EXHIBIT B

Georgia Public Service Commission Application [Redacted Version]

Bradley

Henry Walker
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hwalker@babc.com

October 18, 2017

VIA FEDERAL EXPRESS
OVERNIGHT DELIVERY

Reece McAlister, Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

Re: Application of TeleQuality Communications, Inc. and Education Networks of America, Inc.

Dear Mr. McAlister:

Enclosed is an Application for an indirect transfer of control of TeleQuality Communications, Inc., a Georgia-certified reseller of long distance services (Certificate No. R-1045; April 7, 2009) ("TeleQuality"). TeleQuality has only two customers in Georgia and will continue to operate as a separate entity. There will be no change in TeleQuality's rates, services or management team. The change will be seamless to the Commission and TeleQuality's two customers. Both customers are served through IP-enabled technology.

The Applicants request confidential treatment of the Unit Purchase Agreement and the financial exhibits of ENA pursuant to Commission Rule 515-3-1-.11. A separate motion requesting confidentiality has been filed. A redacted, public version of the Agreement is attached to the Application. Un-redacted copies of the financial exhibits and the Agreement are filed separately under seal.

Because of the negligible impact of this transaction in Georgia, the Applicants request expedited approval of the transaction. Please call me at 615-252-2363 if you have any questions about this Application.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By: Henry Walker

HW/dbi
Enclosures

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034050-301010

BEFORE THE GEORGIA
PUBLIC SERVICE COMMISSION

Application of	)	
	)	
TeleQuality Communications, Inc.,	)	
	)	Docket No. _____
and	)	
	)	
Education Networks of America, Inc.	)	

Joint application for permission to complete a transaction which will result in an indirect change of control

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MOTION FOR PROTECTIVE ORDER

The Applicants request pursuant to Commission Rule 515-3-1-.11 confidential treatment of certain sections of the Unit Purchase Agreement ("Agreement"), as well as the financial exhibits showing the income statement and balance sheets of ENA. The financial exhibits and Agreement contain commercially sensitive information the release of which would be detrimental to the Applicants. A redacted, public disclosure version of the Agreement is attached as an exhibit to the Application. Un-redacted copies of the financial exhibits and the Agreement are filed separately, under seal.

Respectfully submitted,

HENRY WALKER, (B.P.R. No. 000272)
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Nashville, TN 37203
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Counsel to Education Networks of America, Inc.

James M. Smith
DAVIS WRIGHT TREMAINE LLP
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Washington, DC 20006
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Email: jamesmsmith@dwt.com

BEFORE THE GEORGIA
PUBLIC SERVICE COMMISSION

Application of	)	
	)	
TeleQuality Communications, Inc.,	)	
	)	Docket No. _____
and	)	
	)	
Education Networks of America, Inc.	)	

Joint application for permission to complete a transaction which will result in an indirect change of control

APPLICATION

TeleQuality Communications, Inc. ("TeleQuality Inc."), which holds a certificate of convenience and necessity to provide resold interexchange telecommunications service in Georgia, and Education Networks of America, Inc. ("ENA") request authority pursuant to Commission Rule 515-4-1-.01 to transfer control of TeleQuality Inc. from its parent company, TQCI Holdco, Inc. ("TQ Holdco") to ENA. TeleQuality Inc. has only two customers in Georgia. Both are served through IP-enabled technology. This transaction will be transparent to the customers who will continue to receive the same service at the same rates from the same certificated entity. Because this transaction has only a negligible impact in Georgia, the Applicants request expedited approval of this request.

I. DESCRIPTION OF THE PARTIES

A. Education Networks of America, Inc.

ENA, a Delaware corporation with headquarters in Nashville, Tennessee, provides high-capacity broadband, Wi-Fi/LAN, voice, and video solutions to the K–12 education community, higher education institutions and libraries. ENA's managed networks include information solutions, instructional and productivity tools, and third party applications that are used in tandem

with its proprietary products. ENA currently provides services primarily to school districts and libraries that participate in the Commission's schools and libraries universal service support program, commonly known as the E-rate program.

B. TeleQuality Communications, Inc.

TeleQuality Inc. provides Internet access and data network products and services to rural health care providers that participate in the FCC's Rural Health Care Program. TeleQuality Inc.'s technology solutions, including high-bandwidth connectivity, Internet access, and hosted VoIP services, enable healthcare providers to take advantage of emerging healthcare communications technologies that increase access to and lower the cost of healthcare.

TeleQuality Inc. holds a certificate of convenience and necessity to resell interexchange telecommunications services in Georgia. Certificate No. R-1045 (Approved April 9, 2009). At this time, TeleQuality Inc. has two customers in the State. All of the services provided by TeleQuality Inc. to these Georgia customers are internet protocol enabled services.

II. DESCRIPTION OF THE TRANSACTION

On October 13, 2017, TeleQuality Inc., ENA, and other related entities entered into a Unit Purchase Agreement ("Agreement") pursuant to which ENA will acquire control of TeleQuality Inc. A redacted, public disclosure version of the Agreement is attached as Exhibit A. An un-redacted version is being filed under seal with a motion for a protective order.

Prior to the closing of the transaction that is the subject of the instant application, TeleQuality Inc. will be redomiciled and converted into a Delaware limited liability company, becoming TeleQuality Communications, LLC (hereafter, "TeleQuality").[1] Upon approval of the FCC, this Commission, and other regulatory approvals, the parent company of TeleQuality will

[1] This pro forma reorganization involves no change in the beneficial ownership of TeleQuality Inc.

contribute its equity interests in TeleQuality to ENA's indirect parent company, Commodore Parent, LLC ("Commodore Parent"), in exchange for equity in Commodore Parent, which will in turn contribute the equity interests in TeleQuality to ENA. After the closing of this transaction, TeleQuality will operate as a wholly-owned subsidiary of ENA. TeleQuality will continue to operate under its existing certificate and the indirect change of control will not change the daily management or operations of TeleQuality. Thus, the transaction will be transparent to customers and the Commission.

Exhibit B includes diagrams showing the pre- and post-closing ownership structure of TeleQuality.

III. FILING REQUIREMENTS CHECKLIST

A. A copy of this application has been mailed to the Consumers' Utility Counsel Division, 2 Martin Luther King Jr. Drive, Suite 356, Atlanta, GA 30334-4600.

B. Pursuant to Rule 515-3-1-.11, the Applicants request that the un-redacted Unit Purchase Agreement filed under seal and the attached financial exhibits be kept confidential.

C. TeleQuality is in compliance with all Commission reporting requirements.

D. This transaction does not involve a discontinuance or transfer of service nor does it involve a name change.

E. The proposed transaction is an indirect transfer of control as described herein.

F. A redacted, public version of the Unit Purchase Agreement is attached as an exhibit. An un-redacted version is filed separately under seal.

G. TeleQuality holds a certificate as a long distance reseller. Certificate No. R-1045 (April 7, 2009).

H. The proposed transaction will not adversely affect the operations of TeleQuality.

I. Contact information is included herein.

J. ENA's current balance sheet and ENA's income statements for the most recent three years are filed separately, under seal.

IV. PUBLIC INTEREST STATEMENT

The proposed transaction serves the public interest. ENA will continue to serve schools and libraries under the E-Rate Program and TeleQuality will continue to serve rural health care providers under the Rural Health Care Program. ENA and TeleQuality will have more resources at their disposal to innovate and offer new products and services to consumers. The transaction will allow the companies to benefit from economies of scale in the procurement of equipment and services, enabling them to reduce costs, increase efficiency, and become more competitive. The companies will also be better positioned to leverage their expertise to maintain and improve their networks.

The proposed transaction will have no adverse impact on customers and will be transparent to customers in terms of the service they now receive. TeleQuality will continue to provide services at the same rates and on the same terms and conditions as are currently in effect. The transaction also raises no competitive issues.

V. CONTACT INFORMATION

For TeleQuality

Timothy Koxlien
21202 Gathering Oak
San Antonio, TX, 78260
Phone: (210) 408-0388
Tim@telequality.com

With a copy to:

James M. Smith
DAVIS WRIGHT TREMAINE LLP
1919 Pennsylvania Ave., NW, Suite 800
Washington, DC 20006
Phone: (202) 973-4288
Email: jamesmsmith@dwt.com

For Education Networks of America, Inc.

Kitty Conrad
Education Networks of America, Inc.
618 Grassmere Park Drive, Suite 12
Nashville, TN 37211
Phone: 615-312-6000
kconrad@ena.com
With a copy to:

Henry Walker
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Phone: 615-252-2363
hwalker@bradley.com

VI. REQUEST FOR EXPEDITED TREATMENT

The parties request expedited treatment of this request so that the transaction may close by the end of 2017. Closing the transaction by the end of the year is expected to result in financial benefits to the parties and will allow the parties to meet important business objectives. Moreover, since TeleQuality has only two customers in Georgia, this transaction will have a negligible impact in the State. Accordingly, Applicants respectfully request that the Commission process, consider, and approve this Application as expeditiously as possible.

VII. CONCLUSION

For the reasons stated above, the parties respectfully request that the Commission grant this Application; treat it on an expedited basis so that a final order is issued as soon as possible; and grant the Applicants all necessary authority to close this transaction.

Respectfully submitted,

HENRY WALKER, (B.P.R. No. 000272)
BRADLEY ARANT BOULT CUMMINGS LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Tel: (615) 252-4634
Fax: (615) 252-4713
Email: hwalker@bradley.com
Counsel to Education Networks of America, Inc.

James M. Smith
DAVIS WRIGHT TREMAINE LLP
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Washington, DC 20006
Phone: (202) 973-4288
Email: jamesmsmith@dwt.com

VERIFICATION

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

I, Kitty Conrad, hereby declare that I am the General Counsel of Education Networks of America ("ENA"), that I am authorized to make this verification on behalf of ENA; that the foregoing document was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 18th day of October, 2017, at Nashville, Tennessee.

Kitty Conrad
General Counsel
Education Networks of America

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Sworn and subscribed before me this 18th day of October, 2017.

Notary Public

My commission expires: 5/5/20

DEBORAH B. IRMICK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 5, 2020

VERIFICATION

STATE OF TEXAS)
) ss.
COUNTY OF Bexar)

I, Justin Volker, hereby declare that I am the Director of Regulatory Affairs for TeleQuality Communications, Inc. ("TeleQuality") and am authorized to make this verification on its behalf. I have read the foregoing Application; and that the information set forth therein is true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 17 day of October, 2017, at San Antonio, Texas.

Justin Volker
Director of Regulatory Affairs
TeleQuality

STATE OF TEXAS)
) ss.
COUNTY OF Bexar)

Sworn and subscribed before me this 17 day of October, 2017.

Notary Public

LAUREN NICOLE ANDERSON
Notary Public, State of Texas
Comm. Expires 03-04-2020
Notary ID 130568054

Exhibit A

See attached (redacted) Agreement

Original Agreement FILED UNDER SEAL

Execution Version

CONFIDENTIAL

UNIT PURCHASE AGREEMENT

By and Among

TELEQUALITY COMMUNICATIONS, INC.,

EDUCATION NETWORKS OF AMERICA, INC.,

TIMOTHY KOXLIEN

(solely for purposes of Article 4, Section 6.11, Section 6.14 Section 6.15, Section 9.2, Section 9.3, Article 10 and Article 1 (to the extent related to the foregoing)),

TQCI HOLDCO, INC.

and

TQCI HOLDINGS LLC

Dated as of October, 13, 2017

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SCHEDULES:

EXHIBITS:

UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT, dated as of October 13, 2017, by and among TeleQuality Communications, Inc., a Texas corporation (the "***Company***"), Education Networks of America, Inc., a corporation existing under the laws of Delaware ("***Buyer***"), TQCI Holdings LLC, a Delaware limited liability company ("***TeleQuality Holdings***"), TQCI Holdco, Inc., a Texas corporation ("***Seller***"), and, solely for purposes of Article 4, Section 6.11, Section 6.14, Section 6.15, Section 9.2, Section 9.3, Article 10 and Article 1 (to the extent related to the foregoing), Timothy Koxlien ("***Founder***"). The Company, Buyer, TeleQuality Holdings, Seller and, solely for purposes of Article 4, Section 6.14, Section 6.15, Section 9.2, Section 9.3, Article 10 and Article 1 (to the extent related to the foregoing), Founder are each referred to herein as a "***Party***" and, collectively, as the "***Parties***".

RECITALS

A. TeleQuality Holdings owns, and will continue to own until the consummation of the Reorganization, all of the issued and outstanding common stock, par value $1.00 per share, of the Company (the "***Shares***").

B. Prior to the Closing, subject to the terms and conditions set forth herein, the Company, TeleQuality Holdings and Seller intend to effect the Reorganization pursuant to which, among other things, the California Assets will be transferred, assigned, conveyed and delivered to TQCI Holdco II, LLC, a Delaware limited liability company to be formed after the date hereof as a wholly-owned Subsidiary of Seller ("***California Holdco***"), in accordance with Exhibit I (the "***California Reorganization***") and the Company will, after consummation of the California Reorganization, be redomiciled and converted into a Delaware limited liability company.

C. After giving effect to the California Reorganization, California Holdco will own all of the California Assets.

D. After giving effect to the Reorganization, Seller will own all of the issued and outstanding limited liability company interests of the Company (the "***Units***").

E. Concurrently with the execution of this Agreement, Seller has entered into the rollover agreement with Commodore Parent, LLC, a Delaware limited liability company ("***Parent***"), attached to this Agreement as Exhibit F (the "***Rollover Agreement***"), pursuant to which Seller will, after giving effect to the Reorganization and immediately following the Closing on the Closing Date, contribute the number of Units equal to the Rollover Amount (the "***Rollover Units***") to Parent in exchange for equity securities of Parent in such amounts and classes and on such terms and conditions set forth in the Rollover Agreement (the "***Parent LLC Equity Interests***").

F. Concurrently with the execution of this Agreement, Founder and Buyer have entered into the Employment Agreement attached to this Agreement as Exhibit I (the "***Employment Agreement***"), which shall be effective as of and is conditioned upon the occurrence of the Closing.

G. Buyer desires to acquire from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Buyer, the Units (other than the Rollover Units) and the California Assets on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties and Founder agree as follows:

ARTICLE 1
DEFINITIONS AND TERMS

1.1 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"***A&R Parent LLC Agreement***" means that certain Second Amended and Restated Limited Liability Company Agreement of Parent, to be entered into at the Rollover Closing, in substantially the form attached to this Agreement as Exhibit G.

"***A&R Parent Securityholders Agreement***" means that certain Amended and Restated Securityholders Agreement of Parent, to be entered into at the Rollover Closing, in substantially the form attached to this Agreement as Exhibit J.

"***Access Restrictions***" has the meaning set forth in Section 6.10(a).

"***Acquisition Proposal***" means any offer, proposal or indication of interest, whether or not in writing, by any Person in respect of any transaction or series of transactions involving (a) any acquisition of capital stock, merger, consolidation, statutory share exchange, recapitalization, liquidation or other direct or indirect business combination involving the Company pursuant to which Seller would cease to hold, directly or indirectly, all of the equity or voting securities of the surviving or resulting entity following such transaction, (b) the acquisition by any Person or "group" (as defined under Section 13(d) of the Exchange Act) other than Seller, of any capital stock in the Company, (c) any tender or exchange offer that if consummated would result in any Person or "group" (as defined in or under Section 13(d) of the Exchange Act) other than Seller beneficially owning any capital stock of the Company, (d) the acquisition or purchase of assets of the Company by any Person that constitute more than Twenty Percent (20%) of the assets of the Company or (e) any combination of the foregoing; *provided, however*, that the term "***Acquisition Proposal***" shall not include (i) any transaction with Buyer, (ii) the transactions contemplated by the Aviation Divestiture or (iii) the Reorganization.

"***Adjustment Escrow Amount***" means [redacted] Dollars ($[redacted]).

"***Adjustment Escrow Funds***" means, as of any date of determination, the amount of the funds then held by the Escrow Agent pursuant to the Escrow Agreement (including all interest

and earnings thereon) for purposes of satisfying the obligations of Seller pursuant to Section 2.6(e), with the initial amount of such funds being the Adjustment Escrow Amount.

"***Affiliate***" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term "***control***" (including the correlative meanings of the terms "***controlled by***" and "***under common control with***"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, as trustee of a trust, by contract or otherwise.

"***Agreement***" means this Unit Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"***Ancillary Agreements***" means the Escrow Agreement, the Rollover Agreement, the Bill of Sale and the certificates delivered pursuant to Section 2.5(a)(ii)(A), Section 2.5(a)(ii)(B), Section 2.5(b)(ii)(A) and Section 2.5(b)(ii)(B).

"***Audited Financial Statements***" has the meaning set forth in Section 3.7.

"***Aviation Divestiture***" means the distribution to Seller or its designee of all of the equity interests in Koxlien Aviation LLC in accordance with Section 6.5, effective prior to the Closing.

"***Benefit Plan***" has the meaning set forth in Section 3.16(a).

"***Bill of Sale***" means a bill of sale, substantially in the form attached to this Agreement as Exhibit O, pursuant to which California Holdco will transfer, assign, convey and deliver to Buyer all of the California Assets at the California Closing.

"***Business***" has the meaning set forth in Section 6.11(b).

"***Business Day***" means any day (other than a Saturday or Sunday) on which banks in San Antonio, Texas or New York, New York are permitted under applicable Law to be open and transact business.

"***Buyer***" has the meaning set forth in the Preamble.

"***Buyer Adjustment Amount***" has the meaning set forth in Section 2.6(e)(ii).

"***Buyer Disclosure Schedule***" has the meaning set forth in the introductory language to Article 5.

"***Buyer Indemnified Parties***" has the meaning set forth in Section 8.2.

"***Buyer Material Adverse Effect***" means any event, development, occurrence, change, effect, circumstance or state of circumstances or facts, that, individually or in the aggregate, has had or would be reasonably expected to have a material adverse effect on (i) the business, assets,

condition (financial or otherwise) or results of operations of Parent and its Subsidiaries, taken as a whole, or (ii) the ability of Buyer to consummate the transactions contemplated hereby or of Parent to consummate the transactions contemplated by the Rollover Agreement; *provided, however*, that none of the following (or any effects arising in connection therewith) that occur following the date hereof shall be a Buyer Material Adverse Effect: (a) changes in global, national or regional political conditions or in general economic, business, regulatory, political or market conditions or in national or global financial markets, (b) changes that result from factors generally affecting the industries in which Parent or its Subsidiaries operate, (c) changes in applicable Law or applicable accounting regulations or principles or interpretations thereof, (d) changes due to any outbreak or escalation of hostilities or war or any act of terrorism or due to earthquakes, hurricanes, floods or other natural disasters, (e) any failure by Parent or its Subsidiaries to meet estimates of revenues or earnings for any period, including shortfalls or declines in margins or any failure to meet any internal or external projections or other financial performance metrics (although the underlying cause of such failure is not excluded by reason of this clause (e)), (f) any change resulting from the announcement or pendency of this Agreement, the Rollover Agreement and the transactions contemplated hereby and thereby, including any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of Parent or its Subsidiaries due to the announcement or performance of this Agreement or the identity of the Parties (provided that the exception in this clause (f) shall not apply to the representations and warranties contained in Section 5.3 and Section 5.4 to the extent that its purpose is to address the announcement or pendency of this Agreement or the transactions contemplated hereby), (g) any change resulting from any action taken by Buyer or Parent, or which Buyer or Parent causes to be taken by any of its Subsidiaries, in each case which is expressly required or permitted by this Agreement or the Rollover Agreement or is expressly authorized in writing by the Company (prior to the Closing), Seller, TeleQuality Holdings or Founder, or (h) any actions taken (or omitted to be taken) by Parent or any of its Subsidiaries at the express written request of the Company (prior to the Closing), Seller, TeleQuality Holdings or Founder, except in the case of the preceding clauses (a) through (d), to the extent any such event, development, occurrence, change, effect, circumstance or state of circumstances or facts disproportionately effects Parent and its Subsidiaries, taken as a whole, relative to other similarly situated participants in the industries in which Parent and its Subsidiaries operate.

"***Buyer Prepared Returns***" has the meaning set forth in Section 6.4(b).

"***California Assets***" means those assets, properties, Company Permits and Contracts that are described on Section 1.1(a) of the Company Disclosure Schedule, as the same may be added to or subtracted from, resulting from the conduct of the California Business in the Ordinary Course of Business by the Company and in accordance with Section 6.23, until consummation of the California Reorganization and by California Holdco from such time until the California Closing; *provided, however*, that if (a) the California Closing Approval has not been obtained or given, as applicable, or (b) the California Closing Approval is denied or rejected, as applicable, by the applicable Government Entity and Buyer, in either case, elects, in accordance with Section 6.20, to seek a California License and obtains such California License prior to the date that the California Closing Approval is obtained or given, as applicable, then, solely in such circumstance and solely for purposes of the California Closing, the California Assets shall not be deemed to include the Existing California License.

"***California Assets Transfer Approval***" has the meaning set forth in Section 6.3(d).

"***California Business***" means the operation and the conduct of the Business as it relates to the California Assets.

"***California Closing***" has the meaning set forth in Section 2.2.

"***California Closing Approval***" has the meaning set forth in Section 6.3(d).

"***California Closing Date***" has the meaning set forth in Section 2.2.

"***California Holdco***" has the meaning set forth in the Recitals.

"***California License***" means a certificate of public convenience and necessity that permits the Company to conduct the California Business following the Closing.

"***California Reorganization***" has the meaning set forth in the Recitals.

"***California Required Governmental Approvals***" means, collectively, the California Asset Transfer Approval and the California Closing Approval.

"***Cause***" has the meaning set forth in the Employment Agreement.

"***Closing***" has the meaning set forth in Section 2.2.

"***Closing Cash***" means all cash, cash equivalents and liquid instruments that are immediately convertible into cash (including marketable securities) of the Company determined in accordance with GAAP, applied in a manner consistent with the Financial Statements, as of 11:59 p.m., local time, on the day preceding the Closing Date. Notwithstanding anything to the contrary in this Agreement, Closing Cash will be reduced by outstanding checks and drafts, overdrafts, deposits with third parties and any Restricted Cash.

"***Closing Date***" has the meaning set forth in Section 2.2.

"***Closing Purchase Price***" has the meaning set forth in Section 2.3(a).

"***Closing Required Governmental Approvals***" has the meaning set forth in Section 7.1(a).

"***Closing Statement***" has the meaning set forth in Section 2.3(b).

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

"***Common Stock***" has the meaning set forth in Section 3.2(a).

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

"***Company Closing Indebtedness***" means the aggregate amount of Indebtedness of the Company outstanding as of as of 11:59 p.m., local time, on the day preceding the Closing Date.

"***Company Confidential Information***" means any and all information and records, data and trade secrets of the Company, whether written, oral, electronic or in other tangible or intangible form of which Seller or Founder has knowledge on or prior to the Closing Date. The term "Company Confidential Information," however, does not include (a) any information which is or becomes general public knowledge through no breach by Seller or Founder of Section 6.11(a) or (b) following the expiration of the Restricted Period, any information which is disclosed to or becomes available to Seller or Founder on a non-confidential basis by or from a source other than the Company, Buyer, TeleQuality Holdings, any of their respective Affiliates or any of Seller's Affiliates, which source, to the Knowledge of Seller, does not have a duty of non-disclosure or confidentiality or any other similar duty, directly or indirectly, to the Company, TeleQuality Holdings, Buyer, their respective Affiliates or any other Person with respect to such information.

"***Company Disclosure Schedule***" has the meaning set forth in the introductory language to Article 3.

"***Company Employee***" means any employee of the Company or its Subsidiary.

"***Company Intellectual Property***" has the meaning set forth in Section 3.20.

"***Company Material Adverse Effect***" means any event, development, occurrence, change, effect, circumstance or state of circumstances or facts, that, individually or in the aggregate, has had or would be reasonably expected to have a material adverse effect on (i) the business, assets, condition (financial or otherwise) or results of operations of the Company or (ii) the ability of the Company, TeleQuality Holdings, or Seller to consummate the transactions contemplated hereby; *provided, however*, that none of the following (or any effects arising in connection therewith) that occur following the date hereof shall be a Company Material Adverse Effect: (a) changes in global, national or regional political conditions or in general economic, business, regulatory, political or market conditions or in national or global financial markets, (b) changes that result from factors generally affecting the industries in which the Company operates, (c) changes in applicable Law or applicable accounting regulations or principles or interpretations thereof, (d) changes due to any outbreak or escalation of hostilities or war or any act of terrorism or due to earthquakes, hurricanes, floods or other natural disasters, (e) any failure by the Company to meet estimates of revenues or earnings for any period, including shortfalls or declines in margins or any failure to meet any internal or external projections or other financial performance metrics (although the underlying cause of such failure is not excluded by reason of this clause (e)), (f) any change resulting from the announcement or pendency of this Agreement and the transactions contemplated hereby, including any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of the Company due to the announcement or performance of this Agreement or the identity of the Parties (provided that the exception in this clause (f) shall not apply to the representations and warranties contained in Section 3.5 and Section 3.6 to the extent that its purpose is to address the announcement or pendency of this Agreement or the transactions contemplated hereby), (g) any change resulting from any action taken by the Company, in each case which is expressly required or permitted by this Agreement or is expressly authorized in writing by Buyer, or (h) any actions taken (or omitted to be taken) by the Company at the express written request of Buyer, except in the case of the preceding clauses (a) through (c), to

the extent any such event, development, occurrence, change, effect, circumstance or state of circumstances or facts disproportionately effects the Company relative to other similarly situated participants in the industries in which the Company operates.

"***Company Permit***" has the meaning set forth in Section 3.13.

"***Confidentiality Agreement***" means the confidentiality agreement between the Company and Buyer, dated April 4, 2017.

"***Continuation Period***" has the meaning set forth in Section 6.13(a).

"***Continuing Employee***" and "***Continuing Employees***" each has the meaning set forth in Section 6.13(a).

"***Contracts***" means, as applicable, (a) all written or, to the Knowledge of the Company, oral agreements, contracts, leases and subleases, purchase orders, arrangements, commitments, licenses (other than this Agreement) and other legally binding arrangements to which the Company or its Subsidiary is a contractual party or their respective assets or properties are legally bound, (b) all written or, to the Knowledge of Buyer, oral agreements, contracts, leases and subleases, purchase orders, arrangements, commitments, licenses (other than this Agreement) and other legally binding arrangements to which Buyer is a contractual party or its assets or properties are legally bound or (c) all written or, to the actual knowledge of such Person, oral agreements, contracts, leases and subleases, purchase orders, arrangements, commitments, licenses (other than this Agreement) and other legally binding arrangements to which such Person is a contractual party or its assets or properties are legally bound.

"***Covered Proceeding***" has the meaning set forth in Section 6.12(a).

"***Current Assets***" means the aggregate amount of all current assets of the Company included among the categories of current assets set forth on Exhibit C, on a consolidated basis and calculated in accordance with the provisions of Section 2.6(f); *provided, however*, that Current Assets shall not include any Closing Cash or any assets related to any current or deferred Taxes.

"***Current Liabilities***" means the aggregate amount of all current liabilities of the Company included among the categories of current liabilities set forth on Exhibit C, on a consolidated basis and calculated in accordance with the provisions of Section 2.6(f); *provided, however*, that Current Liabilities shall not include any Indebtedness, Transaction Expenses or other liabilities either paid on or prior to the Closing Date by or on behalf of the Company or any Liabilities related to current or deferred Taxes.

"***De Minimis Claim Amount***" has the meaning set forth in Section 8.4(a).

"***Deal Communications***" has the meaning set forth in Section 10.17(b).

"***Deductible Amount***" has the meaning set forth in Section 8.4(a).

"***Delaware Courts***" has the meaning set forth in Section 10.10(a).

"***Employment Agreement***" has the meaning set forth in the Recitals.

"***Environmental Law***" means any applicable Law or Order (a) concerning pollution, public or worker health and safety, or the protection of the environment (including air, water, soil and natural resources) or (b) the use, storage, handling, release or disposal of petroleum or toxic or hazardous substances, materials or wastes.

"***Equitable Exceptions***" means, with respect to the enforcement of the terms and provisions of this Agreement or any other Contract (a) the effect of any applicable Law of general application relating to bankruptcy, reorganization, moratorium or similar Laws affecting creditors' rights and relief of debtors generally and (b) the effect of general provisions of equity, including general principles of equity governing specific performance, injunctive relief and other equitable remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

"***Equity Interests***" means any share, share capital, capital stock, partnership, membership, joint venture or similar interest in any Person (including any stock appreciation, phantom stock, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor.

"***ERISA***" has the meaning set forth in Section 3.16(a).

"***ERISA Affiliate***" means any Person treated at a relevant time as a single employer with the Company pursuant to Section 4001(b) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"***Escrow Account***" has the meaning set forth in Section 2.7.

"***Escrow Agent***" means SunTrust Bank, N.A.

"***Escrow Agreement***" means the escrow agreement which will be executed at the Closing, by and among, Buyer, Seller and the Escrow Agent in substantially the form attached to this Agreement as Exhibit A.

"***Escrow Amount***" means the Indemnity Escrow Amount and the Adjustment Escrow Amount.

"***Escrow Period***" means the period commencing on the Closing Date and ending at 5:00 p.m., Eastern time, on the first anniversary of the Closing.

"***Estimated Closing Cash***" has the meaning set forth in Section 2.3(b).

"***Estimated Company Closing Indebtedness***" has the meaning set forth in Section 2.3(b).

"***Estimated Net Working Capital***" has the meaning set forth in Section 2.3(b).

"***Event of Default***" has the meaning set forth in the Seller Note.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"***Excluded Item***" means (a) any liability of the Company solely to the extent resulting from any action taken on the Closing Date by Buyer or any of its Affiliates, including in connection with any equity or debt financing sourced by Buyer or any of its Affiliates (other than, for the avoidance of doubt, any actions required to be taken by Seller under the Rollover Agreement), (b) any liability solely to the extent that it is otherwise expressly allocated to, or the express obligation of, Buyer or any of its Affiliates pursuant to the express terms of this Agreement or (c) any liability of the Company that is expressly included in the Final Closing Statement as a Current Liability in determining Net Working Capital.

"***Existing California License***" means the Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services Within California issued to the Company by the Public Utilities Commission of the State of California on April 11, 2008.

"***Final Closing Statement***" has the meaning set forth in Section 2.6(a).

"***Financial Statements***" has the meaning set forth in Section 3.7.

"***Founder Related Person***" means (i) Founder or any of his Affiliates; (ii) Founder's parents, spouse and children; or (iii) any Person who is an individual or any trust or similar entity that is controlled by, or any estate of, any of the foregoing Persons.

"***Fraud***" means actual (as opposed to constructive) fraud under the laws of the State of Delaware and is regarding the representation and warranties made in Articles 3, 4 or 5 or any Ancillary Agreements; *provided, however*, that (a) with respect to Article 3, such fraud shall only be deemed to exist if an individual referred to or set forth in the definition of "Knowledge of the Company" had actual knowledge (as opposed to imputed or constructive knowledge, which shall not be considered) that the representation and warranty made in Article 3 that is the subject of such fraud claim was false when made; (b) with respect to Article 4, such fraud shall only be deemed to exist if Founder had actual knowledge that the representation and warranty made in Article 4 that is the subject of such fraud claim was false when made; and (c) with respect to Article 5 and any representations and warranties contained in any Ancillary Agreements, such fraud shall only be deemed to exist if an individual referred to or set forth in the definitions of "Knowledge of Buyer" or "Knowledge of Parent" had actual knowledge that the representation and warranty made in Article 5 or such Ancillary Agreement, as applicable, that is the subject of such fraud claim, as qualified by the Buyer Disclosure Schedule, was false when made.

"***Fundamental Representations***" means (i) the following representations and warranties set forth in this Agreement: the first sentence of Section 3.1 (Incorporation and Qualification), Section 3.2 (Capitalization), Section 3.3 (Ownership Interests in Other Entities), Section 3.4 (Authority; Enforceability), the last two sentences of Section 3.8 (Absence of Liabilities), the first sentence of Section 3.18 (Personal Property; Title to Property), Section 3.25 (Transactions with Affiliates), Section 3.26 (Brokers and Finders), the first sentence of Section 4.1 (Organization), Section 4.2 (Authority; Enforceability), Section 4.5 (Title to Shares and Units),

Section 4.7 (Brokers and Finders), the first sentence of Section 5.1 (Organization), Section 5.2 (Authority; Enforceability) and Section 5.9 (Brokers and Finders), and (ii) the following representations and warranties set forth in the Rollover Agreement: Section 3(a)(i) of the Rollover Agreement (Incorporation and Qualification), Section 3(a)(ii) of the Rollover Agreement (Authority; Enforceability), Section 3(a)(iii) of the Rollover Agreement (Title to Units), Section 3(b)(i) of the Rollover Agreement (Incorporation and Qualification), Section 3(b)(ii) of the Rollover Agreement (Capitalization), Section 3(b)(iii) of the Rollover Agreement (Capitalization), Section 3(b)(iv) of the Rollover Agreement (Absence of Liens), Section 3(b)(v) of the Rollover Agreement (Authority; Enforceability) and Section 3(b)(vii) of the Rollover Agreement (Brokers and Finders).

"***Funded Debt***" means the Company Closing Indebtedness of the Company immediately prior to the Closing under clauses (a), (b) and (c) of the definition of Indebtedness.

"***GAAP***" means United States generally accepted accounting principles.

"***Goodwin***" has the meaning set forth in Section 10.17(a).

"***Good Reason***" has the meaning set forth in the Rollover Agreement.

"Government Contract" means any Contract for the sale of supplies or services currently in performance or that has not been closed that is between the Company and a Governmental Entity or entered into by the Company as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Entity.

"***Government Entity***" means any foreign, federal, state, local, or other political subdivision thereof or entity, court, agency, administrative body or other government or quasi-government entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any arbitral body (public or private), including the Federal Communications Commission ("***FCC***") and the Universal Service Administrative Company ("***USAC***").

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***Indebtedness***" means, without duplication, (a) any Liabilities related to any Contract under which the Company has borrowed any money from, or issued or is subject to any loan agreement, credit agreement, promissory note, bond or debenture to any Person, (b) any Liabilities related to any Contract under which the Company has directly or indirectly guaranteed indebtedness for borrowed money of any other Person (other than endorsements for the purpose of collection in the Ordinary Course of Business), (c) any Liabilities with respect to any credit agreement, promissory note, bond or debenture issued to any Person by the Company, (d) any Liabilities of the Company under any lease that would be required to be accounted for by the lessee as a capital lease in accordance with GAAP, (e) any obligation of the Company arising under letters of credit, performance bonds or similar obligations (in each case, only to the extent drawn), (f) any Liabilities of the Company with respect to any deferred purchase price of property or services, including earn-outs, contingent consideration, deferred compensation (including the employer portion of payroll Taxes associated with such payments) and seller

notes, (g) any Liabilities of the Company with respect to interest rate, currency or commodity derivatives or other hedging arrangements, (h) any Liabilities of the Company with respect to unfunded or underfunded pension, deferred compensation or other similar Liabilities and any Liabilities incurred with respect to any withdrawal or partial withdrawal (as determined under Title IV of ERISA) from any multiemployer plan (as defined in Section 3(37) of ERISA) whether or not yet assessed, (i) all accrued and unpaid Taxes of the Company as of the Closing Date in respect of any Pre-Closing Tax Period (calculated by assuming that any taxable period ends on the Closing Date and that any Tax liability in respect of such period is due and payable), (j) any Liabilities of the Company for accrued and unpaid interest, fees or prepayment premiums or penalties, breakage costs or similar payment obligations in respect of indebtedness of the type referred to in the preceding clauses (a) through (i), (k) any Liability referred to in the preceding clauses (a) through (j) that is directly or indirectly guaranteed by the Company and (m) any Liabilities of the type referred to in the preceding clauses (a) through (k) secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) a Lien on any property or assets of the Company (other than a Permitted Lien). "***Indebtedness***" shall not, and shall not be deemed to, include any Excluded Item.

"***Indemnification Cap***" has the meaning set forth in Section 8.4(a).

"***Indemnified Directors or Officers***" has the meaning set forth in Section 6.12(a).

"***Indemnified Party***" has the meaning set forth in Section 8.5(a).

"***Indemnified Taxes***" means any Taxes, without duplication, (a) imposed on the Company for any Pre-Closing Tax Period, including any reasonable out of pocket costs and expenses of preparing, filing or defending any Tax Return for a Pre-Closing Tax Period, (b) of Seller or Founder for any taxable period (or portion thereof), (c) of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor) is or was a member prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or non-U.S. Law, (d) of any Person imposed on the Company as a transferee or successor, by contract or pursuant to any Law, rule or regulation, to the extent that such Taxes relate solely to an event or transaction occurring before the Closing, (e) for the employer's share of any payroll, employment or similar Taxes required to be made with respect to any compensatory payments made pursuant to or in accordance with this Agreement to the extent accrued on or before the Closing Date and (f) any Taxes for a Pre-Closing Tax Period associated with or arising from the California Assets; except, in each such case, to the extent such Taxes are included as a Current Liability in determining the Net Working Capital or are included as Indebtedness, as finally determined, or otherwise constitute or are related to an Excluded Item.

"***Indemnifying Party***" has the meaning set forth in Section 8.5(a).

"***Indemnity Escrow Amount***" means [redacted] Dollars ($[redacted]).

"***Indemnity Escrow Funds***" means, as of any determination date, the amount of funds then held by the Escrow Agent pursuant to the Escrow Agreement (including all interest and

earnings thereunder) for purposes of satisfying certain Seller obligations pursuant to Section 2.6 and Article 8, with the initial amount of such funds being the Indemnification Escrow Amount.

"***Independent Accountant***" means Ernst & Young, or if Ernst & Young is not willing or unable to serve, then such other dispute resolution group of a nationally recognized independent accounting firm mutually agreed to by Buyer and Seller; provided, however, that the Independent Accountant shall not be, without the prior written consent of Seller, KPMG US LLP.

"***Intellectual Property***" means all intellectual property or proprietary rights of every kind and description anywhere in the world, including the following: (a) all inventions (whether or not patentable), patents and applications therefor, including continuations, divisionals, continuations-in-part, extensions, reexaminations, or reissues of patent applications, and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, internet domain names, corporate names, and all other indicia of origin, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefor and renewals thereof, works of authorship and mask work rights, (d) trade secrets, know-how and other confidential information, and (e) software (including data, databases and documentation therefor).

"***Interim Financial Statements***" has the meaning set forth in Section 3.7.

"***IRS***" means the Internal Revenue Service of the United States.

"***Knowledge of Buyer***" or any similar phrase means the actual knowledge of Rex Miller, David Pierce, Kitty Conrad and Andrew Vogel, after reasonable due inquiry of his or her respective direct reports.

"***Knowledge of Parent***" or any similar phrase means the actual knowledge of David Pierce, Kitty Conrad, Andrew Vogel, Strauss Zelnick, Seymour Sammell, or Jason Sporer, after reasonable due inquiry of his or her respective direct reports.

"***Knowledge of Seller***" or any similar phrase means the actual knowledge of Timothy Koxlien, without giving rise to any duty to investigate.

"***Knowledge of the Company***" or any similar phrase means the actual knowledge of Timothy Koxlien, Steven Dorf, Natalie Verette, Justin Volker and Lauren Anderson, after reasonable due inquiry of his or her respective direct reports.

"***Law***" means any law, statute, ordinance, rule, regulation, code, Order, judgment, injunction, decree or other requirement enacted, issued, promulgated, enforced or entered by a Government Entity.

"***Leased Real Property***" has the meaning set forth in Section 3.19(a).

"***Leases***" means all Contracts pursuant to which the Company holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any Subsidiary thereunder.

"***Liabilities***" means any and all debts, liabilities and obligations of any kind, whether known or unknown, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or not accrued, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

"***Lien***" means any lien, pledge, charge, claim, encumbrance, security interest, option, mortgage, right of first refusal or first offer, easement, or similar restriction (whether voting, transfer or otherwise), in each case other than those created under applicable securities laws.

"***Losses***" means all damages, losses, charges, Liabilities, payments, assessments, deficiencies, interest, penalties, Taxes and costs and expenses (including reasonable attorneys' and other professional advisors' fees and reasonable out of pocket disbursements and any costs of collection, litigation and investigation).

"***Material Contracts***" has the meaning set forth in Section 3.10.

"***Material Customers***" has the meaning set forth in Section 3.22(a).

"***Material Suppliers***" has the meaning set forth in Section 3.22(b).

"***Net Past Due A/R Amount***" means, with respect to any Past Due A/R actually paid to the Company following the Closing, such amount of Past Due A/R, minus the reasonable, documented and out-of-pocket costs, fees and expenses incurred by or on behalf of the Company or any of its Affiliates in connection with the collection of such Past Due A/R.

"***Net Working Capital***" means the amount (which may be a negative number) equal to (a) Current Assets less (b) Current Liabilities, in each case, determined as of 11:59 p.m., local time, on the day preceding the Closing Date.

"***Notice of Claim***" has the meaning set forth in Section 8.5(a).

"***Objection***" has the meaning set forth in Section 2.6(c).

"***Objection Notice***" has the meaning set forth in Section 2.6(b).

"***Order***" means any judgment, writ, decree, directive, decision, injunction, ruling, award or order (including any consent decree or cease and desist order) of any kind of any Government Entity.

"***Ordinary Course of Business***" means the ordinary course of business of the Company consistent with the past custom and practice (including with respect to quantity and frequency) of the Company.

"***Paid in Full***" means the payment in full in cash of the Seller Note and no Person shall have any right to obtain any loan or other extensions of credit under the Seller Note and the termination of the Seller Note and no loan under the Seller Note is outstanding.

"***Parent***" has the meaning set forth in the Recitals.

"***Parent LLC Equity Interests***" has the meaning set forth in the Recitals.

"***Party***" and "***Parties***" each has the meaning set forth in the Preamble.

"***Past Due A/R***" means the accounts receivable of the Company relating to the Contracts and the periods set forth on Section 1.1(b) of the Company Disclosure Schedule which, as of immediately prior to the Closing Date, were, in each case, at least ninety (90) days' past due.

"***Payment Restriction***" has the meaning set forth in Section 6.18(b).

"***Permitted Liens***" means, collectively, (a) Liens reflected or reserved against or otherwise disclosed in the Financial Statements, (b) mechanics', materialmen's, warehousemen's, carriers', workers', or repairmen's liens or other similar common law or statutory Liens arising or incurred in the Ordinary Course of Business which are not yet due and payable, (c) liens for Taxes, assessments and other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings, (d) with respect to real property, (i) easements, quasi-easements, licenses, covenants, rights-of-way, rights of re-entry or other similar restrictions of record, including any other agreements, conditions or restrictions that would be shown by a current title report or other similar report or listing, (ii) any conditions that may be shown by a current survey or physical inspection and (iii) applicable zoning, building, subdivision or other similar requirements or restrictions of any Government Entity which are not violated by the current use or occupancy of such real property or the operation of the Company's business thereon, in the case of the preceding clauses (i) and (ii), which do not materially impair the use or occupancy of such real property or the operation of the Business conducted thereon, (e) any Lien incurred in the Ordinary Course of Business since the date of the Interim Financial Statements that is described on Section 1.1(c) of the Company Disclosure Schedule, and (f) liens arising under original purchase price conditional sales contracts and equipment leases with third parties, in each case, entered into in the Ordinary Course of Business.

"***Permitted Transferee***" has the meaning set forth in the Seller Note.

"***Person***" means an individual, a corporation, a partnership, an association, a limited liability company, a Government Entity, a trust or other entity or organization.

"***Pre-Closing Tax Contest***" has the meaning set forth in Section 6.4(c).

"***Pre-Closing Tax Period***" means any taxable period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"***Privileged Deal Communications***" has the meaning set forth in Section 10.17(b).

"***Proceeding***" means any action, suit, arbitration, mediation, litigation, hearing, audit, investigation, inquiry or proceeding involving any Government Entity.

"***Purchase Price***" has the meaning set forth in Section 2.3(a).

"***Purchase Price Cap***" mean an amount equal to the sum of (i) the Purchase Price as finally determined pursuant to Section 2.6 and (ii) the Rollover Amount.

"***R&W Insurance Policy***" means an insurance policy substantially in the form attached to this Agreement as Exhibit B.

"***Recipient Plan***" has the meaning set forth in Section 6.13(c).

"***Related Agreement***" means the Employment Agreement, the San Antonio Lease, the A&R Parent LLC Agreement, the A&R Parent Securityholders Agreement, the Seller Note and any other document, agreement, certificate or instrument entered into in connection with this Agreement or the transactions contemplated hereby, other than the Ancillary Agreements.

"***Related Party Arrangement***" has the meaning set forth in Section 3.25.

"***Related Person***" means, with respect to any Person, (i) any director, officer or equityholder of such Person, (ii) any of his, her or its or their respective Affiliates and (iii) any immediate family member of a Person described in the preceding clause (i) or (ii) who is an individual or any trust or similar entity that is controlled by or any estate of any of the foregoing Persons.

"***Related to the Business***" shall mean required for, material to, or used primarily in, or arising directly or indirectly, primarily out of the operation or conduct of, the Business as conducted by the Company, or held primarily for such use.

"***Reorganization***" means the transactions described in Exhibit H.

"***Representatives***" means, with respect to any Person, the officers, directors, managers, partners, employees, agents, accountants, counsel, advisors, bankers and other representatives of such Person.

"***Required Governmental Approvals***" means, collectively, the California Closing Approval and the Closing Required Governmental Approvals.

"***Response Notice***" has the meaning set forth in Section 8.5(b).

"***Restricted Period***" means (a) with respect to Section 6.11(b)(i) and Section 6.11(c), the period commencing on the date of this Agreement and continuing until the later of (i) the third (3rd) anniversary of the Closing Date and (ii) the eighteen (18) month anniversary of the first to occur of (A) the date on or after the date that the Founder's employment with Buyer and its Affiliate is terminated (I) without Cause by Buyer or one of its Affiliates or (II) by Founder for Good Reason and, in the case of each of clause (I) and (II), on which Founder no longer serves as a member of the board of directors (or other similar governing body) of Parent or any of its

Affiliates (which date shall be the date of such termination if Founder's service as a member of the board of directors (or other similar governing body) of Parent and its Affiliates ended on or before such termination), (B) the date Seller or its Affiliates or its Permitted Transferees (including Founder or any Founder Related Persons) no longer hold(s), directly or indirectly, any Equity Interest of Parent or any of its Affiliates and (C) the consummation of a transaction in which (I) all or substantially all of the assets of the Company or of Parent and its Subsidiaries, taken as a whole, are sold to a Person not affiliated with the controlling equityholders of Parent on the date of this Agreement or (II) a Person or group of Persons acting in concert and not affiliated with the controlling equityholders of Parent on the date of this Agreement, acquire seventy percent (70%) or more of the issued and outstanding equity interests or voting securities of the Company or of Parent and, following such acquisition, the controlling equityholders of Parent on the date of this Agreement and its Affiliates hold, directly or indirectly, less than twenty percent (20%) of the issued and outstanding equity interests and voting securities of the Company or Parent; and (b) with respect to clauses (ii), (iii) and (iv) of Section 6.11(b), the period commencing on the date of this Agreement and continuing until the later of (i) the third (3rd) anniversary of the Closing Date and (ii) the eighteen (18) month anniversary of the first to occur of (A) the date on or after a termination of Founder's employment with Buyer and its Affiliates(for any reason) on which Founder no longer serves as a member of the board of directors (or other similar governing body) of Parent and its Affiliates (which date shall be the date of such termination if Founder's service as a member of the board of directors (or other similar governing body) of Parent and its Affiliates ended on or before such termination) and (B) the consummation of a transaction in which (I) all or substantially all of the assets of the Company or of Parent and its Subsidiaries, taken as a whole, are sold to a Person not affiliated with the controlling equityholders of Parent on the date of this Agreement or (II) a Person or group of Persons acting in concert and not affiliated with the controlling equityholders of Parent on the date of this Agreement, acquire seventy percent (70%) or more of the issued and outstanding equity interests or voting securities of the Company or of Parent and, following such acquisition, the controlling equityholders of Parent on the date of this Agreement and its Affiliates hold, directly or indirectly, less than twenty percent (20%) of the issued and outstanding equity interests and voting securities of the Company or of Parent. The date on which the eighteen (18) month period referenced in clause (a)(ii) or (b)(ii), as applicable, begins shall be referred in this Agreement as the "***Separation Date***".

"***Revocation Date***" has the meaning set forth in Section 8.6(a).

"***Restricted Cash***" means any cash, cash equivalents or liquid instruments of the Company that is not freely usable by the Company as of the Closing because it is subject to restrictions or limitations on use or distribution by Contract or Law; *provided, however*, that restrictions on dividends and distributions imposed by Texas or Delaware corporate or limited liability company law shall not be applied for purposes of determining Restricted Cash. For the avoidance of doubt, "Restricted Cash" shall include any customer deposits held by Company, that would, upon receipt of funding from any Governmental Entity, be required to be returned to the customer.

"***Restricted Period***" has the meaning set forth in Section 6.11(b).

"***Rollover Agreement***" has the meaning set forth in the Recitals.

"***Rollover Amount***" has the meaning set forth in the Rollover Agreement.

"***Rollover Closing***" means the Contribution Closing (as defined in the Rollover Agreement).

"***Rollover Units***" has the meaning set forth in the Recitals.

"***San Antonio Lease***" means the amended and restated lease agreement by and between the Company and Koxlien Properties LLC, substantially in the form attached to this Agreement as Exhibit D.

"***Schedule Supplement***" has the meaning set forth in Section 6.8.

"***Schedules***" means the Company Disclosure Schedule, the Seller Disclosure Schedule and the Buyer Disclosure Schedule.

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

"***Senior Credit Agreement***" means the Credit Agreement, dated as of May 6, 2016, by and among Commodore Merger Sub, Inc., Buyer, Commodore Holdco, LLC, TCW Asset Management Company and the other parties signatory thereto, as the same may be amended, restated, extended, refinanced, replaced, supplemented, restructured or otherwise modified from time to time in one or more agreements (in whole or in part and without limitation as to terms, conditions or covenants and without regard to the principal amount thereof), including all related notes, collateral documents, guarantees, instruments and agreements enter into in connection therewith.

"***Seller Disclosure Schedule***" has the meaning set forth in the introductory language to Article 4.

"***Seller Indemnified Parties***" has the meaning set forth in Section 8.3.

"***Senior Debt Maturity Date***" has the meaning set forth in Section 6.18(a).

"***Seller Note***" means the promissory note issued to Seller, substantially in the form attached to this Agreement as Exhibit E.

"***Seller Note Amount***" means [redacted] Dollars ($[redacted]).

"***Seller Prepared Returns***" has the meaning set forth in Section 6.4(b).

"***Senior Debt Subordination Agreement***" means the subordination agreement to be entered into by Seller, the Buyer, TCW Asset Management Company LLC and the other parties thereto, substantially in the form attached to this Agreement as Exhibit M.

"***Shares***" has the meaning set forth in the Recitals.

"***Sponsor Debt Subordination Agreement***" means the subordination agreement to be entered into by Seller and ZM Capital Management, L.L.C., the Buyer and the other parties thereto, substantially in the form attached to this Agreement as Exhibit N.

"***Straddle Period***" has the meaning set forth in Section 6.4(f).

"***Subsidiary***" means, with respect to any Person, any other Person of which at least a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such first Person.

"***Target Net Working Capital***" means [redacted] Dollars ($[redacted]).

"***Tax***" means any tax (including any income, gross receipts, payroll, license, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, estimated, alternative minimum, add-on minimum, profits, capital gains, value-added, sales, use, transfer, registration, escheat, abandoned or unclaimed property, natural resources, environmental, real or personal property, withholding, social security (or similar) or unemployment, disability, or other tax, levy, assessment, tariff or duty (including any customs duty), however denominated, whether disputed or not, and any related penalty, interest, or addition to tax), imposed, assessed, or collected by or under the authority of any Taxing Authority.

"***Tax Attribute***" has the meaning set forth in Section 3.15(b).

"***Tax Authority***" and "***Taxing Authority***" mean any U.S. or non-U.S. federal, national, state, provincial, county, or municipal or other local government, any subdivision, agency, commission, or authority thereof, or any quasi-governmental body exercising any taxing authority.

"***Tax Return***" or "***Tax Returns***" means any return, declaration, report, claim for refund, election, information return or statement or other document relating to Taxes that is filed or required to be filed with any Taxing Authority, including any schedule or attachment thereto, and including any extension thereto or any amendments thereof.

"***TeleQuality Holdings***" has the meaning set forth in the Preamble.

"***Termination Date***" is defined in Section 9.1(b).

"***Third Party Claim***" has the meaning set forth in Section 8.6(a).

"***Transaction Expenses***" means the unpaid obligations of the Company as of 11:59 p.m., local time, on the day preceding the Closing Date for (a) all legal, consulting, accounting and other fees and expenses (whether or not invoiced) incurred by or on behalf of the Company and its Subsidiary in connection with or related to (i) the preparation, negotiation, execution or performance through the Closing under, or the transactions contemplated by this Agreement (including the Reorganization) or any Ancillary Agreement (including any success-based fees related thereto) and the preparation, negotiation and execution of any Related Agreement and (ii)

the process by which Seller, TeleQuality Holdings, the Company and/or Founder solicited, discussed or negotiated strategic alternatives (including any Acquisition Proposal) prior to the date hereof, (b) any severance, change in control, termination, retention, sale bonuses, incentive or similar amounts or benefits payable or due to any employee or independent consultant as a result of or in connection with the transactions contemplated by this Agreement (including any success based fees and the employer's share of any payroll Taxes payable in respect of the foregoing and any amounts payable to gross-up or make whole any person for income or excise Taxes imposed with respect to such payments), but in each case, excluding any amounts arising under employment agreements entered into by Buyer or any of its Affiliates, on the one hand, and any employee of the Company, on the other hand, on or after the date hereof (including the Employment Agreement) and (c) any payments made to or upon termination of, and any fees and expenses owing in respect of, any Related Party Arrangements that are terminated at or prior to the Closing; *provided, however*, that Buyer shall pay for (i) all filing fees associated with the filing of the notification under the HSR Act, if necessary, and (ii) all fees and expenses of the Escrow Agent; *provided, further*, that in no event shall Transaction Expenses include, or be deemed to include, any Excluded Items.

"***Units***" has the meaning set forth in the Recitals.

ARTICLE 2
PURCHASE AND SALE OF THE UNITS

2.1 Purchase and Sale of Units and the California Assets. On the terms and subject to the conditions set forth in this Agreement, (a) at the Closing, Seller shall sell, convey, transfer and deliver to Buyer, and Buyer shall purchase from Seller, the Units (other than the Rollover Units) for the consideration provided in this Article 2, free and clear of all Liens (other than those arising under applicable securities Laws and Liens created by Buyer or Liens arising from actions taken or omitted to be taken by Buyer independent of the sale, conveyance, transfer and delivery of the Units hereunder) and (b) at the California Closing, Seller shall cause California Holdco to, and California Holdco shall, assign, convey, transfer and deliver to Buyer all of the right, title and interest (legal and equitable) in and to, the California Assets for, without duplication of the amounts paid in clause (a), the consideration provided in this Article 2 (whether such consideration is paid at or prior to the date of the California Closing), free and clear of all Liens (other than those Liens created by Buyer or Liens arising from actions taken or omitted to be taken by Buyer independent of the assignment, conveyance, transfer and delivery of the California Assets hereunder).

2.2 Closing. The sale and purchase of the Units (other than the Rollover Units) shall take place at a closing (the "***Closing***") to be held at the offices of Goodwin Procter LLP, 901 New York Avenue, NW, Washington, D.C. 20001, at 10:00 a.m. local time, on the fifth (5^{th}) Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the Parties set forth in Article 7 (other than Section 7.4 and such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date), or at such other place or at such other time or on such other date as Seller and Buyer may mutually agree in writing; *provided, however*, that the Closing shall not occur prior to the thirtieth (30th) day following the date of this Agreement. The day on which the Closing takes place is referred to as the "***Closing Date***." The assignment, conveyance, transfer and delivery of

the California Assets shall take place at a closing (the "***California Closing***") to be held at the offices of Goodwin Procter LLP, 901 New York Avenue, NW, Washington, D.C. 20001, at 10:00 a.m. local time, on day that is the later of (a) the Closing Date and (b) the second (2nd) Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of the condition to the obligations of the Parties set forth in Section 7.4, or at such other place or at such other time or on such other date as Seller and Buyer may mutually agree in writing. The day on which the California Closing takes place is referred to as the "***California Closing Date.***"

2.3 Purchase Price.

(a) The aggregate purchase price for the Units (other than the Rollover Units) and the California Assets shall be:

(i) [redacted] ($[redacted]),

(ii) *plus* the amount of Estimated Closing Cash,

(iii) *plus* the amount, if any, by which Estimated Net Working Capital exceeds Target Net Working Capital,

(iv) *minus* the Estimated Transaction Expenses,

(v) *minus* the amount, if any, by which Estimated Net Working Capital is less than Target Net Working Capital,

(vi) *minus* the Rollover Amount, and

(vii) *minus* the Estimated Company Closing Indebtedness.

The result of the calculation set forth in the preceding clauses (i) through (vii) is the "***Closing Purchase Price,***" and as adjusted pursuant to Section 2.6 is the "***Purchase Price***".

(b) Closing Statement. In order to facilitate the payments contemplated by Section 2.4, not less than two (2) Business Days nor more than five (5) Business Days prior to the Closing the Company shall prepare and deliver to Buyer a statement (the "***Closing Statement***") setting forth the Company's good faith estimate of (i) the aggregate amount of all Closing Cash (the "***Estimated Closing Cash***"); (ii) the Net Working Capital (the "***Estimated Net Working Capital***"), (iii) the aggregate amount of all Company Closing Indebtedness (the "***Estimated Company Closing Indebtedness***") and the portion thereof that is Funded Debt, (iv) the aggregate amount of all Transaction Expenses (the "***Estimated Transaction Expenses***"), and (v) based on the foregoing, the Company's calculation of the Closing Purchase Price, which statement shall also set forth in reasonable detail the Company's calculation of such amounts. Buyer and its Representatives will have reasonable access during reasonable hours and under reasonable circumstances to the work papers of the Company, TeleQuality Holdings and Seller and to the books and records on which the Closing Statement is based, and each of the Company, TeleQuality Holdings and Seller will permit Buyer and its Representatives to consult with the accountants of Seller, TeleQuality Holdings and the Company and the preparers of the Closing Statement, in each case as reasonably requested by Buyer in connection with its review of the

Closing Statement. The Closing Statement will also set forth (A) the name of each Person to receive a payment at the Closing under Section 2.4, (B) the amount payable to each such Person and (C) wire instructions for each such Person. Buyer shall have the right to review and comment on the Closing Statement, and Seller shall give consideration in good faith to any such comments, but the failure or refusal of Seller to accept any such comments shall not delay the Closing. The Closing Statement shall be prepared (and the estimates, determinations and calculations contained therein shall be made) in accordance with this Agreement, including Section 2.6(f).

2.4 Closing Date Payments. At the Closing, upon the terms and subject to the conditions set forth in this Agreement:

(a) Buyer shall pay, or cause to be paid, the following amounts by wire transfer of immediately available funds:

(i) to each holder of Funded Debt, the amount necessary to pay off the Funded Debt held by such holder;

(ii) to each Person identified in the Closing Statement as being owed Transaction Expenses (other than any payments to be made pursuant to Section 2.4(a)(iii)), the amount necessary to pay the Transaction Expenses owed to such Person in accordance with the Closing Statement;

(iii) to the Company for payment through payroll the amount necessary to satisfy all Transaction Expenses owed to Company Employees in accordance with the Closing Statement;

(iv) to the Escrow Agent, the Escrow Amount, to be managed and paid out by the Escrow Agent pursuant to the terms of the Escrow Agreement;

(v) to Seller, the Closing Purchase Price minus the Escrow Amount minus the Seller Note Amount; and

(b) Buyer shall issue or cause to be issued to Seller the Seller Note.

2.5 Deliveries at Closing.

(a) Closing Deliveries of Seller. At the Closing:

(i) Seller shall assign and transfer to Buyer all of its right, title and interest in and to the Units (other than the Rollover Units) by delivering to Buyer a unit power duly endorsed by Seller; and

(ii) Seller shall deliver, or cause to be delivered, to Buyer (in the case of the following clauses (A), (B), (C), (E), (F), (I) and (K) in a form and substance reasonably satisfactory to Buyer):

(A) a certificate, dated as of the Closing Date and executed by Seller, as to the fulfillment of the conditions set forth in Section 7.2(a), (b), (d), and (e);

(B) a certificate of an officer of the Company, dated as of the Closing Date, certifying (I) that a true, correct and complete copy of the certificate of conversion and limited liability company agreement of the Company as in effect immediately prior to the Closing is attached thereto, (II) the resolutions of the Company's board of managers approving the execution, delivery and performance of this Agreement or any Ancillary Agreement to which the Company is or will be a party and (III) to the incumbency and signature of the officer of the Company executing this Agreement or any Ancillary Agreement to which the Company is or will be a party;

(C) the resignation of each director of the Company from his or her position as a director and, to the extent requested by Buyer in writing at least ten (10) Business Days prior to the Closing Date, the resignation of each officer of the Company so requested by Buyer from his or her position as an officer (but not as an employee) of the Company, in each case effective as of the Closing;

(D) all original corporate records and documents of the Company not then in the possession of the Company but in the possession of Seller, TeleQuality Holdings or their respective Affiliates;

(E) an IRS Form W-9, together with all required supporting documentation, properly completed and duly executed by Seller in accordance with applicable IRS requirements, certifying that Seller is not subject to backup withholding of federal Tax or to withholding of federal Tax at source on interest income;

(F) an affidavit of non-foreign status certified by Seller that meets the requirements of Treasury Regulations Section 1.1445-2(b)(2);

(G) the Escrow Agreement, duly executed by Seller and the Escrow Agent;

(H) the Seller Note, duly executed by Seller;

(I) evidence of the termination of all Related Party Arrangements (other than those set forth on Section 2.5(a)(ii)(I) of the Company Disclosure Schedule) with no Liability to Buyer, the Company or their respective Affiliates;

(J) the San Antonio Lease, duly executed by Koxlien Properties, LLC and the Company;

(K) payoff letters from the holders of Funded Debt, together with any other Lien release documentation necessary in connection therewith,

duly executed by the applicable lenders or their agent providing for, upon payment thereof, (I) the satisfaction and discharge of all obligations in respect of any amounts owed to the holders and/or the agent thereunder, (II) the termination and release of all Liens related to the Equity Interests and assets of the Company and (III) the filing of all documents (including UCC-3 or equivalent termination statements) necessary to effectuate, evidence or reflect in the public record such satisfaction, release, discharge and termination;

(L) A spousal consent of Founder's spouse, substantially in the form attached to this Agreement as Exhibit K;

(M) the Senior Debt Subordination Agreement, duly executed by Seller; and

(N) the Sponsor Debt Subordination Agreement, duly executed by Seller.

(b) Closing Deliveries of Buyer. At the Closing:

(i) Buyer shall pay, or cause to be paid, the Closing Purchase Price in accordance with Section 2.4.

(ii) Buyer shall deliver, or cause to be delivered, to Seller:

(A) a certificate, in form and substance reasonably acceptable to Seller, dated as of the Closing Date and signed by an officer of Buyer, as to the fulfillment of the conditions set forth in Section 7.3(a), (b) and (d);

(B) a certificate of the secretary of Buyer, in form and substance reasonably acceptable to Seller, dated as of the Closing Date, certifying (I) resolutions of the board of directors approving the execution, delivery and performance of this Agreement and (II) to the incumbency and signature of the officer of Buyer executing this Agreement and the Ancillary Agreements to which Buyer will be a party;

(C) the Seller Note, duly executed by Buyer (or one of its affiliates);

(D) the Senior Debt Subordination Agreement, duly executed by the Buyer, the Other Obligors (as defined in the Senior Debt Subordination Agreement) and TCW Asset Management Company LLC;

(E) the Sponsor Debt Subordination Agreement, duly executed by the Buyer, ZM Capital Management, L.L.C. and the Obligors (as defined in the Sponsor Debt Subordination Agreement);

(F) reasonable evidence that Buyer has purchased the R&W Insurance Policy, together with reasonable evidence of the payment of the premium therefor; and

(G) the Escrow Agreement, duly executed by Buyer and the Escrow Agent.

2.6 Post-Closing Purchase Price Adjustment.

(a) Closing Statement. No later than sixty (60) days after the Closing Date, Buyer shall deliver to Seller a statement (the "***Final Closing Statement***") setting forth Buyer's calculation of: (i) the aggregate amount of all Closing Cash, (ii) the Net Working Capital, (iii) the aggregate amount of all Company Closing Indebtedness, (iv) the aggregate amount of all Transaction Expenses as of immediately prior to the Closing, and (v) based on the foregoing, the Purchase Price, which statement shall also set forth in reasonable detail Buyer's calculation of such amounts. The Final Closing Statement and the determinations and calculations contained therein shall be prepared in accordance with this Agreement, including Section 2.6(f).

(b) Seller Review.

(i) Within thirty (30) days after receipt by Seller of the Final Closing Statement, Seller shall deliver written notice (an "***Objection Notice***") to Buyer of any objections to the determinations and calculations set forth in the Final Closing Statement, which notice shall set forth in reasonable detail the basis for each such dispute and Seller's determination of the disputed determination or calculation, as applicable. If Seller does not deliver an Objection Notice within such thirty (30) day period, then Seller shall be conclusively deemed to have waived any right to object to the Final Closing Statement delivered by Buyer.

(ii) During the thirty (30) day period of Seller's review of the Final Closing Statement (and thereafter pending the final resolution of any Objections in accordance with this Section 2.6), Seller and its advisors will (at Seller's sole cost and expense) have reasonable access during reasonable business hours and under reasonable circumstances to the work papers of the Company and Buyer and to the books and records on which the Final Closing Statement is based (subject to the execution and delivery of customary confidentiality agreements), and Buyer will permit Seller and its advisors to reasonably consult with the accountants of Buyer and the Company and the preparers of the Final Closing Statement, in each case as reasonably requested by Seller in connection with its review of the Final Closing Statement.

(c) Disputed Final Adjustment. If an Objection Notice is timely delivered within the thirty (30) day period referred to in Section 2.6(b)(i), (i) any amount set forth in the Final Closing Statement that is not disputed in such Objection Notice shall be final, conclusive and binding on Buyer and Seller and the other Parties and (ii) Buyer and Seller shall negotiate in good faith during the thirty (30) day period after delivery of such Objection Notice to resolve each dispute raised therein (each, an "***Objection***"), and any such discussions with respect thereto will (unless otherwise agreed by Buyer and Seller) be governed by Rule 408 of the Federal Rules

of Evidence and any applicable similar state rule. If any Objection is resolved by Buyer and Seller, the item so resolved shall be deemed final, conclusive and binding on Buyer and Seller and the other Parties. If Buyer and Seller resolve all of the disputed items in such Objection Notice during such thirty (30) day period, the Final Closing Statement shall be revised to reflect such resolution. If Buyer and Seller are unable to resolve all of the disputed items set forth in the Objection Notice within such thirty (30) day period (or such longer period as Buyer and Seller mutually agree in writing), then Buyer and Seller shall submit all such items which remain in dispute to, and such dispute shall be resolved by, the Independent Accountant. Seller and Buyer each agree to execute, if requested by the Independent Accountant, a reasonable and customary engagement letter. The Independent Accountant shall select one of their partners experienced in purchase price adjustment disputes to make a final determination of the items that are in dispute as set forth in the Objection Notice. In resolving any disputed item, the Independent Accountant shall, and each of Buyer and Seller shall instruct and use commercially reasonable efforts to cause the Independent Accountant to, (i) apply the terms and conditions of this Agreement, including the definitions of Closing Cash, Net Working Capital, Company Closing Indebtedness, Transaction Expenses and the terms of this Section 2.6, (ii) consider only those disputed items and amounts that Buyer and Seller are unable to resolve, (iii) not assign a value to any item greater than the greatest value for such item claimed by Seller or Buyer or less than the least value for such item claimed by Seller or Buyer, in each case as set forth on the Final Closing Statement and the Objection Notice, respectively, (iv) make its determination solely based on one written presentation by Buyer and Seller (which the Independent Accountant shall be instructed to distribute to Buyer and Seller upon receipt of both presentations) and one written response by each of Buyer and Seller (which the Independent Accountant shall be instructed to distribute to Buyer and Seller upon receipt of both such responses), and not by an independent review by the Independent Accountant of other materials, (v) at the Independent Accountant's discretion, hold a one-day conference concerning the dispute, at which conference each of Buyer and Seller shall have the right to have present their respective advisors, counsel and accountants and to present their respective positions with respect to the dispute, (vi) deliver the Independent Accountant's decision in writing not more than forty-five (45) days following submission of such disputed matters or as soon thereafter as practicable, and (vii) provide a written report to Buyer and Seller, if requested by either of them, which written report shall set forth in reasonable detail the basis for the Independent Accountant's final determination. For the avoidance of doubt, there shall be no *ex parte* communications between any Party and the Independent Accountant. Each of Seller and Buyer agree that it shall not engage, or agree to engage, directly or indirectly, the Independent Accountant to perform any services for Seller, Buyer the Company, Founder, TeleQuality Holdings or any of their respective Subsidiaries other than as the Independent Accountant pursuant to this Section 2.6 until the Final Closing Statement has been finally determined pursuant to this Section 2.6. The determination by the Independent Accountant shall be final, conclusive and binding upon the Parties with respect to the items in the Objection Notice submitted to the Independent Accountant for resolution, absent fraud or manifest error. Each of Buyer and Seller shall pay its own costs and expenses in connection with any disagreement as to the items in the Objection Notice submitted to the Independent Accountant for resolution. The fees and expenses of the Independent Accountant will be paid by Seller and Buyer in the same proportion that the aggregate amount of the items unsuccessfully disputed by each (as finally determined by the Independent Accountant) bears to the aggregate amount of the Disputed Items submitted to the Independent Accountant for review and

resolution. Judgment may be entered upon the determination of the Independent Accountant in any court having jurisdiction over the Party against which such determination is to be enforced. The Final Closing Statement shall be revised to reflect such resolution.

(d) Calculation of Final Closing Statement. The Final Closing Statement shall be determined as follows:

(i) If Seller notifies Buyer during the thirty (30) day period referred to in Section 2.6(b)(i) that Seller does not dispute the Final Closing Statement, or if Seller does not deliver an Objection Notice within such thirty (30) day period, then the Closing Cash, Net Working Capital, Company Closing Indebtedness, Transaction Expenses and the Purchase Price, as set forth in the Final Closing Statement delivered by Buyer pursuant to Section 2.6(a), shall become final, conclusive and binding on Buyer and Seller and the other Parties at the time such notice is delivered or upon expiration of such thirty (30) day period, as applicable.

(ii) If an Objection Notice is timely delivered within the thirty (30) day period referred to in Section 2.6(b)(i) and Buyer and Seller resolve each Objection, then the Closing Cash, Net Working Capital, Company Closing Indebtedness and Transaction Expenses and the Purchase Price, as set forth in the Final Closing Statement delivered by Buyer pursuant to Section 2.6(a) and updated to reflect such resolution of each Objection by Buyer and Seller, shall become final, conclusive and binding on Buyer and Seller and the other Parties at the time all of such Objections are resolved by Buyer and Seller.

(iii) If an Objection is submitted to the Independent Accountant for resolution, then the Closing Cash, Net Working Capital, Company Closing Indebtedness and Transaction Expenses and the Purchase Price, as set forth in the Final Closing Statement delivered by Buyer pursuant to Section 2.6(a) and updated to reflect (A) any resolution of Objections by Buyer and Seller pursuant to Section 2.6(c) that are not submitted to the Independent Accountant for resolution and (B) the resolution by the Independent Accountant of all Objections submitted to them for resolution, shall become final, conclusive and binding on Buyer and Seller and the other Parties at the time the Independent Accountant notifies Buyer and Seller of its determination, absent fraud or manifest error.

(e) Payment following Calculation of Final Closing Statement.

(i) If the Purchase Price set forth in the Final Closing Statement exceeds the Purchase Price set forth in the Closing Statement, (A) Buyer shall cause the Company to pay, or cause to be paid, to Seller cash in the amount of such excess within ten (10) Business Days after the Final Closing Statement becomes final, conclusive and binding on Buyer and Seller and the other Parties by wire transfer of immediately available funds to such account as Seller may designate to Buyer reasonably in advance of such payment and (B) within such ten (10) Business Day period, Buyer and Seller shall jointly instruct the Escrow Agent to release the Adjustment Escrow Funds to Seller.

(ii) If the Purchase Price set forth in the Closing Statement exceeds the Purchase Price set forth in the Final Closing Statement, (A) within ten (10) Business Days after the Final Closing Statement becomes final, conclusive and binding on Buyer and Seller and the other Parties, Buyer and Seller shall jointly instruct the Escrow Agent to (I) release to the Company from the Adjustment Escrow Funds such excess amount (the "***Buyer Adjustment Amount***") and (II) release to Seller the remaining portion of the Adjustment Escrow Funds, if any, after giving effect to the payment of the Buyer Adjustment Amount, and (B) if the Buyer Adjustment Amount exceeds the amount of the Adjustment Escrow Funds, at Buyer's sole discretion, (x) Buyer and Seller shall jointly instruct the Escrow Agent to release to the Company an amount equal to such excess from the Indemnity Escrow Funds or (y) Seller shall pay to the Company cash in an amount equal to such excess, by wire transfer of immediately available funds to such account as Buyer may designate to Seller reasonably in advance of such payment.

(f) Accounting Procedures. The Closing Statement, the Final Closing Statement and the determinations and calculations contained therein shall be prepared and calculated using the same accounting principles, practices, classifications, procedures, policies and methods used and applied by the Company in the preparation of the Audited Financial Statements, except that such statements, calculations and determinations (i) shall not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement, (ii) shall be based on facts and circumstances as they exist immediately prior to the Closing and shall exclude the effect of any act, decision or event occurring on or after the Closing, (iii) shall follow the defined terms contained in this Agreement whether or not such terms are consistent with GAAP and (iv) shall calculate any reserves, accruals or other non-cash expense items on a pro rata (as opposed to monthly accrual) basis to account for a Closing that occurs on any date other than the last day of a calendar month. By way of example, the calculation of Net Working Capital as of August 31, 2017 (as if such date were the Closing Date) is set forth on Exhibit C.

(g) Treatment of Payments. Any payments made pursuant to this Section 2.6 shall be treated for all Tax purposes as adjustments to the Purchase Price, unless otherwise required under applicable Law.

2.7 Escrow Account. The Escrow Amount to be deposited with the Escrow Agent pursuant to Section 2.4(a)(iv) shall be held in one or more escrow accounts (the "***Escrow Account***") in accordance with the terms of this Agreement and the Escrow Agreement. The Adjustment Escrow Funds shall be released and paid in accordance with the terms of Section 2.6(e) of this Agreement and the terms of the Escrow Agreement. The Indemnity Escrow Funds shall be released and paid to Seller at the end of the Escrow Period in accordance with the terms of this Agreement and the Escrow Agreement. Each Party agrees that for all Tax purposes: (a) the right of Seller to the Escrow Amount shall be treated as deferred contingent purchase price eligible for installment treatment under Section 453 of the Code and any corresponding provision of foreign, state or local Law, as appropriate, (b) Buyer shall be treated as the owner of the Escrow Account, and all interest and earnings earned from the investment and reinvestment of the Escrow Amount, if any, or any portion thereof, shall be allocable to Buyer pursuant to Section 468B(g) of the Code and Proposed Treasury Regulation Section 1.468B-8(c) with Buyer entitled to receive current tax distributions with respect to such

interest and earnings to the extent provided in the Escrow Agreement, (c) if and to the extent any portion of the Escrow Amount is actually distributed to Seller, interest may be imputed on such amount payable to Seller, as required by Section 483 or 1274 of the Code, and (d) in the event that the total amount of any interest and earnings on the portion of the Escrow Amount that is paid to Seller exceeds the imputed interest, such excess amount shall be treated as interest or other income and not as purchase price. The preceding clause (d) is intended to ensure that the right of Seller to the Escrow Amount and any interest and earnings earned thereon is not treated as a contingent payment without a stated maximum selling price under Section 453 of the Code and the Treasury Regulations promulgated thereunder. No Party shall take any action or filing position inconsistent with the foregoing.

2.8 Tax Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer, the Company, and the Escrow Agent shall each be entitled to deduct and withhold from any payment required to be made hereunder such amounts as Buyer, the Company or the Escrow Agent, as applicable, is required to deduct and withhold with respect to the making of such payment under the Code or any applicable provision of state, local or non-United States Tax law; *provided*, that Buyer shall use reasonable best efforts to give notice to Seller in good faith prior to withholding any amounts (other than with respect to any amounts specifically designated as compensatory payments) payable to Seller or Founder hereunder. To the extent any amounts are so deducted or withheld by Buyer and paid over to the proper Taxing Authority, the Company or the Escrow Agent, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

2.9 California Closing. At the California Closing, (a) Seller shall cause California Holdco to deliver to Buyer the Bill of Sale, duly executed by California Holdco, and (b) Buyer shall deliver, or cause to be delivered, to California Holdco the Bill of Sale, duly executed by Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in an applicable (as determined in accordance with Section 10.8) section of the disclosure schedule delivered by the Company to Buyer on or prior to the execution of this Agreement (the "***Company Disclosure Schedule***"), the Company, TeleQuality Holdings and Seller each hereby represents and warrants to Buyer as follows, in each case, as of the date hereof and as of the Closing Date:

3.1 Incorporation and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Texas and has all required corporate power and corporate authority to own, license, lease or otherwise hold its assets and properties and to carry on its business as it is now being conducted. The Company is qualified to transact business and is in good standing (with respect to jurisdictions that recognize such concept) in each jurisdiction in which the properties owned, licensed, leased or otherwise held by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing has not had, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Buyer

complete and correct copies of the articles of incorporation and bylaws (or other applicable organizational documents) of the Company and its Subsidiary, in each case as in effect as of the date of this Agreement.

3.2 Capitalization.

(a) As of the date hereof and at any time prior to the Reorganization, the authorized capital stock of the Company consists of One Hundred Thousand (100,000) shares of common stock, par value $1.00 per share (the "***Common Stock***"). As of the date of this Agreement and at any time prior to the Reorganization, there are One Thousand (1,000) shares of Common Stock issued and outstanding, being the Shares. After giving effect to the Reorganization and until the Closing, there will be One Thousand (1,000) Units in the Company issued and outstanding, being the Units. As of the date of this Agreement and at any time prior to the Reorganization, all of the issued and outstanding shares of Common Stock are, and after giving effect to the Reorganization and until the Closing all of the issued and outstanding Units will be, duly and validly authorized, issued and fully paid and non-assessable (to the extent such concepts are applicable). None of the Common Stock was, and none of the Units will be, issued in violation of any written or oral Contract to which the Company is a party or by which the Company is bound or in violation of any preemptive or other similar rights.

(b) There are no outstanding options, warrants, Contracts or other rights of any kind (including securities exercisable or exchangeable for or convertible into any such options, warrants or other rights) that obligate the Company to issue, sell or otherwise cause to become outstanding any shares of capital stock or other Equity Interests of the Company. The Company is not subject to any obligation (contingent or otherwise) to redeem, purchase, call or otherwise retire, or to register, any shares of its capital stock or other Equity Interests. As of the date hereof and at any time prior to the Reorganization, the issued and outstanding Common Stock is, and will be, owned of record and beneficially by TeleQuality Holdings, and there are, and until the Reorganization there will not be, any other Equity Interests of the Company issued and outstanding. After giving effect to the Reorganization and, in the case of the Rollover Units, until the Rollover Closing and, in the case of all other Units, until the Closing, the Units will be owned of record and beneficially by Seller, and there will be no other Equity Interests of the Company issued and outstanding. There are no voting trusts, proxies or other written or oral Contracts to which the Company is a party or is bound with respect to the voting or transfer of or that otherwise grants any right of first refusal, preemptive rights, subscription rights or similar rights in respect of any shares of capital stock or other Equity Interests of the Company. No shares of capital stock or other Equity Interests of the Company are subject to Liens, transfer restrictions or other similar arrangements imposed by the Company or by any other Person, and there are no restrictions on transfer of any of the shares of capital stock or other Equity Interests of the Company, in each case except for restrictions on transfer imposed by the applicable securities Laws or any community property rights arising under the Laws of the state of Texas. None of the shares of capital stock or other Equity Interests of the Company are or will be registered or required to be registered under the Exchange Act.

3.3 Ownership Interests in Other Entities. On the date of this Agreement, the Company owns all of the issued and outstanding Equity Interests in Koxlien Aviation LLC, a Texas limited liability company ("***Koxlien Aviation***"). Prior to the Closing, the Company will

transfer all of such Equity Interests to TeleQuality Holdings or TeleQuality Holdings' designee in accordance with Section 6.5. Except as set forth above, the Company does not own, of record or beneficially, directly or indirectly, (a) any shares of capital stock or securities convertible into or exchangeable or exercisable for capital stock of any other corporation or (b) any Equity Interest in any limited or unlimited liability company, partnership or other business enterprise. California Holdco will, from and after its formation until the California Closing, be a wholly-owned Subsidiary of Seller and will not conduct any business other than the California Business, will have no assets other than the California Assets and will have no liabilities or obligations of any nature other than those incidental or related to its formation, the California Business, the California Assets or the transactions contemplated by this Agreement or any Related Agreement.

3.4 Authority; Enforceability. The Company has all required corporate (and, from and after giving effect to the Reorganization, limited liability company) power and authority to enter into this Agreement and any Ancillary Agreement and Related Agreement to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and at the Closing or the Rollover Closing, as applicable, each Ancillary Agreement and Related Agreement to which the Company will be a party will have been, approved by the board of directors of the Company and no other corporate (or limited liability company) proceedings on the part of the Company, the board or directors of the Company or the Company's stockholder (or equityholder) are necessary to authorize the execution and delivery by the Company of this Agreement or any Ancillary Agreement or Related Agreement to which the Company will be a party, the performance by the Company of its obligations hereunder or thereunder or the consummation by the Company of the transactions contemplated hereby or thereby. This Agreement has been, and at the Closing or the Rollover Closing, as applicable, each Ancillary Agreement and Related Agreement to which the Company will be a party shall have been, duly executed and delivered by the Company and, assuming the due authorization, execution and delivery of this Agreement, such Ancillary Agreement or such Related Agreement, as applicable, to which the Company will be a party by each other party hereto, this Agreement constitutes, and when executed and delivered by the Company each such Ancillary Agreement and Related Agreement will constitute, a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Equitable Exceptions.

3.5 Approvals. Except for the filings, notices, approvals and consents and notices set forth in Section 3.5 of the Company Disclosure Schedule, no filing with, notice to, or approval or consent of any Government Entity is required to be obtained or made by the Company or its Subsidiary in connection with or as a result of the execution and delivery by the Company of this Agreement or any Ancillary Agreement or Related Agreement to which it will be a party, the performance by the Company of its obligations hereunder or thereunder or the consummation by the Company of the transactions contemplated hereby or thereby, other than such filings, notices, approvals and consents (a) the absence of which, individually or in the aggregate, is not or would not reasonably be expected to be material to the Company or materially impair the consummation of the transactions contemplated by this Agreement or (b) that would be required to be made or obtained solely as a result of the particular business or activities in which Buyer or its Affiliates is or proposes to be engaged or the particular characteristics of Buyer or its Affiliates.

3.6 Non Contravention. Assuming the filings, notices, approvals and consents set forth in Section 3.5 of the Company Disclosure Schedule are made, given and obtained, as applicable, prior to Closing, the execution and delivery by the Company of this Agreement or any Ancillary Agreement or Related Agreement to which the Company will be a party does not, and the performance by the Company of its obligations hereunder or thereunder and consummation by the Company of the transactions contemplated hereby or thereby will not: (a) violate the organizational documents of the Company or its Subsidiary; (b) result in a violation of any Law applicable to the Company, its Subsidiary or any of their assets or properties other than violations that, individually or in the aggregate, have not had a Company Material Adverse Effect; or (c) except as set forth in Section 3.6 of the Company Disclosure Schedule, constitute a material breach of or result in a material default (or an event which, with or without notice or passage of time or both, would constitute a material default) under, or result in the termination of, or the loss of a material benefit under or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any Lien upon any of the material assets or properties of the Company under any of the terms, conditions or provisions of, any Material Contract.

3.7 Financial Statements. Attached as Section 3.7 of the Company Disclosure Schedule are true, correct and complete copies of (a) the audited consolidated balance sheet of the Company and its Subsidiary as at December 31, 2016 and December 31, 2015, together with the related audited consolidated statements of income, shareholders' equity and cash flows of the Company for the one (1) year periods then ended (the "***Audited Financial Statements***") and (b) the unaudited consolidated balance sheet of the Company and its Subsidiary as at September 30, 2017 and the related consolidated statements of income and cash flows of the Company for the six (6) month period then ended (the "***Interim Financial Statements***," and together with the Audited Financial Statements, the "***Financial Statements***"). The Financial Statements are based upon the books and records of the Company and its Subsidiary. Each of the Financial Statements has been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to the absence of notes. The Financial Statements fairly present in all material respects the consolidated financial condition of the Company as of the respective dates that they were prepared and the consolidated results of the operations of the Company for the periods then ended subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which are not, individually or in the aggregate, material to the Company).

3.8 Absence of Liabilities. Except as disclosed in the Financial Statements or as set forth in Section 3.8 of the Company Disclosure Schedule, neither the Company nor its Subsidiary had as of September 30, 2017, or has incurred between September 30, 2017 and the date of this Agreement, any Liabilities or obligations, except for such Liabilities and obligations that (a) were incurred after September 30, 2017 in the Ordinary Course of Business that, individually and in the aggregate, are not or would not reasonably be expected to be material to the Company, (b) are permitted by this Agreement or (c) have been discharged or paid in full or will have been discharged or paid in full prior to the Closing. The Company is not liable for, or subject to, any material Liability arising out of or related to (i) the Aviation Divestiture or (ii) the Company's Subsidiary. The Company does not have any Liabilities that are not Related to the Business.

3.9 Absence of Changes. Except as set forth in Section 3.9 of the Company Disclosure Schedule, during the period beginning on December 31, 2016 and ending on the date of this Agreement: (a) neither the Company nor its Subsidiary has suffered or experienced any changes, events, circumstances or developments which, individually or in the aggregate, have had a Company Material Adverse Effect, (b) the Company and its Subsidiary have conducted their respective businesses only in the Ordinary Course of Business and (c) there has not occurred:

(i) any amendment of the organizational documents of the Company or its Subsidiary;

(ii) any change by the Company in financial accounting principles, except as required by GAAP or by a change of Law;

(iii) any granting by the Company or its Subsidiary to any current or former director, officer or employee of the Company of any increase in compensation, bonus or fringe or other benefits or any granting of any type of compensation or benefits to any current or former director, officer or employee not previously receiving or entitled to receive such type of compensation or benefit, except for normal increases in cash compensation (including cash bonuses) in the ordinary course of business or as was required under any Benefit Plan in effect as of December 31, 2016;

(iv) any entry by the Company or its Subsidiary into, or any amendments of: (A) any employment, deferred compensation, severance, change of control, termination, indemnification or other agreement with any current or former director, officer or employee of the Company or (B) any agreement with any current or former director, officer or employee of the Company the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Company or its Subsidiary of the nature contemplated by this Agreement;

(v) any adoption of, any amendment to or any termination of any Benefit Plan, except for any amendment required to cause such Benefit Plan to continue to comply with applicable Law;

(vi) any sale, assignment, pledge, lease, license, disposition, transfer or encumbrance of any assets or properties that are material to the Company's business or any subjecting of any such assets or properties to any Lien (other than Permitted Liens), in each case except for in the Ordinary Course of Business;

(vii) any acquisition or agreement to acquire (A) (by merger, consolidation or other business combination or acquisition of stock or assets) any corporation, limited liability company, partnership or other business organization or division thereof or (B) any assets or properties that, individually or in the aggregate, had a purchase price in excess of Two Hundred Thousand Dollars ($200,000) (except for acquisitions of spare parts, office equipment and supplies and of replacements for worn or obsolete items);

(viii) except for borrowings and re-borrowings under the Company's current revolving credit facility, any incurrence or assumption of any indebtedness for borrowed money, any issue or sale of any debt securities or of any calls, options, warrants or other rights to acquire any debt securities of the Company or its Subsidiary, or any guarantee of any debt securities of another Person;

(ix) any loan, advance or capital contribution to, or investment in, any other Person, other than (A) as reflected in the Financial Statements and (B) any investments in the Company's customers in the Ordinary Course of Business (I) related to projects for the provision of broadband services via fiber optic cables or (II) consisting of goods and services provided to such customer, in each case, for which payment shall be made in part or in whole by USAC and other than expense advances to employees in the ordinary course of business; or

(x) any entry into a Contract to do any of the foregoing.

3.10 Material Contracts.

(a) Section 3.10 of the Company Disclosure Schedule lists, under the relevant heading, all Contracts to which the Company is a party or by which the Company is bound and which fall within any of the following categories (and together with the IP Contracts, the Leases and any other Contracts that should be set forth on Section 3.10 of the Company Disclosure Schedule, collectively, the "***Material Contracts***"):

(i) any joint venture, partnership or similar Contract;

(ii) any Contract which requires payments by or to the Company in excess of One Hundred Thousand Dollars ($100,000) during the one (1) year period ending on the first anniversary of the date of this Agreement or under which payments by the Company exceeded One Hundred Thousand Dollars ($100,000) during the one (1) year period ending on the date of this Agreement, in each case other than (A) Contracts with customers or suppliers or (B) those which may be terminated or cancelled by any party thereto on ninety (90) days' or less notice without the payment of any material penalty or other payment obligation;

(iii) any (A) note, bond, indenture, deed of trust, mortgage, hypothecation, loan agreement, credit agreement or guarantee of borrowed money, letter of credit or other Contract creating Indebtedness of the Company (including any documents entered into in connection with any of the items in the preceding clause (A) of the Company or TeleQuality Holdings) or (B) commitments for the borrowing or the lending by the Company of an amount in excess of Fifty Thousand Dollars ($50,000) or providing for the creation of any Lien (other than Permitted Liens) upon any of the assets or properties of the Company;

(iv) any Contract with a Material Supplier;

(v) any Contract with a Material Customer;

(vi) any equity purchase, asset purchase or other acquisition or divestiture Contract entered into within the past six (6) years (except for agreements to acquire or dispose of assets in the Ordinary Course of Business);

(vii) any Contract with respect to a Related Party Arrangement;

(viii) any settlement, conciliation, or similar Contract with (A) any Government Entity or (B) pursuant to which the Company or its Subsidiary will be required after the date of this Agreement to pay consideration in excess of One Hundred Thousand Dollars ($100,000) or be subject to any material non-monetary obligation;

(ix) any Government Contract that provides annual revenues to the Company in excess of One Hundred Thousand Dollars ($100,000);

(x) any Contract under which the Company is the lessee of, or holds or operates, any personal property owned by another Person for which the annual rental exceeds One Hundred Thousand Dollars ($100,000);

(xi) any equityholders agreement, rights agreement or any other Contract relating to or affecting the ownership or voting of the Equity Interests of the Company;

(xii) any Contract obligating the Company to loan any amounts to, or make any investment in, any Person, excluding expense advances to employees of the Company and its Subsidiary in the Ordinary Course of Business;

(xiii) any power of attorney or similar Contract;

(xiv) any Contract for the employment of, or provision of services by, any individual providing for annual base compensation in excess of One Hundred Thousand Dollars ($100,000) or that cannot be terminated without more than thirty (30) days' notice or payment; and

(xv) any Contract (A) imposing any material restrictions on the ability of the Company to engage in any line of business, or otherwise imposing material limitations on the conduct of business by the Company or (B) containing any "most favored nation" or exclusive supply provision or requirement.

(b) The Company has made available to Buyer true, correct and correct copies of all Material Contracts (subject to redaction necessary, based on the advice of outside legal counsel, to comply with confidentiality obligations owed to third parties). For the avoidance of doubt, if the Company has a master services agreement (or equivalent) under which it has issued or received purchase orders, the disclosure under this Section 3.10 is of such master services agreement and not of each individual purchase order on a stand-alone basis (provided that no such purchase orders contain any material terms and conditions deviating from such master services agreement).

(c) Each Material Contract is enforceable against the Company, each other party thereto that is an Affiliate of the Company (including Founder) or Seller and, to the Knowledge of the Company, each other party thereto that is not an Affiliate of the Company (including Founder) or Seller in accordance with the express terms thereof, subject to the Equitable Exceptions. The Company has performed and is performing all material obligations under the Material Contracts and there does not exist under any Material Contract any violation, breach or event of default, on the part of the Company or its Subsidiary or, to the Knowledge of the Company, any other party thereto, except for such violations, breaches or events that, individually or in the aggregate, are not or would not reasonably be likely to be material to the Company.

(d) Since December 31, 2014, (i) the Company has been in material compliance with the requirements of the Government Contracts; (ii) the Company has maintained the qualifications, certifications and approvals necessary to perform the Government Contracts; (iii) the representations and certifications submitted in connection with the Government Contracts and related bids and proposals were accurate when made; (iv) the invoices submitted in connection with the Government Contracts have been accurate in all material respects; (v) the Company does not hold and, to the Company's Knowledge, has not been awarded any Government Contract on the basis of being a small business or having any other preferred bidder status; (vi) no Government Contract includes any most favored nation or other similar pricing obligation, and no Government Contract requires the accumulation, allocating or reporting of the Company's costs of performance; (vii) no Government Contract has been terminated before its expiration or has been the subject of a written notice of claim, request for equitable adjustment, dispute or bid protest; (viii) neither the Company nor or any of its officers directors, principals or managers have been determined by a Governmental Entity as having a conflict of interest, nor been disqualified from participation in a procurement by a Governmental Entity, nor been suspended, debarred, or excluded by a Governmental Entity, nor, to the Knowledge of the Company, been in violation of any applicable Law or administrative or contractual restriction associated with the employment of (or discussions concerning possible employment with) current or former officials or employees of a Governmental Entity in any material respect; and (ix) to the Knowledge of the Company, no request, cure notice, show cause notice, or written notice of investigation, audit involving a Governmental Entity, nor any written assertion of breach, inaccurate certification, misrepresentation, conflict of interest, mischarging, mispricing, improper billing or invoicing, withholding of overpayments, false or reckless claim, false statement, fraud, kickback, violation of Law or other irregularity, misstatement or omission arising under or related to a Government Contract or a related bid proposal.

3.11 Litigation and Claims. Except as set forth in Section 3.11 of the Company Disclosure Schedule, there are no material Proceedings pending or, to the Knowledge of the Company, threatened against the Company or its Subsidiary before any Government Entity. Neither the Company nor its Subsidiary is subject to any Order that (a) prohibits or restricts the consummation of the transactions contemplated hereby, (b) is or would reasonably be expected to be, individually or in the aggregate, material to the Company or (c) restricts or limits in any material respect the operations of the Company.

3.12 Compliance with Laws. Neither the Company nor its Subsidiary is, or since December 31, 2014 has been, in violation of or non-compliance with, nor since December 31,

2014 has the Company or its Subsidiary or, to the Knowledge of the Company, any of their respective Representatives received any written notice of violation of or non-compliance with, any applicable Law (including any Order), except in any such case for violations and instances of non-compliance that are not or would not reasonably be expected to be, individually or in the aggregate, material to the Company.

3.13 Permits. Section 3.13 of the Company Disclosure Schedule sets forth an accurate and complete list of all material permits, licenses, franchises, variances, exemptions, Orders and other governmental authorizations, certificates, consents and approvals necessary or required for the Company to conduct its business as presently being conducted and to own or operate the Company's business or its assets and properties (collectively, the "***Company Permits***"). Each of the Company Permits is in full force and effect in all material respects, and the Company is not in violation of any of the terms, conditions and requirements of the Company Permits, except for such violations that have not had or would not reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

3.14 Environmental Matters.

(a) The Company and its Subsidiary is, and since December 31, 2014 has been, in compliance with all applicable Environmental Laws, except for such noncompliance as has not had or would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company possesses all permits, licenses, registrations, identification numbers, authorizations and approvals required under applicable Environmental Laws for the operation of the Company's business as presently being conducted or otherwise other than those the absence of which have not had or would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Neither the Company nor its Subsidiary has received any written claim, notice or citation concerning any violation or alleged violation of (or Liability or alleged Liability under) any applicable Environmental Law by the Company or its Subsidiary since December 31, 2014 (or earlier to the extent unresolved), other than those violations or alleged violations (or Liabilities or alleged Liabilities) that have not had, or would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) There are no Orders outstanding, or any Proceedings pending or, to the Knowledge of the Company, threatened concerning compliance by the Company or its Subsidiary with (or Liability of the Company or its Subsidiary under) any Environmental Law except for those that has not had or would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(e) There has been no release or disposal of, contamination by, or exposure of any Person to any petroleum or any toxic or hazardous substance, material or waste so as to give rise to any material Liabilities for the Company pursuant to Environmental Laws.

3.15 Taxes.

(a) Except as set forth in Section 3.15(a) of the Company Disclosure Schedule:

(i) the Company and Seller have timely filed (or obtained valid extensions as to) all material Tax Returns that are filed or required to have been filed with respect to the Company or the assets of the Company, and such Tax Returns are true, accurate and complete in all material respects;

(ii) the Company and Seller (with respect to the Company or the assets of the Company) have timely paid all Taxes that are due (whether or not shown on any Tax Return);

(iii) the Company and Seller (with respect to the Company or the assets of the Company) have withheld and timely remitted to the appropriate Tax Authority all Taxes required to have been withheld and remitted in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, member or other Person;

(iv) (A) neither the Company nor Seller (with respect to the Company or the assets of the Company) is a party to any Proceeding by any Tax Authority for assessment or collection of Taxes from the Company or Seller and no Tax Proceedings are pending, (B) the Company and Seller (with respect to the Company or the assets of the Company) have not received notice in writing of any claim by a Tax Authority in a jurisdiction where the Company or Seller does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction or Tax Authority or that Seller (with respect to the Company or the assets of the Company) is or may be subject to taxation by that jurisdiction or Tax Authority, and (C) neither the Company nor Seller (with respect to the Company or the assets of the Company) has waived (or requested to waive) any statute of limitations with respect to, or agreed to any extension of a period for the assessment or collection of, any Tax that is currently in effect;

(v) the Company has not received, nor has Seller (with respect to the Company or the assets of the Company) received, from any Tax Authority any written (A) notice of any proposed adjustment, deficiency, or underpayment of Taxes that has not been fully satisfied by payment or that has not been otherwise withdrawn, (B) request for information relating to Tax matters or (C) notice indicating an intent to open an audit or other review;

(vi) the Company is not and has never been (or filed any election to be) classified as an association taxable as a corporation for federal or state income Tax purposes. The Company has been a validly electing "S-Corporation" within the meaning of Sections 1361 and 1362 of the Code at all times since its formation and will be until such time that it is contributed to Seller pursuant to the Reorganization at which time the Company will become a "qualified subchapter S subsidiary" within the meaning of Code Section 1361(b)(3)(B) of Seller and thereafter will be converted into a limited liability

company which will be disregarded as a separate entity from Seller for U.S. federal income Tax purposes;

(vii) neither the Company nor Seller (with respect to the Company or the assets of the Company) has any potential Tax liability under Code Section 1374 (or any similar provision of state or local income Tax law). The Company has not, in the past five (5) years (A) acquired assets from a corporation in a transaction in which the Company's Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor or (B) acquired the stock of any corporation that is a qualified subchapter S subsidiary. The Company does not own stock in any corporation that is a "qualified subchapter S subsidiary" within the meaning of Code Section 1361(b)(3)(B);

(viii) neither the Buyer nor the Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any of the following: (A) change in method of accounting of the Company for a taxable period ending on or prior to the Closing Date; (B) "closing agreement" as described in Code Section 7121 (or any similar provision of other applicable law) executed by the Company on or prior to the Closing Date; (C) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (D) installment sale or open transaction disposition made, or prepaid amount received or deferred revenue accrued by the Company on or prior to the Closing Date; or (E) election by the Company under Code Section 108(i);

(ix) each agreement, contract, plan, or other arrangement that is a "nonqualified deferred compensation plan" subject to Code Section 409A to which the Company or Seller is a party (collectively, a "***Plan***") complies with and has been maintained in accordance with the requirements of Code Section 409A(a)(2), (3), and (4) and any IRS guidance issued thereunder in all material respects and no amounts under any such Plan is or has been subject to the interest and additional Tax set forth under Code Section 409A(a)(1)(B). Neither the Company nor Seller has any actual or potential obligation to reimburse or otherwise "gross-up" any Person for the interest or additional Tax set forth under Code Section 409A(a)(1)(B) or under Section 4999 of the Code;

(x) the cash receipts and disbursements method of accounting for federal or applicable state or local income Tax purposes has never been used by or with respect to the Company;

(xi) neither the Company nor Seller (with respect to the Company or the assets of the Company) has adopted as a method of accounting, or otherwise accounted for any advance payment or prepaid amount under (A) the "deferral method" of accounting described in Rev. Proc. 2004-34, 2004-22 IRB 991 (or any similar method under any other law) or (B) the method described in Treasury Regulation Section 1.451-5(b)(1)(ii) (or any similar method under any other law);

(xii) there are no Liens for Taxes on any of the assets of the Company other than Permitted Liens;

(xiii) neither the Company nor Seller is a party to or bound by any Tax sharing, indemnification, allocation, or similar agreement with respect to Taxes (other than customary contracts entered into in the Ordinary Course of Business, the principal purpose of which is not related to Taxes);

(xiv) (A) neither Seller nor the Company has been a member of any affiliated, consolidated, combined or unitary group filing a combined, consolidated or unitary Tax Return, other than a group of which Seller is or has been the parent, and (B) neither the Company nor Seller has any Liability for the Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor, by Contract (other than customary contracts entered into in the Ordinary Course of Business, the principal purpose of which is not related to Taxes) or otherwise;

(xv) the Company does not have any assets that are subject to or potentially subject to "anti-churning" under Code Section 197(f)(9) and the Company is not subject to any limitation on its ability to amortize any "Section 197 intangible" as defined by Section 197(d)(1) of the Code;

(xvi) neither the Company nor Seller has distributed the stock of another Person or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by sections 355 or 361 of the Code; and

(xvii) neither the Company nor Seller has participated in a "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b) or any corresponding or similar provision of state, local or non-U.S. Law.

(b) The Company makes no representation or warranty regarding the ability of Buyer or any of its Affiliates (including the Company after the Closing) to utilize any Tax asset or attribute of the Company ("***Tax Attribute***") after the Closing.

3.16 Employees and Employee Benefits.

(a) Section 3.16(a)(i) of the Company Disclosure Schedule sets forth a list of each material Benefit Plan. The term "***Benefit Plan***" means each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), whether or not subject to ERISA, each benefit or compensatory program and arrangement currently maintained, sponsored or contributed to by the Company, for the benefit of any Company Employee or any current or former employee, director, officer, or contractor of the Company or its Subsidiary (in each case in their capacities as such), and each other benefit or compensation agreement, plan, policy or arrangement to which the Company or its Subsidiary is party or with respect to which the Company or its Subsidiary has or would reasonably expect to have any obligation or liability, including on account of an ERISA Affiliate. Except as set forth in Section 3.16(a)(ii) of the Company Disclosure Schedule, (i) each Benefit Plan intended to be qualified under Section 401(a) of the Code has received a favorable

determination letter from the IRS regarding its qualification thereunder or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance, or has time remaining for application to the IRS for a determination of the qualified status of such Benefit Plan for any period for which such Benefit Plan would not otherwise be covered by an IRS determination, and nothing has occurred since the date of such determination, adoption or application that has already affected or that would reasonably be expected to adversely affect the qualified status of such Benefit Plan, (ii) each Benefit Plan has been established, maintained, funded and administered in accordance with its terms and requirements of applicable law in all material respects, (iii) no Benefit Plan is or was subject to Title IV of ERISA or Section 412 of the Code or is a "multiemployer plan," as defined in Section 3(37) of ERISA, and neither the Company nor any ERISA Affiliate has ever sponsored, maintained or contributed to or been required to contribute to any such plan, (iv) no Benefit Plan is a multiple employer plan as described in Section 413(c) of Code or Sections 210, 4063, 4064 or 4066 of ERISA or a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA, (v) no Benefit Plan provides, nor has the Company or its Subsidiary promised to provide, retiree or post-employment health or welfare benefits, other than health continuation coverage required by Section 4980B of the Code for which the covered individual pays the full premium cost; (vi) all contributions or payments (including all employer contributions, employee salary reduction contributions and premium or benefit payments) that are due have been made or paid in all material respects within the time periods prescribed by the terms of each Benefit Plan, ERISA and the Code, and all such contributions or payments that are not yet due have been made, paid or properly accrued; and (vii) there have been no non-exempt "prohibited transactions," as defined in Section 406 of ERISA or Section 4975 of the Code, or breaches of fiduciary duty in connection with a Benefit Plan that, in either case, would reasonably be expected to result in material liability to the Company or its Subsidiary.

(b) With respect to each Benefit Plan, the Company has made available to Buyer (if applicable to such Benefit Plan): (i) all material documents embodying or governing such Benefit Plan, and any funding medium for the Benefit Plan (including, without limitation, trust agreements), (ii) the most recent IRS determination or opinion letter with respect to such Benefit Plan under Code Section 401(a), (iii) the most recently filed IRS Forms 5500 and (iv) the summary plan description (if any) for such Benefit Plan.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (alone or in conjunction with any other event) will (i) result in any payment becoming due to any current or former director, officer, individual consultant or employee of the Company or its Subsidiary, (ii) increase any compensation or benefits otherwise payable under any Benefit Plan or otherwise, (iii) result in the acceleration of the time of payment or vesting or funding of any such compensation benefits or under any Benefit Plan or otherwise.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (alone or in conjunction with any other event) could give rise to the payment of any amount that would not be deductible by the Company, its Subsidiaries or any of its respective Affiliates by reason of Section 280G of the Code or any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment", as defined in Section 280G(b)(1) of the Code.

3.17 Labor.

(a) The Company and its Subsidiary (i) are, and since December 31, 2014 have been, in compliance with all applicable Laws respecting employment, labor and employment practices, including Laws relating to terms and conditions of employment, and wages and hours, and (ii) have not engaged in any unfair labor practices, except, in the case of clauses (i) and (ii), for such instances of non-compliance and practices that were not, are not and would not reasonably be expected to be, individually or in the aggregate, material to the Company. Neither the Company nor its Subsidiary has any material Losses relating to the failure to pay any wages, salaries, wage premiums, commissions, bonuses, fees and other compensation that has come due and payable to current or former Company Employees or other service providers under applicable Law, Contract or Company policy.

(b) There are no material labor- or employment-related Proceedings pending or, to the Knowledge of the Company, threatened against or involving the Company or its Subsidiary.

(c) Neither the Company nor its Subsidiary is a party to or bound by any collective bargaining agreement or similar agreement or bargaining relationship with any union, labor organization, works council, or similar representative covering any Company Employee. No petition for certification or election of any such representative is existing or pending with respect to any Company Employee and no such representative has sought certification or recognition with respect to any current or former Company Employee. There is, and since December 31, 2014 there has been, no labor strike, slowdown, work stoppage or other material labor dispute pending or, to the Knowledge of the Company, threatened against or involving the Company or its Subsidiary. To the Knowledge of the Company, there are no ongoing or threatened union organization activities relating to employees of the Company or its Subsidiary, and no such activities have occurred since December 31, 2014.

3.18 Personal Property; Title to Property. The Company owns and has good title to or, in the case of leased or licensed assets and properties, has valid leasehold interests in or licenses to, and immediately after giving effect to the Reorganization and at the Closing, the Company will own and have good title to, or in the case of leased or licensed assets and properties, will have valid leasehold interests in or licenses to, in each case, (a) all assets (tangible and intangible) and properties, together with any leased and licensed assets and properties, necessary for the Company to conduct its business as presently conducted and (b) all assets (tangible and intangible) and properties, together with any leased and licensed assets and properties, reflected in the Financial Statements or acquired since September 30, 2017, except for (i) assets and properties sold since September 30, 2017 in the Ordinary Course of Business and (ii) following the California Reorganization, the California Assets. From and after the California Reorganization and until the California Closing, California Holdco will own and have good title to the California Assets. All of such assets and properties necessary for the Company to conduct its business as presently conducted are either reflected on the Financial Statements or were acquired since September 30, 2017, except for assets and properties sold since September 30, 2017 in the Ordinary Course of Business. None of such assets and properties owned by the Company and its Subsidiary is subject to any Lien other than any (A) Permitted Liens or (B) Liens set forth in Section 3.18 of the Company Disclosure Schedule. The tangible assets of the

Company (including any structures, fixtures and improvements thereon) are in good operating condition and repair (subject to normal wear and tear consistent with the age of the assets).

3.19 Real Property.

(a) The Company does not own any real property. Section 3.19(a) of the Company Disclosure Schedule sets forth the address of all real property that is leased, subleased or otherwise used or occupied by the Company (the "***Leased Real Property***"). With respect to each Lease: (i) the Company's possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed in any material respect; (ii) the Company has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and (iii) the Company has not collaterally assigned or granted any other security interest in such Lease or any interest therein.

(b) Except as set forth in Section 3.19(b) of the Company Disclosure Schedule, neither the Company nor its Subsidiary has received written notice (or, to the Knowledge of the Company, oral notice) that (i) any improvements owned by the Company situated in whole or in part on any Leased Real Property are not in compliance with all applicable Laws or (ii) that the use of any Leased Real Property for the purposes for which it is presently being used (as set forth in the applicable lease for such Leased Real Property) is not permitted under any applicable zoning Laws, or is subject to a permitted nonconforming use or structure classification.

3.20 Intellectual Property.

(a) Section 3.20(a) of the Company Disclosure Schedule identifies a complete and correct list of all issuances, registrations or applications for issuance or registration of patents, trademarks, trade names, service marks, domain names and copyrights owned by the Company(collectively, the "***Company Registered Intellectual Property***"). The Company is the sole owner of, or has the right to use pursuant to a valid and enforceable license, free and clear of all Liens (other than Permitted Liens), all Intellectual Property used in, or necessary for, the conduct of the business of the Company as now being conducted (collectively, the "***Company Intellectual Property***"). The Company Registered Intellectual Property is valid, subsisting and enforceable, and in full force and effect.

(b) Section 3.20(b) of the Company Disclosure Schedule sets forth a list of all licenses, sublicenses and other agreements or Contracts to which the Company is a party (i) granting any other Person the right to use or any other rights under the Company's Intellectual Property, or (ii) pursuant to which the Company is authorized to use or is granted any other rights under any third party Intellectual Property, other than commercial off-the-shelf software licensed on a non-exclusive basis with annual fees of less than Fifty Thousand Dollars ($50,000) in the aggregate (collectively, the "***IP Contracts***"). Each such license agreement is valid and, subject to the Equitable Exceptions and to the Knowledge of the Company, enforceable and in full force and effect, and the Company is not in default under any such license agreement in any material respect, and to the Knowledge of the Company, no corresponding licensor or licensee is in default thereunder in any material respect.

(c) (i) To the Knowledge of the Company, no Person is infringing or otherwise conflicting with, or since December 31, 2014 infringed or otherwise conflicted with, any Intellectual Property that is owned by the Company in any material respect, and (ii) neither the Company nor the conduct of the Company's business infringes or otherwise conflicts with, or has since December 31, 2014 infringed or otherwise conflicted with, any Intellectual Property of any Person.

(d) The Company is not, and has not since December 31, 2014 been, a party to any Proceeding which (i)(A) involves a claim of infringement, unauthorized use, or other violation of any Intellectual Property used or owned by any Person against the Company, or (B) challenging the ownership, use, validity or enforceability of any Intellectual Property owned or used by the Company, except any such Proceeding that is not or would not reasonably be expected to be, individually or in the aggregate, material to the Company or (ii) involves a claim of infringement, unauthorized use, or other violation of any Intellectual Property owned or used by the Company against any Person, and, in the case of the preceding clauses (i) and (ii), no such claim is threatened in writing.

(e) The Company has taken commercially reasonable actions to protect, maintain and enforce the Company Intellectual Property. Each current and former employee, independent contractor and consultant of the Company who developed or created any material Intellectual Property for the Company and/or has had access to any of the Company's material confidential information has entered into and, to the Knowledge of the Company, complied with, written agreements pursuant to which such Person (i) agrees to protect the material confidential information of the Company and (ii) assigns to the Company all right, title and interest in and to all Intellectual Property created by such Person in the course of his, her or its employment or other engagement with the Company.

(f) The computer systems, including the software, hardware, networks, platforms and related systems, owned, leased or licensed by the Company in the conduct of its business (collectively, the "***Company Systems***") are sufficient for the immediate and reasonably anticipated future needs of the Company (as if the Company continued to operate on a stand-alone basis). Since December 31, 2014, there have been no failures, breakdowns, continued substandard performance or other adverse events affecting any such Company Systems that have caused or would reasonably be expected to result in the material disruption or interruption in or to the use of such Company Systems or the conduct of the Company's business. The Company has taken commercially reasonable steps to protect the integrity and security of the Company Systems and maintains and complies with commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities. The Company has no Knowledge of any security breach, including any unauthorized access or use, with respect to any of the Company Systems or any data stored thereon, or otherwise with respect to any personal or other sensitive information in the Company's possession or under the Company's control.

(g) Except as set forth on Section 3.20(g) of the Company Disclosure Schedule, the Company is neither a "Covered Entity" nor a "Business Associate" as defined in the Health Insurance Portability and Accountability Act of 1996 (including all amendments thereto).

3.21 Insurance. Section 3.21 of the Company Disclosure Schedule lists a complete and correct list of (a) all material insurance policies owned or held by the Company or covering its assets and properties and (b) all material claims currently outstanding thereunder. All of such insurance policies are currently in effect, all premiums due and payable thereon have been paid, and no written notice of cancellation, termination, refusal of coverage, rejection of any covered claim, or material adjustment to premiums has been received by the Company with respect to any such policy.

3.22 Customers and Suppliers.

(a) Section 3.22(a) of the Company Disclosure Schedules sets forth the twenty (20) largest customers (measured by dollar amount of revenue) of the Company for the year ended December 31, 2016 and for the period from January 1, 2017 to June 30, 2017 (the "***Material Customers***") and sets forth the dollar amount of the Company's revenues from each Material Customer for the year ended December 31, 2016 and for the period from January 1, 2017 to June 30, 2017. The Company is not involved in any material dispute with any Material Customer. The Company has not received any written (or, to the Knowledge of the Company, oral) notice from any Material Customer that such Material Customer (i) has ceased, or intends to cease, to purchase or use the products or services previously provided to it by the Company, (ii) has substantially reduced, or intends to substantially reduce, the purchase or use of such products or services from the Company at any time or (iii) intends to otherwise adversely modify its business relationship with the Company in any material respect.

(b) Section 3.22(b) of the Company Disclosure Schedules sets forth the ten (10) largest suppliers and/or vendors (measured by dollar amount of purchases) of the Company for the year ended December 31, 2016 and for the period from January 1, 2017 to June 30, 2017 (the "***Material Suppliers***") and sets forth the dollar amount of the Company's purchases from each such supplier or vendor for the year ended December 31, 2016 and for the period from January 1, 2017 to June 30, 2017. Except as set forth in Section 3.22(b) of the Company Disclosure Schedules, the Company is not involved in any material dispute with any Material Supplier. The Company has not received any written (or, to the Knowledge of the Company, oral) notice from any Material Supplier that such Material Supplier (i) has ceased, or intends to cease, to sell or provide the products or services previously provided by it to the Company on the same terms as previously provided, (ii) has substantially reduced, or intends to substantially reduce, the sale or provision of such products or services to the Company at any time or (iii) intends to otherwise adversely modify its business relationship with the Company in any material respect.

3.23 Accounts Receivable. All accounts receivable of the Company arose from bona fide transactions entered into in the Ordinary Course of Business. No counter-claims, defenses or offsetting claims (other than requests for adjustments in the Ordinary Course of Business) with respect to the accounts receivable of the Company are pending or, to the Knowledge of the Company, threatened.

3.24 Absence of Certain Practices. None of the Company, TeleQuality Holdings, Seller or any officer or director or, to the Knowledge of the Company, any Representative acting on behalf of the Company has, directly or indirectly, made, given or incurred or agreed to make,

give or incur any contribution, payment, gift or entertainment or other expense or similar benefit to any customer, vendor, supplier, governmental employee or other Person who is or may be in a position to help or hinder the business or operations of the Company (or assist the Company in connection with any actual or proposed transaction relating to the business of the Company), (a) that has subjected or would subject the Company to any Liability, damage or penalty in any Proceeding or (b) that in case of a payment made directly or indirectly to an official or employee of any Government Entity, constitutes an illegal bribe or kickback (or if made to an official or employee of a foreign government, is unlawful under the Foreign Corrupt Practices Act of 1977, as amended) or, in the case of a payment made directly or indirectly to a Person other than an official or employee of a government or Government Entity, constitutes an illegal bribe, illegal kickback or other illegal payment under any Law of the United States or under the Law of any other Government Entity that would subject the payor to a criminal penalty or other Liability.

3.25 Transactions with Affiliates. Except as set forth in Section 3.25 of the Company Disclosure Schedule or arising under any employment agreement or Benefit Plan listed on Section 3.16(a) of the Company Disclosure Schedule in existence on the date of this Agreement, (a) there are no transactions or Contracts between the Company, on the one hand, and any Related Person, on the other hand, (b) no Related Person possesses, directly or indirectly, any financial interest in, or is a Representative of, any Person that is a supplier, customer, lessor, lessee or otherwise is a material business relation of the Company and (c) no Related Person owns any material property right, tangible or intangible, that is used by the Company (such transactions or Contracts, together with any transaction described in the immediately subsequent sentence, each a "***Related Party Arrangement***"). Except as set forth in Section 3.25 of the Company Disclosure Schedule and advances of expenses to employees in the Ordinary Course of Business, no such Person is indebted to the Company.

3.26 Brokers and Finders. Except as set forth in Section 3.26 of the Company Disclosure Schedule, no agent, broker, investment banker, financial advisor or other Person is entitled to, or will become entitled to, any brokerage, finder's, financial advisor's or other similar fee or commission from the Company in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company, its Subsidiary, TeleQuality Holdings or Seller.

3.27 Bank Accounts. Section 3.27 of the Company Disclosure Schedule sets forth the names of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains any deposit or checking account, the account numbers of all such accounts and the names of all persons authorized to draw thereon or make withdrawals therefrom.

3.28 Universal Service and Rural Health Care Program Compliance.

(a) The Company is, and since December 31, 2014 has been, in compliance with all applicable communications Laws (as published in guidelines, rules, orders or other written materials available to the public) – including the FCC's rules governing the federal Universal Service Fund and the Rural Health Care Program – regarding: (i) the receipt of funds under the Rural Health Care Program and (ii) the payment of any regulatory fees and contributions to the federal Universal Service Fund or the Rural Health Care Program as

administered by the FCC and/or USAC, except for any such noncompliance that is not or would not be reasonably be expected to be, individually or in the aggregate, material to the Company or its ability to operate its business.

(b) There are no, and since December 31, 2014 have been no pending or, to the Knowledge of the Company, threatened Proceedings, including by the FCC or USAC, in respect of the participation of the Company in the Universal Service Fund or the Rural Health Care Program (other than evaluations for funding requests and invoice disbursements of approved funding that occur in the ordinary course).

3.29 Disclaimer of Other Representations and Warranties.

(a) NONE OF THE COMPANY, ITS SUBSIDIARY, SELLER, TELEQUALITY HOLDINGS, FOUNDER OR THEIR RESPECTIVE REPRESENTATIVES OR DIRECT OR INDIRECT EQUITYHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE COMPANY, ITS SUBSIDIARY, SELLER, TELEQUALITY HOLDINGS, FOUNDER, THE SHARES, THE UNITS OR THE BUSINESS OF THE COMPANY OR ITS SUBSIDIARY, TELEQUALITY HOLDINGS OR SELLER OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (EXCLUDING THE RELATED AGREEMENTS) AND THE ANCILLARY AGREEMENTS, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE ANCILLARY AGREEMENTS, THOSE REPRESENTATIONS AND WARRANTIES BY THE COMPANY, TELEQUALITY HOLDINGS AND SELLER EXPRESSLY SET FORTH IN THIS ARTICLE 3 AND THOSE REPRESENTATIONS AND WARRANTIES BY SELLER, TELEQUALITY HOLDINGS AND FOUNDER EXPRESSLY SET FORTH IN ARTICLE 4. FOR THE AVOIDANCE OF DOUBT, ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT SHALL NOT APPLY IN ANY MANNER TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR ANY OTHER RELATED AGREEMENT, AND NO PARTY WILL HAVE ANY LIABILITY FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT EXCEPT AS SET FORTH IN OR PERMITTED UNDER (BUT SUBJECT TO THE TERMS AND CONDITIONS OF) SUCH RELATED AGREEMENT.

(b) Without limiting the generality of the foregoing, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement (but solely with respect to such Related Agreement), none of the Company, Seller, TeleQuality Holdings, Founder or any other Person (including the Company's Subsidiary or any Representative or equityholder of the Company, its Subsidiary, TeleQuality Holdings or Seller) has made, and shall not be deemed to have made, any express or implied representation or warranty, either written or oral, in the materials relating to the business of the Company made available to Buyer, including due diligence materials, or in any presentation of the business of the Company by management of the Company or others in connection with the transactions contemplated by this Agreement, the Ancillary Agreements and the Related Agreements, and, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement, no statement contained in any of such materials or made in any such presentation shall be deemed a

representation or warranty hereunder or otherwise or deemed to be relied upon by Buyer in executing, delivering and performing this Agreement, the Ancillary Agreements, the Related Agreements and the other transactions contemplated hereby and thereby. It is understood that, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement, any cost estimates, projections or other predictions, any data, any financial information or any memoranda or offering materials or presentations, including but not limited to any offering memorandum or similar materials made available by the Company, TeleQuality Holdings, Seller, Founder or their respective Representatives, are not and shall not be deemed to be or to include representations or warranties of the Company, Seller or TeleQuality Holdings or Founder, and are not and shall not be deemed to be relied upon by Buyer in executing, delivering and performing this Agreement, the Ancillary Agreements, the Related Agreements and the transactions contemplated hereby or thereby.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the disclosure schedule delivered by Seller to Buyer on or prior to the execution of this Agreement (the "***Seller Disclosure Schedule***"), each of Seller, TeleQuality Holdings and, in the case of Sections 4.2, 4.3, 4.4, 4.6 and 4.8, Founder, hereby represents and warrants to Buyer as follows, in each case, as of the date hereof and as of the Closing Date:

4.1 Organization. Each of Seller and TeleQuality Holdings is an entity duly organized or formed (as applicable), validly existing and in good standing under the laws of its jurisdiction of incorporation or formation (as applicable), has all requisite limited liability company or corporate (as applicable) power and authority to own, license, lease or otherwise hold its assets and properties and to carry on its business as it is now being conducted. Each of Seller and TeleQuality Holdings is qualified to transact business and is in good standing (with respect to jurisdictions that recognize such concept) as a foreign limited liability company or corporation (as applicable) in each jurisdiction where the ownership or operation of Seller's or TeleQuality Holdings' assets or the conduct of Seller's or TeleQuality Holdings' business requires such qualification, except for failures to be so qualified or in good standing, as the case may be, that, individually or in the aggregate, would not reasonably be likely to materially impair or delay either Seller's or TeleQuality Holdings' ability to effect the Closing or perform any other obligations of Seller or TeleQuality Holdings under this Agreement. From and after its formation, California Holdco will be an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and have all requisite limited liability company power and authority to own, license, lease or otherwise hold its assets and properties and to carry on the California Business as it is now being conducted. From and after its formation, California Holdco will be qualified to transact business and be in good standing (with respect to jurisdictions that recognize such concept) as a foreign limited liability company in each jurisdiction where the ownership of the California Assets or operation of the California Business requires such qualification, except for failures to be so qualified or in good standing, as the case may be, that, individually or in the aggregate, would not reasonably be likely to materially impair or delay California Holdco's ability to perform any of its obligations under any Related Agreement.

4.2 Authority; Enforceability. Seller, TeleQuality Holdings and Founder each has all required limited liability company, corporate or other power and limited liability company, corporate or other authority and, in the case of Founder, legal capacity to enter into this Agreement and any Ancillary Agreement and Related Agreement to which it or he will be a party, to perform its or his obligations hereunder or thereunder and to consummate the transactions contemplated hereby or thereby. From and after its formation, California Holdco will have all required limited liability company power and authority to enter into any Related Agreement to which it will be a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. This Agreement has been, and at the Closing or the Rollover Closing, as applicable, each Ancillary Agreement and Related Agreement to which Seller, TeleQuality Holdings, California Holdco or Founder will be a party will have been, approved by the manager of Seller (in the case of Seller), the board of directors of TeleQuality Holdings (in the case of TeleQuality Holdings), the manager of California Holdco (in the case of California Holdco) or by other appropriate action (in the case of Founder) and no other limited liability company, corporation or other proceeding on the part of Seller, its manager, TeleQuality Holdings, its board of directors, California Holdco, its manager, or either Seller's, TeleQuality Holdings' or California Holdco's equityholders or Founder are necessary to authorize the execution and delivery by Seller, TeleQuality Holdings or Founder of this Agreement or any Ancillary Agreement or Related Agreement to which it or he will be a party, the performance by Seller, TeleQuality Holdings, California Holdco or Founder of its or his obligations hereunder or thereunder or the consummation by Seller, TeleQuality Holdings, California Holdco and Founder of the transactions contemplated hereby or thereby. This Agreement has been, and each Ancillary Agreement and Related Agreement to which Seller, TeleQuality Holdings, California Holdco or Founder will be a party shall have been, at the time of execution and delivery, duly executed and delivered by Seller, TeleQuality Holdings, California Holdco or Founder, as applicable, and, assuming the due authorization, execution and delivery of this Agreement, such Ancillary Agreement or such Related Agreement, as applicable, by each other party hereto, this Agreement constitutes, and when executed and delivered each such Ancillary Agreement and Related Agreement will constitute, a valid and legally binding agreement of Seller, TeleQuality Holdings, California Holdco and Founder, as applicable, enforceable against Seller, TeleQuality Holdings, California Holdco and Founder, as applicable, in accordance with its terms, subject to the Equitable Exceptions.

4.3 Consents and Approvals. Except for the filings, notices, approvals and consents and notices set forth in Section 3.5 and Section 3.6 of the Company Disclosure Schedule, no filing with, notice to, or approval or consent of any Government Entity or other Person is required to be obtained or made by Seller, TeleQuality Holdings, California Holdco or Founder in connection with or as a result of the execution and delivery by Seller, TeleQuality Holdings, California Holdco or Founder of this Agreement or any Ancillary Agreement or any Related Agreement to which it or he is or will be a party, the performance by Seller, TeleQuality Holdings, California Holdco or Founder of its or his obligations hereunder or thereunder or the consummation by Seller, TeleQuality Holdings, California Holdco or Founder of the transactions contemplated hereby or thereby, other than those the absence of which, individually or in the aggregate, would not reasonably be likely to materially impair or delay Seller's, TeleQuality Holdings', California Holdco or Founder's ability to effect the Closing or perform any other obligations of Seller, TeleQuality Holdings or Founder under this Agreement or any Ancillary Agreement or Related Agreement to which Seller, TeleQuality Holdings, California Holdco or

Founder will be a party or otherwise materially impair the consummation of the transactions contemplated by this Agreement.

4.4 Non-Contravention. The execution, delivery and performance by Seller, TeleQuality Holdings, California Holdco or Founder of this Agreement or any Ancillary Agreement or Related Agreement to which Seller, TeleQuality Holdings, California Holdco or Founder is or will be a party, and the performance by Seller, TeleQuality Holdings, California Holdco or Founder of its or his obligations hereunder or thereunder and consummation by Seller, TeleQuality Holdings, California Holdco or Founder of the transactions contemplated hereby or thereby, do not and will not (i) violate any provision of the organizational documents of Seller, TeleQuality Holdings or California Holdco, (ii) to the Knowledge of Seller, result in the creation of any Lien upon any of the Shares or Units or (iii) assuming the filings, notices, approvals and consents set forth in Section 3.5 and Section 3.6 of the Company Disclosure Schedule are made, given and obtained, as applicable, prior to Closing, conflict with, or result in the breach of, or constitute a default under, any Contract, agreement or arrangement to which Seller, TeleQuality Holdings, California Holdco or Founder is a party or bound or violate any Law to which Seller, TeleQuality Holdings, California Holdco or Founder is subject, other than, in the cases of the preceding clause (iii), conflicts, breaches, defaults, or violations that, individually or in the aggregate, would not reasonably be likely to materially impair or delay Seller's, TeleQuality Holdings', California Holdco's or Founder's ability to effect the Closing or perform any other obligations of Seller, TeleQuality Holdings, California Holdco or Founder under this Agreement or any Ancillary Agreement or Related Agreement to which Seller, TeleQuality Holdings, California Holdco or Founder is or will be a party.

4.5 Title to the Shares and Units. TeleQuality Holdings has as of the date hereof and will have at any time prior to the Reorganization good and valid title to the Shares, free and clear of all Liens other than Liens arising under applicable securities Laws. Seller will, after giving effect to the Reorganization and, in the case of the Rollover Units, until the Rollover Closing, and, in the case of the other Units, until the Closing, have good and valid title to the Units, free and clear of all Liens other than Liens arising under applicable securities laws. Upon delivery by Seller of the Rollover Units and receipt of the Parent LLC Equity Interests by Seller at the Rollover Closing, good and valid title to the Rollover Units will pass to Parent, free and clear of all Liens other than those arising under applicable securities Laws, Liens created by Parent or Liens arising from actions taken or omitted to be taken by Parent independent of the sale, conveyance, transfer and delivery of the Rollover Units under the Rollover Agreement. Upon deliver by Seller of the Units (other than the Rollover Units) at the Closing and satisfaction by Buyer of its payment obligations pursuant to Article 2, good and valid title to the Units will pass to Buyer, free and clear of all Liens other than those arising under applicable securities Laws, Liens created by Buyer or Liens arising from actions taken or omitted to be taken by Buyer independent of the sale, conveyance, transfer and delivery of the Units under this Agreement.

4.6 Litigation. There are no Proceedings pending or, to the Knowledge of Seller, threatened, against Seller, TeleQuality Holdings, California Holdco or Founder that question the validity of this Agreement or any action taken or to be taken by Seller, TeleQuality Holdings, California Holdco or Founder in connection with this Agreement, including the consummation of the transactions provided for in this Agreement. None of Seller, TeleQuality Holdings,

California Holdco or Founder are subject to any Order that prohibits or restricts the consummation of the transactions contemplated hereby.

4.7 Brokers and Finders. There is no investment banker, broker or other finder that has been retained by or is authorized to act on behalf of Seller or TeleQuality Holdings or, following its formation, California Holdco, who might be entitled to any fee or commission from the Company or any of its Subsidiaries in connection with the transactions contemplated hereby.

4.8 Disclaimer of Other Representations and Warranties.

(a) NONE OF THE COMPANY, ITS SUBSIDIARY, SELLER, TELEQUALITY HOLDINGS, FOUNDER OR THEIR RESPECTIVE REPRESENTATIVES OR DIRECT OR INDIRECT EQUITYHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE COMPANY, ITS SUBSIDIARY, SELLER, TELEQUALITY HOLDINGS, FOUNDER, THE SHARES, THE UNITS OR THE BUSINESS OF THE COMPANY OR ITS SUBSIDIARY OR SELLER, TELEQUALITY HOLDINGS, FOUNDER OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (EXCLUDING THE RELATED AGREEMENTS) AND THE ANCILLARY AGREEMENTS, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE ANCILLARY AGREEMENTS, THOSE REPRESENTATIONS AND WARRANTIES BY THE COMPANY, TELEQUALITY HOLDINGS AND SELLER EXPRESSLY SET FORTH IN ARTICLE 3, AND THOSE REPRESENTATIONS AND WARRANTIES BY SELLER, TELEQUALITY HOLDINGS AND FOUNDER EXPRESSLY SET FORTH IN THIS ARTICLE 4. FOR THE AVOIDANCE OF DOUBT, ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT SHALL NOT APPLY IN ANY MANNER TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR ANY OTHER RELATED AGREEMENT, AND NO PARTY WILL HAVE ANY LIABILITY FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT EXCEPT AS SET FORTH IN OR PERMITTED UNDER (BUT SUBJECT TO THE TERMS AND CONDITIONS OF) SUCH RELATED AGREEMENT.

(b) Without limiting the generality of the foregoing, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement (but solely with respect to such Related Agreement), none the Company, Seller, TeleQuality Holdings, Founder or any other Person (including the Company's Subsidiary or any Representative or equityholder of the Company, its Subsidiary, TeleQuality Holdings or Seller) has made, and shall not be deemed to have made, any express or implied representation or warranty, either written or oral, in the materials relating to Seller, TeleQuality Holdings Founder or the Shares or the Units made available to Buyer, including due diligence materials, or in any presentation by management of the Company or others in connection with the transactions contemplated by this Agreement, the Ancillary Agreements and the Related Agreements, and, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement, no statement contained in any of such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by Buyer in executing, delivering and performing this Agreement, the Ancillary Agreements, the Related

Agreements and the other transactions contemplated hereby or thereby. It is understood, except to the extent set forth in Article 3 or Article 4, any Ancillary Agreement or any Related Agreement, that any cost estimates, projections or other predictions, any data, any financial information or any memoranda or offering materials or presentations, including but not limited to any offering memorandum or similar materials made available by the Company, Seller, TeleQuality Holdings, Founder or their respective Representatives, are not and shall not be deemed to be or to include representations or warranties of Seller, TeleQuality Holdings or Founder, and are not and shall not be deemed to be relied upon by Buyer in executing, delivering and performing this Agreement, the Ancillary Agreements, the Related Agreements and the transactions contemplated hereby or thereby.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the disclosure schedule delivered by Buyer to Seller and the Company on or prior to the execution of this Agreement (the "***Buyer Disclosure Schedule***"), Buyer represents and warrants to Seller, TeleQuality Holdings and the Company as follows:

5.1 Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and corporate authority to own, license, lease or otherwise hold its assets and properties and to carry on its business as it is now being conducted. Buyer is qualified to transact business and is in good standing (with respect to jurisdictions that recognize such concept) as a foreign corporation in each jurisdiction where the ownership or operation of Buyer's assets or the conduct of Buyer's business requires such qualification, except for failures to be so qualified or in good standing, as the case may be, that, individually or in the aggregate, would not reasonably be likely to materially impair or delay Buyer's ability to effect the Closing or perform any other obligations of Buyer under this Agreement.

5.2 Authority; Enforceability. Buyer has all required corporate power and corporate authority to enter into this Agreement and any Ancillary Agreement or Related Agreement to which it will be a party, to perform its obligations hereunder or thereunder and to consummate the transactions contemplated hereby or thereby. This Agreement has been, and at the Closing or the Rollover Closing, as applicable, each Ancillary Agreement and each Related Agreement to which Buyer will be a party will have been approved by the board of directors of Buyer and no other corporate proceedings on the part of Buyer, its board of directors or its stockholders are necessary to authorize the execution and delivery by Buyer of this Agreement, any Ancillary Agreement or any Related Agreement to which Buyer will be a party, the performance by Buyer of its obligations hereunder or thereunder or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement has been, and at the Closing or the Rollover Closing, as applicable, each Ancillary Agreement and each Related Agreement to which Buyer will be a party shall have been duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery of this Agreement, such Ancillary Agreement or such Related Agreement, as applicable, by each other party hereto, this Agreement constitutes, and when executed and delivered each such Ancillary Agreement and Related Agreement will constitute, a valid and legally binding agreement of Buyer, enforceable against Buyer in accordance with its terms, subject to the Equitable Exceptions.

5.3 Consents and Approvals. Except for the filings, notices, approvals and consents and notices set forth in Section 5.3 of the Buyer Disclosure Schedule, no filing with, notice to, or approval or consent of any Government Entity or other Person is required to be obtained or made by Buyer in connection with or as a result of the execution and delivery by Buyer of this Agreement or any Ancillary Agreement or Related Agreement to which it will be a party, the performance by Buyer of its obligations hereunder or thereunder or the consummation by Buyer of the transactions contemplated hereby or thereby, other than those the absence of which, individually or in the aggregate, would not reasonably be likely to materially impair or delay Buyer's ability to effect the Closing or perform any other obligations of Buyer under this Agreement or any Ancillary Agreement or any Related Agreement to which Buyer will be a party or otherwise materially impair the consummation of the transactions contemplated by this Agreement.

5.4 Non-Contravention. The execution, delivery and performance by Buyer of this Agreement and any Ancillary Agreement or Related Agreement to which Buyer will be a party, and the consummation by Buyer of the transactions contemplated hereby or thereby, do not and will not (i) violate any provision of the organizational documents of Buyer or (ii) assuming the filings, notices, approvals and consents set forth in Section 5.3 of the Buyer Disclosure Schedule are made, given and obtained, as applicable, prior to Closing, conflict with, or result in the breach of, or constitute a default under, any contract, agreement or arrangement to which Buyer is a party or bound or violate any Law to which Buyer is subject, other than, in the cases of the preceding clause (ii), conflicts, breaches, defaults, or violations that, individually or in the aggregate, would not reasonably be likely to materially impair or delay Buyer's ability to effect the Closing or perform any other obligations of Buyer under this Agreement, any Ancillary Agreement or any Related Agreement to which Buyer will be a party.

5.5 Litigation. There are no Proceedings pending or, to the Knowledge of Buyer, threatened, against Buyer or any of its Affiliates that question the validity of this Agreement or any action taken or to be taken by Buyer in connection with this Agreement, including the consummation of the transactions provided for in this Agreement. Neither Buyer nor any of its Affiliates is subject to any Order that prohibits or restricts the consummation of the transactions contemplated hereby.

5.6 Financial Capacity. As of the date hereof, Buyer has delivered to the Company a copy of the executed debt commitment letter, from the lenders identified therein (the "***Debt Financing Sources***"), together with all contracts, fee letters, engagement letters and other arrangements associated therewith; *provided*, that provisions in the fee or engagement letters relating solely to fees and economic terms (other than covenants) agreed to by the parties thereto may be redacted (none of which redacted provisions adversely affect the availability of, or impose additional conditions on, the availability of the Debt Financing (as defined below) at the Closing (such commitment letter(s) and related term sheets, including all Exhibits, schedules and annexes, and each such fee letter and engagement letter, collectively, the "***Debt Commitment Letter***") providing for such lenders' commitment to provide to Buyer at the Closing immediately available funds subject to the terms and conditions therein (as such terms and conditions may be amended, modified, supplanted, replaced or extended in accordance with the terms thereof, (the "***Debt Financing***")) that, subject to the satisfaction of the conditions set forth therein and assuming (i) the accuracy of the representation and warranty contained in Section 3.9(a), (ii) the

financing is funded in accordance with the Debt Commitment Letter and (iii) the satisfaction of all conditions to Closing set forth in Article 7, together with any other capital available to Buyer, will, upon receipt thereof, be sufficient to pay the amounts required to be paid by Buyer pursuant to Section 2.4 at the Closing (including, without limitation, the Company Closing Indebtedness to be repaid, redeemed or refinanced at the Closing pursuant to Section 2.4(a)(ii)) and pay all related fees and expenses of Buyer. As of the date hereof, the Debt Commitment Letter has not been amended, modified, terminated or withdrawn and is in full force and effect and constitutes the legal, valid and binding obligations of the Buyer and, to the knowledge of the Buyer, each other party thereto, subject to the Equitable Exceptions, and no provision thereof has been waived, except to the extent permitted by this Agreement, no such amendment, restatement, supplement, modification or waiver is contemplated or pending, the commitment contained in the Debt Commitment Letter has not been withdrawn, terminated or rescinded in any respect, and no such withdrawal, termination or rescission is contemplated. The Debt Commitment Letter is not subject to any conditions precedent or other contingencies (including pursuant to any "flex" provisions in the related fee letter or otherwise) other than as set forth therein and, as of the date hereof, is in full force and effect and is the legal, valid, binding and enforceable obligations of Buyer and each of the other parties thereto, subject to the Equitable Exceptions. All commitments and other fees required to be paid by Buyer under the Debt Commitment Letter prior to the date hereof have been paid in full. As of the date hereof, there are no side letters or other contracts, agreements or arrangements related to the Debt Financing other than as expressly set forth in the Debt Commitment Letter furnished to the Company pursuant to this Section 5.6. Assuming the conditions set forth in Sections 7.1 and 7.2 are satisfied at Closing, as of the date hereof, to the Knowledge of Buyer, there is no reason to believe that any of the conditions to the Debt Financing will not be satisfied or the full amount of the Debt Financing will not be available to Buyer on the Closing Date, and, to the Knowledge of Buyer, there exists no fact or event as of the date hereof that would be expected to cause any conditions to the Debt Financing not to be satisfied or the full amount of the Debt Financing to not be available.

5.7 Solvency. Immediately after the Closing, assuming the accuracy in all material respects of the representations and warranties contained in Article 3 and Article 4, Buyer shall (a) be able to pay its debts as they become due, (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) and (c) have adequate capital to carry on its business.

5.8 Investment Representations. Buyer hereby acknowledges that the Shares have not been, and the Units will not be, registered under the Securities Act of 1933, as amended, or registered or qualified for sale under any state securities laws, and cannot be resold without registration thereunder or exemption therefrom. Buyer is purchasing the Units for investment purposes and has no intent to distribute or make a public offering of such Units in violation of applicable Law. Buyer is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

5.9 Brokers and Finders. No agent, broker, investment banker, financial advisor or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission for which the Company, TeleQuality Holdings, Seller or Founder could become

liable in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5.10 Investigation; Reliance. Buyer is an informed and sophisticated Person, and has engaged expert advisors experienced in the evaluation and acquisition of companies such as the Company as contemplated hereunder. Buyer has conducted its own independent investigation and analysis of the Company, its business, assets, properties and operations and of Seller, TeleQuality Holdings, the Shares and the Units and acknowledges that Buyer and its Representatives have been provided access to the assets, properties, books, Contracts, commitments, records (including Tax Returns and records, but excluding any personnel information or other information protected by applicable privacy Laws) and personnel of the Company for this purpose to the extent Buyer has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. In entering into this Agreement and in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied upon its own investigation and analysis, the representations and warranties expressly set forth in the Ancillary Agreements and the Related Agreements and the representations and warranties of the Company, TeleQuality Holdings and Seller expressly set forth in Article 3 and of Seller, TeleQuality Holdings and Founder expressly set forth in Article 4), and Buyer is not relying and have not relied on any other representations or warranties, express or implied. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that except for the representations and warranties expressly set forth in the Ancillary Agreements and the Related Agreements and the representations and warranties of the Company, TeleQuality Holdings and Seller expressly set forth in Article 3 and of Seller, TeleQuality Holdings and Founder set forth in Article 4, none of the Company, its Subsidiary, Seller, TeleQuality Holdings, Founder or their respective Representatives or equityholders makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the books, Contracts, commitments, records, materials or information provided or made available to Buyer or Buyer's Representatives, including with respect to any projections, estimates or budgets concerning any future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or its Subsidiary. Buyer acknowledges and agrees that no Person (other than the Company, TeleQuality Holdings, Seller and/or Founder) has been authorized by the Company, TeleQuality Holdings, Seller or Founder to make any representation of warranty regarding or relating to the Company, its Subsidiary, TeleQuality Holdings, Seller, Founder, the Shares, the Units, their respective businesses or otherwise in connection with the transactions contemplated by this Agreement, the Ancillary Agreements and the Related Agreements and, if made, any such representation or warranty may not be relied upon as having been authorized by the Company, Seller, TeleQuality Holdings or Founder.

5.11 Disclaimer of Other Representations and Warranties.

(a) NONE OF BUYER, PARENT OR THEIR RESPECTIVE REPRESENTATIVES OR DIRECT OR INDIRECT EQUITYHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO BUYER, PARENT, THEIR RESPECTIVE AFFILIATES OR ITS OR THEIR

RESPECTIVE REPRESENTATIVES OR EQUITYHOLDERS OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (EXCLUDING THE RELATED AGREEMENTS) AND THE ANCILLARY AGREEMENTS, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE ANCILLARY AGREEMENTS AND THOSE REPRESENTATIONS AND WARRANTIES BY BUYER EXPRESSLY SET FORTH IN THIS ARTICLE 5. FOR THE AVOIDANCE OF DOUBT, ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT SHALL NOT APPLY IN ANY MANNER TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR ANY OTHER RELATED AGREEMENT, AND NO PARTY WILL HAVE ANY LIABILITY FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY RELATED AGREEMENT EXCEPT AS SET FORTH IN OR PERMITTED UNDER (BUT SUBJECT TO THE TERMS AND CONDITIONS OF) SUCH RELATED AGREEMENT.

(b) Without limiting the generality of the foregoing, none of Buyer or any other Person (including any Affiliate, Representative or direct or indirect equityholder of Buyer) has made, and shall not be deemed to have made, any express or implied representation or warranty, either written or oral, in the materials relating to Buyer or its Affiliates made available to the Company, TeleQuality Holdings, Seller, Founder or any of their respective Representatives in connection with the transactions contemplated by this Agreement, the Ancillary Agreements and the Related Agreements (but solely with respect to such Related Agreement), and no statement contained in any of such materials shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by the Company, Founder, TeleQuality Holdings or Seller or any other Person in executing, delivering and performing this Agreement, the Ancillary Agreements, the Related Agreements and the other transactions contemplated hereby and thereby.

ARTICLE 6
COVENANTS

6.1 Pre-Closing Conduct.

(a) During the period from the date of this Agreement and continuing until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall and, where applicable, shall cause its Subsidiary to, conduct the business of the Company only in the Ordinary Course of Business and use its commercially reasonable efforts to preserve intact the Company's present business organization, assets, properties and goodwill and the Company's relationship with its key customers, key suppliers, key employees and other Persons having material business dealings with the Company, in each case (i) unless Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned), (ii) except to the extent, based on the advice of outside legal counsel, required by Law (it being understood and agreed that prior to taking any action pursuant to this proviso, the Company shall give Buyer prior written notice thereof, which notice shall include a summary of the reasons that such action is required by applicable Law), (iii) disclosed in Section 6.1 of the Company Disclosure Schedule or (iv) except as otherwise expressly required or permitted by this Agreement.

(b) During the period from the date of this Agreement and continuing until the earlier of the Closing or the termination of this Agreement in accordance with its terms, except in the Ordinary Course of Business, each of Seller, TeleQuality Holdings and the Company shall not (and shall cause the Company's Subsidiary not to) in each case (i) unless Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned in the case of clauses (G), (K), (L), (N) and (O)), (ii) except to the extent, based on the advice of outside legal counsel, required by Law (it being understood and agreed that prior to taking any action pursuant to this proviso, Seller or the Company shall give Buyer prior written notice thereof, which notice shall include a summary of the reasons that such action is required by applicable Law), (iii) disclosed in Section 6.1 of the Company Disclosure Schedule or (iv) except as otherwise expressly required or permitted by this Agreement:

(A) amend its organizational documents or incorporate, create or form any Subsidiary;

(B) split, combine, subdivide or reclassify any shares of its capital stock or other Equity Interests;

(C) issue, redeem, purchase or sell, or agree to issue, redeem, purchase or sell, or otherwise directly or indirectly dispose of, any shares of, or securities convertible or exchangeable for, or any options, warrants or rights of any kind to acquire any shares of, capital stock or other Equity Interests of any class of the Company;

(D) adopt a plan of complete or partial liquidation or authorize or undertake a dissolution, consolidation, restructuring, recapitalization or other reorganization;

(E) sell, assign, lease, license, transfer or dispose of any material assets;

(F) incur, create or assume any Lien (other than a Permitted Lien) on any of its material assets;

(G) enter into, terminate, renew or materially modify in a manner adverse to the Company's business, any Material Contract (or any Contract that would be a Material Contract if such Contract were in effect as of the date hereof);

(H) make, change or rescind any material Tax election, file any amended Tax Return, enter into any closing agreement, settle or compromise any Tax liability, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, incur any liability for Taxes outside the Ordinary Course of Business, fail to pay any Tax that becomes due and payable (including any estimated Tax payments), change or adopt any Tax accounting method, or prepare or file any Tax Return in a manner inconsistent with past practice;

(I) acquire or agree to acquire (I) (by merger, consolidation or other business combination or acquisition of stock or assets) any corporation, partnership or other business organization or division or material portion thereof, whether in a single transaction or a series of related transactions or (II) any assets or properties that, individually, have a purchase price in excess of One Hundred Thousand Dollars ($100,000) or, in the aggregate, have a purchase price in excess of Five Hundred Thousand Dollars ($500,000) (except for acquisitions of inventory, spare parts, office equipment and supplies and of replacements for worn or obsolete items in the Ordinary Course of Business);

(J) make any loans, advances or capital contributions to, or investments in, any other Person (including the entry into any joint venture, partnership or similar arrangement) other than any investments in the Company's customers in the Ordinary Course of Business (i) related to projects for the provision of broadband services via fiber optic cables or (ii) consisting of goods and services provided to such customer, in each case, for which payment shall be made in part or in whole by USAC;

(K) pay, discharge, settle or compromise any Proceeding pending or threatened against the Company that results in (I) the Company, TeleQuality Holdings or Seller being enjoined in any respect material to the transactions contemplated by this Agreement or material to the conduct of the Company's business, (II) the Company having an obligation to pay to any Person individually in excess of One Hundred Thousand Dollars ($100,000), (III) a Company Material Adverse Effect or (IV) any material non-monetary continuing obligations of the Company (for the avoidance of doubt, other than customary obligations of confidentiality or non-disparagement);

(L) (I) grant any current or former director, officer, individual service provider or employee of the Company any increase in compensation, bonus or fringe or other benefits or grant any type of compensation or benefits to any current or former director, officer, individual service provider or employee of the Company not previously receiving or entitled to receive such type of compensation or benefit, except for normal increases in cash compensation (including cash bonuses) as required under any Benefit Plan in effect as of the date of this Agreement and that is listed on Section 3.16(a) of the Company Disclosure Schedule, (II) enter into or amend any employment, deferred compensation, consulting, severance, change of control, termination, indemnification or other agreement or Contract with or involving any current or former director, officer, individual service provider or employee of the Company, (III) establish, adopt, amend or terminate any Benefit Plan, except for any amendment required to cause such Benefit Plan to continue to comply with applicable Law or (IV) take any action accelerate the vesting payment or funding of compensation or benefits under any Benefit Plan or otherwise;

(M) change the accounting principles of the Company, except as may be required by applicable Law or GAAP;

(N) incur, assume or guarantee any material Indebtedness other than draw-downs on the Company's existing credit facility in the Ordinary Course of Business;

(O) incur capital expenditures (including in connection with any Contracts or arrangements related to the installation or construction of fiber optic network cables or with respect to any non-recurring costs or charges) in excess of One Million Five Hundred Thousand Dollars ($1,500,000), in the aggregate, Related to the Business;

(P) enter into any new material line of business or change its operating policies in any material respect (including its books and records or accounting methods or collection, payment, cash management or working capital policies);

(Q) enter into any Related Party Arrangement;

(R) cancel or forgive any debts owed to or claims of the Company or otherwise Related to the Business;

(S) take (or fail to take) any action that has or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect;

(T) declare or pay any dividends or distributions on any Equity Interests that are not (I) fully paid prior to the Closing or (II) set forth on Schedule 6.1; or

(U) agree, in writing or otherwise, to take any of the actions listed in the preceding clauses (A) through (T).

(c) During the period from the date of this Agreement and continuing until the earlier of the Closing or the termination of this Agreement in accordance with its terms, except for the contribution of the Rollover Units to Parent on the terms and subject to the conditions in the Rollover Agreement and the Aviation Divestiture, neither TeleQuality Holdings nor Seller shall sell, assign or transfer any of the Shares, the Units or any of the other Equity Interests held (directly or indirectly) by it in any other Person or voluntarily subject any of the Shares, the Units or such Equity Interests to any Lien (other than Liens in favor of Buyer or arising under applicable securities Laws), in each case unless Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned).

6.2 Control of Operations. Nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of the Company prior to the Closing. Prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over the Company's operations.

6.3 Regulatory Approvals and Third Party Consents.

(a) During the period from the date of this Agreement and continuing until the earlier of the Closing or the termination of this Agreement in accordance with its terms, subject to the terms and conditions of this Agreement, Seller, TeleQuality Holdings, the Company and Buyer shall (i) cooperate and use their respective reasonable best efforts to obtain the Required Governmental Approvals, the consents referred to in Section 6.3 of the Company Disclosure Schedule and the consents referred to in Section 7.3 of the Buyer Disclosure Schedule and (ii) otherwise act in good faith in connection with the performance of their obligations under this Agreement; *provided, however*, that, in the case of the consents set forth on Section 6.3 of the Company Disclosure Schedule, none of Seller, the Company or Buyer shall be required to make any payments to any third party to secure any such consent (other than applicable filing fees with respect to Governmental Consents or, in the case of the Company or Seller, amounts set forth in the applicable Contracts to which such consent relates) and shall not be required to modify any such Contract to which the consent may relate in any material respect, and the Company, TeleQuality Holdings and Seller shall not, directly or indirectly, take any of the foregoing actions without Buyer's prior written consent.

(b) Without limiting the generality of Section 6.3(a), with respect to each of the Required Governmental Approvals other than approval under the HSR Act (which is the subject of Section 6.4(c)) and the California Required Approvals (which are the subject of Section 6.3(d)), as soon as practicable but in any event within five (5) Business Days after the execution and delivery of this Agreement, Buyer shall, at its sole cost and expense, make all filings and submissions necessary to seek such Required Governmental Approvals, and shall thereafter diligently and promptly, and within the applicable time frames, if any, respond to any and all Government Entity requests for additional information in connection therewith. The Company shall reasonably cooperate with Buyer to obtain such Required Governmental Approvals. Buyer shall keep the Company and its counsel reasonably apprised of all material communications in connection with such Required Governmental Approvals, and shall, to the extent not prohibited by applicable Law or Order, promptly provide the Company with copies of all material written correspondence related thereto. Buyer shall notify the Company in writing within two (2) Business Days after any of such Required Governmental Approvals has been obtained.

(c) Without limiting the generality of Section 6.3(a), each of Buyer, Seller, TeleQuality Holdings and the Company undertakes and agrees to file (or cause to be filed by its "ultimate parent entity") as soon as practicable, and in any event within ten (10) Business Days, after the date of this Agreement, a Notification and Report Form under the HSR Act with the United States Federal Trade Commission and the United States Department of Justice, Antitrust Division and all other filings required under applicable antitrust or competition Laws. Each of Buyer, Seller, TeleQuality Holdings and the Company shall (i) respond as promptly as practicable to any inquiries received from the United States Federal Trade Commission and the United States Department of Justice, Antitrust Division or other applicable Governmental Entities for additional information or documentation and to all inquiries and requests received from any State Attorney General or other Government Entity with competent jurisdiction in connection with antitrust or competition matters, (ii) use its reasonable best efforts to avoid any extension of the waiting period under the HSR Act and other applicable antitrust or competition

Laws and (iii) refrain from, and cause its Affiliates to refrain from, entering into any agreement with any Government Entity regarding the consummation of the transactions contemplated by this Agreement, except with the prior written consent of the other Parties. Such Notification and Report Form and any such supplemental information shall be in substantial compliance with the requirements of the HSR Act.

(d) Without limiting the generality of Section 6.3(a), the Buyer, Seller, TeleQuality Holdings and the Company undertake and agree to (i) as soon as practicable, and in any event within five (5) Business Days after the execution and delivery of this Agreement, make all filings and submissions necessary to file and seek (as applicable) the notices, consents and approvals set forth on Section 6.4(d)(i) of the Company Disclosure Schedule (the "***California Assets Transfer Approval***") and (ii) as soon as practicable, and in any event within two (2) Business Days, after the date that the California Reorganization has been consummated, file and seek (as applicable) the notices, consents and approvals set forth on Section 6.4(d)(ii) of the Company Disclosure Schedule (the "***California Closing Approval***"), and, in each case, shall thereafter diligently and promptly, and within the applicable time frames, if any, respond to any and all Government Entity requests for additional information in connection therewith. Each of Buyer, Seller, TeleQuality Holdings and the Company shall reasonably cooperate with one another to obtain the California Required Governmental Approvals, and each shall (A) keep one another and their respective counsel reasonably apprised of all material communications in connection with such California Required Governmental Approvals, (B) to the extent not prohibited by applicable Law or Order, promptly provide one another with copies of all material written correspondence related thereto and (C) notify one another in writing promptly (and in any event within 24 hours) after any such California Required Governmental Approvals has been obtained.

(e) Subject to applicable Laws relating to the exchange of information, Buyer, the Company, TeleQuality Holdings and Seller shall reasonably cooperate with each other and furnish to each other all information necessary or desirable in connection with obtaining any approvals, consents, waivers or authorizations from any Government Entities or other Persons or making any filings with any Government Entities required in order to consummate the transactions contemplated by this Agreement, and in connection with resolving any investigation or other inquiry by any Government Entity under any Laws with respect to the transactions contemplated by this Agreement. Except to the extent prohibited by applicable Law or Order, each of the Parties shall promptly inform each other Party of any material communication with, and any proposed understanding, undertaking or agreement with, any Government Entity regarding any such approvals, consents, waivers, authorizations or filings. To the fullest extent reasonably practicable and to the extent not prohibited by applicable Law or Order, none of Seller, TeleQuality Holdings, the Company or Buyer or any of their respective Representatives shall participate in any meeting with any Government Entity in respect of any such approvals, consents, waivers, authorizations or filings, investigation or other inquiry without giving each other Party prior notice of the meeting and the opportunity to attend such meeting. To the extent permitted by applicable Law and not otherwise prohibited by applicable Order, the Parties will reasonably consult and cooperate with one another in connection with any filings, notifications, requests for approvals or authorizations or consents or waivers, analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party to a Government Entity in connection with the transactions contemplated by

this Agreement (including, without limitation, by providing copies of all such documents to the other Parties and their advisors prior to submission of such document and, if requested, giving due consideration to all reasonable additions, deletions or changes suggested in connection therewith). The Parties acknowledge and agree that Buyer's obligations, covenants and agreements under this Section 6.3 are Buyer's sole and exclusive obligations, covenants and agreements with respect to obtaining any Required Governmental Approvals, notwithstanding any general obligations, covenants or agreements set forth in this Agreement.

6.4 Tax Matters.

(a) Notwithstanding anything herein to the contrary, Buyer shall pay, when due, all transfer, documentary, sales, use, stamp, registration and other similar Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement and shall, at its own expense, file all necessary Tax Returns and other documentation with respect to such Taxes, fees and charges.

(b) Any and all Tax sharing agreements or other similar agreements (whether written or not) with respect to or involving the Company shall be terminated as of the Closing Date. After the Closing Date, the Company shall not be bound thereby or have any liability thereunder.

(c) Seller shall prepare all income Tax Returns of Seller and the Company for all taxable periods ending on or before the Closing Date that are filed after the Closing Date (all such Tax Returns, the "***Seller Prepared Returns***"). Seller Prepared Returns shall be prepared in a manner consistent with the past practice of Seller and the Company (including for this purpose, the past practice of any successor entities), except as otherwise required by applicable law. Seller shall provide, or cause to be provided, Buyer drafts of the Seller Prepared Returns for Buyer's review and comment at least thirty (30) days prior to the deadline for filing of such Tax Returns (after giving effect to extensions) and Seller shall make all changes to such Seller Prepared Returns reasonably requested in writing by Buyer; *provided* that Buyer provides such comments to Seller at least ten (10) days prior to the deadline for filing such Seller Prepared Returns (after giving effect to extensions). In the event that Buyer and Seller are unable to resolve any such disagreement within 10 days (or such longer period as they mutually agree), Buyer and Seller shall refer such disagreement to the Independent Accountant pursuant to Section 2.6(c). To the extent that any amount of Taxes of Seller or the Company with respect to a Pre-Closing Tax Period shown on such Seller Prepared Return are not included in determining Indebtedness or Net Working Capital, as finally determined, then such Taxes shall be the obligation of Seller. Buyer shall timely file or cause to be timely filed all such Seller Prepared Returns and nothing herein shall prevent Buyer from timely filing such Seller Prepared Returns. If a draft Seller Prepared Return is subject to an ongoing dispute under this Section 6.4(c) at the time it is required to be filed, then such Seller Prepared Return shall be filed in a manner as proposed by Seller, with an amended Tax Return reflecting the resolution by the Independent Accountant to be filed following such Independent Accountant's resolution of the dispute, to the extent necessary. The determination of such Independent Accountant shall be binding on the Parties. The costs of such accounting firm shall be borne by Buyer, on the one hand, and Seller, on the other hand, based upon the percentage which the portion of the contested amount not

awarded to each party bears to the amount actually contested by such Party, as determined by such accounting firm. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any such dispute shall be borne by the Party incurring such cost and expense.

(d) Buyer shall prepare or cause to be prepared any Tax Returns of the Company for all Straddle Periods and any non-income Tax Returns of the Company for all Pre-Closing Tax Periods that are filed after the Closing Date (all such Tax Returns, the "***Buyer Prepared Returns***"). Such Buyer Prepared Returns shall be prepared in a manner consistent with the past practice of the Company, except as otherwise required by applicable law. Buyer shall provide drafts of such Buyer Prepared Returns to Seller for Seller's review and comment at least thirty (30) days prior to the due date for filing such Buyer Prepared Returns (after giving effect to extensions) that are income Tax Returns and as soon as reasonably practicable for non-income Tax Returns. Buyer shall make all changes to such Buyer Prepared Returns reasonably requested in writing by Seller; *provided* that Seller provide such comments to Buyer at least ten (10) days prior to the deadline for filing such Buyer Prepared Returns (after giving effect to extensions) that are income Tax Returns and at least two (2) days prior to the deadline for filing such Buyer Prepared Returns (after giving effect to extensions) that are non-income Tax Returns. In the event that Buyer and Seller are unable to resolve any such disagreement within 10 days (or such longer period as they mutually agree), Buyer and Seller shall refer such disagreement to the Independent Accountant pursuant to Section 2.6(c). To the extent that any amount of Taxes of Seller or the Company with respect to a Pre-Closing Tax Period shown on such Buyer Prepared Return are not included in determining Indebtedness or Net Working Capital, as finally determined, then such Taxes shall be the obligation of Seller. Buyer shall timely file or cause to be timely filed all such Buyer Prepared Returns and nothing herein shall prevent Buyer from timely filing such Buyer Prepared Returns. If a draft Buyer Prepared Return is subject to an ongoing dispute under this Section 6.4(d) at the time it is required to be filed, then such Buyer Prepared Return shall be filed in a manner as proposed by Buyer, with an amended Tax Return reflecting the resolution by the Independent Accountant to be filed following such Independent Accountant's resolution of the dispute, to the extent necessary. The determination of such Independent Accountant shall be binding on the Parties. The costs of such accounting firm shall be borne by Buyer, on the one hand, and Seller, on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such Party, as determined by such accounting firm. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any such dispute shall be borne by the Party incurring such cost and expense.

(e) Seller shall have the right to control at its sole cost and expense, and Buyer shall have the right to participate in (at its own expense and using its own counsel or other Representatives), any audit, litigation or other proceeding with respect to Taxes and Tax Returns of the Company for a Pre-Closing Tax Period for which a Buyer Indemnified Party would be entitled to indemnification under this Agreement or that could increase a Tax liability of Seller or reduce a Tax refund or credit to which Seller is entitled under Section 6.4(j) (a "***Pre-Closing Tax Contest***"); *provided, however*, that Seller shall not settle or compromise any such Pre-Closing Tax Contest without Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed). Buyer shall provide Seller with prompt written notice of any written inquiries by a Taxing Authority relating to a Pre-Closing Tax Contest; *provided, however*, that the failure to

give notice as provided in this Section 6.4(e) shall not affect Buyer's right to indemnification pursuant to this Agreement except to the extent that Seller is materially prejudiced by Buyer's failure to timely provide such notice. Seller shall notify Buyer in writing of its decision to control or not control a Pre-Closing Tax Contest within five (5) Business Days of receipt of notice of such Pre-Closing Tax Contest from Buyer. If Seller controls a Pre-Closing Tax Contest, Seller shall keep Buyer reasonably informed of the details and status of such matter (including providing Buyer with copies of all written correspondence regarding such matter). If Seller elects not to control such Pre-Closing Tax Contest and for any audit, litigation or other proceeding with respect to Taxes and Tax Returns of the Company or Seller for a Straddle Period for which a Buyer Indemnified Party would be entitled to indemnification under this Agreement, then Buyer shall control such matter (at Seller's sole cost and expense only with respect to a Pre-Closing Tax Contest), *provided* in such case that (i) Seller shall have the right to participate in any such matter (at its own expense) using its own counsel or representative and (ii) Buyer shall keep Seller reasonably informed of the details and status of such matter (including providing Seller with copies of all written correspondence regarding such matter). Buyer shall not settle any such proceedings without the written consent of Seller (not to be unreasonably withheld, conditioned or delayed). To the extent that the provisions of this Section 6.4(e) conflict with the provisions of Section 8.6, this Section 6.4(e) shall control.

(f) Seller and Buyer shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of any Tax Returns for the Company, the filing and prosecution of any Tax claims, and any audit, litigation or other proceeding with respect to Taxes of the Company. Such cooperation shall include making employees available on a mutually convenient basis to provide assistance in the preparation of the Seller Prepared Returns and additional information and explanation of any material provided hereunder.

(g) Without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), except as otherwise required by Law or expressly permitted by this Agreement, neither Buyer, the Company nor any of their respective Affiliates shall, make or change any Tax election with respect to the Company for Pre-Closing Tax Periods, adopt or change any accounting method of the Company for Pre-Closing Tax Periods or adopt any convention that shifts taxable income of the Company from a Tax period beginning (or deemed to begin) on or after the Closing Date to a Pre-Closing Tax Period or shifts deductions or losses of the Company from a Pre-Closing Tax Period to a Tax period beginning (or deemed to begin) on or after the Closing Date, file or amend any Tax Return of the Company for Pre-Closing Tax Periods, surrender any right to claim a refund of Taxes with respect to the Company for Pre-Closing Tax Periods, initiate discussions or examinations with any Taxing Authority regarding Taxes of the Company with respect to Pre-Closing Tax Periods, or make any voluntary disclosures with respect to Taxes of the Company for Pre-Closing Tax Periods if such election, adoption, change, amendment, or surrender could have the effect of increasing the Tax liability for which any Buyer Indemnified Party would be entitled to indemnification under this Agreement or reduce the amount of any refund or credit to which Seller would otherwise be entitled pursuant to Section 6.4(i).

(h) In any case in which a Tax is assessed with respect to a taxable period which includes the Closing Date (but does not end on the Closing Date) (a "***Straddle Period***"), the Taxes, if any, attributable to the portion of the Straddle Period that is a Pre-Closing Tax

Period shall be allocated (including for purposes of Section 6.4(i)) as follows: (i) the amount of any Taxes based on or measured by income or receipts, sales or use taxes, employment taxes, or withholding taxes of the Company for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and (ii) the amount of any other Taxes of the Company for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

(i) Any refunds for Taxes (including any interest in respect thereof paid by a Taxing Authority) with respect to a Pre-Closing Tax Period received by Buyer, the Company or any of their respective Affiliates, and any amounts credited against Taxes in lieu of refunds with respect to a Pre-Closing Tax Period to which Buyer, the Company or any of their respective Affiliates become entitled (including by way of any amended Tax Return), other than refunds or credits arising from the carryback of any item of loss or deduction from a taxable period beginning after the Closing Date (with respect to which Buyer shall be entitled), shall be property of Seller, except to the extent that the amount of such refund or credit has been included in the computation of Indebtedness or Net Working Capital pursuant to Section 2.6. Buyer, the Company and their respective Affiliates shall reasonably cooperate with Seller in preparing and filing Tax Returns (including amendments of prior Tax Returns and claims for refunds for Pre-Closing Tax Periods) at Seller's written request and at Seller's sole cost and expense. All refunds and credits paid to Seller under this Section 6.4(i) shall be net of, without duplication, (a) Taxes imposed on the Buyer, the Company or any of their Affiliates arising as a result of receiving such refund or credit, (b) any reasonable out-of-pocket costs associated with obtaining such refund or credit (including filing documents and amended Tax Returns), and (c) any Tax required to be withheld on such payment. If there is a subsequent reduction by the applicable Tax Authority (or by virtue of a change in applicable Tax Law) of any amounts with respect to which a payment has been made to Seller pursuant to this Section 6.4(i), then Seller shall pay to Buyer an amount equal to such reduction plus any interest or penalties imposed by the Tax Authority with respect to such reduction.

(j) The Parties agree and intend that, for federal income Tax purposes (and for purposes of corresponding provisions of state and local income Tax Law), the contribution by Seller of Rollover Units to Parent in exchange for Units of Parent shall be treated as a contribution of assets to a partnership in return for an interest in such partnership as described in Section 721 of the Code and the sale by Seller of Units to Buyer shall be treated as a taxable sale of assets to Buyer with Buyer having a tax basis in such assets equal to the Purchase Price as modified in accordance with federal income Tax Law.

(k) Within 60 days after the Closing Date, Buyer shall provide Seller with an allocation of the Purchase Price to the assets of the Company using the method set forth on Schedule 6.4(k) attached hereto (the "***Purchase Price Allocation***"). Buyer shall permit Seller to review and consent on the Purchase Price Allocation. If Seller does not dispute the Purchase Price Allocation in a writing delivered to Buyer within thirty (30) days of Seller's receipt of the Purchase Price Allocation, the Purchase Price Allocation shall be final. If Seller timely disputes the Purchase Price Allocation in writing, Buyer and Seller shall negotiate in good faith to resolve any disputed items. If Buyer and Seller are not able to resolve any such disputed items within 90

days after the delivery of the Purchase Price Allocation by Buyer to Seller, then Buyer and Seller shall submit the disputed items to the Independent Accountant for its determination in accordance with the guidelines and procedures set forth in Section 2.6(c) of this Agreement, mutatis mutandis. Buyer shall prepare and deliver to Seller, if and when applicable, revised copies of the agreed allocation to reflect any matters in the allocation that need updating based on the determination of the Independent Accountant and the Buyer, the Company, and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Purchase Price Allocation. Such parties shall file Internal Revenue Service Form 8594 in a manner consistent with the Purchase Price Allocation as it is finally determined and revised in accordance with these provisions. Neither Buyer, Seller nor any of their Affiliates shall take any position for Tax purposes (whether in Tax audits or Tax Returns, including Internal Revenue Service Form 8594) that is inconsistent with the Purchase Price Allocation (as finally determined) unless required to do so by Law or a determination pursuant to Section 1313 of the Code.

6.5 Aviation Divestiture. Prior to the Closing, the Company and TeleQuality Holdings shall take such actions as may be necessary or appropriate to (i) distribute or otherwise transfer all of the equity interests in Koxlien Aviation LLC, the Company's wholly-owned Subsidiary, to TeleQuality Holdings or TeleQuality Holdings' designee via resolutions of the board of directors of the Company, in substantially the form attached to this Agreement as Exhibit L, distributing such equity interests to TeleQuality Holdings or its designee (it being understood and agreed that any such designee of TeleQuality Holdings shall be an Affiliate of Founder or Founder), and (ii) with respect to those employees of the Company whose duties primarily relate to the operation and maintenance of the aircraft of Koxlein Aviation LLC (including the pilot), either (A) transfer their employment to Koxlein Aviation LLC or (B) ensure that they cease being on the payroll of and in employment with the Company. Such transfer shall be without consideration paid to the Company.

6.6 Confidentiality. Buyer acknowledges that the information provided to it in connection with this Agreement and the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate and be of no further force and effect.

6.7 Exclusive Dealings.

(a) From and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, none of the Company, Seller, TeleQuality Holdings or their respective Representatives shall, directly or indirectly (i) solicit, initiate or otherwise engage in any negotiations, discussions or other communications with any other Person relating to any Acquisition Proposal (other than to respond to any unsolicited inquiry by responding that contractual obligations prohibit any discussions or substantive response), (ii) provide information or documentation to any other Person with respect to the Company, its Subsidiary, any of its businesses or assets or Seller or TeleQuality Holdings in respect of any Acquisition Proposal or (iii) enter into any Contract with any other Person in respect of any Acquisition Proposal.

(b) From and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall promptly advise Buyer in writing of any inquiry, offer or proposal received by the Company, its Subsidiary, TeleQuality Holdings, Seller or Founder with respect to a proposed Acquisition Proposal or of any such inquiry, offer or proposal received by any Representative of the Company, TeleQuality Holdings or Seller of which the Company, its Subsidiary, TeleQuality Holdings, Seller or Founder becomes aware.

(c) The Company, TeleQuality Holdings and Seller shall, shall cause Founder and the Company's Subsidiary to, and shall direct the Representatives of the Company, TeleQuality Holdings and Seller to, cease immediately any discussions regarding any potential Acquisition Proposal that were ongoing as of the date of this Agreement.

6.8 Notification of Certain Matters. From time to time prior to the Closing, the Company, Seller, TeleQuality Holdings and Founder shall have the limited right (but not the obligation) to supplement or amend the Company Disclosure Schedule with respect to any change in the following schedules solely to the extent such supplement or amendment consists of adding or removing (to the extent expired or terminated in accordance with its terms) any Contract, Permit, Benefit Plan, Leased Real Property, Company Registered Intellectual Property, IP Contract or insurance policy or insurance claim to such schedule that would have been required to be set forth on such schedule if such Contract, Permit, Benefit Plan, Leased Real Property, Company Registered Intellectual Property, IP Contract or insurance policy or insurance claim was existing as of the date hereof that has arisen or was entered into, as applicable, in the Ordinary Course of Business after the date of this Agreement and not in breach of any covenant or agreement of Seller, TeleQuality Holdings, the Company or Founder set forth in this Agreement: Section 3.10(a) of the Company Disclosure Schedule, Section 3.13 of the Company Disclosure Schedule solely to the extent related to the first sentence of Section 3.13, Section 3.16(a)(i) of the Company Disclosure Schedule solely to the extent related to the first sentence of Section 3.16(a)(i), Section 3.19(a) of the Company Disclosure Schedule solely to the extent related to the second sentence of Section 3.19(a), Section 3.20(a) of the Company Disclosure Schedule solely to the extent related to the first sentence of Section 3.20(a), Section 3.20(b) of the Company Disclosure Schedule solely to the extent related to the first sentence of Section 3.20(b) and Section 3.21 of the Company Disclosure Schedule solely to the extent related to the first sentence of Section 3.21 (each a "***Schedule Supplement***"). The delivery of any such Schedule Supplement will be deemed to have cured any inaccuracy in or breach of the underlying representation or warranty contained in this Agreement to which such Schedule Supplement relates (but no other representation or warranty).

6.9 Financing.

(a) Subject to the terms and conditions in this Agreement, Buyer shall use its reasonable best efforts to (i) maintain in effect the Debt Commitment Letter in accordance with its terms, (ii) negotiate definitive financing agreements with respect to the Debt Financing as contemplated by the Debt Commitment Letter (as such terms may be modified in accordance with the terms thereof, including any "flex" provisions in the related fee letters) or on terms that, taken as a whole, are no less favorable to Buyer than the terms contained in the Debt Commitment Letter (including any "flex" provisions applicable thereto), in each case, which

terms will not in any respect expand on the conditions to the funding of the Debt Financing at the Closing or reduce the aggregate amount of the Debt Financing available to be funded at the Closing (such definitive agreements, the "***Definitive Financing Agreements***") and (iii) satisfy on a timely basis (or obtain the waiver of) all conditions or covenants applicable to Buyer under the Debt Commitment Letter and such Definitive Financing Agreements and to consummate the Debt Financing no later than the Closing Date. Buyer shall keep the Company informed on a reasonably current basis with respect to Buyer becoming aware of any material developments that would materially impair or materially delay the status of the Debt Financing. Buyer shall provide the Company and Seller, upon written request of the Company, with copies of (x) amendments, supplements or other modifications to the Debt Commitment Letter and (y) any Definitive Financing Agreements and such other information and documentation regarding the Debt Financing as the Company and Seller deem reasonably necessary to allow the Company and Seller to monitor the progress of such financing activities (other than information subject to an Access Restriction).

(b) In the event any portion of the Debt Financing becomes unavailable on the terms and conditions (including any "flex" provisions applicable thereto) contemplated in the Debt Commitment Letter, Buyer will use reasonable best efforts to take, or cause to be taken, all actions and Buyer will use reasonable best efforts to do, or cause to be done, all things necessary, proper or advisable to arrange to obtain alternative financing from alternative sources on terms that are no less favorable to Buyer in the aggregate than those set forth in the Debt Commitment Letter as of the date hereof, in an amount sufficient, when added to the portion of the Debt Financing that is available, to consummate the transactions contemplated by this Agreement and to pay all related fees and expenses (each such alternative financing, an "***Alternative Financing***") as promptly as practicable following the occurrence of such event (it being understood and agreed that the foregoing shall not be construed to require Buyer to use reasonable best efforts to or otherwise consummate the Closing prior to the date that the Closing should occur pursuant to Section 2.2) and to obtain, and provide the Company with a copy of, the new financing commitment that provides for such Alternative Financing (each, an "***Alternative Financing Commitment Letter***"). As applicable, references in this Agreement (other than with respect to representations in this Agreement made by Buyer that speak as of the date hereof) (i) to Debt Financing will include each Alternative Financing, (ii) to the Debt Commitment Letter will include each Alternative Financing Commitment Letter and (iii) to the Definitive Financing Agreements will include the definitive documentation relating to any such Alternative Financing.

(c) Buyer will promptly (and, in any event within two (2) Business Days) notify Seller and the Company in writing of the occurrence of any of the following: (i) termination or expiration of any Debt Commitment Letter or Definitive Financing Agreement, or written notice thereof by any Person, (ii) any material breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any material breach or default) under any Debt Commitment Letter or Definitive Financing Agreement by Buyer or, to the Knowledge of Buyer, any other party to such Debt Commitment Letter or Definitive Financing Agreement, (iii) receipt by Buyer or any of its Affiliates or representatives of any written notice or other written communication from any Debt Financing Source, with respect to any actual, threatened or alleged material breach, default, termination, revocation, rescission or repudiation of any Debt Commitment Letter. As soon as reasonably practicable, Buyer will provide to Seller and the Company and their representatives

such information that is reasonably requested by Sellers relating to any of the circumstances referred to in this Section 6.9(c) (other than information subject to an Access Restriction).

(d) Buyer will not permit or consent to (i) any amendment, restatement, replacement, supplement, termination, revocation, rescission, modification or waiver of any provision or remedy under the Debt Commitment Letter if such amendment, restatement, supplement, termination, revocation, rescission, modification or waiver would (A) expand or impose additional conditions precedent to the funding of the Debt Financing from those set forth in the Debt Commitment Letter on the date of this Agreement, (B) be reasonably expected to impair, delay or prevent the availability of all or a portion of the Debt Financing or the consummation of the transactions contemplated by this Agreement, (C) reduce the aggregate cash amount of the Debt Financing (including by changing the amount of fees to be paid or original issue discount of the Debt Financing (except as set forth in any "flex" provisions existing on the date of this Agreement)) or (D) otherwise adversely affect in any material respect the ability of Buyer or its Affiliates to enforce their respective rights under the Debt Commitment Letter or to consummate the transactions contemplated by this Agreement when required pursuant to Section 2.2 or the timing of the Closing pursuant to Section 2.2, including by making the funding of the Debt Financing less likely to occur, (ii) in any manner as would not reasonably be expected to materially delay the ability of Buyer to consummate the transactions contemplated hereby when required pursuant to Section 2.2 or (iii) early termination of the Debt Commitment Letter. For purposes of this Agreement (other than with respect to representations in this Agreement made by Buyer that speak as of the date hereof), references to the "Debt Commitment Letter" will include such document as permitted or required by this Section 6.9(d) to be amended, restated, replaced, supplemented or otherwise modified or waived, in each case from and after such amendment, restatement, replacement, supplement or other modification or waiver. Notwithstanding anything in this Agreement to the contrary, after the date of this Agreement but prior to the Closing, the Debt Commitment Letter or any provision thereof may be amended, supplemented, modified or replaced (i) to modify the pricing terms or add lenders, agents, lead arrangers, purchasers or any similar entities who have not executed the Debt Commitment Letter as of the date hereof or (ii) to implement any "flex" provisions of any related fee letter. Neither the existence nor the implementation of any "flex" provisions in the Debt Commitment Letter or the related fee letters shall constitute a breach of this Section 6.9(d).

(e) If the Debt Commitment Letter is replaced, amended, supplemented or modified, including as a result of obtaining Alternative Financing, or if Buyer substitutes other debt financing for all or any portion of the Debt Financing in accordance with this Section 6.9(e), Buyer will comply with its obligations under this Agreement, including this Section 6.9(e), with respect to the Debt Commitment Letter as so replaced, amended, supplemented or modified to the same extent that Buyer was obligated to comply prior to the date the Debt Commitment Letter was so replaced, amended, supplemented or modified.

(f) From the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with its terms, subject to the limitations set forth in this Section 6.9, the Company will, and will use its reasonable best efforts to cause its Affiliates and its and their respective Representatives to, provide such cooperation reasonably requested by Buyer in connection with Buyer's arrangement of the Debt Financing. Such cooperation will include the taking the following actions: (i) upon reasonable advance notice by Buyer, making

appropriate officers and employees of the Company available for meetings (in-person, telephonic or otherwise), including management presentations, conference calls, rating agency presentations, due diligence sessions, lenders' meetings and follow-up conference calls, (ii) promptly providing to Buyer and the Debt Financing Sources all financial information and other information reasonably requested by Buyer or the Debt Financing Sources in order to consummate the Debt Financing, (iii) making its independent accountants, counsel and other advisors available to provide assistance to Buyer, (iv) facilitating the pledging of collateral in connection with the Debt Financing, including the execution and delivery of the Definitive Financing Agreements, other documents in connection with the pledge and perfection of liens and security (including customary pledge and security documents, control agreements, mortgages, currency or interest hedging arrangements or other customary definitive financing documents, surveys, and title insurance) and the providing of guarantees supporting the Debt Financing and payoff letters, collateral releases and terminations that are required for closing under the Debt Commitment Letter and related documentation, including customary officer's certificates, documents and instruments and a solvency certificate from the chief financial officer of the Company provided, that no Definitive Financing Agreements or closing documents and deliverables referred to in this clause (iv) shall be effective until the Closing Date, (v) cause the taking of corporate (or similar) actions by the Company and its Subsidiary reasonably necessary to permit the completion of the Debt Financing, subject to the occurrence of the Closing, (vi) providing information requested by the Debt Financing Sources under applicable "know your customer" and anti-money laundering laws and regulations, including the Patriot Act, at least five (5) Business Days in advance of the Closing, (vii) cooperating with the marketing and due diligence efforts of Buyer and its Debt Financing Sources, including assistance with the preparation of pro forma financial statements, offering memoranda, bank information memoranda, offering documents, lender and rating agency presentations and other customary marketing materials (including representation letters, authorization letters and other customary confirmations and undertakings), (viii) cooperating with the syndication process, including using the Company's and its Subsidiary's existing banking relationships and the existing lending and investment banking relationships, (ix) using commercially reasonable efforts to cooperate with Buyer in order to satisfy on a timely basis the conditions precedent to the Debt Financing and (x) until the end of the syndication of the financing contemplated by the Debt Commitment Letter, ensuring that there shall be no other issues of competing debt securities or commercial bank or other credit facilities of the Company being offered, placed or arranged (other than as contemplated by the Debt Financing). Notwithstanding the foregoing (W) such requested cooperation will not (I) unreasonably interfere with the ongoing operations of any of the Company or its Affiliates or representatives in any material respect or (II) cause significant competitive harm to the Company if the transactions contemplated by this Agreement are not consummated, (X) nothing in this Section 6.9(f) will require cooperation to the extent that it would (I) cause any condition to the Closing set forth in Article 7 to not be satisfied or (II) cause any breach of or default under this Agreement, and (Y) none of Seller, the Company or their respective Affiliates or representatives will be required to (I) deliver or obtain opinions of internal or external counsel; *provided, however*, that Seller shall provide commercially reasonable assistance to Buyer's efforts to obtain any opinions of local counsel that are required in connection with the Debt Financing, (II) provide access to or disclose information where Seller or the Company determine that such access or disclosure could jeopardize the attorney-client privilege or contravene any law to which they are subject or any contract or agreement to

which they are a party, (III) deliver any audited financial statements, to the extent not already available to the Company or (IV) waive or amend any terms of this Agreement or any other contract or agreement to which any of Seller, the Company or their respective Affiliates or representatives is party.

(g) Notwithstanding anything to the contrary in this Section 6.9 or otherwise in this Agreement, (i) no liability or obligation (including any liability or obligation to pay any commitment or other similar fee) of the Company or its Subsidiary under any certificate, document or instrument related to the Debt Financing will be effective until the Closing, and neither the Company or its Subsidiary will be required to take any action under any certificate, document or instrument that is not contingent upon consummation of the Closing (including the entry into any agreement that is effective before the Closing) or that would be effective prior to the Closing (ii) in no event will the Company or its Subsidiary be required to pay any commitment fee or other fee or payment to obtain consent, or to incur any liability with respect to, or cause or permit any Lien to be placed on any of their respective assets in connection with, the Debt Financing prior to the Closing, (iii) Buyer's obligations, covenants and agreements under this Section 6.9 are Buyer's sole and exclusive obligations, covenants and agreements with respect to the subject matter thereof, notwithstanding any general obligations, covenants or agreements set forth in this Agreement and (iv) nothing contained in this Section 6.9 shall require, and in no event shall the reasonable best efforts of Buyer be deemed or construed to require, Buyer or any of its Affiliates to pay any fees materially in excess of those contemplated by the Debt Commitment Letter as of the date hereof (whether to secure waiver of any conditions contained therein or otherwise) or agree to any term that is outside or less favorable than any applicable provision of the Debt Commitment Letter (taking into account any "flex" provisions in the related fee letter) as of the date hereof.

6.10 Access and Information.

(a) From the date of this Agreement until the Closing, subject to applicable Laws, the Company shall (i) afford Buyer and its Representatives reasonable access, during regular business hours and upon reasonable advance notice, to the senior management-level employees of the Company, the assets of the Company and the books and records of the Company, *provided* that such access does not unreasonably interfere with the operation by the Company and its business and (ii) furnish, or cause to be furnished, to Buyer any financial and operating data and other information that is reasonably available with respect to the Company as Buyer from time to time reasonably requests; *provided, however*, that in no event shall Buyer have access to any information that, based on the advice of outside legal counsel, (A) would reasonably be expected to create any potential Liability for Seller, TeleQuality Holdings, the Company or its Subsidiary under applicable Laws or would prejudice the assertion of legal privilege by Seller, TeleQuality Holdings, the Company or its Subsidiary or (B) would (I) result in the disclosure of any trade secrets or (II) violate any contractual obligation of the Company or its Subsidiary with respect to confidentiality (clauses (A) and (B), the "***Access Restrictions***"). All requests for information made pursuant to this Section 6.10(a) shall be directed to such Person or Persons as may be designated by the Company. All information received pursuant to this Section 6.10(a) shall be governed by the terms of the Confidentiality Agreement.

(b) Following the Closing for a period of seven (7) years, subject to applicable Laws, Buyer shall, and shall cause the Company (and its successors) to, furnish, or cause to be furnished, to Seller, TeleQuality Holdings, their respective equityholders (including Founder) and their respective Representatives any financial, tax, accounting, legal or other information with respect to the Company or the operation of the Company's business prior to the Closing as Seller or TeleQuality may from time to time reasonably request for purposes of permitting them to address and respond to any matters that arise as a result of, or otherwise relate to, TeleQuality Holdings' or Seller's prior ownership of the Company or its Subsidiary, including any claims made by or against Seller or TeleQuality Holdings, whether involving any Government Entity or third party and compliance with any Law; *provided, however*, that in no event shall Seller, TeleQuality Holdings, their respective equityholders (including Founder) and their respective Representatives have access pursuant to this Agreement to any such information (i) that, based on the advice of outside legal counsel, is subject to an Access Restriction or (ii) in connection with any Proceeding involving Seller or any Seller Indemnified Party, on the one hand, and Buyer or any Buyer Indemnified Party, on the other hand (other than, to the extent required by Law or a Governmental Entity in connection with such Proceeding, pursuant to discovery requests or other similar legal procedure in connection with such Proceeding). All information received pursuant to this Section 6.10(b) shall be governed by the terms of Section 6.11(a).

(c) Buyer agrees to retain all of the Company's material books and records in existence on the Closing Date for a period of seven (7) years after the Closing Date or as longer required by applicable Law (and, with respect to all books and records of the Company related to Taxes for such longer period of time as may be required by applicable statutes of limitation). Prior to disposing of any books and records relating to the period prior to the Closing, Buyer will afford Seller an opportunity to take possession thereof.

6.11 Restrictive Covenants of Seller. As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller, TeleQuality Holdings and Founder each hereby agrees as follows:

(a) Following the Closing, each of Seller, TeleQuality Holdings and Founder agrees to keep confidential, and cause its or his Affiliates and the other Founder Related Persons to keep confidential, all Company Confidential Information and not to use any such information except in connection with its or his obligations set forth in this Agreement or in the performance of its or his obligations under or pursuant to its or his rights under any Contract between Seller, TeleQuality Holdings or Founder, on the one hand, and Buyer or its Affiliates, on the other hand, or disclose any such information to any Person, other than as required by applicable Law or by any judicial or administrative proceedings (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process); *provided* that in the event that any Person subject to confidentiality under this Section 6.11 is requested or required (by request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or otherwise) to disclose any confidential information (including any Company Confidential Information), such Person shall notify Buyer promptly of such request or requirement so that Buyer may seek (at its sole cost and expense) an appropriate protective order or waive compliance with the provisions of Section 6.6.

(b) During the Restricted Period, each of Seller, TeleQuality Holdings and Founder shall not, shall cause its or his Affiliates and the Founder Related Persons not to, directly or indirectly, in each case without the written consent of Buyer, (i) participate in, own, operate or invest in any business that directly or indirectly engages in providing telecommunications network services to the rural healthcare segment (which includes hospitals, clinics, health centers, senior living and other healthcare institutions) or to any other Person who participates or who is eligible to participate in any funding programs of the USAC for the Rural Healthcare Program (the "***Business***"), (ii) participate in, own, operate or invest in any business that directly or indirectly engages in providing any products or services (including managed telecommunications solutions) ancillary to the Business to any Person who participates or who is eligible to participate in any funding programs of the USAC for the Rural Healthcare Program, (iii) interfere in any material respect with the business relationships between the Company and any customer or supplier of the Company or any relationship between the Company and any Government Entity (including the FCC and USAC), or (iv) participate in, own, operate or invest in any business that competes with Buyer or any of its Subsidiaries or provides services and/or products or otherwise operates a business substantially similar to those provided by Buyer or any of its Subsidiaries (in each case as such business is conducted on the Closing Date or the Separation Date); *provided, however*, that Seller, TeleQuality Holdings, Founder and its and his Affiliates and the Founder Related Persons may own, (A) in the aggregate, up to five percent (5%) of the outstanding equity interests of any Person who is a publicly traded entity and (B) in the aggregate, up to ten percent (10%) of the outstanding equity interests of any Person who is a blind trust, private investment fund or other similar investment entity or vehicle of which Seller does not exercise control over, participate in or have meaningful input on investment decisions, in each case so long as none of Seller, TeleQuality Holdings, Founder, any such Affiliate or any Founder Related Person has any active participation in the business or management of such Person.

(c) During the Restricted Period, each of Seller, TeleQuality Holdings and Founder shall not, shall cause its or his Affiliates and the Founder Related Persons not to, directly or indirectly, solicit or hire any employee of the Company who is an employee of the Company as of the Closing Date or at any time during the one (1) year period prior to the Closing Date. The posting of a general advertisement for job openings or employment opportunities and solicitations for employee candidates generally via newspaper, television, radio, the Internet, and similar media that are not otherwise targeted at any such employees shall not be a violation of this Section 6.11(c). The provisions of this Section 6.11(c) shall not apply to any employee of the Company whose employment with the Company was terminated by the Company one (1) year prior to any action that would otherwise be prohibited by this Section 6.11(c) or to the individual who served as the Company's airplane pilot prior to the Closing.

(d) Seller, TeleQuality Holdings and Founder, for itself, himself and on behalf of its or his Affiliates and the Founder Related Persons, agrees that the scope of the restrictive provisions set forth in this Section 6.11 are reasonable with respect to subject matter, time and scope and that the provisions contained in this Section 6.11 are a material inducement to Buyer's entering into this Agreement and but for the provisions contained in this Section 6.11 Buyer would not have entered into this Agreement. In the event that any court determines that the subject matter, duration or geographic scope, or all of the foregoing, is unreasonable and that such provision is to that extent unenforceable, Buyer and each of Seller, TeleQuality Holdings

and Founder, for itself or himself and on behalf of its or his Affiliates and the Founder Related Persons, agree that the provision shall remain in full force and effect for the greatest time period and for the broadest subject matter and in the greatest area, as the case may be, that would not render it unenforceable. It is specifically understood and agreed that the material breach of the provisions of this Section 6.11 by Seller, TeleQuality Holdings, Founder or any of their respective Affiliates or the Founder Related Persons may result in irreparable injury to Buyer, that the remedy at law alone may be an inadequate remedy for such breach and that, in addition to any other remedy it may have, Buyer shall be entitled to enforce the specific performance of this Section 6.11 by Seller, TeleQuality Holdings, Founder and their respective Affiliates and the Founder Related Persons through both temporary and permanent injunctive relief without the necessity of proving actual damages, but without limitation of their right to damages and any and all other remedies available to Buyer under this Agreement, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies.

(e) In the event of a breach or violation of this Section 6.11, the Restricted Period shall be tolled until such breach or violation has been duly cured, to the extent such breach or violation is curable.

6.12 Directors' and Officers' Indemnification and Insurance.

(a) Until the earlier of (i) one hundred eighty (180) days after the expiration of the longest applicable statute of limitations and (ii) the six (6) year anniversary of the Closing Date, Buyer shall cause the Company to continue in full force and effect all rights to indemnification and exculpation and related rights to advancement of expenses on the part of each person who immediately prior to the Closing is a current or former director or officer of the Company (collectively, the "***Indemnified Directors or Officers***"), including all such rights existing pursuant to applicable Law, the organizational documents of the Company. Following the Closing until the D&O Survival Date, Buyer also shall cause the Company to, to the fullest extent permitted under applicable Law, indemnify and hold harmless each of the Indemnified Director or Officers against any and all Losses in connection with any investigation or Proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to any actual or alleged acts or omissions prior to the Closing occurring in connection with or arising out of such Indemnified Director or Officer's service, prior to the Closing, as a director or officer of the Company, as a director or officer of any other entity at the request of the Company or as a trustee, fiduciary or administrator of any plan for the benefit of employees of the Company or its Subsidiary (each, a "***Covered Proceeding***"); *provided* that if any Covered Proceeding is commenced within such time period, all rights to indemnification in respect of such Covered Proceeding shall continue until final disposition of such Covered Proceeding.

(b) The indemnification provided for herein shall not be deemed exclusive of any other rights to which an Indemnified Director or Officer is entitled, whether pursuant to Law, Contract or otherwise.

(c) If, after the Closing, Buyer, the Company or any of their respective successors or assigns shall (i) merge or consolidate with or merge into any other Person, or otherwise engage in any business combination with any other Person, and shall not be the surviving or continuing Person of such consolidation, merger or business combination or (ii)

transfer all or substantially all of their respective assets and properties to any Person, then in each such case, Buyer shall take all necessary actions to ensure that the successors or assigns of Buyer or the Company (as applicable) shall assume all of the obligations set forth in this Section 6.12.

6.13 Post-Closing Obligations to Employees.

(a) With respect to each employee of the Company as of the Closing who remains employed by the Company, Buyer or any of Affiliates of Buyer immediately following the Closing (each, a "***Continuing Employee***" and, collectively, the "***Continuing Employees***"), Buyer shall, or shall cause its Affiliates (including the Company) to, for at least one (1) year after the Closing Date or, if earlier, until the date of such Continuing Employee's termination of employment (the "***Continuation Period***"), provide such Continuing Employee with (i) base salary or hourly wages that are no less than the base salary or hourly wages provided by the Company to such Continuing Employee immediately prior to the Closing, and (ii) target cash bonus opportunities (excluding equity-based compensation), if any, that are substantially similar in the aggregate to the target cash bonus opportunities provided by the Company to such Continuing Employee immediately prior to the Closing.

(b) During the Continuation Period, Buyer shall, or shall cause its Affiliates (including the Company) to provide each Continuing Employee who remains employed by Buyer or any of its Affiliates (including the Company) following the Closing with employee benefits (other than equity-based compensation or benefits) (i) substantially similar in the aggregate to the employee benefits, including severance, provided by the Company to such Continuing Employee immediately prior to the Closing under the existing terms of the Benefit Plans or (ii) the same as the employee benefits (other than equity-based compensation or benefits), including severance, provided by Buyer or its Affiliates to an employee of Buyer or any of its Affiliates in a position comparable to such Continuing Employee.

(c) Buyer shall cause each employee benefit plan maintained or contributed to by Buyer or any of its Affiliates (excluding for this purpose any employee benefit plans maintained or contributed to by the Company prior to the Closing) in which a Continuing Employee participates or will participate (each, a "***Recipient Plan***") to (i) waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements of a group health plan applicable to such Continuing Employee under such Recipient Plans, except to the extent such pre-existing conditions, exclusions or waiting periods under the analogous Benefit Plan are applicable to such Continuing Employee prior to the Closing, (ii) provide such Continuing Employee with credit for any co-payments and deductibles paid under a Benefit Plan that is a group health plan prior to the Closing (to the same extent such credit was given under the analogous Benefit Plan applicable to such Continuing Employee prior to the Closing) for the plan year of the Recipient Plan that includes the Closing Date, (iii) recognize service of such Continuing Employee (to the same extent and for the same purpose such service was recognized under the analogous Benefit Plan applicable to such Continuing Employee prior to the Closing) for purposes of eligibility to participate, vesting and level of severance or paid time off benefits in such Recipient Plan and (iv) with respect to flexible spending accounts, provide such Continuing Employee with a credit for any salary reduction contributions made thereto and a debit for any expenses incurred thereunder with respect to the plan year in which the Closing occurs; *provided, however*, that (A) the foregoing shall not apply

to the extent it would result in duplication of benefits and (B) the foregoing shall be subject to any term or condition of any Recipient Plan imposed by a third party insurer or plan administrator to the extent such term or condition is not waived or consented to after Buyer uses commercially reasonable efforts to acquire such waiver or consent.

(d) Nothing in this Section 6.13 is intended to, or shall be interpreted to, create any right of continued employment for any Continuing Employee with Buyer or any of its Affiliates (including, after the Closing, the Company) or otherwise limit the ability of Buyer or any of its Affiliates (including, after the Closing, the Company) to terminate the employment of any Continuing Employee, or to create any right in a Continuing Employee, dependent or beneficiary thereof, or any other Person (other than Seller or Founder as parties to this Agreement) precluding Buyer or any of its Affiliates from amending any Benefit Plans after the Closing.

6.14 Public Disclosure. Except and solely to the extent otherwise required by applicable Law, as necessary or appropriate in any Proceeding to enforce this Agreement or any Ancillary Agreement or as permitted by this Section 6.14, no Party shall make or permit any press release or other public announcement with respect to the existence of or subject matter of this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby without the prior written consent of Buyer and Seller. If Buyer and Seller agree on a press release, then each of the Parties and their respective Affiliates may issue further, similar press releases and similar announcements without the consent of Buyer or Seller; *provided* that each such press release or similar announcement contains, with respect to the information concerning this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby, solely the information that is contained in the initial press release. To the extent any such press release or other public announcement is required by applicable Law, the disclosing party shall provide reasonable advance written notice thereof to Buyer and Seller and consult with the non-disclosing parties concerning the contents of the public announcement. Notwithstanding anything in this Section 6.14 or otherwise in this Agreement to the contrary, the Parties agree that Buyer and its Affiliates may provide general information about the subject matter of this Agreement and the transactions contemplated hereby to any direct or indirect investor or in connection with normal fund raising and related marketing or informational or reporting activities so long as such persons are informed by Buyer or its Affiliates of the confidential nature of such information and directed by Buyer or its Affiliates to treat such information confidentially in accordance with the terms of this Agreement.

6.15 Further Assurances. From time to time after the Closing Date, each Party shall promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by any other Party regarding the consummation of the transactions contemplated by this Agreement.

6.16 Pre-Closing Termination of 401(k) Plan. At the written request of Buyer no later than five (5) days prior to the Closing Date, the Company shall, at least one (1) Business Day prior to the Closing Date, adopt written resolutions (or take other necessary and appropriate action) to terminate, the Company's 401(k) plan and to fully vest all participants under the Company 401(k) plan, such termination and vesting to be effective no later than the Business Day preceding the Closing Date; *provided, however*, that such Company 401(k) plan termination

may be made contingent upon the Closing. The Company shall provide Buyer with an advance copy of such proposed resolutions (and any related documents) and a reasonable opportunity to comment thereon prior to adoption or execution.

6.17 Pre-Closing Reorganization. Not less than two (2) Business Days prior to the Closing, the Company, TeleQuality Holdings and Seller shall cause the Reorganization (other than the California Reorganization, which is the subject of the immediately subsequent sentence) to occur in accordance with Exhibit H, as may be modified in accordance with this Section 6.17. Substantially concurrently with the expiration or termination of the waiting period with respect to the California Assets Transfer Approval or the time at which the California Assets Transfer Approval has been otherwise been obtained, the Company, TeleQuality Holdings and Seller shall cause the California Reorganization to occur in accordance with Exhibit H, as may be modified in accordance with this Section 6.17. The Company, TeleQuality Holdings and Seller shall obtain any consents or approvals required from third parties to give full and valid effect to the actions set forth on Exhibit H, as may be modified in accordance with this Section 6.17. The Company, TeleQuality Holdings and Seller shall consult with Buyer on a regular basis and cooperate in good faith in connection with the Reorganization. The Company, TeleQuality Holdings and Seller shall not enter into any Contract, make any filing or take any other material action in connection with the Reorganization without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed). The Company, TeleQuality Holdings and Seller may modify the transactions set forth on Exhibit H only with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed). Between the date hereof and the Closing, Buyer, on the one hand, and the Company, TeleQuality Holdings and Seller, on the other hand, shall reasonably cooperate in good faith in the consideration and implementation of changes to Exhibit H (as may be modified in accordance with this Section 6.17) and/or alternative structures to effect the transactions contemplated by the Reorganization.

6.18 Buyer Senior Debt.

(a) Until the Seller Note has been Paid in Full, Seller and Buyer agree that to the extent the maturity date under the Senior Credit Agreement is extended beyond May 6, 2021 (the "***Senior Debt Maturity Date***"), Seller and Buyer shall use best efforts to promptly amend the Seller Note to extend the Maturity Date (as defined therein and herein referred to as the "***Seller Note Maturity Date***") to be the date that is ninety-one (91) days after the Senior Debt Maturity Date; *provided*, that to the extent Seller and Buyer fail to so extend the Seller Note Maturity Date, Seller hereby, on behalf of itself and its Permitted Transferees, waives any rights or remedies it may otherwise have under the Seller Note arising out, related to or as a result of such failure and agrees to not take any action for the enforcement with respect thereto.

(b) Notwithstanding anything to the contrary contained in the Seller Note, Buyer shall not be required to pay any outstanding principal, accrued interest or any other amounts owing under the Seller Note if any such payment is prohibited by the terms of the Senior Debt Subordination Agreement or the Senior Credit Agreement (a "***Payment Restriction***"), and Seller and its Permitted Transferees shall not be entitled to exercise any rights or remedies or take any action for the enforcement of any such amount(s) unless and until such Payment Restriction no longer exists; *provided, however*, that Buyer shall promptly pay such

amount(s) after Buyer is permitted to do so under the Senior Debt Subordination Agreement and the Senior Credit Agreement. Seller shall cause its Permitted Transferees (if any) to comply with the terms of this Section 6.18.

(c) For the avoidance of doubt, this Section 6.18 shall survive until the Seller Note has been Paid in Full.

6.19 Cyber Policy. Prior to the Closing, Seller, TeleQuality Holdings and the Company agree to reasonably cooperate with, and use commercially reasonable efforts to take all actions reasonably necessary, as directed by, Buyer, to add the Company as an additional insured under Buyer's cyber security insurance policy at the Closing (it being understood and agreed that any legally binding obligation of the Company shall be conditioned upon and subject to the occurrence of the Closing). Such cooperation shall include commercially reasonable efforts to (a) timely deliver the materials and complete the requirements set forth on Section 6.19 of the Buyer Disclosure Schedule and (ii) timely provide such materials and complete such requirements as are reasonably requested by Buyer.

6.20 California License. At any time following the Closing but prior to the occurrence of the California Closing, Buyer may, in its sole discretion, seek to obtain a California License for the Company (or its designee) pursuant to this Section 6.20 by giving Seller written notice thereof. In the event that Buyer elects pursuant to this Section 6.20 to seek a California License, Seller shall, and shall cause its Affiliates and its and their respective Representatives to, reasonably cooperate with Buyer, its Affiliates and their respective Representatives to obtain such California License.

6.21 Remittance of Doubtful Accounts. At any time during the four (4) year period after the Closing, upon the Company's receipt of any payment in respect of Past Due A/R (whether in whole or in part), the Company shall (i) reasonably promptly thereafter remit to Seller an amount equal to eighty percent (80%) of the Net Past Due A/R Amount and (ii) retain for its own account the remaining amount so received.

6.22 Financial Statements. If the Closing Date occurs on or after November 15, 2017, the Company shall deliver, or cause to be delivered, to Buyer the unaudited consolidated balance sheets and related consolidated statements of income and cash flows of the Company and its Subsidiaries as of and for the fiscal quarter ended September 30, 2017.

6.23 Pre-California Closing Conduct.

(a) During the period from the date of this Agreement and continuing until the earlier of the California Closing and the termination of this Agreement in accordance with its terms, Seller shall and, shall cause California Holdco to, conduct the California Business only in the Ordinary Course of Business and use its commercially reasonable efforts to preserve intact the California Assets and any related properties and goodwill and the Company's and, from and after the California Reorganization, Seller's relationship with the California Business' customers, suppliers, employees and other material business relations, in each case, (i) unless Buyer shall otherwise consent in writing, (ii) except to the extent, based on the advice of outside legal counsel, required by Law (it being understood and agreed that prior to taking any action pursuant

to this proviso, Seller shall give Buyer prior written notice thereof, which notice shall include a summary of the reasons that such action is required by applicable Law) or (iii) except as otherwise expressly required or permitted by this Agreement or any Related Agreement.

(b) During the period from the date of this Agreement and continuing until the earlier of the California Closing and the termination of this Agreement in accordance with its terms, Seller shall not, and shall cause California Holdco not to, in each case, (i) unless Buyer shall otherwise consent in writing, (ii) except to the extent, based on the advice of outside legal counsel, required by Law (it being understood and agreed that prior to taking any action pursuant to this proviso, Seller or the Company shall give Buyer prior written notice thereof, which notice shall include a summary of the reasons that such action is required by applicable Law) or (iii) except as otherwise expressly required or permitted by this Agreement or any Related Agreement:

(A) permit any change in control of the Company (other than in connection with the Reorganization or the California Closing);

(B) sell, assign, convey, deliver, lease, license, transfer, abandon or dispose of any California Asset;

(C) incur, create or assume any Lien (other than a Permitted Lien) on any California Assets;

(D) enter into, terminate, renew or modify, in each case in a manner adverse to the California Business, any Contract that is a California Asset;

(E) pay, discharge, settle or compromise any pending or threatened Proceeding or initiate any Proceeding, in each case, that is related to the California Business or any of the California Assets; or

(F) agree, in writing or otherwise, to take any of the actions listed in the preceding clauses (A) through (E).

(c) During the period from the date of this Agreement and continuing until the earlier of the California Closing and the termination of this Agreement in accordance with its terms, Seller, Founder and TeleQuality Holdings shall, and Seller shall cause California Holdco to, use commercially reasonable efforts to maintain, comply with and, if required, renew, all Company Permits with respect to the California Business (including the Company Permits set forth on Section 1.1(a) of the Company Disclosure Schedule).

ARTICLE 7
CONDITIONS TO CLOSING

7.1 Conditions to the Obligations of the Parties. The obligations of the Parties to effect the Closing are subject to the satisfaction (or waiver by Buyer or by Seller, for itself, TeleQuality Holdings and the Company) prior to the Closing of the following conditions:

(a) Required Governmental Approvals. The waiting period applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and the filings, notices, approvals and consents and notices set forth in Section 7.1 of the Company Disclosure Schedule or Section 7.1 of the Buyer Disclosure Schedule (collectively, the "***Closing Required Governmental Approvals***") shall have been obtained, given or made and shall be in full force and effect.

(b) No Injunction or Order. No court or other Government Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, determination, injunction or other Order (whether temporary, preliminary or permanent) that is in effect that restrains, enjoins or otherwise prohibits and no Government Entity shall have initiated, proposed or announced any such Law, determination, injunction or other Order that if successful would restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement or makes the consummation of the transactions contemplated by this Agreement illegal.

7.2 Conditions to the Obligations of Buyer. The obligation of Buyer to effect the Closing is subject to the satisfaction (or waiver by Buyer) prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Founder, Seller, TeleQuality Holdings and the Company contained in this Agreement (other than the Fundamental Representations) shall be true and correct in all respects (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties speak as of an earlier date in which case as of such earlier date), except in all cases where the failure of such representations and warranties to be so true and correct has not had or would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect, (ii) the Fundamental Representations and representations and warranties contained in the Rollover Agreement of Founder, Seller, TeleQuality Holdings and the Company that are qualified by "materiality", "Company Material Adverse Effect" or other similar qualifications shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties speak as of an earlier date in which case as of such earlier date) and (iii) the Fundamental Representations and the representations and warranties contained in the Rollover Agreement of Founder, Seller, TeleQuality Holdings and the Company that are not qualified by "materiality", "Company Material Adverse Effect" or other similar qualifications shall be the true and correct in all material respects as for the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representatives and warranties speak as of an earlier date in which case as of such earlier date).

(b) Covenants. Each of the covenants and agreements of Seller, TeleQuality Holdings and the Company set forth in this Agreement and the Rollover Agreement to be performed on or prior to the Closing shall have been duly performed in all material respects.

(c) Approvals. The filings, notices, approvals and consents and notices set forth in Section 7.2(c) of the Company Disclosure Schedule shall have been obtained, given or made and shall be in full force and effect.

(d) No Company Material Adverse Effect. No Company Material Adverse Effect shall have occurred since the date of this Agreement.

(e) Reorganization. The Reorganization shall have been effected in accordance with Exhibit H, as may be modified in accordance with Section 6.17.

(f) Rollover. The conditions of Parent to the Rollover Closing shall have been satisfied or, to the extent permitted by applicable Law, waived (other than those conditions that by their nature are to be satisfied by actions taken at the Rollover Closing, but which are capable of satisfaction if the Rollover Closing were to occur) at the Rollover Closing, in accordance with the Rollover Agreement.

7.3 Conditions to the Obligations of Seller, TeleQuality Holdings and the Company. The obligations of Seller, TeleQuality Holdings and the Company to effect the Closing is subject to the satisfaction (or waiver by Seller on behalf of itself, TeleQuality Holdings and the Company) prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement and the representations and warranties of Parent contained in the Rollover Agreement shall be true and correct in all respects (without giving effect to any limitation as to "materiality" or any similar limitation set forth therein) as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties speak as of an earlier date in which case as of such earlier date), except in all cases where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be likely to, individually or in the aggregate, materially impair or delay (i) Buyer's ability to effect the Closing, (ii)Parent's ability to effect the Rollover Closing, (iii) Buyer's ability to perform any other obligations of Buyer under this Agreement or (iv) Parent's ability to perform any other obligations of Parent under the Rollover Agreement.

(b) Covenants. Each of the covenants and agreements of Buyer set forth in this Agreement to be performed on or prior to the Closing and each of the covenants and agreements of Parent set forth in the Rollover Agreement to be performed on or prior to the Closing shall have been duly performed in all material respects.

(c) No Buyer Material Adverse Effect. No Buyer Material Adverse Effect shall have occurred since the date of this Agreement.

(d) Rollover. The conditions of Seller to the Rollover Closing shall have been satisfied or, to the extent permitted by applicable Law, waived (other than those conditions that by their nature are to be satisfied by actions taken at the Rollover Closing, but which are capable of satisfaction if the Rollover Closing were to occur) at the Rollover Closing, in accordance with the Rollover Agreement.

7.4 Conditions to the Obligations of the Parties in Respect of the California Closing. The obligations of the Parties to effect the California Closing are subject to the satisfaction (or waiver by Buyer, for itself and the Company, or by Seller, for itself and TeleQuality Holdings) prior to the California Closing of the following conditions:

(a) California Closing Approval or California License. The California Closing Approval shall have been obtained, given or made and shall be in full force and effect or the Company shall have obtained a California License pursuant to Section 6.20.

(b) No Injunction or Order. No court or other Government Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, determination, injunction or other Order (whether temporary, preliminary or permanent) that is in effect that restrains, enjoins or otherwise prohibits and no Government Entity shall have initiated, proposed or announced any such Law, determination, injunction or other Order that if successful would restrain, enjoin or otherwise prohibit the consummation of the California Closing or makes the consummation of the California Closing illegal.

ARTICLE 8
SURVIVAL; INDEMNIFICATION; CERTAIN REMEDIES

8.1 Survival.

(a) Each of the representations and warranties contained in this Agreement and the Rollover Agreement (other than the Fundamental Representations) shall survive until the expiration of the Escrow Period, and shall thereupon expire. The Fundamental Representations and the right to indemnification with respect to Indemnified Taxes shall survive until the third (3^{rd}) anniversary of the Closing Date and shall thereupon expire. Each of the covenants and agreements set forth in (i) this Agreement and the Rollover Agreement to be performed on or prior to the Closing shall expire on the first (1^{st}) anniversary of the Closing Date, (ii) this Agreement and the Rollover Agreement to be performed after the Closing that specifies a time period for survival shall survive for such time period and shall thereupon expire and (iii) this Agreement and the Rollover Agreement to be performed after the Closing that does not specify a time period for survival shall survive until the thirtieth (30^{th}) day following expiration of the applicable statute of limitations with respect to the subject matter of such covenant or agreement, and shall thereupon expire.

(b) No claim for indemnification may be asserted against Seller for breach of any representation, warranty, covenant or agreement of the Company, Founder, TeleQuality Holdings or Seller contained in this Agreement unless a Notice of Claim has been received by Seller prior to the date on which such representation, warranty, covenant or agreement expires as set forth in Section 8.1(a); and if a Notice of Claim has been received by Seller prior to such time, then the claim for indemnification with respect to the matters set forth in such Notice of Claim will survive until such later date as such claim for indemnification has been fully and finally resolved in accordance with this Article 8. No claim for indemnification may be asserted against Buyer for breach of any representation, warranty, covenant or agreement of Buyer under this Agreement unless a Notice of Claim has been received by Buyer prior to the date on which such representation, warranty, covenant or agreement expires as set forth in Section 8.1(a); and if

a Notice of Claim has been received by Buyer prior to the date on which such representation, warranty, covenant or agreement expires as set forth in Section 8.1(a), then the claim for indemnification with respect to the matters set forth in such Notice of Claim will survive until such later date as such claim for indemnification has been fully and finally resolved in accordance with this Article 8.

8.2 Indemnification of Buyer Indemnified Parties. Subject to Section 8.4, Section 8.10 and the other provisions of this Article 8, from and after the Closing, Buyer, its Affiliates (which, following the Closing, shall include the Company) and their respective directors, officers, managers, partners, employees and equityholders (collectively, the "***Buyer Indemnified Parties***") shall be indemnified, defended and held harmless by Seller from and against any and all Losses incurred by a Buyer Indemnified Party after the Closing based upon or resulting from or otherwise related to:

(a) any breach of any of the representations or warranties made by Seller, TeleQuality Holdings or Founder in Article 4, by the Company, TeleQuality Holdings or Seller in Article 3 or by Seller, TeleQuality Holdings or Founder in any Ancillary Agreement;

(b) any breach of any covenant or agreement made by the Company in this Agreement to be performed prior to the Closing;

(c) any breach of any covenant or agreement made by Seller, TeleQuality Holdings or Founder in this Agreement or any Ancillary Agreement;

(d) any Indemnified Taxes; or

(e) the Aviation Divestiture or the business or operations of Koxlien Aviation LLC (including any Losses related to the employment or termination of employment of any employees of the Company whose duties primarily related to the operation or maintenance of the aircraft of Koxlein Aviation LLC); *provided* that, to the extent that Koxlien Aviation LLC is subject to any contract or agreement with the Company or any of its Affiliates following the Closing, this clause (e) shall not apply to such Contract.

8.3 Indemnification of Seller Indemnified Parties. Subject to Section 8.4 and the other provisions of this Article 8, from and after the Closing, Seller, its Affiliates and each of their respective directors, officers, managers, partners, employees and equityholders (collectively, the "***Seller Indemnified Parties***"), shall be indemnified and harmless by Buyer from and against any and all Losses actually incurred by a Seller Indemnified Party after the Closing based upon or resulting from:

(a) any breach of any of the representations or warranties made by Buyer in Article 5 or by Buyer or Parent in any Ancillary Agreement; or

(b) any breach of any covenant or agreement made by Buyer or Parent in this Agreement or any Ancillary Agreement.

8.4 Limitations on Indemnification. The rights of the Buyer Indemnified Parties and the Seller Indemnified Parties to indemnification pursuant to the provisions of this Article 8 are subject to the following limitations:

(a) Notwithstanding the provisions of this Article 8, (i) no Buyer Indemnified Party shall be entitled to indemnification for any Losses under Section 8.2(a) (A) if the Losses associated with such claim are less than Twenty Thousand Dollars ($20,000) (the "***De Minimis Claim Amount***"), or (B) unless and until the aggregate amount of all such Losses incurred by the Buyer Indemnified Parties exceeds an amount equal to [redacted] Dollars ($[redacted]) (the "***Deductible Amount***"); *provided, however*, that from and after such time as the total amount of Losses actually incurred by the Buyer Indemnified Parties under Section 8.2(a) exceeds the Deductible Amount, the Buyer Indemnified Parties shall be entitled to indemnification under Section 8.2(a) only for the amount that exceeds the Deductible Amount (for the avoidance of doubt, Losses associated with any claim for which indemnification is unavailable hereunder solely by reason of the limitation described in the preceding clause (A) will not be counted towards determining if the Deductible Amount has been reached); *provided further, however*, that the Deductible Amount shall not apply to any indemnification claims made with respect to (or any Losses based upon, resulting from or related to any breach of) the Fundamental Representations of Seller, TeleQuality Holdings, the Company or Founder, (ii) in no event shall the aggregate indemnification under Section 8.2(a) exceed the Indemnity Escrow Amount (reduced by the amount of any other indemnification payments by Seller pursuant to this Article 8 prior to the time such indemnification is paid) (the "***Indemnification Cap***"), (iii) in no event shall the aggregate indemnification under Section 8.2(d) exceed [redacted] Dollars ($[redacted]) (reduced by the sum of (A) the amount of any other indemnification payments made by Seller pursuant to this Article 8 prior to the time such indemnification is paid and (B) the amount applied towards the Deductible Amount pursuant to this Article 8 prior to the time such indemnification is paid), (iv) in no event shall the aggregate indemnification under Section 8.2(b) exceed an amount equal to the sum of (A) the Indemnity Escrow Amount and (B) the Seller Note Amount (reduced by the amount of any other indemnification payments by Seller pursuant to this Article 8 prior to the time such indemnification is paid) and (v) in no event shall the aggregate indemnification under Section 8.2(c) or Section 8.2(e), after giving effect to any other indemnification payments by Seller pursuant to this Article 8 prior to the time such indemnification is paid, exceed the Purchase Price Cap, other than, with respect to any of the preceding clauses (i) through (v), in the event of Fraud.

(b) Notwithstanding the provisions of this Article 8, (i) no Seller Indemnified Party shall be entitled to indemnification for any Losses under Section 8.3(a) (A) if the Losses associated with such claim are less than the De Minimis Claim Amount or (B) unless and until the aggregate amount of all such Losses incurred by the Seller Indemnified Parties exceed the Deductible Amount; *provided, however*, that from and after such time as the total amount of Losses actually incurred by the Seller Indemnified Parties under Section 8.3(a) exceeds the Deductible Amount, the Seller Indemnified Parties shall be entitled to indemnification under Section 8.3(a) only for the amount that exceeds the Deductible Amount (for the avoidance of doubt, Losses associated with any claim for which indemnification is unavailable hereunder solely by reason of the limitation described in foregoing clause (A) will not be counted towards determining if the Deductible Amount has been reached); *provided further, however*, that the

Deductible Amount shall not apply to any indemnification claims made with respect to (or any Losses based upon, resulting from or related to any breach of) the Fundamental Representations of Buyer or Parent, (ii) in no event shall the aggregate indemnification under Section 8.3(a) (other than Fundamental Representations) exceed [redacted] Dollars ($[redacted]) (reduced by the amount of any other indemnification payments by Seller pursuant to this Article 8 prior to the time such indemnification is paid) and (iii) in no event shall the aggregate indemnification under Section 8.3(b) or with respect to the Fundamental Representations, after giving effect to any other indemnification payments by Buyer pursuant to this Article 8 prior to the time such indemnification is paid, exceed [redacted] Dollars ($[redacted]), other than, with respect to the preceding clauses (i) through (iii), in the event of Fraud.

(c) Notwithstanding anything to the contrary contained herein, but subject to Section 8.11, (i) the Buyer Indemnified Parties' sole recourse with respect to indemnifiable claims for Losses under Section 8.2 shall be to the amount then available with respect to such claim pursuant to Section 8.10 (it being understood and agreed for the avoidance of doubt that the foregoing shall in no way affect any Buyer Indemnified Party's ability to recover under the R&W Insurance Policy) and (ii) no Buyer Indemnified Party may make a claim against Seller under this Agreement or any Ancillary Agreement for any Losses other than Losses that are subject to indemnification pursuant to Section 8.2(a) through Section 8.2(e).

(d) For purposes of this Article 8, if any representation or warranty contained herein or in the Rollover Agreement is qualified by materiality, "Company Material Adverse Effect" or a derivative thereof, such qualification will be ignored and deemed not included in such representation or warranty for purposes of determining whether such representation or warranty has been breached, was misrepresented or is inaccurate and in calculating the amount of Losses with respect to such breach, misrepresentation or inaccuracy; *provided, however,* that any reference to materiality and/or "Company Material Adverse Effect" shall be given effect solely for purposes of (x) the defined term "Material Adverse Effect", (y) the definitions of "Material Contracts," "Material Customers," "Material Suppliers," "Related to the Business" and "Permitted Liens" and (z) solely with respect to determining whether such representation or warranty has been breached, was misrepresented or is inaccurate, the representations and warranties set forth in the last sentence of Section 3.7 (Financial Statements), Section 3.9 (Absence of Changes), Section 3.10(a) and the last sentence of Section 3.10(b) (Material Contracts), the first sentence of Section 3.13 (Permits), the first sentence of Section 3.16(a) (Employee Benefits), Section 3.16(b)(i) (Employee Benefits), Section 3.21(a) and (b) (Insurance), Section 3.25(c) (Transactions with Affiliates),the last sentence of Section 3(b)(viii) of the Rollover Agreement (Financial Statements), Section 3(b)(ix) of the Rollover Agreement (Absence of Changes) and Section 3(b)(xi) of the Rollover Agreement (Transactions with Affiliates).

(e) Notwithstanding anything to the contrary contained in this Agreement, no breach of any representation, warranty, covenant or agreement contained in this Agreement shall give rise to any right on the part of any Buyer Indemnified Party or any Seller Indemnified Party, after the consummation of the transactions contemplated hereby, to rescind this Agreement or any of the transactions contemplated hereby.

8.5 Indemnification Claim Procedure.

(a) Promptly after obtaining knowledge of any matter that a Buyer Indemnified Party or a Seller Indemnified Party, acting in good faith, reasonably believes entitles or will entitle such Buyer Indemnified Party or Seller Indemnified Party (in such capacity, an "***Indemnified Party***") to indemnification under this Article 8 from any Person who would be obligated to indemnify such Indemnified Party if the claim is indemnifiable hereunder (such obligated Person, the "***Indemnifying Party***"), such Indemnified Party shall promptly provide to Seller, if the Indemnified Party is a Buyer Indemnified Party, or to Buyer, if the Indemnified Party is a Seller Indemnified Party, notice describing the matter in reasonable detail based on the facts then known, including the nature of the claim, the basis for the indemnification obligation and the Losses (if then known and quantifiable) resulting therefrom (a "***Notice of Claim***") (it being understood and agreed that in no event shall the amount of the Losses (if any) set forth in a Notice of Claim restrict or limit the amount of the Indemnifiable Losses hereunder); *provided, however*, that the failure to timely provide a Notice of Claim hereunder shall not relieve any Indemnifying Party of the obligation to indemnify such Indemnified Party except to the extent that such Indemnified Party's failure to provide or delay in providing a Notice of Claim actually prejudices the Indemnifying Party's ability to defend against or contest or resolve such matter.

(b) For claims for indemnification under this Article 8 other than those relating to Third Party Claims, during the period of thirty (30) Business Days after delivery of the Notice of Claim, Seller, if the Indemnified Party is a Buyer Indemnified Party, or Buyer, if the Indemnified Party is a Seller Indemnified Party, may deliver to the Indemnified Party who delivered such Notice of Claim a response (a "***Response Notice***") in which Seller or Buyer, as the case may be, (i) agrees that the full amount of Losses stated in the Notice of Claim is owed to such Indemnified Party, (ii) agrees that part (but not all) of the amount of Losses stated in the Notice of Claim is owed to such Indemnified Party or (iii) asserts that no part of the amount of Losses stated in the Notice of Claim is owed to such Indemnified Party. Unless Seller or Buyer, as the case may be, agrees in such Response Notice that the full amount of Losses stated in the Notice of Claim is owed to such Indemnified Party, such Response Notice shall set forth, in reasonable detail, Seller's or Buyer's, as the case may be, objections to the claims and its basis for such objections. If Seller or Buyer, as the case may be, fails to provide such a Response Notice to the Indemnified Party who delivered the related Notice of Claim within such thirty (30) Business Day period, the applicable Indemnifying Parties shall be deemed to have objected to all of the claims set forth in the Notice of Claim and Seller or Buyer, as the case may be, or the Indemnified Party may thereafter pursue any legal remedies available to it with respect to the claims set forth in such Notice of Claim, subject, to the extent applicable, to the De Minimis Claim Amount, the Deductible Amount, the Indemnification Cap, the Purchase Price Cap and the other provisions of this Article 8. If Seller or Buyer, as the case may be, provides a Response Notice within such thirty (30) Business Day period and such Response Notice objects to any of the claims set forth in the Notice of Claim, the Indemnified Party and Seller or Buyer, as the case may be, shall negotiate the resolution of the claim(s) for a period of not less than thirty (30) Business Days after such Response Notice is delivered to such Indemnified Party, and any such discussions with respect thereto will (unless otherwise agreed by Buyer or Seller, as the case may be, and the Indemnified Party) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. If the Indemnified Party and Seller or Buyer, as the case may be, are unable to resolve all such claims within such time period, the Indemnified Party or Seller

or Buyer, as the case may be, may thereafter pursue any legal remedies available to it with respect solely to the unresolved claims, subject, to the extent applicable, to the De Minimis Claim Amount, the Deductible Amount, the Indemnification Cap, the Purchase Price Cap and the other provisions of this Article 8.

8.6 Third Party Claims.

(a) Seller, if the Indemnified Party is a Buyer Indemnified Party, or Buyer, if the Indemnified Party is a Seller Indemnified Party, shall have the right to assume and pursue the defense of any claim or Proceeding by a third party (a "***Third Party Claim***"), with counsel reasonably selected by it and reasonably acceptable to the Indemnified Party, upon written notification thereof to the Indemnified Party within twenty (20) Business Days after the Notice of Claim has been delivered to Seller or Buyer, as the case may be; *provided, however,* that the Indemnifying Party shall have an additional sixty (60) days after the delivery of such notice to irrevocably revoke its assumption and pursuance of a Third Party Claim if matters that solely become known to the Indemnifying Party during such period indicate that the Losses associated with the Third Party Claim would not, based on the advice of counsel, be indemnifiable Losses for which the Indemnified Party is entitled to indemnification under this Article 8 (and if the Indemnifying Party delivers a notice to assume and pursue a Third Party Claim but does not deliver a notice of such revocation during such sixty (60) day period, all Losses with respect to such Third Party Claim shall conclusively be deemed indemnifiable Losses hereunder and the Indemnifying Party shall be deemed to have irrevocably assumed the defense of such Third Party Claim on the terms and subject to the conditions set forth in this Section 8.6(a)). Notwithstanding anything to the contrary in this Section 8.6, but without limiting any of the other terms and conditions of this Section 8.6 to the extent not inconsistent with this sentence, during the period beginning on the date that the Indemnifying Party delivers written notice to the Indemnified Party to assume and pursue the defense of a Third Party Claim in accordance with this Section 8.6(a) until the earliest of the date that the Third Party Claim has been deemed to have been irrevocably assumed by the Indemnifying Party in accordance with the immediately preceding sentence, the date the Indemnifying Party revokes defense of the Third Party Claim in accordance with the immediately preceding sentence and the date the Indemnifying Party delivers a notice to the Indemnified Party that is irrevocably agrees that the applicable Indemnified Party(ies) shall have full indemnification rights hereunder with respect to any Losses arising from such Third Party Claim (subject to the limitations on indemnification contained in this Article 8), without any reservation of rights hereunder or otherwise (the "***Revocation Date***"), (i) the Indemnifying Party and the Indemnified Party will jointly participate in and control the defense and, if applicable, settlement and resolution of any such Third Party Claim, (ii) none of the Indemnifying Party or the Indemnified Party or any of their respective Representatives shall participate in any meeting, negotiation or discussion with any Government Entity or the opposing party(ies) in connection with such Third Party Claim without giving the Indemnifying Party or the Indemnified Party, as applicable, prior written notice of the meeting and a reasonable opportunity for it and its Representatives to attend such meeting (it being understood and agreed that in no event shall less than 24 hours' notice constitute a reasonable opportunity to attend; *provided, however*, that if a same-day meeting is ordered by any such Government Entity the Parties agree that less than 24 hours' notice shall be deemed reasonable so long as the notified Party uses commercially reasonable efforts, without prejudicing the Parties, to delay such meeting), (iii) any filings, notifications, requests for approvals or

authorizations or consents or waivers, analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted in connection with any Third Party Claims will be reviewed, consulted on and approved (such approval by the Indemnified Party not to be unreasonably withheld, conditioned or delayed) by both the Indemnifying Party and the Indemnified Party prior to being made or submitted (including by providing copies of all such documents to the Indemnifying Party and the Indemnified Party, as applicable, and their respective legal advisors prior to submission of such document) and (iv) in the event that the Indemnifying Party receives an offer to settle such Third Party Claim, the Indemnifying Party and the Indemnified Party shall negotiate in good faith to achieve a common approach as to the terms upon which to accept such settlement offer (provided that the Indemnified Party shall not be obligated to accept any terms and conditions that it would not otherwise be obligated to accept in a settlement pursuant to Section 8.7(c)). If the Indemnified Party does not receive a notification from Seller or Buyer, as the case may be, within such time period that it will assume the defense of a Third Party Claim, the Indemnifying Party revokes or, at any time after Seller or Buyer, as the case may be, has assumed the defense of a Third Party Claim if Seller or Buyer is determined by a court of competent jurisdiction to have failed to adequately perform or unreasonably delayed in performing its obligations to assume or pursue the defense of any such Third Party Claim (given the nature of the Third Party Claim), the Indemnified Party shall thereafter fully assume, commence and pursue its defense of such Third Party Claim on a timely and prudent basis (given the nature of the Third Party Claim) and reasonably promptly inform Seller or Buyer, as the case may be, of all material developments related thereto. Notwithstanding anything to the contrary in this Section 8.6, the Indemnifying Party shall not be entitled to assume or control the defense of a Third Party Claim and the Indemnified Party will be entitled to assume and control the defense of a Third Party Claim (at the sole cost and expense of the Indemnifying Party, subject to the limitations set forth herein) if (A) in the case of an Indemnified Party that is a Buyer Indemnified Party, the Losses related to or arising out of such Third Party Claim would be, as reasonably determined by such Buyer Indemnified Party, in an amount that exceeds two (2) times the amount for which Seller would be responsible under this Agreement (after taking into account any other indemnifiable or potentially indemnifiable Losses as of such date), in light of the limitations on indemnification contained herein, (B) the claim seeks non-monetary, equitable or injunctive relief or alleges a violation of criminal law or (C) the Indemnifying Party does not irrevocably agree in writing, as a condition precedent to assuming control of such defense, that the applicable Indemnified Party(ies) shall have full indemnification rights hereunder with respect to any Losses arising from such Third Party Claim (subject to the limitations on indemnification contained in this Article 8), without any reservation of rights hereunder or otherwise, unless the Indemnifying Party revokes the assumption and pursuance of a Third Party Claim in accordance with the first sentence of this Section 8.6(a).

(b) If Seller, if the Indemnified Party is a Buyer Indemnified Party, or Buyer, if the Indemnified Party is a Seller Indemnified Party, assumes the defense of a Third Party Claim, it shall thereafter reasonably promptly inform the Indemnified Party of all material developments related thereto. With respect to any Third Party Claim for which Seller or Buyer, as the case may be, has assumed the defense, the Indemnified Party shall have the right, but not the obligation, to participate, at its own cost and expense, in the defense of such Third Party Claim through legal counsel reasonably selected by it, but shall not assert or pursue, directly or through its counsel, any contrary or inconsistent defenses without the prior consent of Seller or Buyer, as the case may be (it being understood and agreed that the fees and expenses of legal

counsel incurred by an Indemnified Party prior to the time that Buyer or Seller, as the case may be, duly elects to assume the defense of such Third Party Claims shall be indemnifiable Losses hereunder to the extent such fees and expenses are incurred by reason of pursuing the defense of such Third Party Claim in good faith and the underlying claim is an indemnified claim), and *provided*, that if based on the advice of outside legal counsel to the Indemnified Party an irreconcilable conflict of interest arises out of the representation of the interests of the Indemnified Party by counsel selected by Seller or Buyer, as the case may be, or between the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be indemnified for the reasonable fees and expenses of its counsel (limited to one firm for all Indemnified Parties and, if applicable, one local counsel in each applicable jurisdiction for all Indemnified Parties) if and to the extent that the Indemnifying Party is required to indemnify the Indemnified Party for such Third Party Claim under this Agreement. Each of the Indemnified Party and the Indemnifying Party shall, and shall cause its Affiliates to, during normal business hours, upon reasonable notice, reasonably cooperate in all reasonable ways with, make its and their relevant files and records reasonably available for inspection and copying by, and, to the extent relevant and reasonably practicable, make its and their employees reasonably available to, and otherwise render commercially reasonable assistance to, in the case of the Indemnifying Party, the Indemnified Party, and, in the case of the Indemnified Party, the Indemnifying Party; *provided* that any such cooperation shall be at the sole cost and expense of the Indemnifying Party (subject to the limitations set forth herein) and neither the Indemnifying Party nor the Indemnified Party shall be required to provide any such cooperation that, based on the advice of outside legal counsel, would violate the terms of any Contract or Law (after considering in good faith any community of interest or joint defense arrangement proposed by the Indemnifying Party) or result in the waiver of attorney-client, work product or similar privileges (it being understood and agreed, however, that if the failure to provide any such cooperation will prejudice the ability of the Indemnifying Party to defend against such Third Party Claim, the right to indemnification pursuant to this Article 8 will be reduced to the extent the Losses of the Indemnified Party would have been avoided if such cooperation had been provided).

(c) If Seller, if the Indemnified Party is a Buyer Indemnified Party, or Buyer, if the Indemnified Party is a Seller Indemnified Party, (having assumed the defense of a Third Party Claim) or the Indemnified Party (having proceeded with its own defense of a Third Party Claim in accordance with this Section 8.6) proposes to settle or compromise such Third Party Claim, Seller or Buyer, as the case may be, or the Indemnified Party (as applicable), shall provide reasonably prompt notice to that effect (together with a reasonably detailed statement of the terms and conditions of such settlement or compromise and a copy of the settlement agreement and such other related documents as the Indemnified Party reasonably requests) to Seller or Buyer, as the case may be, or to the Indemnified Party (as applicable), which notice shall be provided a reasonable time prior to the proposed time for effecting such settlement or compromise, and may not affect any such settlement or compromise without the prior consent of Seller or Buyer, as the case may be, or the Indemnified Party (as applicable), which consent shall not be unreasonably withheld, delayed or conditioned. If (i) Seller, if the Indemnified Party is a Buyer Indemnified Party, or Buyer, if the Indemnified Party is a Seller Indemnified Party, provides any such notice, (ii) the related settlement or compromise offer provides for a legally binding, full, unconditional and irrevocable release of the Indemnified Party from any and all Liability in respect of such Third Party Claim and does not purport to limit or restrict the business or operations of the Indemnified Party in any material manner or require future

payments or actions by the Indemnified Party (other than ongoing obligations of confidentiality and non-disparagement), (iii) the related settlement or compromise offer does not require the payment of money by the Indemnified Party, (iv) does not contain an admission of wrongdoing or Liability on behalf of any Indemnified Party and (v) the Indemnified Party fails to provide, in a reasonably timely manner, its consent to such settlement or compromise, then notwithstanding anything to the contrary in this Article 8, the Indemnifying Party shall be entitled to settle or compromise the Third Party Claim without the prior written consent of the Indemnifying Party.

8.7 Calculation of Losses.

(a) Recourse Against Insurance. The amount of any claim for indemnification by any Buyer Indemnified Party pursuant to this Article 8 shall be reduced to reflect any insurance proceeds (less any fees, costs and expenses actually incurred in recovering such amount, including any increase in premium or retention) (other than proceeds under the R&W Insurance Policy) recoverable by and actually paid to any Buyer Indemnified Party with respect to the matter giving rise to such claim; *provided* that in no event shall any indemnification payment be delayed in anticipation of the receipt of any such insurance proceeds. Buyer agrees to, and to cause its Affiliates (including the Company, following the Closing) to (a) in good faith seek recovery of all insurance proceeds (other than proceeds under the R&W Insurance Policy) from insurers that would, pursuant to the underlying terms of the insurance policy, cover the underlying Losses with respect to all Losses with respect to which any Buyer Indemnified Party makes a claim for indemnification pursuant to this Article 8 and (b) keep Seller reasonably informed of all material matters related thereto. To the extent that Buyer or any of its Affiliates (including the Company, following the Closing) actually receives any amount under insurance coverage (other than proceeds under the R&W Insurance Policy) with respect to a matter for which it has previously received payment in indemnification pursuant to this Article 8, Buyer shall, as soon as reasonably practicable after the receipt of such insurance proceeds, pay and reimburse to the Escrow Agent (if such reimbursement is to be delivered during the Escrow Period) or to Seller (if such reimbursement is to be delivered after the end of the Escrow Period), for any prior indemnification payment (up to the amount of such insurance proceeds, less any retroactive premium adjustments attributable thereto and any other fees, costs and expenses incurred in recovering such amounts).

(b) Recourse Against Third Parties. The amount of any claim for indemnification by any Buyer Indemnified Party pursuant to this Article 8 shall be reduced to reflect any amounts recoverable by and actually paid to any Buyer Indemnified Party from any third party (less any fees, costs and expenses incurred in recovering such amount) (other than an insurer, which shall be governed by Section 8.7(a)) with respect to the matter giving rise to such claim; *provided* that in no event shall any indemnification payment be delayed in anticipation of the receipt of any such amounts. For the avoidance of doubt, other than to the extent provided in Section 8.7(a), under no circumstances will Buyer or any other Buyer Indemnified Party be under any obligation to seek recovery from any third party with respect to any Losses for which any Buyer Indemnified Party makes a claim for indemnification pursuant to this Article 8 or otherwise. To the extent that Buyer or any of its Affiliates (including the Company, following the Closing) actually receives any amount from a third party with respect to a matter for which it has previously received payment in indemnification pursuant to this Article 8, Buyer shall, as soon as reasonably practicable after the receipt of such amounts, reimburse to the Escrow Agent

(if such reimbursement is to be delivered during the Escrow Period) or to Seller (if such reimbursement is to be delivered after the Escrow Period), for any prior indemnification payment (up to the amount of such recovered amounts, less any fees, costs and expenses incurred in recovering such amounts).

(c) Waiver of Certain Damages. Notwithstanding anything to the contrary in this Article 8 or elsewhere in this Agreement, in no event shall any Indemnified Party be entitled to receive indemnification under this Article 8 for exemplary or punitive damages; *provided, however*, that this limitation shall not apply if, and solely to the extent that, such Indemnified Party is seeking to obtain through indemnification reimbursement of Losses resulting from an award in a Third Party Claim against such Indemnified Party of exemplary or punitive damages.

(d) Mitigation of Damages. Subject to the second sentence of Section 8.7(b), each Indemnified Party shall be required to use commercially reasonable efforts to mitigate, to the fullest extent reasonably practicable, the amount of any Losses for which a claim for indemnification is or can be made by such Indemnified Party pursuant to this Article 8.

(e) No Double Recovery. Notwithstanding anything to the contrary elsewhere in this Agreement, (i) the Buyer Indemnified Parties' rights to indemnification pursuant to this Article 8 on account of any Losses will be reduced to the extent (A) any reserve reflected in the Company's financial statements is established for the general category of items or matters similar in nature to the specific items or matters giving rise to such Loss and (B) such Loss is expressly included in the final calculation of Current Liabilities in the Final Closing Statement (and thereby reduces the Purchase Price) and (ii) any Loss for which any Buyer Indemnified Party or Seller Indemnified Party is entitled to indemnification under this Article 8 shall be determined without duplication of recovery by reason of the state of facts giving rise to such Loss constituting a breach of more than one representation, warranty, covenant or agreement (it being understood and agreed that the foregoing shall not restrict the Indemnified Party from making a claim under one or more provisions of this Agreement or otherwise limit the amount of recovery to which an Indemnified Party is entitled hereunder, except to the extent any such recovery is duplicative). Conversely, to the extent any indemnifiable Loss has been incurred that has been applied against the Deductible Amount or is subject to a claim for indemnification by the Buyer Indemnified Parties pursuant to this Article 8, the effect of such Loss shall not be included in the determination of Net Working Capital or for purposes of any other adjustment pursuant to Section 2.6 with respect to Closing Cash, Net Working Capital, Company Closing Indebtedness or Transaction Expenses, as applicable.

8.8 Tax Treatment of Indemnity Payments. The Parties agree to treat any indemnity payment made pursuant to this Article 8 as an adjustment to the purchase price for federal, state, local and foreign income Tax purposes to the extent permitted by applicable Law.

8.9 Subrogation. Subject to the rights of the insurer under the R&W Insurance Policy, upon making any payment for Losses of an Indemnified Party under this Article 8 (as opposed to payment vis-à-vis release of funds from the Indemnity Escrow Account), the Indemnifying Party will, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any insurance carrier or any third party general contractor, subcontractor or builder engaged by or on behalf of the Company in the buildouts of

telecommunications networks (but no other Person) with respect to the Loss for which the payment relates. In addition to any other obligation under this Agreement, the Indemnified Party agrees to duly execute and deliver, upon request of the Indemnifying Party, all instruments reasonably necessary to evidence and perfect such subrogation rights granted pursuant to this Section 8.9.

8.10 Source of Recovery.

(a) Any valid indemnification claims brought by any of the Buyer Indemnified Parties pursuant to Section 8.2(a) shall be paid first from the Indemnity Escrow Funds in the Escrow Account, if any, in accordance with the Escrow Agreement, and Buyer and Seller shall promptly cause such payment to be delivered to such Buyer Indemnified Party under the terms of the Escrow Agreement. Once the Escrow Account is depleted, the Buyer Indemnified Parties shall have no further rights to indemnification under Section 8.2(a) (it being understood and agreed for the avoidance of doubt that the foregoing shall in no way affect any Buyer Indemnified Party's ability to recover under the R&W Insurance Policy).

(b) Any valid indemnification claims brought by any of the Buyer Indemnified Parties pursuant to Section 8.2(b) shall be satisfied (i) first, out of the Indemnity Escrow Funds in the Escrow Account, if any, in accordance with the Escrow Agreement, and Buyer and Seller shall promptly cause such payment to be delivered to such Buyer Indemnified Party under the terms of the Escrow Agreement, (ii) second, by Seller directly in cash by wire transfer of immediately available funds within ten (10) Business Days after it is finally determined that such indemnifiable Losses are due to any Buyer Indemnified Party(ies) and (iii) third, in Buyer's sole discretion, to the extent Seller fails to satisfy indemnifiable Losses pursuant to the preceding clause (ii) within such ten (10) Business Day period, by offsetting such indemnifiable Losses against the amounts outstanding under the Seller Note. For the avoidance of doubt, Buyer's right to offset any amounts against the Seller Note pursuant to the preceding clause (iii) shall not, subject to the limitations contained in this Article 8 (including the final sentence of this Section 8.10(b)), relieve Seller of its obligation to satisfy such indemnifiable Losses in cash pursuant to the preceding clause (ii) (x) unless and until Buyer actually offsets any such indemnifiable Losses pursuant to the preceding clause (iii) and (y) to the extent that such indemnifiable Losses actually offset by Buyer are insufficient to satisfy the full amount of the indemnifiable Losses with respect to such indemnification claim(s). Once the amounts referred to in this Section 8.10(b), after giving effect to any other amounts paid by Seller to satisfy indemnification claims under the other provisions of Section 8.2, equal, in the aggregate, the sum of the Indemnity Escrow Amount and the Seller Note Amount, the Buyer Indemnified Parties shall have no further rights to indemnification under Section 8.2(b).

(c) Any valid indemnification claims brought by any of the Buyer Indemnified Parties pursuant to Section 8.2(c) or 8.2(e) shall be satisfied, (i) first, out of the Indemnity Escrow Funds in the Escrow Account, if any, in accordance with the Escrow Agreement, and Buyer and Seller shall promptly cause such payment to be delivered to such Buyer Indemnified Party under the terms of the Escrow Agreement, (ii) second, by Seller directly in cash by wire transfer of immediately available funds within ten (10) Business Days after it is finally determined that such indemnifiable Losses are due to any Buyer Indemnified Party(ies) and (iii) third, in Buyer's sole discretion, to the extent Seller fails to satisfy such

indemnifiable Losses pursuant to the preceding clause (ii) within such ten (10) Business Day period, (A) by offsetting such indemnification Losses against the amount outstanding under the Seller Note or (B) by offsetting such indemnifiable Losses against any distribution otherwise payable or any future distribution to Seller or any of its Permitted Transferees (as defined in the A&R Parent LLC Agreement) under the A&R Parent LLC Agreement. For the avoidance of doubt, Buyer's right to offset any such indemnifiable Losses against any amount outstanding under the Seller Note and/or any distributions under the A&R Parent LLC Agreement pursuant to the preceding clause (iii) shall not, subject to the limitations contained in this Article 8 (including the final sentence of this Section 8.10(c)), relieve Seller of its obligation to satisfy such indemnifiable Losses in cash pursuant to the preceding clause (ii) (x) unless and until Buyer actually offsets any amounts pursuant to clause (iii) of this Section 8.10(c) and (y) to the extent that such amounts actually offset by Buyer are insufficient to satisfy the full amount of indemnifiable Losses with respect to such indemnification claim(s). Once the amounts referred to in this Section 8.10(c), after giving effect to any other amounts paid by Seller to satisfy indemnification claims under the other provisions of Section 8.2, equal, in the aggregate, the Purchase Price Cap, the Buyer Indemnified Parties shall have no further rights to indemnification under Section 8.2(c) or Section 8.2(e).

(d) Any valid indemnification claims brought by any of the Buyer Indemnified Parties pursuant to Section 8.2(d) shall be paid (i) first, (A) if such amount is covered by the R&W Insurance Policy (without giving effect to the retention amount or policy limit thereunder) out of the Indemnity Escrow Funds in the Escrow Account, if any, in accordance with the Escrow Agreement, (ii) second, (A) if such amount is not covered by the R&W Insurance Policy (without giving effect to the retention amount or policy limits thereunder) or (B) if and to the extent the amount to be paid exceeds the amount referred to in the preceding clause (i), by Seller directly in cash by wire transfer of immediately available funds within ten (10) Business Days after it is finally determined that such indemnifiable Losses are due to any Buyer Indemnified Party(ies) and (iii) third, in Buyer's sole discretion, to the extent Seller fails to satisfy indemnifiable Losses pursuant to the preceding clause (ii) within such ten (10) Business Day period, by offsetting such indemnifiable Losses against the amounts outstanding under the Seller Note. For the avoidance of doubt, Buyer's right to offset any amounts against the Seller Note pursuant to the preceding clause (iii) shall not, subject to the limitations contained in this Article 8 (including the final sentence of this Section 8.10(d)), relieve Seller of its obligation to satisfy such indemnifiable Losses in cash pursuant to the preceding clause (ii) (x) unless and until Buyer actually offsets any such indemnifiable Losses pursuant to the preceding clause (iii) and (y) to the extent that such indemnifiable Losses actually offset by Buyer are insufficient to satisfy the full amount of the indemnifiable Losses with respect to such indemnification claim(s). Once the amounts referred to in this Section 8.10(d), together with (A) any other amounts paid by Seller to satisfy indemnification claims under the other provisions of Section 8.2 and (B) any other amounts applied (or that would be applied if claimed) towards the retention amount under the R&W Insurance Policy pursuant to this Article 8, equal, in the aggregate, [redacted] Dollars ($[redacted]), the Buyer Indemnified Parties shall have no further rights to indemnification under Section 8.2(d).

(e) Any cash payments required to made pursuant to this Section 8.10 shall be, unless otherwise expressly set forth in this Section 8.10, made by wire transfer of

immediately available funds within five (5) Business Days after it is determined pursuant to this Article 8 that any amount is due to any Buyer Indemnified Parties hereunder, which payment will be to such account as the Buyer Indemnified Parties may designate reasonably in advance of such payment. Any actions necessary to promptly satisfy the indemnification claims in accordance with this Section 8.10 shall be taken by Seller and/or its Affiliates within five (5) Business Days after it is determined pursuant to this Article 8 that any amount is due to any Buyer Indemnified Parties hereunder (including, in the case of a release from the Indemnity Escrow Funds, delivery of a joint written release to the Escrow Agent). Any valid indemnification claims brought by any of the Seller Indemnified Parties pursuant to Section 8.3 shall be paid by Buyer by wire transfer of immediately available funds within five (5) Business Days after it is determined pursuant to this Article 8 that any amount is due to any Seller Indemnified Parties hereunder, which payment will be to such account as the Seller Indemnified Parties may designate reasonably in advance of such payment.

8.11 Exclusive Remedy.

(a) Each Party hereby acknowledges and agrees that prior to the Closing, (i) neither Buyer nor Parent shall have any right or remedy to take any action in respect of, and Seller, TeleQuality Holdings, the Company, the Company's Subsidiary and their respective Affiliates, Representatives and equityholders shall have no liability to Buyer or Parent in respect of, any breach by the Company, TeleQuality Holdings or Seller of any representations, warranties, covenants or agreements contained in this Agreement, and (ii) Seller, TeleQuality Holdings, the Company (prior to the Closing) and Founder shall have no right or remedy to take any action in respect of, and neither Buyer nor Parent shall have any liability to Seller, TeleQuality Holdings, the Company, the Company's Subsidiary and their respective Affiliates, Representatives and equityholders in respect of, any breach by Buyer or Parent of any representations, warranties, covenants or agreements contained in this Agreement or the Rollover Agreement except, in each case, (A) to terminate this Agreement pursuant to Section 9.1, in which event the Company, Seller and Buyer shall thereupon only have liability with respect thereto as provided for in Section 9.2 and Section 9.3 or (B) to seek specific performance pursuant to Section 10.15 for injunctive relief.

(b) Except as set forth in Section 8.11(d), but subject to Section 10.21, notwithstanding anything to the contrary in this Agreement or otherwise (i) following the Closing, none of Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder) shall have any liability of any kind to Buyer or any other Buyer Indemnified Party, subject only to the Buyer Indemnified Parties' ability to bring indemnification claims pursuant to this Article 8 payable solely in accordance with Section 8.10 and subject to the other limitations set forth in this Article 8, which shall be the sole and exclusive remedy of the Buyer Indemnified Parties for breach of any representations and warranties or covenants and agreements or other obligations of the Company, TeleQuality Holdings, Founder or Seller contained in this Agreement and the Ancillary Agreements and (ii) Buyer, on behalf of itself and all other Buyer Indemnified Parties, hereby irrevocably waives any right to any other remedy following the Closing, whether for any breach of any representations and warranties and covenants and agreements of the Company, TeleQuality Holdings, Founder or Seller contained in this Agreement or the Ancillary Agreements or otherwise with respect to this Agreement, the Ancillary Agreements or the

transactions contemplated hereby or thereby. Without limiting the generality of the preceding sentence of this Section 8.11(b), but subject to Section 8.11(d) and the rights of indemnification provided in this Article 8, the rights and claims waived by Buyer and the other Buyer Indemnified Parties pursuant to the immediately preceding sentence of this Section 8.11(b) include claims for contribution or other rights of recovery arising out of or relating to any Environmental Law (whether now or hereinafter in effect), claims for fraud (whether intentional, reckless, negligent, constructive or otherwise, except for Fraud as expressly provided for in, and as limited by, Section 8.11(d)), breach of contract, breach of representations and warranties, misrepresentation (whether intentional, reckless, negligent or otherwise), negligence, gross negligence, willful misconduct and all other claims, whether based in contract, tort, breach of duty or otherwise. Buyer hereby unconditionally and irrevocably waives, for itself and for each of the other Buyer Indemnified Parties, any rights of set-off, netting, offset (except with respect to the Seller Note or distributions under the A&R Parent LLC Agreement or return of the Parent LLC Equity Interests, in each case as expressly provided in Section 8.10), recoupment or similar rights that any of the Buyer Indemnified Parties has or may have with respect to any payments to be made by Buyer or its Affiliates or any other Buyer Indemnified Party pursuant to this Agreement or any Ancillary Agreement or, solely with respect to amounts payable by Seller under this Agreement, the Related Agreements or any other Contract with TeleQuality Holdings, Founder or Seller.

(c) Except as set forth in Section 8.11(d), notwithstanding anything to the contrary in this Agreement or otherwise (i) following the Closing, Buyer shall not have any liability of any kind to Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder) or any other Seller Indemnified Party, subject only to the Seller Indemnified Parties' ability to bring indemnification claims pursuant to this Article 8 payable solely in accordance with Section 8.10 and subject to the other limitations set forth in this Article 8, which shall be the sole and exclusive remedy of the Seller Indemnified Parties for breach of any representations and warranties or covenants and agreements or other obligations of Buyer contained in this Agreement and (ii) Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder), on behalf of themselves and all other Seller Indemnified Parties, hereby irrevocably waive any right to any other remedy following the Closing, whether for any breach of any representations and warranties and covenants and agreements of Buyer contained in this Agreement or otherwise with respect to this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Without limiting the generality of the preceding sentence of this Section 8.11(c), but subject to Section 8.11(d) and the rights of indemnification provided in this Article 8, the rights and claims waived by Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder) and the other Seller Indemnified Parties pursuant to the immediately preceding sentence of this Section 8.11(c) include claims for contribution or other rights of recovery arising out of or relating to any Environmental Law (whether now or hereinafter in effect), claims for fraud (whether intentional, reckless, negligent, constructive or otherwise, except for Fraud as expressly provided for in, and as limited by, Section 8.11(d)), breach of contract, breach of representations and warranties, misrepresentation (whether intentional, reckless, negligent or otherwise), negligence, gross negligence, willful misconduct and all other claims, whether based in contract, tort, breach of duty or otherwise. Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder) each

hereby unconditionally and irrevocably waive, for itself and for each of the other Seller Indemnified Parties, any rights of set-off, netting, offset, recoupment or similar rights that any of the Seller Indemnified Parties has or may have with respect to any payments to be made by Seller, TeleQuality Holdings, their respective Affiliates or any of their respective Representatives or equityholders (including Founder) or any other Seller Indemnified Party pursuant to this Agreement or any Ancillary Agreement or, solely with respect to amounts payable by Buyer or Parent under this Agreement, the Related Agreements or any other Contract with Buyer or Parent or, solely with respect to amounts payable by Buyer or Parent under this Agreement, the Related Agreements or any other Contract with Buyer or Parent.

(d) Notwithstanding the foregoing, Section 8.11(b) and Section 8.11(c) shall not apply to (i) any liability to pay adjustments to Closing Cash, Company Closing Indebtedness, Transaction Expenses or Net Working Capital under Section 2.6, (ii) specific performance or injunctive relief for post-Closing covenants in accordance with Section 10.15, (iii) any obligation or claim arising under the express terms and conditions of any Related Agreement or any other Contract, in each case which survives the Closing (but, for the avoidance of doubt, excluding this Agreement and the Ancillary Agreements) or (iv) any claim for Fraud, *provided, however*, that (A) no claim with respect to Fraud by the Company shall be brought by Buyer or Parent or any other Buyer Indemnified Party against any Person other than Seller, TeleQuality Holdings or Founder, (B) no claim with respect to Fraud by Buyer or Parent shall be brought by Seller, TeleQuality Holdings or Founder or any other Seller Indemnified Party against any Person other than Buyer or Parent and (C) if a claim for Fraud is made, then the party prevailing with respect to such claim shall be entitled to reimbursement from the other party for all reasonable, documented and out-of-pocket third party fees and expenses (including reasonable, documented and out-of-pocket attorneys' and accountants' fees and court costs) incurred by such prevailing party with respect to such claim and any Proceeding with respect thereto. With respect to the preceding clause (B), the Person alleging Fraud shall be deemed to prevail with respect to such claim if a court of competent jurisdiction under Section 10.10 determines by a final non-appealable Order of such court that the other Person against when Fraud is alleged has committed Fraud, and the Person defending such claim shall be deemed to prevail in all other circumstances.

(e) Each Party hereto acknowledges that the agreements contained in this Section 8.11 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Parties hereto would not enter into this Agreement.

8.12 R&W Insurance. Notwithstanding anything herein to the contrary, all claims by Buyer Indemnified Parties shall be asserted and resolved in compliance with the procedures set forth in the R&W Insurance Policy. Any objections by the provider under the R&W Insurance Policy for any indemnification claim brought by a Buyer Indemnified Party, as well as the resolution of any disputes related thereto, shall also proceed in accordance with the procedures set forth in the R&W Insurance Policy. The R&W Insurance Policy will include a prohibition of subrogation against Seller, TeleQuality Holdings, their respective Affiliates and Founder (other than, from and after the Closing, the Company) except in the case of Fraud.

ARTICLE 9
TERMINATION

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

(a) by written agreement of Buyer, Seller, TeleQuality Holdings, Founder and the Company;

(b) by either Buyer or the Company, effective upon written notice of such termination to the other Party, if the Closing shall not have occurred on or prior to February 10, 2018 (the "***Termination Date***"); *provided, however*, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to the Company or Buyer if its breach (or in the case of the Company, Seller's breach) of any provision of this Agreement shall have caused, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(c) By either the Company or Buyer, effective upon written notice of such termination to the other Party, if any Law (including any Order) which makes the consummation of the transactions contemplated by this Agreement illegal shall be in effect and shall have become final and non-appealable;

(d) By the Company, effective upon written notice of such termination to Buyer, if (i) there shall have been a breach in any material respect of any representation and warranty of Buyer in this Agreement, (ii) there shall have been a breach in any material respect of any representation and warranty of Parent in the Rollover Agreement, (iii) Buyer shall not have performed or complied in any material respect with any covenant or agreement of Buyer contained in this Agreement or (iv) Parent shall not have performed or complied in any material respect with any covenant or agreement of Parent contained in the Rollover Agreement, in each case such that the conditions set forth in Section 7.3(a) or Section 7.3(b) (as applicable) would then be incapable of being satisfied and such breach shall not have been remedied by the earlier of (A) within thirty (30) days after receipt by Buyer of a notice in writing from the Company specifying the breach and requesting that it be remedied and (B) the Termination Date; *provided, however*, that the Company shall not be entitled to terminate this Agreement pursuant to this clause Section 9.1(d) at any time during which the Company, Founder, TeleQuality Holdings or Seller would be unable to satisfy the conditions in Section 7.2(a) or Section 7.2(b);

(e) By Buyer, effective upon written notice of such termination to the Company, if (i) there shall have been a breach in any material respect of any representation and warranty of the Company, Founder, TeleQuality Holdings or Seller in this Agreement or the Rollover Agreement or (ii) the Company, Founder, TeleQuality Holdings or Seller shall not have performed or complied in any material respect with any covenant or agreement of the Company, Founder, TeleQuality Holdings or Seller contained in this Agreement or the Rollover Agreement, in each case such that the conditions set forth in Section 7.2(a) or Section 7.2(b) would then be incapable of being satisfied and such breach shall not have been remedied by the earlier of (A) within thirty (30) days after receipt by the Company of a notice in writing from Buyer specifying the breach and requesting that it be remedied and (B) the Termination Date; *provided, however*, that Buyer shall not be entitled to terminate this Agreement pursuant to this clause Section 9.1(e)

at any time during which Buyer would be unable to satisfy the conditions in Section 7.3(a) or Section 7.3(b); or

(f) By the Company if (i) all of the conditions set forth in Article 7 have been satisfied or, to the extent permitted by applicable Law, waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but which shall then be capable of satisfaction if the Closing Date were the date of such termination), (ii) Seller, TeleQuality Holdings and the Company have irrevocably confirmed in writing to Buyer that Seller, TeleQuality Holdings and the Company are ready, willing and able to consummate the transactions contemplated by this Agreement and (iii) Buyer fails to consummate the Closing on the latest of (x) the fifth (5th) Business Day following Buyer's receipt of the notification from Seller, TeleQuality Holdings and the Company pursuant to the preceding clause (ii), or (y) the date the Closing should have occurred pursuant to Section 2.2, and Seller, TeleQuality Holdings and the Company stood ready, willing and able to consummate the Closing throughout such period.

9.2 Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of Section 9.1, this Agreement shall become void and have no effect, without any Liability to any Party, any Affiliates of such Party or any of the Representatives or equityholders of such Party in respect hereof, except that, subject to Section 9.3:

(a) any such termination shall not affect the Parties' respective rights and obligations under Section 6.14 (regarding public announcements), this Section 9.2, Section 9.3, Article 10 or the Confidentiality Agreement, all of which shall survive such termination (together with any related definitional provisions set forth in Article 1); and

(b) if such termination results from the (i) willful or intentional breach by a Party of a covenant or agreement set forth in this Agreement or (ii) willful or intentional breach by a Party of any of its representations and warranties set forth in this Agreement, such Party shall be fully liable for any and all Losses incurred or suffered by the other Parties as a result of such failure or breach;

provided, however, that no Party shall have any Liability arising from any failure or breach referred to in the preceding clause (b) unless such Party shall have received written notice of a claim therefor from another Party within thirty (30) days after the termination of this Agreement describing in reasonable detail the failure or breach and the Losses resulting therefrom, to the extent known and, thereafter, such liability shall have been either agreed upon in writing by the Parties or determined by a court of competent jurisdiction.

9.3 Reverse Termination Fee.

(a) In the event that this Agreement is terminated (i) by Seller pursuant to Section 9.1(d) or Section 9.1(f), or (ii) by Buyer pursuant to Section 9.1(b), if at the time of such termination by Buyer, Seller would have been able, upon notice to Buyer, to terminate this Agreement pursuant to Section 9.1(f), then Buyer shall, within five (5) Business Days thereof, pay or cause to be paid to the Company or its designee a fee in an amount equal to [redacted] Dollars ($[redacted]) (the "***Reverse Termination Fee***") in cash by

wire transfer of immediately available funds to an account designated in writing by the Company.

(b) Each of the Parties acknowledges and agrees that (i) the agreements contained in this Section 9.3 are an integral part of the Agreement and the transactions contemplated hereby and that, without these agreements, the Parties would not enter into this Agreement and (ii) in light of the difficulty of accurately determining actual losses or damages with respect to the foregoing, the Parties acknowledge that the Reverse Termination Fee, in the circumstances in which such fee becomes payable, constitutes a reasonable estimate of the Losses and other Liabilities that will be suffered by reason of any such termination of this Agreement and constitutes liquidated damages and is not a penalty. For the avoidance of doubt, the Parties acknowledge and agree that in no event shall Buyer be required to pay, or cause to be paid, the Reverse Termination Fee on more than one occasion. Subject to Section 9.3(d) and Section 10.15, in the event that the Reverse Termination Fee is payable to the Company pursuant to this Section 9.3, the Company's right to receive payment of the Reverse Termination Fee, shall be the sole and exclusive remedy for any and all Losses and other Liabilities suffered or incurred by Seller, TeleQuality Holdings, Founder, the Company, any other Seller Indemnified Party and any Related Persons of any of the foregoing (the "***Seller Related Parties***") in connection with this Agreement (and the actual or purported termination hereof) and the other Ancillary Agreements, the Related Agreements and the transactions contemplated hereby or thereby (and the abandonment thereof), the Debt Financing or any matter forming the basis for such termination. Subject to Section 9.3(d) and Section 10.15, in the event that the Reverse Termination Fee is payable hereunder, none of Buyer, the Debt Financing Sources, any other potential financing sources, or any of their respective former, current or future direct or indirect equityholders, controlling persons, stockholders, Representatives, assignees, heirs or successors or other Related Persons of any of the foregoing (the "***Buyer Related Parties***") shall have any Liability to the Seller Related Parties, and Seller Related Parties shall not have any rights or claims (whether at law or equity, in contract, in tort or otherwise) against the Buyer Related Parties, in each case, with respect to this Agreement, the other Ancillary Agreements, the Related Agreements, the Debt Commitment Letters, the Debt Financing or the failure of the Closing to occur, other than the obligation of Buyer to pay, or cause to be paid, the Reverse Termination Fee in accordance with this Section 9.3 and to thereafter comply with Section 6.14 and the Confidentiality Agreement.

(c) Notwithstanding anything to the contrary in this Agreement but subject to the last sentence of this Section 9.3(c) and Section 9.3(d), each of the Parties acknowledges that, if Buyer breaches this Agreement (including a failure to effect the Closing when required by Section 2.2) (whether willfully, intentionally, unintentionally or otherwise) or fails to perform hereunder (whether willfully, intentionally, unintentionally or otherwise), the Seller Related Parties' sole and exclusive remedies (whether at Law, in equity, in contract, in tort or otherwise) against any Buyer Related Party for any breach, Losses, Liabilities or failure to perform shall be for the Company to terminate this Agreement in accordance with Section 9.1(d) or Section 9.1(f) and for the Company to receive payment of the Reverse Termination Fee to the extent payable pursuant to Section 9.3(a). Seller, TeleQuality Holdings, Founder and the Company each agree, on behalf of himself or itself and the Seller Related Persons, that the maximum aggregate Liability of the Buyer for monetary damages shall be limited to an amount equal to the amount of the Reverse Termination Fee, and in no event shall Seller, TeleQuality Holdings, Founder or

the Company, on behalf of himself or itself or any other Person, seek to recover, directly or indirectly, nor shall Buyer be subject to Liability pursuant to this Agreement, any other Ancillary Agreement or otherwise in excess of, in the aggregate, the amount of the Reverse Termination Fee. In addition, none of the Buyer Related Parties will have any Liability to any Person whatsoever, including any Seller Related Party, relating to or arising out of this Agreement, the Debt Financing or in respect of any other document or theory of Law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at Law or equity, in contract, in tort or otherwise. For the avoidance of doubt, while the Company may pursue both a grant of specific performance in accordance with, and subject to the limitations set forth in, Section 10.15(b) and the payment of the Reverse Termination Fee under Section 9.3(a), under no circumstances shall the Company or any other Person be permitted or entitled to receive a grant of specific performance of the type contemplated by Section 10.15(b) if the Company has received payment of the Reverse Termination Fee. Payment of the Reverse Termination Fee, however, will not release Buyer from its obligations under the Confidentiality Agreement or Section 6.14 each of which will survive termination of this Agreement in accordance with its terms, and if Buyer fails to pay the Reverse Termination Fee when due, and, in order to obtain such payment Seller and/or the Company commences a Proceeding to obtain such payment, Buyer shall pay to the Company, together with the Reverse Termination Fee (i) interest on the Reverse Termination Fee from the date that the Reverse Termination Fee is payable pursuant to Section 9.3(a) until paid at the rate per annum equal to the prime lending rate prevailing during such period as published by the Wall Street Journal plus four percent (4%) and (ii) the reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Company and/or Seller in connection with such proceeding (and for the avoidance of doubt any such interest or expense reimbursement will be in addition to the amount of the Reverse Termination Fee set forth in Section 9.3(a)).

(d) Acknowledgement Regarding Specific Performance. Notwithstanding anything to the contrary herein, it is agreed that Seller, TeleQuality Holdings and/or the Company may be entitled to an injunction, specific performance or other equitable relief as provided in, and subject to the limitations of, Section 10.15, except under no circumstances will Seller, TeleQuality Holdings and/or the Company be permitted or entitled to receive both specific performance of the type contemplated by Section 10.15 and the Reverse Termination Fee.

(e) Notwithstanding anything to the contrary contained in this Agreement, (i) none of the Seller Related Parties shall have any rights or claims against any Debt Financing Source, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise and (ii) no Debt Financing Source shall have any liability (whether in contract, in tort or otherwise) to any Seller Related Party for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby,

whether at law or equity, in contract, in tort or otherwise. Notwithstanding anything to the contrary contained in this Agreement, each of the Parties hereto: (A) agrees that, except as specifically set forth in the Debt Commitment Letter, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction and (B) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation (whether in law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby. Notwithstanding anything to the contrary contained in this Agreement, this Section 9.3(e) may not be waived or amended without the prior written consent of the Debt Financing Sources.

ARTICLE 10
MISCELLANEOUS

10.1 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed using certified or registered mail with postage prepaid, return receipt requested, (c) sent by next day or overnight mail or delivery using a nationally recognized overnight courier service or (d) by electronic transmission, provided that, in the case of delivery via electronic transmission, the Person giving such notice, request, demand, waiver or other communication shall also provide such notice, request, demand, waiver or other communications via any of the other means of delivery set forth in this Section 10.1 as of the date of such electronic transmission, as follows:

if to Buyer:

Education Networks of America, Inc.
618 Grassmere Park Drive, Suite 12
Nashville, TN 37211
Attention: Rex Miller; Kitty Conrad
Email: rex@ena.com; kconrad@ena.com

with a copy (which shall not constitute notice, request, demand, waiver or other communication to Buyer) to:

ZM Capital Management, L.L.C.
19 West 44th Street, 18th Floor
New York, NY 10036
Attention: Andrew Vogel
Email: vogel@zmclp.com

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Leo M. Greenberg, P.C.
Email: lgreenberg@kirkland.com

if to Seller, TeleQuality Holdings, Founder or, prior to the Closing, the Company:

Timothy Koxlien
24715 Fairway Springs
San Antonio, TX 78260
Email: tim@telequality.com

with a copy (which shall not constitute notice, request, demand, waiver or other communication to the Company) to:

Goodwin Procter LLP
901 New York Avenue
Washington, DC 20001
Attention: Jay Schifferli
Email: jschifferli@goodwinlaw.com

A Party may designate a new address to which communications shall thereafter be delivered by providing written notice to that effect to the other Parties. Each communication delivered in the manner described in this Section 10.1 shall be deemed to have been provided, received and become effective for all purposes at the time it shall have been delivered to the addressee as indicated by the return receipt (if transmitted by mail), electronic confirmation of receipt (if sent by electronic transmission) or the affidavit or receipt of the messenger (if transmitted by personal delivery or courier service); *provided, however*, that in the case of delivery by electronic transmission, such communication shall be deemed to have been provided, received and become effective (x) with respect to the party delivering such electronic transmission for all purposes at the time it shall have been delivered to the addressee as indicated by the electronic communication of receipt and (y) with respect to the party receiving such electronic transmission for all purposes at the time the alternative delivery mechanism referred to in Section 10.1(d) is deemed delivered pursuant to the provisions of this Section 10.1 applicable to such alternative means of delivery.

10.2 Amendment; Waiver. No purported amendment or modification to any provision of this Agreement shall be binding upon the Parties unless each of the Parties has executed and delivered to the others a written instrument which states that it constitutes an amendment or modification (as applicable) to this Agreement and specifies the provision(s) that are being amended or modified (as applicable).

10.3 Waiver. During the period from the signing of this Agreement through the Closing or the termination of this Agreement in accordance with Article 9, no purported waiver of any provision of this Agreement shall be binding upon (a) the Company, Seller, TeleQuality Holdings or Founder unless such Party has executed and delivered to Buyer a written instrument

which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived or (b) Buyer unless Buyer has executed and delivered to the Company a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. After the Closing, no purported waiver of any provision of this Agreement shall be binding upon (i) Seller, TeleQuality Holdings or Founder unless such Party has executed and delivered to Buyer a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived or (ii) Buyer or the Company unless such Party has executed and delivered to Seller a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Any such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a Party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver of any right, power or remedy of a Party shall be deemed to be a waiver of any other right, power or remedy of such Party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy. After the Closing, no purported waiver of any provision of Section 6.12, Article 8, Section 9.3, Section 10.5, Section 10.21 or Section 10.16 shall be effective against a Person who is an intended third party beneficiary of such provision, as described in Section 10.5, unless such Person has duly executed and delivered to Buyer a written instrument which states that it constitutes a waiver of one or more provisions of Section 6.12, Article 8, Section 9.3, Section 10.5, Section 10.21 or Section 10.16, as applicable, and specifies the provision(s) that are being waived, which waiver shall be effective only to the extent specifically set forth in such written instrument.

10.4 Assignment; Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of Law or otherwise, (i) by Buyer or, after the Closing, the Company without the prior written consent of Seller or (ii) by Seller, Founder, TeleQuality Holdings or, prior to the Closing, the Company without the prior written consent of Buyer; *provided, however*, that Buyer may (i) assign any or all of its rights under this Agreement to one or more direct or indirect wholly-owned Subsidiaries of Parent or, following the Closing, to any third party who purchases all or substantially all of the equity interests or assets of Buyer, and (ii) collaterally assign any or all of its rights to any of its financing sources; *provided further*, that any such assignment by Buyer shall not relieve Buyer of its obligations hereunder except to the extent performed. Any purported assignment or delegation by any Party of this Agreement or any of the rights or obligations hereunder in violation of this Section 10.4 will be null and void.

10.5 Third Party Beneficiaries. No Person other than the Parties is, is intended to be, or shall be a beneficiary of this Agreement, other than (a) any successors and permitted assigns of the Parties under Section 10.4, who are intended third party beneficiaries of this Agreement, (b) the Indemnified Directors or Officers, who are intended third party beneficiaries of Section 6.12 and shall have the right to enforce their rights under Section 6.12, (c) the Buyer Indemnified Parties and the Seller Indemnified Parties, who are intended third-party beneficiaries of Article 8

and shall have the right to enforce their rights Article 8, (d) the Persons referred to in Section 10.16, who are intended third-party beneficiaries of Section 10.16 and shall have the right to enforce their rights under Section 10.16, (e) the Buyer Related Parties, who are intended third-party beneficiaries of Section 9.3 and shall have the right to enforce their rights under Section 9.3, and (f) the Released Parties, who are intended third-party beneficiaries of Section 10.22, and shall have the right to enforce their rights under Section 10.22.

10.6 Entire Agreement. This Agreement (including the exhibits and schedules referred to herein), and the Confidentiality Agreement constitute the entire agreement, and supersede all of the previous or contemporaneous Contracts, representations, warranties and understandings (whether oral or written), by or among the Parties with respect to the subject matter hereof, including any letter of intent, exclusivity agreement, term sheet or memorandum of terms entered into or exchanged by the Parties. The exhibits and schedules specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

10.7 Expenses. Except as otherwise specifically provided for in this Agreement, Buyer, on the one hand, and the Company, Founder, TeleQuality Holdings and Seller, on the other hand, shall each bear their respective expenses, costs and fees (including attorneys', auditors' and financing fees, if any) incurred in connection with this Agreement and the transactions contemplated hereby, including the preparation, execution and delivery of this Agreement and compliance herewith, regardless of whether or not the Closing is consummated.

10.8 Schedules. The Parties acknowledge and agree that any exception to a representation and warranty of the Company contained in Article 3 of this Agreement that is disclosed in any section of the Company Disclosure Schedule under the caption referencing such representation and warranty shall be deemed to also be an exception to each other representation and warranty of the Company contained in Article 3 of this Agreement to the extent that it would be reasonably apparent on the face of such exception (and without reference to the underlying document) that such exception is applicable to such other representation and warranty. Certain information set forth in the Company Disclosure Schedule is included therein solely for informational purposes and may not be required to be disclosed pursuant to this Agreement, and the disclosure of any information shall not be deemed to constitute an acknowledgment or admission that such information is required to be disclosed in connection with the representations and warranties made by the Company in this Agreement or that it is material, nor shall such information be deemed to establish a standard of materiality.

10.9 Governing Law. THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS HEREUNDER AND ALL DISPUTES AND PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (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.

10.10 Consent to Jurisdiction, etc.

(a) EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS ASSETS AND PROPERTIES, TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE STATE OF DELAWARE AND ANY APPELLATE COURT THEREFROM (collectively, the "***Delaware Courts***"), IN ANY PROCEEDING (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS AMONG THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING, AND EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DELAWARE COURTS. EACH OF THE PARTIES AGREES THAT A FINAL JUDGMENT IN ANY SUCH PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY PROCEEDING (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS AMONG THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING IN ANY OF THE DELAWARE COURTS. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH PROCEEDING IN ANY OF THE DELAWARE COURTS.

(c) EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10.11 Waiver of Jury Trial.

(a) EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS AMONG THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT, ADVISOR OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) SUCH PARTY MAKES SUCH WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATION IN THIS SECTION 10.11.

10.12 Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each of the Parties at such time as counterparts hereto shall have been executed and delivered by all of the Parties, regardless of whether all of the Parties have executed the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission (including pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.13 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14 Severability. Subject to Section 6.11(d), if any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to such Parties provided by, such provision or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

10.15 Remedies.

(a) Each of the Parties acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, subject to Section 9.3 and Section 10.15(b), the rights and obligations of the Parties shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction under Section 10.10, and appropriate injunctive relief shall be granted in connection therewith, without the necessity of posting a bond or other security or proving irrevocable harm and without

regard to the adequacy of any remedy at law. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

(b) Notwithstanding anything in Section 10.15(a) or otherwise in this Agreement to the contrary, it is explicitly agreed that the Company (on behalf of Seller, TeleQuality Holdings and Founder, and no other Party) shall be entitled to an injunction or injunctions and/or specific performance to specifically enforce Buyer's obligations to effect the Closing on the terms and conditions set forth in this Agreement if and only if (i) all of the conditions set forth in Article 7 have been satisfied or, to the extent permitted by applicable Law, waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but which are capable of satisfaction if a Closing were to occur), (ii) Seller, TeleQuality Holdings and the Company have irrevocably confirmed in writing to Buyer that Seller, TeleQuality Holdings and the Company are ready, willing and able to consummate the transactions contemplated by this Agreement, (iii) the Debt Financing has been funded in accordance with the terms of thereof, the Debt Financing Sources have irrevocably indicated to Buyer in writing that the Debt Financing will be funded at the Closing in accordance with the terms thereof, (iv) Buyer has failed to consummate the Closing on the latest of (x) the fifth (5th) Business Day following Buyer's receipt of the notification from Seller, TeleQuality Holdings and the Company pursuant to the preceding clause (ii) and (y) the date the Closing should have occurred pursuant to Section 2.2, and (v) Seller, TeleQuality Holdings and the Company stood ready, willing and able to consummate the Closing throughout the five-day period set forth in the preceding clause (x) or during the period beginning on the date it gave notice pursuant to clause (ii) and ending as of the date referred to in the preceding clause (y), as applicable. For the avoidance of doubt, in no event shall Seller, TeleQuality Holdings, the Company or any other Person be entitled to enforce or seek to enforce in any manner Buyer's obligations to consummate the transactions contemplated this Agreement if the Debt Financing has not been (or will not be) funded.

10.16 Limitations on Other Recourse. This Agreement may only be enforced against, and any claim, action, suit or other Proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the Persons that are expressly named as the Parties. No past, present or future Affiliate, Representative or equityholder of any Party, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party under this Agreement or for any claim or action based upon, resulting from, in connection with or relating to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, except for the obligations of the Company, Founder, TeleQuality Holdings and Seller under this Agreement, effective upon the Closing each Representative of the Company, TeleQuality Holdings and Seller and their respective Representatives and equityholders (other than Seller in its capacity as an equityholder in the Company) shall be unconditionally and irrevocably released from any and all claims, costs, Liabilities, Losses and Proceedings based upon, resulting from, relating to or in connection with any matter for which Buyer and the other Buyer Indemnified Parties are precluded from claiming indemnification pursuant to the terms and conditions of Article 8.

10.17 Conflicts and Privilege.

(a) Each of the Parties acknowledges and agrees, on its own behalf and on behalf of its Representatives, Affiliates and equityholders, that Goodwin Procter LLP ("***Goodwin***") has acted as counsel to the Company, Seller, TeleQuality Holdings and Founder, including in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby (the "***Engagement***"). Buyer hereby consents and agrees to, and agrees to cause the Company to consent and agree to after the Closing, Goodwin representing after the Closing Seller, TeleQuality Holdings, their respective Affiliates and their respective Representatives and equityholders (including Founder) in connection with any matters relating to this Agreement or the transaction contemplated hereby, including with respect to disputes in which the interests of Seller, TeleQuality Holdings, their respective Affiliates and their respective Representatives and equityholders (including Founder) may be directly adverse to Buyer and its Affiliates and their respective Representatives (including the Company), or may be handling ongoing matters for the Company. Buyer (on behalf of itself and its Affiliates, including, after the Closing, the Company) hereby (i) waives any claim it or they have or may have that Goodwin has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that such a dispute arises after the Closing between Buyer, any of its Affiliates (including the Company) or any of their respective Representatives or equityholders, on the one hand, and Seller, TeleQuality Holdings, their respective Affiliates and their respective Representatives and equityholders (including Founder) on the other hand, in connection with any matters relating to the Agreement or the transactions contemplated hereby, Goodwin may represent Seller, its Affiliates and any such Representatives and equityholders (including Founder) in such dispute even though the interests of such Person(s) may be directly adverse to Buyer, its Affiliates (including the Company) or any of their respective Representatives or equityholders and even though Goodwin may have represented any of such Persons in a matter substantially related to such dispute. Buyer further consents and agrees to, and agrees to cause the Company to consent and agree to after the Closing, the communication by Goodwin to Seller, TeleQuality Holdings, their respective Affiliates and their respective Representatives and equityholders (including Founder) in connection with any such representation of any fact known to Goodwin arising by reason of Goodwin's prior representation of the Company in conjunction with the Engagement. In connection with the foregoing, Buyer hereby irrevocably waives and agrees not to assert, and agrees to cause its Affiliates, including, after the Closing, the Company, to irrevocably waive and not to assert after the Closing, any conflict of interest arising from or in connection with (A) Goodwin's prior representation of the Company and (B) Goodwin's representation of Seller, TeleQuality Holdings, their respective Affiliates and their respective Representatives and equityholders (including Founder) prior to and after the Closing.

(b) Buyer further agrees, on behalf of itself and its Affiliates, including, after the Closing, the Company, and its and their respective Representatives and equityholders, that all communications prior to the Closing in any form or format whatsoever between or among any of Goodwin, Seller, its Affiliates (including the Company and TeleQuality Holdings) their respective Representatives and equityholders (including Founder) that relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement (collectively, the "***Deal Communications***") shall be deemed to be retained and owned by Seller, shall be controlled by

Seller, and shall not pass to or be claimed by Buyer or any of its Affiliates (including the Company after the Closing). All Deal Communications that are attorney-client privileged (the "***Privileged Deal Communications***") shall remain privileged after the Closing and the privilege and the expectation of client confidence relating thereto shall belong solely to Seller, shall be controlled by Seller and shall not pass to or be claimed by Buyer or any of its Affiliates (including the Company after the Closing). Notwithstanding the foregoing, in the event that a dispute arises between Buyer or the Company, on the one hand, and a third party other than Seller, its Affiliates (including TeleQuality Holdings) or their respective Representatives or equityholders (including Founder), on the other hand, Buyer or the Company may assert the attorney-client privilege to prevent the disclosure of the Privileged Deal Communications to such third party; *provided, however*, that none of Buyer or any of its Affiliates (including the Company after the Closing) may waive such privilege without the prior written consent of Seller (such consent not to be unreasonably withheld, confined or delayed). In the event that Buyer or any of its Affiliates (including the Company after the Closing) is legally required by Order or applicable Law to produce a copy of all or a portion of the Deal Communications, Buyer shall promptly (and, in any event, within two (2) Business Days of becoming aware of such requirement), to the extent permitted by such Order and applicable Law, notify Seller in writing (including by making specific reference to this Section 10.17(b)) so that Seller can seek a protective order and Buyer agrees to use all commercially reasonable efforts (at the sole cost an expense of Seller) to assist therewith. To the extent that files or other materials maintained by Goodwin constitute property of its clients, only Seller shall hold such property rights and Goodwin shall have no duty to reveal or disclose any such files or other materials or any Deal Communications by reason of any attorney-client relationship between Goodwin, on the one hand, and the Company, on the other hand. In furtherance of the foregoing, it shall not be a breach of any provision of this Agreement if prior to the Closing, Seller, TeleQuality Holdings, the Company, its Subsidiary or any of their respective Representatives takes any action to protect from access or remove from the premises of the Company (or any offsite back-up or other facilities) any Deal Communications, including without limitation by segregating, encrypting, copying, deleting, erasing, exporting or otherwise taking possession of any Deal Communications. In the event that any copy, backup, image, or other form or version or electronic vestige of any portion of such Deal Communication remains accessible to or discoverable or retrievable by Buyer or any of its Affiliates (including the Company after the Closing) (each, a "***Residual Communication***"), Buyer agrees that it will not, and that it will cause its Affiliates (including the Company after the Closing), and their respective Representatives not to use or attempt to use any means to access, retrieve, restore, recreate, unarchive or otherwise gain access to or view any Residual Communication for any purpose.

10.18 No Plan Amendments. Nothing in this Agreement shall be deemed to establish, terminate or constitute an amendment to any Benefit Plan or to any employee benefit plan of Buyer or any of its Affiliates.

10.19 Interpretation. Unless otherwise expressly specified in this Agreement:

(a) any reference to any Contract, instrument, statute, rule or regulation is a reference to it as amended and supplemented from time to time (and, in the case of a statute, rule or regulation, to any successor provision) (subject to, in the case of any Contract, any restrictions on amendments or supplementations set forth herein);

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(c) references herein to any gender include each other gender;

(d) the terms "dollars" and "$" means the lawful currency of the United States;

(e) references herein to any Article, Section, Subsection, Exhibit or Schedule shall refer, respectively, to Articles, Sections, Subsections, Exhibits or Schedules of this Agreement;

(f) the words "hereof", "herein", and "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;

(g) references in this Agreement to "local time" shall mean the time in Washington, D.C.;

(h) references in this Agreement to a Person shall include the successors and assigns thereof and if such Person is an individual, the heirs, estate, beneficiaries, legaltees and legal representatives of such Person;

(i) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;

(j) The word "day" shall mean calendar day unless Business Day is expressly specified;

(k) The words "writing", "written" and comparable terms contained in this Agreement refer to printing, typing and other means of reproducing words (including electronic media) in visible form;

(l) Unless the context clearly indicates otherwise, the terms "provide," "provided," and "made available" and similar expressions (regardless of whether capitalized or not) shall mean, when used with reference to documents or other materials required to be provided or made available to Buyer, its Affiliates or any of their respective Representatives, any documents or other materials posted to the electronic data room located at <http://bankstreet.firmex.com> under the project name "TeleQuality Communications" as of 5:00 p.m., local Time, at least one (1) Business Day prior to the date hereof or, with respect to any document validly referred to in a Schedule Supplement in accordance with Section 6.8, as of 5:00 p.m. local time at least one (1) Business Day prior to the Closing; and

(m) The words "either," "or," "neither," "nor," and "any" are not exclusive.

10.20 Joint Negotiation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The Parties each hereby acknowledge that this Agreement reflects an agreement between sophisticated parties derived from arm's-length negotiations. Further, prior drafts of this Agreement or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

10.21 Founder Guarantee. Founder hereby absolutely, unconditionally and irrevocably guarantees to Buyer, and in the case of Article 8, the other Buyer Indemnified Parties, the full and punctual payment of all cash payment obligations that Seller is finally determined to owe to Buyer or any of the Buyer Indemnified Parties pursuant to Section 2.6 or Article 8 of this Agreement (in each case subject to the limitations set forth therein) or as a result of Fraud by the Company, TeleQuality Holdings or Seller (the "***Founder Guaranteed Obligations***"). The foregoing obligations of Founder constitute a continuing guarantee of payment or performance, as applicable, and are and shall continue to be absolute, irrevocable and unconditional under any and all circumstances, including circumstances which might otherwise constitute a legal or equitable discharge of a guarantor and including any amendment, extension, modification or waiver of any of the Founder Guaranteed Obligations, any insolvency or bankruptcy of Seller or any other Person or any assignment thereby, the existence of any claim, set off or other right that Founder may have at any time against any other Person, whether in connection with the Founder Guaranteed Obligations or otherwise, or the adequacy of any other means Buyer or, in the case of Article 8, any other Buyer Indemnified Party may have of obtaining payment of the Founder Guaranteed Obligations. This guaranty is one of payment, not collection, and a separate Proceeding or Proceedings may be brought and prosecuted against Founder to enforce this guaranty, irrespective of whether any Proceeding is brought against any other Person and whether any other Person is joined in any such Proceeding(s). Without limiting the generality of the foregoing, if Seller does not pay any portion of the Founder Guaranteed Obligations or otherwise is unable for any reason to pay any Founder Guaranteed Obligation as and when due, Founder shall make the payment required hereunder or otherwise cause such payment to be made within five (5) Business Days after the receipt by Founder of written notice from Buyer of such default, which shall include a demand for payment (a "***Payment Demand***"). A Payment Demand shall be in writing and shall reasonably specify what amount Seller has failed to pay, with a specific statement that Buyer is calling upon Founder to pay. Without limiting the generality of the foregoing, neither Buyer nor, in the case of Article 8, the other Buyer Indemnified Parties, need attempt to collect or cause the performance of any obligation guaranteed hereunder from any other Person other than Seller prior to enforcing its rights against Founder. Founder hereby waives (to the fullest extent permitted by applicable Law) notice of acceptance of this guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand or payment, protest, notice of dishonor or nonpayment, suit or taking of other Proceeding by Buyer or, in the case of Article 8, any other Buyer Indemnified Party against, or any other notice to, any Person liable therefor. The guarantee set forth in this Section 10.21 will

remain in full force and effect, and will be binding upon Founder, until all of the Founder Guaranteed Obligations have been satisfied in full.

10.22 Release. From and after the Closing, each of Seller, TeleQuality Holdings and Founder, on behalf of himself or itself and the Founder Related Persons (the "***Releasing Parties***") hereby fully, unconditionally and irrevocably releases and discharges Buyer, the Company, their respective Affiliates and the Representatives of Buyer and its Affiliates (collectively, the "***Released Parties***"), from any and all claims, demands, agreements, contracts, covenants, torts, liens, suits, actions, causes of action, contracts, debts, sums of money, commissions, damages, obligations, liabilities and rights whatsoever at law or in equity, whether known or unknown, suspected, or unsuspected, now existing or which may hereafter accrue (each, a "***Released Claim***") in favor of any Releasing Party against any of the Released Parties relating to, arising out of or in connection with any facts or circumstances relating to the Company, its Subsidiary and the business of the Company which existed on or prior to the Closing that is related to or arise out of such Releasing Party's prior relationship with the Company or its Subsidiary or his rights or status as an equityholder of Seller, whether known or unknown to such Releasing Party; *provided, however*, that the foregoing release shall not apply (and "Released Claim" shall not include) (i) any rights of any Releasing Party under this Agreement, any Ancillary Agreement or any Related Agreement, (ii) any rights of the Releasing Parties to indemnification as a director and/or officer, (iii) any rights of the Releasing Parties to any accrued and vested employee benefits under the terms of any Benefit Plans, (iv) the rights of any Releasing Party to any amounts in respect of any Related Party Arrangement to the extent such amounts are included among the Transaction Expenses or Current Liabilities in the Final Closing Statement and (v) to any Released Claim related to any employment agreement between the Company, on the one hand, and any such Releasing Party, on the other hand (including the Employment Agreement). Each of Founder and Seller, on behalf of himself or itself and his or its other Releasing Parties, irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Proceeding against any of the Released Parties, based upon any matter released hereby. Each of Founder and Seller, on behalf of himself or itself and his or its other Releasing Parties, represents and warrants that he or it has not assigned or transferred any interest in any Released Claim.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

THE COMPANY:

TELEQUALITY COMMUNICATIONS, INC.

By: _____
Name: Timothy Koxlien
Title: Chief Executive Officer

TELEQUALITY HOLDINGS:

TQCI HOLDINGS LLC

By: _____
Name: Timothy Koxlien
Title: President

SELLER:

TQCI HOLDCO, INC.

By: _____
Name: Timothy Koxlien
Title: President

FOUNDER, solely for purposes of Article 4, Section 6.11, Section 6.14, Section 6.15, Section 9.2, Section 9.3, Article 10 and Article 1 (to the extent related to the foregoing)

By: _____
Name: Timothy Koxlien

BUYER:

EDUCATION NETWORKS OF AMERICA, INC.

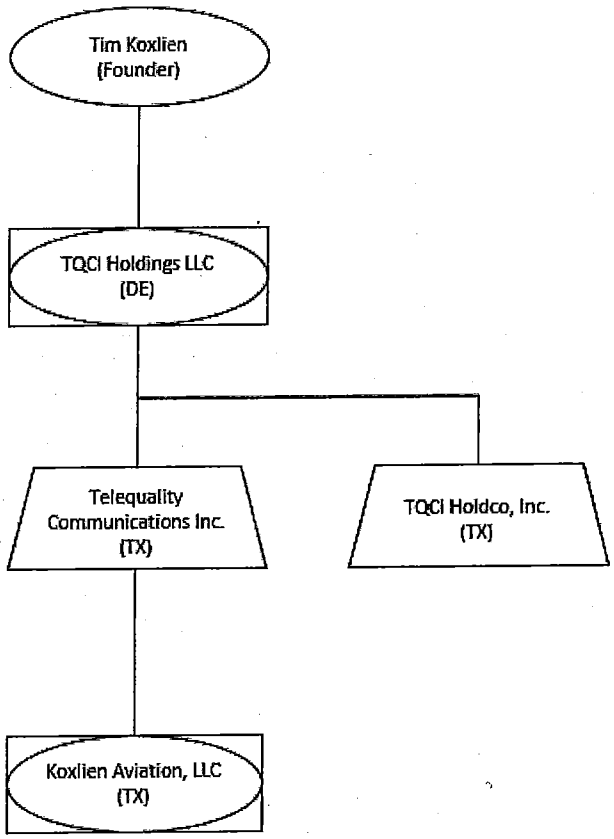
By: _____
Name: Kathryn G. Conrad
Title: General Counsel

Exhibit B

Organizational Charts Pre- and Post- Closing

Exhibit B

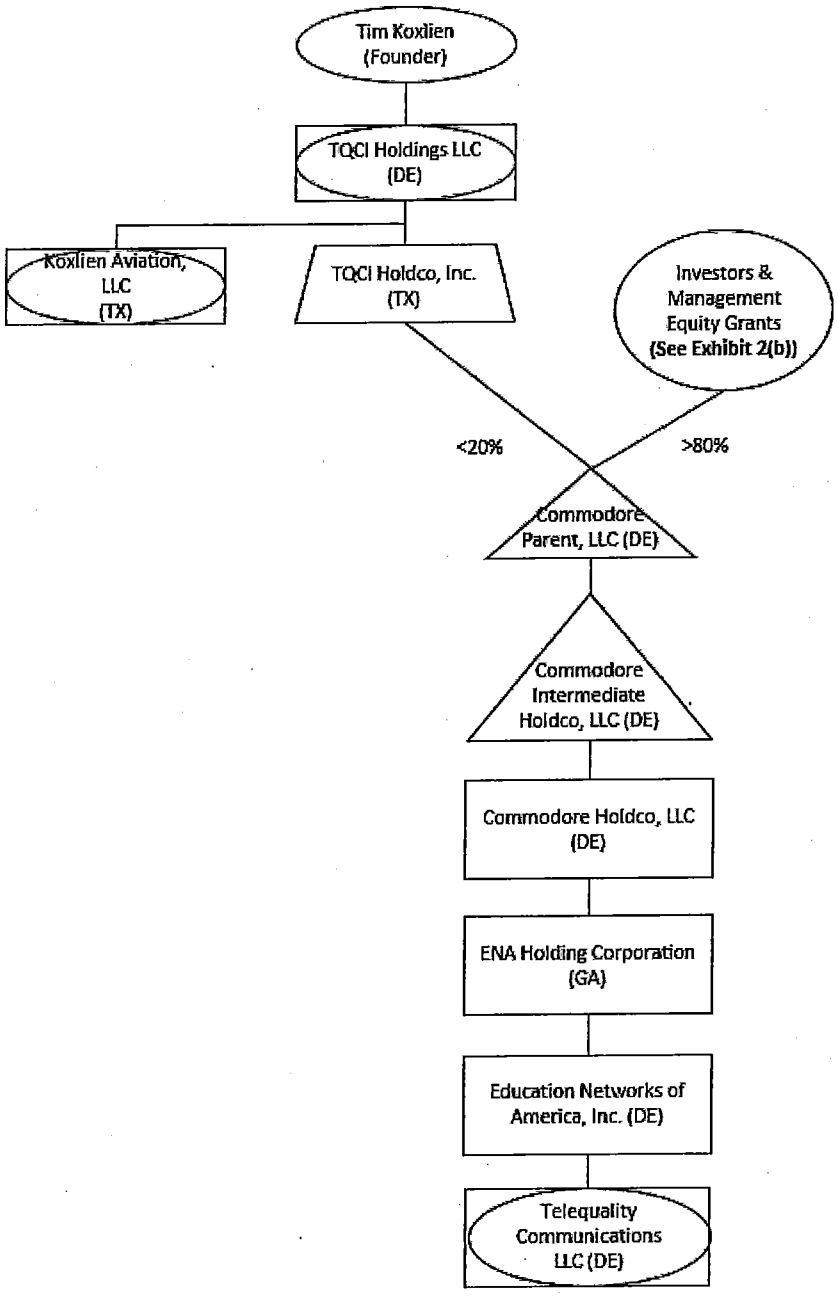
Pre-Closing Ownership Structure[2]



2 All ownership interests are 100 percent..

Exhibit B

Post-Closing Ownership Structure[3]



3 All ownership interests are 100% unless otherwise noted.

Exhibit C

Confidential financial exhibits – current balance sheet and income statement for three years. (Filed under seal along with a motion for confidential treatment).