than six (6) months after the initial Outside Date;

(d) by Seller, upon a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have become untrue, in either case such that the conditions set forth in Section 8.2(a) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, provided, that if such inaccuracy in Buyer's representations and warranties or breach by Buyer is curable by Buyer prior to the Outside Date through the exercise of reasonable best efforts, then Seller may not terminate this Agreement under this Section 9.1(d) prior to the earlier of (i) thirty (30) days following the receipt of written notice from Seller to Buyer of such breach and Seller's intention to terminate as a result of such breach pursuant to this Section 9.1(d) and (ii) the Business Day immediately prior to the Outside Date (it being understood that Seller may not terminate this Agreement pursuant to this Section 9.1(d) if it shall have materially breached this Agreement or if such breach by Buyer is cured prior to such time in which Seller may terminate this Agreement pursuant to this Section 9.1(d)); or

(e) by Buyer, upon a breach of any representation, warranty, covenant or agreement on the part of the Company or Seller set forth in this Agreement, or if any representation or warranty of the Company or Seller shall have become untrue, in either case such that the conditions set forth in Section 8.3(a) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, provided that if such inaccuracy in the Company's or Seller's representations and warranties or breach by the Company or Seller is curable by the Company or Seller prior to the Outside Date through the exercise of reasonable best efforts, then Buyer may not terminate this Agreement under this Section 9.1(e) prior to the earlier of (i) thirty (30) days following the receipt of written notice from Buyer to the Company and Seller of such breach, and Buyer's intention to terminate as a result of such breach pursuant to this Section 9.1(e), and (ii) the Business Day immediately prior to the Outside Date (it being understood that Buyer may not terminate this Agreement pursuant to this Section 9.1(e) if it shall have materially breached this Agreement or if such breach by the Company or Seller is cured prior to such time in which Buyer may terminate this Agreement pursuant to this Section 9.1(e)).

9.2 Effect of Termination.

(a) In the event of any termination of this Agreement pursuant to and in accordance with Section 9.1, this Agreement shall forthwith become void and of no further force or effect whatsoever and there shall be no liability on the part of any party to this Agreement (other than obligations that by their terms are to be performed following any such termination); provided, however, that notwithstanding the foregoing, nothing contained in this Agreement shall relieve any party to this Agreement from any liability resulting from or arising out of any willful and material breach of this Agreement; provided, further, without limiting the foregoing, that a failure of Buyer to consummate the Transactions in accordance with the terms of this Agreement, or comply with its obligations under Section 7.4, shall be deemed to be a willful and material breach in all circumstances; provided, further, that notwithstanding the foregoing, the terms of Section 7.3, this Article IX and Article X shall survive any termination of this Agreement and shall remain in full force and effect.

(b) For the avoidance of doubt, Seller and the Company shall be entitled to (i) seek specific performance to enforce the provisions of this Agreement prior to terminating this Agreement subject to the terms of Section 10.14, and (ii) seek either the Buyer Termination Fee or, if the Buyer Termination Fee is not applicable, other monetary damages against Buyer following a termination of this Agreement to the extent provided in this Agreement (subject to Section 9.2(a)), but shall not be entitled to both specific performance and the payment of any such monetary damages (other than reimbursement of Seller's out of pocket costs and expenses (including reasonable attorney's fees and expenses) incurred by them in enforcing their specific performance rights hereunder, solely in the event that Seller is the prevailing party in such Proceeding).

9.3 Termination Fee.

(a) If this Agreement is terminated by Seller or Buyer pursuant to (i) Section 9.1(c) and, at the time of such termination, any of the conditions to the Closing set forth in Section 8.1(a) (to the extent the applicable Order is related to any Antitrust Law) or Section 8.1(b) is not satisfied or (ii) Section 9.1(b) and the Order giving rise to such termination pursuant to Section 9.1(b) is related to any Antitrust Law (or by Seller or Buyer pursuant to Section 9.1(c) at a time when Seller or Buyer has the right to terminate pursuant to Section 9.1(b) where the Order giving rise to such termination pursuant to Section 9.1(b) is related to any Antitrust Law), then Buyer shall pay, or cause to be paid, to the Company an aggregate amount equal to $77,000,000 (such payment, the "Buyer Termination Fee"), such payment to be made by wire transfer of immediately available funds within two (2) Business Days after the date of such termination in the event of a termination by Seller or concurrently with such termination in the event of a termination by Buyer. Notwithstanding the foregoing, Buyer shall not be obligated to pay the Buyer Termination Fee if, at the time of such termination for any reason, Buyer would have been entitled to terminate this Agreement pursuant to Section 9.1(e).

(b) Each of the parties to this Agreement acknowledges and agrees that (i) the agreements and other provisions of this Section 9.3 are an integral part of the transactions contemplated by this Agreement and that without these agreements, the parties would not enter into this Agreement, and (ii) the Buyer Termination Fee if, as and when required to be paid in accordance with this Section 9.3, shall not constitute a penalty but will be liquidated damages, in a reasonable amount that will compensate the party receiving such amount in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(c) If Buyer fails to pay the Buyer Termination Fee when due, (i) such fee shall accrue interest for the period commencing on the date such fee or other amount became past due through the date such fee is actually paid, at a rate equal to (A) the rate of interest published from time to time by The Wall Street Journal, Eastern Edition, as the "prime rate" at large U.S. money center banks during the period from the date that payment is due to the date of payment, plus (B) five percent (5.0%) and (ii) Buyer shall pay to the Company and Seller all of its reasonable and documented out-of-pocket costs and expenses (including attorneys' fees and the fees and expenses of any expert or consultant engaged by Seller and the Company) incurred in connection with any steps taken (including any Proceeding instituted by the Company or Seller) to collect the Buyer Termination Fee and such other amounts.

(d) Notwithstanding anything to the contrary set forth in this Agreement, but subject to Section 9.2(b), Section 10.14 and this Section 9.3(d), each of the parties to this Agreement expressly acknowledges and agrees that either (i) the right of the Company to receive payment of the Buyer Termination Fee pursuant to, and in accordance with, Section 9.3(a) and the payment of any amounts payable under Section 9.3(c) or (ii) solely in circumstances where the Buyer Termination Fee is not payable, seek monetary damages pursuant to Section 9.2 (in connection with a willful and material breach or Fraud), and reimbursement for any costs and expenses in accordance with Section 10.2 (but subject to the limitations set forth in Section 9.2(b)) shall constitute the sole and exclusive remedy of Seller, the Company and their respective Related Parties (the "Company Related Parties") against Buyer and its respective Related Parties (the "Buyer Related Parties") for all losses, Liabilities and damages in respect of, related to or arising out of this Agreement or the termination thereof, or the Transactions (including any failure to consummate such Transactions), and upon the termination of this Agreement pursuant to Section 9.1 and payment of such amounts, none of the Buyer Related Parties shall have any further Liability or obligation to the Company Related Parties in respect of, relating to or arising out of this Agreement or the termination thereof, or the Transactions (including any failure to consummate such Transactions), except that nothing shall relieve Buyer of its obligations under Section 7.3 or this Article IX. For the avoidance of doubt, (x) Seller and the Company will be entitled to seek specific performance to cause the Closing to occur solely to the extent permitted by Section 10.14 prior to terminating this Agreement and triggering payment of the Buyer Termination Fee or other monetary damages, if applicable, but no party to this Agreement shall be entitled to both specific performance or any other equitable remedy to cause the Closing to occur pursuant to Section 10.14 and payment of the Buyer Termination Fee or other monetary damages, and under no circumstances shall Buyer be obligated to both specifically perform its obligations to consummate the Closing, on the one hand, and pay the Buyer Termination Fee or any other monetary damages, on the other hand; (y) in no event shall Buyer be obligated to pay the Buyer Termination Fee on more than one occasion, whether or not the Buyer Termination Fee may be payable under more than one provision of this Agreement at the same or at different times and the occurrence of different events; and (z) in no event shall Buyer be obligated to pay both the Buyer Termination Fee, on the one hand, and any other monetary damages, on the other hand.

ARTICLE X
GENERAL PROVISIONS

10.1 Survival of Representations, Warranties and Covenants. Notwithstanding anything to the contrary in this Agreement, none of the representations and warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing, and no claim for any breach or inaccuracy in such representations or warranties may be made after the Closing. Without limiting the generality of the foregoing, from and after the Closing, except in the case of Fraud, no Seller or Seller Releasee shall have any liability or obligation to Buyer or any of its Affiliates or their respective successors or assigns arising out of or relating to any breach or inaccuracy of any representation or warranty contained in this Agreement or in any certificate delivered pursuant to this Agreement, and Buyer, for itself and on behalf of its Related Parties and their respective successors and assigns, hereby irrevocably waives, releases and discharges, effective as of the Closing, any and all claims, rights and remedies against Seller Releasees with respect thereto. None of the covenants or agreements of any party to this Agreement required to be performed or complied with by such party prior to the Closing shall survive the Closing except to the extent such covenant or agreement is also required to be performed at or after the Closing, and no claim for any breach of or failure to perform any such covenant or agreement may be made after the Closing. Unless otherwise indicated, the covenants and agreements set forth in this Agreement which by their terms are required to be performed at or after the Closing shall survive the Closing until they have been performed or satisfied. The parties to this Agreement have specifically relied upon this Section 10.1 in agreeing to enter into this Agreement pursuant to the terms and conditions hereof, including with respect to the specific representations and warranties set forth herein. The foregoing shall not limit (a) any claim for Fraud by a Person in respect of the representations and warranties set forth in this Agreement (in each case, subject to the express limitations and qualifications therein) or in any certificate delivered hereunder or (b) the RWI Policy.

10.2 Expenses. Except as otherwise expressly provided in this Agreement (including in the definition of Transaction Expenses), all costs and expenses (including all fees and disbursements of counsel, financial advisors and accountants) incurred in connection with the negotiation and preparation of this Agreement, the performance of the terms of this Agreement and the consummation of the Transactions, shall be paid by the respective party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, that Buyer shall be responsible for (a) all Transfer Taxes that it is responsible for pursuant to Section 7.7(a), (b) all fees and expenses of the Escrow Agent, (d) all fees, costs and deductibles associated with the RWI Policy and (e) a “tail” insurance policy required to be purchased by Buyer pursuant to Section 7.5(c).

10.3 Costs and Attorneys’ Fees. Subject to the limitations set forth herein, in the event that any Proceeding is instituted concerning or arising out of this Agreement, the prevailing party (as determined by a court of competent jurisdiction) shall recover all of such party’s costs and reasonable attorneys’ fees incurred in connection with each and every such Proceeding, including any and all appeals and petitions therefrom.

10.4 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (i) if sent by registered or certified mail in the U.S. return receipt requested, upon receipt, (ii) if sent by nationally recognized overnight air courier, one (1) Business Day after mailing, (iii) if sent by email (and an automated error or out-of-office message is not generated), on the date of transmission if sent on any Business Day prior to 5:00 p.m. New York time and otherwise on the next Business Day and (iv) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

(a) if to the Company (prior to the Closing), to:

EDS Intermediate Holding, LLC
3740 Industrial Ave
Rolling Meadows, Illinois 60008
Attention: John Orlando
Email: john@epiqsolutions.com

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

Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco, California 94111
Attention: Luke Bergstrom and Chad Rolston
Email: luke.bergstrom@lw.com and chad.rolston@lw.com

(b) if to Seller, to:

EDS Topco, LP
c/o The Veritas Capital Vantage Fund, L.P.
9 West 57th Street, 32nd Floor
New York, NY 10019
Email: jwu@veritascapital.com; dashiru@veritascapital.com
Attention: Jeffrey Wu; Dipo Ashiru

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

Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco, California 94111
Attention: Luke Bergstrom and Chad Rolston
Email: luke.bergstrom@lw.com and chad.rolston@lw.com

(c) if to Buyer or, if after the Closing, to the Company, to:

TTM Technologies North America, LLC
c/o TTM Technologies, Inc.

1000 Executive Parkway, Suite 220
St. Louis, MO 63141
Attention: General Counsel
Email: legal@ttmtech.com

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

Polsinelli PC
7676 Forsyth Boulevard
Suite 800
Saint Louis, MO 63105
Attention: Ruben Chuquimia; Raymond Jacobi
Email: rchuquimia@polsinelli.com; rjacobi@polsinelli.com

10.5 Public Announcements

. Unless otherwise required by applicable Law or obligations pursuant to any listing agreement with or rules of any national securities exchange, no party to this Agreement shall make any public announcements in respect of this Agreement or the Transactions, or otherwise communicate with any news media regarding this Agreement or the Transactions, without the prior written consent of the other parties to this Agreement (such consent not to be unreasonably withheld, conditioned or delayed). If a public statement is required to be made pursuant to applicable Law, the parties shall consult with each other, to the extent reasonably practicable, in advance as to the contents and timing thereof. Promptly following the Closing, the parties shall issue a mutually agreed upon press release announcing the consummation of the Transactions (the "Closing Press Release"), the form and substance of which shall be agreed upon by the Company and Buyer prior to the Closing. Following the issuance of the Closing Press Release, any party may make public statements or disclosures regarding this Agreement or the Transactions without the consent of the other parties, provided that such statements or disclosures are required by applicable Law or obligations pursuant to any listing agreement with or rules of any national securities exchange or (i) are consistent with the information contained in the Closing Press Release or any other press release or public disclosure previously approved in writing by the parties and (ii) do not disclose any information regarding this Agreement or the Transactions that was not included in the Closing Press Release or any other press release or public disclosure previously approved in writing by the parties. Notwithstanding anything to the contrary in this Section 10.5, Buyer, Seller and their respective Affiliates may, without the consent of any other party, disclose the existence of this Agreement, the Transactions and any terms hereof (including, for the avoidance of doubt, the purchase price and other financial terms) to (a) their respective direct or indirect equityholders, members, investors (including prospective investors), co-investors (including prospective co-investors), financing sources (including prospective financing sources), lenders, investment bankers, attorneys, accountants, advisors and other representatives, (b) any bona fide prospective purchaser of, or investor in, any direct or indirect equity interest in any such Person or any of its Affiliates and (c) in connection with their ordinary course business operations, including fund-formation, fundraising, marketing, syndication, investor relations, informational or reporting activities.

10.6 Interpretation. The Article and Section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement. References to Articles, Sections, Schedules or Exhibits in this Agreement, unless otherwise indicated, are references to Articles, Sections, Schedules and Exhibits of or to this Agreement. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to any term or provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the terms or provisions of this Agreement. A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation. Any reference to a Governmental Authority shall be deemed also to refer to any successor thereto unless the context requires otherwise. Any reference to a Contract shall include all exhibits, schedules, annexes and amendments thereto. Any reference to "days" shall mean calendar days unless "Business Days" is expressly specified. If any action is required to be taken or notice is required to be given on a day that is not a Business Day, such action or notice shall be deemed to be required to be taken or given on the next succeeding Business Day. All references to "$" or "dollars" shall mean United States dollars. For all purposes of and under this Agreement, (i) the word "including" shall be deemed to be immediately followed by the words "without limitation," (ii) words (including defined terms) in the singular shall be deemed to include the plural and vice versa, (iii) words of one gender shall be deemed to include the other gender as the context requires, (iv) the terms "hereof," "herein," "hereto," "herewith" and any other words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits to this Agreement) and not to any particular term or provision of this Agreement, unless otherwise specified, (v) the use of the word "or" shall not be exclusive, (vi) the words "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if," and (vii) unless otherwise defined in this Agreement, accounting terms shall have the respective meanings assigned to them in accordance with GAAP consistently applied with the Financial Statements.

10.7 Severability. In the event that any one or more of the terms or provisions contained in this Agreement or in any other certificate, instrument or other document referred to in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or any other such certificate, instrument or other document referred to in this Agreement, and the parties to this Agreement shall use their reasonable best efforts to substitute one or more valid, legal and enforceable terms or provisions into this Agreement which, insofar as practicable, implement the purposes and intent of this Agreement. Any term or provision of this Agreement held invalid or unenforceable only in part, degree or within certain jurisdictions shall remain in full force and effect to the extent not held invalid, illegal or unenforceable to the extent consistent with the intent of the parties as reflected by this Agreement. To the extent permitted by applicable Law, each party waives any term or provision of Law which renders any term or provision of this Agreement to be invalid, illegal or unenforceable in any respect.

10.8 Entire Agreement

. This Agreement (including the Company Disclosure Schedule, the Seller Disclosure Schedule, the other Schedules and the Exhibits to this Agreement) and the other Transaction Documents constitute the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and the other Transaction Documents, and supersede all prior agreements and undertakings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement and the other Transaction Documents, except as otherwise expressly provided in this Agreement or any other Transaction Document.

10.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, delegated or otherwise transferred by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement, and any purported assignment, delegation or other transfer without such consent shall be void and unenforceable. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns.

10.10 No Third-Party Beneficiaries

. This Agreement is for the sole benefit of the parties to this Agreement and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for (a) the Indemnified Parties under Section 7.5, (b) Seller Releasees under Section 7.9(a), (c) the Buyer Releasees under Section 7.9(b), and (d) the Debt Financing Sources with respect to this Section 10.10 and Sections 10.11, 10.12, 10.13 and 10.17, each of which shall expressly inure to the benefit of, and be enforceable by, the Debt Financing Sources.

10.11 Waivers and Amendments. This Agreement may be amended or modified only by a written instrument executed by all of the parties to this Agreement. Any failure of the parties to this Agreement to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. No delay on the part of any party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party to this Agreement of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Unless otherwise provided, the rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies which the parties to this Agreement may otherwise have at law or in equity. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.11. Notwithstanding anything to the contrary in this Agreement, no amendment, modification, waiver or termination of any provision of Section 10.10, this Section 10.11, or Sections 10.12, 10.13 or 10.17 (and any provision of this Agreement and definitions of the defined terms used herein (including the definition of "Debt Financing Source"), in each case to the extent such provision is applicable to or for the benefit of the Debt Financing Sources, shall be effective in a manner materially adverse to any Debt Financing Source without the prior written consent of the applicable Debt Financing Sources.

10.12 Governing Law; Consent to Jurisdiction. Except as set forth further below in this Section 10.12, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such State. Except as set forth further below in this Section 10.12, each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court, sitting within the State of Delaware), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, the other Transaction Documents, or the Transactions, or for recognition or enforcement of any judgment relating thereto, and each of the parties to this Agreement hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in any state or federal court sitting within the State of Delaware, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such court and (d) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the parties to this Agreement hereby agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties to this Agreement hereby irrevocably consents to service of process in the manner provided for in the notices in Section 10.4. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law. Notwithstanding anything to the contrary in this Agreement, each party acknowledges and irrevocably agrees that any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source and arising out of or relating to the Debt Financing, the Debt Commitment Letters, any definitive financing documents relating to the Debt Financing or any of the transactions contemplated hereby or thereby or the performance thereof shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court thereof and each party hereto irrevocably submits itself and its assets and properties with respect to any such Proceeding to the exclusive jurisdiction of such court; (b) agrees that any such Proceeding (except to the extent relating to the interpretation of any provisions in this Agreement) shall be governed by, and construed in accordance with, the applicable Laws of the State of New York, without giving effect to any choice-of-law or conflict-of-law provision or rule that would cause the application of the applicable Laws of any jurisdiction other than the State of New York; (c) agrees that it will not bring or support, or permit any Seller Related Party to bring or support, any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against or involving any Debt Financing Source in any way arising out of relating to this Agreement, the Debt Financing, the Debt Commitment Letters, any definitive financing documents relating to the Debt Financing or any of the transactions contemplated hereby or thereby or the performance thereof in any forum other than any federal or state court in the Borough of Manhattan, New York, New York; (d) agrees that service of process upon any Seller Related Party in any such Proceeding shall be effective if notice is given in accordance with Section 10.4; (e) irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any such Proceeding in any such court and any defense that any such Proceeding has been brought in an inconvenient forum; (f) agrees that no

Debt Financing Source shall be subject to any special, consequential, punitive or indirect damages or damages of a tortious nature and (g) agrees that the Debt Financing Source are express third-party beneficiaries of, and may enforce, any of the provisions of Section 10.11, this Section 10.12, Section 10.13 and Section 10.17, and that such provisions (and any other provision of this Agreement, including the definition of "Debt Financing Source", to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance of Section 10.11, this Section 10.12, Section 10.13 and Section 10.17) shall not be amended in any way adverse to the Debt Financing Sources without the prior written consent of the Debt Financing Sources.

10.13 Waiver of Jury Trial.

(a) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.13.

(b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY TO THIS AGREEMENT, ON BEHALF OF ITSELF AND ANY OF ITS AFFILIATES AND REPRESENTATIVES, HEREBY IRREVOCABLY, KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING INVOLVING ANY DEBT FINANCING SOURCE AND ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT FINANCING, THE DEBT COMMITMENT LETTERS AND ANY DEFINITIVE FINANCING DOCUMENTS TO THE EXTENT RELATING TO THE DEBT FINANCING OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PERFORMANCE THEREOF IN RELATION THERETO.

10.14 Equitable Remedies. Each of the parties to this Agreement acknowledges and agrees that the other parties to this Agreement would be irreparably damaged in the event that any of the terms or provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Therefore, notwithstanding anything to the contrary set forth in this Agreement, each of the parties to this Agreement hereby agrees that (i) the parties to this Agreement shall be entitled to obtain an injunction or injunctions to prevent breaches of any of the terms or provisions of this Agreement, and to enforce specifically the performance by each other party to this Agreement under this Agreement and (ii) the right of specific enforcement is an integral part of the Transactions and without that right, none of the Company, Seller, or Buyer would have entered into this Agreement. Each party to this Agreement hereby agrees to waive the defense in any such suit that the other parties to this Agreement have an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of injunction or specific performance as a remedy, and hereby agrees to waive any requirement to post any bond in connection with obtaining such relief. The equitable remedies described in this Section 10.14 shall be in addition to, and not in lieu of, any other remedies at law or in equity that the parties to this Agreement may elect to pursue. Notwithstanding anything to the contrary in this Agreement, none of Seller, the Company, any Group Entity or any of their respective Affiliates or representatives shall be entitled to seek or obtain specific performance, injunctive relief or any other equitable remedy against any Debt Financing Source in connection with this Agreement, the Debt Financing or the Transactions.

10.15 Provision Respecting Legal Representation; Attorney-Client Privilege.

(a) Each of the parties to this Agreement hereby acknowledges and agrees, on its own behalf and on behalf of its directors, members, partners, officers, employees and Affiliates, that (i) Latham & Watkins LLP (collectively with its Affiliates, "Latham") and Cassels Brock & Blackwell LLP (collectively with its Affiliates, "Cassels") have acted as counsel to the Company and Seller and their respective Affiliates (individually and collectively, the "Seller Group") in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions (the "Existing Representation"), (ii) neither Latham nor Cassels has acted as counsel to Buyer or any of its Affiliates in connection with the Transactions and no attorney-client relationship or solicitor-client relationship exists or shall be deemed to exist between Latham or Cassels, on the one hand, and Buyer or any of its Affiliates, on the other hand, as a result of the Existing Representation, and (iii) following consummation of the Transactions, Latham or Cassels (or any successor of either) may serve as counsel to any member of Seller Group, or any director, member, partner, officer, employee or Affiliate of any of the foregoing, in connection with any matter, including any litigation, claim, dispute or obligation arising out of or relating to this Agreement, any other Transaction Document or the Transactions (any such representation, a "Post-Closing Representation"), notwithstanding the Existing Representation. Each of the parties to this Agreement hereby (A) consents to the Existing Representation and any Post-Closing Representation, (B) waives any conflict of interest arising from the Existing Representation or any Post-Closing Representation, (C) agrees that it shall not, and shall cause its Affiliates not to, seek to disqualify Latham or Cassels from any applicable Post-Closing Representation, and (D) agrees to cause any Affiliate thereof to consent to and waive any conflict of interest arising from the Existing Representation or any Post-Closing Representation.

(b) Buyer waives and shall not assert, and agrees after the Closing to cause its Affiliates to waive and to not assert, any attorney-client privilege, solicitor-client privilege, attorney work-product protection or expectation of client confidence with respect to any communication between Latham or Cassels, on the one hand, and Seller Group, or any advice given to Seller Group by Latham or Cassels, occurring during the Existing Representation (collectively, "Pre-Closing Privileges") in connection with any Post-Closing Representation, including in connection with a dispute between Seller Group and one or more of Buyer and its Affiliates, it being the intention of the parties to this Agreement that all rights to such Pre-Closing Privileges, and all rights to waive or otherwise control such Pre-Closing Privileges, shall be retained by Seller, and shall not pass to or be claimed or used by Buyer, except as provided in the last sentence of this Section 10.15(b). Furthermore, Buyer (on behalf of itself and its Affiliates) acknowledges and agrees that any advice given to or communication with Seller Group shall not be subject to any joint privilege (whether or not the Company also received such advice or communication) and shall be owned solely by Seller Group. Notwithstanding the foregoing, in the event that a dispute arises between Buyer or the Company, on the one hand, and a third party other than Seller Group, on the other hand, the Company shall (and shall cause its Affiliates to) assert the Pre-Closing Privileges on behalf of Seller Group to prevent disclosure of Privileged Materials to such third party; provided, however, that such privilege may be waived only with the prior written consent of Seller.

(c) All Pre-Closing Privileges, and all books, records, files, documents, data, emails and other materials of the Company or any other Group Entity containing or reflecting any advice or communication that is subject to any Pre-Closing Privilege ("Privileged Materials"), shall be excluded from the Transactions and shall not be assets of the Company or any other Group Entity following the Closing. Prior to or promptly following the Closing, all Privileged Materials in the possession of the Company or any other Group Entity shall be delivered to Seller (on behalf of Seller and its Affiliates), with no copies retained by the Company or any other Group Entity. Following the Closing, Buyer shall, and shall cause the Company and each other Group Entity to, (i) take all reasonable steps to preserve and protect the confidentiality of the Privileged Materials, (ii) promptly notify Seller upon discovery of any Privileged Materials in its possession, and (iii) promptly deliver any such Privileged Materials to Seller without retaining any copies. Absent the prior written consent of Seller, neither Buyer nor the Company nor any other Group Entity shall have any right of access to, or to use, any Privileged Materials.

(d) Buyer hereby acknowledges that it has had the opportunity (including on behalf of its Affiliates) to discuss and obtain adequate information concerning the significance and material risks of, and reasonable available alternatives to, the waivers, permissions and other provisions of this Section 10.15, including the opportunity to consult with counsel other than Latham and Cassels. This Section 10.15 shall be irrevocable, and no term of this Section 10.15 may be amended, waived or modified, without the prior written consent of Seller, Latham and Cassels.

10.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf), or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

10.17 Non-Recourse. Notwithstanding anything to the contrary contained herein or otherwise, this Agreement may only be enforced against, and any claim, action, suit, investigation or other Proceeding of any kind based upon, arising out of or related to this Agreement, the other Transaction Documents or the Transactions may only be brought against the Persons that are expressly named as parties to this Agreement and then only with respect to the specific obligations set forth herein with respect to such party. No Person who is not a named party to this Agreement, including any past, present or future director, officer, employee, incorporator, member, manager, partner, shareholder, Affiliate, agent, financing source, attorney, advisor or representative of any named party to this Agreement ("Non-Party Affiliates"), shall have any liability (whether in contract or in tort, at law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any obligations or liabilities of any party to this Agreement arising under, in connection with or related to this Agreement, the other Transaction Documents or the Transactions, or for any claim based on, in respect of, or by reason of this Agreement, the other Transaction Documents or the Transactions, or the negotiation, execution or performance hereof or thereof; and each party to this Agreement waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Notwithstanding anything to the contrary in this Agreement, none of Seller, the Company, any Group Entity or any of their respective Affiliates or representatives shall have any rights or claims against any Debt Financing Source, whether at law or in equity, in contract, in tort or otherwise, arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letters, any definitive financing documents relating to the Debt Financing or any of the transactions contemplated hereby or thereby or the performance thereof, and no Debt Financing Source shall have any liability to Seller, the Company, any Group Entity or any of their respective Affiliates or representatives in connection with this Agreement, the Debt Financing, the Debt Commitment Letters, any definitive financing documents relating to the Debt Financing or any of the transactions contemplated hereby or thereby or the performance thereof; provided that nothing in this Section 10.17 shall limit the rights and obligations of the parties to the Debt Commitment Letters or any definitive financing documents relating to the Debt Financing pursuant to the terms thereof.

10.18 No Additional Representations; No Reliance.

(a) Buyer hereby acknowledges, agrees, represents and warrants that none of the Company, Seller or any of their respective Non-Recourse Affiliates, or any other Person acting on behalf of any of the foregoing Persons or any of their respective Affiliates or Representatives, has made, and Buyer is not relying on, any representation or warranty, express or implied (including as to the accuracy or completeness of any information regarding the Group Entities or their respective businesses, operations or assets), except for the express representations and warranties contained in Article IV (as modified by the Company Disclosure Schedule) and Article V (as modified by the Seller Disclosure Schedule). Buyer further agrees that no Group Entity, Seller or any of their respective Non-Recourse Affiliates, or any of their respective direct or indirect Affiliates or any of their respective Representatives, will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its Affiliates or its representatives, or such Person's use of, any such information, or any information, document or material made available to Buyer or its Affiliates or their respective, counsel, accountants, consultants, advisors, agents or other representatives in certain "data rooms" and online "data sites," management presentations, management interviews, the confidential information memorandum, the information provided pursuant to Section 7.2 or any other form in expectation or anticipation of the Transactions. Notwithstanding anything to the contrary contained in this Agreement, the agreements, covenants, representations and warranties of Buyer contained in Section 10.1 and this Section 10.18 shall survive the Closing indefinitely.

(b) The parties acknowledge and agree that, except for the representations and warranties contained in Articles IV, V, and VI, no party nor any other Person on behalf of any party makes any other express or implied representation or warranty with respect to such party or the Company Group.

(c) In connection with Buyer's investigation of the Group Entities, Buyer has received, directly or indirectly, through its Affiliates, counsel, advisors, consultants, agents or other representatives, from or on behalf of the Company, Seller or their respective Affiliates, counsel, advisors, consultants, agents or other representatives, certain projections, including projected statements of operating revenues, income from operations and cash flows of the Group Entities (and the business transactions and events underlying such statements) and certain business plan information, projections, presentations, predictions, calculations, estimates and forecasts of the Group Entities and other similar data. Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts, plans, statements, predictions, presentations, calculations and other similar data, that Buyer is well aware of such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans, statements, calculations, presentations, predictions and other similar data so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans, statements, calculations, presentations, predictions and other similar data), and that none of Buyer or any of its Non-Recourse Affiliates shall have any claim under any circumstances against the Group Entities, Seller or any other Person with respect thereto or arising therefrom. Accordingly, none of the Company, Seller or their respective Non-Recourse Affiliates makes any representations or warranties whatsoever to Buyer or any other Person, with respect to such estimates, projections, forecasts, plans, statements, calculations, presentations, predictions and other similar data (including the reasonableness of the assumptions underlying such projections, forecasts, plans, statements, calculations, presentations, predictions and other similar data) and no Person shall be entitled to rely on such estimates, projections, forecasts, plans, statements, calculations, presentations, predictions and other similar data for any purpose, including in connection with the Transactions.

10.19 Made Available. The phrase "provided", "made available to Buyer" or similar phrases as used in this Agreement shall mean that the subject documents were either posted to the virtual data room maintained by Seller or its representatives or delivered to Buyer or its accountants, attorneys or other agents, in each case, prior to 11:00 Eastern Time on the date hereof.

10.20 Disclosure Schedules.

(a) The Disclosure Schedules and the information and disclosures contained therein relate to and qualify certain of the representations, warranties, covenants and obligations made by the Company and Seller in this Agreement and shall not be construed or otherwise deemed to constitute any representation, warranty, covenant or obligation of the Company, Seller or any other Person except to the extent explicitly provided in this Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties, covenants or obligations. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication, in and of itself, that such item represents a material exception or material fact, event or circumstance, that such item has had or would reasonably be expected to have a Material Adverse Effect, or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and shall be deemed exceptions to the applicable representation, warranty, covenant or obligation, as applicable. No reference in the Disclosure Schedules to any agreement or document, in and of itself, shall be construed as an admission or indication that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document. No disclosure in the Disclosure Schedules relating to any possible breach or violation of, or non-compliance with, any agreement, law or regulation, in and of itself, shall be construed as an admission or indication that any such breach, violation or non-compliance exists or has actually occurred, and nothing in the Disclosure Schedules shall constitute an admission of any liability or obligation of any Person to any other Person or shall confer or give any third party any remedy, claim, liability, reimbursement, cause of action or any other right whatsoever. Neither the specification of any item or matter in any representation or warranty contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described in this Agreement or included in the Disclosure Schedules is or is not in the ordinary course of business for purposes of this Agreement. The Disclosure Schedules are arranged in sections corresponding to the Sections in this Agreement and any items or matters set forth in one section or subsection of the Disclosure Schedules shall be deemed to apply to and qualify the Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent the relevance of such items or matters to such other Section or subsection of this Agreement is reasonably apparent. The inclusion of any cross-references to any section or subsection of the Disclosure Schedules, or the failure to include such cross-references, shall not be deemed to mean that the relevance of any disclosure is not reasonably apparent for the purposes of the immediately preceding sentence. The headings contained in the Disclosure Schedules are included for convenience and reference only, and are not intended to limit the effect of the disclosures contained in the Disclosure Schedules or to expand, modify or influence the scope of the information required to be disclosed in the Company Disclosure Schedule or the interpretation of this Agreement.

(b) The information contained in the Disclosure Schedules is confidential, proprietary information of the Company and Seller, and Buyer shall be obligated to maintain and protect such confidential information pursuant to this Agreement and the Confidentiality Agreement. In disclosing the information in the Disclosure Schedules, each of the Company and Seller expressly does not waive any attorney-client privilege or other similar privilege associated with such information or any protection afforded by the work-product doctrine or other similar doctrine with respect to any of the matters disclosed or discussed herein.

10.21 Buyer Parent Guarantee.

(a) Guaranty of Payment and Performance. Buyer Parent hereby absolutely, irrevocably and unconditionally guarantees to Seller (i) the due and punctual payment when due (whether upon acceleration or otherwise) of all of Buyer's payment obligations under or in respect of this Agreement, including, without limitation, all amounts payable by Buyer under Section 2.2, Section 9.3 and any other payment obligations of Buyer hereunder, and any obligations or liabilities of Buyer arising from any breach of this Agreement (including damages), and (ii) the full and prompt performance of all of Buyer's obligations, covenants and agreements contained in this Agreement (collectively, the "Guaranteed Obligations"); provided, however that "Guaranteed Obligations" shall not include, and Buyer Parent shall not be deemed to guarantee, any of Buyer's obligations hereunder that Buyer is no longer obligated to perform pursuant to, and in accordance with, the terms of this Agreement. This guarantee is an unconditional guaranty of both payment and performance and not merely of collection with respect to any Guaranteed Obligation.

(b) Unconditional Obligations; Non-Release. Buyer Parent's liability hereunder is absolute, unconditional, irrevocable and continuing and shall not be released or discharged, in whole or in part, or otherwise affected, by (i) any modification, amendment or waiver of, or any consent to departure from, the terms and conditions of this Agreement that may be agreed to by the other Parties in accordance with the terms of this Agreement, (ii) the failure or delay on the part of Seller to assert any claim or demand or to enforce any right or remedy against Buyer or any other Person, (iii) any insolvency, bankruptcy, reorganization or other similar proceeding instituted by or against Buyer, (iv) any change in the time, place or manner of payment or performance of any Guaranteed Obligation, (v) any change in the corporate existence, structure or ownership of Buyer, or any addition or substitution of any Person now or hereafter liable with respect to the Guaranteed Obligations, (vi) the adequacy of any other means Seller may have of obtaining payment or performance of the Guaranteed Obligations, or (vii) any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Buyer Parent hereby covenants and agrees that it shall not institute any Proceeding asserting that this guarantee is illegal, invalid or unenforceable in accordance with its terms.

(c) Waivers. To the fullest extent permitted by applicable Law, Buyer Parent hereby expressly waives: (i) any Law that would otherwise require any election of remedies by Seller; (ii) promptness, diligence, notice of the acceptance of this guarantee and of the Guaranteed Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Guaranteed Obligation and all other notices of any kind (except for notices expressly required to be provided to Buyer under this Agreement); (iii) all defenses which may be available by virtue of any stay, moratorium law or other similar applicable Law now or hereafter in effect; (iv) any right to require the marshalling of assets of Buyer or any other Person interested in the Transactions; (v) all suretyship defenses generally; (vi) the existence of any claim, set-off or other right Buyer Parent may have at any time against Buyer or Seller, their respective Affiliates or any other Person, or that Buyer may have against Seller or any other Person; (vii) any defense based on the value, genuineness, validity, illegality or enforceability of this Agreement or any agreement or instrument referred to herein; and (viii) any other act or omission that may or might in any manner or to any extent vary the risk of, or operate as a discharge of, Buyer Parent as a matter of applicable Law or equity (other than indefeasible payment or performance in full of the Guaranteed Obligations or defenses available to Buyer under this Agreement, excluding any defenses relating to insolvency, reorganization, bankruptcy or other similar proceeding instituted by or against Buyer).

(d) Preserved Defenses. Buyer Parent shall be entitled to assert only those defenses against the claims of Seller which are available to Buyer under this Agreement or applicable Laws, other than defenses arising by reason of (i) the bankruptcy, dissolution, liquidation or insolvency of Buyer, (ii) the express waivers set forth in this Section 10.21, (iii) the lack of due authorization, execution or delivery by Buyer of this Agreement, or (iv) any release or amendment or waiver of, or consent to departure from, any other guarantee or support document, or any exchange, release or non-perfection of any collateral, for any Guaranteed Obligation.

(e) No Obligation to Pursue Buyer. When pursuing its rights and remedies hereunder against Buyer Parent, Seller shall be under no obligation to pursue such rights and remedies it may have against Buyer or any other Person for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by Seller to pursue such other rights or remedies or to collect any payments from Buyer or any such other Person or to realize upon or to exercise any such right of offset, and any release by Seller of Buyer or any such other Person or any right of offset, shall not relieve Buyer Parent of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Seller; provided, that prior to pursuing any rights or remedies hereunder against Buyer Parent, Seller shall provide Buyer with notice of Buyer's non-performance and Buyer shall have thirty (30) days from the date of such notice to cure or contest its alleged non-performance and Seller shall not pursue any of its rights or remedies hereunder Buyer Parent unless and until such cure period has expired without Buyer having cured such alleged non-performance.

(f) Subrogation. To the fullest extent permitted by Law, Buyer Parent hereby unconditionally and irrevocably waives any rights that it may now have or hereafter acquire against Buyer or any other Person interested in the Transactions that arise from the existence, payment, performance or enforcement of Buyer Parent's obligations under or in respect of this Section 10.21, including any right of subrogation, reimbursement, exoneration, contribution, indemnification or set-off or similar rights, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from Buyer, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right; provided that nothing in this Section 10.21(f) shall prevent Buyer Parent from exercising any such rights after all of the Guaranteed Obligations shall have been indefeasibly paid or performed in full. Any payments or property received by Buyer Parent in violation of this Section 10.21(f) shall be held by Buyer Parent in trust for the sole benefit of Seller and shall be paid over to Seller upon Seller's demand therefor.

(g) Reinstatement. This guarantee shall continue to be effective or shall be reinstated (as the case may be) if at any time (before or after termination of this guarantee) any payment by Buyer in connection with any Guaranteed Obligation is rescinded or must otherwise be restored or returned by Seller to Buyer or a trustee of Buyer's estate upon the insolvency, bankruptcy or reorganization of Buyer, all as though such payment had not been made.

(h) Payment. If Buyer fails to pay or perform fully any Guaranteed Obligation as expressly provided in the terms and conditions of this Agreement, Buyer Parent will pay, or cause to be paid, or perform or cause to be performed, that Guaranteed Obligation directly to Seller promptly upon written demand by Seller delivered in accordance with Section 10.4. The liability of Buyer Parent under this Section 10.21 shall be payable immediately upon such written demand. Buyer Parent shall make payment of each Guaranteed Obligation with respect to payments in U.S. Dollars, free and clear of, and without deduction or withholding for, any taxes, levies, imposts, duties, charges or fees of any nature whatsoever.

(i) Continuing Guaranty; No Assignment. Unless terminated pursuant to Section 10.21(k), this guarantee shall remain in full force and effect until the Guaranteed Obligations have been indefeasibly paid and performed in full. Buyer Parent acknowledges that the delivery of this guarantee is a material inducement for Seller's entry into this Agreement and that Buyer Parent will directly or indirectly benefit therefrom, and Buyer Parent agrees not to claim in any Proceeding that this guarantee is not supported by sufficient consideration or that a failure of consideration has occurred. Buyer Parent may not assign or delegate its rights or obligations under this Section 10.21 without the prior written consent of Seller, and any attempted assignment without such consent shall be void.

(j) Statute of Limitations. Buyer Parent agrees that payment or performance of any of the Guaranteed Obligations or other acts which toll any statute of limitations applicable to the Guaranteed Obligations or this Agreement shall also toll the statute of limitations applicable to Buyer Parent's liability under this Section 10.21.

(k) Termination. The guarantee contained in this Section 10.21 shall terminate upon the earlier to occur of (a) the Closing and the indefeasible payment in full of all of Buyer's payment obligations under Section 2.2 and (b) sixty (60) days following the termination of this Agreement pursuant to Article IX and the payment of any amounts pursuant to Section 9.2 or Section 9.3, if applicable; provided that if a claim or demand is made by Seller hereunder prior to such termination, then this guarantee shall remain in full force and effect with respect to such claim or demand until the final resolution thereof.

(l) Representations and Warranties. Buyer Parent hereby represents and warrants to Seller that (i) Buyer Parent is a Delaware corporation, duly organized, validly existing and in good standing under the Laws of the State of Delaware, (ii) Buyer Parent has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and all acts or proceedings required to be taken by Buyer Parent to authorize the execution and delivery of this Agreement and the performance of Buyer Parent's obligations hereunder have been properly taken, (iii) this Agreement has been duly authorized, executed and delivered by Buyer Parent and, assuming the due and valid authorization, execution and delivery of this Agreement by the other Parties, constitutes the legal, valid and binding obligation of Buyer Parent, enforceable against Buyer Parent in accordance with its terms, (iv) the execution and delivery of this Agreement by Buyer Parent and the performance of Buyer Parent's obligations hereunder will not, with or without notice, the passage of time or both, (A) violate any provision of the organizational documents of Buyer Parent, (B) violate any Law applicable to, binding upon or enforceable against Buyer Parent, (C) result in any breach of, or constitute a default under, any Contract to which Buyer Parent is a party or by which Buyer Parent is bound, or (D) require the consent or approval of any Governmental Authority or any other Person, (v) Buyer Parent directly or indirectly owns 100% of the equity interests in Buyer and expects to derive advantage from the Transactions, and (vi) Buyer Parent has, and will maintain, a sufficient amount of capital, or has and will have the financial capacity, in each case, necessary for Buyer Parent to pay and perform its obligations under this Section 10.21 when such amounts become due and payable for so long as this guarantee shall remain in effect.

(*Remainder of Page Intentionally Left Blank***)**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its respective officers thereunto duly authorized, as of the date first above written.

BUYER

TTM TECHNOLOGIES NORTH AMERICA, LLC

By: /s/ Dan Weber
Name: Dan Weber
Title: Executive Vice President, General Counsel and Secretary

BUYER PARENT

TTM TECHNOLOGIES, INC.

By: /s/ Dan Weber
Name: Dan Weber
Title: Executive Vice President, General Counsel and Secretary

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its respective officers thereunto duly authorized, as of the date first above written.

COMPANY

EDS INTERMEDIATE HOLDING, LLC

By: /s/ Oladipo Ashiru
Name: Oladipo Ashiru
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its respective officers thereunto duly authorized, as of the date first above written.

SELLER:

EDS TOPCO, LP

By: /s/ Jeffrey Wu
Name: Jeffrey Wu
Title: Chief Executive Officer

Exhibit 10.1

JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

BARCLAYS
745 Seventh Avenue
New York, NY 10019

BANK OF AMERICA, N.A.
BOFA SECURITIES, INC.
One Bryant Park
New York, New York 10036

<u>CONFIDENTIAL</u>

August 15, 2026

TTM Technologies, Inc.
200 East Sandpointe, Suite 400
Santa Ana, California 92707
Attention: Daniel L. Boehle, Executive Vice President and Chief Financial Officer

<u>Project MacGyver</u>

<u>Commitment Letter</u>

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("<u>JPMorgan</u>"), Barclays Bank PLC ("<u>Barclays</u>"), Bank of America, N.A. ("Bank of America"), and BofA Securities, Inc. (or any of its designated affiliates, "BofA Securities" and, together with JPMorgan, Barclays, Bank of America and each Additional Agent appointed pursuant to Section 2, the "<u>Commitment Parties</u>", "<u>us</u>", "<u>we</u>" or "<u>our</u>"). JPMorgan, Barclays and Bank of America, together with each Additional Agent that assumes a portion of an Incremental Facility pursuant to <u>Section 2</u> are referred to herein collectively as the "<u>Initial Lenders</u>" and, each an "<u>Initial Lender</u>") that TTM Technologies, Inc., a Delaware corporation ("<u>you</u>" or the "<u>Borrower</u>"), intends to acquire (the "<u>Acquisition</u>"), directly or indirectly through a wholly-owned subsidiary of the Borrower, all of the outstanding equity interests of a company previously identified to us and code named "MacGyver" and certain of its affiliates (collectively, the "<u>Target</u>") pursuant to a Securities Purchase Agreement (the "<u>Purchase Agreement</u>") to be entered into with the immediate parent of the Target, in its capacity as seller (the "<u>Seller</u>") and Target, and to consummate the other transactions described on Exhibit A hereto (collectively, the "<u>Transactions</u>"). Capitalized terms used but not defined herein are used with the meanings assigned to them on the Exhibits attached hereto (such Exhibits, together with this letter, collectively, the "<u>Commitment Letter</u>").

In connection with the foregoing, you have requested that we commit to provide incremental term loan facilities consisting of Incremental Term Loans (as defined in the Existing Credit Agreement) pursuant to that certain Second Amended and Restated Credit Agreement, dated as of June 1, 2026 (as amended from time to time, the "<u>Existing Credit Agreement</u>"), among the Borrower and the other parties thereto, in the form of (a) a senior secured term loan A facility in an aggregate principal amount of $300,000,000 (the "<u>Term A Incremental Facility</u>") and (b) a seven-year senior secured term loan B facility in an initial aggregate principal amount of $800,000,000 (the "<u>Term B Incremental Facility</u>" and collectively with the Term A Incremental Facility, the "<u>Incremental Facilities</u>"), as such amount may be (i) increased, at the Borrower's option, by any additional amounts necessary to fund original issue discount and/or upfront fees on the Term B Incremental Facility in connection with the exercise of the "Market Flex" provisions set forth in Section 7 of the Incremental Facility Fee Letter or (ii) decreased, on a dollar-for-dollar basis by the net cash proceeds actually received by the Borrower (including into escrow so long as the conditions to the release from escrow are not more restrictive to the applicable issuer than the conditions to the availability of the Incremental Facilities) of any financing that the Borrower elects in its sole discretion, to incur in order to finance, in whole or in part, the purchase price of the Acquisition.

1. Commitments

In connection with the Transactions, (i) JPMorgan is pleased to advise you of its commitment to provide 33.33% of the principal amount of the Term A Incremental Facility and 39% of the principal amount of the Term B Incremental Facility, (ii) Barclays is pleased to advise you of its commitment to provide 33.33% of principal amount of the Term A Incremental Facility and 30.5% of the principal amount of the Term B Incremental Facility, and (iii) Bank of America is pleased to advise you of its commitment to provide 33.33% of the principal amount of the Term A Incremental Facility and 30.5% of the principal amount of the Term B Incremental Facility, in each case, upon the terms set forth in this Commitment Letter and the Term Sheet and subject only to the conditions set forth in Exhibit C. The commitments and other obligations of the Commitment Parties hereunder are several and not joint.

In connection with the Transactions, each of the Commitment Parties agrees to provide its consent, in its capacity as a lender under the Existing Credit Agreement and a lender in respect of the Term B Incremental Facility, to an amendment to the Existing Credit Agreement to permit the Term A Incremental Facility to mature on the Revolving Termination Date (as defined in the Existing Credit Agreement).

2. Titles and Roles

It is further agreed that (i) JPMorgan, Barclays, and BofA Securities, will act as joint lead arrangers and bookrunners for the Incremental Facilities (acting in such capacity, the "Initial Lead Arrangers", and together with the Additional Agents, the "Lead Arrangers"), and (ii) JPMorgan will have "top left" placement on any materials or other documentation used in connection with the Incremental Facilities and shall hold the role and responsibility associated with such "top left" placement and (iii) Barclays and BofA Securities will have placement immediately to the "right" of JPMorgan in any materials or other documentation used in connection with the Incremental Facilities; provided that the Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC. It is understood that you shall have the right to appoint, with up to 35% of the economics and commitment amounts for the Incremental Facilities in the aggregate, additional banks, financial institutions or other persons as lead arrangers, agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers (any such lead arranger, agent, co-agent, arranger, co-arranger, bookrunner, co-bookrunner, manager or co-manager, an "Additional Agent") within 20 Business Days following the date of acceptance by you of this Commitment Letter; provided that (a) each such Additional Agent (or its affiliate) shall assume a proportion of the commitments with respect to the Incremental Facilities that is equal to the proportion of the economics payable pursuant to this Commitment Letter and the Incremental Facility Fee Letter allocated to such Additional Agent (or its affiliate) and such commitments assumed by, and economics allocated to, such Additional Agent (or its affiliate) shall be pro rata across the Incremental Facilities, (b) no Additional Agent (together with its affiliates) shall have greater economics payable pursuant to this Commitment Letter and the Incremental Facility Fee Letter than any Lead Arranger (together with its affiliate) and (c) to the extent you appoint Additional Agents and/or confer additional titles in respect of the Incremental Facilities on the Additional Agents, the economics payable pursuant to this Commitment Letter and the Incremental Facility Fee Letter allocated to, and the commitment amounts of, the Commitment Parties in respect of the Incremental Facilities will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Agents (or their affiliates), in each case upon the execution and delivery by such Additional Agents and you of customary joinder documentation and, thereafter, each such Additional Agent shall constitute a "Commitment Party", "Initial Lender" or "Incremental Lender," as applicable, under this Commitment Letter and the Fee Letters.

Other than the foregoing, you agree that no other lead arrangers, agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by Exhibit B (the "Term Sheet") and the Fee Letters referred to below and other than in connection with any additional appointments referred to above) will be paid to any Incremental Lender in connection with the Incremental Facilities unless you and we shall so agree.

3. Syndication

We reserve the right to syndicate the Incremental Facilities to a group of lenders identified by us and approved (such approval not to be unreasonably withheld, conditioned or delayed) by you (together with the Initial Lenders, the "Incremental Lenders"); provided that, notwithstanding each Commitment Party's right to syndicate the Incremental Facilities and receive commitments with respect thereto, it is agreed that, (i) syndication of, or receipt of commitments or participations in respect of, all or any portion of each Commitment Party's commitments hereunder prior to the date of the consummation of the Acquisition and the Incremental Facility Closing Date shall not be a condition to each Commitment Party's commitments or the funding of the Incremental Facilities on the Incremental Facility Closing Date; (ii) except as provided above with respect to appointment of Additional Agents, and upon the joinder of such Additional Agent as a Commitment Party pursuant to the immediately preceding paragraph, in respect of the amount allocated to such Additional Agent, the commitment of such Commitment Party to provide its committed portion of the principal amount of the applicable Incremental Facility on the terms and conditions set forth in this Commitment Letter and the Term Sheet shall be reduced only to the extent such other Incremental Lenders (if any) fund their commitments on the Incremental Facility Closing Date; (iii) except as provided above with respect to appointment of Additional Agents, and upon the joinder of such Additional Agent as a Commitment Party pursuant to the immediately preceding paragraph, in respect of the amount allocated to such Additional Agent, such Commitment Party shall not be relieved, released or novated from its obligations hereunder (including its obligation to fund the applicable Incremental Facility on the Incremental Facility Closing Date) in connection with any syndication, assignment or participation of the Incremental Facilities, including its commitments in respect thereof, until after the initial funding of the Incremental Facilities has occurred; (iv) except as provided above with respect to the appointment of Additional Agents, no assignment or novation shall become effective with respect to all or any portion of such Commitment Party's commitments in respect of the applicable Incremental Facility until after the initial funding of such Incremental Facility; and (v) except as provided above with respect to the appointment of Additional Agents, unless you otherwise agree in writing, each Commitment Party shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the applicable Incremental Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Incremental Facility Closing Date has occurred.

We intend to commence syndication of the Incremental Facilities promptly, and you agree, until the earlier to occur of (i) a Successful Syndication (as defined in the Incremental Facility Fee Letter) and (ii) 20 Business Days after the Incremental Facility Closing Date (such period, the "Syndication Period"), to actively assist (and, to the extent consistent with the Purchase Agreement, to use your commercially reasonable efforts to cause the Target to actively assist), the Lead Arrangers in completing a syndication reasonably satisfactory to the Lead Arrangers and to you. Such assistance shall include (A) your using commercially reasonable efforts to ensure that the syndication efforts benefit from your and your affiliates' existing banking relationships and, to the extent consistent with the Purchase Agreement, the existing banking relationships of the Target, (B) direct contact between your senior management and advisors and the proposed Incremental Lenders at times and locations reasonably acceptable to you (and, to the extent consistent with the Purchase Agreement, using your commercially reasonable efforts to ensure such contact between senior management of the Target and the proposed Incremental Lenders), (C) to the extent requested by the Commitment Parties, your preparing and providing to the Lead Arrangers (and, to the extent consistent with the Purchase Agreement, using commercially reasonable efforts to cause the Target to prepare and provide) all information with respect to you and your subsidiaries (and the Target and its subsidiaries and the Acquisition), including all financial information and Projections (as defined below), as any Lead Arranger may reasonably request in connection with the arrangement and syndication of the Incremental Facilities and your assistance (and, to the extent consistent with the Purchase Agreement, using your commercially reasonable efforts to cause the Target to assist) in the preparation of one or more confidential information memoranda (each, a "Confidential Information Memorandum") and other marketing materials to be used in connection with the syndication (all such information, memoranda and material, "Information Materials"), (D) your hosting, with the Initial Lenders, of a meeting, which may be telephonic, of prospective Incremental Lenders at a time and location, if applicable, to be mutually agreed (and, to the extent consistent with the Purchase Agreement, using your commercially reasonable efforts to cause the officers of the Target to be available for such meetings), (E) your using your commercially reasonable efforts to obtain (x) updated corporate credit and/or corporate family ratings for the Borrower and (y) ratings for the Term B Incremental Facility from each of Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Financial Services LLC ("S&P") prior to the launch of the syndication and (F) your ensuring that there is no competing offering, placement, arrangement or syndication of any debt securities, syndicated bank financing or other credit or loan facility (other than the Incremental Facilities or any Alternative Financing issued in lieu of all or a portion of the Term B Incremental Facility) or announcement thereof by or on behalf of you and your subsidiaries, your using commercially reasonable efforts to ensure that there is no competing offering, placement, arrangement or syndication of any debt securities, syndicated bank financing or other credit or loan facility (other than the Incremental Facilities or any Alternative Financing issued in lieu of all or a portion of the Term B Incremental Facility) or announcement thereof by or on behalf of the Target and its subsidiaries, in each case that would reasonably be expected to materially impair the primary syndication of the Incremental Facilities (it being understood that any replacements, extensions and renewals of existing indebtedness of the Target and its subsidiaries that matures prior to the Incremental Facility Closing Date, any indebtedness in the ordinary course of business of the Target or its subsidiaries and other indebtedness of the Target and its subsidiaries permitted to be incurred pursuant to the Purchase Agreement shall not be subject to this clause).

Upon the request of any Commitment Party, you will furnish, for no fee, to such Commitment Party an electronic version of your and your subsidiaries' corporate logos for use in marketing materials for the purpose of facilitating the syndication of the Incremental Facilities (the "License"); provided, however, that the License shall be used solely for the purpose described above and in a manner that is not intended or reasonably likely to harm, disparage or otherwise adversely affect you and your subsidiaries; provided, further, that the License may not be assigned or transferred. For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation binding upon you or any of your subsidiaries or affiliates or upon the Target or any of its respective subsidiaries or affiliates or any obligation of confidentiality binding upon, or waive any attorney-client privilege of, you, the Target or your or its respective subsidiaries and affiliates (in which case you agree to use commercially reasonable efforts to have any such confidentiality obligation waived, and otherwise in all instances, to the extent practicable and not prohibited by applicable law, rule or regulation, promptly notify us that information is being withheld pursuant to this sentence); provided that the representation and warranty made by you with respect to information in Section 4 shall not be affected in any way by your decision not to provide such information.

The Lead Arrangers, in their capacities as such, will manage, in consultation with you, all aspects of the syndication including decisions as to the selection of institutions to be approached and when they will be approached, when commitments will be accepted, which institutions will participate, the allocation of the commitments among the Incremental Lenders and the amount and distribution of fees among the Incremental Lenders. You hereby acknowledge and agree that each Lead Arranger will have no responsibility other than to arrange the syndication as set forth herein and each Commitment Party is acting solely in the capacity of an arm's-length contractual counterparty to the Borrower with respect to the arrangement of the Incremental Facilities and not as a financial advisor or fiduciary to, or an agent of the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Commitment Party based on an alleged breach of fiduciary duty by such Commitment Party in connection with this Commitment Letter and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that none of the Commitment Parties is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and no Commitment Party shall have any responsibility or liability to the Borrower with respect thereto. Any review by a Commitment Party of the Borrower, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Commitment Party and its lending affiliates, and shall not be on behalf of the Borrower.

You acknowledge that the Lead Arrangers on your behalf will make Information Materials available to the proposed syndicate of Incremental Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system. At the reasonable request of the Initial Lenders, you agree to use commercially reasonable efforts to assist in the preparation of a version of each Confidential Information Memorandum or other Information Materials (a "Public Version") consisting exclusively of information with respect to you and your affiliates, the Target and its subsidiaries and the Acquisition that is either publicly available or not material with respect to you and your affiliates, the Target and its subsidiaries and the Acquisition or any of your or their respective securities for purposes of United States federal and state securities laws (such information, "Non-MNPI"). Such Public Versions, together with any other information prepared by you or the Target or your or its affiliates or representatives and conspicuously marked "Public" (collectively, the "Public Information"), which at a minimum means that the word "Public" will appear prominently on the first page of any such information, may be distributed by us to prospective Incremental Lenders who have advised us that they wish to receive only Non-MNPI ("Public Side Lenders"). You acknowledge and agree that, in addition to Public Information and unless you promptly notify us otherwise, (a) term sheets and drafts and final definitive documentation with respect to the Incremental Facilities, (b) administrative materials prepared by the Initial Lenders for prospective Incremental Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) notifications of changes in the terms of the Incremental Facilities may be distributed to Public Side Lenders. You acknowledge that any Commitment Party's public-side employees and representatives who are publishing debt analysts may participate in any meetings held pursuant to clause (D) of the second preceding paragraph; provided that such analysts shall not publish any information obtained from such meetings (i) until the syndication of the Incremental Facilities has been completed upon the making of allocations by the Lead Arrangers freeing the Incremental Facilities to trade or (ii) in violation of any confidentiality agreement between you and the relevant Commitment Party.

In connection with our distribution to prospective Incremental Lenders of any Confidential Information Memorandum and, upon our request, any other Information Materials, you will execute and deliver to us a customary authorization letter authorizing such distribution and, in the case of any Public Version thereof, representing that it only contains Non-MNPI. Such authorization letter and each Confidential Information Memorandum will be accompanied by a disclaimer exculpating you and your subsidiaries and affiliates and us and our affiliates with respect to any liability related to the use or misuse of the contents of the Confidential Information Memorandum or any related marketing material by the recipients thereof.

Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, (i) the obtaining of the rating referenced above, (ii) the commencement of the syndication set forth in this Section 3, (iii) a Successful Syndication or (iv) the compliance with any of the other provisions set forth in this Section 3, in each case, shall not constitute a condition to the commitments hereunder or the funding of the Incremental Facilities on the Incremental Facility Closing Date or at any time thereafter.

4. Information

You hereby represent and warrant (provided that (i) the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or the funding of the Incremental Facilities on the Incremental Facility Closing Date, subject to Section 7 and (ii) such representation and warranty with respect to the Target prior to the Incremental Facility Closing Date, its operations or assets, is made only to your knowledge), (a) all written information and written data (such information and data, other than (i) projections, pro forma financial information, financial estimates, forecasts and other forward-looking information (the "Projections") and (ii) information of a general economic or industry-specific nature, the "Information") that has been or will be made available to the Lead Arrangers by or on behalf of you, the Target or any of your or their representatives in connection with the Transactions, taken as a whole, does not or will not, when furnished to us, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, when taken as a whole, not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to the Lead Arrangers by or on behalf of you or the Target or any of your or their representatives have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time made and at the time such Projections are provided to the Lead Arrangers; it being understood that the Projections are predictions as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that such differences may be material. You agree that if, at any time prior to the later of the expiration of the Syndication Period and the Incremental Facility Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will (or, prior to the Incremental Facility Closing Date, with respect to any such Information and Projections relating to the Target, its subsidiaries or their respective operations or assets, use your commercially reasonable efforts to cause the Target to) promptly supplement the Information and the Projections so that (with respect to Information relating to the Target, its subsidiaries or their respective operations or assets prior to the Incremental Facility Closing Date, to the best of your knowledge), such representations will be correct in all material respects under those circumstances on such date. You understand that in arranging and syndicating the Incremental Facilities we may use and rely on the Information and Projections without independent verification thereof.

5. Fees

As consideration for the commitments and agreements of the Initial Lenders hereunder, you agree to pay or cause to be paid the nonrefundable fees described in the Incremental Facility Fee Letter dated on or about the date hereof and delivered herewith (the "Incremental Facility Fee Letter") and the Initial Lead Arranger Fee Letter dated on or about the date hereof and delivered herewith (the "Initial Lead Arranger Fee Letter" and together with the Incremental Facility Fee Letter, the "Fee Letters"), in each case, on the terms and subject to the conditions set forth therein.

6. Conditions

Each Commitment Party's commitments and agreements hereunder are subject to the conditions set forth in Exhibit C under the heading "Conditions" (collectively, the "Funding Conditions"); it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letters and the Facility Documentation (as defined in Exhibit B)) other than the Funding Conditions that are expressly stated to be conditions to the initial funding under the Incremental Facilities on the Incremental Facility Closing Date (and upon satisfaction or waiver of such conditions, the initial funding under the Incremental Facility shall occur).

7. Limited Conditionality Provision.

Notwithstanding anything in this Commitment Letter, the Fee Letters, the Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations and warranties the accuracy of which shall be a condition to the availability of the Incremental Facilities on the Incremental Facility Closing Date shall be (A) the Specified Representations (as defined below) in the Facility Documentation, and (B) such of the representations and warranties made by or on behalf of the Target and/or the Seller in the Purchase Agreement as are material to the interests of the Incremental Lenders, but only to the extent that accuracy of any such representations or warranties is a condition to the obligations of the Borrower (or any affiliate thereof) to close under the Purchase Agreement or the Borrower (or an affiliate thereof) has the right (without regard to any notice requirement but giving effect to any applicable cure provisions) to terminate its obligations under the Purchase Agreement, or to decline to consummate the Acquisition as a result of a breach of such representations or warranties in the Purchase Agreement (the "Target Representations"), (ii) subject to this Section 7, the terms of the Facility Documentation and the Closing Deliverables (as defined in Exhibit C) shall be in a form such that they do not impair availability of the Incremental Facilities on the Incremental Facility Closing Date if the Funding Conditions are satisfied (or waived by each Lead Arranger) and (iii) to the extent any Collateral or any security interest therein (other than assets with respect to which a lien or security interest may be perfected by (x) the filing of a financing statement under the Uniform Commercial Code or (y) the delivery of stock certificates of the Target and the material domestic Subsidiaries of the Borrower and the Target included in the collateral (with respect to the material domestic subsidiaries of the Target so long as you have used commercially reasonable efforts to obtain such certificates, solely to the extent such stock certificates are received from the Target or affiliates thereof on or prior to the Incremental Facility Closing Date), together with undated stock powers executed in blank to the extent possession of such certificates perfects a security interest therein) is not provided or perfected on the Incremental Facility Closing Date after your use of commercially reasonable efforts to do so, the provision and/or perfection of such security interests in such Collateral shall not constitute a condition precedent to the availability of the Incremental Facilities on the Incremental Facility Closing Date, but shall be required to be provided and/or perfected in accordance with Section 6.10 of the Existing Credit Agreement. Those matters that are not covered by or made clear under the provisions of this Commitment Letter shall be, subject to the Documentation Principles (as defined in Exhibit B), negotiated in good faith and are subject to the approval and agreement of us and you; provided that nothing in the Facility Documentation shall increase or expand the conditions to initial funding set forth in Exhibit C and that, in all other respects, such approvals and agreements shall be in a manner that is consistent with the Term Sheet and, with respect to other terms, the Documentation Principles. For purposes hereof, "Specified Representations" means the representations and warranties set forth in Sections 4.3(a) (Existence) and (c) (Good Standing) (solely with respect to the good standing of the Borrower in its jurisdiction of formation), 4.4(a) (Power and Authority; Enforceable Obligations), 4.5 (No Legal Bar) (solely with respect to organizational or governing documents and the Existing Credit Agreement solely as to the borrowing of the Incremental Facilities and without giving effect to the "Material Adverse Effect" qualifier set forth in Section 4.5), 4.11 (Federal Regulations), 4.14 (Investment Company Act; Other Regulations), 4.16 (Use of Proceeds), 4.19 (Security Documents), 4.20 (Solvency), 4.21 (Senior Indebtedness), 4.23 (Anti-Corruption Laws and Sanctions) and 4.24 (Affected Financial Institutions) of the Existing Credit Agreement.

Without limiting the conditions precedent provided herein to funding the consummation of the Acquisition with the proceeds of the Incremental Facilities, each Lead Arranger will cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Incremental Facilities in a manner consistent with the Purchase Agreement. This Section 7 is referred to as the "Limited Conditionality Provision".

8. Indemnification and Expenses; Limitation of Liability; Settlement

(a) *Indemnification*

You agree (a) to indemnify and hold harmless the Initial Lenders, their affiliates and their and their affiliates' respective directors, officers, employees, advisors, agents and other representatives (each, an "Indemnified Person") from and against any and all losses, claims, damages and liabilities to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letters, the Incremental Facilities, the use of the proceeds thereof or the Transactions or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person upon demand for any reasonable and documented legal or other out-of-pocket expenses (but limited, in the case of legal fees and expenses, to one counsel to such Indemnified Persons taken as a whole and, solely in the case of an actual or perceived conflict of interest, one additional counsel to all affected Indemnified Persons, taken as a whole (and, if reasonably necessary, one local counsel in any relevant jurisdiction to all such persons, taken as a whole and, solely in the case of any such conflict of interest, one additional local counsel to all affected Indemnified Persons taken as a whole, in each such relevant jurisdiction)) incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from (i) the bad faith, willful misconduct or gross negligence of such Indemnified Person or its controlled affiliates, directors, officers or employees (collectively, the "Related Parties"), (ii) a material breach of the obligations of such Indemnified Person or any of its Related Parties under this Commitment Letter, the Fee Letters or the Facility Documentation or (iii) disputes or Proceedings that are brought by an Indemnified Person against any other Indemnified Person (other than any claims against any arranger, bookrunner or agent in its capacity or in fulfilling its roles as an arranger, bookrunner or agent hereunder or any similar role with respect to the Incremental Facilities) to the extent such disputes do not arise from any act or omission of you or any of your affiliates and (b) regardless of whether the Incremental Facility Closing Date occurs, to reimburse the Initial Lenders and their respective affiliates for all reasonable and documented out-of-pocket costs that have been invoiced prior to the Incremental Facility Closing Date or following termination or expiration of the agreements hereunder (including the reasonable and documented out-of-pocket due diligence costs, syndication costs, travel costs, and the reasonable fees, charges and disbursements of the one firm of primary external counsel identified in the Term Sheet and if reasonably necessary, of one local counsel in any relevant jurisdiction and of special counsel) incurred in connection with the Incremental Facilities and any related documentation (including this Commitment Letter and the Facility Documentation) or the administration, amendment, modification or waiver thereof (it being understood, however, that no such amounts shall be due on the Incremental Facility Closing Date except to the extent set forth in paragraph 5 of Exhibit C); provided that the Initial Lenders will use reasonable efforts to notify you when reimbursable legal expenses of primary external counsel exceed $500,000 and at each $250,000 increment thereafter. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto. Notwithstanding the foregoing, to the extent that it is found by a final, non-appealable judgment of a court of competent jurisdiction that an Indemnified Person is not entitled to indemnification because such loss, claim, damage or liability resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Person or its Related Parties or the material breach of the obligations of such Indemnified Person or any of its Related Parties under the Commitment Letter, the Fee Letters or the Facility Documentation, then such Indemnified Person will refund to you any portion of the reimbursed amounts that is attributable to expenses incurred in relation to the act or omission of such Indemnified Person which is the subject of such finding; provided that any amount so refunded shall be returned by you if such finding is overturned by a higher court.

(b) *Limitation of Liability*

It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person). No Commitment Party, its affiliates or its affiliates' respective directors, officers employees, advisors, agents and other representatives (each, an "Arranger-Related Person") shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the bad faith, gross negligence or willful misconduct of such Arranger-Related Person (or any of its Related Parties) or a material breach of the obligations of such Arranger-Related Person (or any of its Related Parties) under this Commitment Letter, the Fee Letters or the Facility Documentation. None of the Arranger-Related Persons or you, the Target or any of your affiliates or the respective directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letters, the Incremental Facilities, the use of proceeds thereof or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations in respect of any such damages incurred or paid by an Indemnified Person to a third party. You agree, to the extent permitted by applicable law, to not assert any claims against any Arranger-Related Person with respect to any of the foregoing.

(c) *Settlement*

You shall not, without the prior written consent of the applicable Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person or any injunctive relief or other non-monetary remedy. You acknowledge that any failure to comply with your obligations under the preceding sentence may cause irreparable harm to the Commitment Parties and the other Indemnified Persons.

9. Sharing of Information, Affiliate Activities

You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including, but not limited to, financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. None of the Initial Lenders will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or such Initial Lender's other relationships with you in connection with the performance by the Initial Lenders or their respective affiliates of services for other companies, and none of the Initial Lenders will furnish such information to other companies. You also acknowledge that none of the Initial Lenders has any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained from other companies.

You further acknowledge that each of the Initial Lenders is a full-service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each of the Initial Lenders may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you and other companies with which you may have commercial or other relationships. With respect to any securities and/or financial instruments held by any of the Initial Lenders or any of their customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

In addition, you acknowledge that each Commitment Party or its affiliates may currently be acting as Lenders under the Existing Credit Agreement and your and such Commitment Party's and its affiliates' rights and obligations under the Existing Credit Agreement that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Commitment Letter and none of such rights and obligations under such other agreements shall be affected by any Commitment Party's performance or lack of performance of services hereunder. You hereby agree that each Commitment Party and its affiliates may render its services under this Commitment Letter notwithstanding any actual or potential conflict of interest claims presented by the foregoing and you hereby waive any conflict of interest claims relating to the relationship between any Commitment Party and such Commitment Party's affiliates, the Borrower and its controlled affiliates in connection with the commitments and other services contemplated hereby, on the one hand, and the exercise by such Commitment Party or any of its affiliates of any of its rights and duties under any credit or other agreement (including the Existing Credit Agreement) on the other hand; provided that the foregoing shall not limit the Commitment Parties' obligations that are expressly provided herein.

10. Confidentiality

This Commitment Letter is delivered to you on the understanding that none of this Commitment Letter, the Fee Letters or any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) you and your officers, directors, employees, affiliates, members, partners, attorneys, accountants, agents and advisors, in each case on a confidential and need-to-know basis, (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental authority (in which case you agree, to the extent permitted by law, to use commercially reasonable efforts to inform us promptly in advance thereof), (c) this Commitment Letter and the existence and contents hereof (but not the Fee Letters or the contents thereof) may be disclosed to the Seller, the Target and their respective officers, directors, employees, affiliates, members, partners, attorneys, accountants, agents and advisors, in each case on a confidential and need-to-know basis, (d) disclosure of the aggregate fee amount contained in the Fee Letters as part of projections, pro forma information or a generic disclosure of aggregate sources and uses to the extent customary in any syndication or other marketing material in connection with the Incremental Facilities or in connection with any public filing requirement or other regulatory requirement, (e) the Term Sheet may be disclosed to potential Incremental Lenders and to any rating agency in connection with the Incremental Facilities and (f) to the extent portions thereof have been redacted in a manner reasonably satisfactory to the Lead Arrangers or the Initial Lead Arranger, as applicable, you may disclose the applicable Fee Letter and the contents thereof to the Target, its selling stockholders and their respective officers, directors, equityholders, employees, attorneys, accountants, and advisors, on a confidential basis.

Notwithstanding any other provision in this Commitment Letter, the Commitment Parties hereby confirm that the Borrower will not be limited from disclosing the U.S. tax treatment or U.S. tax structure of the Incremental Facilities.

The Initial Lenders shall use all nonpublic information received by them in connection with the transactions contemplated hereby solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) to rating agencies, in connection with obtaining the ratings described in Section 3, in consultation and coordination with you, (b) to any Incremental Lenders or participants or prospective Incremental Lenders or participants or any potential counterparty (or its advisors) to any swap or derivative transaction or credit insurance transaction relating to the Borrower or any of its affiliates or their respective obligations, (c) in any legal, judicial or administrative proceeding or other compulsory process or as required by applicable law or regulations (in which case the applicable Commitment Party shall use commercially reasonable efforts to promptly notify you, in advance, to the extent permitted by law, except in connection with any written request as part of a regulatory or bank examination or an inquiry by a self-regulatory body in the ordinary course), (d) upon the written request or demand of any regulatory authority or self-regulatory organization having jurisdiction or oversight over such Commitment Party or its affiliates (in which case the applicable Commitment Party shall use commercially reasonable efforts to promptly notify you, in advance, to the extent permitted by law, except in connection with any written request as part of a regulatory or bank examination or an inquiry by a self-regulatory body in the ordinary course), (e) to the employees, directors, officers, legal counsel, independent auditors, professionals and other experts or agents of such Commitment Party and its affiliates (collectively, "Representatives") who need to know such information and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of its respective affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and the applicable Commitment Party shall be responsible for its affiliates' compliance with this paragraph) solely in connection with the Transactions and any related transactions, (g) to the extent any such information becomes generally publicly available other than by reason of disclosure by such Commitment Party, its affiliates or Representatives in breach of this Commitment Letter, (h) for purposes of establishing a "due diligence" defense and (i) pursuant to customary disclosure about the terms of the financing contemplated hereby in the ordinary course of business to market data collectors and similar service providers to the loan industry for league table purposes; provided that the disclosure of any such information to any Incremental Lenders or prospective Incremental Lenders or participants or prospective participants or any potential counterparty (or its advisors) referred to above shall be made subject to the acknowledgment and acceptance by such Incremental Lender or prospective Incremental Lender or participant or prospective participant or such potential counterparty (or its advisors) that such information is being disseminated on a confidential basis in accordance with the standard syndication processes of the applicable Commitment Party or customary market standards for dissemination of such type of information (including in connection with solicitation of approvals, which shall in any event require "click through" or other affirmative actions on the part of the recipient to access such information). The Initial Lenders' obligations under this paragraph will automatically terminate and be superseded by the confidentiality provisions in the Facility Documentation upon the execution and delivery thereof and in any event will automatically terminate two years following the date of this Commitment Letter.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority, without notification to any other person.

11. Miscellaneous

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the Indemnified Persons and the Arranger-Related Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the Indemnified Persons and the Arranger-Related Persons to the extent expressly set forth herein. The Initial Lenders reserve the right to employ the services of their affiliates in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates certain fees payable to the Initial Lenders in such manner as the Initial Lenders and their affiliates may agree in their sole discretion. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Commitment Letter, the Fee Letters and/or any document to be signed in connection with this letter agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. This Commitment Letter and the Fee Letters are the only agreements that have been entered into among us and you with respect to the Incremental Facilities and set forth the entire understanding of the parties with respect thereto. This Commitment Letter and any claim or controversy arising hereunder or related hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, however, that (a) the interpretation of the definition of "Material Adverse Effect" or any similar defined term in the Purchase Agreement and the determination as to whether a Material Adverse Effect or such similar event has occurred, (b) the determination of the accuracy of any Target Representation and whether, as a result of any inaccuracy thereof, the Borrower (or any affiliate thereof) has the right to terminate its obligations under the Purchase Agreement or to decline to consummate the Acquisition and (c) the determination as to whether the Acquisition has been consummated in accordance with the terms of the Purchase Agreement, shall, in each case, be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without giving effect to any choice-of-law or conflict-of-law provisions that would result in the application of the laws of any other jurisdiction..

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue of the United States District Cout for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the Fee Letters or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. Notwithstanding the foregoing, a final judgment in any suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

YOU AND WE HEREBY IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, THIS COMMITMENT LETTER OR THE FEE LETTERS OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the Initial Lenders hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act") and the requirements of 31 C.F.R. §1010.230 (the "Beneficial Ownership Regulation"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow such Initial Lender to identify the Borrower and each Guarantor in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and the Beneficial Ownership Regulation and is effective for the Initial Lenders and each Incremental Lender.

The syndication, indemnification, limitation of liability, fee, expense, jurisdiction, confidentiality, sharing of information, affiliate activities, governing law, waiver of trial by jury, venue, electronic signature and absence of fiduciary relationship provisions contained herein and in the Fee Letters and this paragraph shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder; provided that your obligations under this Commitment Letter (except as set forth in the second through sixth paragraphs of Section 3 of this Commitment Letter and the penultimate sentence of Section 4 of this Commitment Letter and other than your obligations with respect to confidentiality) shall automatically terminate and be superseded, to the extent comparable, by the provisions of the Facility Documentation upon the funding thereunder, and you shall automatically be released from all liability in connection therewith at such time. You shall have the right to terminate this Commitment Letter and the commitments of the Incremental Lenders hereunder in full at any time upon written notice to them from you, subject to your surviving obligations as set forth in the preceding sentence; provided that, notwithstanding the foregoing, you may reduce the commitments in respect of the Term B Incremental Facility in whole or in part in connection with any Alternative Financing (as defined in the Incremental Facility Fee Letter) as contemplated by this Commitment Letter, the Term Sheet and the Fee Letters; provided, further, that such reductions shall be made on a dollar-for-dollar basis by the amount of the net cash proceeds actually received by the Borrower (including into escrow so long as the conditions to the release from escrow are not more restrictive to the applicable issuer than the conditions to the availability of the Incremental Facilities) of any financing that the Borrower elects in its sole discretion, to incur in order to finance, in whole or in part, the purchase price of the Acquisition.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and the Fee Letters by returning to JPMorgan executed counterparts of this Commitment Letter and the Fee Letters not later than 11:59 p.m., New York City time, on August 15, 2026. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

In the event that the initial borrowing under the Incremental Facilities does not occur on or before the Expiration Date, then this Commitment Letter and the commitments hereunder shall automatically terminate unless we shall, in our discretion, agree to an extension. "Expiration Date" means the earliest of (a) the closing of the Acquisition without the use of the Incremental Facilities, (b) the termination of the Purchase Agreement prior to the closing of the Acquisition or the date of abandonment of the Acquisition or termination of your obligations under the Purchase Agreement to consummate the Acquisition in accordance with the terms thereof and (c) 11:59 p.m., New York City time, on the fifth Business Day following the "Outside Date" (as such term is defined in the Purchase Agreement as in effect on the date hereof and as it may be extended in accordance with Section 9.1(c) of the Purchase Agreement as in effect on the date hereof).

[Signature Pages Follow]

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ Stephanie Selby
Name: Stephanie Selby
Title: Vice President

BARCLAYS BANK PLC

By: /s/ John Skrobe
Name: John Skrobe
Title: Managing Director

BANK OF AMERICA, N.A.

By: /s/ Geoff Pan
Name: Geoff Pan
Title: Managing Director

BOFA SECURITIES, INC.

By: /s/ Geoff Pan
Name: Geoff Pan
Title: Managing Director

Accepted and agreed to as of the date first written above:

TTM TECHNOLOGIES, INC.

By: /s/ Daniel L. Boehle
Name: Daniel L. Boehle
Title: Executive Vice President and Chief Financial Officer

SIGNATURE PAGE TO COMMITMENT LETTER (PROJECT MACGYVER)

EXHIBIT A

PROJECT MACGYVER

Transaction Summary

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the "Commitment Letter") or in the Commitment Letter.

The Borrower intends to consummate the Acquisition as described below.

In connection with the foregoing, it is intended that:

a. TTM Technologies, Inc., a Delaware corporation (the "Borrower"), intends to acquire (the "Acquisition") directly or indirectly through a wholly-owned subsidiary of the Borrower, all of the outstanding equity interests of the company previously identified to us and code named "MacGyver" and certain of its affiliates (the "Target") pursuant to a Securities Purchase Agreement (the "Purchase Agreement") to be entered into with the immediate parent of Target, in its capacity as seller (the "Seller") and Target. Following the Acquisition, 100% of the outstanding equity interests of the Target will be owned, directly or indirectly, by the Borrower.

b. The Borrower shall fund the portion of the purchase price for the Acquisition that is not funded with proceeds of the Incremental Facilities from (i) cash on hand not representing proceeds of debt ("Cash on Hand") and/or cash from borrowings under revolving credit facilities (collectively, the "Cash Funding") and/or (ii) the proceeds of senior notes, convertible notes and/or equity issued by the Borrower prior to the Incremental Facility Closing Date in lieu of all or any portion of the Term B Incremental Facility (each an "Alternative Financing").

c. The Borrower shall apply the Limited Condition Acquisition election to the Acquisition under the Existing Credit Agreement.

d. The Borrower will obtain the borrowings under the Incremental Facilities, the Cash on Hand, the Cash Funding and/or the Alternative Financing, the collective proceeds of which will be used to pay (a) the consideration payable in connection with the Acquisition and any other payments required under the Purchase Agreement, (b) the fees and expenses incurred in connection with the Transactions (such fees and expenses, the "Transaction Costs") and (c) the Refinancing (the amounts set forth in clauses (a), (b) and (c) above, collectively, the "Acquisition Costs") with any remainder to be credited to the Borrower's account for general corporate purposes.

e. In connection with the consummation of the Transactions, all outstanding indebtedness of the Target and its subsidiaries under that certain Credit Agreement, dated as of January 10, 2023 (as amended by that certain First Amendment to Credit Agreement, dated as of April 2, 2024, as further amended by that certain Second Amendment to Credit Agreement, dated as of July 10, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Target, EDS Buyer, LLC, Pennant Park Loan Agency Servicing, LLC and the other parties from time to time party thereto, will be repaid in full (the "Refinancing").

The date of the initial funding of the Incremental Facilities is referred to herein as the "Incremental Facility Closing Date". The transactions described above and the payment of related fees and expenses are collectively referred to herein as the "Transactions."

EXHIBIT B

PROJECT MACGYVER

$1,100,000,000 SENIOR SECURED INCREMENTAL TERM FACILITIES

Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Incremental Facilities. Capitalized terms used but not defined shall have the meanings set forth in the Commitment Letter to which this Exhibit B is attached and the other Exhibits to such Commitment Letter.

1. PARTIES

Borrower:	TTM Technologies, Inc.
Guarantors:	Same as Existing Credit Agreement
Joint Lead Arrangers and Bookrunners:	JPMorgan Chase Bank, N.A, Barclays Bank PLC, BofA Securities Inc. and any Additional Agent appointed pursuant to the Commitment Letter (the "Lead Arrangers").
Administrative Agent:	JPMorgan Chase Bank, N.A. (in such capacity, the "Administrative Agent")
Incremental Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Lead Arrangers (collectively, the "Incremental Lenders").

2. TYPES AND AMOUNTS OF FACILITIES

A. Term Facilities

Type and Amount:	Consisting of (i) a $300,000,000 senior secured term loan A facility (the "Term A Incremental Facility" and the loans thereunder, the "Term A Incremental Loans") and (ii) a $800,000,000 seven-year senior secured term loan B facility (the "Term B Incremental Facility" and the loans thereunder, the "Term B Incremental Loans" and the Term B Incremental Loans, collectively with the Term A Incremental Loans, the "New Term Loans"), with the principal amount of the Term B Incremental Facility subject to increase to fund original issue discount and/or upfront fees resulting from the exercise of the "Market Flex" provisions set forth in Section 7 of the Incremental Facility Fee Letter and reduction in connection with any Alternative Financing as contemplated in the Commitment Letter and the Incremental Facility Fee Letter.
Incremental Term Facilities/Incremental Equivalent Indebtedness:	The Facility Documentation (as defined below) will permit the Borrower to add one or more incremental term loan facilities (each, an "Incremental Term Facility") consistent with the terms and conditions set forth in the Existing Credit Agreement except that Consolidated

	EBITDA as set forth in the definition of the Base Incremental Amount in the Existing Credit Agreement shall automatically reset in the Existing Credit Agreement to include pro forma Consolidated EBITDA following the Acquisition; provided that the all-in-yield (whether in the form of interest rate margins, original issue discount, upfront fees or interest rate floors) applicable to any Incremental Term Facility or any Permitted Additional Pari Passu Indebtedness in the form of senior secured term loans incurred on or prior to the six month anniversary of the Incremental Facility Closing Date will not be more than 50 basis points higher than the corresponding all-in-yield (after giving effect to interest rate margins, original issue discount, upfront fees or interest rate floors) for any class of New Term Loans, unless the interest rate margins with respect to such class of New Term Loans are increased to the amount necessary so that the difference between the all-in-yield with respect to such Incremental Term Facility or Permitted Additional Pari Passu Indebtedness, as applicable, and all-in-yield on such class of New Term Loans is equal to 50 basis points.
Maturity and Amortization:	The Term A Incremental Loans will mature on the Scheduled Revolving Termination Date (as defined in the Existing Credit Agreement) (the "TLA Maturity Date"); provided that, the TLA Maturity Date may include the ability for a springing maturity date consistent with the Revolving Springing Maturity Date to the extent that the consent of the Required Lenders is received on or prior to the Incremental Facility Closing Date. The Term B Incremental Loans will mature seven years after the Incremental Facility Closing Date (the "TLB Maturity Date"). The Term A Incremental Loans shall be repayable in quarterly installments in an amount equal to (i) 0.625% of the initial aggregate principal amount of the Term A Incremental Loans for each Fiscal Quarter commencing with the third Fiscal Quarter following the Incremental Facility Closing Date through and including the tenth Fiscal Quarter following the Incremental Facility Closing Date and (ii) 1.0% of the initial aggregate principal amount of the Term A Incremental Loans for each Fiscal Quarter thereafter. The balance of the Term A Incremental Loans will be repayable on the TLA Maturity Date. The Term B Incremental Loans shall be repayable in equal quarterly installments in an aggregate annual amount equal to 1.0% of the initial aggregate principal amount of the Term B Incremental Loans commencing the first Fiscal Quarter following the Incremental Facility Closing Date. The balance of the Term B Incremental Loans will be repayable on the TLB Maturity Date.
Availability:	The New Term Loans shall be made in a single drawing on the Incremental Facility Closing Date. Repayments and prepayments of the New Term Loans may not be reborrowed.

Use of Proceeds:	The proceeds of the New Term Loans will be used, together with Cash Funding or any Alternative Financing (as defined in the Incremental Facility Fee Letter), to fund all or a portion of the purchase price for the Acquisition, to consummate the Refinancing and/or to pay fees, costs and expenses in connection with the Acquisition and the financing therefor.

3. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates:	As set forth on Annex I.
Optional Prepayments and Commitment Reductions:	Same as the Existing Credit Agreement.
Mandatory Prepayments:	Same as the Existing Credit Agreement. For the avoidance of doubt, the New Term Loans shall share ratably in all mandatory prepayments with the other Existing Term Loans
Prepayments Below Par:	Same as the Existing Credit Agreement.
Prepayment Premium:	All (i) voluntary prepayments of Term B Incremental Loans and all mandatory prepayments of Term B Incremental Loans from the proceeds of non-permitted debt and refinancing debt, in each case, effected prior to the six-month anniversary of the Incremental Facility Closing Date with the proceeds of a Repricing Transaction and (ii) amendments, amendments and restatements or other modifications of the Facility Documentation on or prior to the six-month anniversary of the Incremental Facility Closing Date constituting Repricing Transactions, shall, in each case, be accompanied by a fee payable to the Incremental Lenders in an amount equal to 1.00% of the aggregate principal amount of Term B Incremental Loans so prepaid, in the case of a transaction described in clause (i), or 1.00% of the aggregate principal amount of Term B Incremental Loans affected by such amendment, amendment and restatement or other modification (including any such Term B Incremental Loans assigned in connection with the replacement of an Incremental Lender not consenting thereto), in the case of a transaction described in clause (ii). As used herein, "Repricing Transaction" means (a) any prepayment of Term B Incremental Loans with the proceeds of a substantially concurrent incurrence of debt by the Borrower or any of its restricted subsidiaries (other than any such incurrence in connection with a Transformative Acquisition (as defined in the Existing Credit Agreement) in respect of which the all-in yield is, on the date of such prepayment, lower than the all-in yield on such Term B Incremental Loans (with the all-in yield calculated by the Administrative Agent in accordance with standard market practice, taking into account, in each case, any interest rate floors, the applicable margin with respect to the Term B Incremental Loans and the interest rate spreads under such debt being incurred, and any original issue discount and upfront fees

	applicable to or payable in respect of such Term B Incremental Loans and such debt being incurred with the original issue discount and upfront fees being equated to interest rate assuming a four-year life to maturity of such debt (but excluding arrangement, structuring, underwriting, commitment, amendment or other fees regardless of whether paid in whole or in part to any or all lenders of such debt and any other fees that are not paid generally to all lenders of such debt)) and (b) any amendment, amendment and restatement or other modification to the Facility Documentation that reduces the all-in yield (calculated as set forth in clause (a) above) of the Term B Incremental Loans (other than any such amendment, amendment and restatement or other modification effected in connection with a Transformative Acquisition).
4. COLLATERAL	
Collateral:	The Incremental Facilities will be secured on a pari passu basis with the Existing Term Loans under the Existing Credit Agreement.
5. CERTAIN CONDITIONS	
Conditions Precedent:	The availability of the Incremental Facilities on the Incremental Facility Closing Date will be subject to the conditions precedent set forth in Exhibit C to the Commitment Letter (the date upon which all such conditions precedent shall be satisfied, the "Incremental Facility Closing Date").
6. DOCUMENTATION	
Facility Documentation:	The Incremental Facilities will be effected pursuant to an Incremental Facility Activation Notice or other agreement or amendment to the Existing Credit Agreement (the "Incremental Agreement"), duly executed by each Incremental Lender, the Borrower and the Administrative Agent, which shall contain terms and conditions consistent with this Summary of Terms and Conditions and will not contain any condition to funding that is not expressly set forth on Exhibit C. The Incremental Agreement, the Existing Credit Agreement (and any amendments related thereto) and the other existing documentation governing the Term Loans are collectively referred to herein as the "Facility Documentation." With respect to the terms and conditions of the Incremental Facilities and any Closing Deliverables, such terms, conditions and Closing Deliverables shall be consistent with this Summary of Terms and Conditions and the Limited Conditionality Provision and, taking into account any unique circumstances relating to the Acquisition and the financing therefor, otherwise be no more restrictive or burdensome to the Borrower than the comparable documents in connection with the closing of the Existing Credit Agreement (collectively, the "Documentation Principles"); provided that neither the Incremental Facilities nor any Closing Deliverable shall contain any condition to funding other than as expressly set forth on Exhibit C.

	For purposes of the Facility Documentation, "Consolidated EBITDA" (and, without duplication, component definitions, including, without limitation, "Consolidated Net Income") shall be defined in a manner consistent with the Existing Credit Agreement but shall include the Target's Consolidated EBITDA on a pro forma basis.
Financial Covenants:	Term B Incremental Facility: None. Term A Incremental Facility: Same as applicable to the Revolving Loans in the Existing Credit Agreement.
Representations and Warranties:	Same as the Existing Credit Agreement.
Affirmative Covenants:	Same as the Existing Credit Agreement, it being understood that all affirmative covenant baskets and thresholds shall automatically reset to reflect pro forma Consolidated EBITDA (as defined herein) as of the Incremental Facility Closing Date.
Negative Covenants:	Same as the Existing Credit Agreement, it being understood that all negative covenant baskets and thresholds shall automatically reset to reflect pro forma Consolidated EBITDA (as defined herein) as of the Incremental Facility Closing Date.
Events of Default:	Same as the Existing Credit Agreement.
Voting:	Same as the Existing Credit Agreement; provided that from the Incremental Facility Closing Date, no amendment, waiver or other modification of the financial covenants set forth in Section 7.1 of the Existing Credit Agreement (or, for purposes of determining compliance with any such financial covenant, any defined term used therein) shall be effective without the written consent of lenders holding more than 50% of the outstanding principal amount of the Term A Incremental Loans.
Assignments and Participations:	Same as the Existing Credit Agreement.
Unrestricted Subsidiaries:	Same as the Existing Credit Agreement.
EU/UK Bail-In Provisions:	Same as the Existing Credit Agreement.
Yield Protection:	Same as the Existing Credit Agreement.
Expenses and Indemnification:	Same as the Existing Credit Agreement.
Governing Law and Forum:	Same as the Existing Credit Agreement.
Counsel to the Administrative Agent and the Lead Arrangers:	Simpson Thacher & Bartlett LLP.

ANNEX I TO EXHIBIT B

INTEREST AND CERTAIN FEES

Original Issue Discount/Fees/Pricing Flex:	Set forth in the Incremental Facility Fee Letter.
Interest Rate Options:	The Borrower may elect that the New Term Loans comprising each Borrowing bear interest at a rate per annum equal to (a) the ABR plus the Applicable Margin or (b) Term SOFR Rate plus the Applicable Margin.

Except for the Applicable Margin set forth below, all definitions, conventions and related provisions used in determining the rate of interest applicable to the New Term Loans, including the definitions of "ABR," "Term SOFR Rate," "ABR Loans," "Term Benchmark Loans" and "Interest Period" and the provisions relating to benchmark replacement, shall be the same as those set forth in the Existing Credit Agreement, applied mutatis mutandis to the New Term Loans.

"Applicable Margin" means (a) with respect to the Term A Incremental Loans, initially (i) 0.75% in the case of ABR Loans and (ii) 1.75% in the case of Term Benchmark Loans and (y) following the delivery of financial statements for the first fiscal quarter following the Incremental Facility Closing Date (the "Adjustment Date"), a rate per annum in accordance with the pricing grid set forth below and (b) with respect to the Term B Incremental Loans (i) 1.00% in the case of ABR Loans and (ii) 2.00% in the case of Term Benchmark Loans.

Level	Consolidated Total Leverage Ratio	Term Benchmark Rate	ABR Loans
I	Greater than 4.00x	2.25%	1.25%
II	Less than or equal to 4.00x but greater than 3.00x	2.00%	1.00%
III	Less than or equal to 3.00x but greater than 2.00x	1.75%	0.75%
IV	Less than or equal to 2.00x but greater than 1.00x	1.50%	0.50%
V	Less than or equal to 1.00x	1.25%	0.25%

Interest Payment Dates:	In the case of ABR Loans, quarterly in arrears, on the first day of each calendar quarter. In the case of Term Benchmark Loans, on the last day of each relevant Interest Period and, in the case of any Interest Period longer than three months, on each successive date three months after the first day of such Interest Period.
Default Rate:	Same as the Existing Credit Agreement
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.

EXHIBIT C

PROJECT MACGYVER

Conditions

Under the Facility Documentation for the Incremental Facilities, the initial borrowing under the Incremental Facilities shall be subject solely to the satisfaction or waiver of the following conditions (in each case, subject to the Limited Conditionality Provision):

1. The Incremental Agreement shall have been executed and delivered by the Borrower and the Guarantors, and the Borrower and the Guarantors shall have executed and delivered the following (the "Closing Deliverables") in form and substance consistent with the Commitment Letter (including the Documentation Principles) and the Fee Letters and subject to the Limited Conditionality Provision: (a) customary closing certificates (limited to (i) a solvency certificate from an authorized senior financial officer of the Borrower in substantially the form and substance set forth as Exhibit L to the Existing Credit Agreement; (ii) evidence of authority; (iii) charter documents; (iv) good standing certificates; (v) borrowing notices; (vi) customary officers' incumbency certificates; and (vii) customary officers' closing certificates); provided that such certificates shall not include any representation or statement as to the absence (or existence) of any default or event of default or a bring-down of all representations and warranties, but may include a representation or statement that the conditions under this Exhibit C are satisfied and (b) customary legal opinions with respect to the Incremental Facilities, in each case consistent with the Documentation Principles.

2. The Acquisition shall have been or, substantially concurrently with the initial borrowing under the Incremental Facilities shall be, consummated in all material respects in accordance with the terms of the Purchase Agreement, without giving effect to any modifications, amendments or waivers or consents thereto that are materially adverse to the Incremental Lenders or the Lead Arrangers without the prior written consent of each Lead Arranger (such consent not to be unreasonably withheld or delayed) (it being understood and agreed that (a) any decrease in the purchase price shall not be materially adverse to the Incremental Lenders or the Lead Arrangers so long as such decrease is allocated (i) first, to reduce the amount of the Term A Incremental Facility, (ii) second, to reduce the remaining portion of funded debt on the Incremental Facility Closing Date and (iii) third, Cash Funding to the extent it exceeds the amount set forth in paragraph (b) of Exhibit A, and (b) any increase in the purchase price shall not be materially adverse to the Incremental Lenders or the Lead Arrangers so long as such increase is funded either with (i) cash on hand (not representing proceeds of debt), (ii) equity proceeds or (iii) debt under the Borrower's existing revolving credit facilities.

3. The Target Representations and Specified Representations shall be true and correct as of the Incremental Facility Closing Date (or true and correct as of a specified date, if earlier), in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects).

4. Since the date of the Purchase Agreement, no "Material Adverse Effect" (as such term is defined in the Purchase Agreement as in effect on the date hereof) shall have occurred.

5. All costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letters payable to the Initial Lenders and/or the Incremental Lenders shall have been paid to the extent due and to the extent a reasonably detailed invoice has been delivered to the Borrower at least three business days prior to the scheduled closing.

6. The Lead Arrangers shall have received (a) the audited consolidated financial statements of the Target and its subsidiaries as of December 31, 2024 and December 31, 2025 and (b) the unaudited consolidated financial statements of the Target and its subsidiaries (including the balance sheet and the related statements of income and cash flows) as of and for the 3-month period ended March 31, 2026 (collectively, the "Target Financial Statements"). The Lead Arrangers hereby acknowledge the receipt of the Target Financial Statements.

7. The Lead Arrangers shall have received pro forma unaudited consolidated balance sheets of the Borrower and its subsidiaries and related pro forma unaudited consolidated statements of comprehensive income of the Borrower and its subsidiaries for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 60 days prior to the Incremental Facility Closing Date, prepared in good faith after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of comprehensive income).

8. The Incremental Lenders shall have received at least three business days prior to the Incremental Facility Closing Date all documentation and information reasonably requested in writing by a Lead Arranger at least ten days prior to the Incremental Facility Closing Date about the Borrower and its subsidiaries that is required by U.S. regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and the Beneficial Ownership Regulation.

9. Subject to the Limited Conditionality Provision and to the extent required by the terms of the Existing Credit Agreement, all documents and instruments required to create and perfect the Administrative Agent's security interest in the Collateral to be acquired in the Acquisition shall have been executed and delivered to the Administrative Agent (including customary lien searches in each relevant jurisdiction) and, if applicable, be in proper form for filing.

10. In connection with the consummation of the Transactions, the Refinancing shall have been consummated.

11. The Incremental Facility Closing Date shall not occur prior to 45 days following the date hereof.

Exhibit 99.1

Contact:
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TTM Technologies, Inc. Continues Global Growth Strategy with Planned Acquisition of Epiq Solutions, Enhancing Technologically Differentiated Market Offerings.

All-cash purchase price of $1.1 billion. Expected to be Immediately Accretive to Adjusted EBITDA Margin and Accretive to Non-GAAP Diluted EPS during 2028.

SANTA ANA, Calif., August 17, 2026 – TTM Technologies, Inc. (NASDAQ: TTMI) ("TTM"), a leading global manufacturer of technology products, including mission systems, radio frequency ("RF") components, RF microwave/microelectronic assemblies, and technologically advanced interconnect products, including printed circuit boards ("PCB"s) and substrates, today announced that it has entered into a definitive agreement to acquire EPIQ Design Solutions LLC ("Epiq"), a premier provider of open-architecture, AI-enabled software-defined radios ("SDRs"), high-performance RF products and radiation-tolerant space compute solutions supporting mission-critical signals intelligence and electronic warfare applications, for approximately $1.1 billion in an all-cash transaction, subject to customary closing adjustments.

This acquisition reinforces TTM's Strategy to Drive Long-Term Sustainable Results for Shareholders. TTM continues to balance its portfolio with investments for growth in fast growing markets as demonstrated by:

- Investment in capacity and innovative technology for Advanced Interconnect:
  - Committed to $1.2 billion in total expected investment from 2025-2029 for Data Center & Networking capacity
  - Over $130 million invested in Syracuse Diamond facility for Ultra-HDI solutions for Aerospace & Defense customers
  - Planned investment of over $400 Million through 2029 for growth across U.S. manufacturing facilities as munitions demand surge is expected to add on-going growth in A&D market
  - Planned investment of $50 million for TTM Innovation Center in Eau Claire, Wisconsin facility, located close to our existing technology center in Chippewa Falls, Wisconsin
- Geographic expansion into Europe:
  - Initiated by our planned acquisitions of Swiss Technology Group & ILFA, which are expected to close in late Q3
- Vertical Integration in Integrated Electronics:
  - The planned acquisition of Epiq Solutions is projected to elevate TTM's vertical integration capabilities for its integrated electronics products
  - We believe it significantly expands TTM's addressable opportunities in high-priority defense mission areas including Missile Defense, GEO-to-LEO Space, Communications and Signals Intelligence, Electronic Warfare, and Intelligence, Surveillance and Reconnaissance

Contact:
Sean K.F. Hannan,
Vice President, Investor Relations
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Planned Epiq Acquisition Strategic Rationale:

- Provides highly complementary offerings that enable full command of the RF spectrum through small-form-factor, software-driven solutions
- Accelerates TTM's "up the chain" vertical integration strategy across land, air, sea, and space domains through multiple defense and commercial expansion opportunities
- Brings cutting edge technologies optimized for size, weight, and power rooted in open architectures supporting defense and commercial markets

Enhances TTM's financial profile:

- All-cash purchase price of $1.1 billion, subject to customary closing adjustments
- Committed financing from JPMorgan, Bank of America, and Barclays, subject to customary conditions
- Synergy-adjusted transaction multiple estimated to be 17.4x expected Adjusted 2027 EBITDA [1]
- Expected to be immediately accretive to Adjusted EBITDA margin and accretive to Non-GAAP Diluted EPS during 2028 [1]
- At the close of the transaction, we estimate total net leverage of 2.3x and we expect to reduce this to within the range of 1.5x to 1.7x within 12-18 months
- The transaction strengthens our financial model by adding a projected high margin long-cycle business
- Plenty of projected dry powder remains to invest in other strategic opportunities for growth in our end markets

"In support of our strategic direction we plan to continue to invest in critical technologies for our customer base. The addition of Epiq Solutions to TTM is highly strategic and provides complementary technology to our overall portfolio and represents an important step in executing our long-term growth strategy," said Edwin Roks, President and Chief Executive Officer of TTM.

Guggenheim Securities, LLC is serving as the exclusive financial advisor and Polsinelli PC is serving as exclusive legal adviser to TTM for the potential acquisition of Epiq.

Conference Call

TTM will hold a conference call today at 12:30 p.m. EDT, hosted by President & CEO, Edwin Roks, and Executive Vice President & CFO, Dan Boehle. Access to the conference call will be available by clicking on the registration link TTM Technologies Planned Acquisition of Epiq Solutions Conference Call. Registering participants will receive dial in information and a unique PIN to join the call. Participants can register at any time up to the start of the conference call. The conference call will also be simulcast on the company's website for those who would like to view the live webcast, and this can be accessed by clicking on the link TTM Technologies Planned Acquisition of Epiq Solutions Webcast. The webcast will remain accessible for one week following the live event. Details will be available on TTM's Investor Relations website at https://investors.ttm.com/

[1] Assumes run-rate EBITDA synergies of $9 million

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About TTM

TTM Technologies, Inc. is a leading global manufacturer of technology products, including mission systems, radio frequency ("RF") components, RF microwave/microelectronic assemblies, and technologically advanced interconnect products, including PCBs and substrates. TTM stands for time-to-market, representing how TTM's time-critical, one-stop design, engineering and manufacturing services enable customers to reduce the time required to develop new products and bring them to market. Additional information can be found at www.ttm.com.

About Epiq Solutions

Epiq Solutions was founded in 2009 and headquartered in Rolling Meadows, IL, with additional operations in Frederick, MD, and Montreal, QC. Epiq Solutions, a portfolio company of Veritas Capital, is a premier provider of open-architecture, ITAR-free, commercial SDRs, turnkey radio frequency, and embedded computing solutions for governments and enterprises. Additional information can be found at epiqsolutions.com.

Safe Harbor Forward-Looking Statements

This release contains forward-looking statements that relate to future events or performance. TTM cautions you that such statements are simply predictions and actual events or results may differ materially. These statements reflect TTM's current expectations, and TTM does not undertake to update or revise these forward-looking statements, even if experience or future changes make it clear that any projected results expressed or implied in this or other TTM statements will not be realized. Further, these statements involve risks and uncertainties, many of which are beyond TTM's control, which could cause actual results to differ materially from the forward-looking statements. These risks and uncertainties include, but are not limited to, TTM's ability to successfully consummate the acquisitions discussed in this press release, including receipt of required regulatory approvals and satisfaction of other conditions, the conditions of the credit markets and TTM's ability to issue debt to fund the transaction on acceptable terms, general market and economic conditions, including interest rates, currency exchange rates, and consumer spending, demand for TTM's products, market pressures on prices of TTM's products, warranty claims, changes in product mix, contemplated significant capital expenditures and related financing requirements, TTM's dependence upon a small number of customers, and other factors set forth in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of TTM's public reports filed with the SEC.

Use of Non-GAAP Financial Measures

This release includes information about the adjusted EBITDA of Epiq Solutions, which is a non-GAAP financial measure. TTM presents non-GAAP financial information to enable investors to see TTM through the eyes of management and to provide better insight into TTM's ongoing financial performance. A material limitation associated with the use of the above non-GAAP financial measures is that they have no standardized measurement prescribed by GAAP and may not be comparable to similar non-GAAP financial measures used by other companies. The non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information prepared in accordance with GAAP.

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With respect to the expected 2027 Adjusted EBITDA of Epiq Solutions, we are unable to predict with reasonable certainty or without unreasonable effort certain items that may affect a comparable measure calculated and presented in accordance with GAAP. The expected 2027 Adjusted EBITDA of Epiq Solutions excludes the future impact of reconciling items that are highly variable and difficult to predict due to various factors outside of management's control and could have a material impact on future period net income of Epiq Solutions calculated and presented in accordance with GAAP. Accordingly, reconciliations of expected Adjusted EBITDA of Epiq Solutions to a comparable measure calculated and presented in accordance with GAAP has not been provided because TTM is unable to provide such reconciliation without unreasonable effort. For the same reasons, TTM is unable to address the probable significance of the information.

Exhibit 99.2

TTM Technologies™

TTM Investor Presentation
Executing on Growth Strategy

August 17, 2026

Disclaimers

Forward-Looking Statements

This presentation contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including, but not limited to, statements related to the future business outlook, the proposed consummation of the refinancing transactions described in this presentation, the expected performance of TTM Technologies, Inc. ("TTM", "we" or the "Company") and other future events. Actual results may differ materially from these forward-looking statements. Such statements relate to a variety of matters, including but not limited to the operations of TTM's businesses and the anticipated closing of the refinancing transactions. These statements reflect the current beliefs, expectations and assumptions of the management of TTM, and we believe such statements to have a reasonable basis.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the Company. These forward-looking statements are based on assumptions that may not materialize, and involve certain risks and uncertainties, many of which are beyond our control, that could cause actual events or performance to differ materially from those indicated in such forward-looking statements. Factors, risks, trends, and uncertainties that could cause actual results to differ materially from those projected, anticipated, or implied in forward-looking statements include, but are not limited to TTM's ability to successfully complete the transaction on a timely basis, including receipt of required regulatory approvals and satisfaction of other conditions; the conditions of the credit markets and TTM's ability to issue debt to fund the transaction on acceptable terms; potential changes in domestic or global economic conditions, demand for our products, market pressures on prices of our products, warranty claims, changes in product mix, contemplated significant capital expenditures and related financing requirements, our dependence upon a small number of customers, and other factors set forth in the Company's most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q and in the Company's other filings filed with the Securities and Exchange Commission (the "SEC"), including under the heading "Risk Factors", and which are available at the SEC's website at www.sec.gov.

TTM does not undertake any obligation to update any of these statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law, even if experience or future changes make it clear that any projected results expressed in this communication or future communications to stockholders, press releases or Company statements will not be realized. In addition, the inclusion of any statement in this communication does not constitute an admission by us that the events or circumstances described in such statement are material.

Use of Non-GAAP Financial Measures

This presentation includes information about the Adjusted EBITDA of Epiq Solutions, which is a non-GAAP financial measure. We present non-GAAP financial information to enable investors to see TTM through the eyes of management and to provide better insight into our ongoing financial performance. A material limitation associated with the use of the above non-GAAP financial measure is that it has no standardized measurement prescribed by GAAP and may not be comparable to similar non-GAAP financial measures used by other companies. The non-GAAP financial measure should not be considered in isolation from, or as a substitute for, financial information prepared in accordance with GAAP.

With respect to the expected 2027 Adjusted EBITDA of Epiq Solutions, TTM is unable to predict with reasonable certainty or without unreasonable effort certain items that may affect a comparable measure calculated and presented in accordance with GAAP. The expected 2027 Adjusted EBITDA of Epiq Solutions excludes the future impact of reconciling items that are highly variable and difficult to predict due to various factors outside of management's control and could have a material impact on future period net income of Epiq Solutions calculated and presented in accordance with GAAP. Accordingly, a reconciliation of expected Adjusted EBITDA of Epiq Solutions to a comparable measure calculated and presented in accordance with GAAP has not been provided because TTM is unable to provide such reconciliation without unreasonable effort. For the same reasons, TTM is unable to address the probable significance of the information.

TTM: Strong Growth Through Proactive Strategies & Investments

Notable Recent Highlights

- **Q2 2026 record quarterly revenue of $1 billion (+37% YoY)**
  - **Data Center & Networking:** $405 million in revenue (+91% YoY)
    - Enabled by strategic "brownfield" investments: $1.2 billion committed from 2025-2029
  - **Aerospace & Defense ("A&D"):** $371 million in revenue (+14% YoY)
    - Record A&D program backlog of $1.7 billion, proposal activity at all-time high
    - DoW continues to signal funding prioritization aligned with our programs/positioning

- **2026 Revenue Guidance of $4.4B signals over 50% growth YoY**
  - N+M production ramp expected to contribute $600M in Data Center & Networking revenue in second half of 2026
  - Expecting full-year 2026 A&D revenue growth in low-/mid-teens YoY
  - Implied fourth quarter expectations suggest strong organic quarterly run-rate into 2027

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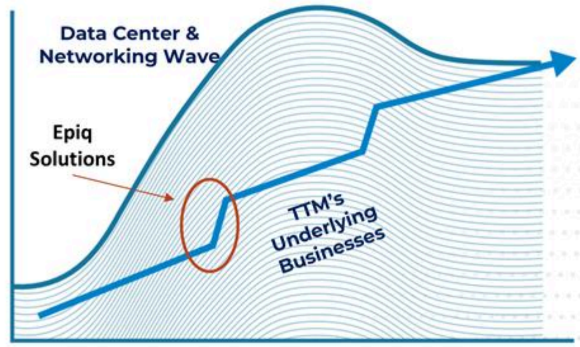
TTM: Fundamental to Our Strategy - Enhance Capabilities & Capacity

Our Investor Day Framed Three Key Strategic Directives

- **Investment in capacity and innovative technology for Advanced Interconnect**
  - Committed to $1.2 billion in expected investment from 2025-2029 for Data Center & Networking capacity
  - Over $130 million invested in Syracuse Diamond facility for Ultra-HDI solutions for our A&D customers
  - Planned investment of over $400M through 2029 for growth across U.S. manufacturing facilities to support expected growth in A&D market
  - Planned investment of $50 million for TTM Innovation Center in Eau Claire, Wisconsin facility, located close to our existing technology center in Chippewa Falls, Wisconsin

- **Geographic expansion into Europe**
  - Initiated by our planned acquisitions of Swiss Technology Group & ILFA, which are expected to close in late Q3

- **Vertical Integration in Integrated Electronics**
  - The planned acquisition of Epiq Solutions moves TTM further up the vertical in our product offerings, as illustrated by the step function in our growth chart
  - Significantly expands TTM's addressable exposure to high-priority defense mission areas including Missile Defense, GEO-to-LEO Space, Communications and Signals Intelligence, Electronic Warfare, and Intelligence, Surveillance and Reconnaissance



EPIQ SOLUTIONS: Financial Overview

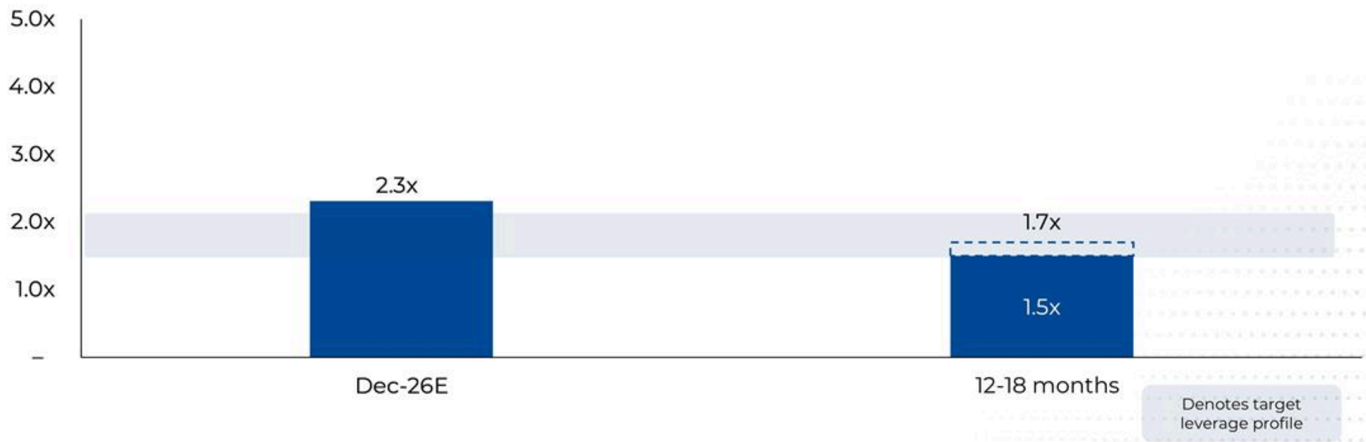
Transaction Breakdown	▪ All-cash purchase price of ~$1.1 billion, subject to customary closing adjustments ▪ Committed financing from JPMorgan, Bank of America, and Barclays, subject to customary conditions
Timing & Approvals	▪ Expected to close in Q4 2026 ▪ Subject to regulatory approvals and other customary closing conditions
Financial Highlights	▪ Expected to be immediately accretive to Adjusted EBITDA margin ▪ Expected to be accretive to Non-GAAP Diluted EPS during 2028 (1) ▪ Synergy-adjusted transaction multiple estimated to be 17.4x expected Adjusted 2027 EBITDA (1)

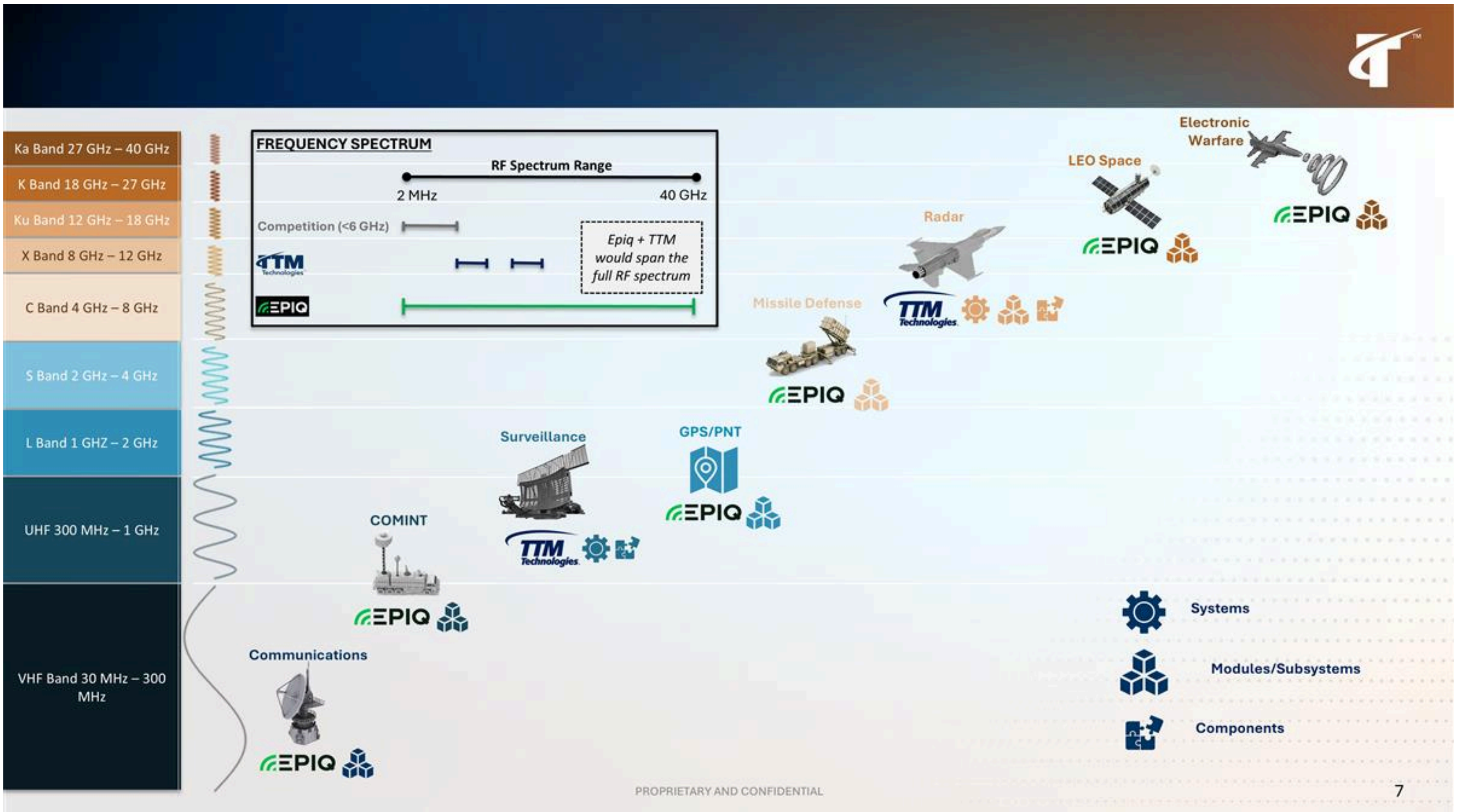
(1) Assumes run-rate EBITDA synergies of $9 million.

PROPRIETARY AND CONFIDENTIAL

EPIQ SOLUTIONS: Financial Overview Continued

Projected Strong EBITDA generation and cash flow conversion is expected to provide a path to rapid de-leveraging over the next 12-18 months





Ka Band 27 GHz – 40 GHz
K Band 18 GHz – 27 GHz
Ku Band 12 GHz – 18 GHz
X Band 8 GHz – 12 GHz
C Band 4 GHz – 8 GHz
S Band 2 GHz – 4 GHz
L Band 1 GHZ – 2 GHz
UHF 300 MHz – 1 GHz
VHF Band 30 MHz – 300 MHz
FREQUENCY SPECTRUM
RF Spectrum Range
2 MHz
40 GHz
Competition (<6 GHz)
TTM Technologies
EPIQ
Epiq + TTM would span the full RF spectrum
Electronic Warfare
LEO Space
Radar
Missile Defense
Surveillance
GPS/PNT
COMINT
Communications
Systems
Modules/Subsystems
Components
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7

Key Takeaways

Supports stated, multi-faceted growth strategy

Adds complementary and unique technologies and product offerings

Enhances TTM's long-term business composition and financial model – margin and earnings accretive[1]

(1) Expected to be immediately accretive to Adjusted EBITDA margins and expected to be accretive to Non-GAAP Diluted EPS during 2028.

PROPRIETARY AND CONFIDENTIAL