

Flagged Clauses

Every contract term Jargonee recognized, how it was categorized, and exactly where it appeared for quick review.

AGREEMENT	FLAGGED CLAUSES	OCCURRENCES	CATEGORIES
Deterministic AI Review	128	405	20

CLAUSES OF RECORD

SHOWING 128 OF 128

- 01

merger - Assignment and control

35 occurrences · Paragraph 2 · characters 231–237

“..., for distribution to Kirkland & Ellis LLP, counsel to the Company AGREEMENT AND PLAN OF MERGER by and among MERIDIAN LEGAL AI, INC. (a Delaware corporation, “Parent”) LYRA MERGER SUB,...”
- 02

acquisition - Assignment and control

1 occurrence · Paragraph 3 · characters 6,800–6,811

“...nt liability in its entirety, and prepaid commissions, capitalized software, and contract acquisition costs shall be excluded from current assets. "Qualifying ARR" means annual recurring reve...”
- 03

assignment - Assignment and control

1 occurrence · Paragraph 3 · characters 33,417–33,427

“..., including any Earnout payment or escrow release, shall not bear interest. Section 10.5 Assignment. The Company may not assign this Agreement without Parent's prior written consent. Paren...”

04 successor - Assignment and control

1 occurrence · Paragraph 3 · characters 33,594–33,603

“...onsent. Parent may assign this Agreement, in whole or in part, to any affiliate or to any successor or financing source, without the consent of the Company or the Securityholders. Section 1...”

05 successor or financing source - Assignment and control

1 occurrence · Paragraph 3 · characters 33,594–33,623

“...onsent. Parent may assign this Agreement, in whole or in part, to any affiliate or to any successor or financing source, without the consent of the Company or the Securityholders. Section 10.6 Amendment; Noti...”

06 wholly owned subsidiary - Ownership and equity

3 occurrences · Paragraph 2 · characters 360–383

“...INC. (a Delaware corporation, “Parent”) LYRA MERGER SUB, INC. (a Delaware corporation and wholly owned subsidiary of Parent, “Merger Sub”) and LEXORA AI, INC. (a Delaware corporation, the “Company”) Date...”

07 subsidiary - Ownership and equity

4 occurrences · Paragraph 2 · characters 373–383

“...are corporation, “Parent”) LYRA MERGER SUB, INC. (a Delaware corporation and wholly owned subsidiary of Parent, “Merger Sub”) and LEXORA AI, INC. (a Delaware corporation, the “Company”) Date...”

08 stockholder - Ownership and equity

3 occurrences · Paragraph 3 · characters 1,520–1,532

“...ach determined that the Merger is advisable and in the best interests of their respective stockholders, and have approved this Agreement and the transactions contemplated hereby (the “Transact...”

09 capitalization - Ownership and equity

3 occurrences · Paragraph 3 · characters 5,017–5,031

“...he Company set forth in Section 4.1 (Organization), Section 4.2 (Authority), Section 4.3 (Capitalization), Section 4.4 (Title to Shares), Section 4.10 (Intellectual Property), Section 4.12 (Taxe...”

10 lockup - Ownership and equity

1 occurrence · Paragraph 3 · characters 10,161–10,168

“...-day volume-weighted average price as determined by Parent, and subject to a twelve-month lock-up and to Parent's right of repurchase upon any holder ceasing to be employed by the Survivi...”

11 repurchase - Ownership and equity

1 occurrence · Paragraph 3 · characters 10,194–10,204

“...e as determined by Parent, and subject to a twelve-month lock-up and to Parent's right of repurchase upon any holder ceasing to be employed by the Surviving Corporation for any reason; less...”

12 securityholder - Ownership and equity

34 occurrences · Paragraph 3 · characters 10,412–10,427

“...(d) the Adjustment Amount (if negative), less (e) any Permitted Leakage. In addition, the Securityholders may earn up to \$90,000,000 pursuant to the Earnout described in Section 3.4. Section 3.2...”

13 affiliate - Ownership and equity

3 occurrences · Paragraph 3 · characters 16,522–16,532

“...irrevocably releases Parent, Merger Sub, the Surviving Corporation, and their respective affiliates from any and all claims arising on or prior to the Closing, in any capacity, including an...”

14 **duly organized - Ownership and equity**

2 occurrences · Paragraph 3 · characters 17,727–17,741

“...curacy of any such representation or warranty. Section 4.1 Organization. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware. Section...”

15 **validly existing - Ownership and equity**

1 occurrence · Paragraph 3 · characters 17,743–17,759

“...ch representation or warranty. Section 4.1 Organization. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware. Section 4.2 Authority. T...”

16 **in good standing - Ownership and equity**

2 occurrences · Paragraph 3 · characters 17,765–17,781

“...arranty. Section 4.1 Organization. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware. Section 4.2 Authority. The Company has all req...”

17 **requisite corporate power and authority - Ownership and equity**

2 occurrences · Paragraph 3 · characters 17,868–17,907

“...ing under the laws of the State of Delaware. Section 4.2 Authority. The Company has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Transactions, subject to obta...”

18 **duly authorized and validly issued - Ownership and equity**

1 occurrence · Paragraph 3 · characters 18,173–18,207

“...tion of the Company is as set forth on Schedule 4.3, and all outstanding shares have been duly authorized and validly issued. Section 4.4 Title to Shares. Each Securityholder holds good and valid title to the sha...”

19 free and clear of all liens - Ownership and equity

1 occurrence · Paragraph 3 · characters 18,330–18,357

“...Each Securityholder holds good and valid title to the shares set forth opposite its name, free and clear of all liens. Section 4.10 Intellectual Property. The Company owns or has the valid right to use all...”

20 lien - Ownership and equity

1 occurrence · Paragraph 3 · characters 18,352–18,357

“...lds good and valid title to the shares set forth opposite its name, free and clear of all liens. Section 4.10 Intellectual Property. The Company owns or has the valid right to use all...”

21 appraisal rights - Ownership and equity

1 occurrence · Paragraph 3 · characters 26,054–26,070

“...and (e) holders of not more than two percent of the Company's shares shall have asserted appraisal rights. Section 7.2 Conditions to Obligations of the Company. The obligations of the Company t...”

22 capitalized terms - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 615–632

“...rger (this “Agreement”) is entered into by and among Parent, Merger Sub, and the Company. Capitalized terms used herein have the meanings set forth in Article I or as otherwise defined herein. RECI...”

23 for the avoidance of doubt - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 3,831–3,857

“...tory, and integration risk; market conditions; and Parent's overall strategic priorities. For the avoidance of doubt, this standard is satisfied so long as Parent does not act with the primary and exclusive...”

24 individually or in the aggregate - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 4,099–4,131

“...erse Effect" means any change, event, effect, development, condition, or occurrence that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, assets, lia...”

25 reasonably expected to occur - Boilerplate and interpretation

4 occurrences · Paragraph 3 · characters 4,145–4,167

“...development, condition, or occurrence that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, assets, liabilities, condition (financial or ot...”

26 actual or constructive knowledge - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 5,448–5,480

“...Representations in their entirety. "Knowledge" means (a) with respect to the Company, the actual or constructive knowledge of any director, officer, manager, or employee of the Company at the level of senior mana...”

27 constructive knowledge - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 5,458–5,480

“...tions in their entirety. "Knowledge" means (a) with respect to the Company, the actual or constructive knowledge of any director, officer, manager, or employee of the Company at the level of senior mana...”

28 due inquiry and investigation - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 5,608–5,637

“...employee of the Company at the level of senior manager or above, in each case after such due inquiry and investigation as a reasonably prudent person would undertake, and all knowledge that any such person wo...”

29 reasonably prudent person - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 5,643–5,668

“...el of senior manager or above, in each case after such due inquiry and investigation as a reasonably prudent person would undertake, and all knowledge that any such person would have obtained had such inqu...”

30 actual knowledge - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 5,809–5,825

“...erson would have obtained had such inquiry been made; and (b) with respect to Parent, the actual knowledge, without any duty of inquiry, of Parent's Chief Executive Officer and Chief Financial Off...”

31 without limitation - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 7,154–7,172

“...he Closing Date, as recognized under Parent's revenue recognition policies; and excludes, without limitation, renewals of pre-Closing contracts, expansion or upsell revenue, revenue from any product...”

32 waiver - Boilerplate and interpretation

3 occurrences · Paragraph 3 · characters 8,571–8,577

“...y by electronic exchange of documents on the third Business Day after the satisfaction or waiver of the conditions set forth in Article VII (other than conditions that by their nature ar...”

33 no force or effect - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 11,549–11,567

“...tion, and any acceleration provided under any Company plan or award agreement shall be of no force or effect and is hereby waived. Section 3.3 Purchase Price Adjustment. Not less than three Busine...”

34 in all material respects - Boilerplate and interpretation

5 occurrences · Paragraph 3 · characters 20,790–20,814

“...aries to, conduct its business only in the ordinary course consistent with past practice in all material respects, and shall not take any action outside the ordinary course without Parent's prior written...”

35 in writing - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 22,273–22,283

“...percent. Section 6.8 Employee Matters. (a) Prior to the Closing, Parent shall designate in writing those employees of the Company who shall continue employment with the Surviving Corporati...”

36 true and correct in all respects - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 25,331–25,363

“...the following conditions: (a) the representations and warranties of the Company shall be true and correct in all respects as of the Closing (without giving effect to any materiality or Company Material Adverse E...”

37 in accordance with their terms - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 26,842–26,872

“...and Section 4.18 shall survive for six years). The covenants of the Company shall survive in accordance with their terms. As provided in Article V, the representations and warranties of Parent and Merger Sub sh...”

38 governing law - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 31,408–31,421

“...fic performance and damages, against the Company. ARTICLE X — MISCELLANEOUS Section 10.1 Governing Law; Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of...”

39 entire agreement - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 32,201–32,217

“...liable for the Company's or the Securityholders' fees in any circumstance. Section 10.3 Entire Agreement; Non-Reliance. This Agreement, together with the schedules and exhibits, constitutes the...”

40 nonreliance - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 32,219–32,231

“...mpany's or the Securityholders' fees in any circumstance. Section 10.3 Entire Agreement; Non-Reliance. This Agreement, together with the schedules and exhibits, constitutes the entire agreem...”

41 reliance - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 32,223–32,231

“...y's or the Securityholders' fees in any circumstance. Section 10.3 Entire Agreement; Non-Reliance. This Agreement, together with the schedules and exhibits, constitutes the entire agreem...”

42 oral or written - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 32,437–32,452

“...supersedes all prior agreements, understandings, representations, and statements, whether oral or written. Each of the Company and the Securityholders acknowledges and agrees that, in entering in...”

43 expressly set forth - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 32,704–32,723

“...nce upon, any representation, warranty, projection, forecast, statement, or assurance not expressly set forth in Article V, including any statement, estimate, or assurance regarding the likelihood, a...”

44 amendment - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 33,698–33,707

“...inancing source, without the consent of the Company or the Securityholders. Section 10.6 Amendment; Notices; Counterparts. This Agreement may be amended only by a writing signed by Parent...”

45 counterparts - Boilerplate and interpretation

2 occurrences · Paragraph 3 · characters 33,718–33,730

“...hout the consent of the Company or the Securityholders. Section 10.6 Amendment; Notices; Counterparts. This Agreement may be amended only by a writing signed by Parent and the Company. Notic...”

46 executed in counterparts - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 33,902–33,926

“...y. Notices shall be given in writing as provided in Section 2.7(c). This Agreement may be executed in counterparts. Section 10.7 Securityholders' Representative. By approving this Agreement or accepting...”

47 in witness whereof - Boilerplate and interpretation

1 occurrence · Paragraph 3 · characters 34,340–34,358

“...’ Representative without any liability to any Securityholder. [Signature pages follow.] IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date...”

48 artificial intelligence - Data privacy and security

1 occurrence · Paragraph 3 · characters 809–832

“...ECITALS WHEREAS, the Company is a leading developer of deterministic and generative legal artificial intelligence software, and Parent wishes to acquire the Company and its business through the merger of...”

49 security incident - Data privacy and security

1 occurrence · Paragraph 3 · characters 19,506–19,523

“...rotection and privacy laws and with its published privacy policies, and has experienced no security incident. This representation is a Fundamental Representation in its entirety. Section 4.20 No Br...”

50 earnout - Mergers and transactions

22 occurrences · Paragraph 3 · characters 1,272–1,279

“...the Closing, and intends to reward their continued contribution through the post-Closing Earnout and a dedicated retention program, each as described herein; WHEREAS, the respective boar...”

51 adjustment - Mergers and transactions

10 occurrences · Paragraph 3 · characters 2,330–2,340

“...efinitions are equally applicable to the singular and plural forms of the terms defined. "Adjustment Amount" means the amount, which may be a positive or negative number, equal to the Closin...”

52 closing net working capital - Mergers and transactions

4 occurrences · Paragraph 3 · characters 2,424–2,451

“...stment Amount" means the amount, which may be a positive or negative number, equal to the Closing Net Working Capital minus the Target Net Working Capital, as finally determined pursuant to Section 3.3. "Clo...”

53 material adverse effect - Mergers and transactions

6 occurrences · Paragraph 3 · characters 3,997–4,020

“...s not act with the primary and exclusive purpose of avoiding an Earnout payment. "Company Material Adverse Effect" means any change, event, effect, development, condition, or occurrence that, individuall...”

54 closing consideration - Mergers and transactions

11 occurrences · Paragraph 3 · characters 7,564–7,585

“...,000. "Transaction Multiple" means 7.5x, representing the revenue multiple implied by the Closing Consideration. Other capitalized terms, including “Accounting Principles,” “Closing,” “Closing Date,” “...”

55 escrow - Mergers and transactions

18 occurrences · Paragraph 3 · characters 7,711–7,717

“...“Accounting Principles,” “Closing,” “Closing Date,” “Closing Consideration,” “Earnout,” “Escrow Amount,” “Indemnity Escrow,” “Key Employees,” “Parent Stock,” “Paying Agent,” “Permitted...”

56 indemnity escrow - Mergers and transactions

9 occurrences · Paragraph 3 · characters 7,728–7,744

“...ciples,” “Closing,” “Closing Date,” “Closing Consideration,” “Earnout,” “Escrow Amount,” “Indemnity Escrow,” “Key Employees,” “Parent Stock,” “Paying Agent,” “Permitted Leakage,” and “Surviving Co...”

57 paying agent - Mergers and transactions

5 occurrences · Paragraph 3 · characters 7,781–7,793

“...ation,” “Earnout,” “Escrow Amount,” “Indemnity Escrow,” “Key Employees,” “Parent Stock,” “Paying Agent,” “Permitted Leakage,” and “Surviving Corporation,” have the meanings given to them in th...”

58 leakage - Mergers and transactions

2 occurrences · Paragraph 3 · characters 7,807–7,814

“...Amount,” “Indemnity Escrow,” “Key Employees,” “Parent Stock,” “Paying Agent,” “Permitted Leakage,” and “Surviving Corporation,” have the meanings given to them in the body of this Agreem...”

59 satisfaction or waiver - Mergers and transactions

1 occurrence · Paragraph 3 · characters 8,555–8,577

“...ke place remotely by electronic exchange of documents on the third Business Day after the satisfaction or waiver of the conditions set forth in Article VII (other than conditions that by their nature ar...”

60 effective immediately prior to - Mergers and transactions

6 occurrences · Paragraph 3 · characters 9,304–9,324

“...he Effective Time, the certificate of incorporation and bylaws of Merger Sub as in effect immediately prior to the Effective Time shall become the certificate of incorporation and bylaws of the Surviv...”

61 holdback - Mergers and transactions

1 occurrence · Paragraph 3 · characters 9,711–9,720

“...ADJUSTMENTS; EARNOUT Section 3.1 Closing Consideration. Subject to the adjustments and holdbacks set forth in this Article III and the indemnification obligations in Article VIII, the ag...”

62 cash consideration - Mergers and transactions

2 occurrences · Paragraph 3 · characters 9,953–9,971

“...osing Consideration”) shall be \$300,000,000, consisting of (a) \$260,000,000 in cash (the “Cash Consideration”), (b) \$40,000,000 in shares of Parent common stock (“Parent Stock”), valued at the trail...”

63 converted into the right to receive - Mergers and transactions

2 occurrences · Paragraph 3 · characters 10,741–10,776

“...to the Effective Time (other than dissenting shares and shares held in treasury) shall be converted into the right to receive the applicable per-share portion of the Closing Consideration, payable solely through the...”

64 letter of transmittal - Mergers and transactions

2 occurrences · Paragraph 3 · characters 10,938–10,959

“...solely through the Paying Agent and solely upon delivery by the holder of a duly executed letter of transmittal that includes the release set forth in Section 3.7(b); (b) each Company stock option that...”

65 purchase price adjustment - Mergers and transactions

1 occurrence · Paragraph 3 · characters 11,603–11,628

“...plan or award agreement shall be of no force or effect and is hereby waived. Section 3.3 Purchase Price Adjustment. Not less than three Business Days prior to the Closing, Parent shall prepare and delive...”

66 estimated closing statement - Mergers and transactions

1 occurrence · Paragraph 3 · characters 11,867–11,894

“...ith estimate of the Closing Net Working Capital and the resulting Adjustment Amount (the “Estimated Closing Statement”), which shall be used to determine the Closing Consideration payable at Closing. Within...”

67 final closing statement - Mergers and transactions

2 occurrences · Paragraph 3 · characters 12,072–12,095

“...n ninety days after the Closing, Parent shall prepare and deliver a final statement (the “Final Closing Statement”) setting forth Parent's calculation of the Closing Net Working Capital. The Final Closin...”

68 final binding and conclusive - Mergers and transactions

1 occurrence · Paragraph 3 · characters 12,206–12,236

“...nt's calculation of the Closing Net Working Capital. The Final Closing Statement shall be final, binding, and conclusive on the Securityholders unless the Securityholders' Representative delivers a written noti...”

69 written notice of objection - Mergers and transactions

2 occurrences · Paragraph 3 · characters 12,314–12,341

“...d conclusive on the Securityholders unless the Securityholders' Representative delivers a written notice of objection, setting forth each disputed item in reasonable detail, within three Business Days after...”

70 contingent consideration - Mergers and transactions

1 occurrence · Paragraph 3 · characters 12,956–12,980

“...by Parent, whose determination shall be conclusive. Section 3.4 Earnout. As additional contingent consideration, the Securityholders may become entitled to earnout payments of up to \$90,000,000 in the...”

71 pending or asserted claims - Mergers and transactions

3 occurrences · Paragraph 3 · characters 14,903–14,929

“...The Indemnity Escrow shall be released to the Securityholders, net of amounts subject to pending or asserted claims, on the date that is twenty-four months after the Closing Date. Notwithstanding the foreg...”

72 ordinary course consistent with past practice - Mergers and transactions

1 occurrence · Paragraph 3 · characters 20,744–20,789

“...pany shall, and shall cause each of its subsidiaries to, conduct its business only in the ordinary course consistent with past practice in all material respects, and shall not take any action outside the ordinary course witho...”

73 change in control - Mergers and transactions

1 occurrence · Paragraph 3 · characters 22,960–22,977

“...Continuing Employee at any time. (c) Effective as of the Closing, the Company's existing change-in-control, severance, and retention plans and any acceleration provisions are hereby terminated and...”

74 conditions to closing - Mergers and transactions

1 occurrence · Paragraph 3 · characters 25,027–25,048

“...against the Indemnity Escrow and borne economically by the Securityholders. ARTICLE VII — CONDITIONS TO CLOSING Section 7.1 Conditions to Obligations of Parent. The obligations of Parent and Merger S...”

75 reverse termination fee - Mergers and transactions

1 occurrence · Paragraph 3 · characters 30,897–30,920

“...each case within two Business Days. (b) In no event shall Parent be obligated to pay any reverse termination fee or any amount to the Company upon any termination, including any termination resulting fr...”

76 release of escrow - Mergers and transactions

1 occurrence · Paragraph 3 · characters 33,362–33,376

“...ly. Any amount payable by Parent to the Securityholders, including any Earnout payment or escrow release, shall not bear interest. Section 10.5 Assignment. The Company may not assign this Agre...”

77 consideration - Payment and fees

23 occurrences · Paragraph 3 · characters 1,923–1,936

“...es are concurrently executing the agreements described in Section 6.8. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable...”

78 tranche - Payment and fees

1 occurrence · Paragraph 3 · characters 13,121–13,129

“...t payments of up to \$90,000,000 in the aggregate (the “Earnout”), payable in three annual tranches of up to \$30,000,000 each, in each case only if Qualifying ARR for the applicable measure...”

79 milestone - Payment and fees

1 occurrence · Paragraph 3 · characters 13,267–13,276

“...Qualifying ARR for the applicable measurement period equals or exceeds the corresponding milestone set forth on Schedule 3.4. Following the Closing, Parent shall operate the Surviving Corp...”

80 covenant - Duties and permissions

10 occurrences · Paragraph 3 · characters 1,951–1,960

“...g the agreements described in Section 6.8. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the recei...”

81 deemed accepted - Duties and permissions

1 occurrence · Paragraph 3 · characters 12,493–12,508

“...n three Business Days after receipt. Any item not so disputed within such period shall be deemed accepted. If the Adjustment Amount is negative, the shortfall shall be recovered first from the Ad...”

82 bad faith - Duties and permissions

1 occurrence · Paragraph 3 · characters 16,103–16,112

“...extent finally adjudicated by a court of competent jurisdiction to have been asserted in bad faith. Section 3.7 Paying Agent; Release; Appraisal. (a) Parent shall appoint a paying agent...”

83 prior written consent - Duties and permissions

2 occurrences · Paragraph 3 · characters 20,891–20,912

“...rial respects, and shall not take any action outside the ordinary course without Parent's prior written consent, which Parent may withhold in its sole discretion. Section 6.5 No Solicitation; Exclusiv...”

84 consent - Duties and permissions

4 occurrences · Paragraph 3 · characters 20,905–20,912

“...and shall not take any action outside the ordinary course without Parent's prior written consent, which Parent may withhold in its sole discretion. Section 6.5 No Solicitation; Exclusiv...”

85 sole discretion - Duties and permissions

3 occurrences · Paragraph 3 · characters 20,947–20,962

“...ordinary course without Parent's prior written consent, which Parent may withhold in its sole discretion. Section 6.5 No Solicitation; Exclusivity. From the date hereof until the Closing or th...”

86 good and valuable consideration - Contract basics

1 occurrence · Paragraph 3 · characters 2,008–2,039

“..., in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follo...”

87 receipt and sufficiency - Contract basics

1 occurrence · Paragraph 3 · characters 2,045–2,068

“...nants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: ARTICLE I — DEFINITIONS A...”

88 commercially reasonable - Performance standards

2 occurrences · Paragraph 3 · characters 3,127–3,150

“...hstanding the Company's historical practices or any past consistent application thereof. "Commercially Reasonable Efforts" means, with respect to any obligation of Parent or the Surviving Corporation in...”

89 commercially reasonable efforts - Performance standards

2 occurrences · Paragraph 3 · characters 3,127–3,158

“...hstanding the Company's historical practices or any past consistent application thereof. "Commercially Reasonable Efforts" means, with respect to any obligation of Parent or the Surviving Corporation in respect...”

90 reasonable efforts - Performance standards

2 occurrences · Paragraph 3 · characters 3,140–3,158

“...Company's historical practices or any past consistent application thereof. "Commercially Reasonable Efforts" means, with respect to any obligation of Parent or the Surviving Corporation in respect...”

91 exemplary - Liability and damages

1 occurrence · Paragraph 3 · characters 6,255–6,264

“...d cost of in-house personnel), and includes consequential, incidental, indirect, special, exemplary, punitive, and diminution-in-value damages; and, where a Loss arises from a breach affect...”

92 jointly and severally - Liability and damages

1 occurrence · Paragraph 3 · characters 27,178–27,199

“...ders shall, severally and, with respect to the Fundamental Representations and any fraud, jointly and severally, indemnify and hold harmless Parent, the Surviving Corporation, and their respective affi...”

93 in no event shall - Liability and damages

1 occurrence · Paragraph 3 · characters 30,848–30,865

“...ent of all of Parent's out-of-pocket expenses, in each case within two Business Days. (b) In no event shall Parent be obligated to pay any reverse termination fee or any amount to the Company upon...”

94 indemnify - Indemnification

21 occurrences · Paragraph 3 · characters 7,728–7,737

“...ciples,” “Closing,” “Closing Date,” “Closing Consideration,” “Earnout,” “Escrow Amount,” “Indemnity Escrow,” “Key Employees,” “Parent Stock,” “Paying Agent,” “Permitted Leakage,” and “Survi...”

95 any and all claims - Indemnification

1 occurrence · Paragraph 3 · characters 16,538–16,556

“...eases Parent, Merger Sub, the Surviving Corporation, and their respective affiliates from any and all claims arising on or prior to the Closing, in any capacity, including any claim relating to such...”

96 related to - Indemnification

4 occurrences · Paragraph 3 · characters 16,630–16,641

“...y and all claims arising on or prior to the Closing, in any capacity, including any claim relating to such Securityholder’s investment in the Company. (c) Each Securityholder shall be deemed...”

97 in connection with - Indemnification

3 occurrences · Paragraph 3 · characters 19,654–19,672

“...presentation in its entirety. Section 4.20 No Brokers. No broker is entitled to any fee in connection with the Transactions based on arrangements made by the Company. ARTICLE V — REPRESENTATIONS A...”

98 hold harmless - Indemnification

1 occurrence · Paragraph 3 · characters 27,215–27,228

“...ct to the Fundamental Representations and any fraud, jointly and severally, indemnify and hold harmless Parent, the Surviving Corporation, and their respective affiliates, officers, directors,...”

99 arising out of - Indemnification

3 occurrences · Paragraph 3 · characters 27,403–27,417

“...ors, employees, and agents (the “Parent Indemnitees”) from and against any and all Losses arising out of or relating to: (a) any breach or inaccuracy of any representation or warranty of the Com...”

100 as is - Warranties and disclaimers

1 occurrence · Paragraph 3 · characters 9,026–9,031

“...aware. The Merger shall become effective at the time of such filing or at such later time as is agreed by Parent and specified in the certificate of merger (the “Effective Time”). Secti...”

101 exclusive remedy - Warranties and disclaimers

1 occurrence · Paragraph 3 · characters 15,172–15,188

“...ghteen months after the Closing Date. Recovery from the Indemnity Escrow shall not be the exclusive remedy of any Parent Indemnatee, and no provision of this Agreement shall limit a Parent Indemni...”

102 represents and warrants - Warranties and disclaimers

1 occurrence · Paragraph 3 · characters 17,076–17,099

“...ANY Except as set forth in the disclosure schedules delivered by the Company, the Company represents and warrants to Parent and Merger Sub as of the date hereof and as of the Closing Date as follows. Eac...”

103 release - Disputes and remedies

6 occurrences · Paragraph 3 · characters 10,978–10,985

“...ly upon delivery by the holder of a duly executed letter of transmittal that includes the release set forth in Section 3.7(b); (b) each Company stock option that is vested as of immediate...”

104 court of competent jurisdiction - Disputes and remedies

1 occurrence · Paragraph 3 · characters 16,046–16,077

“...im is later determined to be without merit, except to the extent finally adjudicated by a court of competent jurisdiction to have been asserted in bad faith. Section 3.7 Paying Agent; Release; Appraisal. (a) P...”

105 irrevocably releases - Disputes and remedies

1 occurrence · Paragraph 3 · characters 16,433–16,453

“...ecurityholder shall execute a letter of transmittal pursuant to which such Securityholder irrevocably releases Parent, Merger Sub, the Surviving Corporation, and their respective affiliates from any a...”

106 statute of limitations - Disputes and remedies

2 occurrences · Paragraph 3 · characters 18,986–19,008

“...ntal Representation and survives until ninety days after the expiration of the applicable statute of limitations. Section 4.15 Employee and Compensation Matters. Schedule 4.15 sets forth a true and co...”

107 fraud - Disputes and remedies

3 occurrences · Paragraph 3 · characters 27,171–27,176

“...rityholders shall, severally and, with respect to the Fundamental Representations and any fraud, jointly and severally, indemnify and hold harmless Parent, the Surviving Corporation, an...”

108 specific performance - Disputes and remedies

1 occurrence · Paragraph 3 · characters 31,313–31,333

“...the Company's exclusive liability, and Parent shall retain all other remedies, including specific performance and damages, against the Company. ARTICLE X — MISCELLANEOUS Section 10.1 Governing Law;...”

109 exclusive jurisdiction - Disputes and remedies

1 occurrence · Paragraph 3 · characters 31,548–31,570

“...reement shall be governed by the laws of the State of Delaware. The parties submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, and each party irrevocably waives any...”

110 trial by jury - Disputes and remedies

1 occurrence · Paragraph 3 · characters 31,671–31,684

“...rt of Chancery of the State of Delaware, and each party irrevocably waives any right to a trial by jury. Section 10.2 Fees and Expenses. Except as otherwise provided herein, each party shall...”

111 attorneys' fees and costs - Disputes and remedies

1 occurrence · Paragraph 3 · characters 32,035–32,060

“...igations of the Company, the Securityholders shall bear and reimburse Parent's reasonable attorneys' fees and costs regardless of the outcome, and Parent shall not be liable for the Company's or the Securi...”

112 vesting - Employment and restrictive covenants

1 occurrence · Paragraph 3 · characters 11,393–11,400

“...of immediately prior to the Effective Time, and each share of restricted stock subject to vesting, shall be cancelled at the Effective Time for no consideration, and any acceleration prov...”

113 acceleration - Employment and restrictive covenants

2 occurrences · Paragraph 3 · characters 11,473–11,485

“...subject to vesting, shall be cancelled at the Effective Time for no consideration, and any acceleration provided under any Company plan or award agreement shall be of no force or effect and is...”

114 severance - Employment and restrictive covenants

3 occurrences · Paragraph 3 · characters 22,979–22,988

“...e at any time. (c) Effective as of the Closing, the Company's existing change-in-control, severance, and retention plans and any acceleration provisions are hereby terminated and superseded...”

115 at-will - Employment and restrictive covenants

1 occurrence · Paragraph 3 · characters 23,155–23,162

“...nd superseded, and each affected individual shall be entitled solely to Parent's standard at-will severance practices, if any. (d) Parent shall establish a retention pool of \$12,000,000 f...”

116 noncompetition - Employment and restrictive covenants

1 occurrence · Paragraph 3 · characters 23,671–23,686

“...I, as a condition to Closing, execute Parent's standard employment agreement, including a non-competition and non-solicitation covenant of twenty-four months' duration covering any business that...”

117 nonsolicitation - Employment and restrictive covenants

1 occurrence · Paragraph 3 · characters 23,691–23,707

“...Closing, execute Parent's standard employment agreement, including a non-competition and non-solicitation covenant of twenty-four months' duration covering any business that competes with Parent...”

118 written notice - Notices and timing

2 occurrences · Paragraph 3 · characters 12,314–12,328

“...d conclusive on the Securityholders unless the Securityholders' Representative delivers a written notice of objection, setting forth each disputed item in reasonable detail, within three Busines...”

119 prior written notice - Notices and timing

1 occurrence · Paragraph 3 · characters 21,684–21,704

“...tutes a Superior Proposal, provided that the Company (a) gives Parent five Business Days' prior written notice, (b) negotiates in good faith with Parent during such period to permit Parent to match su...”

120 shortfall - Payment consequences

1 occurrence · Paragraph 3 · characters 12,552–12,561

“...ed within such period shall be deemed accepted. If the Adjustment Amount is negative, the shortfall shall be recovered first from the Adjustment Escrow and then, without limitation, directl...”

121 right of setoff - Payment consequences

1 occurrence · Paragraph 3 · characters 14,527–14,542

“...ut interest within sixty days after final determination, and shall be subject to Parent's right of setoff under Section 3.6. Section 3.5 Escrow. At the Closing, Parent shall deposit \$30,000,000...”

122 setoff - Payment consequences

4 occurrences · Paragraph 3 · characters 14,536–14,542

“...st within sixty days after final determination, and shall be subject to Parent's right of setoff under Section 3.6. Section 3.5 Escrow. At the Closing, Parent shall deposit \$30,000,000...”

123 intellectual property rights - Intellectual property

1 occurrence · Paragraph 3 · characters 18,590–18,618

“...uct of the Company's business does not infringe, misappropriate, or otherwise violate the intellectual property rights of any person; and no third party is infringing the Company's intellectual property. This...”

124 survive the closing - Term and renewal

3 occurrences · Paragraph 3 · characters 19,966–19,985

“...e date hereof, as follows. The representations and warranties in this Article V shall not survive the Closing and shall expire and be of no further force or effect as of the Effective Time. Section 5...”

125 survive termination - Termination

2 occurrences · Paragraph 3 · characters 26,390–26,398

“...f, and (b) Parent having performed its covenants in all material respects. ARTICLE VIII — SURVIVAL; INDEMNIFICATION Section 8.1 Survival. The representations and warranties of the Compan...”

126 aggregate liability - Liability caps and risk allocation

3 occurrences · Paragraph 3 · characters 28,270–28,289

“...nt expressly required to be performed by Parent after the Closing; provided that Parent's aggregate liability under this Section 8.3 shall not exceed \$1,000,000, and no claim may be brought after the...”

127 deductible - Liability caps and risk allocation

2 occurrences · Paragraph 3 · characters 28,706–28,716

“...shall not be liable under Section 8.2(a) until the aggregate Losses exceed \$250,000 (the “Deductible”), after which the Securityholders shall be liable for all Losses from the first dollar;...”

128 first dollar - Liability caps and risk allocation

1 occurrence · Paragraph 3 · characters 28,792–28,804

“...he “Deductible”), after which the Securityholders shall be liable for all Losses from the first dollar; provided that the Deductible shall not apply to any breach of a Fundamental Representati...”

ISSUED SEPTEMBER 4, 2026



FLAGGED CLAUSES

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