

[Buyer]
[Address]

[Date], 202_

[Target / Seller]
[Address]
Attention: [Individual 1], [Title]

EXCLUSIVITY AGREEMENT

Dear [Individual 1]:

In connection with a possible acquisition (the “Proposed Transaction”) of [Target / Seller] and its subsidiaries (collectively, the “Company”) by [Buyer] (“[Buyer]”), the Company has provided [Buyer] with certain information regarding its business. In consideration of [Buyer] continuing to pursue such Proposed Transaction, and in recognition of the substantial time, effort and expense [Buyer] will incur in doing so, the Company, intending to be legally bound hereby, agrees as follows:

1. As used herein, the term “Exclusivity Period” means the period of time commencing on the above date of this letter agreement and ending at 11:59 p.m. ([Time Zone] Daylight Time) on the date that is forty (40) calendar days later. [Buyer] and the Company will discuss their progress toward the Proposed Transaction and [Buyer] and the Company may, by each signing a written addendum to this letter (containing such terms and conditions as may be mutually agreed upon by the parties with the approval of the Company’s Board of Directors), extend the Exclusivity Period to a time and date occurring not later than 11:59 p.m. ([Time Zone] Daylight Time) on the date that is sixty (60) days after the date of this letter; and provided further that the Company shall have no obligation to extend the original Exclusivity Period. During the Exclusivity Period, the Company will not, and will cause its affiliates, and their respective directors, officers, equityholders, employees, agents, consultants and other advisors and representatives (collectively, “Representatives”) not to, directly or indirectly, (a) solicit, initiate, encourage, knowingly facilitate or entertain any inquiry or the making of any proposal or offer from any Person (as defined below) regarding an Alternate Transaction; (b) enter into, continue or otherwise participate in any discussions or negotiations with any Person regarding an Alternate Transaction; (c) furnish to any Person any non-public information or grant any Person access to its properties, assets, books, contracts, personnel or records for the purpose of determining whether to make or pursue any inquiries or proposals regarding an Alternate Transaction; (d) approve or recommend, or propose to approve or recommend, or execute or enter into, any letter of intent, agreement in principal, merger agreement, acquisition agreement, option agreement or other contract with any Person; (e) enter into any material agreements with respect to licensing of the Company’s or any of its subsidiaries’ software technology or core intellectual property (other than licenses or other commercial agreements with customer, distributors, resellers or suppliers in the ordinary course of the Company’s business) or (f) propose or agree to do any of the foregoing for the purpose of encouraging or facilitating any proposal or offer for an Alternate Transaction from, or discussions or negotiations regarding an Alternate Transaction with, any Person.

2. During the Exclusivity Period, the Company will notify [Buyer] immediately after receipt by the Company or any of its Representatives of any proposal, offer or inquiry relating to any Alternate Transaction or any request for nonpublic information in connection with such a proposal, offer or inquiry, or for access to the properties, assets, books, contracts, personnel or records of the Company or its subsidiaries by any Person that informs or has informed the Company or its Representatives that it is considering making or has made such a proposal, offer or inquiry. Such notice to [Buyer] will indicate in