

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

ALLEGHENY

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:
TRISTATE CAPITAL BANK

Lead Defendant's Name:
NORTAP TECHNOLOGY INC., et al.

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: TIMOTHY P. PALMER, ESQUIRE

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case:

Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other
BREACH OF CONTRACT

 Employment Dispute: Discrimination
 Employment Dispute: Other

 Other: _____

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other: _____

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TRISTATE CAPITAL BANK, a
Pennsylvania state chartered bank,

Plaintiff,

v.

NORTAP TECHNOLOGY INC.,
SHOWCLIX, INC., PATRON
TECHNOLOGY, INC., ANUPAM PALIT,
MARK RILEY, MARC JENKINS,
MICHAEL MARTY, BETSY GRIDER,
MORRIS AARON and TODD SANT

Defendants.

CIVIL ACTION

No. G.D. 21 - _____

COMPLAINT

Filed By:

TRISTATE CAPITAL BANK

Counsel of Record for
this Party:

Timothy P. Palmer
Pa. I.D. No. 86165
timothy.palmer@bipc.com

Tyler S. Dischinger
Pa. I.D. No. 314299
tyler.dischinger@bipc.com

Buchanan Ingersoll & Rooney PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, Pennsylvania 15219
(412) 562-8800 T
(412) 562-1041 F

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TRISTATE CAPITAL BANK, a) CIVIL ACTION
Pennsylvania state chartered bank,)
)
Plaintiff,)
)
v.)
) No. G.D. 21 - _____
NORTAP TECHNOLOGY INC.,)
SHOWCLIX, INC., PATRON)
TECHNOLOGY, INC., ANUPAM PALIT,)
MARK RILEY, MARC JENKINS,)
MICHAEL MARTY, BETSY GRIDER,)
MORRIS AARON and TODD SANT)

Defendants.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Lawyer Referral Service
ALLEGHENY COUNTY BAR ASSOCIATION
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 261-5555

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TRISTATE CAPITAL BANK, a)	CIVIL ACTION
Pennsylvania state chartered bank,)	
)	
Plaintiff,)	
)	
v.)	
)	No. G.D. 21 - _____
NORTAP TECHNOLOGY INC.,)	
SHOWCLIX, INC., PATRON)	
TECHNOLOGY, INC., ANUPAM PALIT,)	
MARK RILEY, MARC JENKINS,)	
MICHAEL MARTY, BETSY GRIDER,)	
MORRIS AARON)	

Defendants.

COMPLAINT

Plaintiff TriState Capital Bank, a Pennsylvania state-chartered bank ("TriState" or "Plaintiff"), by and through its undersigned counsel, Buchanan Ingersoll & Rooney PC, alleges as follows:

INTERESTED PARTIES

1. Plaintiff is a Pennsylvania state-chartered bank with an address of One Oxford Centre, 301 Grant Street, Suite 2700, Pittsburgh, PA 15219.
2. Defendant Nortap Technology Inc. ("Nortap") is a Delaware limited liability company with an address of c/o Vector Capital, One Market Street, San Francisco, CA 94105. Robert Amen is identified in relevant documents as the President of the corporation.

3. Defendant ShowClix, Inc. (“ShowClix”) (n/k/a SC Management Inc.)¹ is a Pennsylvania corporation with an address of 650 Smithfield St., Pittsburgh, PA 15222. Thomas J. Costa is identified as President of the corporation.

4. Defendant Patron Technology, Inc. (“Patron”) is a Delaware corporation with an address of 10900 Perry Hwy., PMB/212, Wexford, PA 15090. Michael Marty is, or was in the past, the President of the corporation.

5. Defendant Anupam Palit (“Mr. Palit”) is, upon information and belief, a resident of Pennsylvania with an address at 6609 Landview Rd., Pittsburgh, PA 15217 and, upon information and belief, during the timeframe relevant to the allegations set forth below, was the Chief Financial Officer of ShowClix, Inc. and the Chief Financial Officer of Patron Technology, Inc.

6. Defendant Mark Riley (“Mr. Riley”) is, upon information and belief, a resident of Pennsylvania with an address at 316 Hardy Dr., Pittsburgh, PA 15241 and, upon information and belief, during the timeframe relevant to the allegations set forth below, was the Senior Vice President of Finance of ShowClix, Inc. and the Senior Vice President of Finance of Patron Technology, Inc.

7. Defendant Marc Jenkins (“Mr. Jenkins”) is, upon information and belief, a resident of Texas. After reasonable diligence, Plaintiff does not know the present address for Mr. Jenkins. Upon information and belief, during the timeframe relevant to the allegations set forth below, was the Chief Executive Officer of Patron Technology, Inc.

8. Defendant Michael Marty (“Mr. Marty”) is, upon information and belief, a resident of Connecticut with an address at 3 Stanton Road, Darien, CT 06820 and, upon

¹ Upon information and belief, ShowClix changed its name to SC Management Inc. in/around July 2020.

information and belief, during the timeframe relevant to the allegations set forth below, was the President of Patron Technology, Inc.

9. Defendant Betsy Grider (“Ms. Grider”) is, upon information and belief, a resident of North Carolina with an address at 712 McDonald Avenue, Charlotte, NC 28203 and, upon information and belief, during the timeframe relevant to the allegations set forth below, was the Chief Strategy Officer of Patron Technology, Inc.

10. Defendant Todd Sant (“Mr. Sant”) is, upon information and belief, a resident of Colorado with an address at 3650 Federal Blvd., Lot 106, Englewood, CO 80110 and, upon information and belief, during the timeframe relevant to the allegations set forth below, was the Controller and interim chief financial officer of ShowClix, Inc.

11. Defendant Morris Aaron (“Mr. Aaron”) is, upon information and belief, a resident of Arizona with an address at 4832 E. Exeter Blvd., Phoenix, AZ 85018 and, upon information and belief, during the timeframe relevant to the allegations set forth below, was the Chief Restructuring Officer of ShowClix, Inc. and the Chief Restructuring Officer of Patron Technology, Inc.

JURISDICTION AND VENUE

12. This action arises under the laws of the Commonwealth of Pennsylvania and is within the subject matter jurisdiction of this Court.

13. The Court has personal jurisdiction over Defendants pursuant to 42 Pa. Cons. Stat. Ann. §5301 and §5322 (West 2009).

14. Venue in this Court is proper because, among other reasons, the cause of action, by virtue of the harm sustained by Plaintiff, arose in Allegheny County, Pennsylvania and Defendants conduct business in Allegheny County.

INTRODUCTION²

15. During the relevant time period, ShowClix was a technology company that focused on ticketing, sales and marketing for live events, including concerts and conventions.

16. “Patron Technology, the parent company of brands including ShowClix, PatronManager, and GrowTix, has been acquired by private equity firm Vector Capital.”

-Ticket Business.

17. “Vector Capital, a leading private equity firm specializing in transformational investments in established technology, today announced its investment in Patron Technology (‘Patron’), a premier event technology platform” ... “[w]ith a great set of products, strong balance sheet, and a management team unparalleled in its industry, Patron is well position to grow over the coming years.”

– Tom Smith, VP at Vector Capital (*Business Wire*)

18. “Patron Technology, parent company to a suite of industry-leading event technology products including Showclix, PatronManager, Greencopper, Ticketleap and Token, prepares to capitalize on its favorable financial position entering 2021” ... “[t]he company’s leadership team **will continue with long-time executives** Marc Jenkins (CEO), Michael Marty (President), and Betsy Grider (Chief Strategy Officer).” (emphasis added).

-PRWeb January 7, 2021 (emphasis added).

19. Despite the “favorable financial position” announced in press releases, Patron Technology’s subsidiary, ShowClix, through its officers and employees, ran up a six-figure corporate credit card bill leading up to the Patron Technology transaction, and left TriState

² Copies of the articles from which the excerpts quoted herein originate are attached as **Exhibit J**.

holding the tab. It turns out that Patron and ShowClix was being operated by a Chief Restructuring Officer during at least a portion of 2020.

20. The family of companies was in financial distress and purportedly went through an Article 9 UCC sale which closed in September 2020.

21. Notwithstanding all of this, ShowClix continued to rack up charges on its Visa Commercial Credit Card throughout 2020 at TriState's expense, with no intent to repay.

22. Patron guaranteed such obligations, yet it also sold its assets without providing any means to repay the increasing TriState debt.

23. In doing so, the officers and directors of ShowClix committed breaches of their fiduciary duties to creditors, namely, TriState.

24. Moreover, despite papering the transaction as an Article 9 UCC sale of assets, it is clear that the substance of the transaction was an entity acquisition *via* investment, which is evidenced by the above-referenced press releases.

25. TriState alleges that, regardless of the form of the transaction, Nortap is liable to TriState as a successor of ShowClix and Patron under Pennsylvania law.

BACKGROUND

The Corporate Visa Credit Card Program.

26. Pursuant to that certain Visa Commercial Corporate Card Agreement by and between ShowClix and TriState, executed in May 2019 (the "Visa Card Agreement"), TriState agreed, subject to the terms of the Visa Card Agreement, to provide up to \$1,000,000 of credit and related services to ShowClix in the form of a Visa commercial credit card. A true and correct copy of the Visa Card Agreement is attached hereto as **Exhibit A**.

27. Under the Visa Card Agreement, ShowClix and its Designated Affiliates (through their respective Authorized Cardholders) were permitted to make purchases and payments on credit by using a Visa-branded credit card. ShowClix agreed under the Visa Card Agreement to repay TriState the amounts necessary to settle all balances, including credit used to purchase goods and services, and any fees incurred under the terms of the Visa Card Agreement. (See Visa Card Agreement, Section 7).

28. The Visa Card Agreement provides that any amounts not paid when due shall bear interest at twenty-five percent (25%) *per annum*. (See Visa Card Agreement, Section 14).

29. Although the Visa Card Agreement is dated late April 2019 (based on the date that TriState shared the document with ShowClix), Mr. Palit executed the Visa Card Agreement on behalf of ShowClix as its Chief Financial Officer on May 16, 2019.

30. Shortly before Mr. Palit's execution of the Visa Card Agreement, Mr. Riley, Senior Vice President of Finance for Patron Technology / ShowClix, submitted a letter to TriState which indicated the Designated Affiliates that ShowClix wished to authorize for use of the credit card(s). A true and correct (redacted) copy of this letter is attached hereto as **Exhibit B**.

31. By Guaranty and Suretyship Agreement (the "Guaranty") executed by Mr. Palit on May 16, 2019 on behalf of Patron as its Chief Financial Officer, and witnessed by Mr. Riley, Patron agreed to guarantee all obligations of ShowClix to TriState under the Visa Card Agreement. A true and correct copy of the Guaranty is attached hereto as **Exhibit C**.

32. Attached hereto as **Exhibit D** is a historical list of Authorized Cardholders (as of late 2020) who were ultimately provided access to the credit made available by TriState, on

behalf of the various respective entities within the Patron Technology corporate family (the “Patron Group”), based on which entity each individual was affiliated with.

The Patron Technology Group’s Assets are purportedly sold through an Article 9 Sale in an attempt to “leave behind” the TriState Obligations.

33. In early 2020, the COVID-19 pandemic had a severe negative impact on live events, which introduced financial challenges for ShowClix.

34. During this timeframe, ShowClix’s repayment behavior with respect to the Visa Card Agreement had markedly deteriorated and, combined with ShowClix’s repeated failure to comply with the “clean-down” covenant contained in Section 7 of the Visa Card Agreement³, TriState became concerned.

35. At least as early as April 2021, TriState had the right to unilaterally reduce or terminate the Visa Card Agreement due to payment defaults. However, based in part on assurances made to TriState by ShowClix that ShowClix would commit to paying down the credit balance (which TriState relied upon), TriState continued to afford ShowClix credit availability under the Visa Card Agreement.

36. By the May 2020 statement, ShowClix’s commitment to aggressively “catch up” on the balance was showing progress – this statement which was due June 5, 2020 showed a balance of just \$17,905.72. A copy of this statement is attached as **Exhibit E**.

37. TriState, in an effort to continue balancing its desire to manage credit risk while still making reasonable accommodations to its borrower in the midst of the pandemic, chose to continue making credit available under the Visa Card Agreement but to also reduce the credit limit in July 2020. TriState reduced the credit limit from \$1,000,000 to \$300,000 – an amount which historical credit usage reflected as being adequate for ShowClix’s needs.

³ This covenant requires that the entire balance be paid in full on each payment due date.

38. Shortly thereafter, ShowClix ratcheted up its credit usage under the Visa Card Agreement.

39. Despite having its balance down under \$20,000 in early June 2020, by the statement that closed September 30, 2020, ShowClix had nearly maxed out the \$300,000 credit limit under the Visa Card Agreement, with an ending balance of \$273,167.97. A copy of this statement is attached as **Exhibit F**.

40. In or around October 2020, TriState became aware through a trade publication that many or all of the entities in the Patron Group, including Patron Technology and ShowClix, had their assets sold *via* a sale under Article 9 of the UCC.

41. After further investigation and outreach, TriState was able to obtain redacted copies of the transaction documents, true and correct copies of which are attached hereto as **Exhibits G-H** (the “Article 9 Sale Documents”).

42. According to the Article 9 Sale Documents, it appears that, on September 18, 2020 (the “Sale Date”), Nortap attempted to purchase substantially all of the assets of the Patron Group entities, while assuming only select liabilities which it viewed as beneficial and leaving those creditors (*e.g.*, TriState) who were not deemed essential to the continuing operation of the business unpaid and out in the cold.

43. Due to the nature of an Article 9 sale, it is apparent that the Patron Group entities were insolvent, as their secured lender executed a foreclosure sale on substantially all of their assets and, upon information and belief, after crediting the proceeds to the debt owed to such secured lender, there was no surplus.

44. By letter dated October 8, 2020, TriState’s outside counsel informed ShowClix and Patron that: (a) TriState had learned of the Article 9 sale; (b) defaults had occurred under the

Visa Card Agreement; (c) a significant balance remained outstanding under the Visa Card Agreement; and (d) if required, TriState would pursue claims to recover the TriState Obligations, including, without limitation, claims against the directors and officers of Patron and ShowClix relating to breaches of their fiduciary duties to TriState as a creditor. A true and correct copy of this letter is attached as **Exhibit I** hereto.

45. The parties liable under the Visa Card Agreement looked to TriState to continue providing credit when they needed it most, only to turn around and leave TriState high and dry by keeping TriState in the dark regarding the Article 9 sale, with TriState stuck holding the bag with respect to the balance under the Visa Card Agreement.

46. Upon information and belief, the Patron Group used the credit under the Visa Card Agreement as a blank check to carry the insolvent entities long enough to reach their Article 9 sale.

COUNT I
(Breach of Contract against ShowClix)

47. Plaintiff realleges all previous paragraphs as if fully set forth herein.

48. ShowClix has failed to pay all amounts due and owing under the Visa Card Agreement and is thereby in default of its obligations thereunder.

49. TriState has made demand for repayment of all such obligations, which ShowClix has failed and refused to satisfy.

50. TriState has fully complied with all of its obligations under the Visa Card Agreement.

51. Based on the foregoing, TriState has a cause of action for breach of contract against ShowClix for the balance due and owing under the Visa Card Agreement, in the amount of the TriState Obligations, which total \$222,136.46, comprised of principal balance in the

amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against ShowClix:

- (a) for breach of contract in the amount of the TriState Obligations, which total \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (b) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (c) Award any further relief as the Court may deem to be just and proper.

COUNT II
(Breach of Contract against Patron)

52. Plaintiff realleges all previous paragraphs as if fully set forth herein.

53. ShowClix has failed to pay all amounts due and owing under the Visa Card Agreement and is thereby in default of its obligations thereunder.

54. TriState has fully complied with all of its obligations under the Visa Card Agreement.

55. By virtue of the Guaranty, Patron guaranteed all obligations of ShowClix to TriState under the Visa Card Agreement.

56. To date, Patron has failed to satisfy such obligations.

57. Based on the foregoing, TriState has a cause of action for breach of contract against Patron for the balance due and owing under the Visa Card Agreement, in the amount of the TriState Obligations, which total \$222,136.46, comprised of principal balance in the amount

of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against Patron:

- (a) For breach of contract in the amounts of the TriState Obligations which total \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (b)
- (c) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (d) Award any further relief as the Court may deem to be just and proper.

COUNT III
(Account Stated against ShowClix)

58. Plaintiff realleges all previous paragraphs as if fully set forth herein.

59. In the ordinary course of business, TriState caused monthly statements to be delivered to ShowClix, which statements reflected the balance due under the Visa Card Agreement.

60. ShowClix regularly paid such balances in the ordinary course.

61. TriState has likewise caused to be delivered to ShowClix certain statements and demand notices which set forth the TriState Obligations which are presently due and owing in connection with the Visa Card Agreement, on account of transactions which posted in 2020.

62. ShowClix has retained such statements and demand notices without objecting to the amounts stated therein as due and owing.

63. Based on the foregoing, TriState has a cause of action for account stated against ShowClix for the balance due and owing under the Visa Card Agreement, in the amount of the TriState Obligations, which \$222,136.46, comprised of principal balance in the amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against ShowClix:

- (a) For account stated, in the amount of the TriState Obligations which total \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (b) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (c) Award any further relief as the Court may deem to be just and proper.

COUNT IV
(Unjust Enrichment against ShowClix)

64. Plaintiff realleges all previous paragraphs as if fully set forth herein.

65. ShowClix has been unjustly enriched by its ability to use the credit made available under the Visa Card Agreement by TriState to the extent of the amounts due to TriState thereunder.

66. It would be unjust to allow ShowClix to derive the benefits of the amounts spent under the Visa Card Agreement without repaying such amounts to TriState.

67. Based on the foregoing, TriState has a cause of action against ShowClix for unjust enrichment in the amount of TriState Obligations, which total \$222,136.46, comprised of

principal balance in the amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against ShowClix:

- (a) For unjust enrichment, in the amount of the TriState Obligations which total \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (b) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (c) Award any further relief as the Court may deem to be just and proper.

COUNT V

(Breach of Fiduciary Duties of Care, Loyalty and Good Faith against Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron)

68. Plaintiff realleges all previous paragraphs as if fully set forth herein.

69. It is well-settled that Pennsylvania common law imposes a fiduciary duty upon corporate officers in favor of creditors, as well as to the corporation, when the corporation is insolvent.

70. When in the zone of insolvency, a corporation's controlling persons, including officers, owe fiduciary duties of care and loyalty to creditors to manage the corporation's affairs in a way to maximize the recovery of debt for creditors.

71. Upon information and belief, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron of Patron Technology and ShowClix knew months in advance of the Sale Date that the entities were insolvent and would likely become subject to an Article 9 sale.

72. At some point in mid-2020 or prior, and at all times after such point, Patron and ShowClix became insolvent.

73. Prior to such point of insolvency, at such point of insolvency, and at all times thereafter through present, TriState has been a creditor of Patron and ShowClix.

74. During this time of insolvency, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron of Patron Technology and ShowClix owed TriState fiduciary duties of care, loyalty and good faith to manage the respective companies' affairs in a way that would minimize loss to TriState.

75. Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron specifically breached these duties by failing to (a) implement adequate internal controls and procedures; and (b) exercise good faith and diligence regarding the administration of the affairs of Patron and ShowClix, which duties, if upheld, would have protected TriState from the damage sustained.

76. Despite having knowledge of the entities' insolvency, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron failed to take any action to protect against the intentional, ongoing use by the Authorized Cardholders of the credit made available by TriState under the Visa Card Agreement.

77. Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron negligently failed to make provision in any way for repayment of the TriState Obligations.

78. Rather, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron permitted the continued use of this credit to pay ongoing business expenses, knowing that there would be no means to repay such obligations as the entities were being lined up for Article 9 sales.

79. In doing so, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron breached direct fiduciary duties of care and loyalty to TriState, the results of which caused unique, particularized harm to TriState (independent to the injuries suffered by each respective corporation, generally), as these actions specifically caused TriState's credit exposure to continually rise while the means for repayment evaporated.

80. Based on the foregoing, TriState has a cause of action for breaches of the fiduciary duties of care and loyalty against Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron for the balance due and owing on account of the TriState Obligations, in the total amount of \$222,136.46, comprised of principal balance in the amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, jointly and severally:

- (a) For the TriState Obligations in the amount of \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021, as a result of their respective breaches of fiduciary duties to TriState;
- (b) Award TriState punitive damages in an amount to be determined, for the outrageous behavior of Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, which was in reckless disregard for the strict legal duties owed to TriState;
- (c) Award TriState its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (d) Award any further relief as the Court may deem to be just and proper.

COUNT VI

(Aiding and Abetting Breaches of Fiduciary Duties against Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron)

81. Plaintiff realleges all previous paragraphs as if fully set forth herein.

82. Under Pennsylvania law, the elements of aiding and abetting the breaches of a fiduciary duty are (a) breach of a fiduciary duty to another; (b) knowledge of the breach by the aider or abettor; and (c) substantial assistance and encouragement by the aider or abettor in effecting the breach.

83. Upon information and belief, ShowClix was a wholly-owned subsidiary of Patron and, as a result, the directors and officers of Patron exercised dominion and control over ShowClix by virtue of their decision-making powers over its parent, Patron.

84. ShowClix and Patron had overlapping / common officers.

85. As a result of the parent-subsidary relationship and the overlapping officer roles, the directors and officers of Patron, namely Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, had intimate knowledge of the fiduciary duties that ShowClix owed to creditors (including TriState) upon its insolvency.

86. Despite this, Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, in their roles as directors and officers of ShowClix and / or Patron, encouraged and facilitated both (a) continued use of the credit made available by TriState; and (b) pursuit of an Article 9 sale of both entities' assets, all of which was without regard for the fiduciary duties owed by ShowClix to TriState to maximize its recover on the debt owed to it.

87. The result of the breaches of these duties which were encouraged and facilitated by Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron as officers

and / or directors of ShowClix and / or its parent, Patron, caused TriState to suffer damage in the amount of the outstanding TriState Obligations.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, jointly and severally:

- (a) For the TriState Obligations in the amount of \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021 as a result of their aiding and abetting the breach of others' fiduciary duties to TriState;
- (b) Award TriState punitive damages in an amount to be determined, for the outrageous behavior of Mr. Palit, Mr. Riley, Mr. Jenkins, Mr. Marty, Ms. Grider, Mr. Sant and Mr. Aaron, which was in reckless disregard for the strict legal duties owed to TriState;
- (c) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (d) Award any further relief as the Court may deem to be just and proper.

COUNT VII

(Deepening Insolvency against Mr. Palit, Mr. Riley and Mr. Aaron)

88. Plaintiff realleges all previous paragraphs as if fully set forth herein.

89. At all relevant times, and not later than mid-2020, ShowClix's liabilities exceeded its assets, and it no longer had the ability to pay its debts as they became due.

90. Upon such insolvency, Mr. Palit, Mr. Riley and Mr. Aaron had fiduciary duties to the creditors of ShowClix, including TriState.

91. Mr. Palit, Mr. Riley and Mr. Aaron breached such fiduciary duties by acting without regard for ShowClix's insolvency and, in fact, deepening such insolvency by: (a) prolonging the existence and operation of ShowClix in order to execute the Article 9 sale which was motivated by the personal gain of Mr. Palit, Mr. Riley and Mr. Aaron, including, without

limitation, future employment prospects; and (b) causing ShowClix to incur new, additional debt through the continued use of the Visa Card Program.

92. Mr. Palit, Mr. Riley and Mr. Aaron committed this behavior with knowledge of the relevant facts and operative duties, the result of which deepened the insolvency of ShowClix to their personal respective gains, all at the expense of ShowClix's creditors, in particular, TriState.

93. Based on the foregoing, TriState has stated a claim for deepening insolvency against Mr. Palit, Mr. Riley and Mr. Aaron in the amount of the TriState Obligations which would not have been occurred had Mr. Palit, Mr. Riley and Mr. Aaron stopped the incurrence of additional debt upon ShowClix's insolvency.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against Mr. Palit, Mr. Riley and Mr. Aaron, jointly and severally:

- (a) For the TriState Obligations in the amount of \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021 as a result of their liability under the legal theory of deepening insolvency;
- (b) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (c) Award any further relief as the Court may deem to be just and proper.

COUNT VIII

(Successor Liability against Nortap under Mere Continuation Legal Theory)

94. Plaintiff realleges all previous paragraphs as if fully set forth herein.

95. Upon information and belief, the businesses of Patron and ShowClix continue to operate, substantially unchanged, with the assets having merely changed hands to Nortap's ownership by virtue of the Article 9 sale.

96. The Patron and ShowClix entities ceased all meaningful business upon or shortly after the Article 9 sale.

97. Upon information and belief, Nortap assumed the ordinary and necessary liabilities associated with a smooth, uninterrupted transition of the Patron and ShowClix businesses, including, without limitation, certain vendor contracts, physical office spaces and employees of the former entities.

98. As has been demonstrated by numerous published articles, Nortap's acquisition has also resulted in a continuation of management, personnel and physical locations of office space from the prior businesses of Patron and ShowClix. The businesses of Patron and ShowClix are substantially similar to the states as they existed prior to the Article 9 sale.

99. The new ownership group has taken deliberate action to publicize the perception that the transaction was an investment in financially strong businesses which continue to operate, uninterrupted, with their same long-standing group of executives in control.

100. In particular, at least Mr. Jenkins, Mr. Marty and Ms. Grider have continued as "c-suite" officers within the Patron Group post-sale.

101. Upon information and belief, continuity of ownership is present by virtue of these and other key executive officers who remain in control of Patron and ShowClix, notwithstanding the transfer of assets via the Article 9 sale.

102. As a result, Nortap is liable to TriState for Counts I – IV, as set forth above, under the legal theory of "mere continuation" under Pennsylvania law.

103. A successor that is the mere continuation or reincarnation of its predecessor business is liable for its predecessor's debts.

104. As the mere continuation or reincarnation of Patron and ShowClix, by virtue of its continuation of the businesses of Patron and ShowClix, Nortap is liable for the TriState Obligations.

105. Based on the foregoing, Plaintiff has a cause of action against Nortap Technology Inc. for “mere continuation” successor liability in the amount of \$222,136.46, comprised of principal balance in the amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys’ fees.

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment in its favor and against Nortap:

- (a) Finding that Nortap Technology Inc. is a mere continuation of Patron Technology and ShowClix, Inc. and, accordingly, is liable to Plaintiff for the TriState Obligations in connection with Counts I – IV set forth herein;
- (b) Entering judgment in favor of TriState, and against Nortap for the TriState Obligations in the amount of \$222,136.46 (excluding attorneys’ fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (c) Award Plaintiff its costs, expenses, and reasonable attorneys’ fees to the maximum extent permitted by law; and
- (d) Award any further relief as the Court may deem to be just and proper.

COUNT IX

(Successor Liability against Nortap under De Facto Merger Theory)

106. Plaintiff realleges all previous paragraphs as if fully set forth herein.

107. Upon information and belief, the businesses of Patron and ShowClix continue to operate, substantially unchanged, with the assets having merely shifted hands to Nortap’s ownership by virtue of the Article 9 sale.

108. The Patron and ShowClix entities ceased all meaningful business upon or shortly after the Article 9 sale.

109. Upon information and belief, Nortap assumed the ordinary and necessary liabilities associated with a smooth, uninterrupted transition of the Patron and ShowClix businesses, including, without limitation, certain vendor contracts, physical office spaces and employees of the former entities.

110. As has been demonstrated by numerous published articles, Nortap's acquisition has also resulted in a continuation of management, personnel and physical locations of office space from the prior businesses of Patron and ShowClix. The businesses of Patron and ShowClix are substantially similar to that as they existed prior to the Article 9 sale.

111. In particular, at least Mr. Jenkins, Mr. Marty and Ms. Grider have continued as "c-suite" officers within the Patron Group post-sale.

112. Upon information and belief, continuity of ownership is present by virtue of the key executive officers who remain in control of Patron and ShowClix, despite the transfer of assets via the Article 9 sale.

113. As a result, Nortap is liable to TriState for Counts I – IV, as set forth above, under the legal theory of "de facto" merger under Pennsylvania law.

114. Based on the foregoing, Plaintiff has a cause of action against Nortap Technology Inc. for "de facto merger" successor liability in the amount of \$222,136.46, comprised of principal balance in the amount of \$199,051.96, accrued interest through March 24, 2021 of \$23,084.50, plus interest accruing thereafter and other costs and fees collectible under the Visa Card Agreement, including, without limitation, attorneys' fees..

WHEREFORE, TriState respectfully requests that this Honorable Court enter judgment

in its favor and against Nortap:

- (a) Finding that Nortap Technology Inc.'s acquisition of the Patron Technology and ShowClix, Inc. assets amounted to a "de facto merger" under Pennsylvania law and, accordingly, Nortap remains liable to TriState for the TriState Obligations;
- (e) Entering judgment in favor of TriState, and against Nortap for the TriState Obligations in the amount of \$222,136.46 (excluding attorneys' fees and other costs and fees under the Visa Card Agreement) as of March 24, 2021;
- (b) Award Plaintiff its costs, expenses, and reasonable attorneys' fees to the maximum extent permitted by law; and
- (c) Award any further relief as the Court may deem to be just and proper.

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY

By: 

Timothy P. Palmer
PA Bar No. 86165
Tyler S. Dischinger
PA Bar No. 314299
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219
(412) 562-8800

Counsel for Plaintiff,
*TriState Capital Bank, a Pennsylvania state-
chartered bank*

UNSWORN VERIFICATION

I, Robert Rutt, hereby state, subject to penalties of 18 PA.C.S. § 4904 regarding unsworn falsification to authorities that I am an authorized representative of the Plaintiff, that I am authorized to make this Verification on Plaintiff's behalf and that the averments of facts contained in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Dated: March 30, 2021



Robert Rutt

Exhibit A



VISA COMMERCIAL CORPORATE CARD AGREEMENT

THIS VISA COMMERCIAL CORPORATE CARD AGREEMENT is made by and between TriState Capital Bank, a Pennsylvania chartered bank (“**Bank**”) and ShowClix, Inc. (the “**Company**”).

This Agreement sets forth the terms and conditions upon which Bank will extend credit to the Company by establishing a Visa Commercial Card program (the “**Commercial Card Program**”) for the Company in conjunction with Bank’s service provider, PNC Bank, National Association and its successors and assigns (“**Service Provider**”), whereby Service Provider will issue to the Company and certain of its affiliates, as set forth below, 1 or more Visa Commercial Cards, which may include a combination of physical plastic cards and card numbers established for payments to specific vendors (each, a “**Commercial Card**” and collectively, the “**Commercial Cards**”) and perform various Commercial Card services in connection with the Commercial Card Program (“**Commercial Card Services**”). This Agreement shall become effective upon the later of the execution dates (the “**Effective Date**”) set forth on the signature page hereof. Unless defined elsewhere herein, capitalized words and terms shall have the meanings given to such words and terms in Paragraph 28.

The Company and Bank, intending to be legally bound, hereby agree as follows:

1. **COMMERCIAL CARD MINIMUM; CARDHOLDER ACCOUNTS; DESIGNATED AFFILIATES.**

To establish and maintain a Commercial Card Program, the Company must maintain a Bank demand deposit account in the Company’s name with a minimum opening balance of \$10,000. One subaccount, bearing a distinct account number and selected activity limits (a “**Cardholder Account**”), will be established by the Service Provider for each Commercial Card requested by the Company and issued. Each Commercial Card will be issued for use by one or

more employees of the Company or its Designated Affiliates (as defined below), as designated by the Company as provided in Paragraph 5 below and whose name or department is imprinted on such Commercial Card (an “**Authorized Cardholder**”).

The Company shall notify Bank in writing which of the Company’s subsidiaries and affiliates may use the Commercial Card Services, and each such designated subsidiary and affiliate is referred to herein as a “**Designated Affiliate**”. The Company may add and eliminate Designated Affiliates from time to time by written notice to Bank. Notwithstanding that a Designated Affiliate may use the Commercial Card Services, the Company shall be and remain liable to Bank for the performance of all obligations under this Agreement with respect to such Designated Affiliate’s use of the Commercial Card Services.

2. **BUSINESS PURPOSES.**

Commercial Cards are to be used solely for business purposes and the Company agrees to so advise each Authorized Cardholder. The Company’s obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

3. **COMMERCIAL CARD SERVICES.**

Commercial Cards can be used to purchase goods or services (“**Purchases**”) wherever Visa credit cards are accepted, subject to applicable activity limits on the related Cardholder Accounts and the Company Credit Limit (as defined in Paragraph 6).

If the Company has so elected and “**Cash Advances**” are set forth on an Authorized Cardholder Form as one of the services available for which such Authorized Cardholder may use such Authorized Cardholder’s Commercial Card, cash may be advanced, subject to applicable activity limits on the related Cardholder Account and the Company Credit Limit, by presenting the Commercial Card at Visa member banks or

VISA COMMERCIAL CORPORATE CARD AGREEMENT

institutions or by making a withdrawal of cash by using the Commercial Card at a Visa Automated Teller Machine (ATM).

4. PROGRAM ADMINISTRATOR.

The Company, upon signing this Agreement, shall designate one or more of its employees (individually and collectively, the "Program Administrator") to assist Bank and Service Provider in the administration of the Commercial Card Program. The Company shall cause the Program Administrator (i) to be familiar with all aspects of the Commercial Card Program, including but not limited to billing procedures, the number and status of Commercial Cards, the employment status of Authorized Cardholders, notice requirements, and status of delinquent Commercial Card balances, (ii) to provide all notices to Authorized Cardholders as required by this Agreement, and (iii) to advise Service Provider and Bank of any Authorized Cardholder's termination of employment with the Company or Designated Affiliate as such termination is processed by the Company.

5. ISSUANCE OF COMMERCIAL CARDS.

Service Provider will issue a Commercial Card to each Authorized Cardholder designated in writing to Service Provider by the Program Administrator, subject to the following conditions:

- a) Each such designee shall be an employee of the Company or a Designated Affiliate and shall have a business purpose for a Commercial Card;
- b) Bank or Service Provider may require any proposed Authorized Cardholders to sign a Commercial Card application or Employee Usage Agreement, to be countersigned by the Company; and
- c) Bank and/or Service Provider may from time to time establish additional requirements to be met by proposed Authorized Cardholders.

The initial Program Administrator will be set forth on the Bank Commercial Card Corporate Contact Form delivered to Bank and Service Provider. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice to Bank and Service Provider from the Authorized Contracting Officer (as such term is defined in Paragraph 11 below).

Except as the Company shall otherwise direct Service Provider in writing, the Company hereby authorizes and directs Service Provider to issue a renewal or replacement Commercial Card to each Authorized Cardholder before the expiration of each Commercial Card.

The Company acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise, and will so notify all Authorized Cardholders.

The Company shall be liable for all charges made using a Commercial Card, except as provided in Paragraph 18 with respect to continued unauthorized use after receipt of notice by Service Provider. The Company shall be liable for all charges resulting from use of a Commercial Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Company or a Designated Affiliate until the Company has notified Service Provider to cancel the Commercial Card in accordance with Paragraph 16.

6. COMPANY CREDIT LIMIT; CARDHOLDER ACCOUNTS; ACTIVITY LIMITS.

Bank hereby establishes a maximum aggregate credit limit to be available for Purchases, and, if applicable, for Cash Advances that may be outstanding at any one time under the Commercial Card Program and under any other commercial card program the Company may have with Bank, in the amount set forth in the Company Credit Limit Schedule attached to this Agreement from time to time and incorporated herein by reference (the "Company Credit

VISA COMMERCIAL CORPORATE CARD AGREEMENT

Limit"). The Service Provider may, in consultation with the Company, establish sublimits under the Company Credit Limit to be applicable to the Commercial Card Program and such other commercial card programs, which sublimits may be changed from time to time by Service Provider.

Bank may, at its discretion, reduce the Company Credit Limit at any time, upon sixty (60) days' written notice to the Program Administrator except in the event of a Default hereunder, in which case no such notice is required. Service Provider or Bank may decline charges against or close any one or more Cardholder Accounts at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Cardholder Account, without prior notice to the Company or Authorized Cardholder.

The Company agrees to advise Authorized Cardholders of activity limits with respect to Cardholder Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Cardholder Account during any period. The Company understands that, because of Visa rules and procedures, Service Provider may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Company shall be liable notwithstanding applicable activity limits. The Company further understands that once an activity limit is reached with respect to any Cardholder Account, further uses of the Commercial Card associated with such Cardholder Account will not be permitted until such applicable activity limit period has expired or the Company advises Service Provider of a change to the activity limit in accordance with Paragraph 16. The Company further understands that once the Company Credit Limit is reached, further uses of Commercial Cards will not be permitted until aggregate Cardholder Account balances are reduced below the Company Credit Limit.

7. PROMISE TO PAY; FEES; TAXES.

The Company agrees to pay Bank or Service Provider, as instructed by Bank, on each Payment Due Date the full amount necessary to settle all balances on all Cardholder Accounts, which includes the total of all Purchases and Cash Advances charged to the Commercial Cards. The Company also agrees to pay Bank or Service Provider, as instructed by the Bank, the fees and other charges set forth in the Fee Schedule which is attached hereto as Exhibit A and incorporated herein by reference (the "Fee Schedule"). The Company agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the Company. Bank, however, may at any time amend such Fee Schedule, to the extent, and in the amount, necessary to reflect any reduced interchange or any increased costs to Bank by any additions to or any increases in the fees, charges, or other amounts Bank is required to pay to any third party (including Service Provider) and, in such case, upon written request, Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

The Company shall pay all federal, state or other sales, use or other transfer based taxes, duties, imposts, fees or charges, however designated, which are levied or imposed by any governmental authority on the purchase by the Company (or any Authorized Cardholder) of any goods, products or services under the terms of this Agreement. The Company shall promptly pay or cause to be paid to Bank an amount equal to any such taxes required under applicable law to be collected and remitted to a governmental authority by Bank and Bank shall remit such taxes to such governmental authority.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

Bank shall pay a rebate (the “**Rebate**”) based upon the aggregate total dollar volume of the Commercial Card Program activity and any other commercial card program activity the Company and its Designated Affiliates has with Bank, based on monthly statement cycle activity during each calendar year, or during each partial calendar year in the case of (a) the period commencing the Effective Date through December 31 of the year in which the Effective Date occurs, or (b) the period commencing January 1 of a calendar year through the date the Agreement is terminated as provided in Paragraph 17 (each, a “**partial calendar year**”). Total dollar volume of the Commercial Card Program and other commercial card program activity is calculated as set forth in Exhibit B attached hereto, and shall not include (i) any “**unauthorized use**” as defined in Paragraph 18 and (ii) any outstanding balances on Cardholder Accounts which are not paid on or before each Payment Due Date. Such Rebate shall be paid on or before February 1 of the following calendar year and shall be paid by check payable to the Company or by a credit to a single account of the Company (such account to be designated in writing to Bank), as determined by Bank. The Rebate shall be calculated for each calendar year or partial calendar year in accordance with the Rebate Schedule attached to this Agreement as Exhibit B and incorporated herein by reference. Bank may at any time amend the Rebate in the event, to the extent, and in the amount, necessary to reflect any reduced interchange payments resulting from any updates to the Commercial Interchange Reimbursement Fees paid by Visa to Bank from time to time in accordance with Visa’s published schedules in effect from time to time and, in such case, upon written request, Bank will provide to the Program Administrator information in reasonable detail to verify any such amendment.

In no event shall a Rebate be payable by Bank to the Company if a Default by the Company has occurred hereunder. After a Default, Bank may setoff any amounts owed by the Company under this Agreement against any Rebate earned.

8. PAYMENT.

Payments under this Agreement must be submitted by a Service Provider initiated direct debit to a designated Company account or by a Company initiated wire transfer or ACH transfer in accordance with the procedures determined by Service Provider. Any failure to comply with Service Provider’s procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the Company agrees to pay Bank, through Service Provider, such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by Bank, unless Bank, in its sole discretion, determines to add additional payment options. The Company understands that the Company’s use of certain payment options may require the Company to execute additional documents in order for Bank to implement such payment options.

In addition to the other payment obligations of the Company pursuant to this Agreement, the Company agrees to pay immediately the full amount of any outstanding balance exceeding the Company Credit Limit.

9. MONTHLY STATEMENTS; DISPUTED BILLINGS.

Bank, through Service Provider, shall furnish to each Authorized Cardholder monthly statements (“**Cardholder Statements**”), reflecting all transactions posted to each Cardholder Account for such Authorized Cardholder. Bank, through Service Provider shall also furnish to the Program Administrator monthly statements reflecting all transactions posted to all Cardholder Accounts, and all activity relating to the charging of fees and charges under this Agreement, and any credits with respect to the same (“**Monthly Company Statements**”). Bank’s statements to the Company shall be in accordance with Service Provider’s standard reporting statement formats as of the time of such statements.

If the Company or an Authorized Cardholder disputes, or suspects an error has been made with

VISA COMMERCIAL CORPORATE CARD AGREEMENT

respect to, any charges or billings, the Company must notify Service Provider within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Company does not so notify Service Provider, the Company waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to Service Provider at the addresses set forth in Paragraph 26. Communications should include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

10. ALLOCATION OF PAYMENTS.

Bank, or Service Provider at Bank's direction, may apply each payment made by the Company in any order Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance under the Commercial Card Program or otherwise).

11. COMPANY REPRESENTATIONS; FINANCIAL INFORMATION; REQUIRED NOTICES; CREDIT REPORTS.

The Company represents and warrants to Bank that (a) the Company has all necessary power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (b) all such action has been duly and validly authorized by all necessary proceedings on the Company's part, and (c) this Agreement has been duly executed and delivered by the Company and constitutes a valid, legal and binding agreement of the Company enforceable against it in accordance with its terms.

The Company agrees to furnish Bank, upon Bank's request, such authorizations, verifications, certificates and information as Bank may require from time to time with respect to this Agreement and the Company, including the authority and true signature of any Program Administrator or any person signing this Agreement or any amendments hereto (an "Authorized Contracting Officer"). If there is more than one Authorized Contracting Officer, as set forth on the Signature Page, the action or signature of any one Authorized Contracting Officer shall constitute authorization. Any Authorized Contracting Officer may be changed by written notice to Bank from an authorized executive officer of the Company, subject at such time to such additional authorizations, verifications and certificates as Bank may require.

The Company shall deliver to Bank as soon as available, and in any event not later than one hundred twenty (120) days after (i) the end of each fiscal year of the Company or (ii) the actual filing date, as the case may be, Company's filed tax returns or financial statements of the Company in a form acceptable to Bank as determined by Bank; provided, however, that the Company shall not be required to deliver such financial statements to Bank hereunder if such financial statements are delivered by the Company to Bank or any of Bank's affiliates under any lending or other relationship. The Company agrees that Bank and its affiliates may share information that Bank and any affiliate receive from the Company under this Agreement and under other lending and business relationships. In the event that any financial information submitted to Bank has been prepared by an outside accountant in New Jersey, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by Bank in connection with Bank's determination to grant or continue credit.

The Company shall notify Bank within five (5) Banking Days after the occurrence of each Default under Paragraph 13 by providing a written statement of the Authorized Contracting

VISA COMMERCIAL CORPORATE CARD AGREEMENT

Officer of the Company setting forth the details of such Default and the action which the Company proposes to take with respect thereto.

12. CONFIDENTIAL AND PROPRIETARY INFORMATION.

In connection with the Commercial Card Program and this Agreement, Bank and the Company will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "Confidential Information"). Each of the Company and Bank agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to the Service Provider, a party's affiliates and its or their employees, officers, directors, agents, representatives or other third parties that provide or may provide ancillary support relating to the Commercial Card Program and require disclosure or access in the course of employment or services, or to its external or internal auditors or regulatory authorities, and (c) not to use such Confidential Information except in connection with the Commercial Card Program and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties not, to such receiving party's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without

limitation, any scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Each of the Company and Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Paragraph 12.

The Company shall immediately notify the Bank of any breach or potential breach in the security and confidentiality of the Bank's Confidential Information.

Each of the Company and Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

13. EVENTS OF DEFAULT.

Any of the following constitute an event of default (each, a "Default") of the Company under this Agreement:

- (a) any payment is not made on the applicable Payment Due Date or any other obligation under this Agreement is not paid as and when it is due;
- (b) the terms of this Agreement are breached by the Company or any Authorized Cardholder in any manner, or any representation or warranty made by the Company hereunder is not true and correct in any material respect when made;

VISA COMMERCIAL CORPORATE CARD AGREEMENT

- (c) Reserved;
- (d) the Company or any Guarantor defaults under the terms of any other obligation to Bank or to any of Bank's affiliates beyond any grace period with respect thereto;
- (e) the Company defaults (as principal or as guarantor or other surety) under the terms of any obligation (or set of related obligations) in respect of indebtedness for borrowed money in excess of \$25,000 in the aggregate beyond any period of grace with respect thereto;
- (f) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against the Company or any Guarantor;
- (g) any assignment by the Company or any Guarantor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Company or any Guarantor held by or deposited with Bank;
- (h) the Company or any Guarantor dies, ceases to conduct business as a going concern, becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;
- (i) the entry of a final judgment against the Company or any Guarantor in an amount in excess of \$25,000 and the failure to discharge or stay the judgment within ten days of the entry thereof;
- (j) the revocation or attempted revocation, in whole or in part, of any guarantee by any Guarantor; or
- (k) the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the Company.

As used herein, the term "Guarantor" means any guarantor of, or pledgor of collateral for, the Company's obligations to Bank existing on the date of this Agreement or arising in the future.

14. REMEDIES.

Upon the occurrence of a Default as defined in Paragraph 13: (i) if a Default under clause (f) or (g) above shall occur, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Company Credit Limit, all Cardholder Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind; (ii) if any other Default shall occur, Bank may, at its option, and without prior notification: (a) terminate the Company Credit Limit, direct Service Provider to close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts; and (iii) Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law. In the event of a payment Default which continues past 61 days after the Payment Due Date and results in Bank's exercise of its right set forth above to (a) terminate the Company Credit Limit, direct Service Provider to close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts, Company shall pay all amounts under this Agreement to Bank upon demand. Any amounts which are not immediately paid under this Provision 14 shall bear interest, payable monthly, at an fixed annual rate of 25%, until all amounts are paid in full by Company. In no event shall the interest rate paid hereunder be more than the maximum allowed by law. Such payment may also be subject to a minimum late payment fee.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

15. BANKER'S LIENS AND RIGHT OF SETOFF.

TO SECURE ALL OF THE COMPANY'S EXISTING AND FUTURE OBLIGATIONS TO BANK HEREUNDER OR OTHERWISE, THE COMPANY HEREBY GRANTS BANK A GENERAL LIEN ON, SECURITY INTEREST IN AND RIGHT OF SETOFF AGAINST ANY AND ALL OF THE COMPANY'S EXISTING AND FUTURE PROPERTY IN THE POSSESSION OF BANK OR ANY OF ITS AFFILIATES (INCLUDING WITHOUT LIMITATION, ALL DEPOSIT ACCOUNTS AND OTHER ACCOUNTS OF ANY TYPE). UPON THE OCCURRENCE OF ANY DEFAULT HEREUNDER, BANK MAY SET OFF ANY SUCH PROPERTY OF THE COMPANY AGAINST ANY OBLIGATION THE COMPANY OWES TO BANK, AND MAY EXERCISE ANY OTHER RIGHTS AND REMEDIES PERMITTED BY LAW. EVERY SUCH SECURITY INTEREST AND RIGHT OF SETOFF MAY BE EXERCISED WITHOUT DEMAND UPON OR NOTICE TO THE COMPANY. EVERY SUCH RIGHT OF SETOFF SHALL BE DEEMED TO HAVE BEEN EXERCISED IMMEDIATELY UPON THE OCCURRENCE OF A DEFAULT HEREUNDER WITHOUT ANY ACTION OF BANK, ALTHOUGH BANK MAY ENTER SUCH SETOFF ON ITS BOOKS AND RECORDS AT A LATER TIME.

In addition to the foregoing, all of the payment obligations of the Company under this Agreement are intended to be secured by the property described in any collateral security documents that the Company executes and delivers to Bank in connection with this Agreement or that previously may have been or may in the future be executed and delivered to Bank to secure any other obligations of the Company to Bank.

16. COMPANY CANCELLATION OF COMMERCIAL CARDS

(CARDHOLDER ACCOUNTS) OR REDUCTION OF ACTIVITY LIMITS.

If the Company at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Commercial Card (including as a result of the termination of an Authorized Cardholder's employment), the Program Administrator shall so notify Service Provider and Bank in writing specifying the requested date of such action. A Program Administrator may authorize a change to any activity limit or other requirement on a Commercial Card with respect to a particular transaction or transactions orally or online, on which Service Provider may rely; provided, however, that for any such change to become permanent, any oral change must be set forth in writing by the Program Administrator to Service Provider.

Upon cancellation of any Commercial Card or termination of any Cardholder Account, the Company will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Commercial Card and return such Commercial Card to Bank, cut in half, or otherwise destroy it. Upon cancellation of a Commercial Card (other than a lost or stolen Commercial Card as to which Bank Service Provider have received notice) or termination of any Cardholder Account (including as a result of termination of employment of an Authorized Cardholder as to which Service Provider has received notice), the Company shall remain liable for all outstanding balances incurred by the use of such Commercial Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to Bank with respect to such Cardholder Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Commercial Card, the Company will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the

VISA COMMERCIAL CORPORATE CARD AGREEMENT

Company shall remain liable for all amounts incurred by the use of such Commercial Card.

17. TERMINATION; EFFECT OF TERMINATION.

The Rebate Table shall remain in effect until the earlier of (i) three (3) years from the Effective Date (and will be subject to renegotiation at the end of such period) or (ii) termination of this Agreement.

This Agreement shall remain in effect until terminated as provided herein. The Company and Bank may each terminate this Agreement at any time *without cause* upon at least sixty (60) days prior written notice to the other party (which notice shall specify the date of termination).

Upon termination of this Agreement, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable in full.

The Company hereby forever waives presentment, protest, notice of dishonor and notice of non-payment. The Company also waives all defenses based on suretyship or impairment of collateral.

Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 12 of this Agreement, (iv) Bank's general lien and right of setoff set forth in Paragraph 15 of this Agreement, (v) the indemnity provided by the Company in Paragraph 21 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 25. Further, upon any termination and on demand thereafter, the Company shall reimburse Bank for any reasonable out-of-pocket expenses incurred by Bank in connection with this Agreement and the Commercial Card Program, including without limitation the costs associated with unused customized cards and forms and any attorneys'

fees and costs associated with the collection of all amounts outstanding hereunder.

18. LOST OR STOLEN COMMERCIAL CARD; LIABILITY FOR UNAUTHORIZED USE.

The Company agrees to notify Service Provider immediately if the Company suspects or knows that a Commercial Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Company must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Commercial Card to Service Provider at the address set forth in Paragraph 26.

The Company shall be liable for all unauthorized use of any Commercial Card. For the purposes of this Agreement, "unauthorized use" means the use of a Commercial Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized Cardholder, the Company, nor any Designated Affiliate receives any benefit, including without limitation, any fraudulent use. The Company will not, however, be liable for any unauthorized use that continues after Service Provider is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Commercial Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Company or a Designated Affiliate, shall not constitute unauthorized use, subject to applicable law and Paragraph 16 of this Agreement.

The Company understands that any liability any Authorized Cardholder may separately have to the Company for the unauthorized use of any Commercial Card by a third party is the lesser of \$50 or the amount of such unauthorized use. In addition, the Company understands that there is no limitation on the liability any Authorized Cardholder has to the Company for the unauthorized use of any Commercial Card by the Authorized Cardholder.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

19. FORCE MAJEURE.

Notwithstanding any other provisions of this Agreement, Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, the Company or any third party (including Total Systems Inc. or AOC Solutions, Inc.), severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, or any other cause beyond Bank's reasonable control.

20. NOTICE RE: COMMUNICATIONS BY TELEPHONE.

To review and monitor appropriate handling of inquiries and Service Provider's performance, some telephone calls between employees or agents of Service Provider or Bank and the Company may be monitored by Service Provider's supervisory or management personnel or Bank's personnel, without notice to the Company or such employees or agents of Service Provider. Service Provider will not, however, make a sound recording of any telephone call without disclosure to the Company.

21. INDEMNIFICATION.

The Company shall indemnify and hold harmless Bank and its affiliates and their respective directors, officers, employees and agents, and Service Provider and its affiliates and their respective directors, officers, employees and agents from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Commercial Card Program

22. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.

BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

IN NO EVENT SHALL BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BANK BE LIABLE FOR AN AMOUNT GREATER THAN FEES ALREADY RECEIVED FROM THE COMPANY HEREUNDER. COMPANY ACKNOWLEDGES THAT AT ALL TIMES SERVICE PROVIDER WILL BE CONSIDERED AN AGENT OF THE BANK AND IN NO EVENT WILL BE LIABLE TO THE COMPANY UNDER THIS AGREEMENT.

In addition, the Company acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including Bank) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Commercial Card product, including without limitation the Commercial Card Program and services provided under this Agreement. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL

VISA COMMERCIAL CORPORATE CARD AGREEMENT

WARRANTIES WITH RESPECT TO THE VISA COMMERCIAL CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. PRIOR AGREEMENTS; AMENDMENTS; WAIVER; CUMULATIVE REMEDIES.

This Agreement (including any attachments and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and Bank or any of Bank's affiliates with respect to the subject matter hereof. Except as expressly provided in this Agreement, this Agreement may be amended or modified only by a written agreement signed by both Bank and the Company. No waiver by either party of any of its respective rights under this Agreement shall be effective unless in writing signed by an authorized representative of such party. If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity.

24. ASSIGNMENT; BINDING EFFECT.

This Agreement (including any of the Company's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Company without the prior written consent of Bank. This Agreement shall be binding upon the permitted successors and assigns of the Company. No consent is required for Bank to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

25. WAIVER OF JURY TRIAL; VENUE; ENFORCEMENT.

EACH OF THE COMPANY AND BANK HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

The Company hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement (including this Paragraph) shall prevent Bank from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against the Company individually or against any property of the Company within any other county, state or other foreign or domestic jurisdiction.

In the event of any breach of Paragraph 12, for which it is recognized that there may be no adequate remedy at law, and for which adequate consideration has been received, Bank and the Company shall be entitled to equitable relief,

VISA COMMERCIAL CORPORATE CARD AGREEMENT

including injunctive relief and specific performance, in addition to all other remedies available at law.

26. NOTICES.

All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, nationally recognized overnight courier, telegram, or facsimile, addressed,

in the case of notice to Bank, to:

TriState Capital Bank
Deposit Operations-Commercial Card Program
301 Grant Street, Suite 2700
Pittsburgh, PA 15219
or, if sent by facsimile, to(412) 304-0391,
Attention: Deposit Services-Commercial Card Program.

in the case of notice to Service Provider, to:

PNC Bank, National Association
Treasury Management
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attn: Commercial Card Operations
Mailstop: P7-PFSC-03-D

or, if sent by facsimile, to (412) 705-0759,
Attention: Commercial Card Operations

and in the case of notice to the Company, except as expressly provided below, to the Program Administrator at the address provided to Bank in the Bank set up forms for the Commercial Card issuance or on any Commercial Card application:

COMPANY SHALL PROMPTLY SEND TO THE BANK A COPY OF ALL WRITTEN NOTICES SENT TO THE SERVICE PROVIDER WHETHER SUCH WRITTEN NOTICE TO THE SERVICE PROVIDER IS PERMITTED OR REQUIRED UNDER THIS AGREEMENT WHETHER OR NOT THE AGREEMENT OTHERWISE SPECIFIES

NOTICE TO BANK IS PERMITTED OR REQUIRED.

In the case of the notice made by Bank pursuant to Paragraph 17 of this Agreement, notice shall be provided to Authorized Contracting Officer at the address set forth on the Signature Page to this Agreement.

Any of the above notices or inquiries to the Company may be sent to the applicable facsimile number set forth on the Signature Page for the Authorized Contracting Officer and the Bank Commercial Card Corporate Contact Form for the Program Administrator. Any address or facsimile number set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

Notwithstanding anything herein to the contrary, if the Company has not identified any Program Administrator or Authorized Contracting Officer, or if Bank is unable to determine the identity of such person from its records, then all notices to the Company permitted or required by this Agreement shall be addressed to the Company at the address shown on the records of Bank.

27. TECHNOLOGY.

At the Company's request, Bank may, in its discretion, make available to the Company through Service Provider, certain additional technology, including but not limited to Service Provider's payables card processing application ("ActivePay[®]") and/or certain Internet-based services provided by Visa, known as Visa Information Management ("VIM"). Bank and/or Service Provider may discontinue providing ActivePay[®], VIM or any other service to the Company at any time upon sixty (60) days prior written notice to the Company. The Company may discontinue using ActivePay[®], VIM or any other service at any time upon sixty (60) days prior written notice to Service Provider.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

In order to utilize VIM, the Company acknowledges and agrees that: (a) it and/or its Authorized Cardholders will be required to register with Visa and will be bound by such terms and conditions governing the Company's access to and use of VIM as established from time to time by Visa, and by any third parties that Visa may use in providing VIM services; and (b) it will be responsible for granting access to and authority to use VIM to one or more persons in accordance with procedures established by Visa. Further, the Company acknowledges and agrees that when it utilizes VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to Service Provider and, provided that the person giving those instructions entered the proper security or other codes or identifying numbers, Service Provider will comply with the instructions received from Visa without further verifying those instructions with the Company.

In addition to the requirements set forth in this Paragraph 27, in order to utilize ActivePay[®] or any other technology that Bank, through Service Provider, may make available to the Company from time to time, the Company and/or its Authorized Cardholders may be required to register with such vendor and agree to its terms and conditions governing the Company's access to and use of such technology. The Company also may be required to execute such other documentation, in form and substance acceptable to Service Provider, and to agree to certain other terms and conditions governing use of such technology as may be established by Service Provider or any third party vendor used by Bank in conjunction with the provision of such services (including, without limitation, AOC Solutions, Inc.).

Bank and Service Provider are authorized to exchange with Visa, AOC Solutions, Inc., any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the Company and the transactions under this Agreement and any other commercial card agreement with Bank.

Bank shall have no liability to the Company in connection with the performance, or failure to perform, of VIM, ActivePay[®] or any other additional technology used by the Company in connection with the ActivePay[®] Program.

28. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in the Agreement, the following words and terms shall have the following meanings:

"**Agreement**" means this Visa Commercial Card Agreement, including all Schedules, Exhibits, Addenda and attachments, as it and they may be amended from time to time.

"**Banking Day**" is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

"**Payment Due Date**" refers to each date upon which payment of any type is due from the Company to Bank. The Payment Due Date for the amount shown on any Monthly Company Statement as "**Total Payment Due**", including any disputed amounts (as described in Paragraph 8), shall be the date which is seven (7) calendar days after the date identified on the Monthly Company Statement as "**Statement Date**".

29. GOVERNING LAW.

THIS AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

30. CONSTRUCTION.

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of this Agreement. Titles and headings to paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All Schedules, Exhibits and Addenda to this Agreement are hereby made a part of this Agreement in all respects.

**VISA COMMERCIAL CARD AGREEMENT
PURCHASING CARD**

COMPANY CREDIT LIMIT SCHEDULE

Date: April 25, 2019

Company: ShowClix, Inc.

Company Credit Limit
under Commercial Card
Program and other
commercial card programs \$ 1,000,000.00

In the event of a change in the Company Credit Limit, as provided in the VISA Commercial Card Agreement or other commercial card agreement, Bank will provide a revised Company Credit Limit Schedule to the Company. The revised Company Credit Limit will be effective as of the date set forth on the new Company Credit Limit Schedule.

VISA COMMERCIAL CORPORATE CARD AGREEMENT

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the foregoing Visa Commercial Card Agreement and agree to abide and be bound by its terms and conditions.

TRISTATE CAPITAL BANK

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

ShowClix, Inc. _____ ("COMPANY")

By: Anupam Palit
(Signature)
Name: ANUPAM PALIT
Title: CFO
Date: 5/16/19

Form of Organization (please check):
 Corporation; Partnership;
 Other (Specify: _____)

State of Organization: Pennsylvania

Address for all notices under this Agreement:
650 Smithfield St Ste 1300
Pittsburgh, PA 15222

Facsimile Number of Authorized Contracting Officer: 412-208-4103



VISA COMMERCIAL CARD AGREEMENT

Exhibit A

Prepared for
_ ShowClix, Inc. (Company)

<u>Item/Description</u>	<u>Fee</u>	<u>Frequency</u>
Card Design		
Company Logo ¹	\$250 per logo	One Time
Multi-color Company Logo	\$250 per image upload	One Time
File Formatting Modifications (if applicable)	\$200 per image modification	One Time
Custom Card Production	\$3.00 per card	One Time
Technology		
Online Web Portal	No Charge	Monthly
Receipt Imaging	No Charge (per account)	Monthly
Transactional		
Cash Advance	\$3 or 3% per advance (whichever is greater)	Per advance
Foreign Exchange ²	Exchange Rate + 1%	
Late Fee	1% of outstanding balance at the following number of days past the next statement close date based on the following program statement cycles: Monthly (or longer) cycle: 15 days Bi-weekly cycle: 10 days Weekly cycle: 5 days	Payable Monthly on outstanding balances after Termination
Default Interest	25% per annum	

¹ Card Design: Company Logo cards are available 1-2 weeks after design approval. Custom Card designs may take up to 12 weeks for delivery.

² Foreign Exchange Fee: Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.



VISA COMMERCIAL CORPORATE CARD AGREEMENT

Exhibit B

Prepared for ShowClix, Inc. (Company)

Rebate Schedule

The Bank is offering the following incentives to the Company, subject to the terms of the Agreement and payments being made on or before the applicable Payment Due Date:

Rebate Incentives

Table with 2 columns: Annual Dollar Volume and Standard Transaction Rebate Incentives*. Rows include volume tiers from \$10,000,000 or more down to \$250,000 to \$499,999 with corresponding incentive values from 40 to 10.

NO REBATES WILL BE GIVEN FOR ANY YEAR IN WHICH THE ANNUAL DOLLAR VOLUME IS LESS THAN \$100,000.

* Standard Transaction Rebate Incentives are listed in basis points. One basis point equals .0001. The highest Annual Dollar Volume tier achieved for a particular year will determine the applicable Standard Transaction Rebate Incentive that will be applied to all of that year's Annual Dollar Volume for Standard Transactions (the "Applicable Standard Transaction Rebate Incentive").

As used herein, "Annual Dollar Volume" means total Dollar Volume, based on monthly statement cycle activity for statement cycles ending in January through December of each calendar year; "Dollar Volume" means the total of Standard Transactions, Level II Transactions, Level III Transactions and Large Ticket Transactions, each as defined below, under the Program (excluding transactions attributed to Cards that earn rewards points under Rewards Programs or that are issued under other programs not listed in Paragraph 4) minus returns minus disputed or unauthorized use charges for which the Company has been reimbursed minus cash advances;

3 For purposes of determining whether a particular Fee Program pays interchange at a rate greater than that paid for Level II Transactions, only the portion of the interchange fee expressed as a percentage is considered.

Prepared for
ShowClix, Inc. *(Company)*

III Transactions” means those transactions for which interchange is paid at Visa’s published rate for the Commercial Level III Fee Program; **“Large Ticket Transactions”** means those transactions for which interchange is paid at Visa’s published rate for the Visa Purchasing Large Ticket Fee Program, in each case in accordance with Visa’s published schedules in effect from time to time.

Bank reserves the right, in its sole discretion, to exclude from Annual Dollar Volume any outstanding balances on Cards which are not paid on or before each Payment Due Date.

This Rebate Schedule reflects corporate bill and liability for Company Bill Programs, and individual bill and corporate liability for Cardholder Bill Programs. This Rebate Schedule shall remain in effect for a minimum of three (3) years from the Effective Date, subject to the terms of the Agreement. Capitalized terms used but not defined in this Rebate Schedule shall have the meanings given to such terms in the Agreement.

Rebates are paid on an annual basis on or before February 1 of the following calendar year.

Exhibit B

May 13, 2019

TriState Capital Bank
Attn: Dave Holzworth
301 Grant Street, Suite 2700
Pittsburgh, PA 15219

RE: Designated Affiliates

Dave Holzworth,

Per the Visa Commercial Corporate Card Agreement (the "Agreement") between TriState Capital Bank ("Bank"), and ShowClix, Inc. (the "Company"), the following companies/affiliates/subsidiaries indicated below are hereby the "Designated Affiliates" of Company that may use the Commercial Card Services pursuant to the Agreement. Company hereby agrees to provide written notice of any changes to the Designated Affiliates from time to time and provided further that Company shall be and remain liable to Bank for the performance of all obligations under the Agreement with respect to the Designated Affiliates us of the Commercial Car Services.

Provided is the legal company name and corporate EIN numbers and the applicable sublimit for each Designated Affiliate.

Legal Company Name & Corporate EIN Number – Please provide missing numbers

Patron Technology, Inc., - [REDACTED]
PM Purchaser, Inc., - [REDACTED]
Patron Manager, LLC, - [REDACTED]
ShowClix, Inc., - [REDACTED]
TicketLeap, Inc., - [REDACTED]
SeatAdvisor, Inc., - [REDACTED]
Greencopper Publishing, Inc. - [REDACTED]
PT Fan Engagement, Inc. - [REDACTED]
PM Technology Canada, Inc. - [REDACTED]
Fish Technologies, LLC - [REDACTED]

Sincerely,

Mark Riley
Patron Technology / ShowClix, Inc.
Sr Vice President of Finance

Exhibit C

GUARANTY AND SURETYSHIP AGREEMENT

VISA Commercial Corporate Card Program

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "Guaranty") is made and entered into as of this _____ day of May 7, 2019, by Patron Technology (the "Guarantor"), with an address at [33W 60th St, New York City, NY 10023 in consideration of the extension of credit by TRISTATE CAPITAL BANK (the "Bank"), with an address at One Oxford Centre, Suite 2700, 301 Grant Street, Pittsburgh, PA 15219 to ShowClix, Inc. (the "Borrower"), in connection with a certain \$1,000,000.00 VISA COMMERCIAL CARD PROGRAM ("Loan"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given in that certain VISA Commercial Corporate Card Agreement, dated of even date herewith, by and between the Bank and Borrower (the "VISA Card Agreement"). In addition to the other terms defined elsewhere in this Guaranty, as used herein the following terms shall have the following meanings:

a. "VISA Commercial Card Program": The Visa Commercial Card program pursuant to the VISA Commercial Corporate Card Agreement (the "VISA Card Agreement") executed between Borrower and Bank, as may be amended from time to time, which Bank established in conjunction with Bank's Service Provider whereby Service Provider will issue to Borrower and Designated Affiliates one or more Visa Commercial Cards, which may include a combination of physical plastic cards or specific card numbers for payment or performance of Commercial Card Services.

b. "Guaranteed Obligations": All obligations from time to time of the Borrower, and Designated Affiliate or any Guarantor to the Bank, under or in connection with the Commercial Card Program, including all obligations to pay principal, interest, fees, expenses, indemnities or other amounts, in each case whether such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (including interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, dissolution or similar proceeding with respect to the Borrower or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding).

c. "Loan Party": The Borrower, the Designated Affiliate and the Guarantors and any other Person from time to time executing the Visa Commercial Corporate Card Agreement (other than the Bank), and "Loan Parties" means all such Persons, collectively.

d. "Person": An individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

2. Guaranty of Obligations. Subject to the limitations expressly set forth herein, Guarantor hereby guarantees, and becomes surety for, the prompt payment and performance of all Guaranteed Obligations of any kind or nature, present or future, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vi) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

Notwithstanding anything to the contrary contained herein, the Guarantor's liability hereunder shall not exceed the the sum of principal amount of the Loan outstanding plus interest thereon and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with the foregoing, including reasonable attorneys' fees and expenses (the "Guaranteed Amount").

If the Borrower defaults under the Loan, the Guarantor will pay the Guaranteed Amount to the Bank. Until the Loan is indefeasibly paid in full, the Guaranteed Amount shall not be reduced in any manner whatsoever by any amounts which the Bank may realize before or after maturity of the Loan, by acceleration or otherwise, as a result of payments made by or on behalf of the Borrower or by or on behalf of any other person or entity other than the Guarantor primarily or secondarily liable for the Loan or any part thereof, or otherwise credited to the Borrower or such person or entity, or as a result of the exercise of the Bank's rights with respect to any collateral for the Loan or any part thereof. Payments made to the Bank by the Guarantor (other than, directly or indirectly, from collateral or other persons or entities liable for any portion of the Loan) after maturity of the Loan, by acceleration or otherwise, shall reduce the Guaranteed Amount.

3. Nature of Guaranty; Waivers. This is a guaranty of payment and not of collection and the Bank shall not be required, as a condition of the Guarantor's liability, to make any demand upon or to pursue any of its rights against the Borrower, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Guaranteed Obligations.

This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until all of the Guaranteed Obligations have been indefeasibly paid in full, and the Bank has terminated this Guaranty. This Guaranty will not be affected by any surrender, exchange, acceptance, compromise or release by the Bank of any other party, or any other guaranty or any security held by it for any of the Guaranteed Obligations, by any failure of the Bank to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Guaranteed Obligations or any guaranty, or by any irregularity, unenforceability or invalidity of any of the Guaranteed Obligations or any part thereof or any security or other guaranty thereof. The Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, deduction or defense based upon any claim the Guarantor may have against the Borrower or the Bank, except payment or performance of the Guaranteed Obligations.

Notice of acceptance of this Guaranty, notice of extensions of credit to the Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Bank's failure to comply with the notice requirements of the applicable version of Uniform Commercial Code §§9-611(c) and 9-613 are hereby waived.

The Bank at any time and from time to time, without notice to or the consent of the Guarantor, and without impairing or releasing, discharging or modifying the Guarantor's liabilities hereunder, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Guaranteed Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to any of the Guaranteed Obligations, any other guaranties, or any security for any Guaranteed Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Guaranteed Obligations of the Borrower in such order, manner and amount as the Bank may determine in its sole discretion; (d) deal with any other person with respect to any Guaranteed Obligations in such manner as the Bank deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies hereunder as provided herein.

4. Repayments or Recovery from the Bank. If any demand is made at any time upon the Bank for the repayment or recovery of any amount received by it in payment or on account of any of the Guaranteed Obligations and if the Bank repays all or any part of such amount by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by the Bank. The provisions of this section will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Bank's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

5. Enforceability of Guaranteed Obligations. No modification, limitation or discharge of the Guaranteed Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge the Guarantor's liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted. The Guarantor waives all rights and benefits which might accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, Irrespective of any modification, limitation or discharge of the liability of the Borrower that may result from any such proceeding.

6. Representations and Warranties. The Guarantor represents and warrants to the Bank that: (i) no representations or agreements of any kind have been made to the Guarantor which would limit or qualify in any way the terms of this Guaranty; (ii) this Guaranty is executed at the Borrower's request and not at the request of the Bank; (iii) the Guarantor has full power, right and authority to enter into this Guaranty; (iv) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon the Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to the Guarantor; (v) the Guarantor has not and will not, without the prior written consent of the Bank, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of the Guarantor's assets, or any interest therein; (vi) upon the Bank's request, the Guarantor will provide to the Bank financial and credit information in form acceptable to the Bank, and all such financial information which currently has been, and all future financial information which will be provided to the Bank is and will be true and correct in all material respects and fairly present the Guarantor's financial condition as of the dates the financial information is provided; (vii) no material adverse change has occurred in the Guarantor's financial condition since the date of the most recent financial statements provided to the Bank and no event has occurred which may materially adversely affect the Guarantor's financial condition; (viii) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against the Guarantor is pending or threatened; (ix) the Bank has made no representation to the Guarantor as to the creditworthiness of the Borrower; and (x) the Guarantor has established adequate means of obtaining from the Borrower on a continuing basis information regarding the Borrower's financial condition.

7. Covenants and Agreements.

(a) The Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect the Guarantor's risks under this Guaranty, and the Guarantor further agrees that the Bank shall have no obligation to disclose to the Guarantor any information or documents acquired by the Bank in the course of its relationship with the Borrower.

(b) RESERVED

8. Events of Default. If any of the following occur (each an "Event of Default"): (i) any Event of Default (as defined in any of the Loan Documents); (ii) any default under any of the Loan Documents that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Loan Documents with respect to such default; (iii) demand by the Bank under any of the Guaranteed Obligations that have a demand feature; (iv) the failure by the Guarantor to perform any of its obligations under this Guaranty; (v) the falsity, inaccuracy or material breach by the Guarantor of any written warranty, representation or statement made or furnished to the Bank by or on behalf of the Guarantor; or (vi) the termination or attempted termination of this Guaranty, then the Guarantor will, on the demand of the Bank, immediately deposit with the Bank in U.S. dollars all amounts due or to become due under the Guaranteed Obligations and the Bank will use such funds to repay the Guaranteed Obligations. Such amounts will be paid by the Guarantor to the Bank without presentment, demand, protest or notice of any kind, which are hereby expressly waived. Upon the occurrence of any such Event of Default, the Bank in its discretion may exercise with respect to any collateral any one or more of the rights and remedies provided a secured party under the applicable version of the Uniform Commercial Code.

9. Right of Setoff. In addition to all liens upon and rights of setoff against the money, securities or other property of the Guarantor given to the Bank by law, the Bank shall have, with respect to the Guarantor's obligations to the Bank under this Guaranty and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Guarantor hereby assigns, conveys, delivers, pledges and transfers to the Bank all of the Guarantor's right, title and interest in and to, all deposits, moneys, securities and other property of the Guarantor now or hereafter in the possession of or on deposit with, or in transit to, the Bank whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Guarantor. Every such right of setoff shall be deemed to have occurred immediately upon the occurrence of an Event of Default hereunder without any action of the Bank although the Bank may enter such setoff on its books and records at a later time.

10. Costs. To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Guaranteed Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Guaranteed Obligations and will bear interest from the incurring or payment thereof at the Default Rate (as defined in any of the Loan Documents).

11. Subordination of Guarantor Claims.

(a) All debts and liabilities, whether now or hereafter existing or direct, contingent, primary, secondary, several, or joint and several, of Borrower to Guarantor (including, without limitation, rights of subrogation, reimbursement, contribution, indemnity or otherwise arising by contract or operation of law that Guarantor may have as a result of any payment by Guarantor of any of the Guaranteed Obligations), together with any interest thereon (all of the foregoing, collectively, the "Guarantor Claims"), shall be, and such Guarantor Claims, are hereby deferred, postponed and subordinated to the prior payment in full of the Guaranteed Obligations. Until indefeasible payment in full of the Guaranteed Obligations (and including interest accruing on the Note after the commencement of a proceeding by or against Borrower under the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. Sections 101 et seq., and the regulations adopted and promulgated pursuant thereto (collectively, the "Bankruptcy Code"), which interest Guarantor agrees shall remain a claim that is prior and superior to any claim of Guarantor notwithstanding any contrary practice, custom or ruling in cases under the Bankruptcy Code generally), and otherwise subject to Section 11(b) below, Guarantor agrees not to accept any payment or satisfaction of any kind on account of the Guarantor Claims and hereby assigns the Guarantor Claims to the Bank, for the benefit of the Bank, including the right to file proof of claim and to vote thereon in connection with any such proceeding under the Bankruptcy Code, including the right to vote on any plan of reorganization.

(b) Until the Guaranteed Obligations are indefeasibly paid in full, the Guarantor postpones and subordinates in favor of the Bank any and all rights which the Guarantor may have to (a) assert any claim against the Borrower based on subrogation rights with respect to payments made hereunder, and (b) any realization on any property of the Borrower, including participation in any marshalling of the Borrower's assets.

12. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally, or if sent by facsimile transmission with confirmation of delivery, or by nationally recognized overnight courier service, to the addresses for the Bank and the Guarantor set forth above or to such other address as one may give to the other in writing for such purpose. A copy of any notice to the Bank hereunder shall also be sent simultaneously to TriState Capital Bank, One Oxford Centre, Suite 2700, 301 Grant Street, Pittsburgh, PA 15219, Attention: Legal Department.

13. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. The Bank may proceed in any order against the Borrower, the Guarantor or any other obligor of, or any collateral securing, the Guaranteed Obligations.

14. Illegality. In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15. Changes in Writing. No modification, amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom, will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Guarantor in any case will entitle the Guarantor to any other or further notice or demand in the same, similar or other circumstance.

16. Entire Agreement. This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Guarantor and the Bank with respect to the subject matter hereof.

17. Successors and Assigns. This Guaranty will be binding upon and inure to the benefit of the Guarantor and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Guarantor may not assign this Guaranty in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Guaranty in whole or in part.

18. Interpretation. In this Guaranty, unless the Bank and the Guarantor otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or"; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Guaranty unless otherwise indicated. Section headings in this Guaranty are included for convenience of reference only and shall not constitute a part of this

Guaranty for any other purpose. If this Guaranty is executed by more than one party as Guarantor, the obligations of such persons or entities will be joint and several.

19. Indemnity. The Guarantor agrees to indemnify each of the Bank, its directors, officers and employees and each legal entity, if any, who controls the Bank (the "Indemnified Parties") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party as a result of the execution of or performance under this Guaranty; provided, however, that the foregoing indemnity agreement shall not apply to claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Guaranty. The Guarantor may participate at its expense in the defense of any such claim.

20. Governing Law and Jurisdiction. This Guaranty has been delivered to and accepted by the Bank and will be deemed to be made in the Commonwealth of Pennsylvania. This Guaranty will be interpreted and the rights and liabilities of the Bank and the Guarantor determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules. The Guarantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for Allegheny County or the Western District of Pennsylvania, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Guarantor at the Guarantor's address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Guaranty will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Guarantor individually, against any security or against any property of the Guarantor within any other county, state or other foreign or domestic jurisdiction. The Guarantor acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Guarantor. The Guarantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

21. WAIVER OF JURY TRIAL. THE GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT THE GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS GUARANTY, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS GUARANTY OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[Remainder of page intentionally blank]

The Guarantor acknowledges that it has read and understood all the provisions of this Guaranty, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

WITNESS / ATTEST:

Patron Technology
(Corporation, Partnership or other Entity)

[Signature]
Print Name: Mark J. Riky

By: [Signature] (SEAL)
Print Name: ANURAN PALI
Title: CFO.

Print Name: _____

(Individual) (SEAL)
Print Name: _____

Print Name: _____

(Individual) (SEAL)
Print Name: _____

STATE/Commonwealth of Pennsylvania
COUNTY OF Allegheny

:
:
ss
:

On this, the 16th day of May, 2019, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Anuram Pali, personally known to me or whom I am satisfied is the person who signed the within instrument, and who acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joseph B. Marshall III, Notary Public
Mt. Lebanon Twp., Allegheny County
My commission expires March 15, 2021

Exhibit D

Acct #	Last Name	First Name	Type	Credit Limit	Current Balance	Current Statement Opened	Expires	Status	Hierarchy Node Name
*5618		PATRON TECHNOLOGY	C	US\$300,000	US\$256,723.96	US\$197,197.82 6/14/2019	12/31/2049	Active	PATRON TECHNOLOGY
*7671	ANDERSON	NATHAN	I	US\$0		7/8/2019	11/30/2019	Closed	PATRON MANAGER
*7473	ARNONE	BRIAN	I	US\$0	US\$0.00	US\$0.00 7/8/2019	9/30/2020	Closed	SHOWCLIX
*7457	BARCZAK	JIM	I	US\$0	US\$0.00	US\$8,956.44 7/8/2019	9/30/2020	Closed	SHOWCLIX
*7960	BLACKBURN	CRAIG	I	US\$0	US\$0.00	US\$0.00 7/8/2019	2/29/2020	Closed	THUZI
*7978	BLACKBURN	SCOTT	I	US\$0		7/8/2019	4/30/2020	Closed	THUZI
*7986	BRADY	ART	I	US\$0	US\$0.00	US\$0.00 7/8/2019	6/30/2020	Closed	THUZI
*7499	BULLOCK	RACHEL	I	US\$0	US\$2,514.48	US\$2,166.72 7/8/2019	9/30/2020	Closed	SHOWCLIX
*7689	CANNING	BENJAMIN	I	US\$0	US\$213.25	US\$0.00 7/8/2019	9/30/2020	Closed	PATRON MANAGER
*7820	CHRISTENSEN	ESBEN	I	US\$0	US\$0.00	US\$0.00 7/8/2019	4/30/2020	Closed	GREENCOPPER
*7842	CLOW	MICHAEL	I	US\$0	US\$350.63	US\$692.90 7/8/2019	9/30/2020	Closed	FISH
*8091	CURRIE	MORGAN	I	US\$0	US\$100.84	US\$437.85 7/8/2019	9/30/2020	Closed	MARCATO
*7929	DESAI	JOLLY	I	US\$0	US\$682.56	US\$1,055.10 7/8/2019	9/30/2020	Closed	SEATADVISOR
*4239	DICTTER	ROBERT	I	US\$0	US\$3,741.77	US\$823.12 12/18/2019	9/30/2020	Closed	GROWTIX
*7507	DONNELLY	MATTHEW	I	US\$0	US\$0.00	US\$0.00 7/8/2019	9/30/2020	Closed	SHOWCLIX
*7887	DRAGON	CHRISTINE	I	US\$0	US\$15,700.49	US\$14,423.56 7/8/2019	9/30/2020	Closed	TICKETLEAP
*7515	DRASS	JUSTIN	I	US\$0	US\$3,550.04	US\$19,068.38 7/8/2019	9/30/2020	Closed	SHOWCLIX
*6177	ESPOSITO	DAVID	I	US\$0	US\$760.00	US\$(125.99) 9/10/2019	9/30/2020	Closed	PATRON MANAGER
*6185	FAMIGLIETTI	MARK	I	US\$0	US\$141.42	US\$177.72 9/10/2019	9/30/2020	Closed	PATRON MANAGER
*7697	FERBER	BEN	I	US\$0	US\$4,313.90	US\$4,345.78 7/8/2019	9/30/2020	Closed	PATRON MANAGER
*0716	FREMY	MAXIME	I	US\$0	US\$0.00	US\$0.00 11/6/2019	4/30/2020	Closed	GREENCOPPER
*7705	FRIEND	ROBERT	I	US\$0	US\$0.00	US\$0.00 7/8/2019	4/30/2020	Closed	PATRON MANAGER
*7937	GARCIA	STEVE	I	US\$0	US\$0.00	US\$0.00 7/8/2019	7/31/2020	Closed	SEATADVISOR
*7895	GEORGE	LEE	I	US\$0	US\$0.00	US\$0.00 7/8/2019	4/30/2020	Closed	TICKETLEAP
*7481	GOOD	NATHAN	I	US\$0	US\$78,356.56	US\$94,573.44 7/8/2019	9/30/2020	Closed	SHOWCLIX
*0392	GRAHAM	JESSA	I	US\$0	US\$0.00	US\$0.00 1/28/2020	4/30/2020	Closed	PATRON MANAGER
*6877	H R	PATRON TECHNOLOGY	I	US\$0	US\$19.26	8/18/2020	9/30/2020	Closed	PATRON TECHNOLOGY
*7990	HAMMEL-HOWARD	ROBIN	I	US\$0	US\$13,401.06	US\$9,406.30 7/8/2019	9/30/2020	Closed	THUZI
*7713	HANDS	RACHEL	I	US\$0	US\$0.00	US\$0.00 7/8/2019	4/30/2020	Closed	PATRON MANAGER
*7721	HAWKINS	JESSA	I	US\$0	US\$0.00	US\$0.00 7/8/2019	1/31/2020	Closed	PATRON MANAGER
*7523	HAWRYLAK	JARRETT	I	US\$0	US\$1,189.16	US\$3,040.30 7/8/2019	9/30/2020	Closed	SHOWCLIX
*8109	HILLIER	NATASHA	I	US\$0	US\$156.80	US\$1,745.81 7/8/2019	9/30/2020	Closed	MARCATO
*7739	HINDSON	ELLEN	I	US\$0	US\$0.00	US\$0.00 7/8/2019	7/31/2020	Closed	PATRON MANAGER
*7531	HURST	RYAN	I	US\$0	US\$9,718.40	US\$615.30 7/8/2019	9/30/2020	Closed	SHOWCLIX
*7838	IRAVANIPOUR	NARMEH	I	US\$0	US\$401.01	US\$0.00 7/8/2019	9/30/2020	Closed	GREENCOPPER
*8000	JACKSON	WILLIAM	I	US\$0	US\$0.00	US\$0.00 7/8/2019	9/30/2020	Closed	THUZI
*6193	JOHNSON	CHRISTINA	I	US\$0	US\$0.00	US\$0.00 9/10/2019	7/31/2020	Closed	PATRON MANAGER
*4056	JOLLEY	LEGRANDE	I	US\$0	US\$31.01	US\$2,372.35 12/18/2019	9/30/2020	Closed	GROWTIX
*7549	KLINE	AMY	I	US\$0	US\$75.00	US\$9.63 7/8/2019	9/30/2020	Closed	SHOWCLIX
*8018	KOCHER	RYAN	I	US\$0	US\$0.00	US\$0.00 7/8/2019	3/31/2020	Closed	THUZI
*7903	KRZYZANOWSKI	ALEXA	I	US\$0		7/8/2019	4/30/2020	Closed	TICKETLEAP
*7911	LANG	SARAH	I	US\$0	US\$0.00	US\$0.00 7/8/2019	4/30/2020	Closed	TICKETLEAP
*8026	LANGNER	TAMARA	I	US\$0	US\$0.00	US\$0.00 7/8/2019	3/31/2020	Closed	THUZI
*0732	LEAVITT	JENNIFER	I	US\$0	US\$0.00	US\$0.00 11/6/2019	9/30/2020	Closed	PATRON MANAGER
*7747	LEUNG	LING	I	US\$0	US\$0.00	US\$0.00 7/8/2019	7/31/2020	Closed	PATRON MANAGER
*8034	LY	ANNA	I	US\$0	US\$0.00	US\$0.00 7/8/2019	7/31/2020	Closed	THUZI
*3842	LYONS	COLIN	I	US\$0		3/5/2020	9/30/2020	Closed	PATRON TECHNOLOGY
*8117	MACDONALD	ASHLEY	I	US\$0		7/8/2019	7/31/2020	Closed	MARCATO

*8125	MACVICAR	DAVID		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	MARCATO
*7846	MAHE	PAULINE		US\$0	US\$821.05	US\$0.00	7/8/2019	9/30/2020	Closed	GREENCOPPER
*7630	MAINOR	CLIFFORD		US\$0			7/8/2019	4/30/2020	Closed	FISH
*8042	MARTORANA	MARK		US\$0			7/8/2019	9/30/2020	Closed	THUZI
*8124	MASTRINE	JASON		US\$0	US\$0.00	US\$2.38	9/25/2019	9/30/2020	Closed	SHOWCLIX
*7556	MEEHAN	MIKE		US\$0	US\$1,485.92	US\$986.35	7/8/2019	9/30/2020	Closed	SHOWCLIX
*7564	MINTO	NATHANIEL		US\$0	US\$48.15	US\$48.15	7/8/2019	9/30/2020	Closed	SHOWCLIX
*6169	MOFFATT	JUSTIN		US\$0	US\$0.00	US\$0.00	9/10/2019	7/31/2020	Closed	MARCATO
*7853	MONFET	FREDERIC		US\$0	US\$0.00	US\$0.00	7/8/2019	9/30/2020	Closed	GREENCOPPER
*7754	MONTGOMERY	BRITTANY		US\$0	US\$0.00	US\$0.00	7/8/2019	1/31/2020	Closed	PATRON MANAGER
*7572	MORRISON	BRUCE		US\$0	US\$0.00	US\$53.99	7/8/2019	9/30/2020	Closed	SHOWCLIX
*7580	MRAZEK	AMY		US\$0	US\$162.06	US\$415.37	7/8/2019	9/30/2020	Closed	SHOWCLIX
*7945	O'DONNELL	RORY		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	SEATADVISOR
*7663	PALIT	ANUPAM		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	PATRON MANAGER
*7598	PATMON	CHRIS		US\$0			7/8/2019	12/31/2019	Closed	SHOWCLIX
*7762	PATTERSON	KEVIN		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	PATRON MANAGER
*7770	PAUL	MICHELLE		US\$0	US\$0.00	US\$0.00	7/8/2019	4/30/2020	Closed	PATRON MANAGER
*8059	PILCH	JEFF		US\$0	US\$0.00	US\$0.00	7/8/2019	3/31/2020	Closed	THUZI
*7323	PRELOSKY	KIMBERLY		US\$0	US\$0.00	US\$0.00	1/9/2020	7/31/2020	Closed	SHOWCLIX
*7788	REBMANN	ELISE		US\$0	US\$0.00	US\$0.00	7/8/2019	9/30/2020	Closed	PATRON MANAGER
*7606	RILEY	MARK		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	SHOWCLIX
*7861	RODRIGUEZ	JULIAN		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	GREENCOPPER
*7465	ROWDEN	JACQUE		US\$0	US\$159.00	US\$524.66	7/8/2019	9/30/2020	Closed	SHOWCLIX
*4221	SANT	TODD		US\$0	US\$7,390.99	US\$8,259.33	12/18/2019	9/30/2020	Closed	SHOWCLIX
*7796	SCHWARTZBORD	AARON		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	PATRON MANAGER
*0853	SHERRETT	MATTHEW		US\$0	US\$687.49	US\$3,752.35	7/8/2019	9/30/2020	Closed	GREENCOPPER
*7804	SIMMONS	JORDAN		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	PATRON MANAGER
*8067	SIPE	HILLARY		US\$0	US\$43.29	US\$0.00	7/8/2019	9/30/2020	Closed	THUZI
*4049	SLOAN	JOHN		US\$0	US\$11,718.63	US\$13,386.01	12/18/2019	9/30/2020	Closed	GROWTIX
*7614	SMITH	KATIE		US\$0	US\$0.00	US\$0.00	7/8/2019	4/30/2020	Closed	SHOWCLIX
*9867	SMITH	SAMUEL		US\$0	US\$440.60	US\$152.02	7/18/2019	9/30/2020	Closed	SHOWCLIX
*7952	SOUZA	STEVE		US\$0	US\$202.68	US\$0.00	7/8/2019	9/30/2020	Closed	SEATADVISOR
*8133	SPARROW	MARK		US\$0	US\$0.00	US\$0.00	7/8/2019	4/30/2020	Closed	MARCATO
*8075	TATE	MACKENZIE		US\$0	US\$0.00	US\$0.00	7/8/2019	9/30/2020	Closed	THUZI
*0807	TEST	SCX		US\$0			11/6/2019	7/31/2020	Closed	SHOWCLIX
*0815	TEST CARD	PATRON		US\$0	US\$0.00	US\$0.00	11/6/2019	7/31/2020	Closed	PATRON MANAGER
*6869	TEST CARD	MANAGER PATRON		US\$0			8/18/2020	9/30/2020	Closed	PATRON MANAGER
*7648	THOMAS	MANAGER BABU		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	FISH
*6219	TISH	JOSEPH		US\$0	US\$25.00	US\$25.00	9/10/2019	9/30/2020	Closed	PATRON MANAGER
*7812	WARREN	CHRISTY		US\$0	US\$0.00	US\$0.00	7/8/2019	4/30/2020	Closed	PATRON MANAGER
*7115	WELDON	RICHARD		US\$0	US\$63.39	US\$686.79	7/8/2019	9/30/2020	Closed	FISH
*8083	WOLFINBARGER	DEREK		US\$0	US\$918.84	US\$0.00	7/8/2019	9/30/2020	Closed	THUZI
*8141	YOUNG	BETHANY		US\$0	US\$0.00	US\$0.00	7/8/2019	7/31/2020	Closed	MARCATO

Exhibit E

COMMERCIAL CARD SERVICES
 PO BOX 828702
 PHILADELPHIA PA 19182-8702

ACCOUNT NUMBER XXXX XXXX XXXX 5618
 PAYMENT DUE DATE 06-05-20
 AMOUNT DUE \$17,905.72
 CURRENT BALANCE \$17,905.72

COMMERCIAL CARD SERVICES
 PO BOX 828702
 PHILADELPHIA PA 19182-8702

AMOUNT ENCLOSED \$

PATRON TECHNOLOGY
 CORPORATE ACCOUNT
 JUSTIN DRASS
 650 SMITHFIELD ST
 PITTSBURGH PA 15222-3900

** 0000000

8740348597700000556186001790572000179057203

Please tear payment coupon at perforation.

STATEMENT MESSAGES

CORPORATE ACCOUNT SUMMARY	
CORPORATE ACCOUNT NUMBER XXXXXXXXXXXX5618	
CLOSING DATE 05-29-20	PREVIOUS BALANCE 217,041.74
PAYMENT DUE DATE 06-05-20	PURCHASES AND OTHER CHARGES 66,466.89
CREDIT LIMIT 1,000,000	CASH ADVANCES .00
AVAILABLE CREDIT 982,094	CREDITS 15,602.91
CUSTOMER SERVICE AND LOST CARD REPORTING Inside U.S. 1-888-222-8755 Outside U.S. 1-706-644-0357	PAYMENTS 250,000.00-
	LATE PAYMENT CHARGES .00
	CASH ADVANCE FEE .00
	FINANCE CHARGES .00
SEND BILLING INQUIRIES TO: COMMERCIAL CARD SERVICES PO BOX 828702 PHILADELPHIA PA 19182-8702	NEW BALANCE 17,905.72
	TOTAL PAYMENT DUE 17,905.72
	DISPUTED AMOUNT .00

ACCT. NUMBER: XXXX XXXX XXXX 5618				
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE		.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72	
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20	

CORPORATE ACCOUNT ACTIVITY

PATRON TECHNOLOGY* XXXX-XXXX-XXXX-5618			TOTAL CORPORATE ACTIVITY \$250,000.00 CR	
Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-01	05-01	74715150122122000003136	PAYMENT RECEIVED - THANK YOU	75,000.00 PY
05-08	05-08	74715150129129000002334	PAYMENT RECEIVED - THANK YOU	75,000.00 PY
05-15	05-15	74715150136136000001944	PAYMENT RECEIVED - THANK YOU	50,000.00 PY
05-22	05-22	74715150143143000001867	PAYMENT RECEIVED - THANK YOU	25,000.00 PY
05-29	05-29	74715150150150000002258	PAYMENT RECEIVED - THANK YOU	25,000.00 PY

INDIVIDUAL CARDHOLDER ACTIVITY

JACQUE ROWDEN XXXX-XXXX-XXXX-7465		CREDITS \$0.00	PURCHASES \$1,304.82	CASH ADV \$0.00	TOTAL ACTIVITY \$1,304.82
--------------------------------------	--	-------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-04	05-02	24692160123100626393527	APPLE.COM/US 800-676-2775 CA	319.93
05-04	05-02	24692160123100973278513	GOOGLE *GSUITE_SHOWCLI CC@GOOGLE.COM CA	968.84
05-27	05-26	24492150147637405713926	SLACK TUJG3MZQB SLACK.COM CA	16.05

NATHAN GOOD XXXX-XXXX-XXXX-7481		CREDITS \$0.00	PURCHASES \$5,208.84	CASH ADV \$0.00	TOTAL ACTIVITY \$5,208.84
------------------------------------	--	-------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-04	05-03	24692160124100360834315	AMAZON WEB SERVICES AWS.AMAZON.CO WA	185.60
05-04	05-03	24692160124100393657146	AMAZON WEB SERVICES AWS.AMAZON.CO WA	1,045.58
05-05	05-04	24492150125537624228596	MUX.COM HTTPSMUX.COM CA	379.04
05-06	05-05	24492150126637681593046	FULLCONTACT.COM HTTPSWWW.FULL.CO	599.00
05-07	05-06	24492150127637800776903	GITHUB HTTPSGITHUB.CA CA	353.51
05-08	05-07	24492150128637905667683	DOCKERINV-244B9A80-B7 WWW.DOCKER.CO CA	7.00
05-11	05-09	24692160130100517527152	AMAZON WEB SERVICES AWS.AMAZON.CO WA	92.00
05-11	05-10	74697040132090682537460	ATLASSIAN ATLASSIAN B.V	1,409.73
05-14	05-13	24492150134637381829718	WP ENGINE HTTPSPENGINE.TX	750.00
05-18	05-16	24492150137637622355652	LUCIDCHART.COM/CHARGE WWW.GOLUCID.C UT	117.70
05-22	05-21	74657360143000194560577	SONARSOURCE LE GRAND-SACO (FOREIGN CURRENCY) \$10.00 EUR 05/22 (RATE) 0.8993	11.12
05-27	05-26	24492150147637431017574	GITHUB HTTPSGITHUB.CA CA	12.77
05-27	05-26	7420847014700009473491	OPENCAGE GEOCODER MUNSTER	100.00
05-28	05-27	74208470148000014181054	STATUSCAKE SUP MONTH LONDON	20.82
05-29	05-28	24492150149637583306811	NGROK.COM HTTPSPNGROK.CO CA	10.00
05-29	05-28	24492150149637607836494	MUX.COM HTTPSMUX.COM CA	114.97

RACHEL BULLOCK XXXX-XXXX-XXXX-7499		CREDITS \$0.00	PURCHASES \$2,826.88	CASH ADV \$0.00	TOTAL ACTIVITY \$2,826.88
---------------------------------------	--	-------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-05	05-04	24204290125389031768722	UPWORK -300072631REF 165-08534100 CA	733.36
05-07	05-06	24204290127001004478738	UPWORK -300355221MEMBERSH 165-08534100 CA	49.99
05-12	05-11	24204290132001503628738	UPWORK -301405144REF 165-08534100 CA	657.75
05-19	05-18	24204290139300293418738	UPWORK -302767150REF 165-08534100 CA	717.57
05-26	05-25	24204290146372699318720	UPWORK -304088740REF 165-08534100 CA	668.21

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY					
JUSTIN DRASS XXXX-XXXX-XXXX-7515		CREDITS \$0.00	PURCHASES \$1,065.00	CASH ADV \$0.00	TOTAL ACTIVITY \$1,065.00
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-01	04-30	24137490122001010594342	USPS PO 4121080231 DRAVOSBURG PA	22.00	
05-11	05-09	24492150130637048226757	TRANSACTIONPRO.COM WWW.TRANSACTIONPRO.COM	10.00	
05-13	05-12	24692160133100063235777	INT*QUICKBOOKS ONLINE 800-446-8848 CA	74.90	
05-14	05-13	24910590134083432986184	JAZZHR 888-353-0887 PA	148.73	
05-22	05-21	74547050143080091674361	DIGITAL WINDOW INC BALTIMORE	341.62	
05-25	05-23	24692160144100062753900	COMCAST THREE RIVERS, PA 800-COMCAST PA	307.25	
05-28	05-27	24692160148100681513830	INT*QUICKBOOKS ONLINE 800-446-8848 CA	160.50	
JARRETT HAWRYLAK XXXX-XXXX-XXXX-7523		CREDITS \$0.00	PURCHASES \$2,251.23	CASH ADV \$0.00	TOTAL ACTIVITY \$2,251.23
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-02	24492150123637450059606	ATLASSIAN STATUSPAGE HTTPSTATUSPA CA	99.00	
05-05	05-04	24492150125637631098404	NPM, INC, HTTPSNPMJIS.CO CA	56.00	
05-07	05-07	24692160128100804424455	GOOGLE *CLOUD_0051CF-0 CC@GOOGLE.COM CA	57.44	
05-07	05-06	24492150127637807555805	GITHUB HTTPSGITHUB.CA	513.00	
05-15	05-14	24204290135002480804946	TVMILIO 2V32AF6D1TJ 844-8144627 CA	277.84	
05-18	05-17	24011340138000001588435	BROWSERSTACK.COM BROWSERSTACK. DE	39.00	
05-21	05-20	24905410141094429680365	DNH*GODADDY.COM 480-5058855 AZ	56.32	
05-22	05-21	74697040143080174768862	ATLASSIAN ATLASSIAN B.V	972.63	
05-25	05-23	24492150144745952367782	DEVFACTORY US, LLC 512-524-6149 TX	180.00	
RYAN HURST XXXX-XXXX-XXXX-7531		CREDITS \$0.00	PURCHASES \$114.23	CASH ADV \$0.00	TOTAL ACTIVITY \$114.23
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-11	05-09	74518120130000136810735	CREATESEND.COM EMA IL NEWSSYDNEY	9.63	
05-11	05-08	24492150123637953397324	WHENIWORK.COM WHENIWORK.COM MN	104.60	
AMY KLINE XXXX-XXXX-XXXX-7549		CREDITS \$0.00	PURCHASES \$892.43	CASH ADV \$0.00	TOTAL ACTIVITY \$892.43
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-25	05-23	74617630144000003637841	ELEVIO MELBOURNE	790.00	
05-29	05-28	24492150149715251733086	UBER_GIFTCARD 310-566-1424 NY	50.00	
05-29	05-28	74518120149000217619319	CREATESEND.COM EMA IL NEWSSYDNEY	52.43	
MIKE MEEHAN XXXX-XXXX-XXXX-7556		CREDITS \$0.00	PURCHASES \$842.65	CASH ADV \$0.00	TOTAL ACTIVITY \$842.65
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-01	24055230122200894902137	PYRAMID SELF STORAGE 916-412-4772 NV	180.00	
05-04	05-02	24194330124017047630373	GUARDIAN STORAGE ROBIN 888-487-5432 PA	403.39	
05-14	05-13	24497780134900016675297	EPLASTICS 858-5601551 CA	59.26	
05-29	05-28	74208470149000010202432	BOOQABLE AMSTERDAM	200.00	
NATHANIEL MINTO XXXX-XXXX-XXXX-7564		CREDITS \$0.00	PURCHASES \$64.20	CASH ADV \$0.00	TOTAL ACTIVITY \$64.20
Post Date	Trans Date	Reference Number	Transaction Description	Amount	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY					
05-18	05-17	24492150139637693996169	FIGMA MONTHLY RENEWAL HTTPSWWWW.FIGM CA		64.20
AMY MRAZEK XXXX-XXXX-XXXX-7580		CREDITS \$0.00	PURCHASES \$349.89	CASH ADV \$0.00	TOTAL ACTIVITY \$349.89
Post Date	Trans Date	Reference Number	Transaction Description		Amount
05-21	05-20	24492150141637928702676	MOZ INC HTTPSMOZ.COM WA		105.93
05-28	05-27	24793380148000016984941	STK*SHUTTERSTOCK 866-6633954 NY		31.03
05-28	05-27	74518120148000147559784	CAMPAIGNMONITOR.CO M SUTHER		212.93
MARK RILEY XXXX-XXXX-XXXX-7606		CREDITS \$0.00	PURCHASES \$4,640.15	CASH ADV \$0.00	TOTAL ACTIVITY \$4,640.15
Post Date	Trans Date	Reference Number	Transaction Description		Amount
05-05	05-04	24204290125372046324947	UPWORK -299985269REF 165-08534100 CA		2,399.78
05-15	05-14	24204290135001368896737	UPWORK -301823498REF 165-08534100 CA		2,228.38
05-18	05-15	24906410136094133887246	DROPBOX*3F283W4J4M8K 888-4468396 DE		11.99
BABU THOMAS XXXX-XXXX-XXXX-7648		CREDITS \$0.00	PURCHASES \$1,696.05	CASH ADV \$0.00	TOTAL ACTIVITY \$1,696.05
Post Date	Trans Date	Reference Number	Transaction Description		Amount
05-04	05-02	24692160123100085274987	APPLE.COMBILL 866-712-7753 CA		2.99
05-04	05-01	24492150122637361121783	GITHUB HTTPSGITHUB.C CA		4.00
05-04	05-02	24492150123637455288090	AUTH0.COM AUTH0.COM WA		13.91
05-04	05-02	24717050123261236066683	SMZZNET 888-7949948 WA		15.75
05-04	05-01	24717050122171227799971	SMZZNET 888-7949948 WA		314.96
05-04	05-01	24431050126026777146959	ADOBE CREATIVE CLOUD 800-443-8158 CA		259.77
05-06	05-05	24906410126033495435125	SENDGRID 1-877-969-8647 877-9698847 CO		287.77
05-06	05-05	24906410126033495435125	SENDGRID 1-877-969-8647 877-9698847 CO		287.77
05-08	05-07	24909410128093617732230	NLI*SHAREFILE 800-4413453 NC		112.35
05-14	05-13	24717050134151346358259	DS SERVICES STANDARD COFF 800-4928377 GA		12.96
05-18	05-17	24906410138094227185679	WX.COM*671132783 800-6000949 NY		5.29
05-18	05-16	24492150137637628417522	CLOCKIFY HTTPSCLOCKIFY CA		30.00
05-19	05-18	24692160139100034180833	SPECTRUM 855-707-7328 VA		136.13
05-20	05-19	24692160140100615283029	SPECTRUM 855-707-7328 TX		162.18
05-22	05-21	24801970142726382360877	EXAVault, INC. 510-500-0245 CA		50.00
05-25	05-23	24492150144719979071800	BC.BASECAMP 2 2973265 312-281-5333 IL		49.69
05-26	05-25	24692160146100744090752	GOOGLE *CLOUD_013778-B CC@GOOGLE.COM CA		4.30
05-26	05-25	24492150146637365956285	CONTENTFUL INC HTTPSWWWW.CONT CA		234.00
ANUPAM PALIT XXXX-XXXX-XXXX-7663		CREDITS \$0.00	PURCHASES \$11.99	CASH ADV \$0.00	TOTAL ACTIVITY \$11.99
Post Date	Trans Date	Reference Number	Transaction Description		Amount
05-21	05-21	24692160142100703520819	DROPBOX*M7V442SX96CL.DROPBOX.COM CA		11.99
BENJAMIN CANNING XXXX-XXXX-XXXX-7689		CREDITS \$0.00	PURCHASES \$49.00	CASH ADV \$0.00	TOTAL ACTIVITY \$49.00
Post Date	Trans Date	Reference Number	Transaction Description		Amount
05-21	05-20	24492150141637943032034	HUNTER.IO STARTER HTTPSHUNTER.I DE		49.00

ACCT. NUMBER: XXXX XXXX XXXX 5618				
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00	
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72	
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20	

INDIVIDUAL CARDHOLDER ACTIVITY					
BEN FERBER XXXX-XXXX-XXXX-7697		CREDITS \$0.00	PURCHASES \$6,174.32	CASH ADV \$0.00	TOTAL ACTIVITY \$6,174.32
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-02	24692160123100766340884	GOOGLE *GSUITE_CUSTOM CC@GOOGLE.COM CA	13.07	
05-04	05-01	74208470122000007986170	HIREFIRE HUIZEN	29.16	
05-04	05-03	24692160124100279188288	RACKSPACE CLOUD 210-312-4000 TX	126.59	
05-04	05-02	24013080124050243035477	GOOGLE*GSUITE PATRONITE INTERNET CA	1,021.25	
05-07	05-05	24908410126093511483232	SENDGRID 1-877-969-8647 877-9698647 CO	14.95	
05-11	05-08	74208470129000011160575	SKETCH EINDHOVEN	486.00	
05-12	05-11	24492150132716311672655	HEROKU APR-36382729 HEROKU.COM CA	1,203.35	
05-13	05-12	24011340133000001418703	BEE BY MAILUP HTTPSBEEFREE. CA	120.00	
05-18	05-16	24431060137083705919780	AMAZON.COM*MC93F9Y21 AMZN AMZN.COM/BILL WA	15.00	
05-19	05-17	24013080140050021551422	GOOGLE*GOOGLE STORAGE INTERNET CA	2.99	
05-19	05-18	74697040140050174356373	ATLASSIAN ATLASSIAN B.V	143.12	
05-20	05-19	24492150140637848602215	AIRBRAKE.IO HTTPSAIRBRAKE CA	59.00	
05-20	05-19	24492150140719736304597	PAPERTRAIL-SOLARWINDS 866-530-8100 TX	94.00	
05-22	05-21	24137460149600152167026	USPS CHANGE OF ADDRESS 800-238-3150 TN	1.05	
05-22	05-21	24137460149600152167109	USPS CHANGE OF ADDRESS 800-238-3150 TN	1.05	
05-22	05-21	24204290142001452548728	LINKEDIN 5586298284 LNKD. 855-6535653 CA	53.45	
05-25	05-22	24492150143537076881403	HELLO*HELLOFAX HTTPSWWWHELL CA	9.99	
05-25	05-22	74208470143000008921304	STATUSCAKE SUP MONTH LONDON	20.82	
05-25	05-22	24692160143100710209496	AMZN MKTP US*M7Y2E3T72 AMZN.COM/BILL WA	52.01	
05-28	05-26	24013080149010020829389	GOOGLE*GOOGLE STORAGE INTERNET CA	1.99	
05-28	05-27	24430990149400900000015	MICROSOFT NA SALES CEN MICROSOFT NV	2,216.97	
05-29	05-28	24431060149700830588778	ADOBE PS CREATIVE CLD 800-443-8158 CA	488.51	
RACHEL HANDS XXXX-XXXX-XXXX-7713		CREDITS \$139.00	PURCHASES \$0.00	CASH ADV \$0.00	TOTAL ACTIVITY \$139.00 CR
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-11	05-08	74492150129715142036112	EB NORTHEAST DREAMIN 8014137200 CA	139.00 CR	
ELLEN HINDSON XXXX-XXXX-XXXX-7739		CREDITS \$0.00	PURCHASES \$425.88	CASH ADV \$0.00	TOTAL ACTIVITY \$425.88
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-05	05-04	74617630125000004345371	CLASSMARKER.COM NEWCASTLE	25.00	
05-05	05-04	24801970125063436586195	KRYTERION WEBASSESSOR 602-659-4660 AZ	108.88	
05-15	05-14	74617630135000005285756	CLASSMARKER.COM NEWCASTLE	100.00	
05-15	05-14	74617630135000005335296	FLEXIQUIZ - NEXTSPARK BRIGHTON EAST	192.00	
KEVIN PATTERSON XXXX-XXXX-XXXX-7762		CREDITS \$0.00	PURCHASES \$27.54	CASH ADV \$0.00	TOTAL ACTIVITY \$27.54
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-11	05-07	24269790129500464953575	JIMMY JOHNS - 587 - ECOMM 317-571-1800 IN	27.54	
ELISE REBMANN XXXX-XXXX-XXXX-7788		CREDITS \$4,462.50	PURCHASES \$0.00	CASH ADV \$0.00	TOTAL ACTIVITY \$4,462.50 CR
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-25	05-18	747170501431314009000036	LW HOUSING AND FOOD SERVI 206-5431598 WA	4,462.50 CR	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY					
AARON SCHWARTZBORD XXXX-XXXX-XXXX-7796		CREDITS \$0.00	PURCHASES \$25.57	CASH ADV \$0.00	TOTAL ACTIVITY \$25.57
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-01	24492150122637333385342	DIGITALOCEAN.COM DIGITALOCEAN. NY	25.57	
NARMEH IRAVANIPOUR XXXX-XXXX-XXXX-7838		CREDITS \$0.00	PURCHASES \$152.40	CASH ADV \$0.00	TOTAL ACTIVITY \$152.40
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-22	05-21	74083420142000005202357	SKIPTHEDISHES WINNIPEG MB (FOREIGN CURRENCY) \$20.00 CAD 05/22 (RATE) 1.3755	14.54	
05-22	05-21	74083420142000005229343	SKIPTHEDISHES WINNIPEG MB (FOREIGN CURRENCY) \$20.00 CAD 05/22 (RATE) 1.3755	14.54	
05-25	05-22	74083420143000005022226	SKIPTHEDISHES WINNIPEG MB (FOREIGN CURRENCY) \$20.00 CAD 05/23 (RATE) 1.3803	14.49	
05-25	05-22	74083420143000005112761	SKIPTHEDISHES WINNIPEG MB (FOREIGN CURRENCY) \$20.00 CAD 05/23 (RATE) 1.3803	14.49	
05-25	05-22	74083420143000005122927	SKIPTHEDISHES WINNIPEG MB (FOREIGN CURRENCY) \$20.00 CAD 05/23 (RATE) 1.3803	14.49	
05-26	05-25	74514200146004003141774	CITRINE MONTREAL QC (FOREIGN CURRENCY) \$110.18 CAD 05/26 (RATE) 1.3798	79.85	
MATTHEW SHERRETT XXXX-XXXX-XXXX-7879		CREDITS \$2.61	PURCHASES \$4,422.43	CASH ADV \$0.00	TOTAL ACTIVITY \$4,419.92
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-01	04-30	24492150121637247745962	ZAPIER.COM/CHARGE ZAPIER.COM CA	20.00	
05-01	05-01	74208470122000033303951	CHASER - STANDARD LONDON	95.00	
05-01	04-30	24903410121093100281919	BAMBOOHR HRIS 866-3879595 UT	280.00	
05-04	05-01	74537860122100092250581	GOOGLE *GSUITE_PATRONO 855-222-8603 ON (FOREIGN CURRENCY) \$17.16 CAD 05/02 (RATE) 1.3783	12.45	
05-04	05-03	24692160124100476654979	J2 EFAX SERVICES 323-817-3205 CA	16.95	
05-04	05-01	74208470122000013497493	SKETCH EINDHOVEN	27.00	
05-04	05-01	241215701220000122017682	EMBED.LY, INC. 416-8919917 MA	99.00	
05-04	05-01	74208470122000015121935	GUROCK.COM DEV TOOLS BERLIN (FOREIGN CURRENCY) \$203.00 EUR 05/02 (RATE) 0.8984	225.95	
05-07	05-05	24121570127000126051303	EMBED.LY, INC. 416-8919917 MA	26.42	
05-08	05-07	24492150128637899162599	WEBFLOW.COM HTTPSWEBFLOW. CA	20.00	
05-11	05-10	24493470130000522674948	SPOTIFY USA 877-7781161 NY	10.69	
05-11	05-08	24431050123026781949304	ADOBE ACROPRO SUBS 800-443-8158 CA	203.47	
05-11	05-09	24692160130100359427113	VBS*VONAGE BUSINESS 866-901-0242 GA	419.80	
05-13	05-12	24492150133637287498700	PLANTAPP.IO HTTPSPPLANTAPP CA	20.01	
05-14	05-13	24492150134637357250196	AIRTABLE.COM/BILL HTTPSAIRTABLE CA	192.00	
05-15	05-14	24492150135637460136000	DOCKERIN-V5E847EE5-2E WWW.DOCKER.CO CA	22.00	
05-18	05-16	74692160137100545616728	DROPBOX*WXG9F73YGB8R DROPBOX.COM CA	1.20 CR	
05-18	05-17	74054490138620133250644	INDIGO ONLINE BRAMPTON ON (FOREIGN CURRENCY) \$14.97 CAD 05/18 (RATE) 1.3874	10.79	
05-18	05-15	74054490137820142243847	INDIGO ONLINE BRAMPTON ON (FOREIGN CURRENCY) \$25.19 CAD 05/17 (RATE) 1.3879	18.16	
05-18	05-16	24492150137745576355972	BC.HIGHRISE 1328828 312-281-5333 IL	51.94	
05-18	05-15	74769800136900010364283	WWW.ACANAC.CA 866-2813538 ON (FOREIGN CURRENCY) \$217.25 CAD 05/16 (RATE) 1.3876	156.57	
05-20	05-19	24492150141637895670967	SENTRY HTTPSSENTRY.I CA	29.00	
05-22	05-21	74697040143080174768670	ATLASSIAN ATLASSIAN B.V	102.28	
05-25	05-24	74302970146090535645295	GOOGLE*DOMAINS INTERNET NS (FOREIGN CURRENCY) \$18.70 CAD 05/25 (RATE) 1.3801	13.55	
05-25	05-24	74302970146090535645295	GOOGLE*DOMAINS INTERNET NS (FOREIGN CURRENCY) \$18.70 CAD 05/25 (RATE) 1.3801	13.55	
05-25	05-21	24204290143003241525859	JETBRAINS AMERICAS INC 165-05772345 CA	19.90	
05-25	05-23	24492150144637184269466	XERO GLOBAL IN-2074004 HTTPSWWW.XERO CT	44.00	
05-25	05-24	24492150145743027736981	PAPERTRAIL-SOLARWINDS 866-530-8100 TX	75.00	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY

05-25	05-23	24492150144637210212340	ASANA.COM HTTPSWWW.ASANA.CA	91.91
05-25	05-22	7498750014300279878727	FS *NIFTYQUOTER AMSTERDAM	254.87
05-26	05-25	24492150146637343124444	BROWSERSTACK.COM BROWSERSTACK.DE	39.00
05-26	05-25	7408342014600002740868	WWW.PROMEVA* INV #50462 TRENT LAKES ON (FOREIGN CURRENCY) \$787.38 CAD 05/26 (RATE) 1.3799	670.61
05-26	05-25	74697040147090719807921	ATLASSIAN ATLASSIAN B.V	1,175.13
05-27	05-27	74537880148100483621051	AMZ*EVERYTHING U NEED WWW.AMAZON.CA ON (FOREIGN CURRENCY) \$1.84- CAD 05/27 (RATE) 1.4046	1.31 CR
05-28	05-27	24204290148000329817559	PIPEDRIVE INC NY NY	32.10
05-28	05-27	7408342014800002648354	SHOPIFY* 60863110 OTTAWA ON	33.34

CHRISTINE DRAGON XXXX-XXXX-XXXX-7887	CREDITS \$0.00	PURCHASES \$19.67	CASH ADV \$0.00	TOTAL ACTIVITY \$19.67
--	--------------------------	-----------------------------	---------------------------	----------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-12	05-11	24492150132894941448408	HOVER 866-731-8555 MS	14.67
05-25	05-22	24492150143637110882767	HASHICORP VAGRANTCLOUD HTTPSWWW.HASH.CA	5.00

JOLLY DESAI XXXX-XXXX-XXXX-7929	CREDITS \$0.00	PURCHASES \$1,473.40	CASH ADV \$0.00	TOTAL ACTIVITY \$1,473.40
---	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-01	04-30	24692160121100574717704	ATT*BILL PAYMENT 800-288-2020 TX	143.00
05-04	05-03	24492150124637541963183	GITHUB HTTPSGITHUB.CA	50.00
05-04	05-01	24013080123050033895628	GOOGLE*GSLITE SEATADVI INTERNET CA	60.80
05-05	05-04	24492150128207733600082	PAYFLOWPAYPAL 888-883-9770 NE	20.72
05-08	05-07	24493980128063025196312	AT&T*BILL PAYMENT 800-331-0500 TX	99.65
05-12	05-11	24492150132637216404762	DOCKERIN*249CEB5C-DB WWW.DOCKER.CO CA	7.00
05-12	05-11	24692160132100714687179	AMAZON PRIME*MC6801BA0 AMZN.COM/BILL WA	13.77
05-12	05-11	74697040133000161657142	ATLASSIAN ATLASSIAN B.V	199.00
05-14	05-13	24692160134100789304948	ADOBE *800-833-6687 800-833-6687 CA	193.98
05-25	05-23	24638570145016016381836	IPHONE CITIZ*PMT 16 OF 24 888-2016306 CT	49.81
05-25	05-23	24692160144100531041085	MAILCHIMP *MISC MAILCHIMP.COM GA	49.99
05-25	05-22	74403030146019001492529	CLOUDINARY LTD PETACH TIKVA	249.00
05-26	05-25	24692160146100405581537	READYREFRESH BY NESTLE 800-274-5282 CA	53.86
05-27	05-26	24908410147094750287164	WEB*NETWORKSOLUTIONS 888-6429675 FL	5.99
05-29	05-28	24692160149100591360578	ATT*BILL PAYMENT 800-288-2020 TX	276.75

STEVE SOUZA XXXX-XXXX-XXXX-7952	CREDITS \$0.00	PURCHASES \$299.66	CASH ADV \$0.00	TOTAL ACTIVITY \$299.66
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-18	05-16	24910590137026411956006	DIGICERT INC DIGICERT.COM/UT	99.00
05-27	05-26	24493980147083004514284	AT&T*BILL PAYMENT 800-331-0500 TX	200.66

HILLARY SIPE XXXX-XXXX-XXXX-8067	CREDITS \$0.00	PURCHASES \$1.99	CASH ADV \$0.00	TOTAL ACTIVITY \$1.99
--	--------------------------	----------------------------	---------------------------	---------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-22	05-20	24013080143080013927477	GOOGLE*GOOGLE STORAGE INTERNET CA	1.99

DEREK WOLFINBARGER XXXX-XXXX-XXXX-8083	CREDITS \$13.77	PURCHASES \$0.00	CASH ADV \$0.00	TOTAL ACTIVITY \$13.77 CR
--	---------------------------	----------------------------	---------------------------	-------------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-07	05-06	74692160127100501409981	AMAZON PRIME AMZN.COM/BILL WA	13.77 CR

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY					
MORGAN CURRIE XXXX-XXXX-XXXX-8091		CREDITS \$0.00	PURCHASES \$606.16	CASH ADV \$0.00	TOTAL ACTIVITY \$606.16
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-01	2448347012200601138732	SPOTIFY USA 877-7781161 NY	10.69	
05-04	05-01	74537880122100176577925	GOOGLE *GSUITE_MARCATO 855-222-8603 ON (FOREIGN CURRENCY) \$179.01 CAD 05/02 (RATE) 1.3781	129.90	
05-11	05-11	74282020131000192501918	NETREGISTRY 61 2 8 (FOREIGN CURRENCY) \$20.45 CAD 05/11 (RATE) 1.3762	14.86	
05-11	05-10	24492150131637145371380	GITHUB HTTPGITHUB.C CA	48.00	
05-15	05-14	74064490135820146119938	BELL ALIANT PAP #154 SAINT JOHN NB (FOREIGN CURRENCY) \$55.19 CAD 05/15 (RATE) 1.3888	39.74	
05-21	05-20	24492150141637942445724	POSTMARKAPP.COM POSTMARKAPP.C PA	54.00	
05-25	05-23	24492150144637196586220	HONEYBADGER HONEYBADGER.J WA	39.00	
05-25	05-24	24492150145537276979500	CIRCLECL.COM HTTPSCIRCLECI CA	199.97	
05-26	05-25	74987500146001735768726	FS *PHUSION AMSTERDAM	46.00	
05-29	05-28	24492150149637582211404	BACKBLAZE HTTPSPWWW.BACK CA	24.00	
NATASHA HILLIER XXXX-XXXX-XXXX-8109		CREDITS \$0.00	PURCHASES \$672.71	CASH ADV \$0.00	TOTAL ACTIVITY \$672.71
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-04	05-01	74064490122820154419514	COLLAGE TORONTO ON (FOREIGN CURRENCY) \$45.00 CAD 05/02 (RATE) 1.3783	32.65	
05-04	05-01	24121570123000122011883	AUTHORIZE.NET 877-4473988 CA	46.75	
05-11	05-08	24436540130011027600781	RINGCENTRAL 650-4724100 CA	48.17	
05-29	05-28	24760620150470001117603	CHARGIFY, LLC 210-5387685 TX	173.24	
05-29	05-28	74064490149820153401512	BELL MOBILITY (BMA) VERDUN QC (FOREIGN CURRENCY) \$505.57 CAD 05/29 (RATE) 1.3594	371.90	
DAVID MACVICAR XXXX-XXXX-XXXX-8125		CREDITS \$299.35	PURCHASES \$10.00	CASH ADV \$0.00	TOTAL ACTIVITY \$289.35 CR
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-15	05-13	24717050135581350260697	AGENT FEE 8900785056210 PROFESSIONAL OH MACVICAR/DAVID Departure Date 0-0-0	10.00	
05-18	05-13	74692160137100867732392	UNITED 0167517067369 800-932-2732 TX MACVICAR/DAVID CHARL Departure Date 00-00-00	299.35 CR	
SAMUEL SMITH XXXX-XXXX-XXXX-9867		CREDITS \$0.00	PURCHASES \$5.99	CASH ADV \$0.00	TOTAL ACTIVITY \$5.99
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-13	05-13	24492150134713385880500	UBER EATS HELP.UBER.COM CA	5.99	
DAVID ESPOSITO XXXX-XXXX-XXXX-6177		CREDITS \$0.00	PURCHASES \$3,186.33	CASH ADV \$0.00	TOTAL ACTIVITY \$3,186.33
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-14	05-14	24692160135100116309239	AMZN MKTP US*MC7TE7B22 AMZN.COM/BILL WA	51.18	
05-18	05-18	24692160139100640917602	AMAZON.COM*M799X9450 AMZN.COM/BILL WA	53.16	
05-20	05-17	24204280140002469544942	JETBRAINS AMERICAS INC 165-05772345 CA	381.99	
05-20	05-19	24692160140100623629486	SALESFORCE.COM 800-667-6389 CA	2,700.00	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY					
MARK FAMIGLIETTI XXXX-XXXX-XXXX-6185		CREDITS \$0.00	PURCHASES \$538.48	CASH ADV \$0.00	TOTAL ACTIVITY \$538.48
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-01	04-30	24492150121637215147605	ENOM.COM ENOM.COM WA	121.01	
05-04	05-02	24492150123637430335850	ENOM.COM ENOM.COM WA	10.95	
05-05	05-04	24240880126600126172419	COPYRIGHT OSP 202-707-8244 DC	6.00	
05-13	05-12	24492150133637268338597	ENOM.COM ENOM.COM WA	30.11	
05-14	05-13	24492150134637346869072	ENOM.COM ENOM.COM WA	103.50	
05-16	05-14	24492150133537425544082	ENOM.COM ENOM.COM WA	23.00	
05-25	05-23	24492150144637180657425	ENOM.COM ENOM.COM WA	59.90	
05-26	05-25	24492150146637335498855	ENOM.COM ENOM.COM WA	156.11	
05-28	05-27	24492150148637480320561	ENOM.COM ENOM.COM WA	13.95	
05-29	05-28	24492150149637575048862	ENOM.COM ENOM.COM WA	13.95	
CHRISTINA JOHNSON XXXX-XXXX-XXXX-6193		CREDITS \$200.00	PURCHASES \$1,296.33	CASH ADV \$0.00	TOTAL ACTIVITY \$1,096.33
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-07	05-05	24801970127063465153790	KRYTERION WEBASSESSOR 602-659-4660 AZ	110.10	
05-21	05-20	74801970141063775082926	KRYTERION WEBASSESSOR PHOENIX AZ	200.00 CR	
05-22	05-21	24801970142063789781293	KRYTERION WEBASSESSOR 602-659-4660 AZ	200.00	
05-26	05-21	24071050143627108942654	SPECIALTY ANSWERING 888-5324794 PA	986.23	
JOSEPH TISH XXXX-XXXX-XXXX-6219		CREDITS \$0.00	PURCHASES \$25.00	CASH ADV \$0.00	TOTAL ACTIVITY \$25.00
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-15	05-14	24492150135637446342342	STREAMYARD.COM HTTPSTREAMYA OR	25.00	
PATRON MANAGER TEST CARD XXXX-XXXX-XXXX-0815		CREDITS \$13.60	PURCHASES \$10.00	CASH ADV \$0.00	TOTAL ACTIVITY \$3.60 CR
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-05	04-28	74755420125121212833392	CALIFORNIA STATE UNIVERSI CHICO CA	1.00 CR	
05-05	04-28	74755420125121212833400	CALIFORNIA STATE UNIVERSI CHICO CA	1.00 CR	
05-05	04-28	74755420125121212833394	CALIFORNIA STATE UNIVERSI CHICO CA	1.50 CR	
05-20	05-18	24755420140731407717071	GATEWAY SCIENCE MUSEUM CHICO CA	10.00	
05-27	05-18	74755420147121423201094	GATEWAY SCIENCE MUSEUM CHICO CA	10.00 CR	
JOHN SLOAN XXXX-XXXX-XXXX-4049		CREDITS \$5,007.73	PURCHASES \$13,807.68	CASH ADV \$0.00	TOTAL ACTIVITY \$8,799.95
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
05-01	04-30	249054101210939087498130	CKO*WWW.ISTOCKPHOTO.COM 866-4786251 WA	128.70	
05-04	05-01	74540450123256542182257	FIBERNET 2 800-305-6995 UT	5,000.00 CR	
05-04	05-01	24492150122637380193581	GALAXYCON * GALAXYCON GALAXYCON.COM FL	7.73	
05-04	05-01	24492150122894311373028	SENDGRIDLABS*LOADER.IO 303-552-0853 CO	99.95	
05-04	05-02	24492150123852404988834	DOTCOMMONIT 888-479-0741 MN	199.00	
05-04	05-02	24492150124852406828601	DOTCOMMONIT 888-479-0741 MN	199.00	
05-04	05-02	24892180123100395200807	GOOGLE *GSUITE_GROWTIX CC@GOOGLE.COM CA	231.68	
05-04	05-02	24492150124637536589665	TVMLIO INC TVMLIO.COM CA	600.00	
05-04	05-01	24540450123256542181833	FIBERNET 2 801-2239939 UT	9,039.08	
05-05	05-05	24204290126000480335850	PADDLE.NET* EVERSQL 808-1781635 NY	144.79	
05-06	05-04	74492150126637681512951	GALAXYCON * GALAXYCON 9199070424 FL	7.73 CR	
05-06	05-05	24492150127637754965411	1 MONTH OF ICONS8 HTTPSCONS8.C DE	19.90	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY						
05-06	05-05	24903410126093471757021	SENDGRID 1-877-969-8647 877-9698647 CO		101.95	
05-06	05-05	24903410126093494630288	SENDGRID 1-877-969-8647 877-9698647 CO		249.00	
05-06	05-05	24903410126093496639691	SENDGRID 1-877-969-8647 877-9698647 CO		310.45	
05-11	05-08	24431080129026783230570	ADOBE CREATIVE CLOUD 408-536-8000 CA		85.25	
05-11	05-09	24492150130637037210807	LOGROCKET HTTPSLGROCKE MA		399.00	
05-15	05-14	24492150135637448445358	TWILIO INC TWILIO.COM CA		500.00	
05-18	05-15	24492150136637541108035	GITHUB HTTPSGITHUB.CA		4.00	
05-18	05-15	24492150136637541569626	1 MONTH OF ICONS8 HTTPSCONS8.C DE		19.90	
05-18	05-15	24492150136637512464684	INTERCOM.IO HTTPSWWWINTE CA		99.00	
05-18	05-15	24492150136637568331288	ARENA.IM HTTPSPARENA.IM CA		194.00	
05-20	05-19	24492150140100657208476	SOLARWINDS 866-530-8100 TX		96.79	
05-20	05-19	24492150140637838283701	STACKPATH, LLC STACKPATH.COM TX		300.00	
05-22	05-21	24492150142637043385430	ZOOM.US 888-799-9666 WWW.ZOOM.US CA		32.14	
05-25	05-24	24492150145717051372095	ENVATO 53035004 ENVATO.COM UT		31.00	
05-25	05-23	74697040145090392122152	ATLASSIAN ATLASSIAN B.V		41.83	
05-25	05-24	24492150145637282456295	TWILIO INC TWILIO.COM CA		300.00	
05-25	05-24	24903410145094681246364	CKO*WWW.ISTOCKPHOTO.COM 866-4785251 WA		348.56	
05-29	05-27	24492150149637561763961	STREAMYARD.COM HTTPSTRAMYA OR		25.00	
		LEGRANDE JOLLEY	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-4056	\$0.00	\$76.13	\$0.00	\$76.13
Post Date	Trans Date	Reference Number	Transaction Description		Amount	
05-07	05-06	74697040128090166581338	ATLASSIAN ATLASSIAN B.V		19.30	
05-20	05-19	24431060140026810066562	ADOBE CREATIVE CLOUD 408-536-8000 CA		56.83	
		ROBERT DICTTER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-4239	\$156.18	\$4,197.08	\$0.00	\$4,040.90
Post Date	Trans Date	Reference Number	Transaction Description		Amount	
05-04	05-02	24492150123637430532280	ZOH0-DESK HTTPSWWW.ZOH0 CA		38.61	
05-04	05-01	74208470122000011499152	STARFURY CONVENTIONS ISLEWORTH (FOREIGN CURRENCY) \$31.00 GBP 05/02 (RATE) 0.7854		39.47	
05-04	05-01	24492150123637407355619	GALAXYCON * GALAXYCON GALAXYCON.COM FL		54.08	
05-04	05-01	24492150123637407572873	GALAXYCON * GALAXYCON GALAXYCON.COM FL		54.08	
05-04	05-01	24492150123637407004224	GALAXYCON * GALAXYCON GALAXYCON.COM FL		108.15	
05-06	05-04	74492150128637681395084	GALAXYCON * GALAXYCON 9199070424 FL		54.08 CR	
05-07	05-06	24492150128637831211961	BEPLANNING* VIRTUAL ME WWW.FACEBOOK. TN		10.00	
05-08	05-07	74208470129000002446462	STARFURY CONVENTIONS ISLEWORTH (FOREIGN CURRENCY) \$31.00- GBP 05/08 (RATE) 0.8154		38.02 CR	
05-11	05-07	74492150129637942992247	BEPLANNING* VIRTUAL ME 3109029383 TN		10.00 CR	
05-12	05-11	24492150132637207125525	HBAFOXCIIT* 2020 FOX C HBAFOXCIITIES. VM		12.00	
05-13	05-12	74492150134637334328227	GALAXYCON * GALAXYCON 9199070424 FL		54.08 CR	
05-14	05-13	24903410134093997416375	DROPBOX*D9JNP2X2BPXS DB.TT/CHELPE DE		12.86	
05-18	05-16	24204290137000197497248	MAILCHIMP 000-0000000 GA		427.93	
05-25	05-22	24493990143093013903530	AT&T*BILL PAYMENT 800-331-0500 TX		3,439.90	
		RICHARD WELDON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7115	\$0.00	\$614.77	\$0.00	\$614.77
Post Date	Trans Date	Reference Number	Transaction Description		Amount	
05-08	05-07	24692150128100293454068	AT&T *PAYMENT 800-288-2020 TX		68.82	
05-25	05-22	24492150144637166724293	ALTO MEMBERSHIP HTTPSRIDEALTO TX		12.95	
05-29	05-28	249034101490949502603655	DROPBOX*Y27NGR8P91HL. 888-4469396 DE		533.00	
		ROBIN HAMMEL-HOWARD	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7990	\$5,308.37	\$7,080.01	\$0.00	\$1,771.64
Post Date	Trans Date	Reference Number	Transaction Description		Amount	
05-01	04-30	74910590121083490661356	SNACKNATION CULVER CITY CA		150.00 CR	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	1,000,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	17,905.72	MINIMUM PAYMENT DUE	17,905.72
AVAILABLE CREDIT	982,094.28	PAYMENT DUE DATE	06-05-20

INDIVIDUAL CARDHOLDER ACTIVITY			
05-01	04-30	74492150121719725041505	AIRBNB HMJKKKTCW AIRBNB.COM CA 2,307.50 CR
05-01	04-30	74492150121719722500065	AIRBNB HMJKKKTCW AIRBNB.COM CA 2,850.87 CR
05-01	04-30	24905410121093111688862	DNH*GODADDY.COM 480-5058855 AZ 34.99
05-01	04-30	24910590121083488690040	SNACKNATION 310-730-4746 CA 150.00
05-04	05-03	24692160124100697349536	MAILCHIMP *MONTHLY MAILCHIMP.COM GA 9.99
05-04	05-02	24492150123894385300278	BC.*BASECAMP 1308441 312-281-5333 IL 157.94
05-04	05-01	74208470122000011647040	GUROCK.COM DEV TOOLS BERLIN 224.00
05-04	05-01	24492150122637319220414	MONGODBCLOUD THUZI ... MONGODB.COM CA 711.41
05-05	05-04	24692160125100203681116	DROPBOX*VGDX19SZFG4D DROPBOX.COM CA 125.00
05-06	05-05	24498130126017039990707	WORLDWIDE EXPRESS 888-751-2212 NC 42.29
05-08	05-07	24431050128083730540397	REPUBLIC SERVICES TRASH 866-576-5548 AZ 213.93
05-11	05-08	24431050129026783886441	ADOBE CREATIVE CLOUD 408-536-6000 CA 52.99
05-11	05-09	24692160130100561835832	MAILCHIMP *MONTHLY MAILCHIMP.COM GA 114.00
05-11	05-07	24204290130004533015851	JETBRAINS AMERICAS INC 165-05772345 CA 127.50
05-12	05-10	24492150132637179914294	TRANSACTIONPRO.COM WWW.TRANSACTIONPRO.COM NH 25.00
05-12	05-11	24431050102026791099897	ADOBE CREATIVE CLOUD 408-536-6000 CA 52.99
05-12	05-11	24803410132093848480069	FS *3TSOFTWARELABS 877-3278914 CA 126.14
05-12	05-11	24905410132093850567167	FS *3TSOFTWARELABS 877-3278914 CA 378.42
05-15	05-14	24431050136207305000102	HILLSBO CO CODE ENFORCEMENT 813-274-6639 FL 100.00
05-15	05-14	24692160135100272552754	VERIZONWRLSS*RTCCR VB 800-922-0204 FL 1,232.14
05-15	05-14	24493980136812482511765	AT&T*PREMIER EBIL 800-331-0500 GA 1,415.13
05-18	05-16	24905410137094177725343	DNH*GODADDY.COM 480-5058855 AZ 45.34
05-18	05-16	24431050136026799997577	ADOBE CREATIVE CLOUD 408-536-6000 CA 52.99
05-18	05-16	24431050139833780316758	HILLSBOROUGH COUNTY WASTE TAMPA FL 202.60
05-21	05-21	24692160142100720603950	READYREFRESH BY NESTLE 800-274-5282 CA 17.34
05-22	05-21	24431050142083723063903	AMAZON.COM*M70XS10Q0 AMZN AMZN.COM/BILL WA 32.54
05-25	05-24	24492150145637285311422	GITHUB HTTPSGITHUB.CA 108.00
05-25	05-22	24492150143637103503053	AXOSOFT SOFTWARE HTTPSAXOSOFT.AZ 896.00
05-28	05-27	24692160148100807625856	J2 EFAX SERVICES 323-817-3205 CA 16.95
05-28	05-27	24431050148700828654229	ADOBE CREATIVE CLOUD 408-536-6000 CA 52.99
05-28	05-27	74697040149010177285681	ATLASSIAN ATLASSIAN B.V 327.42
05-29	05-28	24692160149100648344724	AMZN MKTP US*M72VX6U00 AMZN.COM/BILL WA 33.98

Exhibit F

COMMERCIAL CARD SERVICES
 PO BOX 828702
 PHILADELPHIA PA 19182-8702

ACCOUNT NUMBER XXXX XXXX XXXX 5618
 PAYMENT DUE DATE 10-07-20
 AMOUNT DUE \$273,167.97
 CURRENT BALANCE \$273,167.97

COMMERCIAL CARD SERVICES
 PO BOX 828702
 PHILADELPHIA PA 19182-8702

AMOUNT
 ENCLOSED \$

PATRON TECHNOLOGY
 CORPORATE ACCOUNT
 JUSTIN DRASS
 650 SMITHFIELD ST
 PITTSBURGH PA 15222-3900

** 0000000

8740348597700000556186027316797302731679737

Please tear payment coupon at perforation.

STATEMENT MESSAGES

Your account is past due \$112,425.15. Past due amount is included in the minimum payment. Please remit immediately.

CORPORATE ACCOUNT SUMMARY	
CORPORATE ACCOUNT NUMBER XXXXXXXXXXXX5618	
CLOSING DATE	PREVIOUS BALANCE
PAYMENT DUE DATE	PURCHASES AND OTHER CHARGES
CREDIT LIMIT	CASH ADVANCES
AVAILABLE CREDIT	CREDITS
CUSTOMER SERVICE AND LOST CARD REPORTING	PAYMENTS
Inside U.S. 1-888-222-8755	LATE PAYMENT CHARGES
Outside U.S. 1-706-644-0357	CASH ADVANCE FEE
SEND BILLING INQUIRIES TO:	FINANCE CHARGES
COMMERCIAL CARD SERVICES	NEW BALANCE
PO BOX 828702	TOTAL PAYMENT DUE
PHILADELPHIA PA 19182-8702	DISPUTED AMOUNT

ACCT. NUMBER: XXXX XXXX XXXX 5618				
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE		.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97	
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20	

CORPORATE ACCOUNT ACTIVITY

PATRON TECHNOLOGY* XXXX-XXXX-XXXX-5618				TOTAL CORPORATE ACTIVITY \$80,000.00 CR
Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-02	09-01	74715150246246000001294	PAYMENT RECEIVED - THANK YOU	25,000.00 PY
09-08	09-08	74715150252252000002218	PAYMENT RECEIVED - THANK YOU	25,000.00 PY
09-14	09-14	74715150258258000001716	PAYMENT RECEIVED - THANK YOU	30,000.00 PY

INDIVIDUAL CARDHOLDER ACTIVITY

JACQUE ROWDEN XXXX-XXXX-XXXX-7466	CREDITS \$0.00	PURCHASES \$159.00	CASH ADV \$0.00	TOTAL ACTIVITY \$159.00
--------------------------------------	-------------------	-----------------------	--------------------	----------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-07	09-04	24910590248700942780996	DIGICERT INC DIGICERT.COM/ UT	159.00

NATHAN GOOD XXXX-XXXX-XXXX-7481	CREDITS \$154.87	PURCHASES \$78,511.43	CASH ADV \$0.00	TOTAL ACTIVITY \$78,356.56
------------------------------------	---------------------	--------------------------	--------------------	-------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-02	09-01	24492150245715916231471	SENDGRIDLABSLOADER.IO 303-552-0653 CO	99.95
09-03	09-02	24692160247100044542484	AMAZON WEB SERVICES AWS.AMAZON.CO WA	1,080.44
09-04	09-03	246921602471000403294644	AMAZON WEB SERVICES AWS.AMAZON.CO WA	70,509.06
09-07	09-06	24492150250637016952792	GITHUB HTTPS:GITHUB.CA	464.01
09-07	09-04	24492150248637841426223	MUX.COM HTTPSMUX.COM CA	3,246.15
09-10	09-09	24492150253852429867953	MAXMIND INC 617-500-4493 MA	53.50
09-11	09-10	744970402550700706353949	ATLASSIAN ATLASSIAN B.V	1,568.62
09-14	09-10	74492150255637414037650	GITHUB 8774494820 CA	154.87 CR
09-14	09-10	244365402560011222377431	FULLCONTACT INC. 888-3306943 CO	599.00
09-14	09-13	24492150257637608189574	WP ENGINE HTTPSWPENGINE.TX	750.00
09-15	09-14	24692160259100185580520	AMAZON WEB SERVICES AWS.AMAZON.CO WA	11.00
09-15	09-14	24692160259100184265556	AMAZON WEB SERVICES AWS.AMAZON.CO WA	12.00
09-17	09-16	24492150260637845344003	LUCIDCHART.COM/CHARGE WWW.GOLUCID.C UT	117.70

RACHEL BULLOCK XXXX-XXXX-XXXX-7499	CREDITS \$0.00	PURCHASES \$2,514.48	CASH ADV \$0.00	TOTAL ACTIVITY \$2,514.48
---------------------------------------	-------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-01	09-31	24204290244289777884947	UPWORK -323595648REF 165-08534100 CA	518.86
09-07	09-06	24204290250001478035855	UPWORK -324357595MEMBERSH 165-08534100 CA	53.49
09-08	09-07	24692160251100314894170	AMAZON.COM*MUBMH8HT2 AMZN.COM/BILL WA	100.00
09-08	09-07	24204290251267242985853	UPWORK -325071564REF 165-08534100 CA	260.59
09-15	09-14	24204290258299181638733	UPWORK -326525032REF 165-08534100 CA	513.54
09-16	09-15	24492150259637765966083	ZAPIER.COM/CHARGE ZAPIER.COM CA	1,068.00

JUSTIN DRASS XXXX-XXXX-XXXX-7515	CREDITS \$110.02	PURCHASES \$3,660.06	CASH ADV \$0.00	TOTAL ACTIVITY \$3,550.04
-------------------------------------	---------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-02	09-01	24492150246637601309199	BONUSLY HTTPSBONUS.LY CO	354.00
09-02	09-01	24692160245103280390392	CARRIER CORP - CML SVC 315-432-6206 NY	939.98
09-03	09-01	24436530246203499001786	PPAP SMITHFIELD LIB 205 PITTSBURGH PA	20.00
09-03	09-02	24137460247001289038955	USPS PO 4166320073 PITTSBURGH PA	26.35
09-04	09-02	24436530247203499001793	PPAP SMITHFIELD LIB 205 PITTSBURGH PA	20.00

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY						
09-04	09-03	24901970247091439000016	ACXION CORPORATION HTTP://WWW.AC AR	500.00		
09-04	09-03	24901970247091439000024	ACXION CORPORATION HTTP://WWW.AC AR	500.00		
09-07	09-04	24435650249205499000397	PPAP SMITHFIELD LIB 205 PITTSBURGH PA	13.00		
09-07	09-05	24905410249101990905909	FREEDOM VOICE SYSTEMS 800-4771477 CA	224.71		
09-11	09-10	24692160254100035164829	SPRINT *WIRELESS 800-839-6111 KS	24.48		
09-11	09-10	24231680254059117006554	GREEN MOUNTAIN ENERGY 888-785-4668 TX	382.14		
09-14	09-11	24435650256205499001171	PPAP SMITHFIELD LIB 205 PITTSBURGH PA	20.00		
09-14	09-12	24692160256100533986680	INT*QUICKBOOKS ONLINE 800-446-8848 CA	74.90		
09-14	09-11	24692160255100789104325	INT*QUICKBOOKS ONLINE 800-446-8848 CA	160.50		
09-14	09-11	24492150256637430072297	BONUSLY HTTPSBONUS.LY CO	200.00		
09-14	09-11	24492150256637430143809	BONUSLY HTTPSBONUS.LY CO	200.00		
09-16	09-15	74492150256637782384721	BONUSLY 4422228325 CO	110.02 CR		
		JARRETT HAWRYLAK	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7523	\$0.00	\$1,189.16	\$0.00	\$1,189.16
Post Date	Trans Date	Reference Number	Transaction Description	Amount		
09-03	09-02	24492150246637652225698	ATLASSIAN STATUSPAGE HTTPSTATUSPA CA	99.00		
09-07	09-04	24492150248637851878545	NPM, INC. HTTPSNPMJS.CO CA	42.00		
09-07	09-04	24204290248004274015853	TWILIO 50AKEGP1KF3 844-8144627 CA	250.01		
09-07	09-06	24204290250003657054948	TWILIO 31UJ9J1LFS 844-8144627 CA	250.03		
09-14	09-12	24204290256004655378721	TWILIO 8PFBH77111 844-8144627 CA	251.22		
09-15	09-14	24204290258300434298737	TWILIO 5SJD0MVN06 844-8144627 CA	257.90		
09-18	09-17	24011340261000002217264	BROWSERSTACK.COM BROWSERSTACK. DE	39.00		
		RYAN HURST	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7531	\$0.00	\$9,718.40	\$0.00	\$9,718.40
Post Date	Trans Date	Reference Number	Transaction Description	Amount		
09-03	09-02	24692160246100709553789	8X8, INC. 8X8.COM CA	1.07		
09-04	09-03	24692160247100439488350	8X8, INC. 8X8.COM CA	2.14		
09-04	09-03	24692160247100439557351	8X8, INC. 8X8.COM CA	9,600.98		
09-09	09-08	24492150252637160457844	WHENIWORK.COM WHENIWORK.COM MN	104.60		
09-10	09-09	74518120263000135250563	CREATESENDICOM SYDNEY	8.63		
		AMY KLINE	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7549	\$102.94	\$177.94	\$0.00	\$75.00
Post Date	Trans Date	Reference Number	Transaction Description	Amount		
09-01	08-31	24323030244206128800022	GREATER PITTSBURGH ART 412-391-2060 PA	75.00		
09-18	09-17	24492150261637907975214	LUMINOCITY FESTIVAL 20 WWW.SHOWCLIX. PA	20.14		
09-18	09-17	24492150261637908313639	LUMINOCITY FESTIVAL 20 WWW.SHOWCLIX. PA	36.23		
09-18	09-17	24492150261637908170401	LUMINOCITY FESTIVAL 20 WWW.SHOWCLIX. PA	46.57		
09-21	09-17	74492150262637977218200	LUMINOCITY FESTIVAL 20 8887184253 PA	20.14 CR		
09-21	09-17	74492150262637977246135	LUMINOCITY FESTIVAL 20 8887184253 PA	36.23 CR		
09-21	09-17	74492150262637977292726	LUMINOCITY FESTIVAL 20 8887184253 PA	46.57 CR		
		MIKE MEEHAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		XXXX-XXXX-XXXX-7556	\$0.00	\$1,485.92	\$0.00	\$1,485.92
Post Date	Trans Date	Reference Number	Transaction Description	Amount		
09-02	09-01	24055230245200884102169	PYRAMID SELF STORAGE GBJML@AOL.COM NV	180.00		
09-03	09-02	24194330246017048039023	GUARDIAN STORAGE ROBIN 888-487-5432 PA	429.07		
09-09	09-09	24692160263100288235291	ULINE *SHIP SUPPLIES 800-295-5510 VM	706.63		
09-14	09-12	24194330257017046966884	GUARDIAN STORAGE ROBIN 888-487-5432 PA	57.07		
09-14	09-12	24194330257017046966892	GUARDIAN STORAGE ROBIN 888-487-5432 PA	62.42		
09-16	09-16	24692160260100018531333	AMZN MKTP US*MUBCUJUNG AMZN.COM/BILL WA	50.73		

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY					
NATHANIEL MINTO XXXX-XXXX-XXXX-7564		CREDITS \$0.00	PURCHASES \$48.15	CASH ADV \$0.00	TOTAL ACTIVITY \$48.15
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-18	09-17	2449216026163792323340	FIGMA MONTHLY RENEWAL HTTPWWW.FIGM CA		48.15
AMY MRAZEK XXXX-XXXX-XXXX-7580		CREDITS \$0.00	PURCHASES \$162.06	CASH ADV \$0.00	TOTAL ACTIVITY \$162.06
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-02	09-01	24492150245637517316511	DIGITALOCEAN.COM DIGITALOCEAN. NY		25.48
09-14	09-12	24692160256100275497059	AMZN MKTP US*MU98X29X2 AMZN.COM/BILL WA		16.94
09-17	09-15	244356502630206499001142	PPAP SMITHFIELD LIB 205 PITTSBURGH PA		20.00
09-17	09-16	244310602610633068374936	AMAZON.COM*M49VH8161 AMZN AMZN.COM/BILL WA		99.64
BENJAMIN CANNING XXXX-XXXX-XXXX-7689		CREDITS \$0.00	PURCHASES \$213.25	CASH ADV \$0.00	TOTAL ACTIVITY \$213.25
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-10	09-09	24801970263063320618801	KRYTERION WEBASSESSOR 602-659-4660 AZ		213.25
BEN FERBER XXXX-XXXX-XXXX-7697		CREDITS \$0.00	PURCHASES \$4,313.90	CASH ADV \$0.00	TOTAL ACTIVITY \$4,313.90
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-02	09-01	7420847024500008138898	HIREFIRE HUIZEN		30.17
09-03	09-02	24204230246005254564042	GOOGLE LLC GSUITE_CUSTOM 650-2530000 CA		13.07
09-03	09-02	2401134024600003909406	CODACY HTTPWWW.CODA NY		72.00
09-04	09-03	24906410247101861014707	SENDGRID 1-877-969-8647 877-9698647 CO		14.95
09-04	09-03	24692160247100265105608	RACKSPACE CLOUD 210-312-4000 TX		195.08
09-07	09-04	24431060248700690971213	ADOBE CREATIVE CLOUD 800-443-8168 CA		2,346.42
09-11	09-10	24492150254717497705160	HEROKU ALIG-40594916 HEROKU.COM CA		1,190.80
09-14	09-12	7408942025700000370234	1PASSWORD TORONTO ON		193.71
09-14	09-12	2401134025600001903237	BEE BY MAILUP HTTPSBEEFREE. CA		225.60
09-21	09-18	74697040263030075730471	ATLISSIAN ATLISSIAN B.V		32.10
NARMEH IRAVANIPOUR XXXX-XXXX-XXXX-7838		CREDITS \$3,604.58	PURCHASES \$401.01	CASH ADV \$0.00	TOTAL ACTIVITY \$3,203.57 CR
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-02	09-01	24906410245101706058416	BAMBOOHR HRIS 866-3879595 UT		224.00
09-17	09-16	74064490260820162207087	CITIZEN&IMM-EAPPS ENLIGNE OTTAWA ON (FOREIGN CURRENCY) \$230.00 CAD 09/17 (RATE) 1.2994		177.01
09-30	09-29	74857360274002649158320	AIRBNB * HMJESXC5E5 AIRBNB.COM (FOREIGN CURRENCY) \$4,838.07- CAD 09/30 (RATE) 1.3422		3,604.58 CR
PAULINE MAHE XXXX-XXXX-XXXX-7846		CREDITS \$0.00	PURCHASES \$821.05	CASH ADV \$0.00	TOTAL ACTIVITY \$821.05
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-17	09-16	74970110260026018482467	SNCF INTERNET PARIS 10 (FOREIGN CURRENCY) \$118.00 EUR 09/17 (RATE) 0.8331		141.64

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY					
09-17	09-16	74967500260000166853529	HOTEL ON BOOKING.COM AMSTERDAM		320.50
			(FOREIGN CURRENCY) \$267.00 EUR 09/17 (RATE) 0.8331		
09-17	09-16	74970110260026018151496	SNCF INTERNET PARIS 10		358.91
			(FOREIGN CURRENCY) \$299.00 EUR 09/17 (RATE) 0.8331		
CHRISTINE DRAGON XXXX-XXXX-XXXX-7887		CREDITS \$0.00	PURCHASES \$15,700.49	CASH ADV \$0.00	TOTAL ACTIVITY \$15,700.49
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-01	08-31	24013080245090260503381	GOOGLE*ADS2001459788 INTERNET CA		500.00
09-02	09-01	24492150245637575732302	WAITWHILE, INC. HTTPSWAITWHIL CA		59.00
09-02	08-30	24599890245900019219446	PAGELY.COM 602-6142930 AZ		64.00
09-02	09-01	24692160245100276734843	MAILCHIMP *MONTHLY MAILCHIMP.COM GA		290.52
09-02	09-01	24204290245005048174044	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-02	09-02	24204290246000526364026	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-03	09-02	24692160246100762303813	J2 *MYFAX SERVICES 877-437-3607 CA		10.00
09-03	09-03	24204290247007472814039	GOOGLE LLC CLOUD_006E35-3 650-2530000 CA		303.30
09-03	09-02	24204290246005744554050	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-04	09-03	24906410247101872561290	SENDGRID 1-877-969-8647 877-9698547 CO		89.95
09-04	09-03	24204290247007600114051	GOOGLE LLC* ADS2001459788 650-2530000 CA		500.00
09-04	09-03	24204290247010951314039	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-04	09-04	24204290248001889184025	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-07	09-04	24692160248100208370168	J2 *MYFAX SERVICES 877-437-3607 CA		10.00
09-07	09-06	24204290250010340834024	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-08	09-07	24387620252011217158211	RAPID7 LLC 617-2471717 MA		129.00
09-08	09-08	24204290252000267604037	GOOGLE LLC* ADS2001459788 650-2530000 CA		500.00
09-09	09-08	24906410252102180878642	SMK*WUFOO.COM CHARGE 813-4213676 CA		41.73
09-09	09-09	24204290252003560944050	GOOGLE LLC* ADS2001459788 650-2530000 CA		500.00
09-09	09-09	242042902523271923604047	GOOGLE LLC* ADS2001459788 650-2530000 CA		500.00
09-10	09-09	24492150253894429667973	BIG CARTEL 801-448-7776 UT		9.99
09-10	09-10	24204290254000147894053	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-11	09-10	24492150254717476274048	PAGERDUTY, INC. 650-989-2965 CA		77.04
09-11	09-10	24204290254003480994043	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-14	09-12	24436540257011224125697	ZENDESK, INC. 888-6704887 CA		131.02
09-14	09-11	24492150255637409838783	JIVE COMMLOGMEIN HTTPSJIVE.COM UT		483.73
09-14	09-11	24013090255060021689294	GOOGLE*ADS2001459788 INTERNET CA		500.00
09-14	09-12	24204290259004064174059	GOOGLE* ADS2001459788 650-2530000 CA		500.00
09-14	09-11	24692160255100904140188	GOOGLE*ADS2001459788 CC@GOOGLE.COM CA		500.00
09-15	09-14	24692160258100862382415	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
09-15	09-15	24692160259100309804186	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
09-15	09-14	24430930258400994000571	MICROSOFT*ADVERTISING MSBILL.INFO NV		2,501.21
09-17	09-17	24204290260003386884030	GOOGLE LLC* ADS2001459788 650-2530000 CA		500.00
09-17	09-16	24692160260100220148862	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
09-17	09-16	24692160260100444563355	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
09-18	09-17	24692160261100063075744	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
09-18	09-18	24692160262100310505363	GOOGLE *ADS2001459788 CC@GOOGLE.COM CA		500.00
JOLLY DESAI XXXX-XXXX-XXXX-7929		CREDITS \$0.00	PURCHASES \$682.56	CASH ADV \$0.00	TOTAL ACTIVITY \$682.56
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-01	08-31	24692160244100392190608	ATT*BILL PAYMENT 800-288-2020 TX		133.75
09-03	09-02	24492150247207733309514	PAYFLOWPAYPAL_JPACHECO@EBAY NE		21.02
09-07	09-06	24906410250102062462590	DNH*GODADDY.COM 480-5058855 AZ		25.17
09-08	09-07	24906410251102126286133	DNH*GODADDY.COM 480-5058855 AZ		100.50
09-10	09-09	24906410253102261244010	DNH*GODADDY.COM 480-5058855 AZ		18.17
09-14	09-11	24492150255637431697514	DOCKERINVO1747E4B-75 WWW.DOCKER.CO CA		7.00
09-14	09-11	74697040255080073687404	ATLASSIAN ATLASSIAN B.V		177.00
09-14	09-13	24692160257100197901898	ADOBE *800-833-6687 800-833-6687 CA		193.96
09-16	09-15	24906410259102648325940	WEB*NETWORKSOLUTIONS 888-6429675 FL		5.99

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY					
STEVE SOUZA XXXX-XXXX-XXXX-7952		CREDITS \$0.00	PURCHASES \$202.68	CASH ADV \$0.00	TOTAL ACTIVITY \$202.68
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-09	09-08	24493980252063022023582	AT&T*BILL PAYMENT 800-331-0500 TX		202.68
HILLARY SIPE XXXX-XXXX-XXXX-8067		CREDITS \$0.00	PURCHASES \$43.29	CASH ADV \$0.00	TOTAL ACTIVITY \$43.29
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-17	09-15	24137460260500771053317	U-HAUL MOVING & STORAGE A TAMPA FL		43.29
DEREK WOLFENBARGER XXXX-XXXX-XXXX-8083		CREDITS \$0.00	PURCHASES \$918.84	CASH ADV \$0.00	TOTAL ACTIVITY \$918.84
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-04	09-03	24431050248400361000315	VISION ACE HDWE ODESSA FL		12.08
09-11	09-10	24430990254083755509693	ENTERPRISE TOLL 877-860-1258 NY		6.29
09-11	09-10	24662160255100578734886	PUBLIC STORAGE 29149 800-567-0759 FL		42.00
09-15	09-14	24275390259900017193643	BIN THERE DUMP THAT-TB 727-4751080 FL		430.00
09-17	09-17	24431050261063731608249	CHIPOTLE ONLINE 303-595-4000 CA		32.82
09-21	09-17	24137460262500798370486	U-HAUL MOVING & STORAGE A TAMPA FL		21.65
09-21	09-18	24275390262900017494508	BIN THERE DUMP THAT-TB 727-4751080 FL		375.00
MORGAN CURRIE XXXX-XXXX-XXXX-8091		CREDITS \$0.00	PURCHASES \$100.84	CASH ADV \$0.00	TOTAL ACTIVITY \$100.84
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-01	08-31	74987500244292012015855	FS *RICHARDSON AMSTERDAM (FOREIGN CURRENCY) \$129.95 CAD 09/01 (RATE) 1.2887		100.84
NATASHA HILLIER XXXX-XXXX-XXXX-8109		CREDITS \$0.00	PURCHASES \$156.80	CASH ADV \$0.00	TOTAL ACTIVITY \$156.80
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-02	09-01	74064490245820169252951	COLLAGE TORONTO ON (FOREIGN CURRENCY) \$8.68 CAD 09/02 (RATE) 1.2859		6.75
09-03	09-01	24121570246000245011804	AUTHORIZE.NET 877-4473938 CA		52.05
09-11	09-10	24482150254637328689047	FRESHWORKS INC FRESHWORKS.CO CA		98.00
SAMUEL SMITH XXXX-XXXX-XXXX-9867		CREDITS \$0.00	PURCHASES \$440.60	CASH ADV \$0.00	TOTAL ACTIVITY \$440.60
Post Date	Trans Date	Reference Number	Transaction Description		Amount
09-03	09-02	24908410246101783337633	FS *TECHSMITH 877-3278914 CA		264.99
09-10	09-09	24492150253637239767875	TRAINUAL.COM WWW.TRAINUAL. AZ		50.00
09-14	09-10	24034540255001509426180	7-ELEVEN 37189 LITTLE FERRY NJ		14.92
09-14	09-13	24492150257637566495629	NOTION LABS INC HTTPWWW.NOTI CA		78.71
09-18	09-17	24399000261503107096295	BESTBUYCOM806320897582 888-BESTBUY MN		31.98

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY					
DAVID ESPOSITO XXXX-XXXX-XXXX-6177		CREDITS \$0.00	PURCHASES \$750.00	CASH ADV \$0.00	TOTAL ACTIVITY \$750.00
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-07	09-04	24692160248100154982016	SALESFORCE.COM 800-667-6389 CA	150.00	
09-07	09-04	24692160248100154982024	SALESFORCE.COM 800-667-6389 CA	150.00	
09-07	09-04	24692160248100154982032	SALESFORCE.COM 800-667-6389 CA	150.00	
09-07	09-04	24692160248100154982040	SALESFORCE.COM 800-667-6389 CA	150.00	
09-07	09-04	24692160248100154982057	SALESFORCE.COM 800-667-6389 CA	150.00	
MARK FAMIGLIETTI XXXX-XXXX-XXXX-6185		CREDITS \$0.00	PURCHASES \$141.42	CASH ADV \$0.00	TOTAL ACTIVITY \$141.42
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-07	09-06	24906410250102073200203	DNH*GODADDY.COM 480-5058855 AZ	20.98	
09-07	09-06	24492150250637991138714	ENOM.COM ENOM.COM WA	90.33	
09-15	09-14	24492150258637652287836	ENOM.COM ENOM.COM WA	30.11	
JOSEPH TISH XXXX-XXXX-XXXX-6219		CREDITS \$0.00	PURCHASES \$25.00	CASH ADV \$0.00	TOTAL ACTIVITY \$25.00
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-15	09-14	24492150258637679272399	STREAMYARD.COM HTTPSTREAMYA OR	25.00	
JOHN SLOAN XXXX-XXXX-XXXX-4049		CREDITS \$0.00	PURCHASES \$11,718.63	CASH ADV \$0.00	TOTAL ACTIVITY \$11,718.63
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-01	08-31	24431050244083032696128	BOSTON GLOBE SUBSCRPT 888-694-5823 MA	27.72	
09-01	08-31	24906410244101593534967	DYN*DYNADOT.COM 650-2620100 CA	155.87	
09-02	09-01	24492150245713916251714	SENDGRIDLABSLOADER.IO 303-552-0653 CO	99.95	
09-02	09-01	24540450246189492422281	FIBERNET 2 801-2239939 UT	8,989.18	
09-03	09-02	24492150246852105830578	DOTCOMMONIT 888-479-0741 MN	199.00	
09-04	09-03	24906410247101869273289	SENDGRID 1-877-969-8647 877-9698647 CO	111.50	
09-04	09-03	249064102471018664185280	SENDGRID 1-877-969-8647 877-9698647 CO	249.00	
09-04	09-03	24906410247101862369472	SENDGRID 1-877-969-8647 877-9698647 CO	310.45	
09-07	09-05	24492150250637970489906	1 MONTH OF ICONS8 HTTPSICONS8.C DE	19.90	
09-07	09-05	24204290249001228134946	PADDLE.NET* EVERSQL 808-1781535 NY	144.79	
09-07	09-04	24492150248637837098333	TWILIO INC TWILIO.COM CA	589.19	
09-09	09-09	24692150253100319493534	APPLE.COM/US 800-676-2775 CA	106.18	
09-10	09-09	24492150259637283245392	LOGROCKET HTTPSLOGROCKE MA	399.00	
09-16	09-15	24492150259637764140767	GITHUB HTTPSGITHUB.C CA	4.00	
09-16	09-15	24492150259637787255608	1 MONTH OF ICONS8 HTTPSICONS8.C DE	19.90	
09-16	09-15	24492150259637739944887	INTERCOM.IO HTTPSWWW.INTE CA	99.00	
09-16	09-15	24492150260637791333042	ARENA.IM HTTPSARENA.IM CA	194.00	
LEGRANDE JOLLEY XXXX-XXXX-XXXX-4056		CREDITS \$5.99	PURCHASES \$37.00	CASH ADV \$0.00	TOTAL ACTIVITY \$31.01
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-02	09-01	24204290245005091178736	PADDLE.NET* TOWER 808-1781535 NY	37.00	
09-04	09-03	74492150248637780096376	GROWTIX.COM 8012046800 PA	5.99 CR	

ACCT. NUMBER: XXXX XXXX XXXX 5618				
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00	
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97	
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20	

INDIVIDUAL CARDHOLDER ACTIVITY					
TODD SANT XXXX-XXXX-XXXX-4221		CREDITS \$0.00	PURCHASES \$7,390.99	CASH ADV \$0.00	TOTAL ACTIVITY \$7,390.99
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-01	08-31	24204290244288974564948	UPWORK -323501855REF 165-08534100 CA	2,099.81	
09-02	09-02	24204290246001327848738	UPWORK -323665868REF 165-08534100 CA	20.60	
09-07	09-04	24431060248700690970090	ADOBE ACROPRO SUBS 408-636-6000 CA	15.89	
09-08	09-07	24204290251268671158723	UPWORK -324981218REF 165-08534100 CA	2,419.80	
09-15	09-15	24431060259083315788064	AMZN MKTP US*M43J28T11 AM AMZN.COM/BILL WA	206.98	
09-15	09-14	24204290258313273284940	UPWORK -326433998REF 165-08534100 CA	2,115.82	
09-16	09-15	24204290259003582504943	DROPBOX YV566VWSNBSV 141-68576933 CA	11.99	
09-17	09-16	24323030260286050900122	DON FARR MOVING/STORAG 412-469-9700 PA	500.00	
ROBERT DICTTER XXXX-XXXX-XXXX-4239		CREDITS \$58.27	PURCHASES \$3,800.04	CASH ADV \$0.00	TOTAL ACTIVITY \$3,741.77
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-02	09-01	24493980246812452682460	AT&T*PREMIER EBIL 800-331-0500 GA	3,549.01	
09-04	09-03	74310330247003288720228	PP*UTAH VALLEY HOME BUILD 801-2258893 UT	17.00 CR	
09-04	09-03	74310330247003288720566	PP*UTAH VALLEY HOME BUILD 801-2258893 UT	17.00 CR	
09-07	09-03	74492150248637803833155	FITCON* FITCON 2020 OU 5307485587 UT	24.27 CR	
09-14	09-13	24906410257102568881242	DROPBOX*4299QM9F7NYG DB.TT/CHELPE DE	12.85	
09-15	09-14	24906410258102568888618	IPY*LOGITRANS 801-8862520 UT	173.17	
09-17	09-16	24638180260017042908452	WELDON, WILLIAMS & LIC 479-783-4113 AR	65.00	
PATRON TECHNOLOGY H R XXXX-XXXX-XXXX-6877		CREDITS \$0.00	PURCHASES \$19.26	CASH ADV \$0.00	TOTAL ACTIVITY \$19.26
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-07	09-05	24910590249063725069038	JAZZHR 888-353-0887 PA	9.63	
09-14	09-13	24910590257063939523413	JAZZHR 888-353-0887 PA	9.63	
RICHARD WELDON XXXX-XXXX-XXXX-7115		CREDITS \$0.00	PURCHASES \$63.39	CASH ADV \$0.00	TOTAL ACTIVITY \$63.39
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-07	09-04	24692160248100465099419	AT&T *PAYMENT 800-288-2020 TX	63.39	
MICHAEL CLOW XXXX-XXXX-XXXX-7842		CREDITS \$0.00	PURCHASES \$350.63	CASH ADV \$0.00	TOTAL ACTIVITY \$350.63
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
09-03	09-02	24492150246537657472511	AUTH0.COM AUTH0.COM WA	13.91	
09-04	09-03	24906410247101861680150	SENDGRID 1-877-969-8847 877-9698647 CO	223.81	
09-10	09-09	24801970254400514000033	MINUTEKEY DALLAS TX	6.50	
09-10	09-09	24801970254400514000041	MINUTEKEY DALLAS TX	10.83	
09-17	09-16	24492150260637850293186	CLOCKIFY HTTPSCLOCKIFY CA	30.00	
09-17	09-15	24137460260500771053848	OFFICE DEPOT #2558 DALLAS TX	65.58	
ROBIN HAMMEL-HOWARD XXXX-XXXX-XXXX-7990		CREDITS \$736.00	PURCHASES \$14,137.06	CASH ADV \$0.00	TOTAL ACTIVITY \$13,401.06
Post Date	Trans Date	Reference Number	Transaction Description	Amount	

ACCT. NUMBER: XXXX XXXX XXXX 5618			
CREDIT LIMIT	300,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	273,167.97	MINIMUM PAYMENT DUE	273,167.97
AVAILABLE CREDIT	26,832.03	PAYMENT DUE DATE	10-07-20

INDIVIDUAL CARDHOLDER ACTIVITY

09-01	08-31	24906410244101592390015	DNH*GODADDY.COM 480-5058855 AZ	159.98
09-01	08-31	24906410244101686587063	DYN*DYN.COM/CHARGE 803-2961595 NH	350.00
09-02	09-01	74208470245000011965037	GUROCK.COM DEV TOOLS BERLIN	170.00
09-02	09-01	24492150245637530836842	MONGODBCLOUD THUZI ... MONGODB.COM CA	1,824.42
09-03	09-02	24492150246713982137945	BC.BASECAMP 1306441 312-281-5333 IL	157.94
09-04	09-03	24692160247100721577902	MAILCHIMP *MONTHLY MAILCHIMP.COM GA	9.99
09-04	09-03	246921602471002654678184	AMAZON WEB SERVICES AWS.AMAZON.CO WA	680.40
09-07	09-06	246921602501002566273694	AMAZON.COM*MUBSTJCO AMZN.COM/BILL WA	49.88
09-07	09-04	24692160248100186200577	AMZN MKTP US*MUSJUL0681 AMZN.COM/BILL WA	116.98
09-07	09-03	24204290248005614788737	JETBRAINS AMERICAS INC 165-05772345 CA	127.50
09-07	09-06	24692160250100664815917	CTS*FRONTIER ONLINEPAY 800-921-8101 CT	256.68
09-07	09-06	24431050250063743182344	REPUBLIC SERVICES TRASH 866-578-5548 AZ	263.97
09-09	09-08	24492150252713377693966	UBER EATS HELP.UBER.COM CA	39.20
09-09	09-08	24431050252700703880263	ADOBE CREATIVE CLOUD 408-536-6000 CA	52.99
09-09	09-08	24692160252100696412186	VZWLSS*APOCC VISB 800-922-0204 FL	1,166.74
09-10	09-09	24692160253100782040718	MAILCHIMP *MONTHLY MAILCHIMP.COM GA	24.99
09-11	09-11	24492150255745518094107	UBER EATS HELP.UBER.COM CA	29.62
09-14	09-12	24137480257100536654437	OFFICE DEPOT #2191 TAMPA FL	28.20
09-14	09-11	24431060255700711599134	ADOBE CREATIVE CLOUD 408-536-6000 CA	52.99
09-14	09-14	24492150258713715134610	UBER EATS HELP.UBER.COM CA	59.07
09-14	09-12	24692160255100347907336	PUBLIC STORAGE 26596 800-567-0759 FL	83.69
09-14	09-13	24692160257100976329940	PUBLIC STORAGE 26596 800-567-0759 FL	426.85
09-14	09-13	24692160257100976329957	PUBLIC STORAGE 26596 800-567-0759 FL	426.85
09-14	09-11	24492150255740293107133	SQ *COLLEGE HUNKS O 415-375-3176 FL	736.00
09-15	09-14	24761970258726800319255	STANLEY CONVERGENT SEC 3178163378 IL	485.26
09-16	09-15	24431060259700723549057	ADOBE CREATIVE CLOUD 408-536-6000 CA	52.99
09-16	09-15	24492150259740307283421	SQ *COLLEGE HUNKS O 415-375-3176 FL	6,144.00
09-18	09-16	24431050262838828688512	HILLSBOROUGH COUNTY WATE TAMPA FL	200.90
09-28	09-25	74492150269740334936226	SQ *COLLEGE HUNKS O 4153753176 FL	736.00 CR

MATTHEW SHERRETT XXXX-XXXX-XXXX-0853	CREDITS \$0.00	PURCHASES \$687.49	CASH ADV \$0.00	TOTAL ACTIVITY \$687.49
--	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
09-01	09-01	74537880245100651816840	GOOGLE *DOMAINS G.CO/HELPPAY# NS (FOREIGN CURRENCY) \$15.40 CAD 09/01 (RATE) 1.2887	11.95
09-01	09-01	74537880245100651816815	GOOGLE *DOMAINS G.CO/HELPPAY# NS (FOREIGN CURRENCY) \$18.70 CAD 09/01 (RATE) 1.2888	14.51
09-03	09-02	74537880245100620719967	GOOGLE *DOMAINS G.CO/HELPPAY# NS (FOREIGN CURRENCY) \$18.70 CAD 09/03 (RATE) 1.2905	14.49
09-03	09-02	74064490246820154500447	CPC SCP/5576506637 OTTAWA ON (FOREIGN CURRENCY) \$92.34 CAD 09/03 (RATE) 1.2904	71.56
09-08	09-07	24492150251637108105977	WEBFLOW.COM HTTPSWEBFLOW. CA	20.00
09-09	09-08	24492150252637158951840	XERO GLOBAL.IN-2262228 HTTPSWWWW.XERO CT	44.00
09-10	09-10	24204290253288531878730	SPOTIFY USA 877-7781161 NY	10.69
09-10	09-09	249064102653102294251644	EIG*HOSTGATOR.COM 713-5745287 MA	143.40
09-14	09-12	74054490256820202944420	FUSIUM SOLUTIONS- OPUS BOUCHERVILLE QC (FOREIGN CURRENCY) \$124.75 CAD 09/13 (RATE) 1.3016	95.84
09-15	09-14	24492150258637637897583	DOCKERINV-9BACA369-93 WWW.DOCKER.CO CA	22.00
09-16	09-15	24906410259102719471334	EIG*HOSTGATOR.COM 713-5745287 MA	59.95
09-16	09-15	74208470259000010539436	GUROCK.COM DEV TOOLS BERLIN	136.00
09-18	09-17	74537880261100094451481	GOOGLE *DOMAINS G.CO/HELPPAY# NS (FOREIGN CURRENCY) \$56.09 CAD 09/18 (RATE) 1.3014	43.10

Exhibit G

ASSET PURCHASE AGREEMENT AND CERTIFICATE OF SALE
NEW YORK UNIFORM COMMERCIAL CODE § 9-610

This Asset Purchase Agreement and Certificate of Sale (“APA”) is entered into effective September 18, 2020 (“Effective Date”) by and between Western Alliance Bank, in its capacity as Agent under that certain Guaranty and Security Agreement dated June 7, 2019 (the “Security Agreement”) and that certain Credit Agreement dated June 7, 2019 (as amended by that certain First Amendment to Credit Agreement dated July 23, 2020, together with the Security Agreement, collectively, the “Agreements”; capitalized terms used herein but not otherwise defined having the meanings set forth in the Agreements) (hereinafter “Seller Agent”) and Nortap Technology Inc., a Delaware corporation (“Purchaser”). (Seller Agent and Purchaser may be referred to separately herein as a “Party” and collectively as “Parties”.)

Pursuant to § 9-610 of the New York Uniform Commercial Code (the “UCC”) and the covenants and agreements herein and effective immediately upon receipt by Seller Agent of the payments set forth in **Exhibit A** hereto, Seller Agent does hereby sell, transfer and deliver to Purchaser or to one or more of Purchaser’s affiliates (with Purchaser assuming all risk and liability of any allocation to affiliates), all of the rights, title and interest of PM Purchaser, Inc., a Delaware corporation, as Borrower and Grantor (“PM Grantor”), and the other Grantor Parties set forth in **Exhibit B** hereto (collectively with PM Grantor, the “Grantors”), to certain of the assets of Grantors (the “Subject Assets”), described in **Exhibit C** attached hereto. Upon Seller Agent’s receipt of the consideration as set forth in **Exhibit A**, Seller Agent shall (i) deliver to Purchaser via e-mail to [REDACTED], an executed transfer statement pursuant to §9-619 of the UCC and a Bill of Sale in the form attached hereto as **Exhibit D**, and (ii) upon Purchaser’s request and at Purchaser’s sole cost and expense, execute such further transfer statements and bills of sale in the same form reasonably requested by Purchaser in connection with the purchase of the Subject Assets. For avoidance of doubt and notwithstanding the foregoing, all cash, checks or other payments received by Grantors through 12:01 a.m. EDT shall be retained by Seller Agent and are not part of the Subject Assets except for Customer Cash as defined in Exhibit C.

The parties hereto agree that nothing in this APA expands, limits or modifies the agreement among Purchaser and Grantors with respect to liabilities of Grantors and their business which is set forth in that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Grantors, the other subsidiaries of Patron Technology, Inc., a Delaware corporation, signatory thereto, and Purchaser (the “Company APA”), including, for the avoidance, the “Excluded Liabilities” set forth in Section 2.3 and Schedule 2.3 thereof. Seller Agent also confirms that as of the Effective Date, it has no liens, claims or interests in any assets of Grantors other than the Collateral as described in the Agreements.

This APA transfers to Purchaser all of Grantors’ right, title and interest in and to the Subject Assets free and clear of any and all security interests of Seller Agent, including but not limited to those security interests that Seller Agent holds for the benefit of certain Secured Parties as described in the Agreements, and any security interest or lien subordinate thereto. Seller Agent represents and warrants that (a) Seller Agent is a corporation, validly existing and in good standing under the laws of the State of Arizona, (b) the signing, delivery and performance

by Seller Agent of this APA, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by Seller Agent and the APA is enforceable against Seller Agent, as secured creditor of Grantors, in accordance with its terms as governed by applicable law, regulations and rules, (c) Seller Agent has taken all requisite steps to comply fully with the requirements of the applicable provisions of the UCC and the Loan Documents to properly consummate the transactions contemplated hereby, (d) except as hereinafter set forth, it holds a valid first priority perfected security interest under the laws of the United States in and to Grantors' interest in the Subject Assets located in the United States pursuant to certain UCC-1 filings in the States of California, Delaware, Florida and Pennsylvania, as amended from time-to-time, (e) a default exists under the Loan Documents that are the subject matter of and related to the Agreements between Seller Agent's principals and PM Grantor, the result of which is that Seller Agent, for the benefit of certain Secured Parties as described in the Agreements, has foreclosed on its lien on the Subject Assets and is entitled under such Loan Documents and under applicable law to sell the Subject Assets to Purchaser and (f) the foreclosure sale by Seller Agent was conducted in a commercially reasonable fashion in accordance with UCC § 9-610(b) and that it gave each Grantor due notice in accordance with UCC §§ 9-611-9-613 on August 31, 2020. Purchaser represents and warrants that (a) Purchaser is a corporation, validly existing and in good standing under the laws of the State of Delaware, (b) the signing, delivery and performance by Purchaser of this APA, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by Purchaser and the APA is enforceable against Purchaser in accordance with its terms as governed by applicable law, regulations and rules, and (c) Purchaser has acted in good faith in the negotiation, execution and consummation of this APA. Seller Agent does not warrant that its lien upon certain deposit accounts held at other institutions and used to hold customer funds for future ticketing is perfected. Notwithstanding the foregoing, Purchaser acknowledges that with respect to any intellectual property included in the Subject Assets, which may include patents, this warranty is made upon Seller Agent's actual knowledge without investigation regarding particular assets or whether liens or assignments have been recorded in other states or in national or foreign registers. For the avoidance of doubt and without varying the description in Exhibit C, Seller Agent and Purchaser intend that the Subject Assets include all works in progress, goodwill, customer lists and contract rights of Grantors except as may specifically be excluded in this APA; provided, however, that Seller Agent does not warrant that any such assets exist.

AS BETWEEN SELLER AGENT AND PURCHASER, THE SUBJECT ASSETS ARE SOLD "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS, WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL, OF ANY KIND, NATURE OR DESCRIPTION, BY SELLER AGENT, ITS PRINCIPALS, AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES EXCEPT AS EXPRESSLY SET FORTH IN THIS APA. SELLER AGENT SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE EXCEPT AS EXPRESSLY SET FORTH IN THIS APA. PURCHASER FURTHER REPRESENTS AND AGREES (I) THAT SELLER AGENT, INCLUDING ITS PRINCIPALS AND AFFILIATES, HAS NOT MADE ANY REPRESENTATION OR

WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE SUBJECT ASSETS EXCEPT AS EXPRESSLY SET FORTH IN THIS APA, (II) PURCHASER, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES OF SELLER AGENT, INCLUDING ITS PRINCIPALS AND AFFILIATES, NOT EXPRESSLY SET FORTH IN THIS APA, AND (III) EXCEPT IN CONNECTION WITH A BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS APA, SELLER AGENT, INCLUDING ITS PRINCIPALS AND AFFILIATES, WILL NOT BE SUBJECT TO ANY LIABILITY TO PURCHASER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OR PURCHASER'S USE OF, ANY INFORMATION, INCLUDING ANY CONFIDENTIAL MEMORANDA OR REPORTS WHICH MAY HAVE BEEN OR WILL BE DISTRIBUTED BY OR ON BEHALF OF SELLER AGENT RELATING TO THE SUBJECT ASSETS OR OTHER PUBLICATIONS OR DATA ROOM INFORMATION PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, OR ANY OTHER DOCUMENT OR INFORMATION IN ANY FORM WHETHER WRITTEN OR ORAL PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES IN CONNECTION WITH THE SALE OF THE SUBJECT ASSETS, IN EACH CASE, EXCEPT AS EXPRESSLY SET FORTH IN THIS APA. AS BETWEEN SELLER AGENT AND PURCHASER, PURCHASER ACCEPTS ALL RISKS OF TRANSFER OF OWNERSHIP OR ASSIGNMENT OF THE SUBJECT ASSETS, EXCEPT AS EXPRESSLY SET FORTH IN THIS APA.

Purchaser acknowledges that it has not relied upon any representations of Seller Agent, except as may specifically be provided in this APA, and that it has examined the validity, quantity, quality and value of the Subject Assets and has accepted the same. Seller Agent disclaims any representation or warranty to that particular property described on Exhibit C exists, in whole or in part, or is in a form usable to Purchaser, except as may specifically be provided in this APA. To the extent that Subject Assets are in the possession, custody or control of parties other than Grantors, including but not limited to subcontractors, former employees, manufacturing partners or consultants to Grantors, Seller Agent disclaims any representation or warranty that Seller Agent's rights therein are superior to rights of any other such party and further disclaims any obligation to deliver such property to Purchaser, except as may specifically be provided in this APA.

THE MONEYS RECEIVED BY SELLER AGENT UNDER THIS APA DO NOT INCLUDE ANY ASSUMPTION BY SELLER AGENT OF ANY RISK OF PURCHASER OF ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER AGENT, OR OF ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, OR OTHERWISE. ACCORDINGLY, SELLER AGENT SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER AGENT, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY

WAY OUT OF THIS APA, EVEN IF SELLER AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS ARISING OUT OF THIS AGREEMENT LATER THAN TWO YEARS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller Agent and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales, use, transfer, withholding or any other taxes arising from the sale contemplated hereby, and shall hold Seller Agent harmless from any cost relating thereto.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America. The Parties agree that this Agreement has been entered into and is to be performed in Santa Clara County, California. Any dispute arising out of or related to this agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

This APA contains the entire agreement between the Parties hereto pertaining to the subject matter contained in it and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understanding. The Parties, and each of them, understand, represent and agree that this APA is made without reliance upon any inducement, statement, promise, term, provision or representation other than as is specifically stated herein. There are no terms of this APA other than those contained herein. Purchaser has had a full opportunity to conduct due diligence with respect to facts or information pertaining to the subject matter contained herein.

The Parties agree that the APA shall be deemed jointly prepared so that its terms shall not be interpreted more or less favorably against any one Party on the basis of the preparation of this portion of the APA. The Parties further agree that the APA shall not be modified or amended other than by a writing signed by each of the Parties hereto.

If any provision of this APA shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this APA and the remaining parts of this APA shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been part of this APA.

The Parties hereto, and each of them, represent and warrant that the undersigned, respectively, have the authority to bind them and all who claim through them; and further represent and warrant that this APA shall inure to the benefit of and be binding upon their respective heirs, administrators, representatives, successors, trustees and assigns.

Nothing in this APA, expressed or implied, is intended to confer any rights or remedies upon any person, other than the Parties hereto and their respective permitted and lawful successors and assigns.

Each Party shall deliver its signature hereon to the other Party not later than 1:00 p.m., PDT, on September 18, 2020. The APA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The

Parties agree that signatures on this APA transmitted via facsimile, via pdf attached to e-mail, and/or photocopies of signatures have the same force and effect and are considered the same as originals. Following delivery of signatures by electronic means, an original signature shall be delivered to the other Party by overnight delivery.

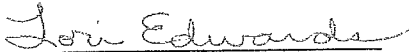
The Parties agree that they may be bound to the terms set forth in this APA through either physical or electronic signatures and that this APA may be entered into by electronic means (e.g., DocuSign). If a Party affixes an electronic signature to this document and such signature is transmitted to counsel for an opposing Party, such Party agrees and represents that said electronic signature signifies assent to the terms of this APA and that said signature satisfies the requirements of the Federal Electronic Signatures in Global and National Commerce Act (sometimes known as E-Sign). A Party signing this document using electronic means bears the risk and hereby expressly waives any claim of any error in transmittal of such signature by such Party's counsel.

[SIGNATURES ON NEXT PAGE]

Executed at San Jose, California as of the Effective Date.

SELLER AGENT:

WESTERN ALLIANCE BANK, an
Arizona corporation


By: 
Name: Lori Edwards

Title: Director

THE FOREGOING IS AGREED AND ACCEPTED

PURCHASER:

NORTAP TECHNOLOGY INC., a Delaware corporation

By: 

Name: Robert Amen

Title: President

Exhibit A

CONSIDERATION TO BE PAID TO WESTERN ALLIANCE BANK PURSUANT TO THAT CERTAIN ASSET PURCHASE AGREEMENT AND CERTIFICATE OF SALE, dated September 18, 2020 between Western Alliance Bank ("Seller Agent") and Nortap Technology Inc. ("Purchaser")

Cash. Not later than 12:00 p.m. PDT, on September 18, 2020, or such later date and time as Seller Agent may agree to in writing, Purchaser shall pay (or cause to be paid) to Seller Agent cash in United States Dollars the aggregate sum of [REDACTED] to be wired to Seller Agent pursuant to the following wire instructions:

Bank Name: Western Alliance Bank
1 East Washington Street
Phoenix, AZ 85004

ABA Routing Number: [REDACTED]
Account Name: Wires in Process
Account Number: [REDACTED]
Reference: PM Purchaser, Inc.

EXHIBIT B

**GRANTOR PARTIES under that certain ASSET PURCHASE AGREEMENT AND
CERTIFICATE OF SALE, dated September 18, 2020 between Western Alliance Bank
("Seller Agent") and Nortap Technology Inc. ("Purchaser")**

1. Patron Technology, Inc., a Delaware corporation
2. PatronManager, LLC, a Delaware limited liability company, now known as PT Manager, LLC, a Delaware limited liability company
3. ShowClix, Inc., a Pennsylvania corporation, now known as SC Event Management, Inc., a Pennsylvania corporation
4. Ticketleap, Inc., a Delaware corporation
5. SeatAdvisor, Inc., a California corporation
6. PT Fan Engagement Inc., a Florida corporation
7. Fish Technologies LLC, a Delaware limited liability company

EXHIBIT C

**Assets Subject To ASSET PURCHASE AGREEMENT AND CERTIFICATE OF SALE
Dated September 18, 2020 between Western Alliance Bank ("Seller Agent") and Nortap
Technology Inc. ("Purchaser")**

The Subject Assets consist of each Grantor's right, title and interest in and to the following personal property, as such terms may be defined under the UCC or in this Exhibit C:

- a) all accounts, chattel paper, documents (as defined in the UCC), equipment, general intangibles, instruments, inventory, investment property, letter of credit rights and any supporting obligations related to any of the foregoing;
- b) deposit accounts at institutions other than Seller Agent which are designated by any Grantor as "Customer Trust Accounts" (collectively "Customer Cash");
- c) the commercial tort claims described on Schedule 1 to the Security Agreement and on any supplement thereto received by Seller Agent pursuant to Section 5.9 of the Security Agreement;
- d) all books and records pertaining to the Collateral;
- e) all property of each Grantor held by Seller Agent, including all property of every description in the custody of or in transit to such Seller Agent for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power;
- f) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located;
- g) the intellectual property described in the Security Agreement and in that certain Trademark Security Agreement dated June 7, 2019; and
- h) to the extent not otherwise included, all proceeds of the foregoing.

PROVIDED, HOWEVER, that the Subject Assets do not include the money and deposit accounts held at Seller Agent, all other deposit accounts of Grantors except Customer Cash which is being transferred to Purchaser, the Excluded Collateral described in the Security Agreement, and the following to the extent such property is otherwise part of the Subject Assets:

- (a) all Pledged Collateral as defined in the Security Agreement and including the stock or stock equivalents shown on the attached "Schedule 4" of the Security Agreement;
- (b) the Excluded Assets as defined in the Company APA.

EXHIBIT D

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of September [], 2020, is made and entered into Western Alliance Bank, in its capacity as Agent under that certain Guaranty and Security Agreement dated June 7, 2019 (the "Security Agreement") and that certain Credit Agreement dated June 7, 2019 (as amended by that certain First Amendment to Credit Agreement dated July 23, 2020, together with the Security Agreement, collectively, the "Agreements"; capitalized terms used herein but not otherwise defined having the meanings set forth in the Agreements) (hereinafter "Seller Agent"), for the benefit of [Nortap Technology Inc., a Delaware corporation][], a Delaware corporation] ("Purchaser").

[WHEREAS, Purchaser is an Affiliate of Nortap Technology Inc., a Delaware corporation ("Nortap"), designated by Nortap to acquire the Subject Assets transferred hereunder;]

WHEREAS, Seller Agent and [Purchaser][Nortap] are parties to that certain Asset Purchase Agreement and Certificate of Sale, dated as of September [], 2020 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which Nortap or one or more of its Affiliates[, including Purchaser,] has purchased certain assets of the Grantors of Seller Agent (the "Subject Assets" as defined in the Purchase Agreement);

WHEREAS, this Bill of Sale is being entered into in connection with the transactions contemplated by the Purchase Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Bill of Sale, Seller Agent desires to evidence the transfer to Purchaser of all of the right, title and interest of [INSERT NAME(S) OF APPLICABLE GRANTOR(S)] in and to the Subject Assets free and clear of any and all security interests of Seller Agent, including but not limited to those security interests that Seller Agent holds for the benefit of certain Secured Parties as described in the Agreements, and any security interest or lien subordinate thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller Agent and Purchaser do hereby agree as follows:

Transfer of Subject Assets. Seller Agent hereby transfers to Purchaser, effective as of the date hereof, all of the right, title and interest of [INSERT NAME(S) OF APPLICABLE GRANTOR(S)] in and to the Subject Assets free and clear of any and all security interests of Seller Agent, including but not limited to those security interests that Seller Agent holds for the

benefit of certain Secured Parties as described in the Agreements, and any security interest or lien subordinate thereto.

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller Agent's representations, warranties, covenants, agreements and indemnities relating to the Subject Assets, are incorporated herein by this reference. Seller Agent and Purchaser acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Governing Law; Submission to Jurisdiction. All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America. The Parties agree that this Agreement has been entered into and is to be performed in Santa Clara County, California. Any dispute arising out of or related to this agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PURCHASER AND SELLER AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS BILL OF SALE, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS.

Binding Effect; Amendments and Waivers. This Bill of Sale, together with the Purchase Agreement, contains the entire agreement between the Parties hereto pertaining to the subject matter contained in it and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understanding. The Parties, and each of them, understand, represent and agree that this Bill of Sale is made without reliance upon any inducement, statement, promise, term, provision or representation other than as is specifically stated herein and in the Purchase Agreement. There are no terms of this Bill Of Sale other than those contained herein and in the Purchase Agreement.

Invalid Provisions. Modification. The Parties agree that the Bill of Sale shall be deemed jointly prepared so that its terms shall not be interpreted more or less favorably against any one Party on the basis of the preparation of this portion of the Bill Of Sale. The Parties further agree that the Bill Of Sale shall not be modified or amended other than by a writing signed by each of the Parties hereto. If any provision of this Bill Of Sale shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Bill Of Sale and the remaining parts of this Bill Of Sale shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been part of this Bill Of Sale.

Authority. The Parties hereto, and each of them, represent and warrant that the undersigned, respectively, have the authority to bind them and all who claim through them; and further represent and warrant that this Bill Of Sale shall inure to the benefit of and be binding upon their

respective heirs, administrators, representatives, successors, trustees and assigns. Nothing in this Bill Of Sale, expressed or implied, is intended to confer any rights or remedies upon any person, other than the Parties hereto and their respective permitted and lawful successors and assigns.

Counterparts. This Bill of Sale may be executed in counterparts (including electronically, by facsimile or PDF signature), each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument and contract, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. The delivery of copies of this Bill of Sale, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale as of the date first set forth above at San Jose, California.

SELLER AGENT:

WESTERN ALLIANCE BANK, an
Arizona corporation

By: _____
Name:

Title:

Exhibit H

Execution Version

ASSET PURCHASE AGREEMENT
BY AND AMONG
PATRON TECHNOLOGY, INC.
THE SUBSIDIARIES LISTED ON ANNEX A
AND
NORTAP TECHNOLOGY INC.

Dated as of September 18, 2020

TABLE OF CONTENTS

	Page
TABLE OF ANNEXES, EXHIBITS AND SCHEDULES.....	iii
ARTICLE I DEFINITIONS.....	2
1.1 <u>Certain Definitions</u>	2
ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES.....	2
2.1 <u>Purchase and Sale of Assets</u>	2
2.2 <u>Excluded Assets</u>	2
2.3 <u>Assumption of Liabilities; Excluded Liabilities</u>	2
2.4 <u>Certain Covenants</u>	3
2.5 <u>Bulk Sales Laws</u>	6
2.6 <u>AS IS, WHERE IS SALE; DISCLAIMER</u>	6
ARTICLE III CONSIDERATION.....	8
3.1 <u>Consideration and Closing Payment Determination</u>	8
ARTICLE IV CLOSING.....	9
4.1 <u>Closing Date</u>	9
4.2 <u>Deliveries by Sellers</u>	9
4.3 <u>Deliveries by Purchaser</u>	10
4.4 <u>Designation of Affiliate by Purchaser</u>	10
ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS.....	11
5.1 <u>Organization and Good Standing</u>	11
5.2 <u>Authorization of Agreement</u>	11
5.3 <u>No Violations</u>	11
5.4 <u>Purchased Assets</u>	12
5.5 <u>No Other Representations or Warranties; Schedule</u>	12
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	13
6.1 <u>Organization and Good Standing</u>	13
6.2 <u>Authorization of Agreement</u>	13
6.3 <u>No Violations</u>	14
6.4 <u>Financial Capability</u>	14

TABLE OF CONTENTS
(continued)

	Page
ARTICLE VII EMPLOYEES AND EMPLOYEE BENEFITS	14
7.1 <u>Employment</u>	14
7.2 <u>Employee Benefits</u>	15
ARTICLE VIII SURVIVAL; REMEDIES	15
8.1 <u>No Survival of Representations and Warranties or Pre-Closing Covenants; Waiver of Claims</u>	15
8.2 <u>Injunctive Relief</u>	16
8.3 <u>Remedies Cumulative</u>	16
8.4 <u>Cessation of Sellers' Existence</u>	16
ARTICLE IX TAXES.....	16
9.1 <u>Purchase Price Allocation</u>	16
9.2 <u>Tax Returns</u>	16
9.3 <u>Audits, Claims and Proceedings</u>	16
9.4 <u>Cooperation</u>	17
ARTICLE X MISCELLANEOUS	17
10.1 <u>Expenses and Financial Advisors Fees</u>	17
10.2 <u>Governing Law</u>	17
10.3 <u>Submission to Jurisdiction; Consent to Service of Process</u>	17
10.4 <u>WAIVER OF RIGHT TO TRIAL BY JURY</u>	18
10.5 <u>Entire Agreement; Amendments and Waivers</u>	18
10.6 <u>Notices</u>	19
10.7 <u>Severability</u>	20
10.8 <u>Binding Effect; No Third-Party Beneficiaries; Assignment</u>	20
10.9 <u>Publicity</u>	20
10.10 <u>Non-Recourse</u>	21
10.11 <u>Counterparts; Electronic Signature and Delivery</u>	21
10.12 <u>Section Headings, Construction</u>	21

TABLE OF ANNEXES, EXHIBITS AND SCHEDULES

<u>Annexes, Exhibits and Schedules</u>	<u>Name</u>
Annex A	Seller Subsidiaries
Annex B	Definitions
Exhibit A	Form of Bills of Sale
Exhibit B	Form of Assignment and Assumption Agreements
Exhibit C	Form of Trademark Assignments
Exhibit D	Form of Domain Name Assignments
Schedule B-1	Customer Trust Accounts and Customer and Supplier Operating Accounts
Schedule B-2	Excluded Contracts
Schedule 2.1	APA Purchased Assets
Schedule 2.2	Excluded Assets
Schedule 2.3	Assumed Liabilities
Schedule 2.3(b)	Assumed Accounts Payable
Schedule 3.1(A)	Retention Bonus Amounts
Schedule 3.1(B)	Paid PTO Liability Amounts
Schedule 4.2(d)	Trademarks
Schedule 4.2(e)	Domain Names
Schedule 4.2(g)	Third Party Consents
Schedule 5.3	Permitted Encumbrances
Schedule 7.1(a)	Business Employees

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of September 18, 2020 (this "Agreement"), by and among PATRON TECHNOLOGY, INC., a Delaware corporation (the "Company"), THE DIRECT OR INDIRECT WHOLLY OWNED SUBSIDIARIES OF THE COMPANY LISTED ON ANNEX A (the "Seller Subsidiaries" and, together with the Company, each a "Seller" and collectively, "Sellers"), and NORTAP TECHNOLOGY INC., a Delaware corporation ("Purchaser"). Sellers and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Sellers operate the Business (as defined below);

WHEREAS, certain of Sellers are party to the Credit Agreement and related Collateral Documents (each as defined below), pursuant to which such Sellers granted a first priority perfected security interest in certain assets and other collateral of such Sellers to the agent under the Credit Agreement for the benefit of the secured parties thereunder;

WHEREAS, on August 31, 2020, Western Alliance Bank, the current Agent (as defined in the Credit Agreement) under the Credit Agreement, gave notice (the "UCC Sale Notice"), that on or after September 11, 2020, the Collateral (as defined in the UCC Sale Notice) will be sold privately (the "Private Sale"), free and clear of any and all security interests of the Agent and any security interest or lien subordinate thereto;

WHEREAS, at the closing of the Private Sale immediately prior to the Closing hereunder, the Agent sold, pursuant to the Collateral Purchase Agreement (as defined below), the Collateral to Purchaser free and clear of any and all security interests of the Agent and any security interest or lien subordinate thereto;

WHEREAS, the Collateral consisted of substantially all of the assets of the Company and the other Sellers;

WHEREAS, after the closing of the Private Sale, Sellers have certain limited assets remaining because the Agent sold substantially all of the Company's and such other Sellers' assets at such Private Sale, and the APA Purchased Assets (as defined below) comprise a portion of such remaining assets held by Sellers; and

WHEREAS, immediately following the closing of the Private Sale, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, all of the APA Purchased Assets and Assumed Liabilities (each as defined below), all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. Initially capitalized terms used in this Agreement shall have the meanings specified in Annex B.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser (or an Affiliate of Purchaser to be designated by Purchaser) shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or any Affiliate of Purchaser to be designated by Purchaser), all of each Seller's right, title and interest in and to the assets listed on Schedule 2.1 (but excluding the Excluded Assets) (collectively, the "APA Purchased Assets"), free and clear of any Encumbrances, other than Permitted Encumbrances. The Parties acknowledge that, as provided for in the recitals to this Agreement, the APA Purchased Assets do not include the Collateral, which the Agent has previously sold to Purchaser (or Affiliates of Purchaser designated by Purchaser) pursuant to the Collateral Purchase Agreement. The Parties further acknowledge that, under the Collateral Purchase Agreement, Seller Agent has confirmed that, as of the Effective Date (as defined in the Collateral Purchase Agreement), it has no liens, claims or interests in any assets of the Sellers party to the Collateral Asset Purchase Agreement other than the Collateral described in the Credit Agreement and the Security Agreement (as defined in the Collateral Purchase Agreement).

2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey to Purchaser or any of its Affiliates, and neither Purchaser nor any of its Affiliates shall be deemed to have purchased, acquired or accepted, any of the Excluded Assets, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" means all of the assets, properties, interests and rights of any one or more of Sellers listed on Schedule 2.2.

2.3 Assumption of Liabilities; Excluded Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) shall assume and agrees to pay, perform and discharge when due in accordance with their respective terms, only the Liabilities of the Sellers set forth on Schedule 2.3 (collectively, the "Assumed Liabilities"). Except for the Assumed Liabilities expressly assumed pursuant to the first sentence of this Section 2.3, all other Liabilities of the Sellers (whether or not related to the Purchased Assets, the Collateral or the Business) shall be Excluded Liabilities and

neither Purchaser nor any of its Affiliates shall assume or be liable for the Excluded Liabilities. Without in any way limiting the foregoing and for the avoidance of doubt, Excluded Liabilities shall include (i) all Excluded Taxes, (ii) all Liabilities in respect of the Excluded Assets, (iii) all Liabilities in respect of any past or present Proceedings arising out of, relating to or otherwise involving the Business or the Purchased Assets and that relate to events, facts or circumstances prior to the Closing, (iv) all Liabilities under debt instruments, loan documents, indentures, debentures or other written obligations which involve indebtedness for borrowed money or any guaranties in respect of any of the foregoing, (v) all Current Client Liabilities, and (vi) except as expressly provided for in this Agreement or the Collateral Purchase Agreement, all Liabilities of any Seller and its Affiliates incurred in connection with the transactions contemplated by this Agreement or the Collateral Purchase Agreement owed to any brokers, agents, restructuring advisors, investment bankers, attorneys, accountants or other similar Persons.

2.4 Certain Covenants.

(a) From time to time following the Closing and at the sole cost and expense of Purchaser, Sellers and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and such other instruments, and shall take such further actions as may be reasonably necessary or appropriate to assure fully to Purchaser and its Affiliates and their respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) under this Agreement and the Transaction Documents and to assure fully to Sellers and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) under this Agreement and the other Transaction Documents, and to otherwise make effective the Transactions. In furtherance of the foregoing, each Seller hereby irrevocably nominates, constitutes and appoints Purchaser as the true and lawful attorney-in-fact of such Seller (with full power of substitution) effective as of the Closing Date, and hereby authorizes Purchaser, in the name of and on behalf of such Seller, to execute, deliver, acknowledge, certify, file and record any document, to institute and prosecute any claim or proceeding and to take any other action (on or at any time after the Closing Date) that Purchaser may deem appropriate for the purpose of: (i) collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Purchased Assets; (ii) defending or compromising any claim or proceeding against a third party (excluding any Seller or any Affiliate thereof) relating to any of the Purchased Assets or any of the Assumed Liabilities; or (iii) otherwise carrying out or facilitating any of the Transactions. The power of attorney referred to in the immediately preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of such Seller. In addition, from and after the Closing, if Purchaser or any Seller identifies, as applicable, (i) any asset held by such Seller that is a Purchased Asset hereunder or (ii) any asset held by Purchaser or any of its Affiliates that is an Excluded Asset hereunder (in each case, a "Wrong Pocket Asset"), such Party shall promptly notify the other Party. As soon as reasonably practicable following receipt of such notification, (A) if the Wrong Pocket Asset is a Purchased Asset and is held by such Seller, then such Seller will transfer, or procure the transfer of, and Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) will accept

the transfer of, the applicable Wrong Pocket Asset to Purchaser (or such Affiliate of Purchaser), and (B) if the Wrong Pocket Asset is an Excluded Asset and is held by Purchaser or any of its Affiliates, then Purchaser or such Affiliate of Purchaser will transfer, or procure the transfer of, and such Seller will accept the transfer of, the applicable Wrong Pocket Asset to such Seller, in each case, for no additional consideration.

(b) In furtherance of Section 2.4(a), each Seller shall use commercially reasonable efforts to maintain its corporate or limited liability company existence for a period of six (6) months following the Closing Date (the "Transition Period") in order to comply with the terms and covenants set forth in this Agreement and to ensure an orderly winding up of each Seller entity.

(c) From and after the Closing, none of the Sellers shall, and each Seller shall cause its Affiliates not to, use the names "Patron Technology", "PatronManager", "Showclix", "Ticketleap", "SeatAdvisor", "GreenCopper Publishing", "PT Fan", "PT Fan Engagement", "PT Event Management", "Fish Technologies", "Ticketbooth", "Token Systems", "Audiencetools", "GrowTix" or any other name used in connection with the Business or the Purchased Assets or any abbreviation related thereto, and the rights to do so shall be exclusively Purchaser's. Promptly, but in any event no later than thirty (30) days, following the Closing, the Sellers shall amend their Organizational Documents and file such other document as are necessary to change their respective names and, as applicable, shall cause the names of each of their Affiliates and subsidiaries, in each case so as to cease using any name previously used in connection with the Business or the Purchased Assets or any abbreviation related thereto. During the Transition Period, each Seller shall cease using such names in any communications or other dealings with Third Parties except as reasonably required in order to comply with Sellers' obligations under this Agreement or in connection with the winding up of each Seller entity.

(d) If and to the extent that the sale, transfer or assignment of any Purchased Asset would be a violation of applicable Law or require the Consent of a Third Party or a Governmental Body that has not been obtained as of the Closing (the "Delayed Transfer Assets"), then, notwithstanding any other provision hereof, the sale, transfer or assignment of such Delayed Transfer Asset shall be automatically deferred and will not occur until all such legal impediments are removed or such Consents have been obtained. Notwithstanding the foregoing, any Delayed Transfer Asset will still be considered a Purchased Asset and the Seller retaining such Delayed Transfer Asset will thereafter hold such Delayed Transfer Asset in trust for the benefit, insofar as reasonably possible, of Purchaser (at Purchaser's sole cost and expense) until such Delayed Transfer Asset can be transferred pursuant to the terms hereof. During the Transition Period, Purchaser and each Seller shall use their respective commercially reasonable efforts, at Purchaser's sole cost and expense, to remove any such legal impediments or obtain any such Consent with respect to any Delayed Transfer Asset. When and if any such legal impediments are removed or Consent is obtained, to the extent permitted by applicable Law and the terms of the applicable Delayed Transfer Asset, the sale, transfer and assignment of such Delayed Transfer Asset shall become effective automatically as of the date hereof, without further action on the part of any Party. No Seller nor any of its Affiliates shall be required to incur any expenses or Liabilities or provide any financial accommodation or to remain secondarily or contingently liable for any

Assumed Liability to obtain such Consent; provided, however, that during the Transition Period, each Seller shall, at the sole cost and expense of Purchaser, use commercially reasonable efforts to preserve the value of any Delayed Transfer Assets and cooperate with Purchaser to develop and implement arrangements to place Purchaser, insofar as reasonably possible and to the extent not prohibited by applicable Law or the relevant Contract, in the same position as if such Delayed Transfer Asset had been sold, transferred and assigned as contemplated hereby such that all of the benefits and burdens relating to such asset, including possession, use, risk of loss, potential for gain, any Tax liabilities in respect thereof and dominion, control and command over such Delayed Transfer Asset, are to inure from and after the Closing to Purchaser (or an Affiliate of Purchaser) to be designated by Purchaser).

(e) At the Closing, Sellers shall transfer all Customer Cash and all Restricted Cash held by any Seller at the Measurement Time to an account or accounts designated by Purchaser prior to the Closing Date. From and after the Closing, (i) if Purchaser receives Cash and Cash Equivalents arising from any of the Excluded Assets, Purchaser shall hold such amounts in trust for, and for the benefit of, Sellers, and Purchaser shall assign, transfer and pay such amounts to Seller by promptly (and in any event with three (3) business days of receipt by Purchaser) transferring such Cash and Cash Equivalents into an account specified by Sellers, for no additional consideration, and (ii) if any Seller receives Cash and Cash Equivalents arising from any of the Purchased Assets, such Seller shall hold such amounts in trust for, and for the benefit of, Purchaser, and such Seller shall assign, transfer and pay such amounts to Purchaser by promptly (and in any event with three (3) business days of receipt by Purchaser) transferring such Cash and Cash Equivalents into an account specified by Purchaser, for no additional consideration.

(f) From and after the Closing, each Party will cooperate with, and will afford the other Party and its representatives reasonable access, during normal business hours, to the books and records of such other Party in respect of the Business other than Privileged Communications (and will permit such Persons to examine and copy such books and records to the extent reasonably requested by such Person) and will cause the directors, officers and employees of such Party to furnish all information in respect of the Business reasonably requested by such Party in connection with financial reporting and Tax matters (including financial and Tax audits and Tax contests), third-party litigation (other than Privileged Communications), the Excluded Assets and the Excluded Liabilities or the Purchased Assets and Assumed Liabilities, as applicable, and other similar business purposes. Neither Party will destroy or dispose of any such books and records for a period of seven (7) years after the Closing without providing the other Party thirty (30) days' prior written notice, and if thereafter such Party proposes to destroy or dispose of any such books and records, such Party will offer first in writing to surrender any such books and records to the other Party at such other Party's sole cost and expense.

(g) From and after the Closing, each Seller will not, directly or indirectly, and will cause its Affiliates not to, take any action that is designed or intended to have the effect of discouraging any licensor, customer, supplier, or other business relation of the Business from maintaining the same business relationships with Purchaser and its Affiliates after the Closing as it maintained with the Business prior to the Closing.

(h) Except to the extent legally required to comply with the terms of this Agreement, any Law, rule or regulation applicable to the winding up of the business and affairs of Sellers or any Tax Law, from and after the Closing, each Seller will, and will cause its Affiliates to, hold in confidence and not disclose to any Person or use for any reason any information concerning the Business, the Sellers, this Agreement or the Transactions ("Confidential Information"). If any Seller is requested or required pursuant to written or oral question or request for information or documents in any Proceeding, interrogatory, subpoena, civil investigation demand or similar process to disclose any Confidential Information, then such Seller will notify Purchaser promptly of such request or requirement so that Purchaser may seek an appropriate protective order or waive compliance with the provisions of this Section 2.4(h). If, in the absence of a protective order or the receipt of a waiver hereunder, such Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, then such Seller may disclose the Confidential Information to the tribunal; provided, however, that such Seller shall first use commercially reasonable efforts to obtain an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Purchaser shall designate.

(i) From and after the Closing, in the event and for so long as Purchaser or any of its Affiliates actively is contesting or defending against any Proceeding in connection with any fact, situation, circumstance, action, failure to act, or transaction that occurred or existed on or prior to the Closing Date involving the Purchased Assets or Assumed Liabilities, each Seller will cooperate with Purchaser and its counsel, at Purchaser's sole cost and expense, in the contest or defense thereof and provide such testimony and access to such Seller's books and records as shall be necessary in connection with the contest or defense thereof.

(j) The Parties intend that, at all times after the Closing, Purchaser will have the right in its discretion to assert or waive any attorney work-product protections, attorney-client privileges and similar protections and privileges relating to the Purchased Assets and Assumed Liabilities.

2.5 Bulk Sales Laws. Purchaser hereby acknowledges that Sellers will not comply with any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser whether pursuant to this Agreement or the Collateral Purchase Agreement and waives compliance by Sellers with the requirements and provisions thereof.

2.6 AS IS, WHERE IS SALE; DISCLAIMER.

(a) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, PURCHASER ACKNOWLEDGES AND AGREES THAT NO SELLER IS MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN BY SELLERS IN ARTICLE V HEREOF (AS MODIFIED BY THE SCHEDULES, AS SUPPLEMENTED OR AMENDED) OR IN ANY OTHER TRANSACTION DOCUMENT, AND PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE

REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE V HEREOF OR IN ANY OTHER TRANSACTION DOCUMENT, THE APA PURCHASED ASSETS ARE BEING TRANSFERRED BY SELLERS AND THE COLLATERAL IS BEING TRANSFERRED BY THE AGENT ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL, OF ANY KIND, NATURE OR DESCRIPTION, BY ANY SELLER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES. ANY CLAIMS PURCHASER MAY HAVE FOR BREACH OF REPRESENTATION OR WARRANTY SHALL BE BASED SOLELY ON THE REPRESENTATIONS AND WARRANTIES OF SELLERS SET FORTH IN ARTICLE V HEREOF (AS MODIFIED BY THE SCHEDULES, AS SUPPLEMENTED OR AMENDED) OR THE REPRESENTATIONS AND WARRANTIES OF ANY OTHER PERSON IN ANY OTHER TRANSACTION DOCUMENT. PURCHASER FURTHER REPRESENTS AND AGREES (I) THAT NONE OF SELLERS, ANY OF THEIR AFFILIATES, OR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE SELLERS, THE BUSINESS OR THE TRANSACTIONS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, (II) PURCHASER, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS AND (III) THAT NO SELLER HAS BEEN OR WILL BE, NOR WILL ANY OF ITS AFFILIATES OR ANY OTHER PERSON HAVE BEEN OR WILL BE, SUBJECT TO ANY LIABILITY TO PURCHASER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OR PURCHASER'S USE OF, ANY INFORMATION, INCLUDING ANY CONFIDENTIAL MEMORANDA OR REPORTS DISTRIBUTED ON BEHALF OF SELLERS RELATING TO THE BUSINESS OR THE PURCHASED ASSETS OR OTHER PUBLICATIONS OR DATA ROOM INFORMATION PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, OR ANY OTHER DOCUMENT OR INFORMATION IN ANY FORM WHETHER WRITTEN OR ORAL PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES IN CONNECTION WITH THE SALE OF THE BUSINESS OR THE PURCHASED ASSETS, WHETHER BY THE SELLERS OR THE AGENT, AND THE TRANSACTIONS. PURCHASER ACKNOWLEDGES THAT IT HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION OF THE BUSINESS AND THE PURCHASED ASSETS AND IN MAKING THE DETERMINATION TO PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE COLLATERAL PURCHASE AGREEMENT AND THE UCC SALE NOTICE, PURCHASER HAS RELIED ON THE RESULTS OF ITS OWN INDEPENDENT INVESTIGATION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN AND THE OTHER TRANSACTION DOCUMENTS AND NOT ON ANY OTHER REPRESENTATIONS OR WARRANTIES OF SELLERS, ANY OF THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES NOT SET FORTH HEREIN OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE

CONTRARY, THIS SECTION 2.6 WILL NOT, AND WILL NOT BE DEEMED OR CONSTRUED TO, WAIVE, LIMIT OR OTHER MODIFY OR RELEASE ANY RIGHT OR CLAIM OF PURCHASER, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES AGAINST SELLERS OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR OR REGARDING FRAUD, FRAUDULENT INDUCEMENT AND/OR INTENTIONAL OR NEGLIGENT MISREPRESENTATION HEREUNDER.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE V HEREOF (AS MODIFIED BY THE SCHEDULES) OR ANY OF THE OTHER TRANSACTION DOCUMENTS, EACH SELLER HEREBY EXPRESSLY (I) DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS OR THE ASSETS OF THE SELLERS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS) AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ANY SELLER OR ANY OF ITS AFFILIATES). EACH PARTY AGREES THAT THE DISCLOSURE OF ANY MATTER OR ITEM IN ANY SCHEDULE SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGEMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD BE REASONABLY LIKELY TO RESULT IN A SELLER MATERIAL ADVERSE EFFECT.

ARTICLE III

CONSIDERATION

3.1 Consideration and Closing Payment Determination. The consideration for the APA Purchased Assets (the "Purchase Price") shall comprise (i) the assumption of the Assumed Liabilities plus (ii) the payment of the Retention Bonus Amount plus (iii) the payment of the Paid PTO Liability Amount. At the Closing, an aggregate amount equal to the Retention Bonus Amount and the Paid PTO Liability Amount shall be paid and delivered by Purchaser to Sellers by wire transfer to one or more accounts designated to Purchaser in writing by Sellers prior to the Closing Date, for subsequent payment by the applicable Seller or to reimburse the applicable Seller for payment, through its payroll system and subject to applicable withholdings, to the applicable employee entitled to such Retention Bonus and/or Paid PTO Liability as set forth on Schedule 3.1(A) and Schedule 3.1(B), respectively. Notwithstanding anything to the contrary herein, Purchaser shall be entitled to deduct and withhold from any amounts payable pursuant to this

Agreement to the Sellers that are required under the Internal Revenue Code or any applicable law to be deducted and withheld, and, to the extent that any amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE IV

CLOSING

4.1 Closing Date. The closing of the purchase and sale of the APA Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") shall be deemed to take place at the offices of Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (or at such other place as Sellers and Purchaser may designate in writing) on the Effective Date immediately following the closing of the transactions contemplated by Collateral Purchase Agreement, by Purchaser executing and delivering this Agreement to Sellers and Sellers executing and delivering this Agreement to Purchaser, unless another time or date, or both, are agreed to in writing by the Parties. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser:

(a) an officer certificate attaching and certifying the (i) Organizational Documents of each Seller, (ii) resolutions of the board of directors or managers and, to the extent required by applicable law, the stockholders or members of each Seller authorizing the execution and delivery of this Agreement and the consummation of the purchase and sale of the APA Purchased Assets contemplated hereby, and (iii) the incumbency of the Persons signing this Agreement and the other Transaction Documents, as applicable;

(b) duly executed bills of sale in the form of Exhibit A (the "Bills of Sale");

(c) duly executed assignment and assumption agreements in the form of Exhibit B (the "Assignment and Assumption Agreements");

(d) duly executed trademark assignment agreements in the form of Exhibit C (the "Trademark Assignments"), which shall include the trademarks set forth on Schedule 4.2(d);

(e) duly executed domain name assignment agreements in the form of Exhibit D (the "Domain Name Assignments"), which shall include the domain names set forth on Schedule 4.2(e);

(f) reserved;

(g) the third party consents set forth on Schedule 4.2(g);

(h) a duly executed joint written instruction in the form of Exhibit E (the "Joint Written Instruction"), directing the Escrow Agent to release the Deposit in accordance with instructions set forth therein; and

(i) a certificate from the Company, in form and substance reasonably satisfactory to Purchaser and as prescribed by Treasury Regulations promulgated under Code section 1445, stating that the Company is not a "foreign person" within the meaning of Code section 897 and Treasury Regulation 1.1445-2(b)(2).

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Sellers:

(a) the Retention Bonus Amount and the Paid PTO Liability Amount, in immediately available funds, in each of the amounts and to the accounts set forth in Section 3.1;

(b) an officer certificate attaching and certifying the (i) Organizational Documents of Purchaser, (ii) resolutions of the board of directors and the sole stockholder of Purchaser authorizing the execution and delivery of this Agreement and the consummation of the and the consummation of the purchase and sale of the APA Purchased Assets contemplated hereby, and (iii) the incumbency of the Persons signing this Agreement and the other Transaction Documents, as applicable;

(c) executed counterparts of the Bills of Sale;

(d) executed counterparts of the Assignment and Assumption Agreements;

(e) executed counterparts of the Trademark Assignments;

(f) executed counterparts of the Domain Name Assignments; and

(g) an executed counterpart of the Joint Written Instruction.

4.4 Designation of Affiliate by Purchaser. Prior to the Closing, upon at least one (1) day prior written notice to the Company, Purchaser may designate an Affiliate of Purchaser to acquire all or part of the APA Purchased Assets at the Closing and/or assume all or part of the Assumed Liabilities at the Closing, in which event all references to "Purchaser" herein shall be deemed to refer to Purchaser and/or such Affiliates, as applicable; provided, however, that no such designation shall in any event limit or affect the obligations of Purchaser under this Agreement to the extent not performed by such Affiliate(s).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers, jointly and severally, hereby represent and warrant to Purchaser that, except as set forth in the Schedules:

5.1 Organization and Good Standing. Each Seller is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or authorized to do business and is in good standing under the laws of each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Seller Material Adverse Effect.

5.2 Authorization of Agreement. Each Seller has all necessary power, and authority to execute and deliver the Seller Documents, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by each Seller of this Agreement and the Seller Documents to which such Seller is a party and the consummation of the Transactions have been duly authorized by all necessary limited liability company or corporate action on the part of such Seller. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly and validly executed and delivered by each Seller party thereto and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 No Violations. The execution, delivery and performance by each Seller of this Agreement and the Seller Documents to which such Seller is a party and the consummation of the Transactions will not, with or without notice or the lapse of time, (a) violate the provisions of the Organizational Documents of such Seller, (b) violate any Law or order by which such Seller is bound or to which any of the Purchased Assets or the Business is subject or (c) result in a violation of or conflict with, constitute a default (or give rise to any right of termination, cancellation, payment or acceleration) under, or result in the creation of any Encumbrances upon any of the Purchased Assets under, any of the terms, conditions or provisions of any Contract or Permit to which such Seller is a party or by which any of the Purchased Assets may be bound; except in the cases of clause (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a Seller Material Adverse Effect. The execution, delivery and performance by each Seller of this Agreement and the Seller Documents to which such Seller is a party and the consummation of the Transactions will not require any action by or in respect of, or Consent from

or filing with, any Governmental Body except where the failure to take such action, obtain the Consent or make such filing would not have a Seller Material Adverse Effect.

5.4 Purchased Assets. Except for Permitted Encumbrances and as set forth on Schedule 5.3, (a) Sellers have good and valid title to, or a valid leasehold interest or license in, the APA Purchased Assets and, prior to the transfer of the Collateral to Purchaser (or its designee) pursuant to the Collateral Purchase Agreement, had good and valid title to, or a valid leasehold interest or license in, the Collateral, in each case free and clear of Encumbrances, and (b) at the Closing, Purchaser will be vested with good and valid title to, or a valid leasehold interest or license in, the APA Purchased Assets, and subject to the terms of the Collateral Purchase Agreement and assuming the truth and accuracy of the representations and warranties set forth therein, will be vested with good and valid title to, or a valid leasehold interest or license in, the Collateral. The Purchased Assets will constitute, as of the Closing Date, all of the material properties, rights, interests and other material tangible and intangible assets necessary to enable Purchaser to (i) own and use the Purchased Assets in the manner in which the Purchased Assets are being owned and used immediately prior to the Closing and the consummation of the transactions contemplated by the Collateral Purchase Agreement and (ii) conduct the Business in the manner in which the Business is being conducted immediately prior to the Closing and the consummation of the transactions contemplated by the Collateral Purchase Agreement. All tangible assets and properties which are part of the Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted, suitable and adequate for continued use in the manner in which they are being used immediately prior to the Closing and the consummation of the transactions contemplated by the Collateral Purchase Agreement and adequate to meet all material requirements of the Business as of immediately prior to the Closing and the consummation of the transactions contemplated by the Collateral Purchase Agreement. Other than leasehold interests, none of the APA Purchased Assets constitute interests in real property located in the United States.

5.5 PPP Loan Compliance. The representations, warranties and covenants contained in this Section 5.5 are the only representations, warranties and covenants that the Sellers are making in connection with the PPP Loan Documentation. At the time of its application for each loan extended under the PPP Loan Documentation, Sellers were in all material respects eligible to apply for and to receive such loan and met all requirements of receiving such loan, as promulgated by the U.S. Small Business Administration (“SBA”). In connection with the PPP Loan Documentation, all representations, warranties and certifications of Sellers and their respective officers, directors and employees, if any, to the SBA and/or the lender under the PPP Loan Documentation, as applicable, were, when made, true, complete and accurate in all material respects. Since receiving each loan under the PPP Loan Documentation, Sellers have not taken any action and has not failed to take any required action that could reasonably be expected to cause any such loan or any portion thereof to become ineligible for forgiveness under the Paycheck Protection Program, including terminating or furloughing employees or reducing the compensation of its employees beyond applicable thresholds or expenditure of proceeds of such loans on ineligible expenses or in amounts not in compliance with the requirements of the Paycheck Protection Program for forgiveness of the loans under the PPP Loan Documentation. In furtherance of the foregoing, Sellers have used all loan proceeds under the PPP Loan

Documentation in accordance with The Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and the rules and regulations promulgated thereunder (collectively, the “CARES Act”) or has returned or will return any unused loan proceeds to the lender under the PPP Loan Documentation. Within thirty (30) days following the Closing Date, each of the Sellers party to the PPP Loan Documentation will apply for loan forgiveness under the CARES Act for the loans made under the Loan Documentation. Prior to the Closing Date, Sellers that are party to the PPP Loan Documentation have sought the consent of Citizens Bank, the lender under the PPP Loan Documentation, and within three (3) Business Days after the Closing, the SBA, to the transactions contemplated by this Agreement.

5.6 No Other Representations or Warranties; Schedules. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE V (AS MODIFIED BY THE SCHEDULES) OR IN ANY OTHER TRANSACTION DOCUMENT, NO SELLER MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE SELLERS, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE TRANSACTIONS, AND EACH SELLER DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY ANY SELLER, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. SELLERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has all requisite power and authority to execute and deliver the Purchaser Documents, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement and the Purchaser Documents and the consummation of the Transactions have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including

principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 No Violations. The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Documents to which Purchaser is a party and the consummation of the Transactions will not, with or without notice or the lapse of time, (a) violate the provisions of the Organizational Documents of Purchaser, or (b) violate any Law or order by which Purchaser is bound. The execution, delivery and performance by Purchaser of this Agreement and the Transaction Documents to which Purchaser is a party and the consummation of the Transactions will not require any action by or in respect of, or Consent from or filing with, any Governmental Body, except where the failure to take such action, obtain the Consent or make such filing would not have a material adverse effect on Purchaser's ability to timely consummate the transactions contemplated hereby.

6.4 Financial Capability. Purchaser has sufficient funds available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Transactions.

ARTICLE VII

EMPLOYEES AND EMPLOYEE BENEFITS

7.1 Employment.

(a) Transferred Employees. As of the Closing Date, Purchaser shall offer, or cause to be offered, employment or continued employment, as the case may be, as of the Closing Date, to the Business Employees set forth on Schedule 7.1(a). The Business Employees who accept an offer of employment or continued employment, as the case may be, (including deemed acceptance by continuing to report to work following the Closing Date and any other Business Employees that are absent who accept such offers of employment or continued employment, as the case may be, and become employees of Purchaser or its Affiliate effective as of the date of his or her reinstatement from such absence or the Closing Date, as the case may be) are hereinafter referred to as the "Transferred Employees." Purchaser shall be responsible for all Liabilities arising out of any of Purchaser's offers of employment or continued employment, as the case may be, to the Business Employees set forth on Schedule 7.1(a) that fail to comply with the provisions of this Section 7.1. For all Business Employees that are not Transferred Employees (including Business Employees who do not accept Purchaser's offer of employment that comply with the provisions of this Section 7.1), Sellers shall be liable for any and all Liabilities, including termination, severance, PTO Liability and similar payments, arising out of or in connection with the termination of such Business Employees (the "Terminated Business Employees").

(b) Each Seller hereby waives, for the benefit of Purchaser, its Affiliates and their respective successors and assigns, with effect from and after the Closing, any and all restrictions in any Contract with any of the Transferred Employees relating to (i) non-competition with such Seller or any of its Affiliates or non-solicitation subsequent to termination of employment, or (ii) the maintenance of confidentiality of any information for the benefit of such

Seller or any of its Affiliates, to the extent such non-competition or non-solicitation restriction or confidential information relates to the Purchased Assets, the Assumed Liabilities, the Transferred Employees, the Business or Purchaser's unrestricted enjoyment of the benefits of the Purchased Assets.

(c) Wage Reporting. Purchaser and Sellers agree to utilize, the alternate procedure set forth in Revenue Procedure 2004-53, 2004-2 CB 32, with respect to wage reporting for Transferred Employees.

7.2 Employee Benefits.

(a) Except as otherwise provided in this Article VII and subject to Section 7.2(c) below, Purchaser may, in its sole discretion, by written notice to Seller prior to the Closing Date, elect to assume sponsorship of and Liability under any Benefit Plans (collectively, the "Transferred Plans"). Except with respect to any Transferred Plans, (i) Purchaser shall not assume any of the Benefit Plans or liability for accrued benefits or any other liability under or in respect of any of the Benefit Plans, and (ii) the Transferred Employees shall cease participation in all Benefit Plans as of the Closing Date. Sellers shall retain liability for all Liabilities under or in respect of the Benefit Plans, other than the Transferred Plans.

(b) Purchaser shall be responsible for all Liabilities with respect to Transferred Employees attributable to (i) their accrued and unpaid salary or wages, and (ii) their accrued and unused vacation, sick days, paid time off, personal days or other salary continuation (the "PTO Liability").

(c) Purchaser may, in its sole discretion, assume sponsorship of any or all Benefit Plans intended to qualify under Section 401(a) of the Code (the "Qualified Plans") by written notice to Sellers at least five (5) Business Days prior to the Closing Date. If Purchaser has not exercised its right to assume any or all of the Qualified Plans by such date, either Seller may adopt a resolution terminating any and all Qualified Plans not being assumed by Purchaser immediately prior to the Closing Date and Purchaser shall administer the wind-up of such terminating plans.

ARTICLE VIII

SURVIVAL; REMEDIES

8.1 No Survival of Representations and Warranties or Pre-Closing Covenants; Waiver of Claims. All of representations and warranties in this Agreement, and the covenants, agreements and obligations in this Agreement that are to be performed in full before the Closing, shall not survive the Closing and the consummation of the Transactions and none of the Parties shall have any Liability to each other after the Closing for any breach thereof. Each Party hereby waives in full any breach of, and claims arising out of any other Party's breach of, representations and warranties in this Agreement, and the covenants, agreements and obligations in this Agreement that are to be performed in full before the Closing.

8.2 Injunctive Relief. Each Party agrees that any breach of this Agreement would constitute irreparable harm and damages at law are an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, either Party is entitled to injunctive relief with respect to any such breach, including specific performance of such covenants or obligations or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants or obligations contained in this Agreement. Each Party hereby waives any requirement for the securing or posting of any bond in connection with any such injunctive relief. The rights set forth in this Section 8.2 shall be in addition to any other rights that a Party may have at law or in equity pursuant to this Agreement.

8.3 Remedies Cumulative. All remedies arising out of this Agreement are cumulative and are not exclusive of any other remedies provided by law.

8.4 Cessation of Sellers' Existence. Notwithstanding any provision contained in this Agreement, no provision in this Agreement shall require or necessitate any Seller to remain a validly existing entity after the expiration of the Transition Period or to take any action, perform any obligations, or comply with any terms or covenants set forth in this Agreement after the Transition Period if such Seller's entity existence has been ceased or has been cancelled.

ARTICLE IX

TAXES

9.1 Purchase Price Allocation. Within sixty (60) days following the Closing, Sellers shall deliver to Purchaser an allocation of the Purchase Price and the Assumed Liabilities among the APA Purchased Assets for all purposes (including Tax and financial accounting) (the "Allocation Schedule"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Code. Sellers shall consider in good faith any comments of Purchaser on the Allocation Schedule. Purchaser and Sellers shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) in a manner consistent with the Allocation Schedule.

9.2 Tax Returns. Purchaser shall file or cause to be filed when due (taking into account all extensions properly obtained) all Straddle Period Tax Returns, in a manner consistent with past practice, unless otherwise required by applicable law. Purchaser shall deliver a draft of such Straddle Period Tax Return to the Sellers for the Sellers' review and comment. Purchaser will incorporate all reasonable comments provided by the Sellers and the Sellers shall remit to Purchaser the portion of any Taxes shown as due on such Straddle Period Tax Returns that are allocable to the Pre-Closing Period.

9.3 Audits, Claims and Proceedings. Sellers shall have the right to control the conduct of the defense of any examination, contest, claim or other Proceeding relating to Taxes ("Tax Claim") to the extent relating exclusively to Excluded Taxes; provided, however, that Sellers will not have the right to settle any such Tax Claim if the resolution or determination of such Tax Claim

is reasonably likely to materially adversely affect Purchaser without first obtaining Purchaser's written consent, such consent to not be unreasonably withheld, conditioned or delayed.

9.4 Cooperation. Sellers, on the one hand, and Purchaser, on the other hand, shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining a Liability for Taxes or a right to a refund of, or a credit or prepayment of or against, Taxes, or participating in or conducting any Tax Claim. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Bodies. Any information obtained under this Section 10.3 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any Tax Claim. The Parties shall use commercially reasonable efforts in good faith to eliminate or minimize Transfer Taxes payable on the Closing in connection with the transfer of Purchased Assets in any applicable jurisdiction in a lawful manner, by, among other things and as by way of example, making such applicable elections and taking such steps as may be provided for under the Excise Tax Act (Canada) and its provincial equivalent including, for greater certainty, making the Canada Tax Elections.

ARTICLE X

MISCELLANEOUS

10.1 Expenses and Financial Advisors Fees. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred in connection with the negotiation and execution of, and the performance of its obligations and covenants under, this Agreement and the other Transaction Documents and the consummation of the Transactions, including any fees and expenses owed to any Person who has acted, directly or indirectly, as a broker, finder or financial advisor for such Party in connection with the Transactions; provided, however, that Purchaser shall be responsible for any governmental charges relating to UCC3 filing fees, title recording or filing fees and other amounts payable in respect of transfer filings in connection with the Transactions.

10.2 Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the Annexes, Exhibits and Schedules) or any other Transaction Document, or the negotiation, execution, termination, validity, performance or nonperformance of this Agreement or any other Transaction Document, or the Transactions shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State, without regard to any conflict of laws principles thereof.

10.3 Submission to Jurisdiction; Consent to Service of Process.

(a) Each of the Parties agrees that this Agreement involves at least \$100,000.00 and that this Agreement has been entered into by the parties hereto in express reliance upon 6 Del. C. § 2708. In connection with any litigation arising out of or relating to this Agreement, the

negotiation, execution, delivery, performance or validity of this Agreement, or the Transactions, each of the Parties irrevocably and unconditionally (i) consents to submit to the sole and exclusive jurisdiction of (x) the Court of Chancery of the State of Delaware, if the Court of Chancery of the State of Delaware has subject matter jurisdiction over the matter, (y) the Superior Court of the State of Delaware (provided that, if the requirements for filing in the Complex Commercial Litigation Division of the Superior Court of the State of Delaware (the "Division") may be satisfied, the litigation relating to such matter shall be filed in the Division), if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction over the matter, or (z) any court of the United States located in the State of Delaware, if under applicable law exclusive jurisdiction over the matter is vested in the federal courts; (ii) agrees not to commence any litigation relating thereto except in the court identified in accordance with clause (i) hereof and waives any objection to the laying of venue of any such litigation in such court (and, in the case of sub-clause (y) above, in the Division); and (iii) agrees not to plead or claim in such court that such litigation brought therein has been brought in an inconvenient forum (or, in the case of sub-clause (y) above, shall not be brought in the Division). Each of the Parties agrees, (A) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (B) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, or to fullest extent permitted by applicable Law, in accordance with any method for providing notice under this Agreement in accordance with Section 10.6. Service made pursuant to (A) or (B) above shall have the same legal force and effect as if served upon such party personally within the State of Delaware.

10.4 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, ANY PROVISION HEREOF OR THEREOF OR ANY OF THE TRANSACTIONS.

10.5 Entire Agreement; Amendments and Waivers.

(a) This Agreement and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, which includes the Business and Transactions, and supersedes all of the Parties' prior and contemporaneous agreements, understandings, negotiations, inducements, representations, warranties, covenants or conditions, whether oral, written or electronic, whether express or implied, with respect to that subject matter.

(b) This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by each Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no

delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (c) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (d) when sent by electronic mail, in each case at the following addresses and (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

c/o Patron Technology, Inc.
Patron Technology, Inc.
10900 Perry Hwy, PMB/212
Wexford, PA 15090
Attn: Michael Marty, President and
Morrie Aaron, Chief Restructuring Officer
Email: michael@patrontechnology.com
maaron@mca-financial.com

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

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attention: Daniel J. DeFranceschi and
Mark A. Kurtz
Email: defranceschi@rlf.com
kurtz@rlf.com

If to Purchaser, to:

Nortap Technology Inc.
c/o Vector Capital
One Market Street
San Francisco, CA 94105
Attention: Robert Amen and
Tom Smith
Email: ramen@vectorcapital.com and
tsmith@vectorcapital.com

With a copy to:

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
Attention: Patrick D. Huard
Email: phuard@mofocom

10.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

10.8 Binding Effect; No Third-Party Beneficiaries; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any Third Party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties (by the Company, in the case of a proposed assignment by Purchaser) and any attempted assignment without the required consents shall be void; provided, however, that (a) Purchaser may, without the prior written consent of any Person, assign any of its rights under this Agreement to any Affiliate or successor to Purchaser and (b) either Party may, without the prior written consent of any Person, assign any of its rights under this Agreement to any lender (or agent on behalf of lenders) as collateral security for the obligations of such Party to such lender. No assignment of any obligations hereunder shall relieve the Parties of any such obligations.

10.9 Publicity. Each Party agrees that, on and at all times after the date of this Agreement: (a) no press release or other publicity concerning any of the Transactions shall be issued or otherwise disseminated by it or on its behalf without the prior written consent of the other Parties; and (b) such Party shall continue to keep the terms of this Agreement and the other Transaction Documents strictly confidential; *provided, however*, that the existence and terms of this Agreement and the other Transaction Documents may be disclosed (i) to the extent required by applicable Law so long as, before making such a disclosure and to the extent legally permitted, such Party first notifies the other Parties and gives the other Parties an opportunity to limit such disclosure or seek a protective order and cooperates with the other Parties as reasonably requested, and (ii) to such Party's Affiliates and its and their respective directors, managers, officers, current and prospective equityholders or limited partners, officers, attorneys, accountants, advisors, representatives and agents.

10.10 Non-Recourse. No past, present or future director, officer, employee, agent, advisor or counsel, incorporator, member, manager, partner, creditor, stockholder, interest holder or other non-Seller Affiliate of Sellers shall have any liability under this Agreement or any of the other Transaction Documents whether for any obligations or liabilities of Sellers under this Agreement or the other Transaction Documents or for any claim based on, in respect of, or by reason of, the Transactions, the Transaction Documents or otherwise, unless such Person is a direct party to any such other Transaction Document. Notwithstanding the foregoing, nothing in this Agreement or any other Transaction Document shall, or be deemed or construed to, waive, release or otherwise limit or modify the right of either of the Parties to bring a claim against any Person for or regarding fraud in connection with this Agreement, the other Transaction Documents or the Transactions.

10.11 Counterparts; Electronic Signature and Delivery.

(a) This Agreement and any other Transaction Documents may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

(b) This Agreement and any other Transaction Documents may be signed electronically and any signature on this Agreement or any other Transaction Documents may be transmitted electronically and any such electronic signature or electronic transmission of a signature will constitute an original signature for all purposes. The delivery of copies of this Agreement or other Transaction Documents, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.


10.12 Section Headings, Construction. The headings of sections contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. All references to sections or subsections refer to the corresponding sections and subsections of this Agreement. All words used herein shall be construed to be of such gender or number as the circumstances require. This "Agreement" shall mean this Asset Purchase Agreement as a whole and as the same may, from time to time hereafter, be amended, supplemented or modified. The words "herein," "hereby," "hereof" and "hereto" and words of similar import, refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause or other subdivision hereof, unless otherwise specifically noted. Unless otherwise agreed by the Parties in writing, if an exact time on the Effective Date is needed for when the APA Purchased Assets or the Collateral is transferred, assigned, conveyed and sold to Purchaser by Sellers or the Agent, as applicable, and for when the Assumed Liabilities are assumed by the Purchaser, such time shall be deemed to be 12:01 a.m. (prevailing Eastern time) (the "Measurement Time").

[Signature Page Follows]

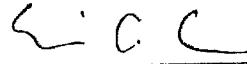
IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first written above.

SELLERS:

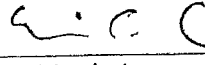
PATRON TECHNOLOGY, INC.

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

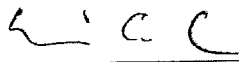
PM PURCHASER, INC.

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

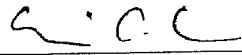
PT MANAGER, LLC

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer


SC EVENT MANAGEMENT, INC.

By:  _____
Name: Morris Aaron
Title: Chief Restructuring Officer


TICKETLEAP, INC.

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

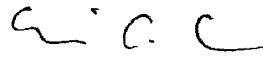
SEATADVISOR, INC.

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

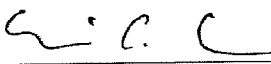
PT FAN ENGAGEMENT INC.

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

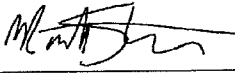
FISH TECHNOLOGIES LLC

By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

PT EVENT MANAGEMENT, INC.


By: 
Name: Morris Aaron
Title: Chief Restructuring Officer

GREENCOPPER PUBLISHING INC.

By: 
Name: Matthew Sherrett
Title: VP, Finance


[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

PATRON TECHNOLOGY CANADA INC.

By: 
Name: Matthew Sherrett
Title: VP, Finance

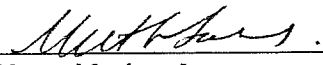
[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

PM TECHNOLOGY CANADA INC.

By: 
Name: Matthew Sherrett
Title: VP, Finance

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

PATRON TECHNOLOGY NEW ZEALAND LTD

By: 
Name: Matthew James
Title: Director

AUDIENCETOOLS PTY LTD

By: *Matthew James*
Name: Matthew James
Title: Director

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TOKEN SYSTEMS PTY LTD

By: *Matthew James*
Name: Matthew James
Title: Director


[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TICKETBOOTH PTY LTD

By: *Matthew James*
Name: Matthew James
Title: Director

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

PATRON TECHNOLOGY AUSTRALIA PTY LTD

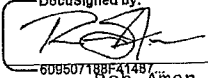
By: 
Name: Matthew James
Title: Director

TICKETBOOTH LIMITED

By: *Matthew James*
Name: Matthew James
Title: Director

PURCHASER:

NORTAP TECHNOLOGY INC.

By:  _____
DocuSigned by:
60950718841487
Name: Rob Amen
Title: President

ANNEX A

SELLER SUBSIDIARIES

<u>Name of Entity</u>	<u>Jurisdiction of Organization or Formation</u>
PM Purchaser, Inc.	Delaware
Patron Technology, Inc.	Delaware
PT Manager, LLC (f/k/a PatronManager, LLC)	Delaware
SC Event Management, Inc. (f/k/a ShowClix, Inc.)	Pennsylvania
Ticketleap, Inc.	Delaware
SeatAdvisor, Inc.	California
PT Fan Engagement Inc.	Florida
Fish Technologies LLC	Delaware
PT Event Management, Inc.	Delaware
Greencopper Publishing, Inc.	Quebec
Patron Technology Canada Inc.	British Columbia
PM Technology Canada Inc.	British Columbia
Ticketbooth Limited	United Kingdom
Patron Technology Australia Pty Ltd	Australia
Ticketbooth Pty Ltd	Australia
Token Systems Pty Ltd	Australia
Audiencetools Pty Ltd	Australia
Patron Technology New Zealand Ltd	New Zealand

ANNEX B

DEFINITIONS

"2020 Tax Acts" means The Families First Coronavirus Response Act (Pub. L. 116-127) and the CARES Act and includes any Treasury regulations or other official guidance promulgated under either of the foregoing.

"Accounts Receivable" means (a) all trade accounts receivable, payment intangibles, other accounts and accounts receivable, payment intangibles and other rights to payment from customers of any Seller and the full benefit of all security for such accounts or rights to payment, including all ticket-seller receivables (whether in-transit or otherwise) and trade accounts receivable representing amounts receivable in respect of goods shipped or products or tickets sold or services (including the service of selling tickets and related event amenities, goods or services) rendered to or for customers of any Seller, (b) all other accounts or notes receivable of any Seller and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

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

"Agreement" has the meaning set forth in the introductory paragraph to this Agreement.

"Allocation Schedule" has the meaning set forth in Section 9.1.

"Annexes" means the annexes attached to this Agreement.

"Assignment and Assumption Agreements" has the meaning set forth in Section 4.2(b).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Benefit Plan" means (a) each "employee benefit plan," as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA including foreign plans and plans for directors) and any other employee benefit, health, welfare, dental, disability, life insurance and similar plan, program, policy or arrangement, (b) each stock bonus, stock ownership, stock option, stock purchase, restricted stock, stock appreciation rights, phantom stock, or other stock plan (whether qualified or nonqualified), (c) each bonus or incentive compensation plan, pension, savings, retirement, deferred compensation plan, retiree medical or life insurance, supplemental retirement or severance plans, programs or arrangements, (d) all employment, termination,

severance or other Contracts or agreements with or covering (including eligibility to participate) any Business Employee, and (e) each fringe, voluntary or other benefit program or policy, in each case (i) to which any Seller or any of its ERISA Affiliates is a party, (ii) with respect to which any Seller or any of its ERISA Affiliates has or would reasonably be expected to have any obligation or Liability in respect of the Business Employees or their dependents or beneficiaries, or (iii) that are maintained, contributed to or sponsored by any Seller or any of its ERISA Affiliates for the benefit of the Business Employees or their dependents or beneficiaries.

"Bills of Sale" has the meaning set forth in Section 4.2(a).

"Business" means the business of designing, developing, marketing, licensing, selling and operating end-to-end live event and virtual management platforms and providing box office, ticketing, marketing and development solutions, together with any other business activities currently conducted or proposed to be conducted by any Seller.

"Business Day" means any day of the year on which national banking institutions in New York or San Francisco are open to the public for conducting business (other than Saturday or Sunday) and are not required or authorized to close, and shall be deemed to open at 9:00 a.m. and close at 5:00 p.m. (Prevailing Eastern Time).

"Business Employees" means those individuals who are employed by the Sellers, whether on a full-time or part-time basis, active or inactive, as at the Closing Date.

"CARES Act" has the meaning set forth in Section 5.5.

"Cash and Cash Equivalents" means all of Sellers' cash (including petty cash and checks, drafts and cash received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the Closing Date), checking account balances, bank deposits, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities, in transit cash related to ticket-seller receivables (including arising from tickets sold or the service of selling tickets and related event amenities, goods or services), other cash equivalents and similar cash items, but excluding all Restricted Cash.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

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

"Collateral" has the meaning set forth in the UCC Sale Notice.

"Collateral Documents" has the meaning set forth in the Credit Agreement.

"Collateral Purchase Agreement" means that certain Asset Purchase Agreement and Certificate of Sale, dated as of the date hereof, by and between Western Alliance Bank, in its capacity as Agent, and Purchaser.

"Company" has the meaning set forth in the Preamble.

"Confidential Information" has the meaning set forth in Section 2.4(h).

"Consent" means all consents, waivers, approvals, allowances, authorizations, declarations, filings, recordings, registrations, validations or exemptions and notifications.

"Contract" means any legally binding agreement, contract, indenture, note, bond, loan instrument, guaranty, indemnity, deed, assignment, power of attorney, covenant, lease (including real property lease), license (including any Intellectual Property License) or other agreement, undertaking or commitment, and any amendments, modifications or supplements thereto.

"Credit Agreement" means the Credit Agreement, dated as of June 7, 2019, as amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, among PM Purchaser, Inc., as the borrower, the Company, as holdings, the other Credit Parties (as defined therein) party thereto from time to time, the Lenders and L/C Issuers (each as defined therein) party thereto and Hercules Capital, Inc., as administrative agent for the Lenders and L/C Issuers.

"Current Client Liabilities" means any and all Liabilities for refunds and chargebacks for ticket and related event amenities, goods or services sales to any Person and that arose under any of the Purchased Contracts or any other Contract to which any Seller is a party, in each case prior to the Closing.

"Customer Cash" means all cash of Sellers' customers held for the benefit of such customers by any Sellers, including all such cash held in the Customer Trust Accounts.

"Customer Trust Accounts" means those bank accounts identified on Schedule B-1 under the heading "Customer Trust Accounts", which accounts Sellers use primarily to collect Sellers' customers' cash and hold such cash for the benefit of Sellers' customers.

"Customer and Supplier Operating Accounts" means those bank accounts identified on Schedule B-1 under the heading "Customer and Supplier Operating Accounts", which accounts Sellers use primarily to receive payments from Sellers' customers and suppliers, provided, however, all such Cash and Cash Equivalents in the Customer and Supplier Operating Accounts as of the Measurement Time (other than any Restricted Cash) shall be an Excluded Asset.

"Debtor Relief Laws" means the Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions in effect from time to time.

"Delayed Transfer Assets" has the meaning set forth in Section 2.4(d).

"Deposit" means the good faith deposit of \$2,500,000 deposited or caused to be deposited by Purchaser with the Escrow Agent. Purchaser has deposited or caused to be deposited with Escrow Agent in connection with the Transactions.

"Documents" means all files, documents, electronically stored information in any format or in any medium or other storage device including electronically transmitted written or vocal messages, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, other data or data compilations, technical documentation (e.g., design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (e.g., installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (e.g., sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials owned, leased, licensed or otherwise used, held for use or intended to be used by Sellers, in each case whether or not in electronic form.

"Domain Name Assignments" has the meaning set forth in Section 4.2(e).

"Effective Date" means the date of this Agreement.

"Encumbrances" means any Lien, encumbrance, claim, lease, option, right of first refusal, easement, servitude, trust, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, order, community property interest, impediment, exception, reservation, limitation, impairment, imperfection of title, condition, proxy, option, right of first refusal, preemptive right, voting trust or agreement, transfer restriction under any shareholder or similar agreement or other encumbrance.

"Equity Interests" means capital stock, partnership or limited liability company interests, trust interests or units (whether general or limited), and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity.

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

"ERISA Affiliate" means any entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes Sellers, or that is a member of the same "controlled group" as Sellers pursuant to Section 4001(a)(14) of ERISA; provided, however, that Sellers shall not be considered to be ERISA Affiliates from and after the Closing Date.

"Escrow Agent" means Wilmington Trust, N.A., as escrow agent, under that certain Escrow Agreement, dated as of September 3, 2020, among the Company, Vector Capital V, L.P. and Wilmington Trust N.A., as escrow agent.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Contracts" means those Contracts identified on Schedule B-2 under the heading "Excluded Contracts".

"Excluded Liabilities" means all Liabilities of any Seller or any other Person other than the Assumed Liabilities.

"Excluded Taxes" means any Taxes imposed on or with respect to, arising out of, or relating to, the Purchased Assets, the Assumed Liabilities or the Business for any Pre-Closing Period, including, for the avoidance of doubt, any Taxes of any Seller that would have been due or payable on or prior to the Closing Date but for any provision of the 2020 Tax Acts and that are due and payable by any Seller Company after the Closing Date; provided, however, that Excluded Taxes shall not include any (a) Taxes resulting from any transaction entered into by Purchaser or any of its Affiliates after the Closing, or (b) Transfer Taxes.

"Exhibits" means the exhibits attached to this Agreement.

"Furniture and Equipment" means all equipment, machinery, fixtures, vehicles, spare parts, furniture and other tangible property owned, leased, licensed or otherwise used, held for use or intended to be used by Sellers, including all attachments, appliances, fittings, lighting fixtures, signs, doors, cabinets, partitions, desks, mantels, rolling stock, machines, tools, motors, pumps, screens, plumbing, heating, air conditioning, refrigerators, freezers, refrigerating and cooling systems, racks, ovens, stoves, shelving, carpets, floor coverings, wall coverings, artwork, office equipment, kitchen appliances, Software, Hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, registers, safes, trash containers, meters and scales, combinations, codes and keys, and any other furniture, fixtures, equipment and supplies owned, leased, licensed or otherwise used, held for use or intended to be used by Sellers.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof.

"Governmental Body" means any federal, state, local, provincial, municipal, foreign or other (a) government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commissioner, department, minister, official or entity and any court or other tribunal) or (c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitration tribunal.

"Hardware" means any and all information technology, including computers, mobile devices, servers, facsimile servers, scanners, printers, networks and computer peripherals.

"Intellectual Property License" means any license, sublicense, right, covenant, non-assertion, permission, immunity, consent, release or waiver under or with respect to any intellectual property or intellectual property rights.

"Joint Written Instruction" has the meaning set forth in Section 4.2(h).

"Laws" means all applicable laws, statutes, codes, treaties, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Body and all Debtor Relief Laws.

"Liability" means any debts, losses, liabilities, costs, expenses, damages, claims, Tax, commitments, responsibilities, liability or obligation of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, vested or unvested, accrued or unaccrued, liquidated or unliquidated, or due or to become due and whether or not reflected, or required to be reflected, in such Person's balance sheet or other books and records), and including all costs and expenses relating thereto.

"Liens" means mortgages, hypothecs, deeds of trust, liens, security interests, pledges, hypothecations, or charges.

"Measurement Time" has the meaning set forth in Section 10.12.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice

"Organizational Documents" means (a) the certificate or articles of incorporation or charter documents and bylaws of each Person that is a corporation, (b) the certificate of formation, articles of organization, limited liability company agreements or regulations, as applicable, of each Person that is a limited liability company, (c) the certificates of limited partnership and the agreements of limited partnership of each Person that is a limited partnership, (d) the trust declaration, trust agreement, indenture or other governing instrument for any statutory or common law trust and (e) the memorandum or articles of association, charter, constitution, shareholders agreement, business license or other documentation governing the formation, organization, governance, ownership and existence of any Person organized under the Laws of a jurisdiction other than the United States of America, the District of Columbia or any State of the United States of America.

"Paid PTO Liability" means the PTO Liability that is required by applicable Law to be paid at the Closing to the Transferred Employees and in the respective amounts set forth on Schedule 3.1(B) hereto.

"Paid PTO Liability Amount" means the aggregate amount of Paid PTO Liability as set forth on Schedule 3.1(B) hereto.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Permits" means any approvals, consents, licenses, permits, certificates, franchises, permissions, clearances, registrations, qualifications or other authorizations of a Governmental Body.

"Permitted Encumbrances" means (a) those exceptions to title for the Purchased Assets identified in Schedule 5.3, (b) Encumbrances created by the Collateral Documents that will

be released prior to or at the Closing, (c) statutory Encumbrances for Taxes or other governmental charges or assessments not yet due or delinquent or the validity of which is being contested in good faith by appropriate proceedings, (d) mechanics', materialmen's, carriers', workers', repairers' and other similar liens arising or incurred in the Ordinary Course of Business relating to obligations as to which there is no default on the part of Sellers or the validity of which are being contested in good faith, (e) zoning, entitlement, environmental or conservation restrictions and other land use and environmental regulations imposed by Governmental Bodies, and (f) any Encumbrances arising in the Ordinary Course of business by operation of Law with respect to a liability that is not yet due or delinquent or that is being contested in good faith by a Seller.

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

"Personal Information" means information related to an identified or identifiable individual, household or device (such as name, address, telephone number, email address, financial account number, Social Security number, government-issued identifier, online identifier, IP address, and any other information used or intended to be used to directly or indirectly identify, contact or precisely locate an individual, household or device).

"PPP Loan Documentation" means each of (i) the Paycheck Protection Note, dated as of August 7, 2020, between Ticketleap, Inc. and Citizens Bank N.A., (ii) the Paycheck Protection Note, dated as of August 6, 2020, between PT Manager, LLC and Citizens Bank N.A., (iii) the Paycheck Protection Note, dated as of August 6, 2020, between SC Event Management, Inc. and Citizens Bank N.A., and (iv) the Paycheck Protection Note, dated as of August 6, 2020, between PT Fan Engagement Inc. and Citizens Bank N.A.

"Preamble" means the preamble of this Agreement.

"Pre-Closing Period" means any taxable period ending on or prior to the Closing Date.

"Private Sale" has the meaning set forth in the recitals to this Agreement.

"Privileged Communications" means any attorney-client communications, confidences, files, work product or other communications related to the Seller Engagements.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"PTO Liability" has the meaning set forth in Section 7.2(b).

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" means, collectively, the APA Purchased Assets and the Collateral sold to Purchaser under the Collateral Purchase Agreement.

"Purchased Contracts" means all Contracts to which any Seller is a party, including outstanding purchase orders or other Contracts relating to the provision of services or the sale of products by any Seller. For the avoidance of doubt, the term "Purchased Contracts" does not include any Excluded Contracts.

"Purchased Intellectual Property" means the following intellectual property, and any and all rights relating to, arising from, or associated with any such intellectual property, of any of the Sellers, anywhere in the world, whether statutory, common law or otherwise: (a) technology, formulae, algorithms, procedures, processes, methods, techniques, systems, know-how, ideas, creations, inventions, discoveries and improvements (whether patentable or unpatentable and whether or not reduced to practice), (b) specifications, designs, models, devices, prototypes, schematics, manuals and development tools, (c) Software and other works of authorship, copyrights, and registrations and applications for registration thereof, (d) databases and other compilations and collections of data or information, (e) trademarks, service marks, trade names, slogans, domain names, business names, logos, trade dress, and registrations and applications for registrations thereof, (f) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom, (g) Documents, business processes, business techniques, business acquisition plans or new personnel acquisition plans, and all trade secrets and confidential or proprietary information, (h) rights of publicity, (i) any and all accounts, profiles, pages, feeds, registrations and other presences on or in connection with any social media or social networking website or online service, blog or microblog, or mobile application, and (j) tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Documents" means this Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement to which Purchaser is a party or to be executed by Purchaser in connection with the consummation of the Transactions, including the Annexes, Exhibits and Schedules hereto.

"Restricted Cash" means any cash held by third parties to secure contractual obligations of the Company.

"Retention Bonus Amount" means the aggregate amount of the Retention Bonuses as set forth on Schedule 3.1(A) hereto.

"Retention Bonuses" means those retention bonuses payable by the Company in connection with the Transactions in the amounts and to the employees of the Sellers as set forth on Schedule 3.1(A) hereto.

"SBA" has the meaning set forth in Section 5.5.

"Schedules" means the disclosure schedules attached to this Agreement.

"Seller" or "Sellers" has the meaning set forth in the Preamble.

"Seller Documents" means this Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement to which a particular Seller is a party or to be executed by that Seller in connection with the consummation of the Transactions, including the Annexes, Exhibits and Schedules hereto.

"Seller Engagements" means any matters for which any Seller has engaged Richards, Layton & Finger, P.A. or MCA Financial Group, Ltd. in connection with a possible negotiated transaction involving any of Sellers and a Third Party.

"Seller Material Adverse Effect" means a material adverse effect on (i) the Business, operations, assets, properties or condition (financial or otherwise) of Sellers taken together as a whole or (ii) the ability of the Sellers to timely perform their obligations under this Agreement or to consummate the Transactions; provided, however, that, solely with respect to the foregoing clause (i), in determining whether a Seller Material Adverse Effect has occurred, there shall not be taken into account any effect resulting from (a) any change in economic or business conditions generally, financial markets generally or in the industry or markets in which any Seller operates or is involved, (b) any change in general legal, regulatory or political conditions, including any commencement, continuation or escalation of war, material armed hostilities or terrorist activities or other material international or national calamity, international or national civil unrest, or act of terrorism directly or indirectly involving or affecting the United States, (c) any domestic or global pandemic, including the Global COVID-19 pandemic, (d) any changes in accounting rules or principles (or any interpretations thereof), including changes in GAAP, or any related Laws, in each case after the date hereof, (e) any actions expressly required to be taken pursuant to and in accordance with this Agreement or any other Transaction Document, or (f) any failure to meet any internal or public forecasts, projections, predictions, guidance, estimates, milestones or budgets (provided that any underlying cause for such failure shall not be excluded solely by operation of this clause); provided, however, that in the case of clauses (a) through (d), only to the extent any such effect does not have a materially disproportionate adverse impact on the Business relative to other Persons in the industries and locations in which the Business operates.

"Straddle Period Tax Return" mean a Tax Return for any taxable year or period beginning on or before and ending after the Closing Date.

"Software" means any and all (a) computer programs and other software, including firmware, and including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, including libraries, frameworks, software development kits and tools, application programming interfaces, subroutines and other components thereof, (b) databases and compilations, including any and all data and collections of data or information included in such databases or compilations, whether machine readable or otherwise, (c) screens, user interfaces, command structures, report formats, templates, menus, buttons and icons relating to any of the foregoing, (d) descriptions, schematics, flow charts and other work product used to design, plan, organize and develop any of the foregoing and (e) all

documentation, user manuals and training materials, including developmental, diagnostic, support, user and training documentation, relating to any of the foregoing, owned, leased, licensed or otherwise used, held for use or intended to be used by Sellers.

"Seller Subsidiaries" has the meaning set forth in the Preamble.

"Taxes" means all federal, state, provincial, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, goods and services, harmonized sales, provincial sales, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, pension plan contributions, employment insurance, employer health tax, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees and assessments of any kind whatsoever, and any interest, penalty or, addition to tax or additional amount with respect thereto, that are imposed, assessed or collected by any Governmental Body, and any liability for payment of the foregoing amounts as a transferee or successor.

"Tax Claim" has the meaning set forth in Section 9.2.

"Tax Return" means any return, declaration, report, disclosure, statement, information statement, worksheet, schedule and any other document filed, required to be filed or required to be prepared (including any documentation required to be prepared in connection with any applicable transfer pricing law) with respect to Taxes, including any claims for refunds of Taxes and any amendments or supplements to any of the foregoing.

"Terminated Business Employees" has the meaning set forth in Section 7.1(a).

"Third Party" means a Person that is not a party to this Agreement.

"Trademark Assignments" has the meaning set forth in Section 4.2(d).

"Transaction Documents" means this Agreement, the Collateral Purchase Agreement, each of other agreements, instruments and certificates required by this Agreement to be delivered pursuant to Article IV as conditions to Closing, the Seller Documents and the Purchaser Documents.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Transfer Taxes" any sales, use, stamp, documentary, value added, goods and services, filing, recording, transfer or similar Taxes (including any real property transfer Taxes, UCC3 filing fees, real estate, aircraft and motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, and including any interest or penalty thereon) payable in connection with the Transactions.

"Transferred Employees" has the meaning set forth in Section 7.1(a).

"Transferred Plans" has the meaning set forth in Section 7.2(a).

"Transition Period" has the meaning set forth in Section 2.4(b).

"UCC Sale Notice" has the meaning set forth in the recitals to this Agreement.

"WARN Laws" means Worker Adjustment and Retaining Notification Act, 29 U.S.C. § 21.01 et seq., and any other similar provision of any Law governing plant closings or mass layoffs.

"Wrong Pocket Asset" has the meaning set forth in Section 2.4(a).

Schedule B-1

Customer Trust Accounts and Customer and Supplier Operating Accounts

Customer Trust Accounts

No.	Custodian	Account Name	Account Number
1	Bank of America	PatronManager, Client Routing (BOA x7574)	[REDACTED]
2	Bank of America	PatronManager, Merchant (PayPal BizOps)	[REDACTED]
3	TriState Capital	ShowClix, Ticket Seller (Tri-State)	[REDACTED]
4	PayPal	ShowClix, Merchant (PayPal)	[REDACTED]
5	Citizens Bank	TicketLeap, Ticketing (Citizens)	[REDACTED]
6	PayPal	TicketLeap, Merchant (PayPal)	[REDACTED]
7	Bankwest	Ticketbooth Pty Ltd, Ticket Deposits x0410	[REDACTED]
8	Bankwest	Ticketbooth Pty Ltd, High Interest - Stripe	[REDACTED]
9	Bankwest	Ticketbooth Pty Ltd, Ticket Deposits - 3D Secure	[REDACTED]
10	Bankwest	Ticketbooth Pty Ltd, High Interest - Cambo	[REDACTED]
11	Bankwest	Ticketbooth Pty Ltd, Biz High Int. - RBG	[REDACTED]
12	Bankwest	Ticketbooth Pty Ltd, Biz High Int. - CoGG	[REDACTED]
13	Commonwealth Bank of Australia	Ticketbooth Pty Ltd, Biz Trans. - EFTPOS	[REDACTED]
14	Bankwest	Ticketbooth Pty Ltd, Biz High Int. - Merivale	[REDACTED]
15	Bankwest	Ticketbooth Pty Ltd, Biz High Int. - Sacred	[REDACTED]
16	PayPal	Ticketbooth Pty Ltd, PayPal Account (AUD)	[REDACTED]
17	Barclays Bank PLC	Ticketbooth Ltd, Deposits (GBP)	[REDACTED]
18	Barclays Bank PLC	Ticketbooth Ltd, Deposits (EUR)	[REDACTED]
19	Royal Bank of Canada	Showclix-Canada, RBC 103-365-3, TicketSeller	[REDACTED]
20	TriState Capital	Growtix, Ticket Seller (x8981)	[REDACTED]

Customer and Supplier Operating Accounts

No.	Custodian	Account Name	Account Number
1	Western Alliance Bank	PM Purchaser Inc - Business MMA	[REDACTED]
2	Western Alliance Bank	PM Purchaser Inc - Operating	[REDACTED]
3	TriState Capital	PT Event Management Operating	[REDACTED]
4	TriState Capital	PT Fan Engagement	[REDACTED]
5	TriState Capital	Showlix Inc Operating	[REDACTED]
6	Bank of America	PATRONMANAGER Day-to-day	[REDACTED]
7	Bank of America	PATRONMANAGER LLC Payroll ZBA	[REDACTED]

8	Bank of America	Fish Technologies LLC	[REDACTED]
9	Citizens Bank	Ticketleap Inc.	[REDACTED]
10	Citizens Bank	SeatAdvisor Inc, Free Checking	[REDACTED]
11	Citizens Bank	Fish Technologies LLC, Free Checking	[REDACTED]
12	Citizens Bank	PT Event Management Inc, Free Checking	[REDACTED]
13	US Bank	SA Operating	[REDACTED]
14	Royal Bank	LES EDITIONS GREENCOPPER INC. GREENCOPPER PUBLISHING	[REDACTED]
15	Toronto Dominion Bank	PM TECHNOLOGY CANADA INC., CURRENT ACCOUNT	[REDACTED]
16	Commonwealth Bank	Ticketbooth Pty Ltd	[REDACTED]
17	Commonwealth Bank	Token Systems Pty Ltd	[REDACTED]
18	National Bank	LES EDITIONS GREENCOPPER INC., Compte international EUR	[REDACTED]
19	Royal Bank	LES EDITIONS GREENCOPPER INC., Business Current Account	[REDACTED]
20	Royal Bank	PM TECHNOLOGY CANADA INC., RBC Digital Choice Business TM account	[REDACTED]
21	Royal Bank	Patron Technology Canada Inc., RBC Flex Choice Business TM account	[REDACTED]
22	Royal Bank	Patron Technology Canada Inc., Business Current Account	[REDACTED]
23	Barclays	Ticketbooth Ltd, Operating Account	[REDACTED]
24	ANZ Bank	audiencetools Pty Ltd, Operating Account	[REDACTED]
25	ANZ New Zealand	PT New Zealand, Business Current Account	[REDACTED]
26	National Bank	LES EDITIONS GREENCOPPER INC., COMPTE COURANT CANADIEN	[REDACTED]
27	US Bank	SeatAdvisor, Operating (US Bank)	[REDACTED]
28	ANZ Bank New Zealand	PT New Zealand, Business Current Account	[REDACTED]

Schedule B-2

Excluded Contracts

No.	Description / Counterparty Name	Date (if available)
1	\$90,000,000 CREDIT FACILITY CREDIT AGREEMENT Dated as of June 7, 2019 by and among PM PURCHASER, INC. as the Borrower, THE OTHER PERSONS PARTY HERETO THAT ARE DESIGNATED AS CREDIT PARTIES, HERCULES CAPITAL, INC., for itself, as a Lender, as a Joint Lead Arranger and as Agent for all Lenders, WESTERN ALLIANCE BANK, as a Lender and a Joint Lead Arranger and THE OTHER FINANCIAL INSTITUTIONS PARTY HERETO as Lenders.	June 7, 2019
2	First Amendment to Credit Agreement between PM Purchaser, Inc., Patron Technology, Inc., Patronmanager, LLC, Showclix, Inc., Ticketleap, Inc. Seatadvisor, Inc., PT Fan Engagement, Inc., Fish Technologies, LLC, Hercules Capital, Inc. and Western Alliance Bank.	July 23, 2020
3	GUARANTY AND SECURITY AGREEMENT Dated as of June 7, 2019 among PM PURCHASER, INC., as Borrower and Grantor and PATRON TECHNOLOGY, INC., PATRONMANAGER, LLC, SHOWCLIX, INC, TICKETLEAP, INC., SEATADVISOR, INC., PT FAN ENGAGEMENT INC., and FISH TECHNOLOGIES LLC as Grantors and Each Other Grantor From Time to Time Party Hereto and HERCULES CAPITAL, INC., as Agent.	June 7, 2019
4	Paycheck Protection Note in the amount of \$207,800.00 between Citizens Bank N.A. as lender and PT FAN ENGAGEMENT INC. as borrower (SBA Loan # 3944028204).	August 6, 2020
5	Paycheck Protection Note in the amount of \$315,000.00 between Citizens Bank N.A. as lender and PT MANAGER LLC as borrower (SBA Loan # 3941108209).	August 6, 2020
6	Paycheck Protection Note in the amount of \$997,800.00 between Citizens Bank N.A. as lender and SC EVENT MANAGEMENT INC. as borrower (SBA Loan # 3926678207).	August 6, 2020
7	Paycheck Protection Note in the amount of \$124,700.00 between Citizens Bank N.A. as lender and TICKETLEAP, INC. as borrower (SBA Loan # 4493488207).	August 7, 2020
8	Investment banking and financial advisory services agreement between Huron Transaction Advisory LLC and Patron Technology, Inc.	June 5, 2020
9	Any Contract between any Seller, on the one hand, and any financial, legal or other advisor, including restructuring officers or advisors, engaged by or on behalf of any Seller, on the other hand, in connection with or otherwise relating to the Transactions, including any Seller Engagements.	
10	Voting Agreement between Patron Technology, Inc. and Providence Strategic Growth II, L.P., PSG II-A PM, L.P. and PSG III Warehouse, LLC.	November 1, 2017

11	Amendment to the Voting Agreement between Patron Technology, Inc. and Providence Strategic Growth II, L.P., PSG II-A PM, L.P. and PSG III Warehouse, LLC.	December 28, 2018
12	Stock Purchase Agreement between PSG PATRON AGGREGATOR L.P., PATRON TECHNOLOGY, INC., PT Holdco 1 LLC, PT Holdco 2 LLC, and PT Holdco 3 LLC.	July 30, 2020
13	Any other Contract related to the equity securities of any Seller or any obligations, evidences of indebtedness or other securities or interests directly or indirectly convertible, exercisable or exchangeable into equity securities of any Seller.	
14	Lease Agreement by and between Thuzi Investments I, LLC and PT Fan Engagement Inc.	August 15, 2018
15	Lease Agreement dated August 3, 2011, by and between Centre City Partners, L.P. and ShowClix, Inc., as amended by the First Amendment, dated August 22, 2011, Second Amendment, dated May 29, 2015, Third Amendment, dated August 29, 2017, and Fourth Amendment, dated January 14, 2019.	January 14, 2019
16	Balboa Park Plaza Lease by and between C&S Investments and Patron Technology, Inc.	July 4, 2018
17	Office Lease by and between JB Bent Tree, LP and Fish Technologies, LLC.	June 1, 2016
18	Any Contract under which the consummation of the Transactions (either alone or in conjunction with any other event) could result in or trigger any payment or benefit, increase any payments or benefits or result in any acceleration of the time of payment, funding or vesting of any such payments or benefits, to or for the benefit of any current or former director, employee or other service provider (or their dependents or beneficiaries) of any Seller.	
	Any Contract with the following counterparties:	
19	Airwatch	
20	Alert Logic	
21	Antoinette M Tease PLLC	
22	ARAMARK COFFEE CO PITTSBURGH	
23	Bell Mobility	
24	Bonusly	
25	CDE Services, Inc.	
26	CloudPay Solutions Inc	
27	Collage HR	
28	Commonwealth Bank	
29	DiviPay	
30	DOMO	
31	Epiq Corporate Restructuring, LLC	
32	Ezidebit	
33	Folk Alliance International	
34	Gimbal BLE Beacon Accounts	

35	Hardynormand & Associes	
36	Humanity	
37	J Francis Investments	
38	JAS Investments II, LLC	
39	Kobiton	
40	KPP III CCT LLC	
41	LA Crowns Development, Inc.	
42	Laurence Associates, LLC	
43	LegalVision ILP Pty Ltd	
44	Logix	
45	Looker Data Sciences, Inc.	
46	Magna5 MS LLC	
47	McInnes Copper	
48	Meraki	
49	Pager Duty	
50	Paypal	
51	Percipio	
52	Phone.com	
53	Pingdom	
54	QRF MEDIA	
55	Rapid Formations	
56	Roadmunk	
57	Robin	
58	Security Systems of America	
59	SME II LLC	
60	Sparkletts & Sierra Springs	
61	Strategic Air Conditioning	
62	Streeter Technologies, Inc.	
63	Stripe	
64	Teco	
65	Telstra Corporation Limited	
66	Toggl	
67	ToneDen,Inc	
68	Transferwise	
69	TriState Captial Visa	
70	Tsheets Time Tracking System	
71	TSYS	
72	US BANK	
73	UTAH MEDIA GROUP	
74	VT Pro Design, Inc	
75	W.B Mason Co.,Inc	
76	Wix	

Schedule 2.1

APA Purchased Assets

On the terms and subject to the conditions set forth in the Agreement, at the Closing, Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) shall purchase, acquire and accept from each Seller, and each Seller shall sell, transfer, assign, convey and deliver to Purchaser (or any Affiliate of Purchaser to be designated by Purchaser), all of such Seller's right, title and interest in and to all of the assets, properties, interests and rights of such Seller (but excluding the Excluded Assets and the Collateral), including:

- (a) all Customer Cash;
- (a) all Accounts Receivable;
- (b) all inventory;
- (c) all Restricted Cash (including all rights relating to deposits (including customer deposits and security deposits for rent, utilities, telephone or otherwise)), prepaid or deferred charges and expenses related to the Purchased Contracts; provided, however, all rights relating to deposits and prepaid charges and expenses paid in connection with or relating to any Excluded Assets shall be Excluded Assets;
- (d) the Furniture and Equipment;
- (e) the Purchased Intellectual Property;
- (f) the Purchased Contracts;
- (g) all Documents that are used, held for use or intended to be used by Sellers, including any Documents (and all Personal Information contained therein) relating to products, services, marketing, advertising, promotional materials, Purchased Intellectual Property, all files, customer files and documents, supplier lists, records, literature and correspondence, but excluding (i) Documents that any Seller is not permitted to transfer pursuant to any contractual confidentiality obligation owed to any Third Party, except to the extent that such contractual confidentiality obligation is pursuant to a Purchased Contract and provided that such Seller makes commercially reasonable efforts to seek any amendments or consents necessary from any Third Party for the transfer of such Documents, and (ii) any Documents exclusively related to any Excluded Assets (collectively, the "Excluded Documents");
- (h) all personnel files of Transferred Employees, to the extent transferable under applicable Law;
- (i) all Permits used in the Business and held in the Sellers' name, to the extent transferable under applicable Law;

(j) all rights under or pursuant to all representations, warranties and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided to, any Seller under any Purchased Contract, other than any representations, warranties and guarantees pertaining to any Excluded Assets;

(k) all third party property and casualty insurance proceeds, and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Purchased Assets;

(l) all goodwill and other intangible assets associated with the Business; and

(m) any rights, claims or causes of action of any Seller against any Person relating to the Purchased Assets or the Assumed Liabilities, including the right to enforce all Purchased Intellectual Property and the right to sue (and seek and retain damages) for infringement, misappropriation or other violation or unlawful use (including past infringement, misappropriation or other violation or unlawful use) of such Purchased Intellectual Property.

Schedule 2.2

Excluded Assets

Excluded Assets shall mean solely the following assets, properties, interests and rights of any one or more of Sellers:

- (a) the Excluded Contracts;
- (b) all Cash and Cash Equivalents as of the Measurement Time, other than Customer Cash and Restricted Cash, and any Cash and Cash Equivalents received by any Seller after the Measurement Time that arise exclusively from any of the Excluded Assets;
- (c) all deposit accounts and other bank or securities accounts, including the Customer Trust Accounts, the Customer and Supplier Operating Accounts and all bank accounts that hold loan proceeds from loans made under the United States Small Business Administration's Paycheck Protection Program established under the CARES Act, but not, for the avoidance of doubt, any Customer Cash or Restricted Cash held therein;
- (d) all rights relating to deposits, retainers, prepaid or deferred charges and expenses paid in connection with or relating exclusively to any Excluded Assets, including retainers or prepaid charges and expenses for Sellers' professional advisors;
- (e) any (i) personnel and medical records pertaining to current or former directors, managers, officers, consultants or employees of or providing services to any Seller to the extent not included in the APA Purchased Assets, (ii) books and records that any Seller is required by Law to retain or that any Seller determines are necessary or advisable to retain, including Tax Returns, financial statements, and corporate or other entity filings (provided, however, that Purchaser shall have the right to make copies of any portions of such retained books and records that relate exclusively to the Business or any of the Purchased Assets to the extent any Seller is not required by Law to keep such retained books and records confidential or private), (iii) Organizational Documents, qualifications to do business, taxpayer and other identification numbers, minute books, limited liability company interests, ledgers or certificates of any Seller, or any other documentation related to governance, organization, maintenance or existence of any Seller, (iv) documents relating to the sale of the Business and proposals to acquire the Business by Persons other than Purchaser (including non-disclosure or confidentiality agreements entered into by any Seller in connection with the proposed sale of all or a portion of its assets) and (v) the Excluded Documents;
- (f) any claim, right to or interest in a refund of, or credit or prepayment of or against, Excluded Taxes, together with any interest due thereon or penalty rebate arising therefrom;
- (g) all insurance policies and binders, and claims, whether asserted or unasserted, or rights to proceeds or refunds thereof held by any Seller and relating to the assets, properties, business or operations of any Seller;

(h) any rights, claims or causes of action of any of Sellers against Third Parties exclusively relating to Excluded Assets;

(i) all rights and/or claims of any Seller relating to or arising under the Transaction Documents (including the right to receive the Purchase Price);

(j) all Privileged Communications and any e-mail, instant messages, text messages, recorded voicemails and other electronic employee communications whether on employee-owned devices or devices owned by any of the Sellers;

(i) all rights in connection with and assets of the Benefit Plans other than the Transferred Plans;

(k) all Equity Interests of any Seller;

(l) any rights, claims or cause of action, of any kind or any nature whatsoever, of any of Sellers against any of their Affiliates or any of Sellers' or their Affiliates' former or current officers, directors, managers, members or unitholders, including claims for indemnification or contribution; and

(m) Tax Returns and other books and records relating to Taxes paid or payable by Sellers or their Affiliates.

Schedule 2.3

Assumed Liabilities

On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) shall assume and agrees to pay, perform and discharge when due in accordance with their respective terms, solely the Liabilities set forth below:

(a) other than the Current Client Liabilities, all Liabilities relating to or arising from the Purchased Contracts, but only to the extent that such Liabilities (i) do not arise out of a breach thereof by any Seller, (ii) do not arise from or relate to the obligations or performance under any Purchased Contract which accrued or arose prior to the Closing, and (iii) do not arise from or relate to any event, circumstance or condition occurring or existing prior to the Closing that, with notice or lapse of time, would constitute or result in a breach of any Purchased Contract, unless any such Liabilities identified in the immediately preceding clauses (i), (ii) or (iii) are Assumed Liabilities under clause (b) below;

(b) the accounts payable of Sellers under Purchased Contracts set forth on Schedule 2.3(b);

(c) all Liabilities relating to arising from the ownership or use of the Purchased Assets other than the Purchased Contracts, to the extent first arising from and after the Closing, unless any such Liabilities are Assumed Liabilities under clause (b) above;

(d) other than the Excluded Taxes, all Liabilities for Taxes imposed with respect to, arising out of or relating to the Purchased Assets, the Assumed Liabilities, the Business after the Closing or the transactions contemplated by this Agreement, including all Liabilities for Transfer Taxes;

(e) all Liabilities relating to the Transferred Employees and Transferred Plans, including such Liabilities that Purchaser has agreed to assume, be responsible for, discharge, satisfy or pay under Section 7.1 or Section 7.2;

(f) all Liabilities incurred by any Seller during the Transition Period in connection with any Seller performing its obligations under or complying with this Agreement after the Closing, and any Liabilities incurred by any of the Sellers or their Affiliates as a result of any action taken by the Purchaser or any of its Affiliates under any power of attorney granted by any Seller to Purchaser or any of its Affiliates under this Agreement or any of the other Transaction Documents; and

(g) all Liabilities relating to the termination of any Transferred Employees following the Closing, including all Liabilities related to the WARN Laws, to the extent applicable, for any action resulting solely from separation of employment of the Transferred Employees following the Closing (but excluding any Liabilities relating to or resulting from (in part or in

whole) the termination of any Business Employee that is not a Transferred Employee prior to the Closing).

Schedules Removed for Confidentiality or to Reduce File Size.

Exhibit I

Buchanan

Ingersoll·Rooney

Timothy P. Palmer
412 562 8413
timothy.palmer@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
T 412 562 8800
F 412 562 1041
www.buchananingersoll.com

October 8, 2020

VIA UPS OVERNIGHT MAIL

ShowClix, Inc.
650 Smithfield Street Ste. 1300
Pittsburgh, PA 15222

Patron Technology
33W 60th St.
New York City, NY 10023

DEMAND FOR PAYMENT

Re: Visa Commercial Corporate Card Agreement (the "Agreement") by and between TriState Capital Bank ("TriState") and ShowClix, Inc. ("Borrower"); Guaranty and Suretyship Agreement dated May 7, 2019 by Patron Technology ("Guarantor") in favor of TriState

Ladies and Gentlemen:

This firm represents TriState. Reference is made to the Purchase Card Agreement pursuant to which TriState extended certain credit and other financial accommodations to the Borrower in the form of the Commercial Card Program. Reference is also made to the Guaranty pursuant to which the Guarantor unconditionally guaranteed all obligations of the Borrower to TriState under the Agreement. Capitalized terms not otherwise defined in this letter shall have the meanings set forth in the Agreement.

As you are likely aware, certain Events of Default have occurred under the Agreement by virtue of the Borrower's failure to make the required payments when due. In addition, TriState has been informed that the Borrower and/or the Borrowers assets were sold in an Article 9 sale transaction which took place on or about September 15, 2020 (the "Sale Transaction"). The Sale Transaction also constitutes an Event of Default under the Agreement.

As a result of the foregoing Events of Default, TriState has exercised its rights to (i) terminate the Agreement, (ii) direct the Service Provider to close all Cardholder Accounts and (iii) accelerate the balance of all Cardholder Accounts. As of the date of this letter, the balance

ShowClix, Inc.
Page 2
October 8, 2020

under the Agreement is \$199,629.75¹ exclusive of interest, default interest, late charges and attorney's fees.

The Borrower and Guarantor are reminded that pursuant to Section 14 of the Agreement, the obligations due and owing include default interest at the rate of 25% per annum and attorneys' fees and costs. Demand is hereby made for the immediate payment in full of all outstanding obligations owing under the Agreement within five (5) days of the date hereof. Please contact me for an updated payoff balance.

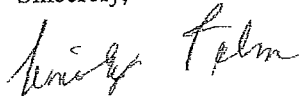
TriState also has serious concerns over the continued use of the Credit Card Program during the period of time leading up to the Sale Transaction. In particular, the Commercial Cards continued to be used through mid-September and thereafter. As recently as September 30, 2020, attempts were made to utilize the Commercial Cards.

The incurrence of debts by the Borrower at a time when it was clearly insolvent and had no intention or ability to repay TriState constitutes, among other things, a fraud upon TriState. Furthermore, assuming the officers and directors of the Borrower, Guarantor and/or the Designated Affiliates continued to permit and/or failed to stop the use of the Commercial Cards during this same period, these individuals would be personally liable to TriState for, among other things, a breach of their fiduciary duties.

TriState takes this matter very seriously. It is both irresponsible and outrageous that the Commercial Card Program continued to be utilized at TriState's expense to facilitate a transaction designed to benefit others. If payment in full is not made on or before **October 13, 2020**, TriState intends to pursue recovery of the balance from the Borrower, the Guarantor, any officers, directors or responsible parties who were complicit in ongoing use of the Commercial Cards, any legal successor to the Borrower, and any other person who is liable for the debt. All rights with respect to the foregoing matters are expressly reserved.

Please be guided accordingly.

Sincerely,



Timothy P. Palmer

TPP:st
cc: Morrie Aaron (maaron@mca-financial.com)
Robert Rutt
72571-169

¹ This amount reflects a setoff of \$66,000 in funds held by TriState which have been applied to the balance.

Exhibit J

TICKETING BUSINESS NEWS

Search Site...



PATRON TECHNOLOGY ACQUIRED BY VECTOR CAPITAL

- Posted by TheTicketingBusiness
- on 25th September 2020

Patron Technology, the parent company of brands including ShowClix, PatronManager, and GrowTix, has been acquired by private equity firm Vector Capital.

The deal will see Vector Capital acquire Patron Technology and its suite of event technology solutions across a range of live, virtual, and hybrid events for clients that include conventions, sports properties, music, festivals, performing arts and attractions.

The Pennsylvania-headquartered firm's entire management team and staff will remain in place to continue to operate the company on a day-to-day basis.

The financial details of the deal have not been disclosed.

Rob Amen, managing director at Vector Capital, said: "With Patron Technology, we saw an opportunity to back the leading platform

TAGS

- App
- Attendance
- Australia
- Blockchain China
- Cinema
- Covid-19
- Cricket Data
- Eventbrite Fan Experience
- Festival
- Festivals
- Football Funding
- Germany India Live
- Events Live
- Nation

Privacy - Terms

and a seasoned management team.

“Vector excels at investing during volatile times, and our thesis is that only the best products and most talented executives will survive this dislocation and emerge as market leaders. We are confident that our growth investment will enable Patron Technology to not only outlast this global pandemic but become stronger on the other side of it.”

Patron Technology works with event organisers, such as the World Science Festival, The American Shakespeare Centre and The King’s Academy Theatre Company, to help them tailor their ticketing, mobile, experiential marketing, and cashless products to fit their vertical-specific needs.

Marc Jenkins, chief executive of Patron Technology, added: “This is an exciting and important day in our company’s history. It kicks off a fresh, new partnership alongside the thoughtful investment team at Vector. We are eager to work with them to propel the business through the age of social distancing and beyond. I’m extremely proud to be part of such an amazing team, past and present, that works tirelessly to serve our world-class clients.”

In response to the COVID-19 crisis, Patron was able to pivot and develop a fully integrated virtual events solution with a suite of ticketing and experiential tools.

Tom Smith, vice-president at Vector Capital, said: “With a great set of products, a strong balance sheet, and an unparalleled management team, Patron Technology is well positioned to grow over the coming years. We look forward to partnering with Marc and his team as they continue to grow from this new position of strength and renewed investment.”

Vector Capital is a leading global private equity firm specialising in transformational investments in established technology businesses.

- MLB **Mobile** NBA
- NFL Payments
- Premier League **pricing**
- Refunds
- Resale**
- Revenue
- Sales**
- Season Tickets
- SeatGeek Secondary Market
- StubHub**
- Technology**
- Theatre **Ticketing**
- Ticketmast**
- Touts Uefa UK us venues
- Viagogo**
- BY MONTH**
- March 2021
- February 2021
- January 2021
- December 2020
- November 2020
- October 2020
- September 2020
- August 2020

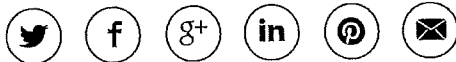
Privacy - Terms

Thursday, March 25, 2021



Patron Technology Charges Into 2021 With Updated Leadership And Clear Priorities

Share Article



All-in-one event solution featuring tools for in-person, virtual, and hybrid events kicks the year off with secure financials, solid leadership, and a key sponsorship at the 42nd Annual INTIX Conference.

PITTSBURGH (PRWEB) JANUARY 07, 2021

Patron Technology, parent company to a suite of industry-leading event technology products including ShowClix, PatronManager, Greencopper, Ticketleap, and Token, prepares to capitalize on its favorable financial position entering 2021. The complete event solution boasting virtually limitless features, tools, and integrations for in-person, online, and hybrid events starts the new year with an updated leadership structure, clear priorities, and a major role at the annual INTIX (International Ticketing Association) Conference & Exhibition.

The company's leadership team will continue with long-time executives Marc Jenkins (CEO), Michael Marty (President), and Betsy Grider (Chief Strategy Officer). They will be joined by a newly enhanced leadership team with the promotions of seasoned event professionals: Jim Barczak to SVP, Revenue; Rachel Bullock to SVP, Operations; Doug Lyons to SVP, Product and Marketing; and Mike Clow to SVP, Engineering, all long-serving executives of Patron Technology. Also planned for 2021 are further new hires across Patron Technology, allowing the company to continue to support their current clients, while taking on additional events looking to use their suite of tools for in-person, virtual, or hybrid experiences.

"We're focused on preparing for the re-starting of live, in-person events in 2021," says Jenkins. "With that said, nobody knows exactly when that will be, so it's just as important that we continue to support our clients with our virtual technology solution and timed entry tools to simplify social distancing measures. For example, our team is working directly with major sports leagues so they can host online fan events,



There will be a great opportunity for us to combine our long-standing in-person event technology expertise with our virtual events toolkit....

with international fandom conventions so they can provide unforgettable celebrity meet & greets, and with world-renowned music festivals to develop more efficient strategies for upcoming onsite operations.”

Patron Technology's Virtually Limitless initiative, originally launched in mid-2020, will continue to be built upon in 2021. The initiative leverages the company's suite of event technology to transform the industry landscape and remove barriers previously known to event organizers. Clients are empowered to create nonstop engagement and fully immersive experiences, reach expansive audiences around the world, and, as the name suggests, utilize Patron Technology's offering to unlock virtually limitless possibilities for their virtual, in-person, and hybrid events. This toolkit, including a secure live streaming service capable of gating access, interactive watch-parties, in-stream live chat, and virtual meet & greets that enable fans to have one-of-a kind interactions with celebrities, will be among the features Patron Technology leverages for its clientele in 2021.

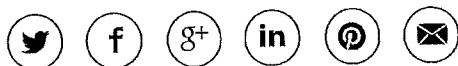
These features will also serve as the central focus for Patron Technology's sponsorship and participation in this year's INTIX Conference & Exhibition. As a primary sponsor and the official presenter of the Entertainment Village, the industry leader will present multiple sessions, discussing projections for this year's event technology landscape, and overall guidance from industry professionals offering their real-world experiences reopening safely during the pandemic and how they are using data and technology to do so.

“There will be a great opportunity for us to combine our long-standing in-person event technology expertise with our virtual events toolkit, so we can enable our clients to offer hybrid events where a portion of the audience attends in person, and the others attend virtually,” continues Jenkins. “We feel this hybrid format will be the norm from here on out, even once the COVID-19 crisis is well behind us. That said, in the short term we are also working on critical partnerships with entities in public safety and health screening, so we're prepared to meet any and all governmental reopening criteria. Put simply, we're ready to empower our clients to hit the ground running in 2021.”

About Patron Technology

Patron Technology's virtually limitless event technology solution is redefining what it means to be an event creator. With their ever-evolving suite of tools, organizers can take control of their entire event, transform the attendee experience, and be a leader in their industry. Whether an organizer wants to create an in-person event, a fully virtual experience, or anything in between, Patron Technology's team and technology are fully equipped with everything they need. That's why iconic brands like New York Comic Con, Coachella, Museum of Ice Cream, NHL, and Dreamforce use their suite of integrated event technology to power their events. For more information visit patrontechnology.com.

Share article on social media or email:



View article via:

PDF **PRINT**

Contact Author

AMY MRAZEK

3/25/2021

Patron Technology Charges Into 2021 With Updated Leadership And Clear Priorities

Patron Technology
8887184253
Email >

VISIT WEBSITE

News Center



Questions about a news article you've read?

Reach out to the author: contact and available social following information is listed in the top-right of all news releases.

Questions about your PRWeb account or interested in learning more about our news services?

Call PRWeb: 1-866-640-6397



CREATE A FREE ACCOUNT

CISION

@Copyright 1997-2015, Vocus PRW Holdings, LLC. Vocus, PRWeb, and Publicity Wire are trademarks or registered trademarks of Vocus, Inc. or Vocus PRW Holdings, LLC.



Vector Capital Acquires Patron Technology

September 24, 2020 08:00 AM Eastern Daylight Time

SAN FRANCISCO--(BUSINESS WIRE)--Vector Capital, a leading private equity firm specializing in transformational investments in established technology businesses, today announced its investment in Patron Technology ("Patron"), a premier event technology platform.

Patron offers a full-suite of event technology solutions for live, virtual, and hybrid events designed to transform the attendee experience. The company empowers event organizers at conventions, sports arenas, music venues, performing arts festivals, and other attractions to tailor their ticketing, mobile, experiential marketing, and cashless products to fit each of their vertical-specific needs. Patron's seasoned management team, led by Chief Executive Officer Marc Jenkins, is remaining with the business.

"We are excited to back Patron as they successfully navigate unprecedented, COVID-induced, market disruption in the live events industry," said Rob Amen, Managing Director at Vector Capital. "Vector excels at investing during periods of significant dislocation and we believe Patron's best-in-class product suite and proven executive team position it well to transcend this crisis. We are confident that our growth investment will enable Patron to not only outlast this global pandemic but to emerge stronger than ever on the other side of it."

Mr. Jenkins stated: "This is an exciting and important day in our company's history. It kicks off a fresh new partnership alongside the thoughtful investment team at Vector. We are eager to work with them to propel our business through the age of social distancing and beyond. I'm extremely proud to be part of such an amazing team, past and present, that works tirelessly to serve our world-class clients."

In response to COVID-19, Patron's expert team was able to pivot and develop a fully-integrated virtual events solution, complete with a suite of ticketing and experiential tools. With these features, in addition to the company's already extensive technology toolkit, Patron became the first of its peers to offer a complete solution for any combination of online and in-person events.

"With a great set of products, a strong balance sheet, and a management team unparalleled in its industry, Patron is well positioned to grow over the coming years," added Tom Smith, Vice President at Vector Capital. "We look forward to partnering with Marc and his team as they continue to grow from this new position of strength and renewed investment."

About Patron Technology

Patron Technology's limitless event technology solution is redefining what it means to be an event creator. With its ever-evolving suite of tools, organizers can take control of their entire event, transform the attendee experience, and be a leader in their industry. Whether an organizer wants to create an in-person event, a fully virtual experience, or anything in between, Patron Technology's team and technology are fully equipped with everything an organizer needs. For more information visit patrontechnology.com.

About Vector Capital

Vector Capital is a leading global private equity firm specializing in transformational investments in established technology businesses. With approximately \$4 billion of capital under management, Vector actively partners with management teams to enhance site navigation, analyze site usage, and assist in our marketing efforts to devise and execute new financial and business strategies that materially improve the competitive standing of businesses and enhance value for employees, customers, and all stakeholders. For more information, visit vectorcapital.com.

Contacts

For Vector Capital:

Nathaniel Garnick / Grace Cartwright

Gasthalter & Co.

(212) 257-4170

Cookies Settings

Accept All Cookies

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookie Policy \(https://services.businesswire.com/cookie-policy\)](https://services.businesswire.com/cookie-policy)