

EXHIBIT A

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:01 PM 02/23/2017
FILED 05:01 PM 02/23/2017

SR 20171199322 - File Number 6326009

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is South Carolina.
- 2.) The jurisdiction immediately prior to filing this Certificate is South Carolina.
- 3.) The date the Corporation first formed is September 22, 2011.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Blue Acorn, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Blue Acorn, LLC.
- 6.) This Certificate of Conversion will be effective as of the time of filing with the Office of the Secretary of State for the State of Delaware on February 23, 2017.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Corporation have executed this Certificate on the 23 day of February, A.D. 2017.

DocuSigned by:
By: Kevin Eichelberger
4DAB873COA1B401...

Name: Kevin Eichelberger

DocuSigned by:
By: Tobias Hemmerling
316A208F23364A4...

Name: Tobias Hemmerling

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of July 16, 2020, and effective as of March 20, 2019 is made by **Blue Acorn, LLC** ("**Assignor**"), a Delaware limited-liability company, located at 145 Williman Street, Charleston, SC 29403, in favor of Beringer Commerce Inc. ("**Assignee**"), a Delaware corporation, located at 261 Madison Ave, Floor 8, New York, NY 10016 (collectively, the "**Parties**," or each, individually, a "**Party**"), the transferee of certain assets of Assignor pursuant to a licensing agreement among Assignor and Assignee and the other parties thereto, dated as of July 16, 2020 (the "**Licensing Agreement**").

WHEREAS, under the terms of the Licensing Agreement, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) all patents issued and patent applications filed, all interest in the invention related thereto, all entitlement or right to claim priority thereto, and all divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**"), whereas the assignment of the right to claim entitlement and/or priority is executed *nunc pro tunc* and is considered effective as of the filing date of the earliest application to which priority and/or entitlement is claimed;

(b) all trademark registrations, trademark applications and unregistered trademarks and all extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including but not limited to the following: (i) BLUE ACORN word mark, (ii) BLUE ACORN stylized marks (some are depicted in Attachment A), and (iii) Acorn logos (some are depicted in Attachment A);

(c) all copyright registrations, applications for registration, unregistered copyrights and exclusive copyright licenses and all extensions and renewals thereof (the "**Copyrights**");

(d) all trade secrets, technology, know-how, proprietary information, and other intellectual property;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Licensing Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Licensing Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Licensing Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Licensing Agreement and the terms hereof, the terms of the Licensing Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed

copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Blue Acorn, LLC

DocuSigned by:

By:

Name: Bill Kostenko

Title: Director

AGREED TO AND ACCEPTED:

Beringer Commerce, Inc.

DocuSigned by:

By:

Name: Bill Kostenko

Title: Director

Attachment A

INTELLECTUAL PROPRTY ASSIGNMENT AGREEMENT



blue acorn



blue acorn



Intercompany Intellectual Property License Agreement

This Intercompany Intellectual Property License Agreement ("**Agreement**"), dated as of July 16, 2020, and effective as of March 20, 2019 (the "**Effective Date**"), is by and between Beringer Commerce Inc. ("**Licensor**"), a Delaware corporation, located at 261 Madison Ave, Floor 8, New York, NY 10016 and **Blue Acorn, LLC** ("**Licensee**"), a Delaware limited-liability company, located at 145 Williman Street, Charleston, SC 29403 (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS, Licensor and Licensee are members of a group of affiliated companies engaged in providing services to analyze, improve and create digital customer experiences (the "**Business**");

WHEREAS, Licensor and Licensee have executed, or are contemporaneously executing, an Intellectual Property Assignment Agreement ("**IP Assignment**") conveying, transferring and assigning the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licensor;

WHEREAS, Licensor, owns certain patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property, (collectively, the "**Licensed Intellectual Property**"); and

WHEREAS, Licensee wishes to use the Licensed Intellectual Property, and Licensor is willing to grant to Licensee a license to use the Licensed Intellectual Property, to facilitate Licensee's conduct of the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, royalty-free, non-transferable, sublicensable license to use the Licensed Intellectual Property in connection with the conduct of the Business, including to:

(a) make, use, offer to sell, sell, import, advertise, market, and distribute products and services relating to the Business, and any other products or services that the Parties may agree upon in writing from time to time (collectively, the "**Licensed Products**");

(b) use one or more of the trademarks as part of Licensee's corporate name, company name, or trade name, including "Blue Acorn iCi", as applicable; and

(c) reproduce, publicly perform, transmit, publicly display, distribute, and create derivative works based on the copyrighted works for purposes relating to the Business.

1.2 Sublicensing. Licensee may grant sublicenses under this Agreement, provided that: (a) Licensee shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement; (b) any act or omission of a sublicensee that would be a material breach of this Agreement if performed by Licensee will be deemed to be a material breach by Licensee; and (c) each sublicense will terminate automatically effective as of the termination of this Agreement under Section 10.

1.3 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.

2. Use of Licensed Intellectual Property.

2.1 Notices. Licensee shall ensure that all use of Licensed Intellectual Property hereunder is accompanied by or marked with the appropriate proprietary rights notices, symbols, and legends as may be reasonably necessary under applicable law to maintain the Licensed Intellectual Property and Licensor's proprietary rights therein and in such order and manner as may be specified by Licensor.

2.2 Modifications. As between the Parties, Licensor owns any improvement, enhancement, or other modification of or derivative work based on any of the Licensed Intellectual Property made by or on behalf of Licensee or Licensor (each, a "**Modification**"). Licensee shall notify Licensor of any Modification made by or on behalf of Licensee (each, a "**Licensee Modification**"). Licensee hereby assigns to Licensor all of its right, title, and interest in and to all Licensee Modifications, including all rights to apply for any intellectual property registrations with respect to such Licensee Modifications and all enforcement rights and remedies for past, present, and future infringement thereof and all rights to collect royalties and damages therefor. All intellectual property applications for registration filed by Licensor with respect to any such Licensee Modification and all patents or registrations issuing therefrom shall automatically be included in the Licensed Intellectual Property and subject to the license granted to Licensee under Section 1.1. At the request of Licensor, Licensee shall

promptly execute and deliver such documents as may be necessary or desirable to effect and perfect the foregoing assignment of rights.

2.3 Quality Control. Licenser may exercise quality control over all uses of any trademarks included in the Licensed Intellectual Property ("Licensed Marks") to maintain the validity of the Licensed Marks and protect the goodwill associated therewith.

3. Ownership and Protection of the Licensed Intellectual Property.

(a) Acknowledgment of Ownership. Licensee and Licenser have executed, or are contemporaneously executing, the IP Assignment conveying, transferring and assigning the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licenser. Further, Licensee acknowledges that Licenser owns and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the license granted in Section 1.1. All use by Licensee or any sublicensee of the Licensed Marks, and all goodwill accruing therefrom, will inure solely to the benefit of Licenser.

(b) Prosecution and Maintenance. Licenser has the sole right, in its discretion, to file, prosecute, and maintain all applications, registrations, and patents relating to the Licensed Intellectual Property. Licensee shall provide, at the request of Licenser and at Licensee's expense, all necessary assistance with such filing, maintenance, and prosecution. Any other expenses related to the filing, prosecuting or maintaining of the applications, registrations and patents related to the Licensed Intellectual Property shall be shared equally amongst all Licensees of the Licensed Intellectual Property.

4. Enforcement.

4.1 Licensee shall promptly notify Licenser in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of any Licensed Intellectual Property by any third party of which it becomes aware. Licenser has the sole right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding (including any settlement thereof). Licensee shall provide Licenser with all assistance that Licenser may reasonably request, at Licensee's expense, in connection with any such action or proceeding. Licenser will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) and shall distribute such monetary recovery first to cover any expenses of any Licensees of the Licensed Intellectual Property relating from such action or proceeding, with the remaining amount of the monetary recovery distributed equally amongst all Licensees of the Licensed Intellectual Property.

4.2 The Party that does not control any action or proceeding brought under Section 4.1 (the "**Non-Enforcing Party**") shall provide the other Party (the "**Enforcing Party**") with all assistance that the Enforcing Party may reasonably request, at the Non-Enforcing Party's expense, in connection with any such action or proceeding. The Enforcing Party will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) and shall distribute such monetary recovery first to cover any expenses of any Licensees of the Licensed Intellectual Property relating from such action or proceeding, with the remaining amount of the monetary recovery distributed equally amongst all Licensees of the Licensed Intellectual Property.

5. Recordation of License. Upon Licensee's request, Licenser shall make all necessary filings to record this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, and in the corresponding offices or agencies in any and all countries where it may be required under applicable law, including as a prerequisite to enforcement of the Licensed Intellectual Property or enforceability of this Agreement in the courts of such countries, and any recordation fees and related costs and expenses will be at Licensee's expense.

6. Consideration. As consideration in full for the rights granted herein, Licensee shall ") convey, transfer and assign the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licenser by executing the IP assignment ("IP Assignment"). For the sake of clarity, Licensee's intellectual property comprises only a portion of the Licensed Intellectual Property.

7. Confidentiality. Each Party acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of the other Party (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, all trade secrets and confidential information included in the Licensed Intellectual Property, including unpublished patent applications and invention disclosures, will be deemed Confidential Information of Licenser. Each Party shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees who (a) have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder; and (b) are bound by written nondisclosure agreements. Each Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

8. Indemnification. Licensee shall indemnify, defend, and hold harmless Licenser, its affiliates, officers, directors, employees,

agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of this Agreement by Licensee; (b) use by Licensee or any sublicensee of any Licensed Intellectual Property under this Agreement[; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or entity arising out of Licensee's permitted use of any Licensed Intellectual Property in accordance with this Agreement.

9. Disclaimer; Limitation of Liability.

9.1 Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED INTELLECTUAL PROPERTY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) LICENSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THE LICENSED INTELLECTUAL PROPERTY; AND (B) LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY LICENSED PRODUCT OR OTHERWISE IN CONNECTION WITH THE USE OF ANY LICENSED INTELLECTUAL PROPERTY.

9.2 Limitation of Liability. EXCEPT FOR LICENSEE'S LIABILITY FOR INDEMNIFICATION UNDER SECTION 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED INTELLECTUAL PROPERTY HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1 Term. This Agreement begins on the Effective Date and will remain in force until terminated pursuant to Section 10.2 or 10.3 ("**Term**").

10.2 Termination by Licensor. Licensor may terminate this Agreement immediately upon written notice to Licensee if (a) Licensee materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof; or (b) Licensee ceases to be an affiliate of Licensor.

10.3 Termination by Licensee. Licensee may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least sixty (60) days' prior written notice to Licensor.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent. Any purported assignment or transfer in violation of this Section 11 will be void and of no force and effect.

12. General Provisions.

12.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

12.2 No Third-Party Beneficiaries. Except for the right of Licensor's affiliates, officers, directors, employees, agents, and representatives to enforce their rights to indemnification under Section 8, this Agreement solely benefits the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.3 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

12.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.5 Governing Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

12.6 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.7 Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English and addressed to the other Party. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section.

12.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DocuSigned by:
Beringer Commerce Inc.
By: *BKostenko@beringercapital.com*
Name: Bill Kostenko
Title: Director

DocuSigned by:
Blue Acorn, LLC
By: *BKostenko@beringercapital.com*
Name: Bill Kostenko
Title: Director

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of July 16, 2020, and effective as of March 20, 2019 is made by **iCiDIGITAL, LLC** ("**Assignor**"), a Delaware limited-liability company, located at 4000 Westchase Blvd., Suite 280, Raleigh, NC 27607, in favor of Beringer Commerce Inc. ("**Assignee**"), a Delaware corporation, located at 261 Madison Ave, Floor 8, New York, NY 10016 (collectively, the "**Parties**," or each, individually, a "**Party**"), the transferee of certain assets of Assignor pursuant to a licensing agreement among Assignor and Assignee and the other parties thereto, dated as of July 16, 2020 (the "**Licensing Agreement**").

WHEREAS, under the terms of the Licensing Agreement, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) all patents issued and patent applications filed, all interest in the invention related thereto, all entitlement or right to claim priority thereto, and all divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**"), whereas the assignment of the right to claim entitlement and/or priority is executed *nunc pro tunc* and is considered effective as of the filing date of the earliest application to which priority and/or entitlement is claimed;

(b) all trademark registrations, trademark applications and unregistered trademarks and all extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including but not limited to the following: (i) ICIDIGITAL word mark, (ii) ICIDIGITAL stylized marks (some are depicted in Attachment A), and (iii) iCiDigital logos (some are depicted in Attachment A);

(c) all copyright registrations, applications for registration, unregistered copyrights and exclusive copyright licenses and all extensions and renewals thereof (the "**Copyrights**");

(d) all trade secrets, technology, know-how, proprietary information, and other intellectual property;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Licensing Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Licensing Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Licensing Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Licensing Agreement and the terms hereof, the terms of the Licensing Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed

copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

iCiDIGITAL LLC
DocuSigned by:

By: Bkostenko@beringercapital.com

Name: Bill Kostenko

Title: Director

AGREED TO AND ACCEPTED:

Beringer Commerce, Inc.

By: Bkostenko@beringercapital.com

Name: Bill Kostenko

Title: Director

Attachment A

INTELLECTUAL PROPRTY ASSIGNMENT AGREEMENT



Intercompany Intellectual Property License Agreement

This Intercompany Intellectual Property License Agreement ("**Agreement**"), dated as of July 16, 2020, and effective as of March 20, 2019 (the "**Effective Date**"), is by and between Beringer Commerce Inc. ("**Licensor**"), a Delaware corporation, located at 261 Madison Ave, Floor 8, New York, NY 10016 and iCiDigital, LLC ("**Licensee**"), a Delaware limited-liability company, located at 4000 Westchase Blvd., Suite 280, Raleigh, NC 27607 (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS, Licensor and Licensee are members of a group of affiliated companies engaged in providing services to analyze, improve and create digital customer experiences (the "**Business**");

WHEREAS, Licensor and Licensee have executed, or are contemporaneously executing, an Intellectual Property Assignment Agreement ("**IP Assignment**") conveying, transferring and assigning the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licensor;

WHEREAS, Licensor, owns certain patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property, (collectively, the "**Licensed Intellectual Property**"); and

WHEREAS, Licensee wishes to use the Licensed Intellectual Property, and Licensor is willing to grant to Licensee a license to use the Licensed Intellectual Property, to facilitate Licensee's conduct of the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, royalty-free, non-transferable, sublicensable license to use the Licensed Intellectual Property in connection with the conduct of the Business, including to:

(a) make, use, offer to sell, sell, import, advertise, market, and distribute products and services relating to the Business, and any other products or services that the Parties may agree upon in writing from time to time (collectively, the "**Licensed Products**");

(b) use one or more of the trademarks as part of Licensee's corporate name, company name, or trade name, including "Blue Acorn iCi", as applicable; and

(c) reproduce, publicly perform, transmit, publicly display, distribute, and create derivative works based on the copyrighted works for purposes relating to the Business.

1.2 Sublicensing. Licensee may grant sublicenses under this Agreement, provided that: (a) Licensee shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement; (b) any act or omission of a sublicensee that would be a material breach of this Agreement if performed by Licensee will be deemed to be a material breach by Licensee; and (c) each sublicense will terminate automatically effective as of the termination of this Agreement under Section 10.

1.3 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.

2. Use of Licensed Intellectual Property.

2.1 Notices. Licensee shall ensure that all use of Licensed Intellectual Property hereunder is accompanied by or marked with the appropriate proprietary rights notices, symbols, and legends as may be reasonably necessary under applicable law to maintain the Licensed Intellectual Property and Licensor's proprietary rights therein and in such order and manner as may be specified by Licensor.

2.2 Modifications. As between the Parties, Licensor owns any improvement, enhancement, or other modification of or derivative work based on any of the Licensed Intellectual Property made by or on behalf of Licensee or Licensor (each, a "**Modification**"). Licensee shall notify Licensor of any Modification made by or on behalf of Licensee (each, a "**Licensee Modification**"). Licensee hereby assigns to Licensor all of its right, title, and interest in and to all Licensee Modifications, including all rights to apply for any intellectual property registrations with respect to such Licensee Modifications and all enforcement rights and remedies for past, present, and future infringement thereof and all rights to collect royalties and damages therefor. All intellectual property applications for registration filed by Licensor with respect to any such Licensee Modification and all patents or registrations issuing therefrom shall automatically be included in the Licensed Intellectual Property and subject to the license granted to Licensee under Section 1.1. At the request of Licensor, Licensee shall

promptly execute and deliver such documents as may be necessary or desirable to effect and perfect the foregoing assignment of rights.

2.3 Quality Control. Licensors may exercise quality control over all uses of any trademarks included in the Licensed Intellectual Property ("Licensed Marks") to maintain the validity of the Licensed Marks and protect the goodwill associated therewith.

3. Ownership and Protection of the Licensed Intellectual Property.

(a) Acknowledgment of Ownership. Licensee and Licensors have executed, or are contemporaneously executing, the IP Assignment conveying, transferring and assigning the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licensors. Further, Licensee acknowledges that Licensors own and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the license granted in Section 1.1. All use by Licensee or any sublicensee of the Licensed Marks, and all goodwill accruing therefrom, will inure solely to the benefit of Licensors.

(b) Prosecution and Maintenance. Licensors has the sole right, in its discretion, to file, prosecute, and maintain all applications, registrations, and patents relating to the Licensed Intellectual Property. Licensee shall provide, at the request of Licensors and at Licensee's expense, all necessary assistance with such filing, maintenance, and prosecution. Any other expenses related to the filing, prosecuting or maintaining of the applications, registrations and patents related to the Licensed Intellectual Property shall be shared equally amongst all Licensees of the Licensed Intellectual Property.

4. Enforcement.

4.1 Licensee shall promptly notify Licensors in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of any Licensed Intellectual Property by any third party of which it becomes aware. Licensors has the sole right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding (including any settlement thereof). Licensee shall provide Licensors with all assistance that Licensors may reasonably request, at Licensee's expense, in connection with any such action or proceeding. Licensors will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) and shall distribute such monetary recovery first to cover any expenses of any Licensees of the Licensed Intellectual Property relating from such action or proceeding, with the remaining amount of the monetary recovery distributed equally amongst all Licensees of the Licensed Intellectual Property.

4.2 The Party that does not control any action or proceeding brought under Section 4.1 (the "**Non-Enforcing Party**") shall provide the other Party (the "**Enforcing Party**") with all assistance that the Enforcing Party may reasonably request, at the Non-Enforcing Party's expense, in connection with any such action or proceeding. The Enforcing Party will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) and shall distribute such monetary recovery first to cover any expenses of any Licensees of the Licensed Intellectual Property relating from such action or proceeding, with the remaining amount of the monetary recovery distributed equally amongst all Licensees of the Licensed Intellectual Property.

5. Recordation of License. Upon Licensee's request, Licensors shall make all necessary filings to record this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, and in the corresponding offices or agencies in any and all countries where it may be required under applicable law, including as a prerequisite to enforcement of the Licensed Intellectual Property or enforceability of this Agreement in the courts of such countries, and any recordation fees and related costs and expenses will be at Licensee's expense.

6. Consideration. As consideration in full for the rights granted herein, Licensee shall ") convey, transfer and assign the patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property of Licensee to Licensors by executing the IP assignment ("IP Assignment"). For the sake of clarity, Licensee's intellectual property comprises only a portion of the Licensed Intellectual Property.

7. Confidentiality. Each Party acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of the other Party (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, all trade secrets and confidential information included in the Licensed Intellectual Property, including unpublished patent applications and invention disclosures, will be deemed Confidential Information of Licensors. Each Party shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees who (a) have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder; and (b) are bound by written nondisclosure agreements. Each Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

8. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensors, its affiliates, officers, directors, employees,

agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of this Agreement by Licensee; (b) use by Licensee or any sublicensee of any Licensed Intellectual Property under this Agreement[; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or entity arising out of Licensee's permitted use of any Licensed Intellectual Property in accordance with this Agreement.

9. Disclaimer; Limitation of Liability.

9.1 Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED INTELLECTUAL PROPERTY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) LICENSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THE LICENSED INTELLECTUAL PROPERTY; AND (B) LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY LICENSED PRODUCT OR OTHERWISE IN CONNECTION WITH THE USE OF ANY LICENSED INTELLECTUAL PROPERTY.

9.2 Limitation of Liability. EXCEPT FOR LICENSEE'S LIABILITY FOR INDEMNIFICATION UNDER SECTION 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED INTELLECTUAL PROPERTY HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1 Term. This Agreement begins on the Effective Date and will remain in force until terminated pursuant to Section 10.2 or 10.3 ("**Term**").

10.2 Termination by Licensor. Licensor may terminate this Agreement immediately upon written notice to Licensee if (a) Licensee materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof; or (b) Licensee ceases to be an affiliate of Licensor.

10.3 Termination by Licensee. Licensee may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least sixty (60) days' prior written notice to Licensor.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent. Any purported assignment or transfer in violation of this Section 11 will be void and of no force and effect.

12. General Provisions.

12.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

12.2 No Third-Party Beneficiaries. Except for the right of Licensor's affiliates, officers, directors, employees, agents, and representatives to enforce their rights to indemnification under Section 8, this Agreement solely benefits the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.3 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

12.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.5 Governing Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

12.6 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.7 Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English and addressed to the other Party. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section.

12.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DocuSigned by:
Beringer Commerce Inc.
By: BKostenko@beringercapital.com
Name: Bill Kostenko
Title: Director

DocuSigned by:
iCiDIGITAL, LLC
By: BKostenko@beringercapital.com
Name: Bill Kostenko
Title: Director