

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated June 24, 2019, is by and among [REDACTED] corporation ("**Seller**"), and [REDACTED] ("**Shareholder**" and, Shareholder together with the Seller, the "**Seller Parties**"). Each of Purchaser, Seller and Shareholder are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Seller is in the business of developing and selling enterprise software products and services related thereto to manufacturers and distributors (the "**Business**").

B. Shareholder owns all of the Capital Stock of Seller.

C. Purchaser wishes to purchase from Seller, and Seller wishes to sell to Purchaser, all of the assets, properties and rights of Seller (other than the Excluded Assets), subject to the Assumed Liabilities, upon the terms and conditions of this Agreement.

Accordingly, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere herein, the terms below are defined as follows:

"**Accountants**" has the meaning set forth in **Section 4.2(c)**.

"**Accounts Payable**" means all trade liabilities and other accounts payable of Seller in the Ordinary Course of Business.

"**Accounts Receivable**" means all accounts receivable and work in process (including billed and unbilled) of Seller.

"**Actual Net Working Capital**" means the actual Net Working Capital as of the close of business on the Closing Date, as determined after the Closing pursuant to **Section 4.2**.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person and, if such first Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such individual's immediate family and any Person who is controlled by any such member or trust. For the purposes of this Agreement, "**control**," when used with respect to any Person, means the possession, directly or indirectly, of the power to (a) vote ten percent (10%) or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person or (b) direct or cause the direction of the management and policies of