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

FORM 8-K

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

Date of Report (date of earliest event reported): April 14, 2022

Sonim Technologies, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-38907**	**94-3336783**
(State or other jurisdiction of incorporation)	**(Commission File No.)**	**(IRS Employer Identification Number)**

6500 River Place Boulevard
Building 7, Suite 250
Austin, TX 78730
(Address of principal executive offices)

(650) 378-8100
(Registrant's telephone number, including area code)

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

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

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

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

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

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

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value $0.001 per share	**SONM**	**The Nasdaq Stock Market LLC (Nasdaq Capital Market)**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

Subscription Agreement

On April 13, 2022, Sonim Technologies, Inc., a Delaware corporation ("Sonim" or the "Company") entered into a Subscription Agreement (the "Subscription Agreement") with AJP Holding Company, LLC, a Delaware limited liability company ("Purchaser"), pursuant to which Purchaser has agreed to purchase from Sonim an aggregate of 20,833,333 shares of Sonim's common stock for a purchase price of $17,500,000 (the "Purchased Shares"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Subscription Agreement, a copy of which is filed herewith as Exhibit 10.1.

Pursuant to the terms and conditions set forth in the Subscription Agreement, the Purchased Shares will be issued in two tranches: (i) 14,880,952 shares of Sonim's common stock (the "Initial Shares") will be issued in consideration for an aggregate purchase price of $12,500,000 ("First Closing"), of which 952,381 shares may be issued to a person or entity designated by the Purchaser and (ii) subject to the occurrence of the First Closing, on August 1, 2022 (except that if the First Closing has not occurred by August 1, 2022, the Second Closing will take place no later than the fifth Business Day following the First Closing Date), 5,952,381 shares of Sonim's common stock will be issued in consideration for an aggregate purchase price of $5,000,000 ("Second Closing").

Pursuant to the Subscription Agreement, Mr. Peter Liu, who has served as Sonim's Executive VP for Global Operations and Engineering since September 2010, has been appointed Chief Executive Officer of Sonim. Following the execution of the Subscription Agreement but prior to the First Closing, subject to compliance with applicable law and the fiduciary duties of the Board of Directors of the Company, the Company must in good faith commence the enhancement and optimization of the Company's business pursuant to the strategy developed by Mr. Liu.

Concurrent with the First Closing, all members of the Board of Directors, other than the Continuing Directors will resign or be terminated from the Board of Directors and the Purchaser shall be entitled to designate such number of directors on the Board of Directors as will give the Purchaser, subject to compliance with applicable Laws, representation on the Board of Directors equal to that number of directors, rounded down to the next whole number, which is the product of (i) the total number of directors on the Board of Directors (after giving effect to the directors elected pursuant to this sentence, and after giving effect to any resignations from the Board of Directors prior to or concurrent with the First Closing) multiplied by (ii) the percentage that (A) such number of Initial Shares bears to (B) the total number of shares of Common Stock outstanding as of the First Closing (after giving effect to the issuance of the Initial Shares).

Completion of the First Closing is subject to the satisfaction of several conditions, including: (i) approval of the Subscription Agreement by the requisite vote of Sonim's stockholders; (ii) resignation of all members of the Board of Directors, other than the Continuing Directors; and (iii) certain other customary conditions.

Sonim and Purchaser have made customary representations, warranties, and covenants in the Subscription Agreement, including: in the case of Sonim (i) to file a proxy statement ("Proxy Statement") in preliminary form with the U.S. Securities and Exchange Commission (the 'SEC") not later than 40 days from entering into the Subscription Agreement; (ii) cause a meeting of its stockholders to be duly called and held as soon as reasonably practicable following the clearance of the Proxy Statement for the purpose of voting on, among other things, the adoption of the Subscription Agreement; and (iii) to use commercially reasonable efforts to provide the Purchaser with all cooperation reasonably requested by the Purchaser to assist and cooperate with the purchaser in connection with the Integration Plans. Sonim has agreed to conduct its business in the ordinary course consistent with past practice, including not taking certain specified actions, prior to the earlier of the First Closing or the termination of the Subscription Agreement pursuant to its terms.

In addition, Sonim has agreed not to: (i) solicit, initiate or knowingly facilitate or encourage the submission of any inquiry, proposal, or offer which constitutes, or would reasonably be expected to result in any alternative proposal for the acquisition of Sonim; (ii) enter into, continue or participate in any discussions or negotiations with third parties regarding, or furnish any non-public information to third parties in connection with any alternative proposal for the acquisition of Sonim; (iii) approve, recommend, publicly declare advisable, or enter into any agreement in principle, letter of intent, merger agreement, acquisition agreement, joint venture agreement or other similar agreement relating to any alternative proposal for the acquisition of Sonim; or (iv) agree to or propose publicly to do any of the foregoing. However, subject to the satisfaction of certain conditions, Sonim and its board of directors, as applicable, are permitted to take certain actions which may, as more fully described in the Subscription Agreement, include, prior to adoption of the Subscription Agreement by the requisite vote of Sonim's stockholders, changing the board of directors' recommendation following receipt of an acquisition proposal, if the board of directors of Sonim has determined in good faith after consultation with its outside legal counsel and financial advisors that failure to do so would reasonably be expected to result in a breach of the directors' fiduciary duties under applicable law. In addition, the board of directors of Sonim is permitted to change its recommendation, for reasons not related to the receipt of an acquisition proposal, if an intervening event occurs and the board of directors has determined in good faith, after consultation with its financial advisors and outside legal counsel, that failure to do so would reasonably be expected result in a breach of the directors' fiduciary duties under applicable law.

The Subscription Agreement contains certain termination rights for each of Sonim and Purchaser and further provides that, upon termination of the Subscription Agreement, under specified circumstances, Sonim may be required to pay Purchaser a termination fee of $750,000 and/or reimbursement of expenses incurred in connection with the Subscription Agreement of up to $350,000.

The Subscription Agreement has been adopted by the board of directors of Sonim and the sole manager of Purchaser, and the board of directors of Sonim has recommended that stockholders of Sonim adopt the Subscription Agreement.

The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to the Subscription Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference. The Subscription Agreement has been incorporated herein by reference to provide information regarding the terms of the Subscription Agreement and is not intended to modify or supplement any factual disclosures about Sonim or Purchaser in any public reports filed with the SEC by Sonim. In particular, the assertions embodied in the representations, warranties and covenants contained in the Subscription Agreement were made only for purposes of the Subscription Agreement, were solely for the benefit of the parties to the Subscription Agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by information in confidential disclosures provided by Sonim to Purchaser in connection with the signing of the Subscription Agreement. These disclosures contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Subscription Agreement. Moreover, the representations and warranties in the Subscription Agreement were used for the purpose of allocating risk between Sonim and Purchaser, rather than establishing matters of fact. Accordingly, the representations and warranties in the Subscription Agreement may not constitute the actual state of facts with respect to Sonim or Purchaser. The representations and warranties set forth in the Subscription Agreement may also be subject to a contractual standard of materiality different from that generally applicable to investors under federal securities laws. Therefore, the Subscription Agreement is included with this Current Report on Form 8-K only to provide investors with information regarding the terms of the Subscription Agreement, and not to provide investors with any other factual information regarding the parties or their respective businesses.

Insider Voting Agreement

In connection with the Subscription Agreement, the members of the Board of Directors of the Company and Robert Tirva, the President, Chief Financial Officer and Chief Operating Officer of the Company, each as stockholders of the Company, entered into a Voting and Support Agreement, dated April 13, 2022, with the Company and Purchaser whereby such stockholders agreed, among other things, to vote the shares of common stock of the Company owned and/or controlled by such stockholder in favor of the adoption of the Subscription Agreement and the transactions contemplated thereby, as well as such other matters set forth in the Voting and Support Agreements. Each Voting and Support Agreement also contains a restriction on the transfer of shares of common stock of the Company, subject to limited exceptions. Each Voting and Support Agreement terminates upon the earliest of (i) the First Closing, (ii) the termination of the Subscription Agreement, (iii) the date on which the Board of Directors of the Company changes its recommendation that the Company's stockholders adopt the Subscription Agreement and (iv) the mutual written consent of Purchaser and such stockholder.

The foregoing description of the Voting and Support Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Voting and Support Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Purchaser Voting Agreement

As a condition to the First Closing, the Purchaser is required to enter into a Support Agreement with the Company whereby Purchaser agreed, among other things, to vote the shares of common stock of the Company owned by Purchaser in favor of the election of the Continuing Directors (as defined in the Subscription Agreement), as well as such other matters set forth in the Support Agreement. The Support Agreement also requires, as a condition to Purchaser transferring any shares of common stock of the Company owned by Purchaser, that the acquirer of such shares of common stock agree to be bound by the terms of the Support Agreement The Support Agreement terminates upon the Director End Time (as defined in the Subscription Agreement).

The foregoing description of the Support Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Voting and Support Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Registration Rights Agreement

At or prior to the First Closing, the Company is required to enter into a Registration Rights Agreement with Purchaser. Pursuant to the Registration Rights Agreement, the Company is required (among other things), within 30 days of the Second Closing, to file with the SEC a registration statement to register the resale of all registrable securities held by Purchaser or any person that receives Registrable Securities (as that term is defined in the Registration Rights Agreement) (each a "Holder"). The Company's obligation to register the Registrable Securities for sale under the Securities Act of 1933 terminates upon the first to occur of (i) the date that is five years from the effective date of the shelf registration statement filed by the Company pursuant to the Registration Rights Agreement, (ii) the date on which all Holders can sell shares of common stock of the Company under Rule 144 without volume restrictions and (iii) the date on which no registrable securities are held by any Holder.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Registration Rights Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

As described in more detail in Item 1.01 above, on April 13, 2022, the Company entered into a Subscription Agreement with Purchaser to sell an aggregate of 20,833,333 shares of Sonim's common stock. The Company will receive $17,500,000 in gross proceeds from the sale of the shares of Sonim's common stock.

Purchaser is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"). The offer and sale of the securities described above were made in reliance upon an exemption from the registration requirements pursuant to Section 4(a)(2) under the Act, and Regulation D promulgated thereunder. There was no general solicitation or advertising with respect to this sale of equity securities, and the investors provided written representations of an intent to acquire the securities for investment only and not with a view to or for sale in connection with any distribution of the securities. Appropriate legends will be affixed by the Company to each of the share certificates that have been or will be issued.

Additional information regarding these transactions is incorporated in this Item 3.02 by reference to "Item 1.01. Entry into a Material Definitive Agreement" of this Current Report on Form 8-K.

Item 5.02 Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(c)

As described in Item 1.01 above, on April 13, 2022, the board of directors of Sonim appointed Peter Liu as Chief Executive Officer of the Company and the Compensation Committee approved that certain letter agreement, dated April 13, 2022, between Mr. Liu and the Company amending Mr. Liu's offer letter to reflect such appointment amending Mr. Liu's offer letter to reflect such appointment (the "Liu Amendment"). Mr. Liu will be the Company's principal executive officer for purposes of the Company's filings with the Securities and Exchange Commission. Mr. Liu, 54, has served as Executive VP for Global Operations for Sonim since September 2010. From 2007 to 2010, Mr. Liu served as Global Quality Director for LOM/Perlos, an international VI supplier of mobile phones. From 2005 to 2007, Mr. Liu was the Head of Quality for the Strategic Growth Engine business at Motorola Solutions, Inc., a multinational telecommunications company. Mr. Liu received a M.B.A. from Lawrence Technological University and a Bachelor's in Engineering from Tianjin University. Mr. Liu does not have any family relationships with any of the Company's directors or executive officers.

Mr. Liu and the Company entered into an Offer Letter, dated July 31, 2013, as amended by a letter agreement between Mr. Liu and the Company dated February 1, 2016 and as further amended by the Liu Amendment (the "Offer Letter"). The Offer Letter provides that Mr. Liu is the Chief Executive Officer of the Company, except that if the Subscription Agreement is terminated prior to the First Closing, Mr. Liu's title will change back to Executive VP for Global Operations (a "Title Change"). The Offer Letter provides Mr. Liu with an initial annual base salary of $253,000. Mr. Liu's current annual base salary is $265,650. Mr. Lui is eligible for an annual bonus, with his current target bonus opportunity being 50% of his base salary. Mr. Liu is also eligible to participate in the employee benefit plans generally available to the Company's employees.

The Offer Letter also provides that if Mr. Liu's employment with the Company is terminated by the Company without cause or by Mr. Liu for good reason, in any such case prior to a change in control or more than 13 months after a change in control, or due to Mr. Liu's death or permanent disability, Mr. Liu will receive six months of continued base salary. If Mr. Liu's employment with the Company is terminated by the Company without cause, or if he terminates his employment with the Company for good reason, in either case at any time within 13 months after a change in control, Mr. Liu will receive six months of continued base salary and accelerated vesting of any then-outstanding options or stock awards granted by the Company to him that would have vested had Mr. Liu remained employed for two years following the date of such termination. The severance benefits described above would, if triggered, be conditioned on Mr. Liu providing the Company with a release of claims in a form acceptable to the Company. For these purposes, "cause," "good reason," and "change in control" are defined in the Offer Letter.

If the Subscription Agreement is terminated prior to the First Closing and the Title Change occurs, Mr. Liu will not be entitled to any of the severance obligations described above as a result of the Title Change.

(e)

Reference is made to the description of Mr. Liu's Offer Letter, including the Liu Amendment, which is incorporated herein by reference.

On April 13, 2022, the Compensation Committee of the Board of Directors of the Company approved a letter agreement with Robert Tirva, the Company's President, Chief Financial Officer and Chief Operating Officer. The agreement provides that Mr. Tirva's employment with the Company will terminate on, and subject to, the First Closing and that upon such termination, Mr. Tirva would be entitled to receive the following severance benefits: cash severance of $1,000,000 (payable in installments over 20 months), accelerated vesting of his then-outstanding and unvested equity-based awards granted by the Company, and, subject to his providing consulting services to the Company for three months after his termination date, reimbursement for his COBRA health insurance premiums for up to 18 months following his termination. Mr. Tirva's right to receive these benefits is conditioned on his providing the Company with a release of claims in a form acceptable to the Company.

Item 7.01. Other Events

On April 14, 2022, Sonim issued a press release announcing the entry into the Subscription Agreement. A copy of the press release is furnished as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Subscription Agreement, dated as of April 13, 2022, by and between Sonim Technologies, Inc. and AJP Holding Company, LLC
10.2	Form of Voting and Support Agreement
10.3	Form of Support Agreement
10.4	Form of Registration Rights Agreement
99.1	Press Release issued April 14, 2022
104	Cover Page Interactive Data file (embedded within the Inline XBRL document).

* All schedules to the Subscription Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Sonim hereby agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request.

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of the proposed transaction between Sonim and Purchaser. Sonim intends to file relevant materials with the SEC, including a proxy statement in preliminary and definitive form, in connection with the solicitation of proxies for the proposed transaction. The definitive proxy statement will contain important information about the proposed transaction and related matters. BEFORE MAKING A VOTING DECISION, STOCKHOLDERS OF SONIM ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT AND OTHER RELEVANT MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT SONIM AND THE PROPOSED TRANSACTION. Stockholders will be able to obtain copies of the proxy statement and other relevant materials (when they become available) and any other documents filed by Sonim with the SEC for no charge at the SEC's website at www.sec.gov. In addition, stockholders will be able to obtain free copies of the proxy statement from Sonim by contacting Sonim's Investor Relations Department by telephone at (214) 597-8200, by mail to Sonim Technologies Inc., Attention: Investor Relations, 6500 River Place Blvd., Building 7, Suite 250, Austin, TX 78730, or by going to Sonim's Investor Relations page on its corporate website at http://ir.sonimtech.com/.

Participants in Solicitation

Sonim, its directors, and certain of its executive officers and employees may be deemed to be participants in the solicitation of proxies from Sonim's stockholders in respect of the subscription. Information concerning the ownership of Sonim's securities by Sonim's directors and executive officers is included in their SEC filings on Forms 3, 4, and 5, and additional information about Sonim's directors and executive officers is also available in Sonim's proxy statement for its 2021 annual meeting of stockholders filed with the SEC on September 23, 2021, and is supplemented by other public filings made, and to be made, with the SEC by Sonim. Other information regarding persons who may be deemed participants in the proxy solicitation, including their respective interests by security holdings or otherwise, will be set forth in the definitive proxy statement that Sonim intends to file with the SEC. These documents can be obtained free of charge from the sources indicated above.

Forward-Looking Statements

This filing communication contains forward-looking statements that involve risks and uncertainties concerning Purchaser's proposed subscription into Sonim. The potential risks and uncertainties include, among others, the possibility that Sonim may be unable to obtain the required stockholder approval or that other conditions to closing the transaction may not be satisfied, such that the transaction will not close or that the closing may be delayed; the reaction of customers to the transaction; general economic conditions; the transaction may involve unexpected costs, liabilities or delays; risks that the transaction disrupts current plans and operations of the parties to the transaction; the amount of the costs, fees, expenses and charges related to the transaction; the outcome of any legal proceedings related to the transaction; the occurrence of any event, change or other circumstances that could give rise to the termination of the subscription agreement. In addition, please refer to the documents that Sonim files with the SEC on Forms 10-K, 10-Q and 8-K. The filings by Sonim identify and address other important factors that could cause its financial and operational results to differ materially from those contained in the forward-looking statements set forth in this written communication. All forward-looking statements speak only as of the date of this written communication nor, in the case of any document incorporated by reference, the date of that document. Sonim is under no duty to update any of the forward-looking statements after the date of this written communication to conform to actual results.

SIGNATURES

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

SONIM TECHNOLOGIES, INC.

Date: April 14, 2022

By: /s/ Robert Tirva

Name: Robert Tirva

Title: President, Chief Financial Officer and Chief Operating Officer

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This Subscription Agreement dated as of April 13, 2022 (this "Agreement") is by and between Sonim Technologies, Inc., a Delaware corporation (the "Company"), and AJP Holding Company, LLC, a Delaware limited liability company (the "Purchaser"). Capitalized terms used but not defined herein have the meanings assigned to them in Exhibit A.

WHEREAS, the Purchaser desires to purchase from the Company, and the Company desires to issue and sell to the Purchaser, the aggregate of 20,833,333 of the Company's common stock, par value $0.001 per share (the "Common Stock") comprising of the Initial Shares (as defined below) and the Remaining Shares (as defined below) (collectively, the "Purchased Shares"), on the terms and subject to the conditions hereinafter set forth (the "Purchase and Sale").

In consideration of the premises and the mutual representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
PURCHASE AND SALE OF PURCHASED SHARES

Section 1.1 Purchase and Sale. On the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the First Closing, the Purchaser shall purchase, and the Company shall issue and sell to the Purchaser 14,880,952 shares of Common Stock (the "Initial Shares"), free and clear of any liens (other than liens incurred by Purchaser or its Affiliates, restrictions arising under applicable securities laws, or restrictions imposed by this Agreement) for an aggregate purchase price of twelve million five hundred thousand dollars ($12,500,000) (the "First Purchase Price"), provided that up to 952,381 shares of Common Stock shall be issued to a person or entity designated by the Purchaser subject to such person or entity executing, concurrent with the receipt of such shares of Common Stock, a Purchaser Voting Agreement (subject to adjustments required to such Purchaser Voting Agreement to reflect such person or entity being the signatory thereto instead of Purchaser). On the terms and subject to the occurrence of the First Closing, at the Second Closing, the Purchaser shall purchase, and the Company shall issue and sell to the Purchaser 5,952,381 shares of Common Stock (the "Remaining Shares"), free and clear of any liens (other than liens incurred by Purchaser or its Affiliates, restrictions arising under applicable securities laws, or restrictions imposed by this Agreement) for an aggregate purchase price of five million dollars ($5,000,000) (the "Second Purchase Price"). The number of shares Common Stock comprising the Purchaser Shares is subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock.

Section 1.2 First Closing. On the terms and subject to the satisfaction or waiver of the conditions set forth in Article VII, the closing of the issuance, sale, and purchase of the Initial Shares (the "First Closing") shall take place remotely via the exchange of final documents and signature pages, no later than the second Business Day following the satisfaction or waiver of all of the conditions set forth in Article VII, or such other time and place as the Company and the Purchaser may agree in writing. The date on which the First Closing is to occur is herein referred to as the "First Closing Date." At the First Closing, upon receipt by the Company of payment of the full First Purchase Price, which shall be paid at the First Closing by the Purchaser to the Company by wire transfer of immediately available funds to an account designated in writing by the Company, the Company will deliver to the Purchaser evidence reasonably satisfactory to the Purchaser of the issuance of the Initial Shares in the name of the Purchaser by book-entry on the books and records of the Company. At the First Closing, the Purchaser shall deliver to the Company a duly executed, valid, accurate, and properly completed Internal Revenue Service Form W-9 certifying that the Purchaser is a U.S. person and that the Purchaser is not subject to backup withholding.

Section 1.3 Second Closing. On the terms and subject to the occurrence of the First Closing only, the closing of the issuance, sale, and purchase of the Remaining Shares (the "Second Closing") shall take place on August 1, 2022, or such other time and place as the Continuing Directors and the Purchaser may agree in writing; provided, that if the First Closing shall not have occurred by August 1, 2022, the Second Closing shall take place no later than the fifth Business Day following the First Closing Date. The date on which the Second Closing is to occur is herein referred to as the "Second Closing Date." At the Second Closing, upon receipt by the Company of payment of the full Second Purchase Price, which shall be paid at the Second Closing by the Purchaser to the Company by wire transfer of immediately available funds to an account designated in writing by the Continuing Directors, the Company will deliver to the Purchaser evidence reasonably satisfactory to the Purchaser of the issuance of the Remaining Shares in the name of the Purchaser by book-entry on the books and records of the Company. At the Second Closing, the Purchaser shall deliver to the Company a duly executed, valid, accurate, and properly completed Internal Revenue Service Form W-9 certifying that the Purchaser is a U.S. person and that the Purchaser is not subject to backup withholding.

Section 1.4 Purchaser Director Nominees. Management. Concurrent with the consummation of the First Closing, (i) all the members of the Board of Directors other than the Continuing Directors shall resign and (ii) the Purchaser shall be entitled to designate such number of directors on the Board of Directors as will give the Purchaser, subject to compliance with applicable Laws, representation on the Board of Directors equal to that number of directors, rounded down to the next whole number, which is the product of (i) the total number of directors on the Board of Directors (after giving effect to the directors elected pursuant to this sentence, and after giving effect to any resignations from the Board of Directors prior to or concurrent with the First Closing) multiplied by (ii) the percentage that (A) such number of Initial Shares bears to (B) the total number of shares of Common Stock outstanding as of the First Closing (after giving effect to the issuance of the Initial Shares) (such directors, the "Purchaser Designees"). The Company shall, at such time, cause the Purchaser Designees to be so elected or appointed. Promptly following the election or appointment of the Purchaser Designees, the Company, subject to the terms and provisions of this Agreement and the Nasdaq Listing Rules, shall also cause the Purchaser Designees selected by the Purchaser, to constitute the number of members, rounded down to the next whole number, on (i) each committee of the Board of Directors and (ii) each board of directors (or similar body) of each Subsidiary of the Company identified by the Purchaser (and each committee thereof) that represents the same percentage as such individuals represent on the Board of Directors. In connection with the foregoing, the Company shall promptly take all action necessary to accomplish the foregoing set forth in this Section 1.4, including by increasing the size of the Board of Directors;provided however, that nothing herein shall amend or modify the rights with respect to the Continuing Directors.

Section 1.5 Continuing Directors. Notwithstanding anything herein to the contrary, until the Director End Time, the Board of Directors shall have at least two (2) directors (the "Continuing Directors") who are either (i) Michael Mulica and Alan Howe or (ii) if a Continuing Director ceases to be a director (including by reason of removal, resignation, death or disability), the subsequently appointed Continuing Director shall be an independent director and such appointment shall be approved by the remaining Continuing Director, if and as applicable. No Continuing Director shall be removed from the Board of Directors without cause prior to the Director End Time. Following the First Closing and until the Director End Time, the affirmative vote of the Continuing Directors shall be required to (x) amend, modify, enforce, or terminate this Agreement and/or the Voting Agreement on behalf of the Company, (y) exercise or waive any of the Company's rights or remedies hereunder or under the Voting Agreement, or (z) extend the time for performance of the Purchaser's obligations hereunder or under the Voting Agreement.

Section 1.6 Appointment of Chief Executive Officer. Strategic Enhancement of Business. As of the date hereof, the Company shall appoint the Appointed Chief Executive Officer. Subject to compliance with applicable Law and the fiduciary duties of the Board of Directors, the Company shall in good faith commence the enhancement and optimization of the Company's business pursuant to the strategy developed by the Appointed Chief Executive Officer (the "Integration Plans"). The Company shall issue a press release and file a Current Report on Form8-K in connection with the appointment of the Appointed Chief Executive Officer and disclose a summary of the anticipated enhancement and optimization of the Company's business model in the manner mutually agreeable by the Company and the Purchaser. The terms of the employment agreement between the Company and the Appointed Chief Executive Officer shall be negotiated in good faith by the Company and the Appointed Chief Executive Officer prior to the First Closing.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser that, except (a) as set forth in the SEC Documents (other than disclosures in the "Risk Factors" or "Forward-Looking Statements" sections or similarly captioned sections of any such filings) and (b) as set forth on Exhibit B (the "Disclosure Letter") (all such exceptions disclosed in the Disclosure Letter being numbered to correspond to the applicable Section of thisArticle II, provided, however, that any such exception shall be deemed to be disclosed with respect to each other representation or warranty to which the relevance of such exception is reasonably apparent on the face of such disclosure):

Section 2.1 Organization and Power. The Company and each of its Subsidiaries is a corporation, limited liability company, partnership, or other entity validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation (as applicable) and has all requisite corporate, limited liability company, partnership or other entity power and authority to own or lease its properties and to carry on its business as presently conducted and as proposed to be conducted. The Company and each of its Subsidiaries is duly licensed or qualified to do business as a foreign corporation, limited liability company, partnership, or other entity in each jurisdiction wherein the character of its property or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to so qualify has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.2 Authorization. The execution, delivery, and performance by the Company of this Agreement and the Registration Rights Agreement and the consummation by the Company of the transactions contemplated hereby and thereby (collectively, with the Purchase and Sale, but excluding the Reverse Stock Split Proposal and the Charter Amendment Approval, the "Contemplated Transactions") are within the Company's corporate powers and, except for the Company Stockholder Approval, have been duly and validly authorized by all necessary corporate action on the part of the Company. The affirmative vote by the holders of a majority of the shares of Common Stock cast thereon in favor of the adoption of this Agreement is the only vote of the holders of any of the Company's capital stock necessary in connection with the consummation of the Contemplated Transactions (the "Company Stockholder Approval"). Assuming due authorization, execution, and delivery by the Purchaser, this Agreement constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). At a meeting duly called and held, the Board of Directors has (i) determined that this Agreement and the Contemplated Transactions are fair to and in the best interests of the Company's stockholders, (ii) adopted and declared advisable this Agreement and the Contemplated Transactions and (iii) resolved, subject to Section 4.1, to recommend adoption of this Agreement by the stockholders of the Company (such recommendation in the preceding clause (iii), the "Company Board Recommendation").

Section 2.3 Government Approvals. No consent, approval, or authorization of, or filing with, any court or governmental authority is or will be required on the part of the Company in connection with the execution, delivery, and performance by the Company of this Agreement and the Registration Rights Agreement, or in connection with the issuance of the Purchased Shares, except for (a) those which have already been made or granted; (b) the filing of a Form D (including any "Blue Sky" filing, if required) and Current Report on Form 8-K with the SEC; or (c) filings with applicable state securities commissions.

Section 2.4 Authorized and Outstanding Stock.

(a) The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, par value $0.001 per share ("Preferred Stock"). As of April 11, 2022, (i) 19,269,338 shares of Common Stock were issued and outstanding, (ii) no shares of Preferred Stock were issued and outstanding, (iii) 91,809 shares of Common Stock were subject to outstanding stock options to purchase shares of Common Stock ("Company Stock Options") and (iv) 320,762 shares of Common Stock were subject to outstanding restricted stock unit awards ("Company RSUs").

(b) All of the issued and outstanding shares of Common Stock of the Company are, and, when issued in accordance with the terms hereof, the Purchased Shares will be, duly authorized and validly issued and fully paid and non-assessable and free of pre-emptive rights. When issued in accordance with the terms hereof, the Purchased Shares will be free and clear of all liens (other than liens incurred by Purchaser or its Affiliates, restrictions arising under applicable securities laws, or restrictions imposed by this Agreement or the Registration Rights Agreement).

(c) Except as otherwise expressly described in this Agreement, as of the date hereof there are no issued, reserved for issuance or outstanding: (i) shares of capital stock or other voting securities of or ownership interests in the Company, (ii) securities of the Company convertible into or exchangeable for shares of capital stock or other voting securities of or ownership interests in the Company, (iii) warrants, calls, options or other rights to acquire from the Company, or other obligation of the Company to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company, or (iv) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of the Company (the items in clauses (i) through (iv) being referred to collectively as the "Company Securities"). Except for the Voting Agreement, neither the Company nor any of its Subsidiaries is a party to any voting agreement with respect to the voting of any Company Securities.

Section 2.5 Subsidiaries. The Company's Subsidiaries consist of all the entities listed on Exhibit 21.1 to the Company's Form 10-K for the year ended December 31, 2021. Except as described in the SEC Documents, the Company, directly or indirectly, owns of record and beneficially, free and clear of all liens, all of the issued and outstanding capital stock or equity interests of each of its Subsidiaries. All of the issued and outstanding capital stock or equity interests of each of the Company's Subsidiaries (collectively, the "Company Subsidiary Securities") has been duly authorized and validly issued, and in the case of corporations, is fully paid and non-assessable. Except as described in the SEC Documents, there are no outstanding rights, options, warrants, preemptive rights, conversion rights, rights of first refusal or similar rights for the purchase or acquisition from any of the Company's Subsidiaries of any securities of such Subsidiaries nor are there any commitments to issue or execute any such rights, options, warrants, preemptive rights, conversion rights or rights of first refusal.

Section 2.6 Private Placement. Assuming the accuracy of the representations and warranties of the Purchaser set forth in Section 3.5 (*Investment Representations*), the offer and sale of the Purchased Shares pursuant to this Agreement will be exempt from the registration requirements of the Securities Act.

Section 2.7 SEC Documents; Financial Information; Sarbanes-Oxley Act.

(a) Since January 1, 2019, the Company has filed with or furnished to the SEC all SEC Documents on a timely basis.

(b) No Subsidiary of the Company is required to file or furnish any report, statement, schedule, form or other document with, or make any other filing with, or furnish any other material to, the SEC pursuant to the Securities Act or the Exchange Act.

(c) As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each SEC Document filed pursuant to the Exchange Act complied in all material respects with the requirements of the Exchange Act and did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) The financial statements of the Company included in the SEC Documents (the "Financial Statements") comply as of their respective dates in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Form 10-Q promulgated by the SEC), and present fairly in all material respects as of their respective dates the consolidated financial position of the Company and its Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for each of the respective periods, all in conformity with GAAP, applied on a consistent basis during the periods involved (except as may be indicated in such Financial Statements or the notes thereto). The Company and its Subsidiaries do not have any liabilities or obligations that would be required under GAAP, as in effect on the date of this Agreement, to be reflected on a consolidated balance sheet of the Company (accrued, absolute, contingent or otherwise), other than liabilities or obligations (i) reflected on, reserved against, or disclosed in the Company's consolidated balance sheet included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (including the notes thereto), (ii) incurred in the ordinary course of business since December 31, 2021, (iii) incurred in connection with the transactions contemplated hereby or (iv) that would not have, individually or in the aggregate, a Material Adverse Effect.

(e) Each SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective, complied in all material respects with the requirements of the Securities Act and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(f) As of the date hereof, (i) there are no material outstanding or unresolved written comments from the SEC with respect to the SEC Documents and (ii) to the knowledge of the Company, none of the SEC Documents is subject to ongoing SEC review.

(g) The Company is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act. The management of the Company has, in compliance with Rule 13a-15 under the Exchange Act, designed disclosure controls and procedures to ensure that material information relating to the Company, including its consolidated Subsidiaries, is made known to the management of the Company by others within those entities, and disclosed, based on its most recent evaluation prior to the date hereof, to the Company's auditors and the audit committee of the Company's Board of Directors (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15 under the Exchange Act) which would adversely affect the Company's ability to record, process, summarize and report financial data and have identified for the Company's auditors any material weaknesses in the Company's internal control over financial reporting and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

(h) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act) that are designed to provide reasonable assurance that material information relating to the Company, including its Subsidiaries, that is required to be disclosed by the Company in the reports that it furnishes or files under the Exchange Act is reported within the time periods specified in the rules and forms of the SEC and that such material information is communicated to the Company's management to allow timely decisions regarding required disclosure.

Section 2.8 Disclosure Documents. The information supplied by the Company for inclusion in the proxy statement, or any amendment or supplement thereto, to be sent to the Company stockholders in connection with the Contemplated Transactions (the "Proxy Statement") shall not, on the date the Proxy Statement, and any amendments or supplements thereto, is first mailed to the stockholders of the Company or at the time of the Company Stockholder Approval contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Proxy Statement will comply in all material respects as to form with the requirements of the Exchange Act. The representations and warranties contained in this Section 2.8 shall not apply to statements or omissions included or incorporated by reference in the Proxy Statement based upon information supplied by the Purchaser or any of its Representatives specifically for use or incorporation by reference therein.

Section 2.9 Litigation. There is no litigation or governmental proceeding pending or, to the knowledge of the Company, threatened in writing, against the Company or any of its Subsidiaries or affecting any of the business, operations, properties, or assets of the Company or any of its Subsidiaries which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is in default with respect to any order, writ, injunction, decree, ruling, or decision of any court, commission, board, or other government agency that is expressly applicable to the Company or any of its Subsidiaries which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.10 Compliance with Laws; Permits. The Company and its Subsidiaries are in compliance with all applicable Laws, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries possess all permits and licenses of governmental authorities that are required to conduct their business, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.11 Taxes. The Company and each of its Subsidiaries has filed all Tax Returns required to be filed within the applicable periods for such filings (with due regard to any extension) and has timely paid all Taxes required to be paid, except for any such failures to file or pay that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company is not a United States real property holding corporation within the meaning of Section 897 of the Code.

Section 2.12 Employee Matters. Except where the failure to comply has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its Subsidiaries are in compliance with all applicable Laws relating to labor, employment, fair employment practices, terms and conditions of employment, and wages and hours, and with the terms of the ERISA Documents, and each such ERISA Document is in compliance with all applicable requirements of ERISA. No labor dispute with the employees of the Company or any of its Subsidiaries exists, or to the knowledge of the Company, is imminent, in either case which dispute would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.13 Environmental Matters. The Company and its Subsidiaries are in compliance with all applicable Requirements of Environmental Law and required Environmental Permits, except, in each case, where the failure to comply has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries have not received within the past three (3) years any written notice from any governmental authority of any violation or alleged violation of any Requirements of Environmental Law or Environmental Permit in connection with their respective properties, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 2.14 Registration Rights. Except as provided in this Agreement or the Registration Rights Agreement or disclosed in the SEC Documents, the Company has not granted any rights to register under the Securities Act any of its presently outstanding securities or any of its securities that may be issued subsequently.

Section 2.15 Investment Company Act. The Company is not, and immediately after giving effect to the sale of the Purchased Shares in accordance with this Agreement and the application of the proceeds thereof will not be required to be registered as, an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act.

Section 2.16 Nasdaq. As of the date hereof, the Company's Common Stock is listed on The Nasdaq Stock Market, LLC ("Nasdaq"), and except for a deficiency letter (the "Notice") described in the Company's Current Report on Form 8-K filed with the SEC on February 18, 2022, no event has occurred, and the Company is not aware of any event that is reasonably likely to occur, that would result in the Common Stock being delisted from the Nasdaq. The Company is in compliance with applicable continued listing requirements of Nasdaq except for the minimum bid requirement described in the Notice ("Minimum Bid Requirement"). The Company has not been informed that it is ineligible for an additional one hundred eighty (180) calendar day compliance period as described in the Notice and is not aware of any facts or circumstances that would cause the Company to lose such eligibility.

Section 2.17 No Brokers or Finders. No Person has or will have, as a result of the Contemplated Transactions, any right, interest or claim against or upon the Company, any of its Subsidiaries or the Purchaser for any commission, fee, or other compensation as a finder or broker because of any act of the Company or any of its Subsidiaries, other than B. Riley Securities, Inc. whose fees are the sole responsibility of the Company.

Section 2.18 Illegal Payments; FCPA Violations. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since January 1, 2022, none of the Company, any of its Subsidiaries or, to the knowledge of the Company, any officer, director, employee, agent, representative or consultant acting on behalf of the Company or any of its Subsidiaries (and only in their capacities as such) has, in connection with the business of the Company: (a) unlawfully offered, paid, promised to pay, or authorized the payment of, directly or indirectly, anything of value, including money, loans, gifts, travel, or entertainment, to any Government Official with the purpose of (i) influencing any act or decision of such Government Official in his or her official capacity; (ii) inducing such Government Official to perform or omit to perform any activity in violation of his or her legal duties; (iii) securing any improper advantage; or (iv) inducing such Government Official to influence or affect any act or decision of such Governmental Authority, except, with respect to the foregoing clauses (i) through (iv), as permitted under the U.S. Foreign Corrupt Practices Act or other applicable Law; (b) made any illegal contribution to any political party or candidate; (c) made, offered or promised to pay any unlawful bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature, directly or indirectly, in connection with the business of the Company, to any person, including any supplier or customer; (d) knowingly established or maintained any unrecorded fund or asset or made any false entry on any book or record of the Company or any of its Subsidiaries for any purpose; or (e) otherwise violated the U.S. Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption or anti-bribery law.

Section 2.19 Economic Sanctions. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company is not, and within the past five (5) years has not been, in contravention of any sanction, and has not engaged in any conduct sanctionable, under U.S. economic sanctions Laws, including applicable Laws administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, 31 C.F.R. Part V, the Iran Sanctions Act, as amended, the Comprehensive Iran Sanctions, Accountability and Divestment Act, as amended, the Iran Threat Reduction and Syria Human Rights Act, as amended, the Iran Freedom and Counter-Proliferation Act of 2012, as amended, and any executive order issued pursuant to any of the foregoing.

Section 2.20 Transactions with Affiliates. Except as disclosed in the SEC Documents, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than as holders of Company Stock Options, Company RSUs, and/or warrants to purchase shares of Common Stock, and for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case that would require disclosure in an SEC filing made by the Company (if such filing were being made on the date hereof) pursuant to Item 404 of Regulation S-K under the Exchange Act.

Section 2.21 Insurance Coverage. The Company and its Subsidiaries maintain in full force and effect insurance coverage from a reputable insurer that is customary for similarly situated companies for the business being conducted and properties owned or leased by the Company and its Subsidiaries, and the Company reasonably believes such insurance coverage to be adequate against all liabilities, claims and risks against which it is customary for similarly situated companies to insure. As of the date hereof, approximately $[*******] of the $[*******] retention under the Company's directors' and officers' insurance policy has been exhausted with respect to the SEC Matter.

Section 2.22 Intellectual Property. The Company owns or possesses sufficient rights to use all Intellectual Property which is necessary to conduct its businesses as currently conducted, except where the failure to own or possess such sufficient rights would not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. The Company has not received, since January 1, 2022, any written notice of, and has no actual knowledge of, any infringement of or conflict with asserted rights of others with respect to any Intellectual Property which, either individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect. For the purposes of this agreement, "Intellectual Property" means all of the following: (a) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice); (b) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and Internet domain names, together with all goodwill associated with each of the foregoing; (c) copyrights and copyrightable works; (d) registrations, applications and renewals for any of the foregoing; and (e) proprietary computer software (including but not limited to data, data bases and documentation).

Section 2.23 Customer Matters. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company has not received, since January 1, 2022, any written notice that any of its customers has ceased, or intends to cease using its goods or services, or to otherwise terminate or reduce its relationship with the Company.

Section 2.24 No Additional Representations. Except for the representations and warranties made by the Company in thisArticle II, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or any Subsidiaries or their respective businesses, operations, assets, liabilities, employees, employee benefit plans, conditions or prospects, and the Company hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither the Company nor any other Person makes or has made any representation or warranty to the Purchaser, or any of its Affiliates or representatives, with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company or any of its Subsidiaries or their respective business, or (b) any oral or written information presented to the Purchaser or any of its Affiliates or representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement or in the course of the Contemplated Transactions. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit the right of the Purchaser and its Affiliates to rely on the representations, warranties, covenants, and agreements expressly set forth in this Agreement, nor will anything in this Agreement operate to limit any claim by any Purchaser or any of its respective Affiliates for actual and intentional fraud.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company that:

Section 3.1 Organization and Power. The Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite limited partnership or other entity power and authority to own its properties and to carry on its business as presently conducted.

Section 3.2 Authorization, Etc. The execution, delivery, and performance by the Purchaser of this Agreement and the Registration Rights Agreement and the consummation by the Purchaser of the Contemplated Transactions do not and will not: (a) violate or result in the breach of any provision of the certificate of formation (or similar organizational document) of the Purchaser; or (b) with the exceptions that are not reasonably likely to have, individually or in the aggregate, a material adverse effect on its ability to perform its obligations under this Agreement and the Registration Rights Agreement: (i) violate any provision of, constitute a breach of, or default under, any judgment, order, writ, or decree applicable to the Purchaser or any material contract to which the Purchaser is a party; or (ii) violate any provision of, constitute a breach of, or default under, any applicable state, federal or local law, rule or regulation. Assuming due authorization, execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

Section 3.3 Government Approvals. No consent, approval, license or authorization of, or filing with, any court or governmental authority is or will be required on the part of the Purchaser in connection with the execution, delivery, and performance by the Purchaser of this Agreement and the Registration Rights Agreement, except for: (a) those which have already been made or granted; (b) the filing with the SEC of a Schedule 13D or Schedule 13G and a Form 3 to report the Purchaser's ownership of the Purchased Shares; or (c) those where the failure to obtain such consent, approval or license would not have a material adverse effect on the ability of the Purchaser to perform its obligations hereunder.

Section 3.4 Sufficient Funds. The Purchaser has as of the date hereof, and will have as of the First Closing, sufficient immediately available funds to pay the First Purchase Price pursuant to Article I at the First Closing. The Purchaser has as of the date hereof, and will have as of the Second Closing sufficient immediately available funds to pay the Second Purchase Price pursuant to Article I at the Second Closing.

Section 3.5 Investment Representations.

(a) The Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser was not organized solely for the purpose of acquiring the Purchased Shares and is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

(b) The Purchaser has been advised by the Company that the Purchased Shares have not been registered under the Securities Act, that the Purchased Shares will be issued on the basis of the statutory exemption provided by Section 4(a)(2) under the Securities Act or Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws, that the Contemplated Transactions have not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon, and that the Company's reliance thereon is based in part upon the representations made by the Purchaser in this Agreement and the Registration Rights Agreement. The Purchaser acknowledges that it has been informed by the Company of, or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of securities, including that such securities may be resold without registration under the Securities Act only in certain limited circumstances.

(c) The Purchaser is purchasing the Purchased Shares for its own beneficial account for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof in violation of federal or state securities laws. The Purchaser acknowledges and agrees that the Purchased Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under the Securities Act and such laws.

(d) By reason of its business or financial experience, the Purchaser has the capacity to protect its own interest in connection with the Contemplated Transactions.

(e) The Company has provided to the Purchaser all documents and information that the Purchaser has requested relating to an investment in the Company. The Purchaser recognizes that investing in the Company involves substantial risks, and has taken full cognizance of and understands all of the risk factors related to the acquisition of the Purchased Shares. The Purchaser is able to bear the economic risk of holding the Purchased Shares for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment. The Purchaser has carefully considered and has, to the extent it believes such discussion necessary, discussed with the Purchaser's professional legal, tax and financial advisers the suitability of an investment in the Company, and the Purchaser has determined that the acquisition of the Purchased Shares is a suitable investment for the Purchaser. The Purchaser acknowledges and affirms that, with the assistance of its advisors, it has conducted and completed its own investigation, analysis and evaluation related to the investment in the Purchased Shares and that it has not relied on the Company for any tax or legal advice in connection with the purchase of the Purchased Shares. In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representations or other information (other than the representations and warranties of the Company set forth in Article II).

Section 3.6 No Prior Ownership. Prior to the First Closing, the Purchaser does not have record or beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of any shares of the Company's Common Stock.

Section 3.7 No Brokers or Finders. No Person has or will have, as a result of the Contemplated Transactions, any right, interest or claim against or upon the Company, any of its Subsidiaries or any Purchaser for any commission, fee or other compensation as a finder or broker because of any act by the Purchaser.

Section 3.8 ERISA. The Purchaser does not hold, and no part of the funds used by the Purchaser to acquire any Purchased Shares constitutes, "plan assets" (within the meaning of the ERISA Regulations). The Purchaser is not (a) an "employee benefit plan" that is subject to Part 4 of Title I of ERISA, (b) a "plan" to which Section 4975 of the Code applies or (c) an entity whose underlying assets could be deemed to include "plan assets" by reason of an employee benefit plan's or a plan's investment in such entity.

Section 3.9 Foreign Control. The Purchaser is wholly-owned and controlled by U.S. citizens and is not a "foreign person" as that term is defined in the DPA. For the avoidance of doubt, the Purchaser is neither a "foreign national," "foreign government" or "foreign entity," nor an entity over which "control" is exercised or exercisable, directly or indirectly, by any "foreign national," "foreign government" or "foreign entity," as those terms are defined in the DPA. The Purchaser has not entered into any agreement or arrangement, formal or informal, directly or indirectly, with any "foreign person" pursuant to which the "foreign person" could acquire "control" of the Purchaser, as those terms are defined in the DPA.

Section 3.10 No Additional Representations. The Purchaser acknowledges and agrees, on behalf of itself and its Affiliates, that, except for the representations and warranties contained in Article II, neither the Company nor any other Person, makes any express or implied representation or warranty with respect to the Company, its Subsidiaries or their respective businesses, operations, assets, liabilities, employees, employee benefit plans, conditions or prospects, and the Purchaser, on behalf of itself and its Affiliates, hereby disclaims reliance upon any such other representations or warranties. In particular, without limiting the foregoing disclaimer, the Purchaser acknowledges and agrees, on behalf of itself and its Affiliates, that neither the Company nor any other Person, makes or has made any representation or warranty with respect to, and the Purchaser, on behalf of itself and its Affiliates, hereby disclaims reliance upon (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, its Subsidiaries or their respective business, or (b) without limiting the representations and warranties made by the Company in Article II, any information presented to the Purchaser or any of its Affiliates or representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement or in the course of the Contemplated Transactions. The Purchaser acknowledges and agrees with the representations and warranties set forth in Section 2.24. To the fullest extent permitted by applicable Law, without limiting the representations and warranties contained in Article II, neither the Company nor any of its Subsidiaries shall have any liability to any Purchaser or its Affiliates or representatives on any basis (including in contract or tort, under federal or state securities laws or otherwise) based upon any other representation or warranty, either express or implied, included in any information or statements (or any omissions therefrom) provided or made available by the Company or its Subsidiaries to Purchaser or its Affiliates or representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement or in the course of the Contemplated Transactions.

ARTICLE IV
COVENANTS OF THE COMPANY

Section 4.1 Acquisition Proposals.

(a) Subject to Section 4.1(b), Section 4.1(c), Section 4.1(d), Section 4.1(e) and Section 4.1(f), from and after the date of this Agreement until the earlier of the First Closing or the termination of this Agreement in accordance with its terms, (i) neither the Company nor any of its Subsidiaries shall, nor shall the Company or any of its Subsidiaries authorize or knowingly permit any of the directors of the Company, the officers or employees of the Company, or any investment bankers, attorneys, accountants or other advisors or other Representatives retained by the Company or its Subsidiaries (collectively, "Company Representatives") to, directly or indirectly, (A) solicit, initiate or knowingly facilitate or encourage the submission of any inquiry, proposal or offer which constitutes, or would reasonably be expect to result in, an Acquisition Proposal, (B) enter into, continue or participate in any discussions or negotiations with, or furnish any non-public information relating to the Company or any of its Subsidiaries to, any Third Party in connection with an Acquisition Proposal, (C) approve, recommend, publicly declare advisable or enter into any agreement in principle, letter of intent, merger agreement, acquisition agreement, joint venture agreement or other similar agreement relating to an Acquisition Proposal (other than any Acceptable Confidentiality Agreement entered into in accordance with this Section 4.1), or (D) agree to or propose publicly to do any of the foregoing, and (ii) the Board of Directors shall not (x) fail to make, withdraw or modify in a manner adverse to the Purchaser (or publicly propose to withdraw, modify or qualify in any manner adverse to the Purchaser) the Company Board Recommendation, (y) adopt, approve, or publicly recommend, endorse or otherwise declare advisable the adoption of, an Acquisition Proposal, or (z) fail to include in the Proxy Statement the Company Board Recommendation (any of the foregoing in this clause (ii), an "Adverse Recommendation Change;" provided, that, for the avoidance of doubt, but subject to compliance by the Company with the terms of this Section 4.1, none of (1) the determination by the Board of Directors in accordance with Section 4.1(f) that an Acquisition Proposal constitutes a Superior Proposal, (2) the disclosure by the Company of such determination in accordance with Section 4.1(f), or (3) the delivery by the Company of the notice required by Section 4.1(e) shall constitute an Adverse Recommendation Change).

(b) Notwithstanding anything contained in this Agreement to the contrary, if at any time after the date of this Agreement and prior to obtaining the Company Stockholder Approval, the Company, any Subsidiary of the Company or any of the Company Representatives receives a written Acquisition Proposal from any Third Party that did not result from a breach of Section 4.1(a) and that the Board of Directors determines in good faith (I) to be bona fide, (II) after consultation with its financial advisor and outside legal counsel, constitutes, or would reasonably be expected to result in, a Superior Proposal or (III) after consultation with its outside legal counsel, that the failure to take such action would reasonably be expected to result in a breach of the fiduciary duties of the Company's directors under applicable Law, then the Company, directly or indirectly through the Company Representatives, may (i) engage in negotiations or discussions with such Third Party and its Representatives and actual or potential sources of financing (including, as a part thereof, making any counterproposal), and (ii) furnish to such Third Party or its Representatives and actual or potential sources of financing non-public information relating to the Company or any of its Subsidiaries pursuant to an Acceptable Confidentiality Agreement; provided, that, prior to or substantially concurrently with the time it is made available to such Third Party, the Company shall make available to the Purchaser any non-public information relating to the Company or its Subsidiaries that is made available to such Third Party and that was not previously made available to the Purchaser.

(c) Notwithstanding anything contained in this Agreement to the contrary at any time prior to obtaining the Company Stockholder Approval, if (A) an Intervening Event has occurred, and (B) the Board of Directors determines in good faith and after taking into account any revisions to the terms of this Agreement that may be offered in writing by Purchaser in accordance with this Section 4.1(c), after consultation with outside legal counsel and its financial advisors, that the failure to make an Adverse Recommendation Change would reasonably be expected to result in a breach of its fiduciary duties under applicable Law, then the Board of Directors may make an Adverse Recommendation Change; provided, that, if the Company is making an Adverse Recommendation Change in response to any Intervening Event (other than an Acquisition Proposal, which shall be governed by Section 4.1(f)), then the Board of Directors of the Company shall not make such Adverse Recommendation Change unless the Company has (i) provided to the Purchaser at least three (3) Business Days' prior written notice (it being understood and agreed that any material change in facts or circumstances relating to an Intervening Event shall require a new notice and a new three (3) Business Day period) that it intends to take such action and specifying in reasonable detail the facts underlying the decision by the Board of Directors to take such action and (ii) during such three (3) Business Day period, if requested by the Purchaser, engaged in good faith negotiations with the Purchaser to amend this Agreement in such a manner that obviates the need for such Adverse Recommendation Change.

(d) In addition, nothing contained herein shall prevent the Board of Directors from (i) complying with Rule14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act with regard to an Acquisition Proposal; provided, that any such action taken or statement made that relates to an Acquisition Proposal shall not be deemed to be an Adverse Recommendation Change if the Board of Directors reaffirms the Company Board Recommendation in such statement or in connection with such action or (ii) making any disclosure to the stockholders of the Company if the Board of Directors determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to result in a breach of its fiduciary duties under applicable Law; provided further that in no event shall the Board of Directors be permitted to make any Adverse Recommendation Change except in accordance with Section 4.1(c) or Section 4.1(f) hereunder, as applicable.

(e) The Company shall notify the Purchaser orally and in writing promptly (but in no event later than 24 hours) after receipt by the Company of any Acquisition Proposal, any proposals or inquiries that would reasonably be expected to lead to an Acquisition Proposal, or any inquiry or request for nonpublic information relating to the Company or any of its Subsidiaries by any Person who has made, or has expressly indicated that such Person is contemplating making, any Acquisition Proposal. Any such notice shall identify the Third Party making, and the material terms and conditions of (or the nature of), any such Acquisition Proposal, inquiry, or request and shall attach a copy of any written Acquisition Proposal (or summary of the terms of any oral Acquisition Proposal) and a copy of all written materials provided by such Person with respect to such Acquisition Proposal. The Company shall keep the Purchaser reasonably informed promptly (but in no event later than 24 hours) after any material changes in status or material terms of any Acquisition Proposal and shall provide to the Purchaser promptly (but in no event later than 24 hours) after receipt thereof of copies of proposed transaction agreements or proposal letters sent or provided to the Company or any of its Subsidiaries that describe any material terms or conditions of any Acquisition Proposal, and keep the Purchaser reasonably informed as to the nature of any information requested of the Company with respect thereto. Upon request of the Purchaser, the Company shall apprise the Purchaser of the status of any such Acquisition Proposal, inquiry, or request. If an Acquisition Proposal shall have been publicly announced (other than by the Purchaser, its Subsidiaries, or any of their respective Affiliates or Representatives), the Company shall publicly reaffirm the Company Board Recommendation within ten (10) Business Days after receipt of a written request by the Purchaser to provide such reaffirmation, unless an Adverse Recommendation Change is permitted by Section 4.1(b); provided, however, that in no event shall the Company be obligated to publicly reaffirm the Company Board Recommendation on more than one occasion with respect to each such publicly announced Acquisition Proposal by any Third Party or on more than one occasion with respect to each publicly announced material modification thereto.

(f) Notwithstanding anything in this Agreement to the contrary, the Board of Directors may make an Adverse Recommendation Change in response to an Acquisition Proposal (or terminate this Agreement pursuant to Section 8.1(d)(i)), only so long as (i) such Acquisition Proposal was not the result of a breach of this Section 4.1(a) and such Acquisition Proposal is not withdrawn, (ii) the Board of Directors has determined in good faith, after consultation with its financial advisor and outside legal counsel and after taking into account any revisions to the terms of this Agreement that may be offered in writing by the Purchaser in accordance with this Section 4.1(f), (A) that such Acquisition Proposal constitutes a Superior Proposal, and (B) that the failure to take make an Adverse Recommendation Change would reasonably be expected to result in a breach of its fiduciary duties under applicable Law, (iii) the Company (A) notifies the Purchaser in writing (a "Change Notice") at least three (3) Business Days before the making of any Adverse Recommendation Change of the determination of the Board of Directors of the Company that such Acquisition Proposal constitutes a Superior Proposal and of its intention to take such action, attaching the most current version of all proposed agreements under which such Superior Proposal is proposed to be consummated and all other material terms and conditions in respect of such Acquisition Proposal and the identity of the Third Party making such Superior Proposal, (B) during the three (3) Business Day period beginning on the date of receipt (or deemed receipt in accordance with Section 9.6) of the Change Notice by the Purchaser, is available to negotiate in good faith with the Purchaser (if requested by the Purchaser) any proposal by the Purchaser to amend the terms and conditions of this Agreement such that such Acquisition Proposal would no longer constitute a Superior Proposal (provided that any amendment, supplement or modification to any Acquisition Proposal shall require the Company to deliver to the Purchaser a new Change Notice and a new negotiation period, except that the new negotiation period under this Section 4.1(f) with respect to any revised Acquisition Proposal shall be two (2) Business Days, instead of three (3) Business Days), and (iv) the Board of Directors (A) shall have considered in good faith any revisions to the terms of this Agreement offered in writing by the Purchaser pursuant to this Section 4.1(f), and (B) shall have determined in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal remains a Superior Proposal.

Section 4.2 Access to Information.

(a) From the date hereof until the earlier of the First Closing and the termination of this Agreement in accordance with its terms and subject to applicable Law and the Confidentiality Agreement, the Company shall, and shall cause each of its Subsidiaries to, (i) give to the Purchaser, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to the employees, offices, properties, books and records of such party, (ii) furnish reasonably promptly to the Purchaser, its counsel, financial advisors, auditors, and other authorized representatives all information (financial or otherwise) as such Persons may reasonably request concerning the Company's and its Subsidiaries' business, properties and personnel, and (iii) instruct its employees, counsel, financial advisors, auditors, and other authorized representatives to reasonably cooperate with the Purchaser in its investigation. Any investigation pursuant to this Section 4.2 shall be conducted under supervision of appropriate personnel of the Company and in such manner as not to unreasonably interfere with the conduct of the business of the Company, and shall not include the collection or analysis of any environmental samples.

(b) The Purchaser will hold, and will cause its Representatives and affiliates to hold, any nonpublic information, including any information exchanged pursuant to this Section 4.2 and Section 6.1, in confidence to the extent required by and in accordance with, and will otherwise comply with, the terms of the Confidentiality Agreement.

Section 4.3 Restrictive Legends.

(a) Each certificate representing the Purchased Shares (unless otherwise permitted by the provisions ofSection 4.3(b)) shall be stamped or otherwise imprinted with a legend in substantially the following form (in addition to any legend required under applicable state securities laws):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND SUCH SHARES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT THAT IS EFFECTIVE UNDER THE SECURITIES ACT; OR (B) PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT.

AS LONG AS THE HOLDER OF THESE SECURITIES IS AN AFFILIATE OF THE ISSUER, THESE SECURITIES MAY NOT BE SOLD, OR OFFERED FOR SALE, IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SALE OF THESE SECURITIES UNDER THE SECURITIES ACT, OR THE SALE OTHERWISE BEING EXEMPT FROM REGISTRATION UNDER SUCH ACT. THE ISSUER MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) Prior to any proposed Transfer of any Purchased Shares, unless there is in effect a registration statement under the Securities Act covering the proposed Transfer, the Purchaser shall give written notice to the Company of the Purchaser's intention to effect such Transfer. Each such notice shall describe the manner and circumstances of the proposed Transfer in sufficient detail, and shall be accompanied by either (i) an opinion of legal counsel reasonably satisfactory to the Company to the effect that the proposed Transfer of the Purchased Shares may be effected without registration under the Securities Act, or (ii) any other evidence reasonably satisfactory to counsel to the Company. Upon delivery thereof that is reasonably satisfactory to the Company, the Purchaser shall be entitled to Transfer such Purchased Shares in accordance with the terms of the notice delivered by the Purchaser to the Company. Notwithstanding the foregoing, in the event the Purchaser shall give the Company a representation letter containing such representations as the Company shall reasonably request, the Company will not require such legal opinion or such other evidence in any transaction in which the Purchaser distributes the Purchased Shares solely to its majority owned subsidiaries or Affiliates for no consideration.

Section 4.4 Conduct of Business Covenant. Except for matters set forth inSection 4.4 of the Disclosure Letter, as expressly permitted or required by this Agreement including Section 7.2 of this Agreement, as required by applicable Law or Governmental Authority or with the prior written consent (which may include an electronic transmission) of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), from and after the date hereof and prior to the earlier of the First Closing or the termination of this Agreement in accordance with its terms, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course consistent with past practice and use its commercially reasonable efforts to (i) preserve intact its present business organization, (ii) keep available the services of its present directors, officers, and Key Employees, and (iii) preserve its relationships with its material customers, lenders, suppliers and others having material business relationships with it. Without limiting the generality of the foregoing, except for matters set forth in Section 4.4 of the Disclosure Letter, as expressly permitted or required by this Agreement, as required by applicable Law or with the prior written consent (which may include an electronic transmission) of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), between the date hereof and the earlier of the Second Closing or the termination of this Agreement in accordance with its terms, as applicable, the Company shall not, nor shall it permit any of its Subsidiaries to:

(a) (i) amend the certificate of incorporation or bylaws of the Company or (ii) amend, other than immaterial changes in respect of wholly-owned Subsidiaries, the comparable organizational documents of any Subsidiary of the Company;

(b) (i) split, combine or reclassify any shares of its capital stock, (ii) authorize, declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, or enter into any agreement with respect to the voting of, any capital stock of the Company or any of its Subsidiaries, other than dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent or (iii) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any Company Securities or any Company Subsidiary Securities, other than (A) the acquisition or withholding by the Company of shares of Common Stock in connection with the surrender of shares of Common Stock by holders of Company Stock Options in order to pay the exercise price thereof, (B) the acquisition or withholding of shares of Common Stock to satisfy Tax obligations with respect to awards granted pursuant to the Stock Plans, (C) the acquisition by the Company of any restricted shares in connection with the forfeiture of such awards and (D) as required by any Stock Plan as in effect on the date of this Agreement;

(c) (i) issue, deliver, sell, grant, pledge, transfer, subject to any Lien or otherwise encumber or dispose of, any Company Securities or Company Subsidiary Securities, other than the issuance of (A) any shares of Common Stock upon the exercise of Company Stock Options or any options or purchase rights under the Company ESPP or settlement of Company RSUs, in each case, that are outstanding on the date of this Agreement and in each case in accordance with their terms on the date of this Agreement, (B) awards of Company RSUs to consultants under the Stock Plans and awards of Company RSUs under the Stock Plans to any newly hired or promoted employees or to employees for retention purposes, in each case, in the ordinary course of business consistent with past practice or (C) any Company Subsidiary Securities to the Company or any other wholly-owned Subsidiary of the Company; or (ii) amend any term of any Company Security or any Company Subsidiary Security;

(d) adopt a plan or agreement of, or resolutions providing for or authorizing, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization, each with respect to the Company or any of its Subsidiaries (other than the dissolution of any inactive Subsidiary of the Company and reorganizations solely among Subsidiaries of the Company) or consummate any of the foregoing;

(e) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any equity interest or securities in, or any material amount of other assets, properties, interests or businesses of, any Person, or enter into any new line of business that is material to the Company and its Subsidiaries, taken as a whole;

(f) sell, lease, exclusively license, exchange, swap, abandon, allow to lapse or cancel any Intellectual Property owned by the Company (other than the natural expiration thereof or, with respect to allowing Intellectual Property owned by the Company to become abandoned, lapsed, or cancelled, in connection with the Company's exercise of its reasonable business judgment); or sell, lease, exchange, swap, or otherwise transfer or dispose of any of the Company's or its Subsidiaries' material assets, securities, properties, interests or businesses, other than (i) pursuant to existing Contract in effect prior to the date of this Agreement, or (ii) sales of Company products and services, inventory or used equipment in the ordinary course of business consistent with past practice;

(g) (i) repurchase, prepay, redeem, defease, assume, endorse, guarantee, incur or otherwise become liable for or modify the terms of any indebtedness for borrowed money or sell or issue any debt securities or other rights to acquire any debt securities (directly, contingently or otherwise), or (ii) make any loans, advances or capital contributions to, or investments in, any other Person (other than to the Company or any of its wholly-owned Subsidiaries in the ordinary course of business and advances of expenses to employees in the ordinary course of business);

(h) except as required by the terms of any Company Employee Plan as in effect on the date of this Agreement: (i) grant any severance, retention or termination pay to, or enter into or amend any employment, severance, retention, termination, change in control or severance agreement with, any current or former Key Employee, (ii) hire any new employee who would constitute a Key Employee, other than in the ordinary course of business consistent with past practice in order to replace a Key Employee whose employment terminates (so long as the applicable replacement Key Employee receives compensation and benefit terms that are no more favorable to the new Key Employee than compensation and benefits held by the Key Employee that is being replaced), (iii) grant to any current or former director or Key Employee of the Company or any of its Subsidiaries any material increase in compensation, target bonus or benefits, in addition to those pursuant to arrangements in effect on the date hereof, other than in the ordinary course of business, (iv) establish, adopt, enter into or materially amend or modify any Company Employee Plan (other than entering into offer letters that contemplate "at will" employment that is terminable without payment or notice or, where required by applicable Law, employment agreements consistent with the Company's practices in the applicable jurisdiction, or cash bonus or cash incentive plans for performance periods not exceeding one (1) year in the ordinary course of business consistent with past practice to replace such plans covering performance periods that end prior to the Second Closing), (v) take any action to accelerate any payment or benefit, or the funding of any payment or benefit, payable or to become payable to any of its directors employees or other service providers, other than in the ordinary course of business consistent with past practice, (vi) establish, enter into, adopt or amend any works council, collective bargaining or similar labor-related agreement, except as required by applicable Law, (vii) announce, implement or effect any material reduction in labor force, lay-off, early retirement program or other effort concerning termination of employment of employees of the Company or any of its Subsidiaries (other than routine employee terminations in the ordinary course of business), or (viii) terminate any Key Employee other than for cause;

(i) make any change in any financial accounting principles, methods or practices (including any Tax accounting policies or procedures) or any of its methods of reporting income, deductions or other material items for financial or Tax accounting purposes, in each case except for any such change required by GAAP or applicable Law, including Regulation S-X under the Exchange Act;

(j) make, change or revoke any material Tax election (other than in the ordinary course of business consistent with past practice), change any annual Tax accounting period, adopt or change any method of material Tax accounting, amend, refile or otherwise revise any previously filed Tax Returns, enter into any closing agreement, settle or compromise any Tax claim or assessment, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of Taxes, enter into any Tax indemnity or similar agreements or arrangements (other than customary commercial agreements not primarily related to Taxes), undertake any restructuring or engage in any transaction that may transfer the ownership of any Intellectual Property;

(k) discharge, pay, settle or offer or propose to settle, (i) any litigation, investigation, arbitration, proceeding or other claim involving or against the Company or any of its Subsidiaries, (ii) any shareholder litigation or dispute against the Company or any of its officers or directors, or (iii) any litigation, arbitration, proceeding or dispute that relates to the Contemplated Transactions;

(l) enter into, as a tenant or subtenant, any lease of real property, under which the rent to be charged exceeds two hundred fifty thousand ($250,000) for any twelve (12)-month period, other than ordinary course of business extensions and renewals of leases existing as of the date hereof with a term of no more than one (1) calendar year;

(m) except in the ordinary course of business consistent with the past practice and except as provided in an annual operating plan as approved by the Board of Directors of the Company, make any new capital expenditure or expenditures, or commit to do so;

(n) terminate, cancel, amend or modify any insurance coverage policy maintained by the Company or any of its Subsidiaries that is not concurrently replaced by a comparable amount of insurance coverage, other than renewals in the ordinary course of business;

(o) except in the ordinary course of business consistent with past practice, (i) enter into any Contract that would, if entered into prior to the date hereof, be a material Contract that was required to be filed or furnished by the Company as exhibits to the SEC Documents to which the Company is a party or the property or assets of the Company is subject (collectively, the "Material Contracts", (ii) materially modify, materially amend or terminate any Material Contract or (iii) waive, release, terminate, amend, renew or assign any material rights or claims of the Company or any of its Subsidiaries under any Material Contract;

(p) enter into or adopt any "poison pill" or similar stockholder rights plan that would prevent or preclude the Contemplated Transactions;

(q) agree, authorize or commit to do any of the foregoing

Section 4.5 Proxy Statement.

(a) As soon as reasonably practicable (and in no event later than forty (40) days after the date hereof), the Company shall prepare and file the Proxy Statement in preliminary form with the SEC; provided that the Company shall provide the Purchaser and its counsel a reasonable opportunity to review the Company's proposed preliminary Proxy Statement in advance of filing and consider in good faith any comments reasonably proposed by Purchaser and its counsel. Subject to Section 4.1, the Proxy Statement shall include (and shall not subsequently withdraw or modify) the Company Board Recommendation. The Company shall use its reasonable best efforts to cause the Proxy Statement to be mailed to its stockholders as promptly as practicable following clearance of the Proxy Statement by the SEC. The Purchaser shall furnish to the Company all information concerning the Purchaser as may be reasonably required by the Company in connection with the Proxy Statement. Each of the Company and the Purchaser shall promptly correct any information provided by it for use in the Proxy Statement if and to the extent that such information shall have become false or misleading in any material respect, and the Company shall take all steps necessary to amend or supplement the Proxy Statement and to cause the Proxy

Statement, as so amended or supplemented, to be filed with SEC and mailed to its stockholders, in each case as and to the extent required by applicable Law. The Company shall (i) as promptly as practicable after receipt thereof, provide the Purchaser and its counsel with copies of any written comments, and advise the Purchaser and its counsel of any oral comments, with respect to the Proxy Statement (or any amendment or supplement thereto) received from the SEC or its staff, (ii) provide the Purchaser and its counsel a reasonable opportunity to review the Company's proposed response to such comments and (iii) consider in good faith any comments reasonably proposed by the Purchaser and its counsel.

(b) In addition to the proposals required to effect the Contemplated Transactions, the Proxy Statement shall include (i) a proposal to approve a reverse stock split of the issued and outstanding shares of Common Stock of the Company (the "Reverse Stock Split Proposal"), such split to combine a number of outstanding shares of Common Stock at a ratio of between 1-for-2 and 1-for-15, such number consisting of only whole shares, into one (1) share of Common Stock, provided that such reverse stock split, if approved by the stockholders of the Company (such approval, the "Reverse Stock Split Approval"), shall be subject to the discretion of the Board of Directors and may be effected within one (1) year of obtaining such Reverse Stock Split Approval and would require an amendment to the Certificate of Incorporation in the form attached hereto as Exhibit C; and (ii) a proposal to approve an amendment to the Certificate of Incorporation in the form attached hereto as Exhibit D (such approval, the "Charter Amendment Approval"). Neither the Reverse Stock Split Approval nor the Charter Amendment Approval shall be deemed as a condition to any obligation of the Purchaser under this Agreement.

Section 4.6 Company Stockholder Meeting. The Company shall cause a meeting of its stockholders (the "Company Stockholder Meeting") to be duly called and held as soon as reasonably practicable following clearance of the Proxy Statement by the SEC for the purpose of obtaining the Company Stockholder Approval. As soon as reasonably practicable following the establishment of the record date for the Company Stockholder Meeting and clearance of the Proxy Statement by the SEC, the Company shall cause the definitive Proxy Statement to be mailed to the stockholders of Company entitled to vote at the Company Stockholder Meeting. Notwithstanding the first sentence of this Section 4.6, the Company may adjourn or postpone the Company Stockholder Meeting (i) after consultation with the Purchaser, to the extent necessary to ensure that any required supplement or amendment to the Proxy Statement is provided to the Company's stockholders within a reasonable amount of time in advance of the Company Stockholder Meeting, (ii) as otherwise required by applicable Law or (iii) if as of the time for which the Company Stockholder Meeting is scheduled as set forth in the Proxy Statement, there are insufficient shares of Common Stock represented (in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Stockholder Meeting or there are insufficient shares of Common Stock voting in favor to obtain Company Stockholder Approval. The Board of Directors of the Company shall (A) subject to Section 4.1, include the Company Board Recommendation in the Proxy Statement, (B) subject to Section 4.1, use its reasonable best efforts to obtain the Company Stockholder Approval, and (C) otherwise comply with all legal requirements applicable to such meeting.

Section 4.7 Use of Proceeds. The Company shall use the net proceeds from the Purchase and Sale for working capital, capital expenditure and other general corporate purposes, including but not limited to, the implementation of the Integration Plans.

ARTICLE V
COVENANTS OF THE PURCHASER

Section 5.1 Conduct of the Purchaser. From and after the date hereof and prior to the earlier of the Second Closing or the termination of this Agreement in accordance with its terms, the Purchaser shall use its commercially reasonable efforts not to, and shall use its commercially reasonable efforts to cause each of its Subsidiaries not to, take or omit to take any action that impedes, interferes with, hinders or delays in any material respect, or would reasonably be expected to prevent or materially impede, interfere with, hinder or delay in any material respect, the consummation by the Purchaser of the Contemplated Transactions on a timely basis.

ARTICLE VI
COVENANTS OF THE PARTIES

Section 6.1 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, the Company and the Purchaser shall cooperate with each other and use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the Contemplated Transactions as promptly as practicable, including (i) preparing and filing as promptly as practicable after the date hereof with any Governmental Authority all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, financial statements, records, applications and other documents, in each case, to the extent applicable, (ii) obtaining and maintaining all approvals, consents, registrations, Permits, authorizations, licenses, waivers and other confirmations required to be obtained from any Governmental Authority that are necessary to consummate the Contemplated Transactions and (iii) executing and delivering any additional instruments necessary to consummate the Contemplated Transactions.

Section 6.2 Public Announcements. From and after the date of this Agreement, until such time as this Agreement has been terminated in accordance with its terms, or an Adverse Recommendation Change has occurred in accordance with Section 4.1, the Purchaser and the Company shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution), making any other public statement or scheduling any press conference or conference call with investors or analysts with respect to this Agreement or the Contemplated Transactions and, except in respect of any such press release, communication, other public statement, press conference or conference call as may be required by applicable Law or any listing agreement with or rule of any national securities exchange or association (in which case each party hereto shall endeavor, on a basis reasonable under the circumstances, to provide a reasonable opportunity to the other party to review and comment on such press release, communication, other public statement or matters to be covered on such conference call in advance and shall consider in good faith all reasonable comments of such other party), shall not issue any such press release, have any such communication, make any such other public statement or schedule any such press conference or conference call prior to such consultation. Notwithstanding the foregoing, this Section 6.2 shall not apply to any press release or other public statement made by the Company or the Purchaser (a) that is consistent with prior disclosure and does not contain any information relating to the Contemplated Transaction that has not been previously announced or made public in accordance with the terms of this Agreement or (b) is made to its auditors, attorneys, accountants, financial advisors or limited partners.

Section 6.3 Further Assurances. At and after the First Closing, each of the Purchaser and the Company shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Contemplated Transactions.

Section 6.4 Notices of Certain Events. Each of the Company and the Purchaser shall promptly notify the other of:

(a) any notice or other communication from any Person alleging that the consent of such Person is required in connection with the Contemplated Transactions;

(b) any notice or other communication from any Governmental Authority in connection with Contemplated Transactions;

(c) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against the Company or any of its Subsidiaries or the Purchaser and any of its Subsidiaries, as the case may be, that relate to the consummation of the Contemplated Transactions; and

(d) any representation or warranty made in this Agreement becoming untrue or inaccurate such that the conditions set forth in Article VII would not be satisfied or of any failure to comply with any covenant to be complied with under this Agreement such that the conditions in Article VII would not be satisfied.

The failure to deliver any such notice shall not affect any of the conditions set forth in Article VII or give rise to any right to terminate under Article VII.

Section 6.5 Cooperation Covenant. Prior to the First Closing, the Company shall use commercially reasonable efforts to provide to the Purchaser, and shall cause each of its Subsidiaries to use its commercially reasonable efforts to provide, and shall use its reasonable best efforts to cause its Representatives to provide all cooperation reasonably requested by the Purchaser to assist and cooperate with the Purchaser in connection with the Integration Plans. The Purchaser shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses (including attorneys' fees), interest, awards, judgments and penalties suffered or incurred in connection with this Section 6.5 to the extent arising or resulting from the Appointed Chief Executive Officer's or Purchaser's gross negligence or willful misconduct. During the period from the date of this Agreement until the earlier of (x) the First Closing, (y) the termination of this Agreement in accordance with its terms or (z) such time, if any, as the Company reasonably determines that any such meetings would have a detrimental effect on the Company's business, the Company shall use commercially reasonable efforts to assist the Purchaser, upon the reasonable request of the Purchaser, in arranging meetings and facilitating access for Purchaser and its Representatives with customers and suppliers of the Company and its Subsidiaries; provided that the Company shall be present at all times during any such meetings or conversations.

Section 6.6 Indemnification and Insurance. From and following the First Closing, the Purchaser shall cause the Company, and the Company hereby agrees, to do the following:

(a) All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the First Closing and rights to advancement of expenses relating thereto now existing in favor of any Person who is or prior to the First Closing becomes, or has been at any time prior to the date of this Agreement, a present or former director, officer, employee or agent (including as a fiduciary with respect to an employee benefit plan) of the Company, any of its Subsidiaries or any of their respective predecessors (each, an "Indemnified Person") as provided in the Certificate of Incorporation, the Bylaws, the organizational documents of any Subsidiary of the Company or any indemnification agreement, or other agreements containing any indemnification provisions, including any employment agreements, between such Indemnified Person and the Company or any of its Subsidiaries shall survive the First Closing and the Company shall not take any actions to amend, repeal or otherwise modify them in any manner that would adversely affect any right thereunder of any such Indemnified Person, unless otherwise required by Law. For six (6) years after the First Closing, the Company and each of its Subsidiaries shall, and the Purchaser shall, if applicable, vote its shares of Common Stock to cause the Company and each of its Subsidiaries to, cause to be maintained in effect provisions in the Certificate of Incorporation and Bylaws and the governing documents of each of its Subsidiaries (or in such documents of any successor to the business of the Company or any of its Subsidiaries) regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses that are no less advantageous to the intended beneficiaries than the corresponding provisions in the Certificate of Incorporation and Bylaws and the governing documents of each of its Subsidiaries in existence on the date of this Agreement. From and after the First Closing, any agreement of any Indemnified Person with the Company or any of its Subsidiaries regarding elimination of liability, indemnification or advancement of expenses shall continue in full force and effect in accordance with its terms.

(b) For six (6) years after the First Closing, the Company shall, and the Purchaser shall, if applicable, vote its shares of Common Stock to cause the Company to, indemnify and hold harmless all Indemnified Persons to the fullest extent permitted by Delaware Law in the event of any threatened or actual claim, suit, action, proceeding or investigation (a "Claim"), whether civil, criminal or administrative, based in whole or in part on, or arising in whole or in part out of, or pertaining to (i) the fact that the Indemnified Person is or was a director (including in a capacity as a member of any board committee), officer, employee or agent of the Company, any of its Subsidiaries or any of their respective predecessors prior to the First Closing, or (ii) this Agreement or any of the Contemplated Transactions, whether in any case such Claim is made before, on or after the First Closing, against any losses, claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each Indemnified Person to the fullest extent permitted by applicable Law upon receipt of any undertaking required by applicable Law and an undertaking from such Person prior to the advancement of any such amounts that such Indemnified Person shall reimburse the Company any funds to which a court of competent jurisdiction has determined, by a final, nonappealable order or judgment, such Indemnified Person is not entitled), judgments, fines and amounts paid in settlement of or in connection with any such threatened or actual Claim. The Company shall not settle, compromise or consent to the entry of any judgment in any threatened or actual Claim for which indemnification could be sought by an Indemnified Person hereunder, unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person from all liability arising out of such Claim or such Indemnified Person otherwise consents in writing to such settlement, compromise or consent. The Company shall reasonably cooperate with an Indemnified Person in the defense of any matter for which such Indemnified Person could seek indemnification hereunder.

(c) Prior to the First Closing, the Company shall obtain and fully pay the premiums for thenon-cancellable extension of the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies and the Company's existing fiduciary liability insurance policies (collectively, "D&O Insurance"), in each case for a claims reporting or discovery period of at least six (6) years from and after the First Closing with respect to any claim related to any period of time at or prior to the First Closing (including claims with respect to this Agreement and the Contemplated Transactions and other actions contemplated hereby) from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to D&O Insurance with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under the Company's existing policies with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against a director or officer of the Company or any of its Subsidiaries by reason of him or her serving in such capacity that existed or occurred at or prior to the First Closing; provided that in no event shall the Company be required to pay aggregate premiums for D&O Insurance under this Section 6.6(c) in excess of $1,100,000, it being understood that if the aggregate premiums of such insurance coverage exceed such amount, the Company shall be entitled to provide as much coverage as may be obtained for such $1,100,000 amount.

(d) If the Company or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its property and assets to any Person, then, and in each such case, proper provision shall be made so that the applicable successor, assign or transferee shall assume the obligations set forth in this Section 6.6 (including this Section 6.6(d)).

(e) The rights of each Indemnified Person under this Section 6.6 shall be in addition to any rights such Person may have under the certificate of incorporation and bylaws of the Company or any of its Subsidiaries, under the DGCL or any other applicable Law, under any agreement of any Indemnified Person with the Company or any of its Subsidiaries or otherwise. These rights shall survive consummation of the Contemplated Transactions and are intended to benefit, and shall be enforceable by, each Indemnified Person. The obligations of the Purchaser and the Company under this Section 6.6 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnified Person without the consent of such Indemnified Person.

(f) The Company shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Person in enforcing the indemnity and other obligations provided in this Section 6.6; provided that each Indemnified Person shall, prior to the advancement of any such expenses, be required to provide a written undertaking to the Company that such Indemnified Person shall reimburse the Company any funds to which a court of competent jurisdiction has determined by a final, nonappealable order or judgment such Indemnified Person is not entitled hereunder.

(g) The Company shall pay on an as-incurred basis the fees and expenses of such Indemnified Person (including the reasonable fees and expenses of counsel) in advance of the final disposition of any action, suit, proceeding or investigation that is the subject of the right to indemnification, provided that such Person shall, prior to the receipt of any such advancements, undertake to reimburse the Company for all amounts so advanced if a court of competent jurisdiction determines, by a final, nonappealable order or judgment, that such Person is not entitled to indemnification.

Section 6.7 No Control of Other Party's Business. Nothing contained in this Agreement shall give the Purchaser, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the First Closing. Prior to the First Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' operations.

Section 6.8 Registration Rights Agreement. At or prior to the First Closing, each of the Purchaser and the Company shall execute and deliver to the other party the Registration Rights Agreement.

Section 6.9 SEC Matter Issuances. From the First Closing until the Director End Time, in the event that during a fiscal quarter the Company incurs reasonable and documented out-of-pocket expenses related to the SEC Matter that are not reimbursable under the Company's insurance policy or otherwise excluded from such insurance policy covering the Company and its Subsidiaries in connection with the SEC Matter (the "SEC Quarterly Expenses"), then the Purchaser shall be entitled to receive the number of shares of Common Stock (the "SEC Contingency Compensation") equal to a quotient (A) the numerator of which is equal to the SEC Quarterly Expenses, and (B) the denominator of which is equal to the volume-weighted average price of one (1) share of Common Stock for the trading period during the fiscal quarter for which the SEC Quarterly Expenses are payable. No fractional shares shall be issued by the Company as the number of shares of the SEC Contingency Compensation shall be rounded down to the nearest whole number. The SEC Contingency Compensation shall be issued no later than the due date of the Company's periodic report for the fiscal quarter for which such SEC Quarterly Expenses are payable.

ARTICLE VII
CONDITIONS TO THE PARTIES' OBLIGATIONS

Section 7.1 Conditions to the Obligations of Each Party. The respective obligations of each party to consummate the Contemplated Transactions to be consummated at the First Closing are subject to the satisfaction, on or prior to the First Closing Date, of each of the following conditions precedent:

(a) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained in accordance with Nasdaq Listing Rule 5635(b).

(b) No Restraints. No temporary restraining order, decree, ruling, injunction or judgment, preliminary or permanent injunction or other judgment issued by any Governmental Authority of competent jurisdiction shall be in effect enjoining, restraining, or otherwise prohibiting the consummation of the Purchase and Sale and no Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or declared applicable to the consummation of the Purchase and Sale any applicable Law that is in effect, which has the effect of enjoining, restraining or otherwise prohibiting the consummation of the Contemplated Transactions (collectively, "Restraints").

Section 7.2 Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to consummate the Contemplated Transactions to be consummated at the First Closing are subject to the satisfaction, on or prior to the First Closing Date, of each of the following conditions precedent:

(a) Performance. The Company shall have performed and complied in all material respects with all of its obligations under this Agreement required to be performed by it or complied with at or prior to the First Closing (or any such failure to perform or comply shall have been cured).

(b) Representations and Warranties.

(i) The representations and warranties of the Company contained in Section 2.1, Section 2.2 and Section 2.17 (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true in all material respects as of the date of this Agreement and at and as of the First Closing, as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time);

(ii) the representations and warranties of the Company set forth in Section 2.4(a) (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct in all but *de minimis* respects as of the date of this Agreement and as of the First Closing, as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time); and

(iii) the other representations and warranties of the Company contained in Article II (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct as of the date of this Agreement and at and as of the First Closing, as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, in the case of this clause (iii) only, only such exceptions as would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Covenants. The Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the First Closing.

(d) Resignation of Directors. At or prior to the First Closing, Company shall have obtained the resignation of all current directors; provided, however, that in no event shall the Continuing Directors be required to resign; provided, further, that nothing in this Agreement shall prevent the resignation of all of the current directors, other than the Continuing Directors.

(e) Voting Agreement . Each officer and director of the Company shall have executed and delivered to the Company an Insiders Voting Agreement, in the form attached hereto as Exhibit E (the "Insiders Voting Agreement ") and voted his or her shares for each of the proposals of the Proxy Statement.

Section 7.3 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Contemplated Transactions are subject to the satisfaction, on or prior to the First Closing Date, of each of the following conditions precedent:

(a) Representations and Warranties.

(i) The representations and warranties of the Purchaser contained in Section 3.1, Section 3.2 and Section 3.4 shall be true in all material respects at and as of the date of this Agreement and at and as of the First Closing, as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time);

(ii) The representations and warranties of the Purchaser contained in Section 3.9 shall be true in all respects at and as of the date of this Agreement and at and as of the First Closing, as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time); and

(iii) the other representations and warranties of the Purchaser contained in Article III (disregarding all materiality and material adverse effect qualifications contained therein) shall be true at and as of the date of this Agreement and at and as of the First Closing, as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, in the case of this clause (ii) only, only such exceptions as would not have, individually or in the aggregate, a material adverse effect.

(b) Covenants. The Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Purchaser at or prior to the First Closing.

(c) Consideration for the Initial Shares. The Purchaser shall have paid the First Purchase Price for the Initial Shares in full at the First Closing by wire transfer of immediately available funds to an account designated in writing by the Company, provided that the Purchaser may cause to have paid up to $800,000 at the First Closing.

(d) Voting Agreement. The Purchaser shall have executed and delivered to the Company a Voting Agreement, in the form attached hereto as Exhibit F (the "Purchaser Voting Agreement"), and the Purchaser Voting Agreement shall be in full force and effect as of the First Closing.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. This Agreement may be terminated and the Purchase and Sale may be abandoned at any time prior to the First Closing (notwithstanding any Company Stockholder Approval):

(a) by mutual written agreement of the Company and the Purchaser;

(b) by either the Company or the Purchaser, if:

(i) the First Closing has not been consummated on or before the date that is six (6) months after the date hereof (as such date may be extended pursuant to Section 9.12, the "End Date"); provided, that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any party whose breach of any provision of this Agreement in any material respect is the primary cause of the failure of the First Closing to be consummated by the End Date;

(ii) if any Restraint shall be in effect permanently restraining, enjoining or otherwise permanently prohibiting the consummation of the Purchase and Sale on substantially the terms contemplated by this Agreement, and such Restraint shall have become final and nonappealable; provided that the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not be available to any party whose breach of any provision of this Agreement in any material respect is the primary cause of such Restraint;

(iii) at the Company Stockholder Meeting (including any adjournment or postponement thereof), the Company Stockholder Approval shall not have been obtained; or

(c) by the Purchaser:

(i) prior to obtaining the Company Stockholder Approval, if (A) the Board of Directors of the Company or any duly authorized committee thereof shall have effected an Adverse Recommendation Change or (B) the Company or the Company Representatives willfully and materially violated Section 4.1(a) of this Agreement; or

(ii) if there is any inaccuracy of any representation or warranty made by the Company in this Agreement or any breach, violation or failure to perform any covenant or agreement on the part of the Company set forth in this Agreement, which inaccuracy, breach, violation or failure, either individually or in the aggregate, if continuing at the First Closing (A) would cause the condition set forth in Section 7.2(a) or Section 7.2(b) not to be satisfied, and (B) is incapable of being cured by the End Date (a "Company Terminating Breach"); provided that the right to terminate this Agreement pursuant to this Section 8.1(c)(ii) shall not be available to the Purchaser if a Purchaser Terminating Breach shall have occurred and be continuing at the time the Purchaser delivers notice of its election to terminate this Agreement pursuant to this Section 8.1(c)(ii); or

(d) by the Company, if:

(i) the Board of Directors of the Company authorizes the Company, pursuant to, and in compliance with, Section 4.1(f), to enter into a definitive agreement concerning a Superior Proposal; provided that the Company pays the Company Termination Fee and the Reimbursement Obligations payable pursuant to Section 8.2(b)(ii); or

(ii) there is any inaccuracy of any representation or warranty made by the Purchaser in this Agreement or any breach, violation or failure to perform any covenant or agreement on the part of the Purchaser set forth in this Agreement which inaccuracy, breach, violation or failure, either individually or in the aggregate, if continuing at the First Closing (A) would cause the conditions set forth in Section 7.3(a) or Section 7.3(b) not to be satisfied, and (B) is incapable of being cured by the End Date (a "Purchaser Terminating Breach"); provided that the right to terminate this Agreement pursuant to this Section 8.1(d)(ii) shall not be available to the Company if a Company Terminating Breach shall have occurred and be continuing at the time the Company delivers notice of its election to terminate this Agreement pursuant to this Section 8.1(d)(ii).

The party desiring to terminate this Agreement pursuant to this Section 8.1 (other than pursuant to Section 8.1(a)) shall give written notice of such termination to the other party.

Section 8.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 8.1, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or Representative of such party) to the other party hereto; provided that (i) the provisions of Section 6.5 as they relate to the Purchaser's indemnification, hold harmless and reimbursement obligations, this Section 8.2, Article IX and the Confidentiality Agreement shall survive any termination hereof pursuant to Section 8.1 and (ii) neither the Company nor the Purchaser shall be relieved or released from any liabilities or damages arising out of fraud or its willful and material breach of any provision of this Agreement.

(b) Company Termination Fee and Expense Reimbursement.

(i) If this Agreement is terminated by the Purchaser pursuant to Section 8.1(c)(i), then the Company shall pay amounts equal to (A) seven hundred fifty thousand dollars ($750,000) (the "Company Termination Fee") and (B) up to three hundred fifty thousand dollars ($350,000) as reimbursement of reasonable, documented and out-of-pocket expenses incurred by the Purchaser in connection with this Agreement, including but not limited to reasonable, documented and out-of-pocket legal and advisory fees paid in connection therewith (the "Reimbursement Obligations") to the Purchaser in immediately available funds within two (2) Business Days after such termination.

(ii) If this Agreement is terminated by the Company pursuant to Section 8.1(d)(i), then the Company shall pay the Company Termination Fee and the Reimbursement Obligations to the Purchaser in immediately available funds substantially concurrently with (and as a condition to) such termination.

(iii) If this Agreement is terminated by either party pursuant to Section 8.1(b)(iii) of this Agreement, then the Company shall pay the Reimbursement Obligations to the Purchaser in immediately available funds within two (2) Business Days after such termination.

(iv) In no event shall the Company be required to pay the Company Termination Fee or the Reimbursement Obligations on more than one occasion. The Purchaser agrees that, upon any termination of this Agreement under circumstances where the Company Termination Fee or the Reimbursement Obligations are payable by the Company pursuant to this Section 8.2(b) and such fees or reimbursement obligations are paid in full, except in the case of fraud or a willful and material breach of the Company's representations, warranties, covenants or agreements set forth in this Agreement prior to termination of this Agreement, the Purchaser shall be precluded from any other remedy against the Company, at law or in equity or otherwise, and the Purchaser shall seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the Company or any of the Company's Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, stockholders or Affiliates or their respective Representatives in connection with this Agreement or the Contemplated Transactions.

(v) Each of the Company and the Purchaser acknowledges that the agreements contained in this Section 8.2(b) are an integral part of the Contemplated Transactions and that, without these agreements, the other party would not enter into this Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.1 No Survival. The representations, warranties, covenants and agreements of the Company contained in this Agreement shall not survive, and shall terminate automatically as of, the First Closing, and there shall be no liability in respect thereof, whether such liability has accrued prior to or after the First Closing, on the part of the Company or any of its Representatives; provided that this Section 9.1 shall not limit any covenant or agreement by the Company that by its terms contemplates performance after the First Closing, including the Company's obligations to consummate the Second Closing in accordance with this Agreement.

Section 9.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts of signature pages to this Agreement may be transmitted by PDF (portable document format), e-mail, facsimile, or other means of electronic transmission and such means of electronic transmission will be deemed as sufficient as if actual signature pages had been delivered.

Section 9.3 Governing Law.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

(b) Any dispute relating hereto shall be heard first in the Delaware Court of Chancery, and, if applicable, in any state or federal court located in of Delaware in which appeal from the Court of Chancery may validly be taken under the laws of the State of Delaware (each a "Chosen Court" and collectively, the "Chosen Courts"), and the parties agree to the exclusive jurisdiction and venue of the Chosen Courts. Such Persons further agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Contemplated Transactions or by any matters related to the foregoing (the "Applicable Matters") shall be brought exclusively in a Chosen Court, and that any proceeding arising out of this Agreement or any other Applicable Matter shall be deemed to have arisen from a transaction of business in the state of Delaware, and each of the foregoing Persons hereby irrevocably consents to the jurisdiction of such Chosen Courts in any such proceeding and irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that such Person may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such Chosen Court or that any such proceeding brought in any such Chosen Court has been brought in an inconvenient forum.

(c) Such Persons further covenant not to bring a proceeding with respect to the Applicable Matters (or that could affect any Applicable Matter) other than in such Chosen Court and not to challenge or enforce in another jurisdiction a judgment of such Chosen Court.

(d) Process in any such proceeding may be served on any Person with respect to such Applicable Matters anywhere in the world, whether within or without the jurisdiction of any such Chosen Court. Without limiting the foregoing, each such Person agrees that service of process on such party as provided in Section 9.6 shall be deemed effective service of process on such Person.

(e) Waiver of Jury Trial. EACH PARTY HERETO, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 9.4 Entire Agreement; No Third Party Beneficiary. This Agreement, the Purchaser Voting Agreement, the Insiders Voting Agreement and the Registration Rights Agreement contain the entire agreement by and among the parties with respect to the subject matter hereof and all prior negotiations, writings and understandings relating to the subject matter of this Agreement. Except for the rights of an Indemnified Person under Section 6.6 and for the Continuing Directors under this Agreement, this Agreement is not intended to confer upon any Person not a party hereto (or their successors and permitted assigns) any rights or remedies hereunder.

Section 9.5 Expenses. Except as otherwise expressly provided by this Agreement, all fees, costs and expenses incurred in connection with this Agreement and the Contemplated Transactions, including accounting and legal fees shall be paid by the party incurring such expenses.

Section 9.6 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent by nationally recognized overnight air courier, one (1) Business Day after mailing; (c) if sent by e-mail transmission, when properly transmitted; and (d) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

If to the Company prior to the First Closing, to:

Sonim Technologies, Inc.
6500 River Place Boulevard, Bldg. 7, S#250
Austin, TX, 78730
Attention: Mr. Robert Tirva
E-mail: b.tirva@sonimtech.com

with a copy (which shall not constitute notice) to:
O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attention: Brophy Christensen; Noah Kornblith
E-mail: bchristensen@omm.com; nkornblith@omm.com

If to the Purchaser or the Company following the First Closing, to:

AJP Holding Company, LLC
[********]
[********]
Attention: [********]
E-mail: [********]

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

Venable LLP
Rockefeller Center, 1270 Avenue of the Americas, 25th Floor
New York, NY 10020
Attention: William N. Haddad, Kirill Y. Nikonov, Arif Soto
E-mail: wnhaddad@venable.com, kynikonov@venable.com, asoto@venable.com

Section 9.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other parties hereto. Any purported assignment or delegation in violation of this Agreement shall be null and void ab initio.

Section 9.8 Headings. The Section, Article, and other headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

Section 9.9 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by each party hereto. Any party hereto may, only by an instrument in writing, waive compliance by any other party or parties hereto with any term or provision hereof on the part of such other party or parties hereto to be performed or complied with. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder. Notwithstanding anything in this Agreement to the contrary, from and after the First Closing, the approval of the Continuing Directors shall be required for the Company to (a) amend, modify or terminate this Agreement or the Voting Agreement, (ii) exercise or waive any right of the Company under this Agreement or the Voting Agreement, or (iii) extend the time for performance of any obligation of the Purchaser under this Agreement or the Voting Agreement. This Agreement may not be modified or amended from and after the Second Closing and the Company cannot waive any provision in this Agreement from and after the Second Closing.

Section 9.10 Interpretation; Absence of Presumption.

(a) For the purposes hereof: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified; (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified; and (iv) the word “or” shall not be exclusive.

(b) With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 9.11 Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

Section 9.12 Specific Performance. The parties hereto agree that irreparable damage could occur and that a party will not have any adequate remedy at law in the event that any of the provisions of this Agreement are not performed in accordance with their terms or were otherwise breached. Accordingly, each party shall without the necessity of proving the inadequacy of money damages or posting a bond be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms, provisions and covenants contained therein, this being in addition to any other remedy to which they are entitled at law or in equity. If, prior to the End Date, any party brings any suit, action or proceeding, in each case in accordance with Section 9.3(b), to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, the End Date shall automatically be extended by (A) the amount of time during which such suit, action or proceeding is pending, plus twenty (20) Business Days or (B) such other time period established by the court presiding over such suit, action or proceeding, as the case may be.

Section 9.13 Non-Recourse. Unless expressly agreed to otherwise by the parties to this Agreement, in writing, this Agreement may only be enforced against, and any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, or any instrument or other document delivered pursuant to this Agreement or the Contemplated Transactions, may only be brought against the Persons expressly named as parties of this Agreement (or any of their respective successors, legal representatives and permitted assigns) and then only with respect to the specific obligations set forth herein with respect to such party. No (i) past, present or future director, employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or persons in a similar capacity, controlling person, Affiliate or other Representative of any party or any of their respective successors and permitted assigns or (ii) past, present or future director, employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or persons in a similar capacity, controlling person, Affiliate or other Representative of any of the Persons set forth in the foregoing clause (i) or any of their respective successors and permitted assigns (unless, for the avoidance of doubt, such Person is a party), shall have any liability or other obligation for any obligation of any party under this Agreement or for any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, or any instrument or other document delivered pursuant to this Agreement or the Contemplated Transactions; provided, however, that nothing in this Section 9.13 shall limit any liability or other obligation of the parties for breaches of the terms and conditions of this Agreement.

(The next page is the signature page)

The parties have caused this Subscription Agreement to be executed as of the date first written above.

SONIM TECHNOLOGIES, INC.

By: /s/ Robert Tirva
Name: Robert Tirva
Title: President, Chief Financial Officer and Chief Operating Officer

AJP Holding Company, LLC

By: /s/ Jeffrey Wang
Name: Jeffrey Wang
Title: Managing Member

EXHIBIT A

DEFINED TERMS

The following capitalized terms have the meanings indicated:

"Appointed Chief Executive Officer" means Peter Liu or, if he ceases to be the Chief Executive Officer (including by reason of death or disability), the person subsequently designated by the Purchaser (and reasonably acceptable to the Company).

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement; provided that such confidentiality agreement may contain a less restrictive or no standstill restriction, in which case the Confidentiality Agreement shall be deemed to be amended to contain only such less restrictive provision, or to omit such provision, as applicable.

"Acquisition Proposal" means, other than the Contemplated Transactions, any written or oral offer, or proposal of any Third Party or "group" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) relating to a transaction or series of related transactions involving: (i) any acquisition or purchase (including through any lease, exchange, exclusive license, transfer or disposition, in each case, other than in the ordinary course of business), direct or indirect, of assets equal to 20% or more of the consolidated assets or businesses of the Company and its Subsidiaries, taken as a whole, or to which 20% or more of the consolidated revenues or earnings of the Company and its Subsidiaries, taken as a whole, are attributable, or 20% or more of any class of equity or voting securities of the Company, (ii) any tender offer or exchange offer that, if consummated, would result in such Third Party or group beneficially owning 20% or more of any class of equity or voting securities of the Company, or (iii) a merger, consolidation, business combination, sale of all or substantially all of the assets, liquidation, dissolution or other similar extraordinary transaction (A) involving the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the consolidated assets of the Company or to which 20% or more of the consolidated revenues or earnings of the Company and its Subsidiaries, taken as a whole, are attributable or (B) pursuant to which the stockholders of the Company immediately prior to the consummation of such transaction would, as a result of such transaction, hold less than 80% of the equity interests in the surviving entity of such transaction.

"Affiliate" of any Person means any Person, directly or indirectly, Controlling, Controlled by or under common Control with such Person.

"Law" means any federal, state, local or foreign statute, law (including common law), ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority.

"Board of Directors" means the Company's board of directors.

"Business Day" means any day other than a Saturday, a Sunday or any day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

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

"Bylaws" means the Bylaws of the Company, amended and restated, on May 20, 2009, as the same may be further amended, supplemented or restated.

"Certificate of Incorporation" means the Company's Amended and Restated Certificate of Incorporation, as the same may be further amended, supplemented or restated.

"Company 2019 Incentive Plan" means the Sonim Technologies, Inc. 2019 Equity Incentive Plan, as amended.

"Company ESPP" means the Sonim Technologies, Inc. 2019 Employee Stock Purchase Plan, as amended.

"Company Employee Plan" means each "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not such plan is subject to ERISA) and each other employment, severance or similar Contract, plan, practice, arrangement or policy providing for compensation, bonuses, profit-sharing, stock option or other stock-related rights or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangements), health, medical or welfare benefits, perquisites, employee assistance program, disability or sick leave benefits, or post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) which is maintained, administered or contributed to by the Company or any of its Subsidiaries or with respect to which the Company or any of its Subsidiaries has any actual or contingent liability, other than any plan, policy, program or arrangement (i) mandated by applicable Law and maintained solely by a Governmental Authority or (ii) sponsored or maintained by a professional employer organization.

"Company Stock Plans" means the Company 2019 Incentive Plan and the Company ESPP.

"Confidentiality Agreement" means the One-Way Non-Disclosure Agreement between Teleepoch LLC and the Company, dated November 1, 2021.

"Contract" means any legally binding contract, agreement, note, bond, indenture, lease, license, or other legally binding agreement, commitment or undertaking, in each case, whether written or oral.

"Control" (including its correlative meanings "under common Control with" and "Controlled by") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of securities or partnership or other interests, by contract or otherwise.

"Director End Time" means final resolution or settlement of the SEC Matter.

"DGCL" means the General Corporation Law of the State of Delaware (as amended from time to time).

"DPA" means Section 721 of the Defense Production Act, as amended, 50 U.S.C. § 4565, and all interim or final rules and regulations issued and effective thereunder.

"Environmental Permit" means any permit, license, approval or other authorization under any applicable Law, rule or regulations of the United States or of any state, municipality or other subdivision thereof relating to pollution or protection of health or the environment, including laws, regulations or other requirements relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or Hazardous Substances or toxic materials or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, recycling, presence, use, treatment, storage, disposal, transport, or handling of, wastes, pollutants, contaminants or Hazardous Substances.

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

"ERISA Documents" means all material "employment benefit plans" as defined in Section 3(3) of ERISA that are maintained or sponsored by the Company or its Subsidiaries for the benefit of their respective current or former employees and with respect to which the Company or its Subsidiaries have any liability.

"ERISA Regulations" means the regulations promulgated by the Department of Labor in 29 C.F.R. § 2510.3-101, and any amendments or successor regulations thereto, as modified by Section 3(42) of ERISA.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

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

"Governmental Authority" means any supranational, national, state, municipal, local or foreign government, any court, tribunal, arbitrator, administrative agency, commission or other governmental official, authority or instrumentality.

"Government Official" means any officer or employee of a foreign governmental authority or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such foreign governmental authority or department, agency, or instrumentality, or for or on behalf of any such public international organization, or any political party, party official, or candidate thereof, excluding officials of the governments of the United States, the several states thereof, any local subdivision of any of them or any agency, department or unit of any of the foregoing.

"Hazardous Substance" means any waste, substance, product or material defined or regulated as "hazardous" or "toxic" by any applicable Law, rule, regulation or order described in the definition of "Requirements of Environmental Law," including petroleum and any fraction thereof, and any radioactive materials and waste.

"Intellectual Property" means any or all of the following and all rights in: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether or not patentable), trade secrets, know-how, databases, business methods, processes, designs, schematics, drawings, formulae, technical data, specifications, research and development information, technology, business plans and customer lists and other proprietary information; (iii) all copyrights, whether registered or unregistered, and registrations and applications for registration thereof, including in computer software, throughout the world, mask works, whether registered or unregistered, and any registrations and applications for registration thereof; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all trade names, trade dress, brand names, corporation names, logos, common law trademarks and service marks, domain names, URLs, and trademark and service mark, whether registered or unregistered, and the goodwill associated therewith, together with any registrations and applications therefor throughout the world; and (vi) and any governmental grant for the protection of inventions or industrial designs.

"Intervening Event" means a material fact, event, circumstance, development or change that occurs, arises or comes to the attention of the Board of Directors after the date of this Agreement that (w) affects the business, assets or operations of Company and its Subsidiaries, (x) was not known by, or if known, the effect of which was not reasonably foreseeable by, the Board of Directors (assuming consultations with appropriate officers and Representatives of the Company) on the date of this Agreement, (y) becomes known to the Board of Directors prior to receipt of the Company Stockholder Approval, and (z) did not result from or arise out of the announcement or pendency of, or any actions required to be taken (or refrained from taken) pursuant to this Agreement; provided, however, that in no event shall any of the following, alone or in combination, constitute an Intervening Event: (1) the receipt, existence of or terms of an Acquisition Proposal, (2) changes in the trading price or trading volume of the Company Common Stock, in and of itself (it being understood that the facts or occurrences giving rise or contributing to such changes may be taken into account the extent otherwise permitted by the definition of "Intervening Event"); or (3) meeting or exceeding any published analyst estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period, in and of itself, or exceeding the Company's internal or external budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (it being understood that the facts or occurrences giving rise or contributing to the Company meeting or exceeding such estimates, projections, budgets, plans or forecasts may be taken into account to the extent otherwise permitted by the definition of "Intervening Event").

"Investment Company Act" mean the Investment Company Act of 1940, as amended.

"Key Employee" means an employee of the Company or any of its Subsidiaries whose annual base compensation is $200,000 or more.

"Material Adverse Effect" means a material adverse effect upon the financial condition, assets, liabilities or results of operations of the Company and its Subsidiaries, taken as a whole; provided, however, that any such effect resulting or arising from or relating to any of the following matters shall not be considered when determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (a) any change, development, occurrence or event affecting the industry in which the Company and its Subsidiaries operate; (b) any conditions affecting the United States general economy or the general economy in any geographic area in which the Company or its Subsidiaries operate or developments or changes therein or the financial and securities markets and credit markets in the United States or elsewhere in the world; (c) political conditions, including the continuation, occurrence, escalation, outbreak or worsening of any hostilities, war, political action, acts of terrorism, sabotage or military conflicts, whether or not pursuant to the declaration of an emergency or war; (d) any conditions resulting from the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural or manmade disasters, any epidemic, pandemic (including COVID-19) or other similar outbreak (including anynon-human epidemic, pandemic or other similar outbreak) or any other national, international or regional calamity; (e) changes in any law, rule, regulation or GAAP; (f) any action taken or omitted to be taken by or at the written request or with the written consent of the Purchaser; (g) any announcement of this Agreement or the Contemplated Transactions; (h) changes in the market price or trading volume of Common Stock or any other equity, equity-related or debt securities of the Company or its Affiliates (it being understood that the underlying circumstances, events or reasons giving rise to any such change can be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur); (i) any failure to meet any internal or public projections, forecasts, estimates or guidance for any period (it being understood that the underlying circumstances, events or reasons giving rise to any such failure can be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur); or (j) any effect arising out of or resulting from any claims or proceedings made by any of the Company's stockholders arising out of or related to this Agreement; provided, that any of the matters described in clauses (a), (b) or (c), will be taken into account for purposes of determining whether or not a Material Adverse Effect has occurred to the extent that such matter disproportionately and adversely affects the Company and its Subsidiaries, taken as a whole, as compared with other companies operating in the industry in which the Company and its Subsidiaries operate.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a government or agency or political subdivision thereof.

"Proceeding" means any action, cause of action, claim, demand, litigation, suit, investigation, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise.

"Registration Rights Agreement" means the Registration Rights Agreement between the Company and the Purchaser in the form attached hereto as Exhibit G.

"Representatives" means a Persons' Affiliates, employees, agents, consultants, accountants, attorneys or financial advisors and direct or indirect members or partners or Affiliates of the foregoing.

"Requirements of Environmental Law" means all requirements imposed by any law (including the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Clean Water Act, the Clean Air Act, and any state analogues of any of the foregoing), rule, regulation, or order of any governmental authority which relate to (a) pollution, protection or clean-up of the air, surface water, ground water or land; (b) solid, gaseous or liquid waste or Hazardous Substance generation, recycling, reclamation, release, threatened release, treatment, storage, disposal or transportation; (c) exposure of Persons or property to Hazardous Substances; or (d) the manufacture, presence, processing, distribution in commerce, use, discharge, releases, threatened releases, emissions or storage of Hazardous Substances into the environment.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the United States Securities and Exchange Commission.

"SEC Documents" means all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC pursuant to the Securities Act or the Exchange Act by the Company since January 1, 2019 (collectively, together with any exhibits and schedules thereto and other information incorporated therein.

"SEC Matter" means the formal investigation relating to the Company by the SEC of which the Company was notified of such formal investigation in August 2020, and all other matters, investigations, claims, actions, proceedings, circumstances, effects and actions relating or ancillary thereto, arising therefrom or in connection therewith.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means, when used with reference to a party, any corporation or other organization, whether incorporated or unincorporated, of which such party or any other Subsidiary of such party is a general partner or serves in a similar capacity, or, with respect to such corporation or other organization, at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions is directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries.

"Superior Proposal" means a bona fide, written Acquisition Proposal (with all percentages included in the definition of "Acquisition Proposal" changed to 50%) made after the date of this Agreement that the Board of Directors determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account all relevant terms and conditions of such Acquisition Proposal (including any termination or break-up fees and conditions to consummation), the Person making such Acquisition Proposal, the likelihood and timing of consummation of such Acquisition Proposal and all financial, legal, regulatory, and other aspects of such Acquisition Proposal, is more favorable to the Company or to the Company's stockholders than the Contemplated Transactions.

"Tax" and "Taxes" means all federal, state, local and foreign taxes (including, without limitation, income, franchise, property, sales, withholding, payroll and employment taxes), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Tax Return" means any return, report or similar filing (including the attached schedules) filed or required to be filed with respect to Taxes (and any amendments thereto), including any information return, claim for refund or declaration of estimated Taxes.

"Third Party" means any Person, including as defined in Section 13(d) of the Exchange Act, other than the Purchaser or any of its Affiliates.

"Transfer" means any direct or indirect (a) sale, transfer, hypothecation, assignment, gift, bequest or disposition by any other means, whether for value or no value and whether voluntary or involuntary (including, without limitation, by realization upon any lien or by operation of law or by judgment, levy, attachment, garnishment, bankruptcy or other legal or equitable proceedings) or (b) grant of any option, warrant or other right to purchase or the entry into any hedge, swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of Common Stock. The term "Transferred" shall have a correlative meaning.

Terms not otherwise defined in this Exhibit A, but defined elsewhere in the Agreement, shall have the meaning set forth where defined in the Agreement.

EXHIBIT B

COMPANY DISCLOSURE LETTER

(See attached).

EXHIBIT C

FORM OF REVERSE STOCK SPLIT APPROVAL

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF SONIM TECHNOLOGIES, INC.

The undersigned, Robert Tirva, hereby certifies that:

1. He is the President, Chief Financial Officer and Chief Operating Officer of Sonim Technologies, Inc. (the "***Corporation***"), a Delaware corporation, and is duly authorized by resolution of the Board of Directors of the Corporation to execute this instrument.

2. The present name of the Corporation is "Sonim Technologies, Inc." The Corporation filed its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on May 14, 2019.

3. This Certificate of Amendment to the Amended and Restated Certificate of Incorporation was duly approved by the Corporation's Board of Directors and duly adopted by the stockholders of the Corporation at a special meeting of the Corporation duly called and held upon notice in accordance with the applicable provisions of Sections 222 and 242 of the General Corporation Law of the State of Delaware.

4. **Article IV, Section A** of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

A. This Company is authorized to issue two classes of stock to be designated, respectively, "***Common Stock***" and "***Preferred Stock***." The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 105,000,000. 100,000,000 shares shall be Common Stock of the par value of $0.001 per share and 5,000,000 shares shall be Preferred Stock of the par value of $0.001 per share

Effective as of 5:00 p.m., Eastern time, on the date this Certificate of Amendment to the Amended and Restated Certificate of Incorporation is filed with the Secretary of State of the State of Delaware (the "Effective Time"), each [___] shares of Common Stock, par value $0.001 per share, issued and outstanding prior to the Effective Time shall, automatically and without any action on the part of the respective holders thereof, be combined and converted into one (1) share of Common Stock, par value $0.001 per share, of the Company. No fractional shares shall be issued and, in lieu thereof, any holder of less than one (1) share of Common Stock shall, upon surrender after the Effective Time of a certificate, which formerly represented shares of Common Stock that were issued and outstanding immediately prior to the Effective Time, be entitled to receive cash for such holder's fractional share based upon the closing sales price of the Company's Common Stock as reported on The Nasdaq Stock Market LLC on the date this Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company is filed with the Secretary of State of the State of Delaware."

****

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to the Amended and Restated Certificate of Incorporation to be executed this [•] day of [•], 2022.

SONIM TECHNOLOGIES, INC.

By: _____

Name: Robert Tirva

Title: President, Chief Financial Officer and Chief Operating Officer

EXHIBIT D

FORM OF CHARTER AMENDMENT APPROVAL

CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF SONIM TECHNOLOGIES, INC.

The undersigned, Robert Tirva, hereby certifies that:

1. He is the President, Chief Financial Officer and Chief Operating Officer of Sonim Technologies, Inc. (the "***Corporation***"), a Delaware corporation, and is duly authorized by resolution of the Board of Directors of the Corporation to execute this instrument.

2. The present name of the Corporation is "Sonim Technologies, Inc." The Corporation filed its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on May 14, 2019.

3. This Certificate of Amendment to the Amended and Restated Certificate of Incorporation was duly approved by the Corporation's Board of Directors and duly adopted by the stockholders of the Corporation at a special meeting of the Corporation duly called and held upon notice in accordance with the applicable provisions of Sections 222 and 242 of the General Corporation Law of the State of Delaware.

4. **Article IV** of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended to include an additional section identified as **Article IV, Section D** which shall read as follows:

D. Any transaction entered into with AJP Holding Company, LLC ("***AJP***") or an affiliate of AJP that would result in the Common Stock of the Corporation no longer being listed on a nationally recognized securities exchange shall require the approval by a majority of the holders of Common Stock of the Corporation that are unaffiliated with AJP prior to the closing of such transaction.

****

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to the Amended and Restated Certificate of Incorporation to be executed this [•] day of [•], 2022.

SONIM TECHNOLOGIES, INC.

By: _____

Name: Robert Tirva

Title: President, Chief Financial Officer and Chief Operating Officer

EXHIBIT E

FORM OF INSIDERS VOTING AGREEMENT

(See attached).

EXHIBIT F

FORM OF PURCHASER VOTING AGREEMENT

(See attached).

EXHIBIT G

FORM OF REGISTRATION RIGHTS AGREEMENT

(See attached).

Exhibit 10.2

Execution Version

VOTING AND SUPPORT AGREEMENT

This voting and support agreement, dated as of April ___, 2022 (this "Agreement"), is made and entered into by and among AJP Holding Company, LLC, a Delaware limited liability company ("Purchaser"), Sonim Technologies, Inc., a Delaware corporation (the "Company"), and the undersigned stockholder (the "Stockholder") of the Company. The Company, Purchaser, and the Stockholder are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Purchaser and the Company are entering into a subscription agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Subscription Agreement"), pursuant to which, each of the Company's issued and outstanding shares of common stock, par value $0.001 per share ("Common Stock");

WHEREAS, as of the date hereof, the Stockholder Beneficially Owns (as defined below), has the right to direct the voting of, and owns of record the number of shares of Common Stock set forth opposite the Stockholder's name on Schedule I hereto (the "Existing Shares"); and

WHEREAS, as a condition and inducement to Purchaser's and the Company's willingness to enter into the Subscription Agreement, the Stockholder has agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Defined Terms. The following terms, as used in this Agreement, shall have the meanings specified in this Section. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Subscription Agreement.

"Ancillary Agreement" means this Agreement and the documents, agreements, exhibits, schedules, statements, contract or certificates being executed and delivered in connection with this Agreement and the transactions contemplated hereby.

"Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Stockholder shall not be construed as the Beneficial Owner of any shares of Company Common Stock held by any other stockholder or by entities that are otherwise affiliated with the Stockholder but over which the Stockholder does not have voting or dispositive power. The terms "Beneficially Own," "Beneficially Owned" and "Beneficial Ownership" shall have a correlative meaning.

"Covered Company Shares" means, with respect to the Stockholder, the existing shares and any other shares of Company common stock that the Stockholder acquires or otherwise owns of record and/or has Beneficial Ownership of after the date hereof.

"Government Official" means any officer or employee of a foreign Governmental Authority or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such foreign Governmental Authority or department, agency, or instrumentality, or for or on behalf of any such public international organization, or any political party, party official, or candidate thereof, excluding officials of the governments of the United States, the several states thereof, any local subdivision of any of them or any agency, department or unit of any of the foregoing.

"Law" means any federal, state, local or foreign statute, law (including common law), ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority.

"Permitted Transfer" means a Transfer of Covered Company Shares by a Stockholder or its Affiliates to any Affiliate of the Stockholder; provided, however, that any such Transfer shall only be a Permitted Transfer if and to the extent that the transferee of such Covered Company Shares agrees in writing to be bound by and subject to the terms and provisions hereof to the same effect as the transferring Stockholder, and upon such transfer all references to the Stockholder shall also be deemed to include such transferee.

ARTICLE II.
VOTING AGREEMENT

Section 2.1 Agreement to Vote.

(a) During the Term (as defined herein), the Stockholder hereby agrees that at the Company Stockholder Meeting and at any other meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any written consent of the stockholders of the Company, the Stockholder shall, in each case to the extent that the Covered Company Shares are entitled to vote thereon or consent thereto and subject to Section 2.1(b):

(i) appear at each such meeting or otherwise cause all of the Covered Company Shares to be counted as present thereat for purposes of calculating a quorum; and

(ii) subject to the terms hereof, irrevocably and unconditionally vote (or cause to be voted), in person or by proxy, or, if applicable, deliver (or cause to be delivered) a written consent covering all of the Covered Company Shares:

(1) in favor of the adoption of the Subscription Agreement and the Contemplated Transactions;

(2) in favor of any proposal to adjourn or postpone a meeting of the stockholders of the Company submitted by the Company at the meeting if there is not a quorum to hold such meeting or to allow additional solicitation of votes in order to obtain the Company Stockholder Approval to; and

(3) against any Acquisition Proposal, without regard to the terms of any such Acquisition Proposal, or any other transaction, proposal, agreement or action made in opposition to the adoption of the Subscription Agreement or in competition or inconsistent with, or that, to the knowledge of the Stockholder, would reasonably be expected to prevent, delay or impede the consummation of, the Purchase and Sale and the other Contemplated Transactions, but only if requested by Purchaser in writing at least two (2) Business Days prior to the applicable meeting date.

(b) Any vote required to be cast or consent required to be executed pursuant to this Section 2.1 shall be cast or executed in accordance with the applicable procedures relating thereto so as to ensure that it is duly counted for purposes of determining that a quorum is present (if applicable) and for purposes of recording the results of that vote or consent. Nothing contained in this Agreement shall require the Stockholder (or shall entitle any proxy of the Stockholder) to convert, exercise or exchange any option, warrants, or convertible securities in order to obtain any underlying shares of Common Stock.

Section 2.2 No Inconsistent Agreements. The Stockholder represents, covenants and agrees that, except for this Agreement, neither the Stockholder nor its Controlled Affiliates (a) has entered into, nor shall enter into at any time during the Term, any voting agreement, voting trust or similar Contract, arrangement or understanding with respect to any Covered Company Shares and (b) has granted, nor shall grant (or permit to be granted) during the Term, a proxy, consent or power of attorney with respect to any Covered Company Shares (other than a revocable proxy instructing the proxy holder to vote the Covered Company Shares in accordance with Section 2.1). For the avoidance of doubt, this Agreement shall not restrict the ability of the Stockholder to sign a voting and support agreement with respect to any shares owned by the Stockholder other than the Covered Company Shares.

ARTICLE III.
OTHER COVENANTS

Section 3.1 Restrictions on Transfers. The Stockholder hereby agrees that, during the earlier of the termination of this Agreement pursuant to Section 5.1 or the Company Stockholder Approval, (a) except with Purchaser's prior written consent, the Stockholder shall not Transfer or consent to a Transfer of any Covered Company Shares or any Beneficial Ownership interest or any other interest therein, unless such Transfer is a Permitted Transfer, and (b) any Transfer in violation of this provision shall be void.

Section 3.2 No Solicitation. During the Term, the Stockholder agrees that it will not, directly or indirectly, take any action that the Company is prohibited from taking pursuant to Section 4.1 of the Subscription Agreement.

Section 3.3 Stock Dividends, Distributions, Additional Acquisitions, *etc.* In the event of a stock split, reverse stock split, stock dividend or distribution, or any change in the Common Stock by reason of any recapitalization, combination, reclassification, exchange of shares or similar transaction, the term "Covered Company Shares" shall be deemed to refer to and include all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction. In the event that Stockholder or its Controlled Affiliates become the beneficial owner of any other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Section 2.1, then the terms of this Agreement shall apply to such other securities as though they were Covered Company Shares hereunder.

Section 3.4 Shareholder Litigation.

(a) Intentionally Omitted.

(b) The Stockholder agrees not to, and shall cause its Controlled Affiliates not to, commence or participate in, and use commercially reasonable efforts to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against any of Purchaser, the Company or any of their respective Affiliates, any of their respective successors or the directors, officers or other fiduciaries or agents of any of the foregoing, in each case relating to the negotiation, execution or delivery of this Agreement, the Subscription Agreement, the other Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby, including (i) challenging the validity of, or seeking to enjoin or delay the operation of any provision of this Agreement, the Subscription Agreement or the consummation of the transactions contemplated hereby or thereby, (ii) alleging a breach of any duty of the Company Board (or any committee thereof) or any member of the Company Board (or any committee thereof) in connection with this Agreement, the Subscription Agreement, the other Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby, or (iii) making any claim under the U.S. federal securities laws with respect to disclosures to the Company's stockholders in connection with this Agreement, the Subscription Agreement, the other Ancillary Agreements or the consummation of the Contemplated Transactions; provided, however, that nothing in this Section 3.4(b) shall limit, restrict or prevent the Stockholder or its Controlled Affiliates from making any claims or asserting any actions against the Company for indemnification under (A) any indemnification agreements to which the Stockholder and the Company are party, (B) applicable Law, (C) the organizational documents of the Company, (D) director and officer indemnification insurance policy or any director and officer indemnification tail insurance policy or (E) Section 6.6 of the Subscription Agreement.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Purchaser as follows:

(a) Authority; Execution and Delivery; Enforceability. The Stockholder has all necessary corporate power and authority, other entity power and authority, or legal capacity to execute, deliver and perform his, her or its obligations under this Agreement and the execution, delivery and performance by the Stockholder of this Agreement and the compliance by the Stockholder with each of his, her or its obligations herein have been duly and validly authorized by all necessary corporate or other entity action (if the Stockholder is an entity) on the part of the Stockholder. The Stockholder has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the other Parties to this Agreement, this Agreement constitutes the Stockholder's legal, valid and binding obligation, enforceable against the Stockholder in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights and remedies generally and (ii) the remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any Proceeding therefor may be brought. If the Stockholder is an individual and is married and the Covered Company Shares constitute community property under applicable Law, this Agreement has been duly authorized (to the extent authorization is required), executed and delivered by, and constitutes the valid and binding agreement of, the Stockholder's spouse.

(b) Ownership of Shares. As of the date hereof, the Stockholder is the Beneficial Owner of and owns of record the Existing Shares set forth opposite the Stockholder's name on Schedule I hereto, free and clear of any liens and not bound by any contractual obligation to which the Stockholder is a party which creates any limitation or restriction on the Stockholder's right to vote, sell, transfer or otherwise dispose of such Common Stock (other than this Agreement and such liens, limitations or restrictions that would not adversely affect the ability of the Stockholder to perform its obligations under this Agreement), and such Existing Shares constitute all of the Existing Shares Beneficially Owned or owned of record by the Stockholder and which Stockholder has the power to direct the vote as of the date hereof. Schedule I hereto also includes a list of any other equity securities or rights of the Company Beneficially Owned or owned of record by the Stockholder as of the date hereof, and none of the Controlled Affiliates of the Stockholder Beneficially Owns or owns of record any equity securities or rights of the Company as of the date hereof. The Stockholder has and will have at all times through the Term (except to the extent such Existing Shares are transferred after the date hereof pursuant to a Permitted Transfer) sole voting power (including the right to Control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in Section 2.1, and sole power to agree to all of the matters set forth in this Agreement, and no Existing Shares are subject to any voting trust, proxy, voting restriction or, to the knowledge of the Stockholder, adverse claim or other arrangement with respect to the voting, in each case with respect to all of the Stockholder's Existing Shares that would adversely affect the ability of the Stockholder to perform his, her or its obligations under this Agreement.

(c) No Conflicts. Neither the execution and delivery of this Agreement by the Stockholder nor compliance by him, her or it with any of the terms or provisions hereof will (i) violate any provision of the Certificate of Incorporation, bylaws, or other organizational or governing documents of the Stockholder or his, her or its Controlled Affiliates, (ii) conflict with or violate any Law known by the Stockholder applicable to the Stockholder or his, her or its Controlled Affiliates or by which any of the Stockholder's or his, her or its Controlled Affiliates' properties or assets are bound or affected, or (iii) violate, conflict with, result in any breach of any provision of, or loss of any benefit under, constitute a default (with or without notice or lapse of time, or both) under, give rise to any right of termination under, or require the consent of, notice to, or filing with any third party pursuant to any terms or provisions of any Contract to which the Stockholder or his, her or its Controlled Affiliates is a party or by which any of the Covered Company Shares are bound, or result in the creation of any lien upon any of the Covered Company Shares, except, in the case of the foregoing clauses (ii) or (iii), for such violations as, individually or in the aggregate, would not reasonably be expected to impair or materially delay the Stockholder's ability to perform his, her or its obligations under this Agreement.

(d) Consents and Approvals. The execution, delivery and performance by the Stockholder of this Agreement do not and will not require any consent of, or filing with, any governmental entity (excluding filings under applicable U.S. federal or blue sky securities laws or where the failure to obtain such consent or make such filing would not reasonably be expected to impair or materially delay the Stockholder's ability to perform his, her or its obligations under this Agreement).

(e) Legal Proceedings. As of the date of this Agreement, there are no proceedings pending, or to the knowledge of the Stockholder, threatened against the Stockholder or his, her or its Controlled Affiliates that would reasonably be expected to impair or materially delay the Stockholder's ability to perform the Stockholder's obligations under this Agreement. The Stockholder and his, her or its Controlled Affiliates are not, and none of the Stockholder's or his, her or its Controlled Affiliates' properties or assets is or are, subject to any judgment that would reasonably be expected to impair or materially delay the Stockholder's ability to perform his, her or its obligations under this Agreement.

(f) Acknowledgements.

(i) The Stockholder has had the opportunity to review the Subscription Agreement and this Agreement with counsel of the Stockholder's own choosing. The Stockholder understands and acknowledges that Purchaser is entering into the Subscription Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

(ii) The Stockholder, on his, her or its own behalf and on behalf of his, her or its Controlled Affiliates and his, her or its and their respective Representatives, acknowledges, represents, warrants and agrees that (A) he, she or it has conducted his, her or its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, this Agreement and the Contemplated Transactions and (B) he, she or it has been furnished with or given access to such documents and information about the Subscription Agreement and the other Ancillary Agreements as he, she or it and his, her or its Representatives have deemed necessary to enable he, she or it to make an informed decision with respect to the execution, delivery and performance of this Agreement or the other Ancillary Agreements to which he, she or it is or will be a party and the Contemplated Transactions.

(iii) In entering into this Agreement and the other Ancillary Agreements to which he, she or it is or will be a party, the Stockholder has relied solely on his, her or its own investigation and analysis and the representations and warranties of Purchaser expressly set forth in Section 4.2 of this Agreement and no other representations or warranties of any of Purchaser or any of their respective Affiliates (including, for the avoidance of doubt, none of the representations or warranties of Purchaser set forth in the Subscription Agreement (other than any other Ancillary Agreement)) or any other Person, either express or implied, and the Stockholder, on his, her or its own behalf and on behalf of his, her or its Representatives, acknowledges and agrees that, except for the representations and warranties of Purchaser expressly set forth in Section 4.2 of this Agreement, none of Purchaser or any of its Affiliates or any other Person makes or has made any express or implied representation or warranty with respect to any other information provided to the Stockholder or its Representatives by or on behalf of Purchaser or its Representatives in connection with or related to this Agreement, the Subscription Agreement, the other Ancillary Agreements or the transactions contemplated hereby or thereby.

Section 4.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Stockholder as follows:

(a) Organization. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority; Execution and Delivery; Enforceability. Purchaser has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement and the compliance by Purchaser with each of its obligations herein have been duly and validly authorized by all necessary corporate action on the part of Purchaser. Purchaser has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the other Parties to this Agreement, this Agreement constitutes Purchaser's legal, valid and binding obligation, enforceable against it in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights and remedies generally and (ii) the remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any Proceeding therefor may be brought.

(c) No Conflicts. Neither the execution and delivery of this Agreement by Purchaser nor compliance by Purchaser with any of the terms or provisions hereof will (i) violate any provision of the Certificate of Incorporation, bylaws, or other organizational or governing documents of Purchaser, (ii) conflict with or violate any law applicable to Purchaser or by which any of Purchaser's properties or assets are bound or affected, or (iii) violate, conflict with or result in any breach of any provision of, or result in the loss of any benefit under, or constitute a default (with or without notice or lapse of time, or both) under, give rise to any right of termination under, acceleration or cancellation of or require the consent of, notice to or filing with any third party pursuant to any of the terms or provisions of any Contract to which Purchaser is a party or by which any property or asset of Purchaser is bound, or result in the creation of any lien upon any of the properties or assets of Purchaser, except, in the case of the foregoing clauses (ii) or (iii), for such violations as, individually or in the aggregate, would not reasonably be expected to impair or materially delay Purchaser's ability to perform its obligations under this Agreement.

(d) No Other Representations. Purchaser acknowledges and agrees that, other than the representations expressly set forth in this Agreement, the Stockholder has not made, or is not making, any representations or warranties to Purchaser with respect to the Company, the Stockholder's ownership of Common Stock, the Subscription Agreement or any other matter. Purchaser hereby specifically disclaims reliance upon any representations or warranties (other than the representations expressly set forth in this Agreement).

ARTICLE V.
TERM OF AGREEMENT

Section 5.1 Termination. The term of this Agreement ("Term") shall commence on the date when the Subscription Agreement is executed and delivered by all parties thereto and shall terminate upon the earliest to occur of:

(a) the termination of this Agreement by the mutual written consent of Purchaser and the Stockholder;

(b) the termination of the Subscription Agreement in accordance with its terms prior to the First Closing;

(c) the date and time (if any) at which the Board of Directors of the Company shall have made an Adverse Recommendation Change in accordance with the terms and provisions of the Subscription Agreement; and

(d) the First Closing.

In the event of the termination of this Agreement in accordance with this Section 5.1, this Agreement shall forthwith become void and have no effect, and there shall not be any liability or obligation on the part of any Party; provided, however, that nothing in this Section 5.1 shall relieve any Party from liability for any willful and material breach of any representation, warranty, covenant or other agreement contained in this Agreement prior to such termination, in which case the aggrieved Party shall be entitled to all rights and remedies available at law or in equity. For purposes of this Agreement, willful material breach shall mean a material breach of a Party's covenants and agreements set forth in this Agreement that is the consequence of an act or omission by a Party with the knowledge that the taking of such act or failure to take such action would be a material breach of such Party's covenants or agreements.

ARTICLE VI.
MISCELLANEOUS

Section 6.1 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Purchaser any direct or indirect ownership or incidence of ownership of or with respect to any Covered Company Shares. All rights, ownership and economic benefits of and relating to the Covered Company Shares shall remain vested in and belong to the Stockholder, and Purchaser shall have no authority to direct the Stockholder in the voting or disposition of any of the Covered Company Shares, except as otherwise provided herein.

Section 6.2 Further Assurances. Each of the Parties agrees that, upon the reasonable request of any other Party, it shall use reasonable best efforts to take, or cause to be taken, such further actions as may be reasonably necessary, proper or advisable to comply with its obligations hereunder, including by executing and delivering additional documents.

Section 6.3 Amendment and Modification; Waiver. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by each party hereto. Any party hereto may, only by an instrument in writing, waive compliance by any other party or parties hereto with any term or provision hereof on the part of such other party or parties hereto to be performed or complied with. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

Section 6.4 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent by nationally recognized overnight air courier, one (1) Business Day after mailing; (c) if sent by e-mail transmission, when properly transmitted; and (d) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

If to the Company prior to the First Closing, to:

Sonim Technologies, Inc.
6500 River Place Boulevard, Bldg. 7, S#250
Austin, TX, 78730
Attention: Mr. Robert Tirva
E-mail: b.tirva@sonimtech.com

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

O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attention: Brophy Christensen; Noah Kornblith
E-mail: bchristensen@omm.com; nkornblith@omm.com

If to the Purchaser or the Company following the First Closing, to:

AJP Holding Company, LLC
[********]
[********]
Attention: [********]
E-mail: [********]

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

Venable LLP
Rockefeller Center, 1270 Avenue of the Americas, 24th Floor
New York, NY 10020
Attention: William N. Haddad, Kirill Y. Nikonov, Arif Soto
E-mail: wnhaddad@venable.com, kynikonov@venable.com, asoto@venable.com

If to the Stockholder, at the address set forth on Schedule I.

Section 6.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts of signature pages to this Agreement may be transmitted by PDF (portable document format), e-mail, facsimile, or other means of electronic transmission and such means of electronic transmission will be deemed as sufficient as if actual signature pages had been delivered.

Section 6.6 Entire Agreement; Third Party Beneficiaries. This Agreement contain the entire agreement by and among the parties with respect to the subject matter hereof and all prior negotiations, writings and understandings relating to the subject matter of this Agreement. The provisions of this Agreement are binding upon and inure to the benefit of the Parties and, subject to Section 3.1 and Section 6.8, their respective successors and assigns. Other than as set forth in Section 3.1 and Section 6.8, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors.

Section 6.7 Severability. Any provision hereof that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

Section 6.8 Successor and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other parties hereto. Any purported assignment or delegation in violation of this Agreement shall be null and void ab initio.

Section 6.9 Interpretation; Absence of Presumption.

(a) For the purposes hereof: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified; (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified; and (iv) the word “or” shall not be exclusive.

(b) With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 6.10 Governing Law.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

(b) Any dispute relating hereto shall be heard first in the Delaware Court of Chancery, and, if applicable, in any state or federal court located in of Delaware in which appeal from the Court of Chancery may validly be taken under the laws of the State of Delaware (each a "Chosen Court" and collectively, the "Chosen Courts"), and the parties agree to the exclusive jurisdiction and venue of the Chosen Courts. Such Persons further agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Contemplated Transactions or by any matters related to the foregoing (the "Applicable Matters") shall be brought exclusively in a Chosen Court, and that any proceeding arising out of this Agreement or any other Applicable Matter shall be deemed to have arisen from a transaction of business in the state of Delaware, and each of the foregoing Persons hereby irrevocably consents to the jurisdiction of such Chosen Courts in any such proceeding and irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that such Person may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such Chosen Court or that any such proceeding brought in any such Chosen Court has been brought in an inconvenient forum.

(c) Such Persons further covenant not to bring a proceeding with respect to the Applicable Matters (or that could affect any Applicable Matter) other than in such Chosen Court and not to challenge or enforce in another jurisdiction a judgment of such Chosen Court.

(d) Process in any such proceeding may be served on any Person with respect to such Applicable Matters anywhere in the world, whether within or without the jurisdiction of any such Chosen Court. Without limiting the foregoing, each such Person agrees that service of process on such party as provided in Section 6.4 shall be deemed effective service of process on such Person.

(e) Waiver of Jury Trial. EACH PARTY HERETO, FOR HIMSELF, HERSELF OR ITSELF AND ITS CONTROLLED AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE CONTROLLED AFFILIATES PURSUANT TO THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 6.11 Specific Performance. The parties hereto agree that irreparable damage could occur and that a party will not have any adequate remedy at law in the event that any of the provisions of this Agreement are not performed in accordance with their terms or were otherwise breached. Accordingly, each party shall without the necessity of proving the inadequacy of money damages or posting a bond be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms, provisions and covenants contained therein, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 6.12 Capacity as a Stockholder. The Stockholder makes his, her or its agreements and understandings herein solely in his, her or its capacity as record holder and Beneficial Owner of the Covered Company Shares and, notwithstanding anything to the contrary herein, nothing herein shall limit or affect any actions taken by the Stockholder or by any Representative of the Stockholder solely in his, her or her capacity as a director or officer of the Company. Without limiting the foregoing and notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall limit or restrict the Stockholder (if an individual, or such Stockholder's designees) in his, her or its capacity as a director or officer of the Company from (a) acting in such capacity or voting in such capacity in such person's sole discretion on any matter, including in exercising rights under the Subscription Agreement, and no such actions shall be deemed a breach of this Agreement or (b) exercising such Stockholder's (or its designee's) fiduciary duties as an officer or director of the Company. It is understood that this Agreement shall apply to the Stockholder solely in such Stockholder's capacity as a stockholder of the Company.

Section 6.13 Expenses. Except otherwise provided by this Agreement, all fees, costs and expenses incurred in connection with this Agreement and the Contemplated Transactions, including accounting and legal fees shall be paid by the party incurring such expenses.

Section 6.14 Stockholder Obligation Several and Not Joint. The obligations of the Stockholder hereunder shall be several and not joint, and the Stockholder shall not be liable for any breach of the terms of any other similar voting agreement by any other stockholder of the Company.

Section 6.15 Non-Recourse. Unless expressly agreed to otherwise by the parties to this Agreement, in writing, this Agreement may only be enforced against, and any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, or any instrument or other document delivered pursuant to this Agreement or the Contemplated Transactions, may only be brought against the Persons expressly named as parties of this Agreement (or any of their respective successors, legal representatives and permitted assigns) and then only with respect to the specific obligations set forth herein with respect to such party. No (i) past, present or future director, employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or persons in a similar capacity, controlling person, Affiliate or other Representative of any party or any of their respective successors and permitted assigns or (ii) past, present or future director, employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or persons in a similar capacity, controlling person, Affiliate or other Representative of any of the Persons set forth in the foregoing clause (i) or any of their respective successors and permitted assigns (unless, for the avoidance of doubt, such Person is a party), shall have any liability or other obligation for any obligation of any party under this Agreement or for any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, or any instrument or other document delivered pursuant to this Agreement or the Contemplated Transactions; provided, however, that nothing in this Section 6.15 shall limit any liability or other obligation of the parties for breaches of the terms and conditions of this Agreement.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

Sonim Technologies, Inc.

By: _____
Name:
Title:

[*Signature Page to Voting and Support Agreement*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

AJP Holding Company, LLC

By: _____
Name:
Title:

[*Signature Page to Voting and Support Agreement*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

[STOCKHOLDER]

By: _____
Name:
Title:

[*Signature Page to Voting and Support Agreement*]

SCHEDULE I
EXISTING SHARES AND OTHER EQUITY SECURITIES

Name of Stockholder	Existing Shares	Other Equity Securities of the Company	Notice Information

Exhibit 10.3

Execution Version

SUPPORT AGREEMENT

SUPPORT AGREEMENT, dated as of April __, 2022 (this "Support Agreement"), among Sonim Technologies, Inc., a Delaware ("Company"), and AJP Holding Company, LLC, a Delaware limited liability company (the "Stockholder").

W I T N E S S E T H :

WHEREAS, the Company and the Stockholder have entered into that certain Subscription Agreement, dated as of April __, 2022 (as the same may be amended or supplemented, the "Subscription Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Subscription Agreement) providing for the acquisition by the Stockholder of the Purchased Shares from the Company pursuant to and in accordance with the Subscription Agreement;

WHEREAS, other than the portion of the Initial Shares issued to the Stockholders' designee at the First Closing, the Stockholder owns the Initial Shares as of the First Closing and will own the Remaining Shares as of the Second Closing (collectively and together with any other shares of Common Stock or other shares of capital stock of the Company that the Stockholder may own from or after the Closing, the "Subject Shares");

WHEREAS, the Company has requested that the Stockholder enter into this Support Agreement in connection with the Subscription Agreement; and

WHEREAS, in consideration of the execution of the Subscription Agreement by the Company, the Stockholder is hereby agreeing to enter into this Support Agreement and to vote the Subject Shares in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to the Company as follows:

(a) Authority. The Stockholder has all requisite power and authority to execute and deliver this Support Agreement, to perform the Stockholder's obligations hereunder (including, without limitation, Section 3(c)) and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Stockholder of this Support Agreement, the performance by the Stockholder of Stockholder's obligations hereunder (including, without limitation, Section 3(c)) and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Stockholder, and no other actions or proceedings on the part of the Stockholder are necessary to authorize the execution and delivery by the Stockholder of this Support Agreement, the performance by the Stockholder of its obligations hereunder (including, without limitation, Section 3(c)) and the consummation of the transactions contemplated hereby.

(b) Execution; Delivery; Enforceability. The Stockholder has duly executed and delivered this Support Agreement, and this Support Agreement constitutes the valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity. No consent of, or registration or filing with, any Governmental Authority is required to be obtained or made by or with respect to the Stockholder in connection with the execution, delivery and performance of this Support Agreement, the performance by the Stockholder of its obligations hereunder (including, without limitation, Section 3(c)) or the consummation of the transactions contemplated hereby, other than such reports, schedules or statements under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Support Agreement and the transactions contemplated hereby.

(c) No Conflict. The execution and delivery of this Support Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach or violation of or default (with or without notice or lapse of time or both) under, or require notice to or the consent of any person under, any agreement, law, rule, regulation, judgment, order or decree by which the Stockholder is bound, except for such conflicts, breaches, violations or defaults that would not, individually or in the aggregate, prevent or materially delay the Stockholder from performing his, her or its obligations under this Support Agreement.

(d) The Subject Shares. Other than the portion of the Initial Shares issued to the Stockholders' designee at the First Closing, the Stockholder is the record or beneficial owner of the Initial Shares, and will be the record or beneficial owner of the Remaining Shares as of the Second Closing, in each case, free and clear of any lien (other than any restrictions or rights created by this Support Agreement, under applicable federal or state securities laws or pursuant to any written policies of the Company with respect to the trading of securities in connection with insider trading restrictions, applicable securities laws, and similar consideration). The Subject Shares constitute the Stockholder's entire interest in the outstanding shares of capital stock of the Company. The Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Support Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights (other than any restrictions or rights created by this Support Agreement). None of the Subject Shares owned by the Stockholder are subject to any voting trust or other voting agreement with respect to the Subject Shares, except as contemplated by this Support Agreement. Notwithstanding anything to the contrary set forth herein, any shares of Common Stock, shares of capital stock or other securities of the Company that the Stockholder purchases or otherwise acquires beneficial ownership after the date of this Support Agreement and during the Support Period shall be deemed Subject Shares and subject to the terms and conditions of this Support Agreement.

Section 2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholder as follows:

(a) Authority; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Support Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Support Agreement, the performance by the Company of its obligations hereunder and consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company, and no other actions or proceedings on the part of the Company are necessary to authorize the execution and delivery by the Company of this Support Agreement, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated hereby.

(b) Execution; Delivery. The Company has duly executed and delivered this Support Agreement, and this Support Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity. No consent of, or registration or filing with, any Governmental Authority is required to be obtained or made by or with respect to the Company in connection with the execution, delivery and performance of this Support Agreement or the consummation of the transactions contemplated hereby, other than (i) reports, schedules or statements by the Company under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Support Agreement and the transactions contemplated hereby and (ii) such consents, registrations or filings the failure of which to be obtained or made would not have a material adverse effect on the Company ability to perform its obligations hereunder.

(c) No Conflict. The execution and delivery of this Support Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach or violation of or default (with or without notice or lapse of time or both) under, or require notice to or the consent of any person under, any agreement, law, rule, regulation, judgment, order or decree by which the Company is bound, except for such conflicts, breaches, violations or defaults that would not, individually or in the aggregate, materially prevent or delay consummation of the Purchase and Sale and the transactions contemplated by the Subscription Agreement and this Support Agreement or otherwise prevent or materially delay the Company from performing its obligations under this Support Agreement.

Section 3. Covenants of the Stockholder.

(a) Support. At all times during the Support Period (as defined below), the Stockholder covenants and agrees that at every meeting of the stockholders of the Company (and at every adjournment or postponement thereof) called to seek, and in every other circumstance in which a vote, action, written consent, resolution or other approval of the stockholders of the Company is proposed seeking, the appointment, election or the reelection of any member or members of the Board of Directors, and any matter that would reasonably be expected to facilitate the appointment, the election or the reelection of any member or members of the Board of Directors (including, without limitation, any adjournment of any meeting of the stockholders in order to solicit additional proxies in favor of the appointment, the election or the reelection of members of the Board of Directors if there are not sufficient votes to obtain the Continuing Directors Approval), the Stockholder (A) shall, if a meeting is held, appear at such meeting or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum and (B) shall vote (or cause to be voted) the Subject Shares:

(1) in favor of appointing, electing, or reelecting the Continuing Directors to the Board of Directors (the "Continuing Director Approval"), and any other matter that could reasonably be expected to facilitate the continued service of the Continuing Directors as members of the Board of Directors; and

(2) against any other matter that would reasonably be expected to impede, interfere with, delay, postpone or adversely affect the rights or ability of the Continuing Directors to serve as members of the Board of Directors.

(b) No Transfer. From the date hereof until the expiration of the Support Period, unless the counteragent in the foregoing transactions agrees in writing to be bound by all the terms of this Support Agreement as a precondition to such transaction, the Stockholder shall not (A) sell, transfer, exchange, pledge or otherwise dispose of (collectively, "Transfer") any Subject Shares to any person, (B) enter into any voting arrangement, whether by proxy, power of attorney, voting agreement, voting trust or otherwise, with respect to any Subject Shares, (C) enter into any swap or similar arrangement that transfers the economic consequences of ownership of the Subject Shares, or (D) make any offer or enter into any agreement providing for any of the foregoing; and

(c) [Reserved.]

(d) Support Period. The "Support Period" shall commence on the date hereof and continue until the Director End Time.

(e) Capacity. Notwithstanding anything to the contrary in this Support Agreement, (i) the Stockholder is entering into this Support Agreement, and agreeing to become bound hereby, solely in its capacity as a stockholder of the Company and not in any other capacity (including without limitation any capacity as a director of the Company) and (ii) nothing in this Support Agreement shall obligate the Stockholder to take, or forbear from taking, any action as a director (including without limitation through the individuals that it has elected to the Board of Directors of the Company) or any other action, other than in the capacity as a stockholder of the Company with respect to the voting of the Subject Shares as specified in Section 3(a).

Section 4. Termination. This Support Agreement shall terminate upon the Director End Time.

Section 5. Further Assurances. Subject to the terms and conditions of this Agreement, the Stockholder shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill the Stockholder's obligations under this Support Agreement.

Section 6. General Provisions.

(a) Amendments. This Support Agreement may not be amended except by an instrument in writing signed by each of the parties hereto; provided, however, that the approval of the Continuing Directors shall be required for the Company to amend, modify, terminate or waive this Support Agreement or any provision herein.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery), faxed (with confirmation), or sent by email (provided, that such email states that it is a notice defined pursuant to this Section 6(b)) to the Company (with attention to the Continuing Directors) in accordance with Section 9.6 of the Subscription Agreement and to the Stockholder at the following address (or at such other address for a party as shall be specified by like notice):

AJP Holding Company, LLC
[********]
[********]
Attention: [********]
E-mail: [********]

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

Venable LLP
Rockefeller Center, 1270 Avenue of the Americas, 25th Floor
New York, NY 10020
Attention: William N. Haddad, Kirill Y. Nikonov, Arif Soto
E-mail: wnhaddad@venable.com, kynikonov@venable.com, asoto@venable.com

(c) Interpretation. The Section headings herein are for convenience of reference only, do not constitute part of this Support Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Support Agreement is made to a Section, such reference shall be to a Section of this Support Agreement unless otherwise indicated. Unless otherwise indicated, whenever the words "include," "includes" or "including" are used in this Support Agreement, they shall be deemed to be followed by the words "without limitation."

(d) Severability. The provisions of this Support Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Support Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Support Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(e) Specific Performance. The parties hereto acknowledge that the Company (including the Continuing Directors) may be irreparably harmed and that there may be no adequate remedy at law for a violation of any of the covenants or agreements of any party hereto set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to the Company and the Continuing Directors upon any such violation, the Company and the Continuing Directors shall have the right to seek to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to the Company or the Continuing Directors at law or in equity.

(f) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(g) Counterparts. This Support Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

(h) Entire Agreement; No Third-Party Beneficiaries. This Support Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof. This Support Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder; provided, however, that the Continuing Directors shall be intended third party beneficiaries of this Support Agreement and the Continuing Directors shall have the right to enforce their rights and the Company's rights under this Support Agreement.

(i) Governing Law. This Support Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

(j) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUPPORT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUPPORT AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS SUPPORT AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUPPORT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5(i).

(k) Assignment. No rights or obligations under this Support Agreement may be assigned or delegated by operation of applicable Law or otherwise. Any purported assignment or delegation in violation of this Support Agreement is void.

(l) Consent to Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Support Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Court of Chancery of the State of Delaware, New Castle County or, if such court shall not have jurisdiction, any federal court located in the State of Delaware sitting in the county of Wilmington in the state of Delaware, and each of the parties hereto hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6(b) shall be deemed effective service of process on such party. The parties hereto agree that a final trial court judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has duly executed this Support Agreement, all as of the date first written above.

COMPANY:

Sonim Technologies, Inc

By _____

Name:
Title:

IN WITNESS WHEREOF, each party has duly executed this Support Agreement, all as of the date first written above.

STOCKHOLDER**:**

AJP Holding Company, LLC

By: _____
Name:
Title:

Exhibit 10.4

REGISTRATION RIGHTS AGREEMENT

by and among

SONIM TECHNOLOGIES, INC.,

and

the HOLDERS party hereto

Dated as of [_____], 2022

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement"), dated as of [_____], 2022, is by and among Sonim Technologies, Inc., a Delaware corporation (the "Company"), AJP Holding Company, LLC, a Delaware limited liability company (the "Investor") and each other Person that executes a Joinder in accordance with this Agreement.

WHEREAS, reference is made to that certain Subscription Agreement (the "Subscription Agreement"), dated as of April 13, 2022, by and among the Company and the Investor.

WHEREAS, in connection with the consummation of the First Closing, the Investors received shares of Common Stock and in connection with the consummation of the Second Closing, will receive additional shares of Common Stock, and the execution and delivery of this Agreement is a condition precedent to the willingness of the Investor to consummate the First Closing.

WHEREAS, the parties hereto desire to provide for, among other things, the grant of registration rights with respect to the Registrable Securities (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, terms defined in the headings and the recitals shall have their respective assigned meanings, and the following capitalized terms shall have the meanings ascribed to them below:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such first Person or is a Related Fund of such first Person. The term "control" (including the terms "controlled by" and "under common control with") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management of a Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, the Investor shall not be deemed an Affiliate of the Company for purposes of this Agreement, but the Holders and the Investor shall be deemed Affiliates of each other for purposes of this Agreement.

"Agreement" means this Registration Rights Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"beneficial ownership" and terms of similar import shall be as defined under and determined pursuant to Rule 13d-3 (or any successor rule then in effect) promulgated under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event or the passage of time.

"Board" means the board of directors of the Company.

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to remain closed in the State of New York.

"Closing Date" means [_____], 2022.

"Commission" means the U.S. Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act or the Exchange Act.

"Common Stock" means the Company's common stock, par value $0.001 per share.

"Company" has the meaning set forth in the preamble of this Agreement.

"Company Indemnitee" has the meaning set forth in Section 2.10(a).

"Demand Holders" means one or more Holders who (together with their Affiliates) collectively beneficially own, in the aggregate, at least 25% of the then-outstanding Registrable Securities.

"Demand Notice" has the meaning set forth in Section 2.2(a).

"Demand Offering" means a Shelf Takedown requested pursuant to Section 2.3.

"Demand Registration" means a Long-Form Registration or a Short-Form Registration.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

"Expenses" means all expenses incurred by the Company incident to the Company's performance of or compliance with its obligations under this Agreement, including all registration, filing, listing, stock exchange and FINRA fees, all fees and expenses of complying with state securities or blue sky laws (including the reasonable fees, disbursements and other charges of counsel for the underwriter(s) in connection with blue sky or FINRA filings), all of the Company's word processing, duplicating and printing expenses, messenger, telephone and delivery expenses, the fees, disbursements and other charges of counsel for the Company and of its independent registered public accounting firm, including the expenses incurred in connection with "comfort" letters required by or incident to such performance and compliance, the reasonable fees, disbursements and other charges of one counsel for sellers of Registrable Securities, the fees and expenses incurred by the Company in connection with the listing of the securities to be registered on each securities exchange or national market system on which similar securities issued by the Company are then listed, any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, the fees and expenses of any special experts retained by the Company in connection with such registration, the fees and expenses of any registrar and transfer agent, and the fees and expenses of other Persons retained by the Company, but excluding underwriting fees, discounts and commissions and applicable transfer taxes, if any, which discounts, commissions and transfer taxes shall be borne by the seller or sellers of Registrable Securities, except as otherwise provided in this Agreement.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Form S-1" means a registration statement on Form S-1 or any similar long-form registration statement, as it may be amended from time to time, or any similar successor form.

"Form S-3" means a registration statement on Form S-3 or any similar short-form registration statement, as it may be amended from time to time, or any similar successor form.

"Form S-1 Shelf" has the meaning set forth in Section 2.1(a).

"Form S-3 Shelf" has the meaning set forth in Section 2.1(a).

"Governmental Authority" means (a) the government of any nation, state, city, locality or other political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and (c) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Holder" means (a) the Investor and (b) each other Person to whom Registrable Securities are transferred in accordance with this Agreement and that executes a joinder to this Agreement in the form attached as Schedule B.

"Holder Indemnitee" has the meaning set forth in Section 2.8(b).

"Holder Information" has the meaning set forth in Section 2.5.

"Investor" has the meaning set forth in the preamble to this Agreement.

"Long-Form Registration" has the meaning set forth in Section 2.2(a).

"Loss" and "Losses" have the meanings set forth in Section 2.8(a).

"majority of the Registrable Securities" means a majority of the then-outstanding Registrable Securities.

"Offering Documents" has the meaning set forth in Section 2.8(a).

"Person" means any individual, corporation, company, partnership, limited liability company or partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Governmental Authority or any other entity whether acting in an individual, fiduciary or other capacity.

"Public Offering" means a public offering and sale of shares of Common Stock or securities exchangeable or convertible into shares of Common Stock pursuant to an effective registration statement filed under the Securities Act; provided that a Public Offering shall not include an offering made in connection with a business acquisition or combination pursuant to a registration statement on Form S-4 or any similar form, or an employee benefit plan pursuant to a registration statement on Form S-8 or any similar form.

"Registrable Securities" means (a) all shares of Common Stock issued pursuant to the Subscription Agreement and (b) any shares of Common Stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the shares of Common Stock referenced in clause (a); provided that a share of Common Stock will cease to be a Registrable Security upon the earliest to occur of the date on which (i) such share of Common Stock has been disposed of pursuant to an effective registration statement under the Securities Act or (ii) such share of Common Stock is disposed of pursuant to Rule 144 promulgated under the Securities Act (or any successor provision).

"Registration Demand" has the meaning set forth in Section 2.2(a).

"Related Fund" means, with respect to any Person, (a) any fund, account or investment vehicle that is controlled or managed (i) by such Person, (ii) by an Affiliate of such Person or (iii) by the same investment manager or advisor as the investment manager or advisor for such Person, or by an Affiliate of such investment manager or advisor or (b) any Person formed and controlled by any of the foregoing.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

"Selling Holders" means the Holders of Registrable Securities requested to be registered pursuant hereto.

"Shelf Registration Statement" has the meaning set forth in Section 2.1(a).

"Shelf Takedown" has the meaning set forth in Section 2.3(a).

"Short-Form Registration" has the meaning set forth in Section 2.2(a).

"Subsidiary" means, with respect to any Person, any corporation, partnership, association or other business entity of which fifty percent (50%) or more of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote generally in the election of directors, managers or trustees thereof, or fifty percent (50%) or more of the equity interest therein, is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof.

1.2 Other Definitional Provisions; Interpretation. In this Agreement, unless the context otherwise requires:

(a) the words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Subsection and Schedule references are to this Agreement unless otherwise specified;

(b) headings are for convenience only and do not affect the interpretation of this Agreement;

(c) words importing the singular include the plural and vice versa;

(d) a reference to an Article, party, Schedule or Section is a reference to that Article or Section of, or that party or Schedule to, this Agreement;

(e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;

(f) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(g) a reference to a party to any document includes that party's successors and permitted assigns;

(h) in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement; and

(i) capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in the Subscription Agreement.

ARTICLE II

REGISTRATION RIGHTS

2.1 Shelf Registration Statement, Registration and Listing.

(a) Shelf Registration Statement.

(i) Within 30 calendar days of the Second Closing Date (as such term is defined in the Subscription Agreement), the Company shall file with the Commission a registration statement on any permitted form that qualifies, and is available for, the resale of Registrable Securities in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect) (the "Shelf Registration Statement") (except if the Company is then eligible to register for resale the Registrable Securities on Form S-3, such registration shall be on Form S-3 in accordance herewith) and use its reasonable best efforts to cause the Shelf Registration Statement to be declared effective by the Commission as promptly as reasonably practicable thereafter. The Company shall include in such Shelf Registration Statement all Registrable Securities held by the Investor.

(ii) Until the earlier of the date on which (A) there no longer are any Registrable Securities outstanding and (B) this Agreement has terminated in accordance with Section 2.13, if (y) the Company receives new or revised Holder Information that was not previously provided or is not otherwise included in the Shelf Registration Statement, or (z) a Holder requests the registration of its Registrable Securities on the Shelf Registration Statement and such request was not previously received by the Company pursuant to the terms of this Agreement, the Company shall promptly and, in any case within 15 days, file with the Commission an amendment or supplement to such Shelf Registration Statement and shall include such new or revised Holder Information and/or the Registrable Securities of the Holder making such request, as applicable, in the amended or supplemented registration statement.

(iii) In the event the Company is not eligible to file the Shelf Registration Statement on Form S-3 (a "Form S-3 Shelf") and files the Shelf Registration Statement on Form S-1 (a "Form S-1 Shelf"), the Company shall use its reasonable best efforts to convert such Shelf Registration Statement to a Form S-3 Shelf as promptly as practicable after the Company is eligible to use Form S-3 and have the Form S-3 Shelf declared effective as promptly as practicable (but in no event more than 30 days after the filing of the Form S-3 Shelf), provided, that if there is an offering of Registrable Securities under the Shelf Registration Statement that is ongoing at such time the Company is eligible to use Form S-3, the Company shall delay the conversion of the Shelf Registration Statement until the earlier of the date that the offering is completed or the existing Shelf Registration Statement would need to be updated pursuant to Section 10(a)(3) of the

Securities Act or otherwise. If the Shelf Registration Statement is a Form S-3 Shelf and thereafter the Company becomes ineligible to use Form S-3 for secondary sales, the Company shall use its reasonable best efforts to file a Form S-1 Shelf as promptly as practicable to replace the Shelf Registration Statement that is a Form S-3 Shelf (but in no event more than 20 Business Days after the date of such ineligibility) and have the Form S-1 Shelf declared effective as promptly as practicable (but in no event more than 90 days after the date of such filing).

(b) Board Deferral. The Company may delay the initial filing of the Shelf Registration Statement under Section 2.1(a) for a period of up to 90 days if a majority of the Board determines that the filing of the Shelf Registration Statement would be materially detrimental to the Company and a majority of the Board concludes, as a result, that such delay is in the best interests of the Company and if the Company furnishes to the Holders a certificate signed by the President of the Company attesting to the foregoing; provided that the Company shall not register any securities for its own account or that of any other stockholder or other Person during such period.

2.2 Securities Act Registration on Demand.

(a) Demand. If the Company has not previously filed a Shelf Registration Statement pursuant to Section 2.1, or if such Shelf Registration Statement has not been declared effective by the Commission, or, if such Shelf Registration Statement has been declared effective by the Commission, it does not remain effective in compliance with the provisions of the Securities Act and the laws of any U.S. state or other jurisdiction applicable to the disposition of Registrable Securities covered by such Shelf Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with such Shelf Registration Statement, Demand Holders may make a written request to the Company for the registration with the Commission under the Securities Act of all or part of such Demand Holders' Registrable Securities on (i) Form S-1 (a "Long-Form Registration") or (ii) if available, Form S-3 (a "Short Form Registration"), each of which may be a shelf registration statement filed pursuant to Rule 415 promulgated under the Securities Act (or any successor rule), in each case which request shall specify the number of Registrable Securities to be disposed of by such Demand Holders and the proposed plan of distribution therefor (a "Registration Demand"). Upon the receipt of any Registration Demand, the Company promptly shall notify each other Holder, if any, of such receipt (the "Demand Notice"). Thereafter, the Company shall file such registration statement under the Securities Act in accordance with Section 2.6(a), which such registration statement shall include:

(i) the Registrable Securities that the Company has been so requested to register by the Demand Holders, and

(ii) all other Registrable Securities which the Company has been requested to register by each other Holder by written request of such Holder given to the Company within 15 days after such Holder's receipt of the Demand Notice, all to the extent necessary to permit the disposition of the Registrable Securities so to be registered;

provided that:

(A) the Company shall not be required to effect more than a total of three Long-Form Registrations pursuant to this Section 2.2(a);

(B) if the Company has previously effected a Long-Form Registration or a Short-Form Registration pursuant to this Section 2.2(a), the Company shall not be required to effect a Long-Form Registration or a Short-Form Registration pursuant to this Section 2.2(a) until a period of 90 days shall have elapsed from the date on which such previous registration statement became effective;

(C) any Holder whose Registrable Securities were to be included in any such registration pursuant to this Section 2.2(a), by written notice to the Company, may withdraw such request and, upon receipt of such notice of the withdrawal of such request, the Company shall not be required to effect such registration if the Holders who do not withdraw from such registration do not meet the requirements of clause (D) below, and no such request for registration shall be counted for purposes of determining the number of Long-Form Registrations to which any such Holders are entitled pursuant to this Section 2.2(a);

(D) the Company shall not be required to effect any registration pursuant to this Section 2.2(a) unless the Registrable Securities proposed to be sold in such registration have a reasonably anticipated aggregate offering price of at least (i) $50 million, in the case of a Long-Form Registration, or (ii) $25 million, in the case of a Short-Form Registration;

(E) no Demand Holder is entitled to request a registration under Section 2.2(a) if all of its Registrable Securities are already registered on an effective Shelf Registration Statement; and

(F) the Company shall not be required to effect any registration pursuant to this Section 2.2(a) during any period that the Board has determined to delay the filing of the Shelf Registration Statement pursuant to Section 2.1(b).

(b) Registration of Other Securities. Whenever the Company shall effect a registration pursuant to Section 2.2 hereof, no securities other than Registrable Securities shall be included among the securities covered by such registration unless the Selling Holders holding not less than a majority of the Registrable Securities to be covered by such registration shall have consented in writing to the inclusion of such other securities.

(c) Effective Registration Statement. A registration requested pursuant to Section 2.2(a) shall not be deemed to have been effected:

(i) if a registration statement with respect thereto has not been declared effective by the Commission, or, if a registration statement with respect thereto has been declared effective by the Commission, it does not remain effective in compliance with the provisions of the Securities Act and the laws of any U.S. state or other jurisdiction applicable to the disposition of Registrable Securities covered by such registration statement until such time as all of such Registrable Securities shall have been disposed of in accordance with such registration statement or there shall cease to be any Registrable Securities; or

(ii) if, after it has become effective, such registration is interfered with by any stop order, injunction or other order or requirement of the Commission or other Governmental Authority or court for any reason other than a violation of applicable law solely by any Selling Holder and has not thereafter become effective.

2.3 Offering Requests.

(a) Requests for Offerings. At any time that any shelf registration statement filed in accordance with the terms hereof shall be effective with respect to Registrable Securities of a Holder and such Holder desires to initiate an offering or sale of all or part of such Holder's Registrable Securities (a "Shelf Takedown"), such Holder shall so indicate in a written request delivered to the Company no later than two Business Days prior to the expected date of such Shelf Takedown, which request shall include (i) the type and total number of Registrable Securities expected to be offered and sold in such Shelf Takedown and (ii) the expected plan of distribution of such Shelf Takedown. For the avoidance of doubt, unless otherwise agreed to by the requesting Selling Holder, no other Holder shall have the right to participate in a Shelf Takedown.

(b) Other Offerings. Nothing contained in this Agreement shall be deemed to provide the Holders with any right to include the Registrable Securities or any other securities in (i) the filing of any other registration statement filed by the Company or (ii) any other offering of securities for the account of the Company or any other holder of Company securities. Notwithstanding anything to the contrary contained herein, the Company shall have no obligation to, in relation to an offering of the Registrable Securities that involves a financial institution acting as an underwriter or placement agent or that would be characterized as a "block-trade, assist any Holder or other person, enter into any agreement or pay any expenses.

2.4 Expenses. Except as otherwise provided herein, the Company shall pay all Expenses in connection with any registration initiated pursuant to Section 2.1, or 2.2 hereof (and any related offering of Registrable Securities), whether or not such registration shall become effective (or such offering is completed) and whether or not all or any portion of the Registrable Securities originally requested to be included in such registration are ultimately included in such registration.

2.5 Registration and Demand Offering Procedures. If and whenever the Company is required to effect any registration under the Securities Act or any Demand Offering as provided in Section 2.1, or 2.2 hereof, the Company shall, as expeditiously as possible:

(a) prepare and file with the Commission (promptly and, in any event on or before the date that is (i) 45 days, in the case of any Long-Form Registration pursuant to Section 2.2(a), after the receipt by the Company of the written request from the relevant Demand Holder(s), or (ii) 30 days, in the case of any Short-Form Registration pursuant to Section 2.2(a), after the receipt by the Company of the written request from the relevant Demand Holder(s)) the requisite registration statement to effect any such registration and thereafter use its reasonable best efforts to cause such registration statement to become effective as promptly as reasonably practicable (which shall be no later than 120 days after the initial filing of the registration statement), to maintain such registration statement continuously effective and keep such registration statement supplemented and amended to the extent necessary to ensure that it is available for sales of such Registrable Securities and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, until the earlier to occur of (A) the day after all the Registrable Securities covered by the registration statement have been sold pursuant to that or another effective registration statement or (B) the first date on which there shall cease to be any Registrable Securities covered by such registration statement; provided that, after the third anniversary of the date a registration statement is initially declared effective, plus any period that the registration statement is not kept effective or its use is suspended pursuant to this Agreement, the Company may terminate the offering under such registration statement and withdraw the registration statement so long as no Holder beneficially owns at least 5% of the outstanding Common Stock; and provided, further, that the Company may discontinue any registration of its securities that are not Registrable Securities at any time prior to the effective date of the registration statement relating thereto;

(b) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to any such registration statement and the applicable prospectus or prospectus supplement, including any free writing prospectus as defined in Rule 405 under the Securities Act, used in connection therewith as may be necessary to keep the applicable registration statement effective

and to comply with the provisions of this Agreement, the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities until such time as all of such Registrable Securities shall have been disposed of in accordance with the method of disposition specified by the applicable Holders, and furnish to each Selling Holder and to the managing underwriter(s), if any, within a reasonable period of time prior to the filing thereof a copy of any amendment or supplement to such registration statement or prospectus; provided, however, that, with respect to each free writing prospectus or other materials to be delivered to purchasers at the time of sale of the Registrable Securities, the Company shall (i) ensure that no Registrable Securities are sold "by means of" (as defined in Rule 159A(b) under the Securities Act) such free writing prospectus or other materials without the prior written consent of the sellers of the Registrable Securities, which free writing prospectus or other materials shall be subject to the review of counsel to such sellers and (ii) make all required filings of all free writing prospectuses or other materials with the Commission as are required;

(c) if requested by Selling Holders, promptly amend or supplement any registration statement (whether before or after effectiveness in the case of a shelf registration statement and including by way of a post-effective amendment), with such information as such Holder or Holders request be included therein relating to any proposed offering of Registrable Securities, including (i) information regarding the intended methods of distribution of the Registrable Securities, and (ii) the information provided pursuant to Section 2.3(a), if applicable, and prepare an amendment to such registration statement (including a post-effective amendment) or a prospectus supplement to include such information in the registration statement, promptly file such amendment or prospectus supplement with the Commission (but in no event later than two Business Days after such request in the case of a prospectus supplement or five Business Days after such request in the case of a post-effective amendment), and use its reasonable best efforts to have any such post-effective amendment declared effective as promptly as practicable, provided, that if there is an offering of Registrable Securities that is ongoing at such time under any shelf registration statement, the Company shall delay the filing of such post effective-amendment until the offering is completed;

(d) furnish to each seller of Registrable Securities, such number of copies of such drafts and final conformed versions of the applicable registration statement and of each amendment and supplement thereto (in each case including all exhibits and any documents incorporated by reference), such number of copies of such drafts and final versions of the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents, as any Selling Holder may reasonably request in writing;

(e) use its reasonable best efforts (i) to register or qualify all Registrable Securities and other securities, if any, covered by the applicable registration statement under such other securities or blue sky laws of such states or other jurisdictions of the United States of America as the sellers of Registrable Securities covered by such registration statement shall reasonably request in writing, (ii) to keep such registration or qualification in effect for so long as the applicable registration statement remains in effect and (iii) to take any other action that may be necessary or reasonably advisable to enable such sellers to consummate the disposition in such jurisdictions of the securities to be sold by such sellers, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this subsection (e) be obligated to be so qualified, to subject itself to taxation in such jurisdiction or to consent to general service of process in any such jurisdiction;

(f) use its reasonable best efforts to cause all Registrable Securities and other securities, if any, covered by the applicable registration statement to be registered with or approved by such other Governmental Authority as may be necessary in the opinion of counsel to the Company and counsel to the seller or sellers of Registrable Securities to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this subsection (f) be obligated to be so qualified, to subject itself to taxation in such jurisdiction or to consent to general service of process in any such jurisdiction;

(g) notify each Selling Holder, and other holders of securities covered by the applicable registration statement, if any, at any time when (i) a prospectus relating thereto is required to be delivered under the Securities Act, (ii) a prospectus or any prospectus supplement or post-effective amendment or any free writing prospectus has been filed, and, with respect to a registration statement or any post-effective amendment, when the same has become effective, (iii) the Company receives any request by the Commission or any other federal or state governmental authority for amendments or supplements to a registration statement or related prospectus or for additional information, (iv) the Commission issues any stop order suspending the effectiveness of such registration statement or related prospectus or the initiation or threatening of any proceedings for that purpose, (v) the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 2.5(l) below cease to be true and correct, (vi) the Company receives any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose and (vii) upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made (which notice shall notify each Selling Holder only of the occurrence of such an event and shall provide no additional information regarding such event to the extent such information would constitute material non-public information), and, at the written request of any such seller of Registrable Securities, promptly prepare and furnish to it a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus, as supplemented or amended, shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(h) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement relating to the Registrable Securities at the earliest possible moment;

(i) otherwise comply with all applicable rules and regulations of the Commission and any other Governmental Authority having jurisdiction over the applicable offering, and make available to its security holders, as soon as reasonably practicable, an earning statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first full calendar month after the effective date of such registration statement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) use its reasonable best efforts to cause all Registrable Securities included in any registration statement to be listed on each securities exchange or national market system on which similar securities issued by the Company are then listed or, if no such similar securities are then listed or designated, in a manner satisfactory to the Holders of a majority of the Registrable Securities included in such registration;

(k) provide a transfer agent and registrar for the Registrable Securities covered by a registration statement no later than the effective date thereof;

(l) enter into such agreements and take such other actions as the Selling Holder or Selling Holders, as the case may be, owning at least a majority of the Registrable Securities covered by any applicable registration statement shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including customary indemnification and contribution to the effect and to the extent provided in Section 2.08 hereof; and

(m) if requested by any Selling Holder or Selling Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such share amounts and registered in such names as the Selling Holders may request at least three Business Days prior to any sale of Registrable Securities to the underwriter(s); provided, that in connection with each of the foregoing, the Company's transfer agent shall be entitled to receive certificates, medallion guarantees, stock powers, indemnities and other documents from the Selling Holder or Selling Holders as are reasonably and customarily requested in connection with the removal of restrictive legends or registration of transfer.

As a condition to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a Holder, such Holder must furnish to the Company in writing such information regarding itself and its Affiliates, the Registrable Securities held by it and the intended methods of disposition of the Registrable Securities held by it as is necessary to effect the registration of such Holder's Registrable Securities and is reasonably requested in writing by the Company (the "Holder Information"). If at any time, the Company has any reason to believe that the Holder Information is untrue, incomplete or inaccurate, it may but shall not be required to, notify the related Holder and obtain confirmation of such information's truthfulness, accuracy or completeness and shall not be required to include any such Holder Information until it has received such confirmation. Subject to Section 2.1(a), if the Company subsequently receives Holder Information that was not previously provided and the Company proposes to file another amendment or supplement to such registration statement, the Company shall include the Registrable Securities of the Holder providing such Holder Information in the amended or supplemented registration statement.

The Holder Information with respect to the Investor is attached hereto as Schedule A. Each Holder represents and warrants to the Company that all such information is true, complete and accurate as of the date of this Agreement and covenants to the Company that the in the event any such Holder Information is no longer true, complete and accurate or that any modification of such information is required to be made, such Holder shall promptly notify the Company of such fact and provide such information as shall be necessary to make the Holder Information with respect to such Holder true and accurate as of such date of notification.

Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in subsection (g) of this Section 2.5, such Holder shall forthwith discontinue such Holder's disposition of Registrable Securities pursuant to the registration statement relating to such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (g) of this Section 2.5 and, if so directed by the Company, shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. If any event of the kind described in subsection (g) of this Section 2.5 occurs and such event is the fault solely of a Holder or Holders due to the inaccuracy of the Holder Information provided by such Holder(s) for inclusion in the registration statement, such Holder (or Holders) shall pay all Expenses attributable to the preparation, filing and delivery of any supplemented or amended prospectus contemplated by subsection (g) of this Section 2.5.

2.6 Preparation: Reasonable Investigation.

(a) Registration Statements. In connection with the preparation and filing of each registration statement under the Securities Act requested pursuant to Section 2.2 hereof, the Company shall (i) give representatives (designated to the Company in writing) of each Selling Holder, and one firm of counsel retained on behalf of the Selling Holders (as a group), the reasonable opportunity to participate in the preparation of such registration statement, each prospectus included therein or filed with the Commission, and each amendment thereof or supplement thereto, (ii) upon reasonable advance notice to the Company, give each of them such reasonable access to all financial and other records, corporate documents and properties of the Company and its subsidiaries, as shall be necessary, in the reasonable opinion of such Holders' and such underwriters' counsel, to conduct a reasonable due diligence investigation for purposes of the Securities Act, and (iii) upon reasonable advance notice to the Company, give each of them the opportunity to receive relevant information regarding the business of the Company from its officers, directors, employees and the independent public accounting firm that certified its financial statements as shall be necessary, in the reasonable opinion of such Holders', to conduct a reasonable due diligence investigation for purposes of the Securities Act.

(b) Confidentiality. Each Holder shall maintain the confidentiality of any confidential information received from or otherwise made available by the Company to such Holder under this Section 2.6. Information that (i) is or becomes available to a Holder from a public source other than as a result of a disclosure by such Holder or any of its Affiliates, (ii) is disclosed to a Holder by a third-party source who the Holder reasonably believes is not bound by an obligation of confidentiality to the Company, (iii) is or becomes required to be disclosed by a Holder by law, including by court order, or (iv) is independently developed by a Holder without reliance on such confidential information, shall not be deemed to be "confidential information" for purposes of this Agreement. The Holder shall not grant access, and the Company shall not be required to grant access, to information under this Section 2.6 to any Person who will not agree to maintain the confidentiality (to the same extent a Holder is required to maintain confidentiality) of any confidential information received from or otherwise made available to it by the Company or the Holder under this Agreement.

2.7 Postponements.

(a) If the Company shall fail to file any registration statement to be filed pursuant to a demand for registration under Section 2.2 hereof, the Demand Holder(s) requesting such registration shall have the right to withdraw the request for registration. Any such withdrawal shall be made by giving written notice to the Company within 20 days after the date on which a registration statement would otherwise have been required to have been filed with the Commission. In the event of such withdrawal, the request for registration shall not be counted for purposes of determining the number of registrations to which the Holders are entitled pursuant to Section 2.2 hereof. The Company shall pay all Expenses incurred in connection with a request for registration withdrawn pursuant to this paragraph.

(b) The Company shall not be obligated to file any registration statement, or file any amendment or supplement to any registration statement, and may suspend any Selling Holder's rights to make sales pursuant to any effective registration statement, at any time (but not to exceed one time with respect to each effective registration statement in any twelve-month period) when the Company, in the good faith judgment of the Board, reasonably believes that the filing thereof at the time requested, or the offering of securities pursuant thereto, would adversely affect a pending or proposed Public Offering of the Company's securities, a material financing, or a material acquisition, merger, recapitalization, consolidation, reorganization or similar transaction, or negotiations, discussions or pending proposals with respect thereto. The filing of a registration statement, or any amendment or supplement thereto, by the Company cannot be deferred, and a Selling Holder's rights to make sales pursuant to an effective

registration statement cannot be suspended, pursuant to the provisions of the preceding sentence for more than 10 days after the abandonment or consummation of any of the foregoing proposals or transactions or for more than 60 days after the date of the Board's determination referenced in the preceding sentence. If the Company suspends the Selling Holders' rights to make sales pursuant hereto, the applicable registration period shall be extended by the number of days of such suspension. Notwithstanding the terms of this Section 2.7(b), the Company may not delay the filing of the Shelf Registration Statement required pursuant to Section 2.1(a) beyond the period specified therein.

2.8 Indemnification by the Company.

(a) In connection with any registration statement filed by the Company pursuant to Section 2.1 or 2.2 hereof, to the fullest extent permitted by law, the Company shall, and hereby agrees to, indemnify and hold harmless, each Holder and seller of any Registrable Securities and its Affiliates covered by such registration statement and each other Person, if any, who controls (within the meaning of the Exchange Act) such Holder or seller, and their respective shareholders, members, directors, officers, employees, partners, agents and Affiliates (each, a "Company Indemnitee" for purposes of this Section 2.8), against any losses, claims, damages, liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof and whether or not such indemnified party is a party thereto), joint or several, and expenses, including the reasonable fees, disbursements and other charges of legal counsel and reasonable costs of investigation, to which such Company Indemnitee may become subject under the Securities Act or otherwise (collectively, a "Loss" or "Losses"), insofar as such Losses arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered or otherwise offered or sold under the Securities Act or otherwise, any preliminary prospectus, final prospectus or summary prospectus related thereto, or any amendment or supplement thereto, and free writing prospectus or other offering materials (collectively, "Offering Documents"), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances in which they were made not misleading or any violation by the Company of any U.S. federal or state securities laws, rules or regulations applicable to the Company and relating to any action required of or inaction by the Company in connection with any such registration; provided that the Company shall not be liable in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Offering Documents in reliance upon and in conformity with information furnished to the Company in writing by such Company Indemnitee specifically for use therein. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Company Indemnitee and shall survive the transfer of such securities by such Company Indemnitee.

(b) Indemnification by the Offerors and Holders. In connection with any registration statement filed by the Company pursuant to Section 2.1 or 2.2 hereof in which a Holder has registered for sale Registrable Securities, each such Holder or seller of Registrable Securities shall, and hereby agrees to, severally and not jointly, indemnify and hold harmless, to the fullest extent permitted by law, (i) the Company and each of its directors, officers, employees, agents, partners, shareholders, Affiliates and each other Person, if any, who controls (within the meaning of the Exchange Act) the Company and (ii) each other Holder or seller of Registrable Securities and such Holder or seller's employees, directors, officers, shareholders, members, partners, agents and Affiliates (each such Person under clause (i) or (ii), a "Holder Indemnitee" for purposes of this Section 2.8), against all Losses insofar as such Losses arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any Offering Documents (or any document incorporated by reference therein) or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein in the light of circumstances in which they were made not misleading, if such untrue statement or alleged untrue

statement or omission or alleged omission was made in reliance upon and in conformity with information furnished to the Company in writing by such Holder or seller of Registrable Securities specifically for use therein; provided, however, that the liability of such indemnifying party under this clause (b) shall not exceed the amount of the net proceeds (after giving effect to underwriting discounts and commissions) received by such indemnifying party in the sale of Registrable Securities giving rise to such liability. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Holder Indemnitee and shall survive the transfer of such securities by such indemnifying party.

(c) Notices of Losses, etc. Promptly after receipt by an indemnified party of written notice of the commencement of any action or proceeding involving a Loss referred to in the preceding subsections of this Section 2.8, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such action; provided, however, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under the preceding subsections of this Section 2.8 except to the extent that the indemnifying party is materially and actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such Loss, to assume and control the defense thereof, in each case at its own expense, jointly with any other indemnifying party similarly notified, to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after its assumption of the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof other than reasonable costs of investigation, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties arises in respect of such claim after the assumption of the defense thereof or the indemnifying party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or fails to employ counsel reasonably satisfactory to such indemnified party, in which case the indemnified party shall also have the right to employ counsel and to assume the defense of such claim at the reasonable expense of the indemnifying party. No indemnifying party shall be liable for any settlement of any such action or proceeding effected without its written consent, which shall not be unreasonably withheld. No indemnifying party shall, without the consent of the indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such Loss or which requires action on the part of such indemnified party or otherwise subjects the indemnified party to any obligation or restriction to which it would not otherwise be subject.

(d) Contribution. If the indemnification provided for in this Section 2.8 shall for any reason be unavailable to an indemnified party under subsection (a) or (b) of this Section 2.8 in respect of any Loss, then, in lieu of the amount paid or payable under subsection (a) or (b) of this Section 2.8 the indemnified party and the indemnifying party under subsection (a) or (b) of this Section 2.8 shall contribute to the aggregate Losses (including legal or other expenses reasonably incurred in connection with investigating the same) (i) in such proportion as is appropriate to reflect the relative fault of the Company and the prospective sellers of Registrable Securities covered by the registration statement which resulted in such Loss or action in respect thereof, with respect to the statements, omissions or action which resulted in such Loss or action in respect thereof, as well as any other relevant equitable considerations, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and such prospective sellers, on the other hand, from their sale of Registrable Securities; provided that, for purposes of this clause (ii), the relative benefits received by the prospective sellers shall be deemed not to exceed the net proceeds received by such sellers (after giving effect to sales commissions or other similar discounts and

commissions). No Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The obligations, if any, of the selling holders of Registrable Securities to contribute as provided in this subsection (d) are several in proportion to the relative value of their respective Registrable Securities sold under such registration statement and not joint. Notwithstanding the provisions of this Section 2.8(d), in connection with any registration statement filed by the Company, a Holder shall not be required to contribute amounts that, together with the liability of such Holder under subsection (b), is in excess of the amount of the net proceeds (after giving effect to underwriting discounts and commissions) received by such Holder under the sale of Registrable Securities giving rise to such contribution obligation.

(e) Other Indemnification. The Company shall, in connection with any registration statement filed by the Company pursuant toSection 2.1 or 2.2, and each Holder who has registered for sale Registrable Securities shall, with respect to any required registration or other qualification of securities under any federal or state law or regulation of any Governmental Authority other than the Securities Act, indemnify Holder Indemnitees or Company Indemnitees, respectively, against Losses, or, to the extent that indemnification shall be unavailable to a Holder Indemnitee or Company Indemnitee, contribute to the aggregate Losses of such Holder Indemnitee or Company Indemnitee, as applicable, in a manner similar to that specified in the preceding subsections of this Section 2.8 (with appropriate modifications).

2.9 Registration Rights to Others. Each Holder may transfer all or some of its Registrable Securities and its rights hereunder associated with such Registrable Securities to one or more of its Affiliates (an "Affiliate Transferee"); provided that each such Affiliate Transferee shall be required to sign a joinder agreement substantially in the form set forth in Schedule B. Unless and until an Affiliate Transferee delivers the requisite joinder agreement to the Company, such transferee shall have no rights under this Agreement and such transferee's securities shall not be "Registrable Securities". Registrable Securities shall cease to be "Registrable Securities" upon a transfer thereof to a Person who is not an Affiliate Transferee. If the Company shall at any time hereafter provide to any holder of any securities of the Company rights with respect to the registration of such securities under the Securities Act, such rights shall not be in conflict with or adversely affect any of the rights provided to the holders of Registrable Securities in, or conflict (in a manner that adversely affects holders of Registrable Securities) with any other provisions included in, this Agreement.

2.10 Adjustments Affecting Registrable Securities. Without the written consent of each Holder, the Company shall not effect or permit to occur any combination, subdivision or reclassification of Registrable Securities that would materially adversely affect the ability of the Holders to include such Registrable Securities in any registration of securities under the Securities Act contemplated by this Agreement or the marketability of such Registrable Securities under any such registration or other offering.

2.11 Other Agreements. At all times after the Company has filed a registration statement with the Commission pursuant to the requirements of either the Securities Act or the Exchange Act, the Company shall use its reasonable best efforts to file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder to enable the Holders to sell securities pursuant to (i) Rule 144 or any similar rule or regulation hereafter adopted by the Commission or (ii) a registration statement on Form S-3 or any similar registration form hereafter adopted by the Commission. The Company shall at all times use its reasonable best efforts to cause the securities so registered to be listed on each securities exchange or national market system on which similar securities issued by the Company are then listed.

2.12 Calculation of Percentage or Number of Registrable Securities. For purposes of this Agreement, all references to a percentage or number of Registrable Securities or shares of Common Stock held by Holders (a) shall be calculated based upon the number of Registrable Securities or shares of Common Stock (including those deemed to be Registrable Securities), as applicable, outstanding in the records of the Company at the time such calculation is made and (b) shall exclude, for purposes of the number or percentage held by any Holders, any shares of Common Stock owned by the Company or any Subsidiary of the Company and any Common Stock of the Company issuable upon the exercise, redemption or conversion of securities issued under any of the Company's employee benefit plans.

2.13 Termination of Registration Rights. The Company's obligations under Sections 2.1 and 2.2 hereof to register Registrable Securities for sale under the Securities Act with respect to any Holder shall terminate on the first to occur of (i) period of five (5) years from the date the Shelf Registration Statement filed by the Company pursuant to Section 2.1 or 2.2, as the case may be, is declared effective by the Commission, (ii) the date on which all Holders can sell the shares of Common Stock under Rule 144 without volume restrictions and (iii) the date on which no Registrable Securities are held by any Holder.

ARTICLE III

MISCELLANEOUS

3.1 Amendments; Entire Agreement. Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by Holders of a majority of the Registrable Securities; provided that no amendment shall adversely and disproportionately affect in any material manner the rights or obligations of a Holder of Registrable Securities under this Agreement relative to the other Holders, without such adversely and disproportionately affected Holder's prior written consent. This Agreement supersedes all prior discussions, memoranda of understanding, term sheets, agreements and arrangements (whether written or oral, including all correspondence), if any, among the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties hereto with respect to the subject matter hereof.

3.2 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part under any applicable law from time to time: (a) such provision will be fully severable from this Agreement; (b) such provision shall apply with whatever deletion or modification is necessary so that such provision is legal, valid and enforceable, giving effect to the intention of the parties hereto under this Agreement; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

3.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, each of which, in the case of the Holders, shall agree in a writing to become a party hereto by signing a joinder agreement as set forth in Schedule B and be bound to the same extent as the parties hereto. The Company may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the holders of a majority of the Registrable Securities. Any purported assignment in violation of this provision shall be null and void *ab initio*. If any transferee of any Holder (including any Affiliate of any Holder) shall acquire Registrable Securities by operation of law, then notwithstanding Section 2.9, such Registrable Securities shall be held subject to and benefit from all of the terms of this Agreement, and by taking and holding such Registrable Securities, such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof.

3.4 Notices.

(a) Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, airmail, established courier service, electronic mail ("e-mail") or facsimile to the party to which it is required or permitted to be given or made at such party's address set forth on Schedule C or at such other address as such party may from time to time designate by written notice to the other parties hereto, and shall be effective for all purposes of this Agreement upon the earlier of (i) actual receipt and (ii) deemed receipt under Section 3.4(b) below.

(b) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Section 3.4 is deemed given if: (i) delivered by hand, when left at the address referred to in Section 3.4(a); (ii) sent by next day, second day, or third day national or international prepaid courier service, on the next business day, second business day, or third business day thereafter; and (iii) sent by e-mail, upon actual receipt. Each such notice shall also be delivered by electronic means.

3.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, facsimile, e-mail or otherwise) to the other parties. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.

3.6 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws that would require the application of the law of any other jurisdiction. Each party agrees and consents to the exclusive jurisdiction of The Chancery Court of the State of Delaware, County of New Castle or, if such court does not have jurisdiction over the subject matter of such proceeding or if such jurisdiction is not available, the United States District Court for the District of Delaware, and the appellate courts thereto, for the purposes of any action, suit or proceeding arising out of or relating to this Agreement, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding relating hereto, that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in such courts; provided that a judgment rendered by any such court may be enforced in any court having competent jurisdiction. Each party irrevocably consents to personal jurisdiction, service and venue in any such court. EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) Each party acknowledges that it would be impossible to determine the amount of damages that would result from any breach of any of the provisions of this Agreement and that, in view of the uniqueness of the subject matter of this Agreement, the remedy at law for any breach, or threatened breach, of any of such provisions would be inadequate and, accordingly, agrees that each other party, in addition to any other rights or remedies which it may have, shall be entitled to specific performance of this Agreement and any of the terms of this Agreement and such other equitable and injunctive relief available to the parties from any court of competent jurisdiction to compel specific performance of, or restrain any

party from violating, any of such provisions. In connection with any action or proceeding for equitable and injunctive relief permitted hereunder, each party hereby waives any claim or defense that a remedy at law alone is adequate and, to the maximum extent permitted by applicable law, agrees to have each provision of this Agreement specifically enforced against it, without the necessity of posting bond or other security against it, and consents to the entry of equitable and injunctive relief against it enjoining or restraining any breach or threatened breach of any provision of this Agreement.

[*The remainder of this page has intentionally been left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

SONIM TECHNOLOGIES, INC.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INVESTOR:

AJP HOLDING COMPANY, LLC

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

SCHEDULE A

HOLDER INFORMATION

Investor:

Number of Registrable Securities: _____

Beneficial holder
[____]
[____]
Attn: [____]
Email: [____]

SCHEDULE B

FORM OF JOINDER

THIS JOINDER (this "Joinder") to the Registration Rights Agreement, dated as of [__], 2022, by and among Sonim Technologies, Inc., a Delaware corporation (the "Company"), [ ] (the "Investor") and certain additional holders who have executed joinders thereto from time to time (the "Registration Rights Agreement"), is made and entered into as of [ ], 2022 by and between the Company and [AJP Holding Company, LLC, a Delaware limited liability company] ("Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Registration Rights Agreement.

WHEREAS, Holder has acquired certain Registrable Securities from [ ].

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Joinder hereby agree as follows:

(a) Agreement to be Bound. Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Registration Rights Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as though an original party thereto and shall be deemed a Holder for all purposes thereof.

(b) Successors and Assigns. Except as otherwise provided herein, this Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors, heirs and assigns and Holder and its successors, heirs and assigns.

(c) Notices. For purposes of Section 3.4 (*Notices*) of the Registration Rights Agreement, all notices, requests and demands to the Holder shall be directed to:

[Name]

[Address]

Attn: [____]

Email: [____]

(d) Governing Law. The provisions of Section 3.5 (*Counterparts*) and Section 3.6 (*Governing Law; Jurisdiction; Waiver of Jury Trial*) of the Registration Rights Agreement are incorporated herein by reference as if set forth in full herein and shall apply to the terms and provisions of this Joinder and the parties hereto *mutatis mutandis*.

(e) Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Registration Rights Agreement as of the date first written above.

SONIM TECHNOLOGIES, INC.

By: _____
Name:
Title:

[HOLDER]

By: _____
Name:
Title:

SCHEDULE C

NOTICES

If to the Company, to:

Sonim Technologies, Inc.
6500 River Place Boulevard, Bldg. 7, S#250
Austin, TX, 78730
Attention: Mr. Robert Tirva
E-mail: b.tirva@sonimtech.com

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

O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attention: Brophy Christensen; Noah Kornblith
E-mail: bchristensen@omm.com; nkornblith@omm.com

If to the Investor, to:

AJP Holding Company, LLC
[********]
[********]
Attention: [********]
E-mail: [********]

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

Venable LLP
Rockefeller Center, 1270 Avenue of the Americas, 25th Floor
New York, NY 10020
Attention: William N. Haddad, Kirill Y. Nikonov, Arif Soto
E-mail: wnhaddad@venable.com, kynikonov@venable.com, asoto@venable.com

Sonim Announces Equity Transaction to Drive Growth and Expand Addressable Market

Entering Larger Semi-Rugged and Industrial 5G Growth Markets

Peter Liu to Become Chief Executive Officer

Austin, Texas – April 14, 2022 – Sonim Technologies, Inc. (Nasdaq: SONM) ("Sonim" or the "Company"), a leading U.S. provider of ultra-rugged mobile devices, accessories and solutions designed specifically for task workers physically engaged in their work environments, today announced that it has entered into a subscription agreement with U.S.-based AJP Holding Company, LLC ("AJP") whereby, subject to the terms thereof, AJP will purchase a total of 20.8 million shares at a price of $0.84 per share and an aggregate purchase price of $17.5 million. Upon completion of the transaction, which is subject to stockholder approval and other customary closing conditions, AJP will own approximately 52% of Sonim's post-transaction outstanding capital stock based on an estimated 19.3 million shares outstanding prior to the transaction.

The agreement with AJP will also include a transition of the management team as Sonim embarks on a strategy to expand from its core market in ultra-rugged mobile devices into the larger and faster growing semi-rugged and industrial 5G markets. This enhanced strategy proposed by AJP is expected to drive revenue growth, increase operating efficiency, accelerate ODM-based product development at lower cost and broaden Sonim's addressable market opportunities.

Peter Liu, who has served as Executive Vice President for Global Operations and Engineering since 2010, has been appointed Chief Executive Officer, effective April 14, 2022. Liu is part of the investment group at AJP and leading the strategic development of Sonim's expanded market focus.

"Sonim's deep relationships with all of the Tier One mobile carriers in North America provide an excellent launching point on which to bring a wider array of 5G semi-rugged and industrial devices to market," said Liu. "We believe Sonim can become the top middle market rugged and industrial device provider in North America, offering a wider range of 5G smartphones, feature phones, mobile hot spots and other industrial communications equipment that incorporate our rugged heritage. Our expanded ODM relationships will at the same time help us accelerate new products, reduce development and manufacturing cost and maximize the value of Sonim's highly regarded brand."

"We remain on track to launch our new feature phone this summer and new 5G smartphone this fall, which will complete the update of Sonim's existing rugged product line. We then plan to rapidly develop an expanded lineup of 5G products that will position Sonim in larger, faster growing semi-rugged and industrial markets where the carriers need additional product solutions for their customers," added Liu.

"I am very excited about this expanded strategy for Sonim as the company enters the growing semi-rugged space and leverages low-cost product development and manufacturing capabilities to accelerate new product introductions," said Bob Tirva, President and Chief Operating Officer. "I have worked closely with Peter over the past two and a half years, and am confident that Sonim's future is in good hands as the company transitions into broader markets ahead."

Board Changes and Special Meeting of Stockholders

The board of directors of Sonim has approved the transaction, which will involve two closings. The first closing, including the purchase of approximately 14.9 million shares of Common Stock for an aggregate purchase price of $12.5 million, is subject to customary closing conditions, including stockholder approval of the transaction at a special meeting of the Company's stockholders. The second closing, for approximately 5.9 million shares of Common Stock for an aggregate purchase price of $5.0 million, is expected to occur on or around August 1, 2022, subject to the occurrence of the first closing. The Company intends to file a Form 8-K with additional details of the transaction.

Advisors

B. Riley Securities, Inc. is serving as financial advisor to Sonim Technologies in the transaction and O'Melveny & Myers LLP is serving as legal counsel to the Company. Venable LLP acted as counsel to AJP.

About Peter Liu, Chief Executive Officer

Peter Liu was appointed Chief Executive Officer of Sonim, effective April 14, 2022. Liu has served as Sonim's Executive Vice President for Global Operations and Engineering since September 2010. From 2007 to 2010, Mr. Liu served as Global Quality Director for LOM/Perlos, an international vertically integrated supplier of mobile phones. From 2005 to 2007, Mr. Liu was the Head of Quality for the Strategic Growth Engine business at Motorola Solutions, Inc. Mr. Liu received a M.B.A. from Lawrence Technological University and a Bachelor's in Engineering from Tianjin University.

About Sonim Technologies, Inc.

Sonim Technologies is a leading U.S. provider of ultra-rugged mobile phones and accessories designed specifically for task workers physically engaged in their work environments, often in mission-critical roles. We currently sell our ruggedized mobility solutions to several of the largest wireless carriers in the United States— including AT&T, T-Mobile and Verizon—as well as the three largest wireless carriers in Canada—Bell, Rogers and Telus Mobility. Our phones and accessories connect workers with voice, data and workflow applications in two end markets: industrial enterprise and public sector. Our ruggedized phones and accessories are sold through distributors in North America, South America and Europe. For more information, visit www.sonimtech.com.

Participants in the Solicitation of Proxies

This communication is not a solicitation of a proxy from any investor or securityholder. Sonim, and its directors, executive officers and other members of their management and employees may, under SEC rules, be deemed to be participants in the solicitation of proxies of Sonim's stockholders in connection with the transaction. Investors and securityholders may obtain more detailed information regarding the names, affiliations and interests of Sonim's directors and executive officers in Sonim's Annual Report on Form 10-K filed with the SEC on March 21, 2022, as amended, and other reports filed with the SEC. Additional information regarding the participants will also be included in the proxy statement, when it becomes available. When available, these documents can be obtained free of charge from the sources indicated above.

Additional information about the proposed transaction, including a copy of the membership interest purchase agreement, will be provided in a Current Report on Form 8-K to be filed by the with the Securities and Exchange Commission and available atwww.sec.gov as well as online at: www.sonimtech.com.

Important Cautions Regarding Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to, among other things, the expected timing of the launch of Sonim's next generation of products, Sonim's review of strategic alternatives, the timing and market acceptance of new products, and expectations regarding Sonim's at-the-market-equity program. These forward-looking statements are based on Sonim's current expectations, estimates and projections about its business and industry, management's beliefs and certain assumptions made by Sonim, all of which are subject to change. Forward-looking statements generally can be identified by the use of forward-looking terminology such as, "future", "believe," "expect," "may," "will," "intend," "estimate," "continue," or similar expressions or the negative of those terms or expressions. Such statements involve risks and uncertainties, which could cause actual results to vary materially from those expressed in or indicated by the forward-looking statements. Factors that may cause actual results to differ materially include, but are not limited to, the following: Sonim's ability to continue as a going concern and improve its liquidity and financial position; Sonim's exploration of strategic or financial alternatives may not result in any transaction or alternative that enhances value; risks related to Sonim's ability to comply with the continued listing standards of the Nasdaq Stock Market and the potential delisting of Sonim's common stock; Sonim's ability to continue to develop solutions to address user needs effectively, including its next generation products; anticipated sales levels of both new and legacy products; Sonim's reliance on its channel partners to generate a substantial majority of its revenues; the limited operating history in Sonim's markets; Sonim's ongoing restructuring and transformation of its business; the variation of Sonim's quarterly results; the lengthy customization and certification processes for Sonim's wireless carries customers; the impact of the COVID-19 pandemic; and the ongoing Securities and Exchange Commission investigation on Sonim's business, as well as the other risk factors described under "Risk Factors" included in Sonim's Annual Report on Form 10-K for the year ended December 31, 2020, and any risk factors contained in subsequent quarterly and annual reports it files with the Securities and Exchange Commission (available at www.sec.gov). Sonim cautions you not to place undue reliance on forward-looking statements, which speak only as of the date hereof. Sonim assumes no obligation to update any forward-looking statements in order to reflect events or circumstances that may arise after the date of this release, except as required by law.

Sonim Technologies Contacts
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IR@sonimtech.com

Matt Kreps, Managing Director
Darrow Associates Investor Relations
mkreps@darrowir.com
(214) 597-8200