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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 1, 2021 (February 28, 2021)

NAVSIGHT HOLDINGS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	001-39493	85-1276957
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12020 Sunrise Valley Drive Suite 100 Reston, Virginia	20191
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (571) 500-2236

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A Common Stock, par value $0.0001 per share, and one-half of one Warrant	**NSH.U**	**The New York Stock Exchange**
Class A Common Stock, par value $0.0001 per share	**NSH**	**The New York Stock Exchange**
Warrants, each whole Warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50 per share	**NSH WS**	**The New York Stock Exchange**

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

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into A Material Definitive Agreement.

Business Combination Agreement

On February 28, 2021, NavSight Holdings, Inc., a Delaware corporation ("NavSight"), entered into a Business Combination Agreement (the "Transaction Agreement") by and among NavSight, NavSight Merger Sub Inc., a Delaware corporation and direct wholly owned subsidiary of NavSight ("Merger Sub"), Spire Global, Inc., a Delaware corporation ("Spire"), and certain of Spire's stockholders (the "Founders"). Capitalized terms used in this Current Report on Form 8-K (this "Current Report") but not otherwise defined herein have the meanings given to them in the Transaction Agreement.

Pursuant to the Transaction Agreement, subject to the terms and conditions set forth therein, at the Effective Time, Merger Sub will be merged with and into Spire (the "Merger" and together with the other transactions contemplated by the Transaction Agreement, the "Transactions"), with Spire surviving the Merger. As a result of the Transactions, as further described below, it is expected that the equityholders of Spire, as of immediately prior to the Merger, will hold approximately 60.8% of the fully diluted outstanding equity interests of NavSight. The terms of the Transaction Agreement are summarized below.

Conversion of Securities

At the effective time of the Merger (the "Effective Time"), by virtue of the Merger and without any action on the part of NavSight, Merger Sub, Spire or the holders of any of Spire's securities, each share of outstanding capital stock of Spire (the "Company Capital Stock") will be canceled and converted into (i) the right to receive at Closing the number of shares of NavSight Class A Common Stock (the "NavSight Class A Common Stock") based on the pro rata portion applicable to such share of Company Capital Stock, of an aggregate purchase price of approximately $1.1 billion, and (ii) the contingent "earn-out" right to receive a pro rata portion of up to 8,000,000 shares of NavSight Class A Common Stock in the aggregate based on the achievement of certain trading price targets following the Closing, which amount of "earn-out" shares will be adjusted based on a formula set forth in the Transaction Agreement to reflect a portion of the value of such "earn-out" shares allocated to holders of Company options assumed by NavSight in the Merger.

High Vote Purchase

Immediately following the Effective Time, NavSight's certificate of incorporation shall be amended and restated to, among other things, (i) reclassify all outstanding shares of NavSight's outstanding Class B Common Stock ("NavSight Class B Common Stock") into shares of NavSight Class A Common Stock, and (ii) provide that each share of NavSight Class A Common Stock shall be entitled to one (1) vote per share and each share of NavSight Class B Common Stock will be entitled to nine (9) votes per share. At the Closing, it is anticipated that the Founders will purchase from NavSight a number of shares of Class B Common Stock of NavSight ("NavSight Class B Common Stock"), equal to the number of shares of NavSight Class A Common Stock that each Founder is anticipated to receive at the Closing in consideration of the shares of Company Capital Stock held by such Founders, at a price in cash of $0.0001 per share of NavSight Class B Common Stock.

Representations, Warranties and Covenants

The Transaction Agreement contains customary representations and warranties of the parties, which shall not survive the Closing.

The Transaction Agreement also contains pre-closing covenants of the parties, including obligations of the parties to use reasonable efforts to operate their respective businesses in the ordinary course, and to refrain from taking certain specified actions without the prior written consent of the other applicable parties, in each case, subject to certain exceptions and qualifications. Additionally, the parties have agreed not to solicit, negotiate or enter into competing transactions, as further provided in the Transaction Agreement, subject to a customary "fiduciary out" provision that allows Spire, under certain specified circumstances, to provide information to, and participate in discussions and engage in negotiations with, third parties with respect to an alternative acquisition proposal if the board of Spire (or a committee thereof) determines in good faith (after consultation with its financial advisor and outside legal counsel) that, among other things such alternative acquisition proposal constitutes a Superior Proposal, and the failure to take such actions would reasonably be expected to be a breach of the directors' fiduciary duties pursuant to applicable law.

Conditions to the Parties' Obligations to Consummate the Merger

Under the Transaction Agreement, the obligations of the parties to consummate (or cause to be consummated) the Transactions are subject to a number of customary conditions for special purpose acquisition companies, including, among others, the following: (i) no Governmental Order, statute, rule or regulation enjoining or prohibiting the consummation of the Transactions, (ii) NavSight having a minimum of $5,000,001 of net tangible assets immediately after Closing; (iii) the approval of the Merger and the other stockholder proposals required to approve the Transactions by NavSight's stockholders, (iv) the approval of the Transaction Agreement and the Transactions by Spire's stockholders', (v) the Registration Statement/Proxy Statement becoming effective; (vi) all required filings under the Hart-Scott-Rodino Act shall have been completed, any waiting period applicable to the consummation of the Transactions shall have expired or terminated, and any pre-closing approvals or clearances reasonably required have been obtained, (vii) NavSight Common Stock issued in connection with the Transactions shall be approved for listing on the Stock Exchange, and (viii) all necessary consents, authorizations or approvals related to the applicable Communications Authorizations that are required under such applicable laws to be obtained prior to the Closing shall have been obtained or deemed to be obtained, and (ix) the written consent of at least a majority of the outstanding principal amount of certain outstanding series of Spire's convertible promissory notes.

The obligations of Spire to consummate the Transactions are also subject to, among other things, the aggregate cash proceeds from NavSights's trust account (after deducting any amounts paid to NavSight stockholders that exercise their redemption rights in connection with the Transactions), together with the proceeds from the PIPE financing, being not less than $225,000,000.

Termination Rights

The Transaction Agreement contains certain termination rights, including, among others, the following: (i) by written consent of Spire and NavSight, (ii) breach of a representation, warranty, covenant or other agreement by a party which is not capable of being cured within thirty (30) days (or any shorter period of the time that remains between the date the non-breaching party provides written notice of such violation or breach and the Termination Date or the Extended Termination Date, as applicable), subject to the materiality standards contained in the Transaction Agreement, (iii) if the Closing has not occurred on or before Termination Date set as October 25, 2021, provided, that if the Special Meeting is adjourned or postponed and/or if certain regulatory approvals related to the Communications Authorizations have not been obtained, then the Termination Date shall be automatically extended until March 1, 2022; (iv) by written notice from either Spire or NavSight if the consummation of the Merger is permanently enjoined or is prohibited by a Governmental Order or a statute, rule or regulation; (v) by written notice from either Spire or NavSight if the approval of the approvals of the requisite stockholder matters by the NavSight stockholders holders is not obtained at the Special Meeting; (vi) by written notice from NavSight if the required Company stockholder approval shall not have been obtained within thirty (30) calendar days after Spire's receipt of written notice from NavSight that the Registration/Proxy Statement has been made effective under the Securities Act of 1933, as amended (the "Securities Act") (provided that the termination right shall have expired if the Requisite Company Approval has been obtained); (vii) at any time prior to obtaining the required approval of Spire's stockholders, by written notice from Spire to NavSight if the board of directors of Spire shall have entered into a definitive agreement for a superior proposal; (viii) at any time prior to obtaining the required approval of NavSight's stockholders, by written notice from Navsight to Spire if the board of directors of Spire shall have entered into a definitive agreement for a superior proposal (provided that the termination right shall have expired within the tenth business day following the date on which NavSight's termination right described in this clause (viii) first arose); (ix) at any time prior to obtaining the required approval of Spire's stockholders, by written notice from NavSight to Spire if the board of directors of Spire shall have (a) made a Company Change in Recommendation or (b) failed to include the recommendation of Spire's board of directors in its distribution to Spire stockholders of the Spire stockholder written consent (provided that the termination right shall have expired within the tenth business day following the date on which NavSight's termination right described in this clause (ix) first arose); and (x) by written notice from Spire to NavSight, at any time prior to obtaining the obtaining the required approval of NavSight's stockholders, if the board of directors of NavSight shall have (a) made a SPAC Change in Recommendation, or (b) failed to include the SPAC Board Recommendation in the Registration Statement/Proxy Statement (provided that the termination right shall have expired within the tenth business day following the date on which Spire's termination right described in this clause (x) first arose).

If the Transaction Agreement is terminated by NavSight in accordance with clauses (vi-ix) above, in certain circumstances Spire shall pay to NavSight within two (2) business day after termination of the Transaction Agreement an amount equal to $5,000,000.

A copy of the Transaction Agreement is filed with this Current Report as Exhibit 2.1 and is incorporated herein by reference. The foregoing description of the Transaction Agreement is qualified in its entirety by reference to the full text of the Transaction Agreement filed with this Current Report. The Transaction Agreement is included to provide investors and securityholders with information regarding its terms and is not intended to provide any other factual information about the parties. In particular, the assertions embodied in the representations and warranties contained in the Transaction Agreement were made as of the execution date of the Transaction Agreement only and are qualified by information in confidential disclosure schedules provided by the parties to each other in connection with the signing of the Transaction Agreement. These disclosure schedules contain information that modifies, qualifies, and creates exceptions to the representations and warranties set forth in the Transaction Agreement. Moreover, certain representations and warranties in the Transaction Agreement may have been used for the purpose of allocating risk between the parties rather than establishing matters of fact. Accordingly, you should not rely on the representations and warranties in the Transaction Agreement as characterizations of the actual statements of fact about the parties.

Voting and Support Agreement

In connection with the execution of the Transaction Agreement, on February 28, 2021, certain stockholders of Spire have entered into one or more Voting and Support Agreements (each, a "Support Agreement") pursuant to which, *inter alia*, such stockholders have agreed to vote all of their respective shares of Company Capital Stock (as defined in the Transaction Agreement) in favor of the Transaction Agreement and the transactions contemplated thereby (including the Merger), representing in the aggregate, approximately 32.18% of the outstanding shares of capital stock of Spire, on an as-converted to common stock basis, and approximately 21.1% of the outstanding preferred stock of Spire, on an as-converted to common stock basis.

The foregoing description of the Support Agreement is qualified in its entirety by reference to the full text of the form of Support Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report, and incorporated herein by reference.

Voting and Non-Redemption Agreement

In connection with the execution of the Transaction Agreement, on February 28, 2021, certain stockholders of NavSight have entered into one or more Voting and Non-Redemption Agreements (each, a "Voting and Non-Redemption Agreement") pursuant to which, *inter alia*, such stockholders have agreed (i) not to redeem or transfer all or any portion of their respective NavSight Common Stock and (ii) to vote all of their respective shares of SPAC Common Stock, representing in the aggregate 20% of the outstanding voting power of NavSight in favor of the each of the transaction proposals to be voted upon at the meeting of NavSight stockholders, including approval of Transaction Agreement and the transactions contemplated thereby (including the Merger).

The foregoing description of the Voting and Non-Redemption Agreement is qualified in its entirety by reference to the full text of the form of Voting and Non-Redemption Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report, and incorporated herein by reference.

Investor Rights Agreement

In connection with the execution of the Transaction Agreement, on February 28, 2021, NavSight, the Investors (as defined in the Investor Rights Agreement) have entered into an Investor Rights Agreement (an "Investor Rights Agreement") pursuant to which the registrations rights, certain Investor rights, corporate governance and certain other matters are defined.

The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the full text of the Investor Rights Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report, and incorporated herein by reference.

Subscription Agreements

In connection with the execution of the Transaction Agreement, on February 28, 2021, NavSight entered into Subscription Agreements with certain investors (the "PIPE Investors") pursuant to which, immediately prior to the consummation of the Merger, such investors will purchase an aggregate of 24,500,000 shares of NavSight Common Stock at $10 per share for an aggregate purchase price of $245,000,000.

Pursuant to the terms of the Subscription Agreements, the PIPE Investors have agreed to cooperate in good faith with NavSight to (i) ensure there is no Governmental Order (as defined in the Transaction Agreement), statute, rule or regulation enjoining or prohibiting the consummation of the Transactions; and (ii) all conditions precedent to closing the Transactions under the Transaction Agreement are satisfied or waived.

The Subscription Agreements will be terminated, and be of no further force and effect, upon the earlier to occur of (i) such date and time as the Transaction Agreement is terminated in accordance with its terms without the Transactions being consummated, (ii) upon the mutual written agreement of NavSight and the applicable PIPE Investor, or (iii) March 1, 2022 if the Closing has not occurred by such date.

The foregoing description of the Subscription Agreement is qualified in its entirety by reference to the full text of the form of Subscription Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report, and incorporated herein by reference.

Waiver Agreement

In connection with the execution of the Transaction Agreement, on February 28, 2021, each of the Sponsors (as defined in the Transaction Agreement) has executed and delivered to NavSight and Spire certain waivers pursuant to which, in connection with the Transactions, such Sponsors have agreed to waive certain of the anti-dilution rights in respect of shares of NavSight Common Stock held by such Sponsors (the "Waiver Agreements").

The foregoing description of the Waiver Agreement is qualified in its entirety by reference to the full text of the form of Waiver Agreement, a copy of which is filed as Exhibit 10.5 to this Current Report, and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above under the headings "Subscription Agreements" in Item 1.01 of this Current Report are incorporated by reference into this Item 3.02. The shares of NavSight Class A Common Stock to be issued to the PIPE Investors, and the shares of NavSight Class B Common Stock to be issued to the Founders, in each case connection with the Closing will not be registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01 Regulation FD Disclosure.

On March 1, 2021, NavSight and Spire issued a joint press release announcing the execution of the Transaction Agreement described in Item 1.01 above. The press release is attached hereto as Exhibit 99.1 and incorporated by reference herein. Notwithstanding the foregoing, information contained on the websites of NavSight, Spire or any of their affiliates referenced in Exhibit 99.1 or linked therein or otherwise connected thereto does not constitute part of nor is it incorporated by reference into this Current Report.

Attached as Exhibit 99.2 and incorporated by reference herein is the investor presentation that will be used with respect to the transactions contemplated by the Transaction Agreement.

The information in this Item 7.01, including Exhibit 99.1 and Exhibit 99.2, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of NavSight under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report will not be deemed an admission as to the materiality of any of the information in this Item 7.01, including Exhibit 99.1 and Exhibit 99.2.

Forward-Looking Statements

This Current Report contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed Transactions between Spire and NavSight, including statements regarding the benefits of the Transactions and the anticipated timing of the Transactions. Forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would" and similar expressions. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of financial and performance metrics, expectations of achieving and maintaining profitability, projections of total addressable markets, market opportunity and market share, net proceeds from the Transactions, potential benefits of the Transaction and the potential success of Spire's market and growth strategies, and expectations related to the terms and timing of the Transactions. These statements are based on various assumptions and on the current expectations of NavSight's and Spire's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many factors could cause actual future events to differ materially from the forward-looking statements in this document, including but not limited to: (i) the risk that the Transactions may not be completed in a timely manner or at all, which may adversely affect the price of NavSight's securities, (ii) the risk that the Transactions may not be completed by NavSight's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by NavSight, (iii) the failure to satisfy the conditions to the consummation of the Transactions, including the approval by the stockholders of NavSight, the satisfaction of the minimum trust account amount following redemptions by NavSight's public stockholders and the receipt of certain governmental and regulatory approvals, (iv) the inability to complete the PIPE investment in connection with the Transactions, (v) the risk that the proposed Transactions may not generate expected net proceeds to the combined company; (vi) the occurrence of any event, change or other circumstance that could give rise to the termination of the Transactions, (vii) the effect of the announcement or pendency of the Transactions on Spire's business relationships, performance, and business generally, (viii) risks that the Transactions disrupt current plans of Spire and potential difficulties in Spire employee retention as a result of the Transactions, (ix) the outcome of any legal proceedings that may be instituted against Spire or against NavSight related to the Transactions, (x) the ability to maintain the listing of NavSight's securities on The New York Stock Exchange, (xi) volatility in the price of NavSight's securities, (xii) the ability to implement business plans, forecasts, and other expectations after the completion of the Transactions, and identify and realize additional opportunities, and (x) the risk of downturns, new entrants and a changing regulatory landscape in the highly competitive space-based data analytics industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of NavSight's final prospectus filed on September 11, 2020, and other documents filed, or to be filed, by NavSight with the U.S. Securities and Exchange Commission (the "SEC"). These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Spire and NavSight assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither Spire nor NavSight gives any assurance that either Spire or NavSight will achieve its expectations.

Additional Information and Where to Find It

In connection with the proposed Transactions, NavSight intends to file a registration statement on FormS-4 that includes a joint proxy statement/prospectus (the "Registration Statement/Proxy Statement") with the SEC, which will include a preliminary proxy statement to be distributed to holders of NavSight's common stock in connection with NavSight's solicitation of proxies for the vote by NavSight's stockholders with respect to the proposed Transactions and other matters as described in the Registration Statement/Proxy Statement and a prospectus relating to the offer of the securities to be issued to Spire's stockholders in connection with the proposed Transactions. The Registration Statement/Proxy Statement will be sent to all NavSight stockholders once it has been filed and declared effective. NavSight also will file other documents regarding the proposed Transactions with the SEC. Investors and security holders of NavSight and other interested parties are urged to read the Registration Statement/Proxy Statement, any amendments thereto and all other relevant documents filed or that will be filed with the SEC in connection with the proposed Transactions as they become available because they will contain important information about the proposed Transactions.

Investors and security holders will be able to obtain free copies of the Registration Statement/Proxy Statement and all other relevant documents filed or that will be filed with the SEC by NavSight through the website maintained by the SEC at www.sec.gov or by directing a request to: NavSight Holdings, Inc., 12020 Sunrise Valley Drive, Suite 100, Reston, VA 20191.

Participants in Solicitation

NavSight and Spire and their respective directors and officers may be deemed to be participants in the solicitation of proxies from NavSight's stockholders in connection with the proposed Transactions. Information about NavSight's directors and executive officers and their ownership of NavSight's securities is set forth in NavSight's filings with the SEC. Additional information regarding the interests of those persons and other persons who may be deemed participants in the proposed Transactions may be obtained by reading the Registration Statement/Proxy Statement and other relevant materials to be filed with the SEC regarding the proposed Transactions when they become available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This Current Report shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) List of Exhibits.

Exhibit No.	Description
2.1	Business Combination Agreement dated as of February 28, 2021, by and among NavSight, Merger Sub and Spire.
10.1	Form of Voting and Support Agreement.
10.2	Form of Voting and Non-Redemption Agreement.
10.3	Investors' Rights Agreement dated as of February 28, 2021, by and among NavSight, the Sponsors, and Target Parties (each as defined in the Investors' Rights Agreement).
10.4	Form of Subscription Agreement.
10.5	Form of Waiver Agreement.
99.1	Joint Press Release, dated as of March 1, 2021.
99.2	Investor Presentation.

SIGNATURE

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

Dated: March 1, 2021

NAVSIGHT HOLDINGS, INC.

By: /s/ Robert A. Coleman
Name: Robert A. Coleman
Title: Chief Executive Officer

Exhibit 2.1

Execution

BUSINESS COMBINATION AGREEMENT

by and among

NAVSIGHT HOLDINGS, INC.,

NAVSIGHT MERGER SUB INC.,

SPIRE GLOBAL, INC.,

and

PETER PLATZER, THERESA CONDOR, JOEL SPARK, and JEROEN CAPPAERT,

dated as of

February ___, 2021

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BUSINESS COMBINATION AGREEMENT

THIS BUSINESS COMBINATION AGREEMENT (this "Agreement") is made and entered into as of February 28, 2021, by and among NavSight Holdings, Inc., a Delaware corporation ("SPAC"), NavSight Merger Sub Inc., a Delaware corporation ("Merger Sub"), and Spire Global, Inc., a Delaware corporation (the "Company"), and Peter Platzer, Theresa Condor, Joel Spark, and Jeroen Cappaert (the "Founders"). SPAC, Merger Sub, and the Company are collectively referred to herein as the "Parties" and individually as a "Party." Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 1.01.

RECITALS

WHEREAS, SPAC is a blank check company incorporated in the State of Delaware and formed to acquire one or more operating businesses through a Business Combination (as defined in the Certificate of Incorporation);

WHEREAS, Merger Sub is, as of the date hereof, a wholly owned Subsidiary of SPAC that was formed for the purpose of consummating the transactions contemplated by this Agreement and the Transaction Agreements;

WHEREAS, on the Closing Date, Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving company (the "Surviving Company") and a wholly owned Subsidiary of SPAC, on the terms and subject to the conditions set forth in this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, the board of directors of SPAC (the "SPAC Board") has unanimously (i) determined that it is in the best interests of SPAC and the stockholders of SPAC, and declared it advisable, to enter into this Agreement providing for the Merger in accordance with the DGCL, (ii) approved this Agreement, the Transaction Agreements and the Transactions, including the Merger, in accordance with the DGCL and (iii) adopted a resolution recommending that the plan of merger set forth in this Agreement be adopted by the Pre-Closing SPAC Holders;

WHEREAS, the board of directors of Merger Sub has approved this Agreement, the Transaction Agreements and the Transactions, including the Merger, in accordance with the DGCL;

WHEREAS, SPAC, in its capacity as the sole stockholder of Merger Sub, will as promptly as reasonably practicable (and in any event within one Business Day) following the date of this Agreement, approve this Agreement, the Transaction Agreements, and the Transactions, including the Merger;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (i) determined that it is in the best interests of the Company and the stockholders of the Company, and declared it advisable, to enter into this Agreement providing for the Merger in accordance with the DGCL, (ii) approved this Agreement, the Transaction Agreements and the Transactions, including the Merger, in accordance with the DGCL and (iii) adopted a resolution recommending that the plan of merger set forth in this Agreement be adopted by the stockholders of the Company (the "Company Board Approval");

WHEREAS, concurrently with the execution and delivery of this Agreement, certain stockholders of the Company have entered into one or more Voting and Support Agreements (each, a "Support Agreement") pursuant to which, *inter alia*, such stockholders have agreed to vote all of their respective shares of Company Capital Stock in favor of approving this Agreement;

WHEREAS, concurrently with the execution of this Agreement, the Company and SPAC are entering into subscription agreements (collectively, the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors") pursuant to which, among other things, the PIPE Investors have agreed to subscribe for, and SPAC has agreed to issue to the PIPE Investors, 24,500,000 shares of SPAC Class A Common Stock in exchange for an aggregate purchase price of $245,000,000 (the "PIPE Investment Amount") on the Closing Date immediately prior to the Effective Time, on the terms and subject to the conditions set forth in the Subscription Agreements (the "PIPE Investment");

WHEREAS, concurrently with the execution and delivery of this Agreement, certain stockholders of SPAC have entered into one or more Voting and Non-Redemption Agreements (each, a "Voting and Non-Redemption Agreement") pursuant to which, *inter alia*, such stockholders have agreed (a) not to redeem or transfer all or any portion of their respective SPAC Common Stock and (b) to vote all of their respective shares of SPAC Common Stock in favor of the SPAC Stockholder Matters;

WHEREAS, concurrently with the execution and delivery of this Agreement, Sponsors, SPAC and the certain affiliate stockholders of the Company have entered into an Investor Rights Agreement (the "Investor Rights Agreement");

WHEREAS, concurrently with the execution and delivery of this Agreement, each of the Sponsors has executed and delivered to the Company that certain waiver pursuant to which, in connection with the Transactions, such Sponsors have agreed to waive certain of the anti-dilution rights in respect of shares of SPAC Common Stock held by such Sponsors (the "Waiver Agreement");

WHEREAS, immediately following the Closing, the Certificate of Incorporation shall be amended and restated in the form of Exhibit A attached hereto (with such changes as may be mutually agreed between the Company and SPAC, the "SPAC A&R Charter") and the bylaws of SPAC shall be amended and restated in the form of Exhibit B attached hereto (with such changes as may be mutually agreed between the Company and SPAC, the "SPAC A&R Bylaws"); and

WHEREAS, each of the Parties and the Founders intends for U.S. federal income tax purposes that (a) this Agreement constitute a "plan of reorganization" within the meaning of Section 368 of the Code and Treasury Regulations promulgated thereunder and (b) the Merger, or, if applicable, the Alternative Transaction Structure, shall be treated as a transaction that qualifies as a tax-free reorganization under Section 368(a)(1)(A) of the Code (the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound, the Parties and the Founders hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. For purposes of this Agreement, the following capitalized terms have the following meanings:

"2019 Notes" means any Company Notes issued pursuant to the Note Purchase Agreement, dated July 29, 2019 by and among the Company and the Investors listed on Schedule I thereto (as amended from time to time).

"2021 Notes" means any Company Notes issued pursuant to the Note Purchase Agreement, dated January 19, 2021 by and among the Company and the Investors listed on Schedule I thereto (as amended from time to time).

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains confidentiality provisions on terms no less favorable in any material respect to the Company than those contained in the Confidentiality Agreement, except for such changes specifically necessary in order for the Company to be able to comply with its obligations under this Agreement and such non-material changes requested by the counterparty to ensure the confidentiality agreement is consistent with its organization's customary policies, procedures and practices with respect to confidentiality agreements, and except for such changes reasonably necessary to reflect that the counterparty to such Acceptable Confidentiality Agreement is not a "special purpose acquisition company".

"Action" means any claim, action, suit, assessment, arbitration or legal, judicial or administrative proceeding (whether at law or in equity) or arbitration by or before a Governmental Authority.

"Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Agreement" has the meaning specified in the preamble hereto.

"Aggregate PIPE Proceeds" means the cash proceeds actually received by SPAC in respect of the PIPE Investment and held in a bank account owned and controlled by SPAC on the Closing Date.

"Allocation Statement" has the meaning specified in Section 3.02.

"Alternative Transaction Structure" has the meaning specified in Section 8.07(b).

"Anti-Corruption Laws" means any applicable Laws, regulations, or orders relating to antibribery, money laundering, or anti-corruption (governmental or commercial), including without limitation, the U.S. Foreign Corrupt Practices Act (as amended), the U.K. Bribery Act (as amended), and all national and international Laws enacted to implement the OECD Convention on Combatting Bribery of Foreign Officials in International Business Transactions.

"Assumed Option" has the meaning specified in Section 2.05(e).

"Audited Financial Statements" has the meaning specified in Section 6.05.

"Available Closing SPAC Cash" means the sum of (a) all amounts in the Trust Account, after reduction for the aggregate amount of payments required to be made in connection with the SPAC Stockholder Redemption, and (b) the Aggregate PIPE Proceeds.

"Business Combination Proposal" has the meaning specified in the definition of SPAC Stockholder Matters.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Certificate of Incorporation" means the restated certificate of incorporation of SPAC, filed with the Secretary of State of the State of Delaware on September 9, 2020, as in effect on the date hereof.

"Certificate of Merger" has the meaning specified in Section 2.01(b).

"Change of Control" shall mean the occurrence of any transaction or series of related transactions the result of which is: (x) the acquisition by any Person or "group" (as defined in the Exchange Act) of Persons of direct or indirect beneficial ownership of securities representing 50% or more of the combined voting power of the then outstanding securities of SPAC; (y) a merger, consolidation, reorganization or other business combination, however effected, resulting in any Person or "group" (as defined in the Exchange Act) of Persons acquiring at least 50% of the combined voting power of the then outstanding securities of SPAC or the surviving Person outstanding immediately after such combination (other than, in the case of the foregoing clauses (x) and (y), any transaction in which shares of capital stock of SPAC outstanding immediately prior to such transaction continue to represent, or are converted into or exchanged for shares of capital stock or other equity interests that represent, immediately following such transaction, at least a majority, by voting power, of the capital stock or other equity interests, as applicable, of SPAC, the surviving or successor company, or any direct or indirect parent entity of SPAC or the surviving or successor company, as applicable); or (z) a sale of all or substantially all of the assets of SPAC and its Subsidiaries on a consolidated basis (based on the fair market value thereof), except where such sale is to a wholly owned Subsidiary of SPAC.

"Closing" has the meaning specified in Section 3.01.

"Closing Date" has the meaning specified in Section 3.01.

"Closing Share Consideration" means 110,500,000 shares of SPAC Common Stock.

"COBRA" has the meaning specified in Section 4.13(e).

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

"Communications Act" has the meaning specified in Section 4.28(a).

"Communications Authorizations" has the meaning specified in Section 4.28(c).

"Company" has the meaning specified in the preamble hereto.

"Company Acquisition Proposal" means any proposal or offer from any Person or "group" (as defined in the Exchange Act) (other than SPAC, Merger Sub or their respective Affiliates) relating to, in a single transaction or series of related transactions, (a) any direct or indirect acquisition or purchase of a business that constitutes twenty percent (20%) or more of the net revenues, net income or assets of the Group Companies, taken as a whole, (b) any direct or indirect acquisition of twenty percent (20%) or more of the consolidated assets of the Group Companies, taken as a whole (based on the fair market value thereof, as determined in good faith by the Company Board), including through the acquisition of one or more Subsidiaries of the Company owning such assets, (c) acquisition of beneficial ownership, or the right to acquire beneficial ownership, of twenty percent (20%) or more of the total voting power of the equity securities of the Company, any tender offer or exchange offer that if consummated would result in any Person beneficially owning twenty percent (20%) or more of the total voting power of the equity securities of the Company, or any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company (or any Subsidiary of the Company whose business constitutes twenty percent (20%) or more of the net revenues, net income or assets of the Group Companies, taken as a whole) or (d) any issuance or sale or other disposition (including by way of merger, reorganization, division, consolidation, share exchange, business combination, recapitalization or other similar transaction) of twenty percent (20%) or more of the total voting power of the equity securities of the Company.

"Company Benefit Plan" means any "employee benefit plan," as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and any other employment, compensation, bonus, stock option, compensatory equity purchase, phantom equity, equity appreciation rights, other compensatory equity-based, profit sharing, savings, health, life, disability, incentive compensation, deferred compensation, retirement, pension, severance, retention, change in control compensation, or fringe benefit plan, arrangement, program or agreement that is maintained, administered or contributed to by the Company or its Subsidiaries for the benefit of either's current or former employees, officers, directors or consultants or by virtue of such foregoing individual(s) their dependents or with respect to which the Company or its Subsidiaries has or could have any liability.

"Company Board" has the meaning specified in the Recitals.

"Company Board Approval" has the meaning specified in the Recitals.

"Company Board Recommendation" has the meaning specified in Section 8.04(c).

"Company Capital Stock" means, collectively, the Company Common Stock and the Company Preferred Stock.

"Company Certificate of Incorporation" means the restated certificate of incorporation of the Company, filed with the Secretary of State of the State of Delaware on July 26, 2019, as in effect on the date hereof.

"Company Change in Recommendation" has the meaning specified in Section 8.05(c).

"Company Common Stock" means common stock, par value $0.0001 per share, of the Company.

"Company Cure Period" has the meaning specified in Section 10.01(b).

"Company Minimum Holders" means the holders of (a) at least a majority of the outstanding shares of Company Capital Stock, voting together on an as converted to Company Common Stock basis, and (b) at least a majority of the outstanding shares of Company Preferred Stock, voting together on an as converted to Company Common Stock basis.

"Company Note" means a promissory note that is convertible into shares of Company Capital Stock.

"Company Notice Period" has the meaning specified in Section 8.05(d).

"Company Option" means an option to purchase shares of Company Capital Stock.

"Company Organizational Documents" means the Company Certificate of Incorporation and the bylaws of the Company, in each case as amended and in effect on the date hereof.

"Company Preferred Stock" means, collectively, the Series A Preferred Stock, the Series B Preferred Stock, and the Series C Preferred Stock.

“Company Representations” means the representations and warranties of the Company expressly and specifically set forth in Article IV this Agreement, as qualified by the Schedules.

“Company Securityholders” means Company Stockholders and Optionholders as of immediately prior to the Effective Time (including, for the avoidance of doubt, after giving effect to the conversion of Company Warrants and Company Notes pursuant to Section 2.05(f) and Section 2.05(g), as applicable).

“Company Specified Representations” has the meaning specified in Section 9.02(a)(i).

“Company Stockholder Written Consent” means a written consent, in substantially the form attached hereto as Exhibit C, with such changes as may be mutually agreed between the Company and SPAC.

“Company Stockholders” means the holders of shares of Company Capital Stock.

“Company Subsidiaries” has the meaning set forth in Section 4.01.

“Company Subsidiary Securities” has the meaning specified in Section 4.07(b).

“Company Warrant” means a warrant to purchase shares of Company Capital Stock.

“Confidentiality Agreement” has the meaning specified in Section 11.09.

“Contracts” means any written, legally binding contracts, agreements, subcontracts, leases, purchase orders, arrangements, and understandings.

“COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or any other epidemics, pandemics or disease outbreaks.

“COVID-19 Measures” means any quarantine, “shelter in place,” “stay at home,” workforce reduction, social distancing, shut down, closure, sequester or any other Law, Governmental Order, Action, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19, including the Coronavirus Aid, Relief, and Economic Security Act.

“DGCL” has the meaning specified in the Recitals.

“DPA” has the meaning specified in Section 5.18.

“Dissenting Shares” has the meaning specified in Section 2.07(a).

“Earnout Consideration” has the meaning specified in Section 2.08(a).

“Earnout Period” means the period of time commencing on the date hereof and continuing until the date that is the five (5)-year anniversary of the Closing Date.

“Earnout Shares Discount Factor” means a percentage, determined by the Company, in good faith, prior to the Closing.

“Earnout Shares Allocation Ratio” means the of quotient of (i) the sum of (A) the Earnout Shares Allocation Number plus (B) (x) the Fully-Diluted Share Number minus the Earnout Shares Allocation Number multiplied by (y) one (1) minus the Earnout Shares Discount Factor, divided by (ii) the Fully-Diluted Share Number.

"Earnout Shares Allocation Number" means, (a) the aggregate number of shares of Company Capital Stock outstanding as of immediately prior to the Effective Time, plus, (b) the number of shares of Company Capital stock issuable upon exercise of all Company Warrants outstanding as of immediately prior to the Effective Time, calculated on as-converted basis, plus, (c) the number of shares of Company Capital Stock issuable upon conversion of the 2019 Notes and the 2021 Notes, in each case, outstanding as of immediately prior to the Effective Time (and excluding, for the avoidance of doubt, any 2019 Notes or 2021 Notes which are Repaid Indebtedness), calculated on an as-converted basis; *provided*, that the Earnout Shares Allocation Number shall exclude any shares of Company Capital Stock (or shares of Company Capital Stock issued upon exercise or conversion of securities convertible into or exercisable for Company Capital Stock), issued in any Pre-Closing Financing (including any Permitted Debt Financing).

"Effective Time" has the meaning specified in Section 2.01(b).

"Employee Stock Purchase Plan Proposal" has the meaning specified in the definition of SPAC Stockholder Matters.

"Enforceability Exceptions" has the meaning specified in Section 4.03.

"Environmental Laws" means any and all applicable Laws governing Environmental Matters, as the same have been or may be amended from time to time, including any common law cause of action providing any right or remedy relating to Environmental Matters, and all applicable judicial and administrative decisions, orders and decrees relating to Environmental Matters.

"Environmental Matter" means any matter arising out of, relating to, or resulting from pollution, contamination, protection of the environment, sanitation, and any matters relating to emissions, discharges, disseminations, releases or threatened releases, of Hazardous Materials into the air (indoor and outdoor), surface water, groundwater, soil, land surface or subsurface, buildings, facilities, real or personal property or fixtures or otherwise arising out of, relating to, or resulting from the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, release or threatened release of Hazardous Materials.

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

"ERISA Affiliate" means a corporation which is or was at any time a member of a controlled group of corporations with the Company or its Subsidiaries within the meaning of Code Section 414(b), a trade or business which is or was under common control with the Company or its Subsidiaries within the meaning of Code Section 414(c), or a member of an affiliated service group with the Company or its Subsidiaries within the meaning of Code Sections 414(m) or (o).

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

"Exchange Agent" means American Stock Transfer & Trust Company, a New York corporation.

"Exchange Fund" has the meaning specified in Section 3.03.

"Excluded Shares" has the meaning specified in Section 2.05(b).

"Expense Reimbursement" has the meaning specified in Section 10.03.

"Extended Termination Date" has the meaning specified in Section 10.01(b).

"FCC" means the Federal Communications Commission.

"FCC Authorizations" has the meaning specified in Section 4.28(a).

"FCC Law" has the meaning specified in Section 4.28(a).

"Financial Statements" has the meaning specified in Section 4.08(a).

"Founder Majority in Interest" has the meaning specified in Section 11.03.

"Founders" has the meaning specified in the Preamble.

"Fraud" means common law fraud under the Laws of the State of Delaware in connection with the Transactions.

"Fully-Diluted Share Number" means, without duplication, (a) the aggregate number of shares of Company Capital Stock outstanding as of immediately prior to the Effective Time, plus (b) the number of shares of Company Capital Stock issuable upon exercise of all Company Warrants outstanding as of immediately prior to the Effective Time, plus (c) the number of shares of Company Capital stock issuable upon conversion of the 2019 Notes and the 2021 Notes, in each case, outstanding as of immediately prior to the Effective Time (and excluding, for the avoidance of doubt, any 2019 Notes or 2021 Notes which are Repaid Indebtedness), calculated on an as-converted basis, plus (d) the aggregate number of shares of Company Common Stock issuable upon the full exercise of all Vested Company Options that are outstanding as of immediately prior to the Effective Time; *provided*, that the Fully-Diluted Share Number shall exclude any shares of Company Capital Stock (or shares of Company Capital Stock issued upon exercise or conversion of securities convertible into or exercisable for Company Capital Stock), issued in any Pre-Closing Financing (including any Permitted Debt Financing).

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governing Document Proposal" has the meaning specified in the definition of SPAC Stockholder Matters.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Government Bid" means any bid, offer or proposal made by the Company or its Subsidiaries which, if accepted or successful, would result in a material Government Contract.

"Government Contract" means any material prime contract, subcontract, basic ordering agreement, pricing agreement, letter contract or other similar arrangement of any kind, between the Company or its Subsidiaries, on the one hand, and (i) any Governmental Authority, (ii) any prime contractor of a Governmental Authority in its capacity as a prime contractor, or (iii) any subcontractor with respect to any Contract of a type described in clauses (i) or (ii) above, on the other hand. A task, purchase, or delivery order under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Group Companies" has the meaning specified in Section 4.01.

"Hazardous Material" means material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," or "radioactive," or as a "pollutant" or "contaminant" (or words of similar intent or meaning) under applicable Environmental Laws, including petroleum, petroleum by-products, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable or explosive substances, or pesticides.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"Incentive Plan" has the meaning specified in Section 8.02.

"Incentive Plan Proposal" has the meaning specified in the definition of SPAC Stockholder Matters.

"Income Tax" means any Tax imposed upon or measured by net income or gain (however denominated).

"Indebtedness" means, with respect to any Person, without duplication, (i) all indebtedness for borrowed money of such Person or indebtedness issued by such Person in substitution or exchange for borrowed money, (ii) indebtedness evidenced by any note, bond, debenture, mortgage or other debt security (including any interest rate swaps, collars, caps and similar hedging obligations), (iii) all obligations as lessee that are required to be capitalized in accordance with GAAP, (iv) all obligations created or arising under any conditional sale, earn out or other arrangement for the deferral of purchase price of any property (but excluding any trade payables arising in the ordinary course of business), (v) all obligations under letters of credit, banker's acceptances, performance bonds, surety bonds or similar credit transactions, in each case, solely to the extent drawn, and (vi) all obligations of the type referred to in clauses (i)—(v) of this definition of any other Person, the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations. Notwithstanding anything to the contrary contained herein, "Indebtedness" of any Person shall not include any item that would otherwise constitute "Indebtedness" of such Person that is an obligation between such Person and any wholly owned Subsidiary of such Person or between any two or more wholly owned Subsidiaries of such Person.

"Intellectual Property" means all intellectual property rights created, arising, or protected under applicable Law, including all: (i) patents and patent applications, (ii) trademarks, service marks and trade names, (iii) copyrights, (iv) internet domain names and (v) trade secrets.

"Intended Tax Treatment" has the meaning specified in the Recitals hereto.

"Interim Period" has the meaning specified in Section 6.01.

"International Communications Authorizations" has the meaning specified in Section 4.28(c).

"Investor Rights Agreement" has the meaning specified in the Recitals hereto.

"IT Systems" means all computer systems, servers, network equipment and other computer hardware used by the Company or its Subsidiaries in the conduct of the business of the Group Companies.

"Law" means any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

"Leased Real Property" means all real property leased or subleased by the Company or its Subsidiaries.

"Leases" means all Contracts (including all material modifications, amendments, guarantees, supplements, waivers and side letters thereto) pursuant to which the Company or any of its Subsidiaries occupy (or have been granted an option to occupy) the Leased Real Property or is otherwise a party with respect to the Leased Real Property.

"Letter of Transmittal" has the meaning specified in Section 2.06(a).

"Level 1 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the product of (i) Two Million (2,000,000) shares of SPAC Class A Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing), multiplied by (ii) the Earnout Shares Allocation Ratio.

"Level 1 Milestone" means that the VWAP of a share of SPAC Class A Common Stock equals or exceeds Thirteen Dollars ($13.00) for twenty (20) Trading Days in any thirty (30) consecutive Trading Day period during the Earnout Period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing).

"Level 2 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the product of (i) Two Million (2,000,000) shares of SPAC Class A Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing), multiplied by (ii) the Earnout Shares Allocation Ratio.

"Level 2 Milestone" means that the VWAP of a share of SPAC Class A Common Stock equals or exceeds Sixteen Dollars ($16.00) for twenty (20) Trading Days in any thirty (30) consecutive Trading Day period during the Earnout Period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing).

"Level 3 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the product of (i) Two Million (2,000,000) shares of SPAC Class A Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing), multiplied by (ii) the Earnout Shares Allocation Ratio.

"Level 3 Milestone" means that the VWAP of a share of SPAC Class A Common Stock equals or exceeds Nineteen Dollars ($19.00) for twenty (20) Trading Days in any thirty (30) consecutive Trading Day period during the Earnout Period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing).

"Level 4 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the product of (i) Two Million (2,000,000) shares of SPAC Class A Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing), multiplied by (ii) the Earnout Shares Allocation Ratio.

"Level 4 Milestone" means that the VWAP of a share of SPAC Class A Common Stock equals or exceeds Twenty-Two Dollars ($22.00) for twenty (20) Trading Days in any thirty (30) consecutive Trading Day period during the Earnout Period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to SPAC Class A Common Stock occurring on or after the Closing).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest or other lien of any kind.

"Material Adverse Effect" means, with respect to the Group Companies, a material adverse effect on the business, results of operations or financial condition of the Group Companies, taken as a whole; provided, however, that in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Material Adverse Effect" on the business, results of operations or financial condition of the Group Companies, taken as a whole: (i) any change in applicable Laws or GAAP, or any interpretation thereof, (ii) any change in interest rates or economic, political, business, financial, commodity, currency or market conditions generally, (iii) the announcement or the execution of this Agreement, the pendency or consummation of the Merger or the performance of this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers and employees, (iv) the compliance with the terms of this Agreement or the taking of any action required by this Agreement or at the express written request of SPAC, (v) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, act of God or other force majeure event, (vi) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, the Company or its Subsidiaries operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment or personnel, (vii) any failure of the Group Companies, taken as a whole, to meet any projections, forecasts or budgets; provided, that clause (vii) shall not prevent or otherwise affect a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in, or contributed to, or would reasonably be expected to result in or contribute to, a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect), (viii) any changes to the industries in which the Group Companies operate, including the coming of new entrants or rising competitive pressures; and (ix) any global or national health emergency or epidemic, including COVID-19 or any COVID-19 Measures; provided that, in the case of clauses (i), (ii), (v), (vi), and (viii), such changes may be taken into account to the extent (but only to the extent) that such changes have had a disproportionate impact on the Group Companies, taken as a whole, as compared to other industry participants.

"Material Contracts" has the meaning specified in Section 4.12(a).

"Merger" has the meaning specified in the Recitals hereto.

"Merger Sub" has the meaning specified in the preamble hereto.

"Merger Sub Common Stock" means common stock, par value $0.0001 per share, of Merger Sub.

"Merger Sub Organizational Documents" means the certificate of incorporation and bylaws of Merger Sub, as amended and in effect on the date hereof.

"Milestone Event" means the Level 1 Milestone, the Level 2 Milestone, the Level 3 Milestone or the Level 4 Milestone, as applicable.

"Most Recent Balance Sheet" has the meaning specified in Section 4.08(a).

"Newco" has the meaning specified in Section 8.07(b).

"Noteholder" means any holder of any outstanding Company Notes.

"NYSE Proposal" has the meaning specified in the definition of SPAC Stockholder Matters.

"OFAC" has the meaning specified in the definition of Sanctions and Export Control Laws.

"Option Exchange Ratio" means the sum of (a) the Per Share Closing Consideration plus (b) the product of (i) the quotient obtained by dividing (A) 8,000,000 by (B) the Fully-Diluted Share Number, multiplied by (ii) the Earnout Shares Discount Factor.

"Optionholder" means any holder of any outstanding Company Options.

"Party" has the meaning specified in the preamble hereto.

"Per Share Closing Consideration" means an amount equal to the Closing Share Consideration divided by the Fully-Diluted Share Number.

"Per Share Consideration" means the Per Share Closing Consideration plus the Per Share Earnout Consideration.

"Per Share Earnout Consideration" means, to the extent issuable by SPAC to Company Stockholders pursuant to Section 2.08, the Per Share Level 1 Earnout Consideration, the Per Share Level 2 Earnout Consideration, the Per Share Level 3 Earnout Consideration, and the Per Share Level 4 Earnout Consideration.

"Per Share Level 1 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the quotient of (i) the Level 1 Earnout Consideration, divided by (ii) the Earnout Shares Allocation Number.

"Per Share Level 2 Earnout Consideration" means a number of shares of SPAC Class A Common Stock equal to the quotient of (i) the Level 2 Earnout Consideration, divided by (ii) the Earnout Shares Allocation Number.

“Per Share Level 3 Earnout Consideration” means a number of shares of SPAC Class A Common Stock equal to the quotient of (i) the Level 3 Earnout Consideration, divided by (ii) the Earnout Shares Allocation Number.

“Per Share Level 4 Earnout Consideration” means a number of shares of SPAC Class A Common Stock equal to the quotient of (i) the Level 4 Earnout Consideration, divided by (ii) the Earnout Shares Allocation Number.

“Permits” has the meaning specified in Section 4.11(a).

“Permitted Liens” means (i) statutory or common law Liens of mechanics, materialmen, warehousemen, landlords, carriers, repairmen, construction contractors and other similar Liens (A) that arise in the ordinary course of business, (B) that relate to amounts not yet delinquent or (C) that are being contested in good faith through appropriate Actions and either are not material or appropriate reserves for the amount being contested have been established in accordance with GAAP, (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business, (iii) Liens for Taxes not yet due and payable or which are being contested in good faith through appropriate Actions and for which appropriate reserves have been established in accordance with GAAP, (iv) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the present uses of such real property, (v) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business, and (vi) Liens securing any Indebtedness of the Group Companies as of the date hereof.

“Permitted Debt Financing” means any investment in, or debt financing of, the Company by F.P. Credit Partners, L.P., or one or more of its Affiliates, in the aggregate principal amount of up to $70,000,000, including the sale or issuance of convertible debt securities of the Company.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

“Personal Information” means all information that is defined as “personal information,” “personal data,” “personally identifiable information,” “protected health information,” or any similar term under applicable Privacy Laws, including any such information that identifies, can be used to identify or is otherwise associated with an individual person or device, including: (a) names, addresses, telephone numbers, email address, financial information, financial account number, personal health information, drivers’ license numbers and government-issued identification numbers; and (b) Internet Protocol addresses, device identifiers or other persistent identifiers.

“PIPE Investment” has the meaning specified in the Recitals hereto.

“PIPE Investment Amount” has the meaning specified in the Recitals hereto.

“PIPE Investors” has the meaning specified in the Recitals hereto.

“Policies” has the meaning specified in Section 4.16.

“Pre-Closing Financing” means a transaction or series of transactions in which the Company issues shares of Company Capital Stock (or securities convertible into or exercisable for Company Capital Stock).

"Pre-Closing SPAC Holders" means the holders of shares of SPAC Common Stock as of any specified time prior to the Effective Time.

"Privacy Laws" means any and all applicable Laws, Contracts and self-regulatory guidelines (including of any applicable foreign jurisdiction) and industry standards (in the case of such guidelines and industry standards, to the extent binding on the Company or its Subsidiaries by Law or Contract or with which the Company or its Subsidiaries have represented compliance), in each case, with respect to privacy and data security and relating to the Company's and its Subsidiaries' receipt, collection, compilation, use, storage, processing, sharing, safeguarding, disposal, destruction, disclosure, transfer (including cross-border) or security (both technical and physical) of Personal Information, including, as applicable, the Federal Trade Commission Act, California Consumer Privacy Act, General Data Protection Regulation, Regulation 2016/679/EU on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any and all applicable Laws relating to breach notification in connection with Personal Information.

"Private Warrants" means a warrant, issued pursuant to the Private Warrant Agreement, to acquire shares of SPAC Class A Common Stock.

"Private Warrant Agreement" means that certain Private Placement Warrants Purchase Agreement, dated September 9, 2020, by and between SPAC and Six4 Holdings, LLC.

"Public Warrants" means a warrant, issued pursuant to the Public Warrant Agreement, to acquire shares of SPAC Class A Common Stock.

"Public Warrant Agreement" means that certain Warrant Agreement, dated as of September 9, 2020, by and between SPAC and the Exchange Agent.

"Registration Statement/Proxy Statement" means (a) a proxy statement to be sent to thePre-Closing SPAC Holders relating to the Special Meeting for the purpose of, among other things, (i) providing such stockholders with the opportunity to redeem shares of SPAC Common Stock held by them in accordance with the SPAC Organizational Documents (the "SPAC Stockholder Redemption") and (ii) soliciting proxies from holders of SPAC Common Stock to vote at the Special Meeting in favor of the SPAC Stockholder Matters, and the adjournment of the Special Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the SPAC Stockholder Matters, and (b) a registration statement on Form S-4, in which the proxy statement described in clause (a) shall be included as a prospectus, in connection with the registration under the Securities Act of the shares of SPAC Class A Common Stock to be issued pursuant to this Agreement, including the shares to be issued as Earnout Consideration.

"Regulatory Authorizations" has the meaning specified in Section 8.10.

"Repaid Indebtedness" means the Indebtedness of the Group Companies to be repaid in connection with the Closing.

"Representative" means, as to any Person, any of the officers, directors, managers, employees, counsel, accountants, financial advisors, and consultants of such Person.

"Requisite Company Approval" has the meaning specified in Section 4.03.

"Required SPAC Stockholder Matters" means, collectively, (a) the Business Combination Proposal, (b) the NYSE Proposal (c) the Incentive Plan Proposal, (d) the Employee Stock Purchase Plan Proposal, and (e) the Governing Document Proposal.

"Restricted Party List" has the meaning specified in Section 4.11(c).

"Sanctions and Export Control Laws" means any Law in any part of the world related to (a) import and export controls, including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, (b) economic sanctions, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State, the European Union, any European Union Member State, the United Nations, and Her Majesty's Treasury of the United Kingdom, or (c) anti-boycott regulations, including those administered by the U.S. Department of Commerce and the U.S. Department of the Treasury.

"Satellites" means each satellite used by the Group Companies in connection with the conduct of the business of the Group Companies.

"Schedules" means the disclosure schedules of the Group Companies and/or the disclosure schedules of SPAC, as the context requires.

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

"SEC Reports" has the meaning specified in Section 5.08(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Laws" means the securities Laws of any state, federal or foreign entity and the rules and regulations promulgated thereunder.

"Series A Preferred Stock" means preferred stock, par value $0.0001 per share, of the Company designated as Series A Preferred Stock in the Company Certificate of Incorporation.

"Series B Preferred Stock" means preferred stock, par value $0.0001 per share, of the Company designated as Series A Preferred Stock in the Company Certificate of Incorporation.

"Series C Preferred Stock" means preferred stock, par value $0.0001 per share, of the Company designated as Series A Preferred Stock in the Company Certificate of Incorporation.

"Share Consideration" means, collectively, the Closing Share Consideration and any Earnout Consideration that becomes deliverable pursuant to Section 2.08.

"Significant Customers" has the meaning specified in Section 4.24(a).

"Significant Suppliers" has the meaning specified in Section 4.24(a).

"Software" means any and all computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form. "Software" does not include any Personal Information.

"SPAC" has the meaning specified in the preamble hereto.

"SPAC A&R Bylaws" has the meaning specified in the Recitals.

"SPAC A&R Charter" has the meaning specified in the Recitals.

"SPAC Acquisition Proposal" means (a) any direct or indirect acquisition (or other business combination), in one or a series of related transactions under which SPAC or any of its controlled Affiliates, directly or indirectly, (i) acquires or otherwise purchases any other Person(s), (ii) engages in a business combination with any other Person(s) or (iii) acquires or otherwise purchases all or a material portion of the assets, equity securities or businesses of any other Person(s) (in the case of each of clause (i), (ii) and (iii), whether by merger, consolidation, recapitalization, purchase or issuance of equity securities, tender offer or otherwise), (b) any equity, debt or similar investment in SPAC or any of its controlled Affiliates or (c) any other "Business Combination" as defined in Certificate of Incorporation.

"SPAC Affiliate Party" has the meaning specified in Section 5.16.

"SPAC Benefit Plan" means any "employee benefit plan," as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and any other employment, compensation, bonus, stock option, compensatory equity purchase, phantom equity, equity appreciation rights, other compensatory equity-based, profit sharing, savings, health, life, disability, incentive compensation, deferred compensation, retirement, pension, severance, retention, change in control compensation, or fringe benefit plan, arrangement, program or agreement that is maintained, administered or contributed to by SPAC or its Subsidiaries for the benefit of either's current or former employees, officers, directors or consultants or by virtue of such foregoing individual(s) their dependents or with respect to which SPAC or its Subsidiaries has or could have any liability.

"SPAC Board" has the meaning specified in the Recitals.

"SPAC Board Recommendation" has the meaning specified in Section 8.04(b).

"SPAC Class A Common Stock" means common stock, par value $0.0001 per share, of SPAC, classified as Class A Common Stock in the Certificate of Incorporation and SPAC A&R Charter, as applicable.

"SPAC Class B Common Stock" means common stock, par value $0.0001 per share, of SPAC, classified as Class B Common Stock in the Certificate of Incorporation and SPAC A&R Charter, as applicable.

"SPAC Common Stock" means the SPAC Class A Common Stock and/or SPAC Class B Common Stock, as the context so requires.

"SPAC Cure Period" has the meaning specified in Section 10.01(c).

"SPAC Material Contract" has the meaning specified in Section 5.15(b).

"SPAC Organizational Documents" means the Certificate of Incorporation and SPAC's bylaws, as amended.

"SPAC Representations" means the representations and warranties of SPAC expressly and specifically set forth in Article V this Agreement, as qualified by the Schedules.

"SPAC Specified Representations" has the meaning specified in Section 9.03(a)(i).

"SPAC Stockholder Approval" has the meaning specified in Section 9.01(c).

"SPAC Stockholder Matters" means, collectively, (a) the adoption and approval of this Agreement and the transactions contemplated hereby (including the Merger) (the "Business Combination Proposal"); (b) the adoption and approval of the issuance of the shares of SPAC Common Stock in connection with the transactions contemplated by this Agreement as required by Stock Exchange listing requirements (the "NYSE Proposal"); (c) the adoption and approval of the amendments to the SPAC Organizational Documents contemplated by the SPAC A&R Charter and SPAC A&R Bylaws (the "Governing Document Proposal"); (d) the adoption and approval of the Incentive Plan (the "Incentive Plan Proposal"); (e) the adoption and approval of the Employee Stock Purchase Plan (the "Employee Stock Purchase Plan Proposal"); (f) the adoption and approval of each other proposal that either the SEC or the Stock Exchange (or the respective staff members thereof) indicates is necessary in its comments to the Registration Statement/Proxy Statement or in correspondence related thereto; (g) the adoption and approval of each other proposal reasonably agreed to by SPAC and the Company as necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Documents; and (h) the adoption and approval of a proposal for the adjournment of Special Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing.

"SPAC Stockholder Redemption" has the meaning specified in the definition of Registration Statement/Proxy Statement.

"SPAC Transaction Expenses" means all fees, costs and expenses of SPAC and Merger Sub incurred prior to and through the Closing Date in connection with the negotiation, preparation and execution of this Agreement, the performance and compliance with all Transaction Agreements and conditions contained herein to be performed or complied with at or prior to the Closing, the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, including fees, costs, expenses and disbursements of counsel, accountants, advisors and consultant of SPAC and Merger Sub, whether paid or unpaid as of the Closing.

"SPAC Warrants" means, collectively, the Private Warrants and the Public Warrants.

"Special Meeting" has the meaning specified in Section 8.04(b).

"Sponsors" means each of Six4 Holdings, LLC, Robert Coleman, Jack Pearlstein, Gilman Louie, Ambassador Henry Crumpton and William Crowell.

"Stock Certificate" means a certificate or certificates, or an instrument or instruments, which immediately prior to the Effective Time represented outstanding shares of Company Capital Stock.

"Stock Exchange" means the New York Stock Exchange.

"Stock Option Plan" means the 2012 Equity Incentive Plan of the Company, as amended.

"Subscription Agreements" has the meaning specified in the Recitals hereto.

"Subsidiary" means, with respect to a Person, any corporation or other organization (including a limited liability company or a partnership), whether incorporated or unincorporated, of which such Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such Person or any of its Subsidiaries is, directly or indirectly, a general partner or managing member.

"Superior Proposal" means a bona fide, written Company Acquisition Proposal (with all references to "20%" in the definition of "Company Acquisition Proposal" being treated as references to "100%" for these purposes) made after the date hereof, that (a) was not the result of the Company's material breach of Section 8.05, (b) is reasonably likely to be consummated in accordance with its terms, (c) is on terms that the Company Board determines in good faith, after consultation with its outside financial advisor (if any) and legal counsel, would, if consummated, result in a transaction that is more favorable from a financial point of view to the Company's stockholders (solely in their capacity as such) than the transactions contemplated by this Agreement after taking into account all relevant factors, including legal, financial (including the financing terms of any such proposal), regulatory, timing or other aspects of such proposal and this Agreement and the transactions contemplated hereby (including any offer by SPAC to amend the terms of this Agreement, termination or break-up fee and conditions to consummation), and (d) provides for at least 50% of the consideration to be paid to Company Stockholders in such transaction with respect to their issued and outstanding shares of Company Capital Stock to be paid in cash, with such cash consideration being either (i) funded from the cash on hand of the third party (or the Affiliates of the third party) making such Company Acquisition Proposal or (ii) funded at the closing of the transaction contemplated by such Company Acquisition Proposal pursuant to financing commitment letters in place at the time of execution of the definitive transaction agreement in connection with such Company Acquisition Proposal; provided that, notwithstanding anything in this Agreement to the contrary, no Company Acquisition Proposal can be a Superior Proposal if such Company Acquisition Proposal is made by a third party that is (1) a Company Securityholder, (2) an Affiliate of the Company or of any Company Securityholder or (3) a special purpose acquisition company (other than SPAC).

"Support Agreement" has the meaning specified in the Recitals hereto.

"Surrender Documentation" has the meaning specified in Section 2.06(a).

"Surviving Company" has the meaning specified in the Recitals hereto.

"Surviving Provisions" has the meaning specified in Section 10.02.

"Target Transaction Expenses" means all fees, costs and expenses of the Group Companies incurred prior to and through the Closing Date in connection with the negotiation, preparation and execution of this Agreement, the performance and compliance with all Transaction Agreements and conditions contained herein to be performed or complied with at or prior to the Closing, the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, including fees, costs, expenses and disbursements of counsel, accountants, advisors and consultants of the Group Companies, whether paid or unpaid as of the Closing. For the avoidance of doubt, Target Transaction Expenses shall not include any fees, costs, or expenses incurred by the Company Securityholders.

"Tax" means any federal, state, provincial, territorial, local, foreign and other net Income Tax, alternative oradd-on minimum tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment related tax (including employee withholding or employer payroll tax), ad valorem, unclaimed property, transfer, franchise, license, excise, severance, stamp, occupation, premium, personal property, real property, capital stock, profits, disability, registration, value added, estimated, customs duties, and sales or use tax, or other tax or like assessment, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto by a Governmental Authority, whether as a primary obligor or as a secondary obligor as a result of being a transferee or successor of another Person or member of an affiliated, consolidated, unitary, combined or other group pursuant to Law, Contract or otherwise by operation of Law.

“Tax Return” means any return, report, statement, refund, claim, declaration, information return, statement, estimate or other document filed or required to be filed with a Governmental Authority in respect of Taxes, including any schedule or attachment thereto and including any amendments thereof.

“Terminating SPAC Breach” has the meaning specified in Section 10.01(c).

“Terminating Company Breach” has the meaning specified in Section 10.01(b).

“Termination Date” has the meaning specified in Section 10.01(b).

“Trading Day” means any day on which shares of SPAC Class A Common Stock are actually traded on the principal securities exchange or securities market on which shares of SPAC Class A Common Stock are then traded.

“Transaction Agreements” shall mean this Agreement, the Subscription Agreements, the Voting and Non-Redemption Agreements, the Waiver Agreement, the Investor Rights Agreement, the Support Agreements and all the agreements, documents, instruments and certificates entered into in connection herewith or therewith and any and all exhibits and schedules thereto.

“Transaction Litigation” has the meaning specified in Section 8.11.

“Transactions” means the transactions contemplated by this Agreement, including the Merger.

“Treasury Regulations” means the regulations promulgated under the Code.

“Trust Account” has the meaning specified in Section 5.06(a).

“Trust Account Released Claims” has the meaning specified in Section 6.03.

“Trust Agreement” has the meaning specified in Section 5.06(a).

“Trustee” has the meaning specified in Section 5.06(a).

“Vested Company Option” means each Company Option that is vested as of immediately prior to the Effective Time.

“Voting and Non-Redemption Agreement” has the meaning specific in the Recitals hereto.

“VWAP” means, as of any given date(s), the dollar volume-weighted average price for a share of SPAC Class A Common Stock on the Stock Exchange (or such other principal securities exchange or securities market on which shares of SPAC Class A Common Stock are then traded) during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its “HP” function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price for a share of SPAC Class A Common Stock in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for a share of SPAC Class A Common Stock by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for shares of SPAC Class A Common Stock as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for a share of SPAC Class A Common Stock on such date(s) on any of the foregoing bases, the VWAP of a share of SPAC Class A Common Stock on such date(s) shall be the fair market value per share on such date(s) as reasonably determined by SPAC.

"Waiver Agreement" has the meaning specified in the Recitals hereto.

"Warrantholder" means any holder of any outstanding Company Warrants.

Section 1.02 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (iv) the terms "Article", "Section", "Schedule", "Exhibit" and "Annex" refer to the specified Article, Section, Schedule, Exhibit or Annex of or to this Agreement unless otherwise specified, (v) the word "including" shall mean "including without limitation," (vi) the word "or" shall be disjunctive but not exclusive, and (vii) the phrase "to the extent" means the degree to which a thing extends (rather than if).

(b) When used herein, "ordinary course of business" means an action taken, or omitted to be taken, in the ordinary and usual course of the Company's and its Subsidiaries' business or SPAC and Merger Sub's business, as the context so requires.

(c) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(d) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(e) The language used in this Agreement shall be deemed to be the language chosen by the Parties and the Founders to express their mutual intent and no rule of strict construction shall be applied against any Party or Founder.

(f) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(g) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(h) The phrases "provided to," "furnished to," "made available" and phrases of similar import when used herein, unless the context otherwise requires, means that a copy of the information or material referred to has been provided no later than 9:00 p.m. on the third day prior to the date of this Agreement to the Party to which such information or material is to be provided or furnished (i) in the virtual "data room" set up by the Company in connection with this Agreement or (ii) by delivery to such Party or its legal counsel via electronic mail or hard copy form.

Section 1.03 Knowledge. As used herein, the phrase “to the knowledge” shall mean the actual knowledge after reasonable inquiry of, (a) in the case of the Company, Peter Platzer, Thomas Krywe, and Ananda Martin and (b) in the case of SPAC, Robert Coleman and Jack Pearlstein.

Section 1.04 Equitable Adjustments. If, between the date of this Agreement and the Closing, the outstanding shares of Company Common Stock or shares of SPAC Common Stock shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, reorganization, recapitalization, split, combination or exchange of shares, or any similar event shall have occurred, then any number, value (including dollar value) or amount contained herein which is based upon the number of shares of Company Capital Stock or shares of SPAC Common Stock, as applicable, will be appropriately adjusted to provide to the holders of Company Capital Stock or the holders of SPAC Common Stock, as applicable, the same economic effect as contemplated by this Agreement prior to such event; provided, however, that this Section 1.04 shall not be construed to permit SPAC or the Company to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

ARTICLE II
THE CLOSING TRANSACTIONS

Section 2.01 The Merger.

(a) On the terms and subject to the conditions set forth herein, at the Effective Time, in accordance with the applicable provisions of the DGCL, Merger Sub and the Company shall consummate the Merger, pursuant to which Merger Sub shall be merged with and into the Company, following which the separate corporate existence of Merger Sub shall cease and the Company shall continue as the Surviving Company and a direct wholly-owned Subsidiary of SPAC.

(b) On the terms and subject to the conditions set forth herein, on the Closing Date, Merger Sub and the Company shall cause the Merger to be consummated by filing the certificate of merger in substantially the form of Exhibit D attached hereto (the “Certificate of Merger”) with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL (the time of such filing, or such later time as may be agreed in writing by SPAC and the Company and specified in the Certificate of Merger, the “Effective Time”).

Section 2.02 Effect of the Merger Generally. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Company and Merger Sub shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Surviving Company, which shall include the assumption by the Surviving Company of any and all agreements, covenants, duties and obligations of the Company and Merger Sub set forth in this Agreement to be performed after the Effective Time. For the avoidance of doubt, all references herein to the Company relating to the period following the Closing shall be deemed to refer to the Surviving Company.

Section 2.03 Governing Documents.

(a) Subject to Section 6.04, at the Effective Time, the certificate of incorporation and bylaws of the Surviving Company shall be amended to read the same as the certificate of incorporation and bylaws of Merger Sub as in effect immediately prior to the Effective Time, in each case, until thereafter amended in accordance with its terms and as provided by applicable Law.

(b) At the Closing, SPAC shall (i) amend and restate the Certificate of Incorporation in the form of the SPAC A&R Charter by filing the SPAC A&R Charter with the Secretary of State of the State of Delaware and (ii) amend and restate the bylaws of SPAC in the form of the SPAC A&R Bylaws.

Section 2.04 Directors/Managers and Officers. Unless otherwise determined by SPAC and the Company prior to the Effective Time, immediately after the Effective Time, the board of directors and officers of the Surviving Company shall be the board of directors and officers of the Company immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified.

Section 2.05 Effect of the Merger on Securities of the Company and Merger Sub.

(a) On the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any further action on the part of any Party or the holders of any securities of the Company or Merger Sub, each share of Merger Sub Common Stock issued and outstanding as of immediately prior to the Effective Time shall be converted into one (1) fully paid and nonassessable share of common stock, par value $0.0001 per share, of the Surviving Company. As of the Effective Time, the shares of Merger Sub Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and the holder or holders of such shares shall cease to have any rights with respect thereto, except the right to receive shares of common stock in the Surviving Company to be issued in consideration therefore as provided herein, without interest. After the Effective Time, SPAC shall be the holder of all of the issued and outstanding shares of the capital stock of the Surviving Company.

(b) On the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any further action on the part of any Party or the holders of any securities of the Company or Merger Sub, each share of Company Capital Stock held immediately prior to the Effective Time by the Company as treasury shares ("Excluded Shares") shall be cancelled and extinguished, and no consideration shall be paid or payable with respect thereto.

(c) On the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any further action on the part of any Party or the holders of any securities of the Company or Merger Sub, each share of Company Capital Stock (other than shares that are Dissenting Shares or Excluded Shares) issued and outstanding immediately prior to the Effective Time (after giving effect to the exercise of the Company Warrants into shares of Company Capital Stock, the conversion of Company Notes into shares of Company Capital Stock) shall be cancelled and extinguished and shall be converted automatically into the right to receive a number of shares of SPAC Class A Common Stock equal to: (i) at the Closing, the Per Share Closing Consideration, and (ii) the Per Share Earnout Consideration, on the terms and subject to the conditions set forth in Section 2.08;

(d) Each share of Company Capital Stock to be converted into the right to receive the Per Share Consideration as provided in Section 2.05(c) shall be automatically cancelled and shall cease to exist, and the holders of such share of Company Capital Stock shall cease to have any rights with respect to such share other than the right to receive, upon compliance with the surrender procedures set forth in Section 2.06, the Per Share Consideration.

(e) Effective as of the Effective Time, each Company Option that is outstanding and unexercised as of immediately prior to the Effective Time will be assumed by SPAC (the "Assumed Option"). Each such Assumed Option shall continue to have, and be subject to, the same terms and conditions that applied to the corresponding Company Option (including with respect to vesting criteria) as in effect immediately prior to the Effective Time, except that (i) the Assumed Option shall be exercisable solely for shares of SPAC Class A Common Stock, (ii) the number of shares of SPAC Class A Common Stock subject to each such Assumed Option shall be equal to the product of (A) the number of shares of

Company Common Stock subject to the corresponding Company Option immediately prior to the Effective Time, multiplied by (B) the Option Exchange Ratio, with any resulting fractional share rounded down to the nearest whole number, and (iii) the exercise price per share of each Assumed Option shall be equal to the quotient obtained by dividing (A) the exercise price per share of the corresponding Company Option as of immediately prior to the Effective Time by (B) the Option Exchange Ratio, with any resulting fractional cent rounded up to the nearest whole cent. Notwithstanding the foregoing, the conversions described in this Section 2.05(e) will be subject to such modifications, if any, as are required to cause the conversion to be made in a manner consistent with the requirements of Section 409A of the Code and, in the case of any Company Option to which Section 422 of the Code applies, the exercise price and the number of shares of SPAC Class A Common Stock issuable upon the exercise of the corresponding Assumed Option shall be determined subject to such adjustments as are necessary in order to satisfy the requirements of Section 424(a) of the Code. At or prior to the Effective Time, and subject to the approval and effectiveness of the Incentive Plan pursuant to Section 8.02, the Company and its board of directors, as applicable, shall adopt any resolutions and take any actions which are reasonably necessary to cause the Stock Option Plan to terminate as of the Effective Time and to effectuate the treatment of the Company Options pursuant to this Section 2.05(e).

(f) Immediately prior to the Closing, it is anticipated that all outstanding Company Warrants shall either have been "net" exercised in exchange for shares of Company Capital Stock in accordance with their terms and shall no longer be outstanding and shall automatically be cancelled, extinguished and retired and shall cease to exist, and each holder thereof shall cease to have any rights with respect thereto, other than, for the avoidance of doubt, with respect to the Company Capital Stock into which Company Warrants are exchanged, or assumed by SPAC, to the extent permissible pursuant to the terms of such Company Warrant. In the event that any such Company Warrants are unable to be so exchanged prior to the termination of this Agreement, the Parties shall negotiate in good faith and use commercially reasonable efforts to mutually agree as promptly as practicable to such amendments to this Article II as are necessary to reflect an assumption, exchange or similar accommodation for such Company Warrants; provided that such assumption, exchange or similar accommodation shall be reasonably satisfactory to each Party.

(g) Immediately prior to the Closing, it is anticipated that all outstanding Company Notes (excluding, for the avoidance of doubt, any Company Notes which are Repaid Indebtedness) shall have been converted into shares of Company Capital Stock in accordance with their terms and shall no longer be outstanding and shall automatically be cancelled, extinguished and retired and shall cease to exist, and each holder thereof shall cease to have any rights with respect thereto, other than, for the avoidance of doubt, with respect to the Company Capital Stock into which Company Notes are exchanged. In the event that any such Company Notes are unable to be so converted prior to the termination of this Agreement, the Parties shall negotiate in good faith and use commercially reasonable efforts to mutually agree as promptly as practicable to such amendments to this Article II as are necessary to reflect an assumption, exchange or similar accommodation for such Company Notes; provided that such assumption, exchange or similar accommodation shall be reasonably satisfactory to each Party.

(h) From and after the Effective Time, the stock transfer ledger of the Company shall be closed and there shall be no further registration of transfers on the ledgers of the Surviving Company of any shares of Company Capital Stock. If, after the Effective Time, Stock Certificates formerly representing shares of Company Capital Stock are presented to the Surviving Company or the Exchange Agent, they shall be surrendered and cancelled as provided in this Article II.

(i) No fractional shares of SPAC Common Stock shall be issued in connection with the Merger as a result of the conversion provided for in this Section 2.05, and no certificates or scrip for any such fractional shares shall be issued. In the event any holder of Company Capital Stock would otherwise be entitled to receive a fraction of a share of SPAC Class A Common Stock (after aggregating all fractional shares of SPAC Class A Common Stock issuable to such holder), such fractional share shall be rounded down to the nearest whole share. The Parties acknowledge that any such adjustment was not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to SPAC that would otherwise be caused by the issuance of fractional shares.

(j) The Share Consideration deliverable in respect of shares of Company Common Stock (including with respect to Company Options exercisable for shares of Company Common Stock) in accordance with the terms of this Article II shall be deemed to be full payment and satisfaction of all rights pertaining to all shares of Company Capital Stock, Company Warrants, Company Notes, and Company Options. The Parties acknowledge and agree that (i) except as otherwise set forth in this Agreement, the delivery to the Company Securityholders of the Share Consideration pursuant to this Agreement shall be administered by the Exchange Agent upon deposit by SPAC of the Share Consideration into the Exchange Fund, (ii) SPAC and the Exchange Agent shall be entitled to rely on the Allocation Statement in delivering the Share Consideration under this Agreement and neither SPAC, Merger Sub, the Surviving Company, nor the Exchange Agent shall be responsible for the calculations or the determinations regarding such calculations in the Allocation Statement, and (iii) after delivering the Share Consideration to the Company Securityholders in accordance with the Allocation Statement, neither SPAC, Merger Sub, the Surviving Company, nor the Exchange Agent shall have any liability to any Person for the allocation or distribution of the Share Consideration among the Company Securityholders.

Section 2.06 Mechanics of Exchange and Surrender.

(a) Concurrently with the mailing of the Company Stockholder Written Consent, the Company shall send or cause to be sent by physical or electronic mail to the Persons who were record holders of Company Capital Stock immediately prior to the Effective Time a letter of transmittal in the form attached hereto as Exhibit E, with such changes as may be required by the Exchange Agent and reasonably acceptable to SPAC and the Company (the "Letter of Transmittal"), together with instructions for use in effecting the surrender of Stock Certificates (to the extent such shares of Company Common Stock are certificated) in exchange for shares of SPAC Common Stock. Upon delivery to the Exchange Agent of a duly completed and validly executed Letter of Transmittal and such other documents as may be reasonably required by SPAC, and, if applicable, surrender of related Stock Certificate(s) (or affidavits of loss in lieu thereof in accordance with Section 2.06(b)) to the Exchange Agent for cancellation (collectively, the 'Surrender Documentation") (or, if such delivery occurs prior to the Closing, then upon the Closing), the holder of shares of Company Common Stock in respect of which such Surrender Documentation is delivered shall be entitled to receive in exchange therefor, the consideration to which such holder is entitled pursuant to Section 2.05(c) for each share of Company Capital Stock in respect of which such Surrender Documentation is delivered, and the Stock Certificate(s) (if any) so surrendered shall be cancelled. The Exchange Agent shall deliver from the Exchange Fund to each such holder:

(i) promptly after the later to occur of (A) the Closing and (B) the Exchange Agent's receipt of Surrender Documentation from such holder, the number of whole shares of SPAC Common Stock to which such holder has the right to receive pursuant to Section 2.05(c) in respect of the Per Share Closing Consideration; and

(ii) promptly after the later to occur of (A) the deposit by SPAC into the Exchange Fund of shares of SPAC Common Stock in respect of Earnout Consideration and (B) the Exchange Agent's receipt of Surrender Documentation from such holder, the number of whole shares of SPAC Common Stock to which such holder has the right to receive pursuant to Section 2.05(c) in respect of the Per Share Earnout Consideration.

(b) In the event that any Stock Certificate shall have been lost, stolen or destroyed, in lieu of surrendering such Stock Certificate in accordance with this Agreement, the Company Stockholder claiming such Stock Certificate to be lost, stolen, or destroyed shall execute and deliver to SPAC an affidavit of that fact, together with an indemnity agreement in form and substance reasonably satisfactory to SPAC.

(c) Any portion of the Exchange Fund that remains undelivered to the Company Stockholders six (6) months after such portion first becomes deliverable to the Company Stockholders pursuant to this Agreement shall be promptly returned to SPAC, and any such Company Stockholder who has not delivered its Surrender Documentation in exchange for the Share Consideration in accordance with this Section 2.06 prior to that time shall thereafter look only to SPAC for delivery of the applicable portion of the Closing Share Consideration or Earnout Consideration as set forth in Section 2.05(c). Notwithstanding the foregoing, neither SPAC nor the Surviving Company shall be liable to a holder of shares of Company Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any portion of the Exchange Fund remaining undelivered to the Company Stockholders one (1) year after such Share Consideration first becomes deliverable to the Company Stockholders pursuant to this Agreement (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Authority) shall become, to the extent permitted by applicable Law, the property of SPAC free and clear of any claims or interest of any Person previously entitled thereto.

(d) If any portion of the Share Consideration is to be paid to a Person other than the Person in whose name shares of Company Common Stock are registered, it shall be a condition precedent to such payment that (i) to the extent such shares are certificated, the Stock Certificate related to such shares shall be properly endorsed or shall otherwise be in proper form for transfer, and (ii) the Person requesting such payment shall pay to the Exchange Agent any transfer or other Tax required as a result of such payment to a Person other than the registered holder of such shares or establish to the reasonable satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(e) Unless otherwise provided herein, no interest shall be paid or shall accrue on any consideration deliverable upon delivery of Surrender Documentation. No dividends or other distributions declared or made with respect to SPAC Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered shares of Company Common Stock with respect to the shares of SPAC Common Stock that such holder has the right to receive in the Merger until such holder delivers the Surrender Documentation to the Exchange Agent in accordance with this Section 2.06 (at which time such holder shall be entitled, subject to the effect of applicable abandoned property, escheat or similar Laws, to receive all such dividends and distributions, without interest, from the Exchange Fund).

(f) SPAC shall cause the Exchange Agent, pursuant to irrevocable instructions, to deliver the Share Consideration out of the Exchange Fund in accordance with this Agreement. The Exchange Fund shall not be used for any purpose other than as set forth in this Agreement. All shares of SPAC Common Stock deposited in the Exchange Fund and delivered to Company Stockholders pursuant to this Agreement shall be uncertificated.

Section 2.07 Dissenting Shares.

(a) Notwithstanding any other provisions of this Agreement to the contrary, any shares of Company Capital Stock held by a holder who has properly exercised his, her or its appraisal rights under the DGCL ("Dissenting Shares") shall not be converted into or represent a right to receive the consideration for Company Capital Stock set forth in Section 2.05(c), but the holder thereof shall only be entitled to such rights with respect to such Dissenting Shares as are provided by the DGCL.

(b) Notwithstanding the provisions of Section 2.07(a), if any holder of Dissenting Shares shall effectively withdraw or lose (through failure to perfect or otherwise) such holder's appraisal rights under the DGCL, then, as of the later of the Effective Time and the occurrence of such withdrawal or loss, such holder's shares of Company Capital Stock shall automatically be converted into and represent only the right to receive the applicable consideration for such shares of Company Capital Stock as set forth in Section 2.05(c), without interest thereon, upon satisfaction of the exchange procedures set forth in Section 2.06.

(c) During the period from the date hereof to the Closing Date, the Company shall give SPAC (i) prompt notice of any notice or written threat to demand appraisal under the DGCL or demand for appraisal under the DGCL received by the Company, and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands. During such period, the Company shall not make any payment with respect to any such demands, offer to settle or settle any such demands without SPAC's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

(d) Notwithstanding anything in this Article II to the contrary, SPAC shall not be obligated to deliver, or cause to be delivered, to the Exchange Agent any portion of the Share Consideration in respect of any Dissenting Shares, and any portion of the Share Consideration delivered to the Exchange Agent in respect of any Dissenting Shares shall be promptly returned to SPAC.

Section 2.08 Earnout.

(a) Following the Closing, and as additional consideration for the Merger, (x) within ten (10) Business Days after the occurrence of a Milestone Event, if such Milestone Event occurs following the Closing, or (y) at the Closing, if such Milestone Event occurs prior to the Closing, SPAC shall issue to each Company Stockholder the following amount of shares of the SPAC Class A Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to the SPAC Class A Common Stock occurring on or after the Closing) (the "Earnout Consideration"), with respect to each share of Company Capital Stock, that is issued and outstanding immediately prior to the Effective Time (including shares issued upon the exercise of Company Warrants and conversion of Company Notes) and held by such Company Stockholder immediately prior to the Effective Time (other than any shares of Company Capital Stock held by Company Stockholders who have perfected and not withdrawn a demand for appraisal rights pursuant to the applicable provisions of the DGCL), on the terms and subject to the conditions set forth in this Agreement:

(i) Upon the occurrence of the Level 1 Milestone, the Per Share Level 1 Earnout Consideration;

(ii) Upon the occurrence of the Level 2 Milestone, the Per Share Level 2 Earnout Consideration;

(iii) Upon the occurrence of the Level 3 Milestone, the Per Share Level 3 Earnout Consideration; and

(iv) Upon the occurrence of the Level 4 Milestone, the Per Share Level 4 Earnout Consideration.

(b) For the avoidance of doubt, the Company Stockholders shall be entitled to receive Earnout Consideration upon the occurrence of each Milestone Event; provided, however, that (i) each Milestone Event shall only occur once, if at all, (ii) multiple Milestone Events may occur at the same time and (iii) notwithstanding anything herein to the contrary, in no event shall the Company Stockholders in the aggregate be entitled to receive an aggregate number of shares of Earnout Consideration in excess of the product of (A) 8,000,000 multiplied by (B) the Earnout Shares Allocation Ratio.

(c) If, during the Earnout Period, there is a Change of Control, then immediately prior to the consummation of such Change of Control: (a) any Milestone Event that has not previously occurred shall be deemed to have occurred; and (b) SPAC shall issue the applicable Earnout Consideration to the Company Stockholders (in accordance with the Allocation Schedule), and the recipients of such issued Earnout Consideration shall be eligible to participate in such Change of Control with respect to such Earnout Consideration.

(d) The right of the Company Stockholders to receive the Earnout Consideration pursuant to this Section 2.08 are personal in nature and, except with the written consent of SPAC, following the Closing, or the Company, prior to the Closing, are non-transferable and non-assignable, except that each Company Stockholder shall be entitled to assign such rights by will or, by the laws of intestacy.

(e) The right of the Company Stockholders to receive the Earnout Consideration pursuant to this Section 2.08 shall not entitle the holder thereof to any voting or dividend rights otherwise granted to holders of SPAC Common Stock (if any). For the avoidance of doubt SPAC shall not be required to issue shares of SPAC Common Stock to the extent not permitted to do so by applicable Law, including by way of an exemption from registration under applicable securities laws.

Section 2.09 Founder SPAC Class B Common Stock Issuance. At the Closing, SPAC shall issue to each Founder, with respect to each share of Company Capital Stock held by such Founder as of immediately prior to the Effective Time, a number of shares of SPAC Class B Common Stock equal to the Per Share Closing Consideration issuable to such Founder at the Closing, free and clear of all liens, other than restrictions arising under applicable securities Laws, the SPAC A&R Charter or SPAC A&R Bylaws, in exchange for the payment of $0.0001 per share of SPAC Class B Common Stock.

Section 2.10 Further Assurances. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company following the Merger with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the applicable directors, officers, members and managers of the Company and Merger Sub (or their designees) are fully authorized in the name of their respective corporations/companies or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

Section 2.11 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, SPAC, Merger Sub, the Company, the Surviving Company and their respective Affiliates shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement, any amount required to be deducted and withheld with respect to the making of such payment under applicable Tax Law. To the extent that amounts are so withheld and paid over to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such withholding and payment was made. Any amounts so withheld shall be timely remitted to the applicable Governmental Authority.

ARTICLE III
CLOSING TRANSACTIONS

Section 3.01 Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the Transactions (the "Closing") shall take place (a) electronically by the mutual exchange of electronic signatures (including portable document format (.PDF)) commencing as promptly as practicable (and in any event no later than 10:00 a.m. Eastern Time on the third Business Day) following the satisfaction or (to the extent permitted by applicable Law) waiver of the conditions set forth in Article IX (other than those conditions that by their terms or nature are to be satisfied at the Closingprovided that such conditions are satisfied or (to the extent permitted by applicable Law) waived at the Closing) or (b) at such other place, time or date as SPAC and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date."

Section 3.02 Allocation Statement. At least two (2) Business Days prior to the Closing Date, the Company shall prepare and deliver to SPAC a statement (the "Allocation Statement") setting forth in reasonable detail: (a) the Fully-Diluted Share Number, the Earnout Shares Allocation Number, the Earnout Shares Allocation Ratio, and the Earnout Shares Discount Factor, (b) the number of shares of SPAC Class A Common Stock issuable to each Company Stockholder pursuant to this Agreement in respect of the Closing Share Consideration, (c) the percentage interest of each Company Stockholder in any Earnout Consideration that becomes issuable to such Company Stockholder pursuant to this Agreement, and (d) the number of shares of SPAC Class A Common Stock into which each Assumed Option will be exercisable immediately following the Effective Time, together with the exercise price of each such Assumed Option.

Section 3.03 Exchange Fund. On the Closing Date, SPAC shall deposit, or shall cause to be deposited, with the Exchange Agent the number of shares of SPAC Class A Common Stock sufficient to deliver to such holders the aggregate Per Share Closing Consideration deliverable to such holders pursuant to Section 2.05(c) (such shares of SPAC Class A Common Stock, together with any additional shares of SPAC Class A Common Stock deposited by SPAC with the Exchange Agent) and any dividends or distributions with respect thereto held by the Exchange Agent pursuant to Section 2.06(e) (the "Exchange Fund").

Section 3.04 Closing Payoffs. Reasonably promptly following the Closing and, with respect to the Target Transaction Expenses and Repaid Indebtedness, receipt of wire instructions for each such payee, SPAC shall pay or cause to be paid, by wire transfer of immediately available funds, all amounts payable in respect of Target Transaction Expenses, Repaid Indebtedness, and SPAC Transaction Expenses.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Schedules to this Agreement (it being understood and hereby agreed that (i) the information set forth in the Schedules shall be disclosed under separate section, subsection, and subclause references that correspond to the sections, subsections, and subclauses of this Article IV to which such information relates, and (ii) the information set forth in each section, subsection, and subclause of the Schedules shall qualify (A) the representations and warranties set forth in the corresponding section, subsection, or subclause of this Article IV, and (B) any other representations and warranties set forth in this Article IV if, and solely to the extent that, it is reasonably apparent on the face of such disclosure, without reference to the underlying documents referenced therein and without independent knowledge of the matters described therein, that it applies to such other section, sub section or subclause of this Article IV), the Company represents and warrants to SPAC, as of the date hereof and as of the Closing, as follows:

Section 4.01 Corporate Organization of the Company. The Company is duly incorporated and is validly existing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to own, operate and lease its properties, rights and assets and to conduct its business as it is now being conducted, except where such failure to have such corporate power and authority would not reasonably be expected be material to the Company and its Subsidiaries (such Subsidiaries, the "Company Subsidiaries," and, together with the Company, the "Group Companies"). The copies of the Company Organizational Documents as in effect on the date hereof previously made available by the Company to SPAC are true, correct and complete, are in full force and effect and have not been amended as of the date hereof. The Company is duly licensed or qualified as a foreign entity in each jurisdiction in which the ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to be material to the Group Companies, taken as a whole. The Company is not in material violation of any of the provisions of the Company Organizational Documents.

Section 4.02 Subsidiaries. The Company Subsidiaries as of the date of this Agreement are set forth on Schedule 4.02. Each Company Subsidiary is duly formed and is validly existing under the laws of its jurisdiction of organization. Each Company Subsidiary has the requisite corporate or other entity power and authority to own, operate and lease its properties, rights and assets and to conduct its business as it is now being conducted, except where such failure to have such corporate or other entity power and authority would not reasonably be expected to be material to the Group Companies, taken as a whole. Each Company Subsidiary is duly licensed or qualified as a foreign corporate or other entity in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where the failure to be so licensed or qualified would not reasonably be expected to be material to the Group Companies, taken as a whole. No Company Subsidiary is in material violation of any of the provisions of its organizational documents. The jurisdiction of organization of each Subsidiary of the Company is identified on Schedule 4.02.

Section 4.03 Due Authorization. The Company has the requisite power and authority to execute and deliver this Agreement and each Transaction Agreement to which it is a party and (subject to obtaining the Requisite Company Approval and the approvals described in Section 4.05) to perform all obligations to be performed by it hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Company Board and no other corporate proceeding on the part of the Company (other than obtaining the Requisite Company Approval) is necessary to authorize this Agreement or such Transaction Agreements or the Company's performance hereunder or thereunder. This Agreement has been, and each Transaction Agreement to which the Company is a party (when executed and delivered by the Company) will be, duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by each other party hereto and thereto, this Agreement constitutes, and each such Transaction Agreement (when executed and delivered by the Company) will constitute, a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting or relating to creditors' rights generally and subject, as to enforceability, to general principles of equity, whether such enforceability is considered in a proceeding in equity or at Law (the "Enforceability Exceptions"). The Company Board Approval is sufficient to ensure that the restrictions on business combinations set forth in Section 203 of the DGCL shall not apply to the Merger, this Agreement, the Transaction Agreements or the other Transactions. To the knowledge of the Company, no other state takeover statute is applicable to the Merger or the other Transactions. The approval of the Company Minimum Holders (the "Requisite Company Approval") is the only vote of the holders of any class or series of Company Capital Stock required to approve and adopt this Agreement and approve the transactions contemplated hereby.

Section 4.04 No Conflict. The execution, delivery and performance of this Agreement and each Transaction Agreement to which it is party by the Company and the consummation of the transactions contemplated hereby and thereby do not and will not (a) conflict with or violate any provision of, or result in the breach of or default under, the Company Organizational Documents or the organizational documents of its Subsidiaries, (b) subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 4.05, violate any provision of, or result in the breach of or default by the Company or its Subsidiaries under, or require any filing, registration or qualification under, any applicable

Law or Governmental Order, (c) except as set forth on Schedule 4.04, require any consent, waiver or other action by any Person under, violate, or result in a breach of, constitute a default under, result in the acceleration, cancellation, termination or modification of, or create in any party the right to accelerate, terminate, cancel or modify, any Material Contract, or (d) result in the creation of any Lien upon any of the properties, rights or assets of the Company or any of its Subsidiaries (other than Permitted Liens), except, in the case of clauses (b)-(d), as would not reasonably be expected to have a Material Adverse Effect.

Section 4.05 Governmental Authorities; Consents No action by, notice, consent, approval, waiver or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of the Company or its Subsidiaries with respect to the Company's execution, delivery and performance of this Agreement and the Transaction Agreements to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, except for (a) compliance with any applicable requirements of the HSR Act, (b) compliance with applicable requirements of the Communications Act and requirements of foreign Governmental Authorities related to the International Communications Authorizations, (c) those listed on Schedule 4.05, (d) the filing with the SEC of (i) the Registration Statement/Proxy Statement and the declaration of the effectiveness thereof by the SEC and (ii) such reports under Section 13(a) or 15(d) of the Exchange Act as may be required in connection with this Agreement, the Transaction Agreements or the transactions contemplated hereby or thereby, (e) the filing of the Certificate of Merger and (f) any actions, notices, consents, approvals, waiver or authorizations, designations, declarations or filings, the absence of which would not reasonably be expected to result in a Material Adverse Effect.

Section 4.06 Current Capitalization.

(a) As of the date hereof, (i) the authorized capital stock of the Company consists solely of (A) 55,000,000 shares of Company Common Stock, of which 10,405,997 are issued and outstanding, and (B) 26,668,190 shares of Company Preferred Stock, (1) 12,671,911 of which are designated as Series A Preferred Stock, all of which are issued and outstanding, (2) 4,869,754 of which are designated as Series B Preferred Stock, all of which are issued and outstanding, and (3) 9,126,525 of which are designated as Series C Preferred Stock, 7,506,273 of which are issued and outstanding. Schedule 4.06(a) sets forth the record owners of all of the issued and outstanding Company Capital Stock as of the date hereof, showing for each such owner the number and class of shares of Company Capital Stock held by such owner. The issued and outstanding shares of Company Capital Stock (w) have been duly authorized and validly issued and are fully paid and nonassessable, (x) were issued in compliance in all material respects with the Company Organizational Documents and applicable Securities Laws, and (y) were not issued in material breach or violation of any preemptive rights or Contract.

(b) Except for the Stock Option Plan, the Company does not maintain any equity incentive plan or other plan providing for equity compensation of any Person. As of the date hereof, the Company has reserved 14,431,692 shares of Company Common Stock for issuance to officers, directors, employees and consultants of the Group Companies pursuant to the Stock Option Plan. Of such reserved shares of Company Common Stock, Company Options to purchase 12,277,283 shares have been granted and are currently outstanding and 701,657 shares of Company Common Stock remain available for issuance pursuant to the Stock Option Plan. The Company has furnished to SPAC complete and accurate copies of the Stock Option Plan and forms of agreements used thereunder. Schedule 4.06(b) sets forth, as of the date hereof, (i) the name of each Optionholder, (ii) the number of Company Options held by such Optionholder, (iii) the exercise price of each such Company Option, (iv) and the vesting schedule of each such Company Option. All of the Company Options (A) have been issued in compliance in all material respects with all applicable Laws, the Stock Option Plan, and the Company Organizational Documents and (B) were not issued in material breach or violation of any preemptive rights or Contract. No Company Option is subject to Section 409A of the Code and each Company Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualifies, except, in either case, as would not reasonably be expected to be material to the Group Companies.

(c) Schedule 4.06(c) sets forth, as of the date hereof, (i) the name of each Warrantholder, (ii) the class, series, and number of shares of Company Capital Stock issuable upon exercise of each Company Warrant held by such Warrantholder, and (iii) the exercise price of each such Company Warrant. All of the Company Warrants (A) have been issued in compliance in all material respects with all applicable Laws and the Company Organizational Documents and (B) were not issued in material breach or violation of any preemptive rights or Contract.

(d) Schedule 4.06(d) sets forth, as of the date hereof, (i) the name of each Noteholder, (ii) the interest rate and maturity date of each Company Note held by such Noteholder, and (iii) the aggregate principal, accrued but unpaid interest, and other charges outstanding under each such Company Note. All of the Company Notes (A) have been issued in compliance in all material respects with all applicable Laws and the Company Organizational Documents and (B) were not issued in material breach or violation of any preemptive rights or Contract.

(e) Except as set forth onSchedule 4.06(a), Schedule 4.06(b), Schedule 4.06(c), and Schedule 4.06(d), as of the date hereof, there are no (i) subscriptions, calls, options, warrants, rights (including preemptive rights), puts or other securities convertible into or exchangeable or exercisable for equity securities of the Company, or any other Contracts to which the Company is a party or by which the Company is bound obligating the Company to issue or sell any of its equity securities, (ii) equity equivalents, equity appreciation rights, phantom equity ownership interests or similar rights in the Company, (iii) outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any of its equity securities, or (iv) outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, equity securities having the right to vote) on any matter for which the Company's equityholders may vote. Except as set forth on Schedule 4.06(e), the Company is not party to any stockholders' agreement, voting agreement, proxy or registration rights agreement, or other similar agreement relating to its equity securities.

Section 4.07 Capitalization of Subsidiaries.

(a) Schedule 4.07(a) sets forth a list of each of the Subsidiaries of the Company, including (i) its name and jurisdiction of incorporation or formation, (ii) the number of authorized (if applicable), issued and outstanding shares of each class of its capital stock, units, partnership interests or membership interests, as applicable, and (iii) the holder of such shares, units, or interests, as applicable. All of the outstanding equity securities in each Subsidiary of the Company (A) have been duly authorized and validly issued and, if applicable, are fully paid and nonassessable, (B) were issued in compliance in all material respects with the organizational documents of such Subsidiary and applicable Securities Laws, (iv) were not issued in breach or violation of any preemptive rights or Contract, and (v) are owned of record and beneficially by the Persons set forth on Schedule 4.07(a) free and clear of any Liens (other than Permitted Liens and the restrictions under applicable Securities Laws).

(b) Other than as set forth onSchedule 4.07(a), there are no outstanding (i) securities of any of the Company's Subsidiaries convertible into or exchangeable for equity securities in such Subsidiary of the Company, (ii) obligations, options, warrants or other rights (including preemptive rights), commitments or arrangements to acquire from any of the Company's Subsidiaries, or other obligations or commitments of any of the Company's Subsidiaries to issue, sell or otherwise transfer, any equity securities in, or any securities convertible into or exchangeable for any equity securities in, any Subsidiary of the Company or (iii) equity appreciation rights, "phantom" equity or similar rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any equity securities in, any

Subsidiary of the Company (the items in clauses (a)-(c), in addition to all equity securities in the Company's Subsidiaries, collectively, "Company Subsidiary Securities"). There are no (A) voting trusts, proxies, equityholders agreements or other similar agreements or understandings to which any Subsidiary of the Company is a party or by which any Subsidiary of the Company is bound with respect to the voting or transfer of any of its equity securities, or (B) obligations or commitments of any of the Company's Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities or make payments in respect of the Company Subsidiary Securities, including based on the value thereof, or to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. Except for the Company Subsidiary Securities, neither the Company nor any of its Subsidiaries owns any equity securities in, or any interest convertible, exchangeable or exercisable for, any equity securities in, any Person.

Section 4.08 Financial Statements.

(a) Attached as Schedule 4.08(a) hereto are a true and complete copy of (i) the audited consolidated balance sheets of the Group Companies as of December 31, 2018 and December 31, 2019, and the related audited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows for each of the periods then ended, (ii) the unaudited consolidated balance sheet of the Group Companies as of December 31, 2020, and the related unaudited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows for the period then ended, and (iii) the unaudited consolidated balance sheet of the Group Companies as of January 31, 2021 (the "Most Recent Balance Sheet"), and the related unaudited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows for the one (1)-month period then ended (the financial statements described in clauses (i)-(iii), collectively, the "Financial Statements"). The Financial Statements (including the notes thereto) (x) were prepared in accordance with GAAP applied on a consistent basis throughout the period indicated (except as may be indicated in the notes thereto) and (y) fairly present, in all material respects, the financial position, results of operations and cash flows as at the dates thereof and for the periods indicated therein, except as otherwise specifically noted therein or, in the case of any unaudited Financial Statements, for normal and recurring year-end adjustments which are not material in the aggregate.

(b) Since January 1, 2019, neither the Company nor any of its Subsidiaries has received any written complaint or claim that there is (i) a "significant deficiency" in the internal controls over financial reporting of the Group Companies, (ii) a "material weakness" in the internal controls over financial reporting of the Group Companies or (iii) Fraud, regardless of whether material, that involves management or other employees of the Group Companies who have a significant role in the internal controls over financial reporting of the Group Companies.

(c) Schedule 4.08(c) sets forth sets forth a list of (i) all Indebtedness for borrowed money of the Group Companies as of the date hereof (other than the Company Notes set forth on Section 4.06(d)), together with the outstanding principal balance and all accrued but unpaid interest thereunder as of the date hereof, and (ii) all items of Indebtedness other than those addressed in clause (i) in an amount of $1,000,000 or more.

Section 4.09 Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any material liability, debt or obligation, of the kind that would be required to be set forth or reserved for on a balance sheet of the Group Companies (and the notes thereto) prepared in accordance with GAAP consistently applied and in accordance with past practice, except for liabilities, debts or obligations (a) reflected or reserved for in the Financial Statements or disclosed in any notes thereto, (b) that have arisen since the date of the Most Recent Balance Sheet in the ordinary course of business (none of which results from, arises out of or relates to any breach of contract, breach of warranty, tort, infringement or violation of Law), (c) arising under this Agreement and/or the performance by the Company of its obligations hereunder, including transaction expenses, or (d) executory obligations under Contracts (excluding any liabilities directly or indirectly related to a breach of Contract), or (e) disclosed in the Schedules.

Section 4.10 Litigation and Proceedings. Except as would not be reasonably expected to be material to the Group Companies, taken as a whole, there is no (a) Action pending or, to the knowledge of the Company, threatened in writing, and, to the knowledge of the Company, there is no pending or threatened investigation by a Governmental Authority, against the Company or any of its Subsidiaries,(b) Governmental Order binding on or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, or any of their properties, rights, or assets, or (c) unsatisfied judgment or any open injunction binding upon the Company or any of its Subsidiaries.

Section 4.11 Compliance with Laws.

(a) The Group Companies are, and since January 1, 2019 have been, in compliance in all material respects with all applicable Laws and Governmental Orders. Since January 1, 2019, neither the Company nor any of its Subsidiaries has received any written notice of any material violations of applicable Laws, Governmental Orders or material licenses, approvals, consents, registrations, franchises or permits (the "Permits") held by the Company or any of its Subsidiaries.

(b) In the preceding five (5) years, neither the Company nor any of its Subsidiaries, nor any of their respective directors, officers, employees, nor to the knowledge of the Company, agents or other Persons acting on their behalf, have taken, directly or indirectly, any act in furtherance of an improper offer, payment, promise to pay, authorization, ratification, solicitation, or acceptance of the payment, directly or indirectly, of any gift, money, payment, contribution or anything of value to or from any Person to secure any improper advantage or to obtain or retain business, or that would otherwise cause the Company or any of its Subsidiaries to be in material violation of Anti-Corruption Laws. In the preceding five (5) years, to the knowledge of the Company, neither the Company nor its Subsidiaries has been subjected to any investigation by a Governmental Authority for material violation of any applicable Anti-Corruption Laws. In the preceding five (5) years, neither the Company nor its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any material noncompliance with any Anti-Corruption Law. At all times during the preceding five (5) years, the Group Companies have had in place policies and procedures reasonably designed to prevent their respective directors, officers, employees, agents and other Persons acting on their behalf from undertaking any activity, practice or conduct that would constitute an offense under Anti-Corruption Laws.

(c) Neither the Company, any of its Subsidiaries nor, to the knowledge of the Company, any of their Representatives has violated any applicable Sanctions and Export Control Laws within the last five (5) years, except as would not reasonably be expected to material to the Group Companies, taken as a whole. Neither the Company nor its Subsidiaries has submitted any disclosures or received any written notice that it is subject to any civil or criminal investigation, audit or other inquiry involving or otherwise relating to any alleged or actual violation of Sanctions and Export Control Laws. Neither the Company, its Subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, managers or employees or any person acting for or at the direction or on behalf of any of them, has been or is designated on, or is owned or controlled by any party that has been or is designated on, any list of restricted parties maintained by any Governmental Authority, including OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's list of Foreign Sanctions Evaders, OFAC's Sectoral Sanctions Identifications List, the U.S. Department of Commerce's Denied Persons List, the U.S. Department of Commerce's Entity List and the Debarred List maintained by the U.S. Department of State (each, a "Restricted Party List"). To the Company's knowledge, neither the Company nor any of its Subsidiaries has participated in any transaction in the last five (5) years involving, directly or indirectly, (i) any country against which the United States maintains or has maintained comprehensive economic sanctions or embargoes under Sanctions and Export Control Laws, (ii) any instrumentality, agent, entity, or individual that is acting on behalf of, or directly or indirectly owned or controlled by, any Governmental Authorities of such countries, (iii) nationals of such countries or (iv) any organization, entity or individual appearing on any Restricted Party List at the time of such transaction.

Section 4.12 Contracts; No Defaults.

(a) Schedule 4.12(a) contains a true and complete listing of all Contracts (other than purchase orders and Government Contracts) described in clauses (i) through (xiv) of this Section 4.12(a) to which, as of the date of this Agreement, the Company or any of its Subsidiaries is a party and that are in effect as of the date of this Agreement or by which any of their respective assets are bound (other than Company Benefit Plans) (collectively, the "Material Contracts"). True, complete and correct copies of the Material Contracts have been delivered to or made available to SPAC.

(i) Each of the Contracts of the Group Companies involving the receipt or payment of amounts, in the aggregate, exceeding $1,000,000 per year;

(ii) Each Contract that is a definitive purchase and sale or similar agreement for the acquisition of any Person or any material business unit thereof or the disposition of any material assets of the Company or its Subsidiaries since January 1, 2019, in each case, other than sales of goods in the ordinary course of business and Contracts in which the applicable acquisition or disposition has been consummated and there are no material ongoing obligations;

(iii) Each lease, rental, maintenance, conditional sale or title retention agreement that (x) provides for the leasing or use of any personal property by the Company or any of its Subsidiaries and (y) involves aggregate payments in excess of $1,000,000 in the calendar year ended December 31, 2020;

(iv) Each Contract requiring the Group Companies to incur capital expenditures after the date of this Agreement in an amount in excess of $1,000,000 in the aggregate;

(v) Each Contract expressly and materially prohibiting or materially restricting the ability of the Company or its Subsidiaries to engage in any business, to operate in any geographical area or to compete with any Person;

(vi) Each license agreement with respect to any item of Intellectual Property that is material to the business of the Group Companies, taken as a whole (excluding licenses in respect of click-wrap, shrink-wrap and commercially available "off-the-shelf" software);

(vii) Each mortgage, indenture, note or other Contract for or relating to any borrowing of money by or from the Company or any of its Subsidiaries, each Contract relating to the placing of a Lien (other than any Permitted Lien) on any material assets of the Company or its Subsidiaries, and each Contract pursuant to which the Company or any of its Subsidiaries guarantees the borrowing of money by any other Person;

(viii) Each Contract with outstanding obligations for the sale or purchase of personal property, fixed assets or real estate having a value in excess of $1,000,000, other than sales or purchases in the ordinary course of business consistent with past practices and sales of obsolete equipment;

(ix) Each Contract involving any resolution or settlement of any actual or threatened Actions or other disputes which has a value greater than $250,000 or imposes continuing obligations on the Company or its Subsidiaries, including injunctive or other non-monetary relief;

(x) Each Contract with an executive officer of the Company or its Subsidiaries, or any Contract with any other employee or independent contractor of the Company or its Subsidiaries, in each case, that provides for an annual base salary in excess of $250,000 and/or change in control, retention or similar payments;

(xi) Each Lease;

(xii) Each Contract with a Significant Supplier;

(xiii) Each Contract establishing any joint venture, partnership, strategic alliance or other similar collaboration that is material to the business of the Group Companies taken as a whole; and

(xiv) Each employee collective bargaining Contract with labor unions or similar organizations.

(b) Except as would not be reasonably expected to be material to the Group Companies, taken as a whole, all of the Material Contracts (including those required to be but not set forth on Schedule 4.12(a)) are (i) in full force and effect and (ii) represent the legal, valid and binding obligations of the Company or one of its Subsidiaries party thereto and, to the knowledge of the Company, the other parties thereto, in each case, subject to the Enforceability Exceptions. Neither the Company, any of its Subsidiaries nor, to the knowledge of the Company, any other party thereto is in material breach of, or material default under, any Material Contract. Since January 1, 2019, neither the Company nor any of its Subsidiaries has received any written notice alleging its material breach of, or material default under, any Material Contract, and, to the knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any Material Contract by the Company or its Subsidiaries or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both).

Section 4.13 Company Benefit Plans.

(a) Except as would not be reasonably expected to result in a Material Adverse Effect, (i) each Company Benefit Plan has been administered in accordance with its terms and all applicable Laws and (ii) all contributions required to be made or premiums required to be paid with respect to a Company Benefit Plan on or before the date hereof have been made or paid, as applicable.

(b) Neither the Company, its Subsidiaries nor any ERISA Affiliates of any of the foregoing has ever been a participating employer in or had any obligation to contribute to a (i) defined benefit pension plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430, 431 or 432 of the Code, (ii) “multiemployer plan” (within the meaning of Section 3(37) of ERISA), (iii) “multiple employer plan” (within the meaning of Section 413 of the Code) or (iv) “multiple employer welfare arrangement” (within the meaning of Section 3(40) of ERISA).

(c) Each Company Benefit Plan intended to qualify under Section 401(a) of the Code either has received a determination letter or opinion letter from the Internal Revenue Service which remains currently in effect stating that the form of such plan is so qualified or has a period of time remaining under the applicable Treasury Regulations and IRS pronouncements in which to apply for and obtain such a determination letter, and nothing has occurred to the knowledge of the Company that would result in the revocation of such qualification.

(d) Except as would not be reasonably expected to result in a Material Adverse Effect, no Company Benefit Plan is currently under examination by any governmental agency, and there are no pending or, to the knowledge of the Company, threatened claims, actions, proceedings or litigations by or on behalf of any Company Benefit Plan, any employee or beneficiary covered under any Company Benefit Plan, any governmental agency, or otherwise, in each case involving any Company Benefit Plan (other than routine claims for benefits).

(e) No Company Benefit Plan provides post-retirement medical benefits, post-retirement death benefits or other post-retirement welfare benefits, except to the extent of the continuation coverage rules as provided under Section 4980B of the Code or Sections 601 through 608 of ERISA ("COBRA") or any other similar applicable Law.

(f) Except as would not result in a Material Adverse Effect, the Company, its Subsidiaries and each Company Benefit Plan that is a group health plan is in compliance with the COBRA and the Patient Protection and Affordable Care Act and no penalties under Sections 4980B or 4980H of the Code and the regulations thereunder are assessable against the Company or its Subsidiaries.

(g) Neither the execution and delivery of this Agreement by the Company nor the consummation of the Transactions will (whether alone or in connection with any subsequent event) (i) result in the acceleration or creation of any rights of any Person to payments or benefits or increases in any payments or benefits under any material Company Benefit Plan or (ii) cause the Company or any of its Subsidiaries to incur any material liability as a result of any severance pay or any increase in severance pay upon any termination of employment.

Section 4.14 Labor Matters.

(a) Except as set forth on Schedule 4.14(a), neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or other agreement with a labor union, labor organization, works council, employee delegate, representative or other employee collective group, nor to the knowledge of the Company is there any duty on the part of the Company or its Subsidiaries to bargain with any labor union, labor organization, works council, employee delegate, representative or other employee collective group. Except as set forth on Schedule 4.14(a), to the knowledge of the Company, none of the Company's or any of its Subsidiaries' employees are represented by any labor organization or works council with respect to their employment with the Group Companies. To the knowledge of the Company (i) there are no activities or proceedings of any labor organization to organize any of the Company's or any of its Subsidiaries' employees and (ii) since January 1, 2019, there has been no actual or threatened unfair labor practices charge, labor dispute, grievance, arbitration, or strike, slowdown, concerted refusal to work overtime, or work stoppage against the Company or any of its Subsidiaries.

(b) The Group Companies are, and since January 1, 2019 have been, in material compliance with all applicable Laws regarding employment and employment practices, including all Laws respecting terms and conditions of employment, hiring, termination of employment, health and safety, employee classification, non-discrimination, wages and hours, immigration, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues, the proper classification of employees and independent contractors, the proper classification of exempt and non-exempt employees, and unemployment insurance. As of the date hereof, no employee layoff, facility closure or shutdown (whether voluntary or by order of a Governmental Authority), reduction-in-force, furlough, temporary layoff, material work schedule change or reduction in hours, or reduction in salary or wages, or other workforce changes affecting employees of the Company or any of its Subsidiaries has occurred within the past six (6) months or is currently contemplated, planned or announced, including as a result of COVID-19 or any Law, order of a Governmental Authority, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19. The Group Companies have not otherwise experienced any material employment-related liability with respect to or arising out of COVID-19 or any Law, order of a Governmental Authority, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19. To the Company's knowledge, the Company or its Subsidiaries has on file an I-9 for each of their employees to the extent required by Law. Since January 1, 2019, to the knowledge of the Company, there have been no employment discrimination or employment harassment allegations raised, brought, threatened, or settled relating to any officer, director, or executive of the Company or any of its Subsidiaries.

(c) The Group Companies have paid in full to all of their employees and former employees, officers, directors and consultants all wages, salaries, commissions, bonuses and other compensation due and payable to such personnel, including overtime compensation and severance payments, but excluding arrearages in accordance with their customary payroll practices.

(d) To the knowledge of the Company, no employee of the Company or its Subsidiaries is in any material respect in violation of any nondisclosure obligation, fiduciary duty, non-competition and/or non-solicitation agreement, assignment of invention covenant or restrictive covenant of any kind to (i) the Company or its Subsidiaries or (ii) to the employee's former employer relating to (A) the right of the employee to be employed by the Company or its Subsidiaries, or (B) the use of trade secrets or proprietary information of the employee's former employer(s).

(e) There are no pending or, to the knowledge of the Company, threatened claims, actions, proceedings or litigation by any current or former employee or applicant for employment against the Company or its Subsidiaries or any examination, investigation, audit or review by any governmental agency of the employment procedures and practices of the Company or its Subsidiaries.

Section 4.15 Taxes.

(a) All material Tax Returns required by Law to be filed by the Company or its Subsidiaries have been filed, and all such Tax Returns are true, correct and complete in all material respects.

(b) All material amounts of Taxes due and owing by the Group Companies have been paid. Since the date of the Most Recent Balance Sheet neither the Company nor any of its Subsidiaries have incurred any material Tax liability outside the ordinary course of business.

(c) Each of the Group Companies has (i) withheld all material amounts of Taxes required to have been withheld by it in connection with amounts paid or owed to any employee, independent contractor, creditor, shareholder or any other third party, (ii) remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Authority; and (iii) complied in all material respects with applicable Law with respect to Tax withholding.

(d) Neither the Company nor any of its Subsidiaries is engaged in any material audit, administrative proceeding or judicial proceeding with respect to Taxes. Neither the Company nor any of its Subsidiaries has received any written notice from a Governmental Authority of a dispute or claim with respect to a material amount of Taxes, other than disputes or claims that have since been resolved, and to the knowledge of the Company, as of the date hereof, no such claims have been threatened. No written claim has been made by any Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a material Tax Return that such entity is or may be subject to Taxes by that jurisdiction in respect of Taxes that would be the subject of such Tax Return. There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes of the Company or any of its Subsidiaries and no written request for any such waiver or extension is currently pending.

(e) No Subsidiary of the Company that is incorporated in the United States has constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock qualifying for Income Tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) since January 1, 2019.

(f) Neither the Company nor any of its Subsidiaries has been a party to any (i) “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2) (or any similar provision of state, local or foreign Law), (ii) “transaction of interest,” within the meaning of Treasury Regulations Section 1.6011-4(b)(6) (or any similar provision of state, local or foreign Law), (iii) any transaction that is “substantially similar” (within the meaning of Treasury Regulations Section 1.6011-4(c)(4) or any similar provision of state, local or foreign Law) to a “listed transaction” or “transaction of interest” or (iv) any other transaction that required or will require the filing of Internal Revenue Service Form 8886 (or any similar filing under state, local or foreign Law).

(g) Except with respect to deferred revenue collected by the Group Companies in the ordinary course of business, neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date and made prior to the Closing; (ii) any “closing agreement” with respect to Taxes with a Governmental Authority executed on or prior to the Closing; (iii) installment sale or open transaction disposition made on or prior to the Closing; or (iv) prepaid amount received on or prior to the Closing.

(h) There are no Liens with respect to Taxes on any of the assets of the Group Companies, other than Permitted Liens.

(i) Neither the Company nor any of its Subsidiaries has any material liability for the Taxes of any Person (other than the Company or its Subsidiaries) (i) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), (ii) as a transferee or successor, (iii) by Contract or (iv) otherwise by operation of Law (except, in each case, for liabilities pursuant to commercial contracts not primarily related to Taxes).

(j) Neither the Company nor any of its Subsidiaries is a party to, or bound by, or has any material obligation to any Governmental Authority or other Person (other than the Company or its Subsidiaries) under any Tax allocation, Tax sharing or Tax indemnification agreement (except, in each case, for any such agreements that are commercial contracts not primarily relating to Taxes).

(k) Neither the Company nor any of its Subsidiaries has created a permanent establishment in any country other than the country in which it is established.

(l) Neither Company nor any of its Subsidiaries or Affiliates has any knowledge of any fact or circumstance that would prevent the Merger, or, if applicable, the Alternative Transaction Structure, from qualifying for the Intended Tax Treatment.

Section 4.16 Insurance. Except as would not be reasonably expected to result in a Material Adverse Effect: (a) all of the policies of property, fire and casualty, liability, workers’ compensation, directors and officers and other forms of insurance, as applicable (collectively, the “Policies”) held by, or for the benefit of, the Company or any of its Subsidiaries with respect to policy periods that include the date of this Agreement and/or the Closing Date are in full force and effect and all premiums due and payable thereon have been paid in full, (b) neither the Company nor any of its Subsidiaries has received a written notice of cancellation of any of the Policies or of any changes that are required in the conduct of the business of the Company or any of its Subsidiaries as a condition to the continuation of coverage under, or renewal of, any of the Policies, other than in connection with normal annual renewal activities and insurance program management and changes arising from the consummation of the transactions contemplated hereby, and (c) no claim by the Company or its Subsidiaries is pending under any Policy as to which coverage has been denied or disputed, or rights reserved to do so, by the underwriters thereof. True, correct and complete copies, or comprehensive summaries, of the Policies have been made available to SPAC.

Section 4.17 Permits. Each of the Group Companies holds all Permits that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted, except where the failure to hold the same would not reasonably be expected to have a Material Adverse Effect. The operation of the business of the Group Companies as currently conducted is not in material violation of, nor is the Company or any of its Subsidiaries in material default or material violation under, any material Permit. Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, (i) each Permit is in full force and effect in accordance with its terms and (ii) no written notice of revocation, cancellation or termination of any Permit has been received by the Company or its Subsidiaries. Notwithstanding the foregoing, this Section 4.17 shall not apply to Communications Authorizations, which are addressed in Section 4.28.

Section 4.18 Property.

(a) Neither the Company nor any of its Subsidiaries owns any real property or is party to any agreement or option to purchase any real property or interest therein.

(b) Schedule 4.18(b) lists the address of each Leased Real Property as of the date hereof. Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, the Company or one of its Subsidiaries has a valid and subsisting leasehold estate in, and enjoys peaceful and undisturbed possession of, all Leased Real Property, subject only to Permitted Liens. Except as set forth on Schedule 4.18(b), neither the Company nor its Subsidiaries has entered into any sublease granting any Person the right to use or occupy any Leased Real Property which is still in effect. Neither the Company nor any of its Subsidiaries is in material default or violation of, or not in material compliance with, any legal requirements applicable to its occupancy of the Leased Real Property. As of the date hereof, the Leased Real Property identified on Schedule 4.18(b) comprises all of the material real property used in the business of the Group Companies on a permanent basis as it is currently conducted.

(c) Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, (i) the Group Companies own and have good title to, or a valid leasehold interest in or license to use, the material equipment, tangible personal property and tangible assets, in each case, reflected on the books and records of the Group Companies or thereafter acquired, free and clear of all Liens other than Permitted Liens, and (ii) all of such tangible assets necessary for the conduct of the respective businesses of the Group Companies are (A) in normal operating condition and repair, ordinary wear and tear excepted, (B) not in need of maintenance or repair, except for ordinary routine maintenance or repairs, and (C) adequate and sufficient for the continuing conduct of the business of the Group Companies as currently conducted.

Section 4.19 Intellectual Property and IT Security.

(a) Schedule 4.19(a) lists each patent, registered trademark, registered service mark or material domain name owned by the Company or any of its Subsidiaries as of the date of this Agreement for which applications have been filed or registrations or patents have been obtained as of the date of this Agreement. Except as set forth on Schedule 4.19(a), each such item is subsisting and unexpired and, to the knowledge of the Company, valid and enforceable. To the knowledge of the Company, the Company or one of its Subsidiaries owns or has the right to use, all material Intellectual Property used in the operation of the business of the Group Companies, as conducted of the date of this Agreement, except for such Intellectual Property with respect to which the lack of such ownership, license or right to use would not reasonably be expected to be material to the Group Companies, taken as a whole.

(b) To the knowledge of the Company, as of the date of this Agreement the Group Companies are not infringing upon, misappropriating or otherwise violating any Intellectual Property rights of any Person, and have not infringed upon, misappropriated, or otherwise violated any Intellectual Property rights of any Person, except for such infringements, misappropriation, dilutions and other violations that would not reasonably be expected to be material to the Group Companies, taken as a whole. To the knowledge of the Company, no third party is infringing upon, misappropriating or otherwise violating any Intellectual Property of the Company or any of its Subsidiaries, except for such infringements, misappropriations, dilutions and other violations that would not reasonably be expected to be material to the Group Companies, taken as a whole. To the knowledge of the Company, the Group Companies have not received from any Person at any time after January 1, 2019 any notice that the Company or any of its Subsidiaries is infringing upon, misappropriating or otherwise violating any Intellectual Property rights of any Person.

(c) The Group Companies take, and since January 1, 2019 have taken, commercially reasonable actions and measures to protect and maintain (i) the ownership and confidentiality of their material proprietary Intellectual Property and (ii) the security, confidentiality, continuous operation and integrity of their IT Systems and Software (and all confidential data stored therein or transmitted thereby). The Group Companies have back-up and disaster recovery arrangements for the continued operation of their business in the event of a failure of its IT Systems that are, in the reasonable determination of the Company's management team, commercially reasonable and in accordance with standard industry practice.

(d) To the knowledge of the Company, since January 1, 2019 there have been no unauthorized intrusions or breaches of security that has resulted in unauthorized use of, or access to, the IT Systems that, pursuant to any applicable Law, would require the Company or a Subsidiary to notify customers or employees of such breach or intrusion.

(e) The Company's and its Subsidiaries' collection, use, disclosure, storage and transfer of Personal Information complies in all material respects with, and since January 1, 2019 have complied in all material respects with, (i) any privacy and data security requirements of any Contract to which any of them is a party, (ii) any of their published privacy policies and (iii) any applicable Privacy Laws. The execution, delivery and performance of the transactions contemplated by this Agreement do not violate the Company's privacy policy as it currently exists or, to the extent any previous privacy policy of the Company remains applicable to Personal Information maintained by the Company or its Subsidiaries, as such previous privacy policy existed at any time since January 1, 2019. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole, the Group Companies have not, since January 1, 2019, received any complaints, notices of investigation, or claims from any consumers, governmental regulators, or other entities, nor, to the knowledge of the Company, have any such complaints, investigations, or claims been threatened against them, in each case, alleging any violation of Privacy Laws by the Company or its Subsidiaries. To the Company's knowledge, the Group Companies have not, since January 1, 2019, experienced any data breaches or other data incidents that have resulted in unauthorized use of, or access to, Personal Information in the possession and control of the Company or its Subsidiaries.

Section 4.20 Environmental Matters.

(a) The Group Companies are, and since January 1, 2019 have been, in compliance with all applicable Environmental Laws, except as would be reasonably be expected to have a Material Adverse Effect.

(b) Each of the Group Companies holds all Permits that are required under applicable Environmental Laws to own, lease or operate its properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not reasonably be expected to have a Material Adverse Effect.

(c) Since January 1, 2019, neither the Company nor any of its Subsidiaries has received any written notice from any Governmental Authority of any material violations of applicable Environmental Laws or any material violations concerning any Hazardous Materials.

(d) To the knowledge of the Company, there has been no release of, or exposure of any Person to, any Hazardous Materials at, in, on or under any Leased Real Property or in connection with the Company's or its Subsidiaries' operations off-site of the Leased Real Property, except as would not reasonably be expected to require investigation or remediation or result in the incurrence of material liability, in each case, pursuant to Environmental Law.

Section 4.21 Absence of Changes. Since the date of the Most Recent Balance Sheet through the date hereof, except (i) as set forth on Schedule 4.21, (ii) for any actions taken in response to COVID-19 Measures and (iii) in connection with the transactions contemplated by this Agreement and the Transaction Agreements:

(a) no Material Adverse Effect has occurred;

(b) the Group Companies have carried on their respective businesses and operated their properties in all material respects in the ordinary course of business; and

(c) neither the Company nor any of its Subsidiaries has taken any action that, were it to be taken after the date hereof, would require the prior written consent of SPAC pursuant to Section 6.01(a), Section 6.01(b), Section 6.01(d), Section 6.01(e), Section 6.01(g), Section 6.01(h), Section 6.01(j), Section 6.01(k), Section 6.01(l), Section 6.01(n), Section 6.01(o), or Section 6.01(p) (to the extent related to any of the foregoing).

Section 4.22 Brokers' Fees(a) . Except as set forth on Schedule 4.22, no broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage fee, finders' fee or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Company or any of its Subsidiaries.

Section 4.23 Related Party Transactions(a) . Except for the Contracts and transactions set forth on Schedule 4.23, there are no Contracts or transactions between the Company or any of its Subsidiaries, on the one hand, and any Affiliate (other than the Group Companies), officer, director or senior management-level employee of the Company or any of its Subsidiaries or, to the knowledge of the Company, any immediate family member of any officer, director or senior management-level employee of the Company or any of its Subsidiaries, on the other hand, except for employment agreements, Company Benefit Plans and Contracts with respect to such Person's status as a holder of Company Capital Stock, Company Notes, Company Warrants or Company Options. No Affiliate, officer, director or senior management-level employee of the Company or any of its Subsidiaries or, to the knowledge of the Company, any immediate family member of any officer, director or senior management-level employee of the Company or any of its Subsidiaries (a) owns any material interest in any material asset or property used by the Group Companies in the conduct of their business as currently conducted or (b) owes any material amount to, or is owed any material amount by, the Company or its Subsidiaries (other than ordinary course accrued compensation, employee benefits, and expense reimbursements).

Section 4.24 Customers and Suppliers.

(a) Schedule 4.24(a) sets forth for the twelve (12) months ended December 31, 2020 each of the (i) customers of the Group Companies, that have generated at least $1,000,000 of revenue for the Group Companies (collectively, the "Significant Customers"), and (ii) suppliers of the Group Companies, to which the Company or its Subsidiaries have paid at least $1,000,000 (collectively, the "Significant Suppliers"). Since January 1, 2019, there have not been any material disputes between the Group Companies and any of the Significant Customers or the Significant Suppliers.

(b) Since January 1, 2020, neither the Company nor any of its Subsidiaries has received any written notice that (i) any of the Significant Customers or the Significant Suppliers intends to stop, or materially decrease the rate of, its business with the Group Companies after the Closing, or (ii) there has been or will be any material adverse change in the price of such goods, services or rights provided to or by any such Significant Customer or Significant Supplier, as applicable, or that any such Significant Customer or Significant Supplier will not provide or require such goods, services or rights, as applicable, at any time on or after the Closing Date on terms and conditions substantially similar to the current terms applicable to such Significant Customer's or Significant Supplier's dealings with the Group Companies or its or their respective Affiliates, subject to customary price increases consistent with past practices. To the knowledge of the Company, no Significant Customer or Significant Supplier has threatened the Company or its Subsidiaries in writing or orally that it will take any action described in the preceding sentence as a result of the consummation of the transactions contemplated by this Agreement and the Transaction Agreements.

Section 4.25 Accounts Receivable. Except as set forth on Schedule 4.25, all accounts receivable of the Group Companies that are reflected on the Most Recent Balance Sheet or that arise thereafter represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business. All reserves for the collection of such accounts receivable were calculated in accordance with GAAP. To the knowledge of the Company, there is no material contest, claim or right of set-off, other than returns in the ordinary course of business, relating to the amount or validity of any such account receivable.

Section 4.26 Satellites. Since January 1, 2019, there have been no incidents or anomalies experienced by any Satellite currently in orbit, except as would not have a material adverse effect on the business of the Group Companies taken as a whole.

Section 4.27 Governmental Contracts. Except as would not be reasonably expected to result in material liability to the Group Companies or otherwise materially interfere with the conduct of the business of the Group Companies in the manner currently conducted, (i) each Government Contract to which the Company or its Subsidiaries is a party was legally awarded, is binding on the Company or its applicable subsidiary, and is in full force and effect, (ii) to the knowledge of the Company, no such Government Contract or Government Bid made by the Company or any of its Subsidiaries to any Governmental Authority or any prime contractor is currently the subject of bid or award protest proceedings, (iii) the Group Companies are in compliance with the terms and conditions of each such Government Contract or Government Bid, (iv) since January 1, 2015, neither the Governmental Authority nor any prime contractor or subcontractor has notified the Company or any of its Subsidiaries in writing that it has, or is alleged to have, breached or violated any applicable Law, representation, certification, disclosure, clause, provision or requirement pertaining to any such Government Contract or Government Bid, (v) since January 1, 2015, neither the Company nor any of its Subsidiaries has made any voluntary disclosure to any Governmental

Authority with respect to any alleged irregularity, misstatement, omission, fraud or price charging, or other violation of applicable Law, arising under or relating to a Government Contract and (vi) none of the Company, any of its Subsidiaries or any of their respective "Principals" (as defined in Federal Acquisition Regulation 52.209-5) has been debarred, suspended or excluded, or to the knowledge of the Company, proposed for debarment, suspension or exclusion, from participation in or the award of contracts or subcontracts for or with any Governmental Authority or doing business with any Governmental Authority.

Section 4.28 Spectrum License Matters.

(a) The Company or one of its Subsidiaries (i) is the authorized legal holder of the licenses, permits, authorizations and similar authorities granted by the FCC listed on Schedule 4.28(a) (the "FCC Authorizations"), (ii) has the rights and interests to the FCC Authorizations including the rights to use the radio frequencies set forth on the FCC Authorizations subject to the sharing requirements set forth under the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations, orders, decisions, and policies of the FCC, including the rules, regulations, orders, decisions and policies pertaining to eligibility to hold the FCC Authorizations ("FCC Law"), and (iii) holds such FCC Authorizations and rights and interests thereto free and clear of all Liens, outstanding rights of first refusal, options, or similar rights relating to the FCC Authorizations or to the use of the radio frequencies specified on the FCC Authorization, other than (x) as specified in the FCC Authorizations or under FCC Law or (y) where the failure to hold any such authorization has not and would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole. All of the FCC Authorizations are valid and in full force and effect, have not been revoked, suspended, canceled, rescinded or terminated, and have not expired other than as indicated in Schedule 4.28(a). The Company has no reason to believe that any FCC Authorization will not be renewed in the ordinary course, except where the failure to hold any such authorization has not and would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole. The Group Companies hold valid equipment authorizations from the FCC to the extent required for any equipment used in or necessary for the operation of the business of the Group Companies, except where the failure to hold any such authorization has not and would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole. Neither the Company nor its Subsidiaries has received any formal or informal written notice or communication indicating that the FCC is considering revoking, suspending, canceling, rescinding, terminating or otherwise impairing the FCC Authorizations or that any third party is seeking such action. The FCC Authorizations are not subject to any conditions other than those imposed by FCC Law and those appearing on the face of the FCC Authorizations themselves. As of the date of this Agreement, the FCC Authorizations constitute all of the FCC licenses, permits, authorizations and similar authority necessary for the conduct of the business of the Group Companies as presently conducted, except where the failure to hold any such licenses, authorizations and approvals has not and would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole.

(b) The operations of the Group Companies are currently conducted in material compliance with FCC Law, including those relating to the provision of telecommunications, telecommunications services, enhanced services and information services with respect to the FCC Authorizations and the radio frequencies specified on such FCC Authorizations. To the knowledge of the Company, no material violation on the part of the Company or its Subsidiaries under any FCC Law has occurred. The Group Companies have filed or remitted all material notifications, reports, filings, fee payments, contributions or similar submissions required to be filed or remitted by the Group Companies to the FCC or any of its administrators. All such submissions are accurate and complete in all material respects.

(c) The Company or one of its Subsidiaries is the authorized legal holder of the licenses, permits, authorizations and similar authorities granted by foreign licensing Governmental Authorities that regulate communications by radio, television, wire, satellite or cable listed on Schedule 4.28(c) (the "International Communications Authorizations" and collectively with the FCC Authorizations, the "Communications Authorizations").

Section 4.29 Registration Statement/Proxy Statement. None of the information relating to the Company or its Subsidiaries supplied (or to be supplied) by the Company or its Subsidiaries, or by any other Person acting on behalf of the Company or its Subsidiaries, for inclusion in the Registration Statement/Proxy Statement will, as of the date the Registration Statement/Proxy Statement (or any amendment or supplement thereto) is first mailed to the Pre-Closing SPAC Holders, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 4.30 Investigation; No Other Representations. The Company acknowledges and agrees (on its own behalf and on behalf of its respective Affiliates and its and their respective Representatives) that it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of SPAC and Merger Sub and has been afforded satisfactory access to the books and records, facilities and personnel of SPAC and Merger Sub for purposes of conducting such investigation. In entering into this Agreement and the Transaction Documents to which it is or will be a party, the Company has relied solely on its own investigation and analysis and the SPAC Representations and no other representations or warranties of SPAC, Merger Sub or any other Person, either express or implied, and the Company, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that, except for the SPAC Representations, neither SPAC nor any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby.

Section 4.31 Exclusivity of Representations and Warranties. Notwithstanding the delivery or disclosure to SPAC, Merger Sub or any of their respective Representatives of any documentation or other information (including financial projections or other supplemental data) the Company Representations constitute the sole and exclusive representations and warranties of the Company in connection with the transactions contemplated hereby and except for the Company Representations, the Company has not made any other express or implied representation or warranty with respect to the Company, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Group Companies or the transactions contemplated by this Agreement and all other representations and warranties of any kind or nature expressed or implied (including (x) regarding the completeness or accuracy of, or any omission to state or to disclose, any information, including in the estimates, projections or forecasts or any other information, document or material provided to or made available to the Company or its respective Affiliates or Representatives in certain "data rooms," management presentations or in any other form in expectation of the Transactions, including meetings, calls or correspondence with management of any of SPAC or Merger Sub, and (y) any relating to the future or historical business, condition (financial or otherwise), results of operations, prospects, assets or liabilities of the Company (or its Subsidiaries), or the quality, quantity or condition of the Company's, or its Subsidiaries' assets) are specifically disclaimed by the Company.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SPAC

Except as set forth in the Schedules to this Agreement or in the SEC Reports filed by SPAC prior to the date hereof (excluding any disclosures in such SEC Reports under the headings "Risk Factors," "Forward-Looking Statements" or "Qualitative Disclosures About Market Risk" and other disclosures that are predictive, cautionary or forward looking in nature); provided, however, that nothing set forth in or disclosed in the SEC Reports filed by SPAC will qualify, or be deemed to qualify, the representations and warranties set forth in Section 5.02 (*Due Authorization*), Section 5.06 (*Financial Ability; Trust Account*), Section 5.07 (*Brokers' Fees*), Section 5.09(c) (*Business Activities*) Section 5.12 (*Capitalization*) and Section 5.16 (*Related Party Transactions*), SPAC represents and warrants to the Company, as of the date hereof and as of the Closing, as follows:

Section 5.01 Corporate Organization. Each of SPAC and Merger Sub is duly incorporated and is validly existing as a corporation in good standing under the Laws of the State of Delaware. Each of SPAC and Merger Sub has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted, except where such failure to have such corporate power and authority would not reasonably be expected to be material to SPAC or Merger Sub. The copies of the SPAC Organizational Documents and the Merger Sub Organizational Documents previously delivered by SPAC to the Company are true, correct and complete and are in effect as of the date of this Agreement. Each of SPAC and Merger Sub is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in the SPAC Organizational Documents and the Merger Sub Organizational Documents, respectively. Each of SPAC and Merger Sub is duly licensed or qualified and in good standing as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to be material to SPAC or Merger Sub.

Section 5.02 Due Authorization.

(a) Each of SPAC and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and each Transaction Agreement to which it is a party and, with respect to SPAC, upon receipt of approval of the SPAC Stockholder Matters by the Pre-Closing SPAC Holders holding at least a majority of the outstanding SPAC Common Stock (the "SPAC Minimum Holders"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been duly, validly and unanimously authorized and approved by the board of directors of SPAC and Merger Sub and, except with respect to SPAC for approval of the SPAC Stockholder Matters by the SPAC Minimum Holders, no other corporate proceeding on the part of SPAC or Merger Sub is necessary to authorize this Agreement or such Transaction Agreements or the performance hereunder or thereunder by SPAC or Merger Sub. This Agreement has been, and each Transaction Agreement to which SPAC or Merger Sub, as applicable, will be party will be, duly and validly executed and delivered by SPAC or Merger Sub, as applicable, and, assuming due authorization and execution by each other Party hereto and thereto, this Agreement constitutes, and each such Transaction Agreement to which SPAC or Merger Sub, as applicable, will be party, will constitute a legal, valid and binding obligation of SPAC or Merger Sub, as applicable, enforceable against SPAC or Merger Sub, as applicable, in accordance with its terms, subject to the Enforceability Exceptions.

(b) The approval of the SPAC Minimum Holders of the SPAC Stockholder Matters are the only votes of any of SPAC's capital stock necessary in connection with the entry into this Agreement by SPAC, the consummation of the transactions contemplated hereby, including the Merger.

(c) The board of directors of SPAC, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, or by unanimous written consent, has duly (i) determined that it is in the best interests of SPAC and the stockholders of SPAC, and declared it advisable, to enter into this Agreement providing for the Merger in accordance with the DGCL, (ii) determined that the fair market value of the Company is equal to at least 80% of the amount held in the Trust Account (less any deferred underwriting commissions and taxes payable on interest earned) as of the date hereof, (iii) approved the transactions contemplated by this Agreement as a Business Combination (as defined in the Certificate of Incorporation), (iv) adopted a resolution recommending that the plan of merger set forth in this Agreement be adopted by the stockholders of SPAC, and (v) and adopted a resolution recommending each of the SPAC Stockholder Matters to the Pre-Closing SPAC Holders.

Section 5.03 No Conflict. The execution, delivery and performance of this Agreement and any Transaction Agreement to which SPAC or Merger Sub is a party by SPAC or Merger Sub, respectively, and, upon receipt of the approval of the SPAC Stockholder Matters by the SPAC Minimum Holders, the consummation of the transactions contemplated hereby or by any Transaction Agreement do not and will not (a) conflict with or violate any provision of, or result in the breach of the SPAC Organizational Documents or the Merger Sub Organizational Documents, (b) conflict with or result in any violation of any provision of any Law or Governmental Order applicable to SPAC or Merger Sub, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions or provisions of any Contract to which SPAC or Merger Sub is a party or by which any of SPAC’s or Merger Sub’s assets or properties may be bound, or (d) result in the creation of any Lien upon any of the properties or assets of SPAC or Merger Sub, except, in the case of clauses (b), (c) and (d) above, for such violations, conflicts, breaches or defaults which would not, individually or in the aggregate, reasonably be expected to materially interfere with, prevent or materially delay the ability of SPAC or Merger Sub to enter into and perform its obligations under this Agreement or consummate the transactions contemplated by this Agreement and the Transaction Agreements.

Section 5.04 Litigation and Proceedings. Except as would not be reasonably expected to be material to SPAC or Merger Sub, there are no pending or, to the knowledge of SPAC, threatened in writing, Actions and, to the knowledge of SPAC, there are no pending or threatened investigations, in each case, against SPAC or Merger Sub, including any condemnation or similar proceedings, which, if determined adversely, would reasonably be expected to materially interfere with, prevent or materially delay the ability of SPAC or Merger Sub to enter into and perform its obligations under this Agreement or consummate the transactions contemplated by this Agreement and the Transaction Agreements. There is no unsatisfied judgment or any open injunction binding upon SPAC or Merger Sub, except as would not reasonably be expected to be material to SPAC or Merger Sub.

Section 5.05 Governmental Authorities; Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of SPAC or Merger Sub with respect to the execution or delivery of this Agreement or any Transaction Agreement to which SPAC or Merger Sub is a party or the consummation of the transactions contemplated hereby or thereby, except for (a) compliance with any applicable requirements of the HSR Act, (b) compliance with applicable requirements of the Communications Act and requirements of foreign Governmental Authorities related to the International Communications Authorizations, (c) those listed on Schedule 5.05, (d) applicable requirements of the Stock Exchange and Securities Laws, and (e) the filing of the Certificate of Merger.

Section 5.06 Financial Ability; Trust Account.

(a) As of the date hereof, there is at least $230,008,854.65 invested in a trust account (the "Trust Account"), maintained by the Exchange Agent, acting as trustee (the "Trustee"), pursuant to the Investment Management Trust Agreement, dated as of September 9, 2020, by and between SPAC and the Trustee (the "Trust Agreement"). Prior to the Closing, none of the funds held in the Trust Account may be released except in accordance with the Trust Agreement, the SPAC Organizational Documents and SPAC's final prospectus dated September 9, 2020. Amounts in the Trust Account are invested in United States Government securities or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended. SPAC has performed all material obligations required to be performed by it under, and is not in material default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. There are no claims or proceedings pending with respect to the Trust Account. Since September 9, 2020, SPAC has not released any money from the Trust Account (other than interest income earned on the principal held in the Trust Account as permitted by the Trust Agreement). As of the Effective Time, the obligations of SPAC to dissolve or liquidate pursuant to the SPAC Organizational Documents shall terminate, and, as of the Effective Time, SPAC shall have no obligation whatsoever pursuant to the SPAC Organizational Documents to dissolve and liquidate the assets of SPAC by reason of the consummation of the transactions contemplated hereby. Following the Effective Time, no stockholder of SPAC shall be entitled to receive any amount from the Trust Account except to the extent such stockholder shall have elected to tender its shares of SPAC Common Stock for redemption pursuant to the SPAC Stockholder Redemption. The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of SPAC and, to the knowledge of SPAC, the Trustee, enforceable in accordance with its terms, subject to the Enforceability Exceptions. The Trust Agreement has not been terminated, repudiated, rescinded, amended or supplemented or modified in any respect and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated by SPAC or, to the knowledge of SPAC, by the Trustee. There are no side letters and there are no Contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (i) cause the description of the Trust Agreement in the SEC Reports to be inaccurate or (ii) entitle any Person (other than Pre-Closing SPAC Holders who shall have elected to redeem their shares of SPAC Common Stock pursuant to the SPAC Stockholder Redemption or the underwriters of SPAC's initial public offering in respect of their Deferred Discount (as defined in the Trust Agreement)) to any portion of the proceeds in the Trust Account.

(b) Assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its respective obligations hereunder, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or that the funds available in the Trust Account will not be available to SPAC on the Closing Date.

(c) SPAC does not have, or have any present intention, agreement, arrangement or understanding to enter into or incur, any obligations with respect to or under any Indebtedness.

Section 5.07 Brokers' Fees. Except fees described on Schedule 5.07 (including the amounts owed with respect thereto), no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee, underwriting fee, deferred underwriting fee, commission or other similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by SPAC or any of its Affiliates, including the Sponsors.

Section 5.08 SEC Reports; Financial Statements; Sarbanes-Oxley Act; Undisclosed Liabilities.

(a) SPAC has filed in a timely manner all required registration statements, reports, schedules, forms, statements and other documents required to be filed by it with the SEC since September 9, 2020 (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "SEC Reports"). None of the SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP, applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of SPAC as of the respective dates thereof and the results of SPAC's operations and cash flows for the respective periods then ended. SPAC has no material off-balance sheet arrangements that are not disclosed in the SEC Reports.

(b) SPAC has established and maintains disclosure controls and procedures (as defined in Rule13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to SPAC is made known to SPAC's principal executive officer and its principal financial officer, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. Such disclosure controls and procedures are effective in timely alerting SPAC's principal executive officer and principal financial officer to material information required to be included in SPAC's periodic reports required under the Exchange Act.

(c) SPAC has established and maintained a system of internal controls. Such internal controls are sufficient to provide reasonable assurance regarding the reliability of SPAC's financial reporting and the preparation of SPAC's financial statements for external purposes in accordance with GAAP.

(d) There are no outstanding loans or other extensions of credit made by SPAC to any executive officer (as defined in Rule3b-7 under the Exchange Act) or director of SPAC. SPAC has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Neither SPAC (including any employee thereof) nor SPAC's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by SPAC, (ii) any Fraud, whether or not material, that involves SPAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by SPAC or (iii) any claim or allegation regarding any of the foregoing.

(f) To the knowledge of SPAC, as of the date hereof, there are no outstanding SEC comments from the SEC with respect to the SEC Reports. To the knowledge of SPAC, none of the SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 5.09 Business Activities.

(a) Since its incorporation, SPAC has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination (as defined in the Certificate of Incorporation). Except as set forth in the SPAC Organizational Documents or Merger Sub Organizational Documents, as applicable, there is no agreement, commitment or Governmental Order binding upon SPAC or Merger Sub, as applicable, or to which SPAC or Merger Sub, as applicable, is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of SPAC or Merger Sub, as applicable, or any acquisition of property by SPAC or Merger Sub, as applicable, or the conduct of business by SPAC or Merger Sub, as applicable, as currently conducted or as contemplated to be conducted as of the Closing, other than such effects as would not reasonably be expected to be material to SPAC and Merger Sub.

(b) Except for this Agreement and the Transactions, neither SPAC nor Merger Sub (i) owns or has a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity or (ii) has any interests, rights, obligations or liabilities with respect to, and is not party to or bound by, nor are its assets or property subject to, directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination (as defined in the Certificate of Incorporation).

(c) There is no liability, debt or obligation against SPAC or Merger Sub, except for liabilities, debts and obligations (i) reflected or reserved for on SPAC's balance sheet contained in its Quarterly Report on Form 10-Q, filed with the SEC on November 13, 2020 (the 'SPAC Most Recent Balance Sheet") or disclosed in the notes thereto (other than any such liabilities, debts and obligations not reflected, reserved or disclosed as are not and would not be, in the aggregate, material to SPAC and Merger Sub, taken as a whole), (ii) that have arisen since the date of the SPAC Most Recent Balance Sheet in the ordinary course of the operation of business of SPAC (other than any such liabilities, debts and obligations as are not and would not be, in the aggregate, material to SPAC and Merger Sub, taken as a whole), (iii) disclosed in the Schedule 5.09 or (iv) incurred in connection with or contemplated by this Agreement and/or the Transactions.

Section 5.10 Employees. Other than any officers as described in the SEC Reports, SPAC and its Subsidiaries have never employed any employees or retained any contractors. SPAC and its Subsidiaries have never maintained, sponsored, contributed to or had any direct liability under, and do not currently maintain, sponsor, contribute to or have any direct liability under, any SPAC Benefit Plan. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any current or former director, officer, employee or individual consultant of SPAC or Merger Sub, or (ii) result in the acceleration of the time of payment or vesting of any such benefits (whether payable pursuant to a SPAC Benefit Plan or otherwise). The transactions contemplated by this Agreement shall not be the direct or indirect cause of any amount paid or payable by SPAC, its Subsidiaries or any of their Affiliates being classified as an "excess parachute payment" under Section 280G of the Code or the imposition of any additional Tax under Section 4999 or 409A(a)(1)(B) of the Code. There is no contract, agreement, plan or arrangement to which SPAC or any of its Subsidiaries is a party which requires payment by any party of a Tax gross-up or Tax reimbursement payment to any person, including under Section 4999 or 409A of the Code.

Section 5.11 Tax Matters.

(a) All material Tax Returns required by Law to be filed by SPAC and Merger Sub have been filed, and all such Tax Returns are true, correct and complete in all material respects.

(b) All material amounts of Taxes due and owing by SPAC and Merger Sub have been paid, and since their respective dates of formation neither SPAC nor Merger Sub has incurred any material Tax liability outside the ordinary course of business.

(c) Each of SPAC and Merger Sub has (i) withheld and deducted all material amounts of Taxes required to have been withheld or deducted by it in connection with amounts paid or owed to any employee, independent contractor, creditor, shareholder or any other third party, (ii) remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Authority and (iii) complied in all material respects with applicable Law with respect to Tax withholding.

(d) Neither SPAC nor Merger Sub has engaged in any material audit, administrative proceeding or judicial proceeding with respect to Taxes. Neither SPAC nor Merger Sub has received any written notice from a Governmental Authority of a dispute or claim with respect to a material amount of Taxes, other than disputes or claims that have since been resolved, and to the knowledge of SPAC, no such claims have been threatened. No written claim has been made, and to the knowledge of SPAC, no oral claim has been made, since January 1, 2019, by any Governmental Authority in a jurisdiction where SPAC or Merger Sub, as applicable, does not file a Tax Return that SPAC or Merger Sub, as applicable, is or may be subject to Taxes by that jurisdiction in respect of Taxes that would be the subject of such Tax Return. There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes of SPAC or Merger Sub and no written request for any such waiver or extension is currently pending.

(e) Neither SPAC, Merger Sub nor any of their respective predecessors has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for Income Tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) since January 1, 2019.

(f) Neither SPAC nor Merger Sub has been a party to any (i) "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) (or any similar provision of state, local or foreign Law), (ii) "transaction of interest," within the meaning of Treasury Regulations Section 1.6011-4(b)(6) (or any similar provision of state, local or foreign Law), (iii) any transaction that is "substantially similar" (within the meaning of Treasury Regulations Section 1.6011-4(c)(4) or any similar provision of state, local or foreign Law) to a "listed transaction" or "transaction of interest" or (iv) any other transaction that required or will require the filing of Internal Revenue Service Form 8886 (or any similar filing under state, local or foreign Law).

(g) Neither SPAC nor Merger Sub will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date and made prior to the Closing; (ii) any "closing agreement" with respect to Taxes with a Governmental Authority executed on or prior to the Closing; (iii) installment sale or open transaction disposition made on or prior to the Closing; or (iv) prepaid amount received on or prior to the Closing.

(h) There are no Liens with respect to Taxes on any of the assets of SPAC or Merger Sub, other than Permitted Liens.

(i) Neither SPAC nor Merger Sub has material liability for the Taxes of any Person (i) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), (ii) as a transferee or successor or (iii) by Contract or otherwise (except, in each case, for liabilities pursuant to commercial contracts not primarily relating to Taxes).

(j) Neither SPAC nor Merger Sub is a party to, or bound by, or has any material obligation to any Governmental Authority or other Person under any Tax allocation, Tax sharing or Tax indemnification agreement (except, in each case, for any such agreements that are commercial contracts not primarily relating to Taxes).

(k) Neither SPAC nor Merger Sub nor any of their Affiliates has any knowledge of any fact or circumstance that would prevent the Merger, or, if applicable, the Alternative Transaction Structure, from qualifying for the Intended Tax Treatment.

Section 5.12 Capitalization.

(a) As of the date hereof, the authorized capital stock of SPAC consists of (x) 110,000,000 shares of SPAC Common Stock (100,000,000 of which are classified as SPAC Class A Common Stock and 10,000,000 of which are classified as SPAC Class B Common Stock), of which 28,750,000 shares of SPAC Common Stock (consisting of 23,000,000 shares of SPAC Class A Common Stock and 5,750,000 shares of SPAC Class B Common Stock) are issued and outstanding, and (y) 1,000,000 shares of preferred stock, par value $0.0001 per share, of which none are issued and outstanding. As of the date of this Agreement, 18,100,000 shares of SPAC Class A Common Stock are reserved for issuance under the SPAC Warrants. All of the issued and outstanding shares of SPAC Common Stock and the SPAC Warrants (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with the SPAC Organizational Documents and applicable Law, (iii) were not issued in breach or violation of any preemptive rights or Contract and (iv) are fully vested and not otherwise subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code. As of the date hereof, SPAC has issued 18,100,000 SPAC Warrants that entitle the holder thereof to purchase SPAC Class A Common Stock at an exercise price of $11.50 per share on the terms and conditions set forth in the Public Warrant Agreement or the Private Warrant Agreement, as applicable. All of the shares of SPAC Common Stock to be issued pursuant to the terms of this Agreement (x) will be duly authorized and validly issued and will be fully paid and nonassessable, (y) will be issued in compliance in all material respects with the SPAC Organizational Documents and applicable Law, and (z) will not be issued in material breach or violation of any preemptive rights or Contract.

(b) Except for this Agreement and the SPAC Warrants, as of the date hereof, there are (i) no subscriptions, calls, options, warrants, rights or other securities convertible into or exchangeable or exercisable for shares of SPAC Common Stock or other equity securities of SPAC, or any other Contracts to which SPAC is a party or by which SPAC is bound obligating SPAC to issue or sell any shares of capital stock of, other equity securities in, or debt securities of, SPAC, and (ii) no equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in SPAC. Except as disclosed in the SPAC Organizational Documents or pursuant this Agreement and the Transaction Agreements, there are no outstanding contractual obligations of SPAC to repurchase, redeem or otherwise acquire any securities or equity interests of SPAC. There are no outstanding bonds, debentures, notes or other indebtedness of SPAC having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which Pre-Closing SPAC Holders may vote. Except as disclosed in the SEC Reports, SPAC is not a party to any shareholders agreement, voting agreement or registration rights agreement relating to SPAC Common Stock or any other equity securities of SPAC. Except for Merger Sub, SPAC does not, directly or indirectly, own any capital stock or any other equity securities in any other Person or have any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which any other Person is or may become obligated to issue or sell to SPAC, or give SPAC any right to subscribe for or acquire, or in any way dispose of, any shares of the capital stock or other equity securities, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other equity securities, of such Person.

(c) The authorized capital stock of Merger Sub consists of 1,000 shares of Merger Sub Common Stock, of which 1,000 shares are issued and outstanding as of the date of this Agreement. All of the issued and outstanding shares of Merger Sub Common Stock (i) are owned beneficially and of record by SPAC, (ii) have been duly authorized and validly issued and are fully paid and nonassessable, (iii) were issued in compliance in all material respects with the Merger Sub Organizational Documents and applicable Law, and (iv) were not issued in material breach or violation of any preemptive rights or Contract. There are (A) no subscriptions, calls, options, warrants, rights or other securities convertible into or exchangeable or exercisable for shares of Merger Sub Common Stock or other equity securities of Merger Sub, or any other Contracts to which Merger Sub is a party or by which Merger Sub is bound obligating SPAC to issue or sell any shares of capital stock of, other equity securities in, or debt securities of, Merger Sub, and (B) no equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in Merger Sub.

Section 5.13 Stock Market Listing. The issued and outstanding units of SPAC, each of which such units are comprised of one share of SPAC Common Stock and one-half of one Public Warrants, are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Stock Exchange under the symbol "NSH.U". The issued and outstanding shares of SPAC Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Stock Exchange under the symbol "NSH". The issued and outstanding Public Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Stock Exchange under the symbol "NSH WS". SPAC is in compliance with the rules of the Stock Exchange and there is no Action pending or, to the knowledge of SPAC, threatened against SPAC by the Stock Exchange or the SEC with respect to any intention by such entity to deregister the SPAC Common Stock or Public Warrants or terminate the listing of SPAC Common Stock or Public Warrants on the Stock Exchange. None of SPAC nor any of its Affiliates has taken any action in an attempt to terminate the registration of the SPAC Common Stock or Public Warrants under the Exchange Act, except as contemplated by this Agreement. SPAC has not received any notice from the Stock Exchange or the SEC regarding the revocation of such listing or otherwise regarding the delisting of the SPAC Common Stock from the Stock Exchange or the SEC.

Section 5.14 Compliance with Laws.

(a) SPAC and Merger Sub are, and since January 1, 2019 have been, in compliance in all material respects with all applicable Laws and Governmental Orders. Since January 1, 2019, neither SPAC or Merger Sub has received any written notice of any material violations of applicable Laws, Governmental Orders or material licenses, approvals, consents, registrations, franchises or permits held by SPAC or Merger Sub. SPAC and Merger Sub are each qualified to hold an interest in the Communications Authorizations under applicable Laws.

(b) Since January 1, 2019, neither SPAC nor Merger Sub, nor any of their respective directors, officers, employees, nor to the knowledge of SPAC, agents or other Persons acting on their behalf, have taken, directly or indirectly, any act in furtherance of an improper offer, payment, promise to pay, authorization, ratification, solicitation, or acceptance of the payment, directly or indirectly, of any gift, money, payment, contribution or anything of value to or from any Person to secure any improper advantage or to obtain or retain business, or that would otherwise cause SPAC or Merger Sub to be in material violation of Anti-Corruption Laws. Since January 1, 2019, to the knowledge of SPAC, neither SPAC nor Merger Sub has been subjected to any investigation by a Governmental Authority for material violation of any applicable Anti-Corruption Laws. Since January 1, 2019, neither SPAC nor Merger Sub has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any material noncompliance with any Anti-Corruption Law.

Section 5.15 Contracts; No Defaults.

(a) Schedule 5.15(a) a listing of all Contracts including every "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) (other than confidentiality and non-disclosure agreements) to which SPAC or Merger Sub is a party or by which any of their respective assets are bound as of the date hereof.

(b) Each Contract of a type required to be listed on Schedule 5.15(a) (each, an "SPAC Material Contract"), (i) is valid and binding on SPAC and, to SPAC's knowledge, the counterparties thereto, and is in full force and effect and enforceable in accordance with its terms against SPAC and, to SPAC's knowledge, the counterparties thereto (subject to the Enforceability Exceptions), (ii) SPAC and, to SPAC's knowledge, the counterparties thereto are not in material breach of, or default under, any SPAC Material Contract and (iii) to the knowledge of SPAC, no event has occurred that (with or without due notice or lapse of time or both) would result in a material breach of, or default under, any SPAC Material Contract by SPAC or the counterparties thereto. SPAC has made available to the Company true and complete copies of all SPAC Material Contracts in effect as of the date hereof (it being understood and agreed, for the avoidance of doubt, that each SPAC Material Contract set forth in any SPAC SEC reports that is publicly available as of the date hereof shall be deemed to have been made available to the Company pursuant to this sentence).

Section 5.16 Related Party Transactions. Except as described in the SEC Reports, there are no transactions, Contracts, side letters, arrangements or understandings between SPAC or Merger Sub, on the one hand, and any director, officer, employee, stockholder, warrant holder or Affiliate of SPAC or Merger Sub (a "SPAC Affiliate Party"), on the other hand (other than those between SPAC and Merger Sub). No Affiliate, officer, director or senior management-level employee of SPAC or Merger Sub or, to the knowledge of SPAC, any immediate family member of any officer, director or senior management-level employee of SPAC or Merger Sub (a) owns any material interest in any material asset or property used by SPAC in the conduct of their business as currently conducted or (b) owes any material amount to, or is owed any material amount by, SPAC or Merger Sub (other than ordinary course accrued compensation, employee benefits, and expense reimbursements).

Section 5.17 Investment Company Act. Neither SPAC nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.18 SPAC Foreign Person Status. SPAC hereby represents that (a) it is not a "foreign person," as defined in Section 721 of the U.S. Defense Production Act of 1950, as amended, including any implementing regulations thereof (the "DPA") and (b) it will not permit any foreign person affiliated with SPAC, whether affiliated as a limited partner or otherwise, to obtain through SPAC any of the following with respect to the Company: (i) control (as defined in the DPA) of the Company, including the power to determine, direct or decide any important matters for the Company; (ii) access to any material nonpublic technical information (as defined in the DPA) in the possession of the Company (which shall not include financial information about the Company), including access to any information not already in the public domain that is necessary to design, fabricate, develop, test, produce, or manufacture Company products, including processes, techniques, or methods; (iii) membership or observer rights on the Company's Board of Directors or the right to nominate an individual to a position on the Company's Board of Directors; or (iv) any involvement (other than through voting of shares) in substantive decision-making of the Company regarding (x) the use, development, acquisition or release of any Company "critical technology" (as defined in the DPA); (y) the use, development, acquisition, safekeeping, or release of "sensitive personal data" (as defined in the DPA) of U.S. citizens maintained or collected by the Company, or (z) the management, operation, manufacture, or supply of "covered investment critical infrastructure" (as defined in the DPA).

Section 5.19 PIPE Financing. SPAC has delivered to the Company a true, correct and complete copy of the fully executed Subscription Agreements as in effect as of the date hereof, pursuant to which the PIPE Investors have collectively committed, on the terms and subject to the conditions therein, to purchase an aggregate of no less than 10,000,000 shares of SPAC Class A Common Stock for $10.00 per share. Each of the Subscription Agreements is, as of the date hereof, in full force and effect (assuming, with respect to each PIPE Investor and the Company, that each such Subscription Agreement has been duly authorized, executed and delivered by each applicable PIPE Investor), and as of the date hereof, none of the Subscription Agreements has been withdrawn, rescinded or terminated or otherwise amended or modified in any respect, and, to SPAC's knowledge, no such amendment or modification is contemplated as of the date hereof. SPAC is not in material breach of any of the representations or warranties of SPAC, or terms or conditions set forth in any of the Subscription Agreements. SPAC (i) has no knowledge that any event has occurred that (with or without notice or lapse of time, or both) would constitute a breach or default under any of the Subscription Agreements, (ii) has no knowledge of any fact, event or other occurrence that makes any of the representations or warranties of SPAC in any of the Subscription Agreements inaccurate in any material respect and (iii) has no knowledge that any of the conditions to the consummation of the transactions contemplated by the Subscription Agreements will not be satisfied when required thereunder or that the transaction proceeds contemplated by the Subscription Agreements will not be made available when required thereunder. As of the date of this Agreement, no PIPE Investor has notified SPAC in writing of its intention to terminate all or any portion of the PIPE Investment Amount or not to provide the financing contemplated thereunder. Other than as set forth in the PIPE Subscription Agreements delivered to the Company in connection with the execution of this Agreement, (i) there are no conditions precedent or contingencies to the obligations of the parties under the Subscription Agreements to make the full PIPE Investment Amount available to SPAC on the terms therein, and (ii) to the knowledge of SPAC, there are no side letters or other agreements, understandings, contracts or arrangements (written, oral or otherwise) related to the Subscription Agreements or the PIPE Financing, other than those entered into with the placement agents of the PIPE Investment.

Section 5.20 Investigation; No Other Representations. Each of SPAC and Merger Sub acknowledges and agrees (on its own behalf and on behalf of its respective Affiliates and its and their respective Representatives) that it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company (and its respective Subsidiaries) and has been afforded satisfactory access to the books and records, facilities and personnel of the Company (and its respective Subsidiaries) for purposes of conducting such investigation. In entering into this Agreement and the Transaction Documents to which it is or will be a party, SPAC and Merger Sub has relied solely on its own investigation and analysis and the Company Representations and no other representations or warranties of the Company or any other Person, either express or implied, and SPAC and Merger Sub, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that, except for the Company Representations, neither the Company nor any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby.

Section 5.21 Exclusivity of Representations and Warranties. Notwithstanding the delivery or disclosure to the Company or any of its Representatives of any documentation or other information (including financial projections or other supplemental data) the SPAC Representations constitute the sole and exclusive representations and warranties of SPAC in connection with the transactions contemplated hereby and except for the SPAC Representations, none of SPAC or Merger Sub, has made, any other express or implied representation or warranty with respect to SPAC or Merger Sub, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of SPAC or Merger Sub or the transactions contemplated by this Agreement and all other representations and warranties of any kind or nature expressed or implied (including (x) regarding the completeness or accuracy of, or any omission to state or to disclose, any information, including in the estimates, projections or forecasts or any other information, document or material provided to or made available to the Company or its respective Affiliates or Representatives in certain "data rooms," management presentations or in any other form in expectation of the Transactions, including meetings, calls or correspondence with management of the Company, and (y) any relating to the future or historical business, condition (financial or otherwise), results of operations, prospects, assets or liabilities of SPAC or Merger Sub (or its Subsidiaries), or the quality, quantity or condition of SPAC's or Merger Sub's assets) are specifically disclaimed by SPAC and Merger Sub.

ARTICLE VI
COVENANTS OF THE COMPANY

Section 6.01 Conduct of Business. From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, except as contemplated by this Agreement, set forth on Schedule 6.01 or consented to by SPAC (which consent shall not be unreasonably conditioned, withheld, delayed or denied), use commercially reasonable efforts to operate its business in the ordinary course of business; provided that during any period of full or partial suspension of operations related to COVID-19, the Group Companies may take such actions as are reasonably necessary (x) to protect the health and safety of the Company's or its Subsidiaries' employees and other individuals having business dealings with the Company or its Subsidiaries and/or (y) to respond to third-party supply or service disruptions caused by the COVID-19, including, but not limited to the COVID-19 Measures, and any such actions taken (or not taken) shall be deemed to be taken in the "ordinary course of business" for all purposes of this Section 6.01 and not be considered a breach of this Section 6.01; provided, further, that following any such suspension, to the extent that the Company or any of its Subsidiaries took any actions pursuant to the immediately preceding proviso that caused deviations from its business being conducted in the ordinary course of business consistent with past practice (not taking into account recent past practice in light of COVID-19), the Company shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to resume conducting their respective businesses in the ordinary course of business consistent (not taking into account recent past practice in light of COVID-19) in all material respects as soon as reasonably practicable. Without limiting the generality of the foregoing, except as contemplated by this Agreement, in connection with, or arising from, or pursuant the Permitted Debt Financing, including, for the avoidance of doubt, in connection with the termination of any outstanding debt facility in connection with any Permitted Debt Financing, (provided that such transaction is consummated on terms not materially more favorable to F.P. Credit Partners, L.P. or its Affiliates, as applicable, than those reflected in the most recent summary of terms provided by the Company to SPAC on or prior to the date of this Agreement), as set forth on Schedule 6.01, as consented to by SPAC (which consent shall not be unreasonably conditioned, withheld or delayed), or as required by Law, the Company shall not, and shall cause its Subsidiaries not to, during the Interim Period:

(a) amend its organizational documents (other than any amendments effected solely to change the name of the Company);

(b) make, declare, set aside, establish a record date for, or pay, any dividend or distribution, other than any dividends or distributions from any wholly owned Subsidiary of the Company to the Company or any other wholly owned Subsidiaries of the Company;

(c) (i) issue, deliver, sell, transfer, pledge, dispose of, or place any Lien (other than a Permitted Lien) on, any of its equity securities other than the issuance of shares of Company Common Stock upon the exercise of any Company Options, Company Warrants, Company Notes or conversion of Company Preferred Stock or (ii) issue or grant any options, warrants or other rights to purchase or obtain any of its equity securities;

(d) sell, assign, transfer, convey, lease, exclusively license, abandon, allow to lapse or expire, subject to or grant any Lien (other than Permitted Liens), or otherwise dispose of, any material assets, rights or properties of the Group Companies, taken as a whole, other than (i) sales or licenses of goods, technology, Intellectual Property, data, or services to customers or other third-party partners, resellers, collaborators, or, (ii) the sale or other disposition of assets, technology, or equipment deemed by the Company to be obsolete or no longer material to the business of the Group Companies, in each such case, (1) in the ordinary course of business or (2) pursuant to the Company's reasonable business judgement;

(e) (i) cancel or compromise any claim or Indebtedness owed to the Company or any of its Subsidiaries other than with respect to the cancellation or repayment of any Indebtedness under any Company Notes or (ii) settle any pending or threatened Action, (A) if such settlement would require payment by the Company or its Subsidiaries in an amount greater than $250,000, (B) to the extent such settlement includes an agreement to accept or concede injunctive relief or (C) to the extent such settlement involves a Governmental Authority or alleged criminal wrongdoing;

(f) directly or indirectly acquire, by merging or consolidating with, or by purchasing all or a substantial portion of the assets of, or by purchasing all or a substantial portion of the equity securities in, or by any other manner, any line of business or any Person or division thereof, other than in the ordinary course of business;

(g) make any loans or advance any money or other property to any Person, except for (A) advances to employees or officers of the Company or any of its Subsidiaries for expenses not to exceed $25,000 individually or $250,000 in the aggregate, (B) prepayments and deposits paid to suppliers of the Company or any of its Subsidiaries in the ordinary course of business and (C) trade credit extended to customers of the Company or any of its Subsidiaries in the ordinary course of business;

(h) redeem, purchase, or otherwise acquire, any of its equity securities or any securities or obligations convertible into or exchangeable for any of its equity securities;

(i) adjust, split, combine, subdivide, recapitalize, reclassify or otherwise effect any change in respect of any of its equity securities;

(j) make any change in its customary accounting principles or methods of accounting materially affecting the reported consolidated assets, liabilities or results of operations of the Group Companies, other than as may be required by applicable Law, GAAP or regulatory guidelines;

(k) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(l) make or change any material income Tax election, adopt or change any material accounting method with respect to Taxes, file any amended material Tax Return, settle or compromise any material Tax liability, enter into any material closing agreement with respect to any Tax, surrender any right to claim a material refund of Taxes or consent to any extension or waiver of the limitations period applicable to any material Tax claim or assessment;

(m) incur any Indebtedness, or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any Person (other than a Company Subsidiary) for Indebtedness (other than Indebtedness under existing credit or lending facilities or Company Notes in existence on the date hereof), in each case, in excess of $2,000,000;

(n) enter into any new line of business;

(o) voluntarily fail to maintain, cancel or materially change coverage under, in a manner materially detrimental to the Company or any of its Subsidiaries, any insurance policy maintained with respect to the Group Companies and their assets and properties; or

(p) enter into any Contract or commitment to do any action prohibited under this Section 6.01.

Section 6.02 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to the Company or any of its Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information which (a) relates to interactions with prospective buyers of the Company or the negotiation of this Agreement or the Transactions, (b) is prohibited from being disclosed by applicable Law or (c) in the opinion of legal counsel of the Company would result in the loss of attorney-client privilege or other privilege from disclosure, the Company shall, and shall cause it Subsidiaries to, afford to SPAC, Merger Sub and their respective Representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, in such manner as to not interfere with the normal operation of the Group Companies and so long as reasonably feasible or permissible under applicable Law, to the properties, books, Contracts, records and appropriate officers and employees of the Group Companies, in each case, as SPAC, Merger Sub and their respective Representatives may reasonably request, solely for purposes of consummating the Transactions; provided, however, that SPAC and Merger Sub shall not be permitted to perform any environmental sampling, including sampling of soil, groundwater, surface water, building materials, or air or wastewater emissions. The Parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply. All information obtained by SPAC and its Representatives under this Agreement shall be subject to the Confidentiality Agreement.

Section 6.03 No Claim Against the Trust Account. The Company acknowledges that, if the transactions contemplated by this Agreement, or, in the event of termination of this Agreement, another Business Combination (as defined in the Certificate of Incorporation), are not consummated by September 14, 2022 or such later date as approved by Pre-Closing SPAC Holders to complete a Business Combination, SPAC will be obligated to return to its Pre-Closing SPAC Holders the amounts being held in the Trust Account. For and in consideration of SPAC entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees on behalf of itself and its Affiliates and Representatives that, notwithstanding the foregoing or anything to the contrary in this Agreement, none of the Company, its Affiliates nor any of its Representatives does now or shall at any time prior to the Effective Time have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any proposed or actual business relationship between SPAC or any of its Representatives, on the one hand, and, the Company, its Affiliates or any of its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Trust Account Released Claims"). The Company, on its own behalf and on behalf of its Affiliates and Representatives, hereby irrevocably waives any Trust Account Released Claims that it or any of its Affiliates or Representatives may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations or Contracts with SPAC or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of any agreement with SPAC or its Affiliates); provided, however, that the foregoing waiver will not limit or prohibit the Company from pursuing a claim against SPAC, Merger Sub or any other Person for legal relief against monies or other assets of SPAC or Merger Sub held outside of the Trust Account (including any monies that are released from the Trust Account) or for specific performance or other equitable relief in connection with the Transactions.

Section 6.04 D&O Indemnification and Insurance.

(a) From and after the Effective Time, SPAC and the Surviving Company each agrees that it shall indemnify and hold harmless each present and former director, manager and officer of SPAC and the Company and each of their respective Subsidiaries against any costs or expenses (including reasonable attorney's fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at, or after the Effective Time, to the fullest extent that SPAC, the Company or their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and their respective organizational documents in effect on the date of this Agreement to indemnify such Persons (including advancing expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, to the extent permitted under applicable Law, the Surviving Company shall and shall cause its Subsidiaries to (i) maintain for a period of not less than six years after the Effective Time provisions in its and its Subsidiaries' organizational documents concerning the indemnification and exculpation (including provisions relating to expense reimbursement) of directors, managers and officers that are no less favorable to such Persons than the provisions of the organizational documents of SPAC and the Company and each of their respective Subsidiaries as of the date of this Agreement and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as otherwise required by Law.

(b) For a period of six years from the Closing, SPAC shall, or shall cause one or more of its Subsidiaries to, maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by SPAC's or the Company's or any of its Subsidiaries' directors' and officers' liability insurance policies, as the case may be, on market standard terms for U.S. publicly listed companies; provided, however, that (i) SPAC may cause coverage to be extended under the current directors' and officers' liability insurance of SPAC and the Company and its Subsidiaries, as the case may be, by obtaining a six-year "tail" policy containing terms not less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Closing and (ii) if any claim is asserted or made within such six-year period, any insurance required to be maintained under this Section 6.04 shall be continued in respect of such claim until the final disposition thereof.

Section 6.05 Financial Information. As soon as reasonably practicable after the date hereof, the Company shall use commercially reasonable efforts to deliver to SPAC (i) the audited consolidated balance sheets of the Group Companies for each of the years ended December 31, 2019 and December 31, 2020 and the related audited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows of the Group Companies for the years-then ended (the "Audited Financial Statements") and (ii) any other audited or unaudited consolidated balance sheets and the related audited or unaudited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows of the Group Companies as of and for a year-to-date period ended as of the end of any other different fiscal quarter (and as of and for the same period from the previous fiscal year) or fiscal year (and as of and for the prior fiscal year), as applicable, that are required to be included in the Registration Statement/Proxy Statement. All such financial statements, together with any audited or unaudited consolidated balance sheet and the related audited or unaudited consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows of the Group Companies as of and for a year-to-date period ended as of the end of a different fiscal quarter (and as of and for the same period from the previous fiscal year) or fiscal year (and as of and for the prior fiscal year) that is required to be included in the Registration Statement/Proxy Statement will (a) fairly present in all material respects the financial position of the Group Companies as at the date thereof, and the results of its operations and comprehensive loss, shareholders' equity (deficit) and cash flows for the respective periods then ended (subject, in the case of any unaudited interim financial statements, to normal year end audit adjustments (none of which is expected to be material) and the absence of footnotes), (b) be prepared in conformity with GAAP applied on a consistent basis during the periods involved (except, in the case of any audited financial statements, as may be indicated in the notes thereto and subject, in the case of any unaudited financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of footnotes), (c) in the case of any audited financial statements, be audited in accordance with the standards of the PCAOB and contain a report of the Company's auditor and (d) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof (including Regulation S-X or Regulation S-K, as applicable).

Section 6.06 No SPAC Securities Transactions. During the Interim Period, except as otherwise contemplated by this Agreement, the Company shall not, and shall cause its Subsidiaries not to, engage in any transactions involving the securities of SPAC without the prior consent of SPAC.

Section 6.07 Company Notes; Company Warrants. During the Interim Period, the Company shall use commercially reasonable efforts to (i) comply with all notice and other provisions of the Company Notes and Company Warrants applicable to the Transactions, (ii) take such actions as are necessary or advisable, including obtaining any elections, consents, and waivers from the Noteholders, in order to cause the Company Notes to be either repaid and discharged or converted into shares of Company Capital Stock prior to the Closing, and (iii) take such actions as are necessary or advisable, including obtaining any elections, consents, and waivers from the Warrantholders, in order to cause the Company Warrants to be cancelled, extinguished and exercised for shares of Company Capital Stock prior to the Closing, or assumed by SPAC upon the Closing.

Section 6.08 Additional Signatories. During the Interim Period, the Company shall use commercially reasonable efforts to obtain an executed Investor Rights Agreement from any holder of Company Capital Stock who has been designated by the Parties to execute the Investor Rights Agreement but has not done so prior to the time of the execution and delivery of this Agreement.

ARTICLE VII
COVENANTS OF SPAC

Section 7.01 Conduct of SPAC During the Interim Period.

(a) During the Interim Period, except as set forth on Schedule 7.01, as contemplated by this Agreement and the Transaction Agreements, or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld or delayed), neither SPAC nor Merger Sub shall:

(i) change, modify or amend the Trust Agreement, the SPAC Organizational Documents, or the Merger Sub Organizational Documents;

(ii) create or form any Subsidiary;

(iii) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, SPAC or Merger Sub; (B) split, combine or reclassify any capital stock of, or other equity interests in, SPAC or Merger Sub; or (C) other than in connection with the SPAC Stockholder Redemption, repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, SPAC or Merger Sub;

(iv) make, change or revoke any material income Tax election, adopt or change any material accounting method with respect to Taxes, file any amended material Tax Return, settle or compromise any material Tax liability, enter into any material closing agreement with respect to any Tax, surrender any right to claim a material refund of Taxes or consent to any extension or waiver of the limitations period applicable to any material Tax claim or assessment;

(v) enter into, renew or amend in any material respect, any transaction or Contract with any SPAC Affiliate Party (including (x) the Sponsors or anyone related by blood, marriage or adoption to any Sponsor or SPAC Affiliate Party and (y) any Person in which any Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater);

(vi) waive, release, compromise, settle or satisfy any pending or threatened material claim or Action or compromise or settle any material liability;

(vii) adopt or amend any SPAC Benefit Plan, or enter into any employment contract or collective bargaining agreement or hire any person as an employee of SPAC or Merger Sub;

(viii) directly or indirectly acquire, by merging or consolidating with, or by purchasing all or a substantial portion of the assets of, or by purchasing all or a substantial portion of the equity securities in, or by any other manner, any line of business or any Person or division thereof;

(ix) make any loans or advance any money or other property to any Person except for advances to officers of SPAC or Merger Sub for expenses not to exceed $10,000 individually or $100,000 in the aggregate;

(x) make any change in its customary accounting principles or methods of accounting materially affecting the reported consolidated assets, liabilities or results of operations of SPAC or Merger Sub, other than as may be required by applicable Law, GAAP or regulatory guidelines;

(xi) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(xii) incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness of guarantee any liability of any Person;

(xiii) (A) offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any capital stock of, other equity interests, equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in, SPAC or Merger Sub or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock or equity interests, other than issuance of SPAC Common Stock in connection with the PIPE Investment and/or the exercise of any SPAC Warrants outstanding on the date hereof or (B) amend, modify or waive any of the terms or rights set forth in, any SPAC Warrant, the Public Warrant Agreement, or the Private Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein; or

(xiv) enter into any Contract or commitment to do any action prohibited under this Section 7.01(a).

(b) During the Interim Period, SPAC and Merger Sub shall comply with, and continue performing under, as applicable, the SPAC Organizational Documents, the Merger Sub Organizational Documents, the Trust Agreement, and all other agreements or Contracts to which SPAC is a party.

Section 7.02 Certain Transaction Agreements. Unless otherwise approved in writing by the Company, SPAC shall not permit any amendment or modification to be made to, or any waiver (in whole or in part) of any provision or remedy under, or any replacement of, any Voting and Non-Redemption Agreement, the Investor Rights Agreement, or the Waiver Agreement. SPAC shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to satisfy in all material respects on a timely basis all conditions and covenants applicable to SPAC in each Voting and Non-Redemption Agreement, the Investor Rights Agreement, and the Waiver Agreement and otherwise comply with its obligations thereunder and to enforce its rights under each such agreement. Without limiting the generality of the foregoing, SPAC shall give the Company, prompt (and, in any event, within one Business Day) written notice: (i) of any 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 breach or default) by any party to any Voting and Non-Redemption Agreement, the Investor Rights Agreement, or the Waiver Agreement known to SPAC; or (ii) of the receipt of any written notice or other written communication from any other party to any Voting and Non-Redemption Agreement, the Investor Rights Agreement, or the Waiver Agreement with respect to any actual, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party under any such agreement or any provisions of any such agreement.

Section 7.03 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to SPAC or Merger Sub by third parties that may be in SPAC's or Merger Sub's possession from time to time, and except for any information which is prohibited from being disclosed by applicable Law or in the opinion of legal counsel of SPAC would result in the loss of attorney-client privilege or other privilege from disclosure, SPAC and Merger Sub shall afford to the Company, its Affiliates and their respective Representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, to the properties, books, Contracts, commitments, Tax Returns, records and appropriate officers and employees of SPAC and Merger Sub as the Company and its Representatives may reasonably request solely for purposes of consummating the Transactions. The Parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply. All information obtained by the Company, its Affiliates and their respective Representatives under this Agreement shall be subject to the Confidentiality Agreement.

Section 7.04 SPAC Stock Exchange Listing. From the date hereof through the Closing, SPAC shall use commercially reasonable efforts to cause (a) SPAC's initial listing application with the Stock Exchange in connection with the Transactions to be approved, (b) the shares of SPAC Class A Common Stock issuable in accordance with this Agreement, to be approved for listing on the Stock Exchange, subject to official notice of issuance thereof, and (c) to satisfy any of SPAC's applicable initial and continuing listing requirements of the Stock Exchange, in each case as promptly as reasonably practicable after the date of this Agreement, and in any event prior to the Effective Time.

Section 7.05 SPAC Public Filings. From the date hereof through the Closing, SPAC will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

Section 7.06 Section 16 Matters. Prior to the Closing, the board of directors of SPAC, or an appropriate committeeof "non-employee directors" (as defined in Rule 16b-3 of the Exchange Act) thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of SPAC Common Stock pursuant to this Agreement and the other agreements contemplated hereby, by any person owning securities of the Company who is expected to become a director or officer (as defined under Rule 16a-1(f) under the Exchange Act) of SPAC following the Closing shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

Section 7.07 Trust Account. Prior to or at the Closing (subject to the satisfaction or waiver of the conditions set forth in Article IX and provision of notice thereof to Trustee (which notice SPAC shall provide to Trustee in accordance with the terms of the Trust Agreement)), SPAC shall make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the Trust Agreement, including causing the documents, opinions and notices required to be delivered to Trustee pursuant to the Trust Agreement to be so delivered, for the following: (a) the redemption of any shares of SPAC Common Stock in connection with the SPAC Stockholder Redemption; (b) the payment of the Target Transaction Expenses, Repaid Indebtedness, and SPAC Transaction Expenses, and the amounts due to the underwriters of SPAC's initial public offering for their deferred underwriting commissions as set forth in the Trust Agreement; and (c) the balance of the assets in the Trust Account, if any, after payment of the amounts required under the foregoing clauses (a) and (b), to be disbursed to SPAC.

Section 7.08 Post-Closing Board of Directors. SPAC shall use reasonable best efforts to ensure that, immediately following the Effective Time:

(a) the board of directors of SPAC shall consist of the individuals set forth in Section 6 of the Investor Rights Agreement (including the designation of each such individual as a Class I, Class II, or Class III director as set forth therein);

(b) the compensation committee, the audit committee and the nominating committee of the SPAC Board immediately after the Effective Time, subject to applicable listing rules of the Stock Exchange and applicable Laws shall be comprised of the designees set forth in the Investor Rights Agreement; and

(c) the initial officers of SPAC shall be as set forth onSection 7.08(c) of the Schedules, who shall serve in such capacity in accordance with the terms of SPAC's Organizational Documents following the Effective Time.

ARTICLE VIII
JOINT COVENANTS

Section 8.01 [Reserved].

Section 8.02 Incentive Equity Plan and Employee Stock Purchase Plan. Prior to the Special Meeting, the board of directors of SPAC shall approve and adopt (a) the equity incentive plan, in substantially the form attached as Exhibit F and with any changes or modifications thereto as the Company and SPAC may mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed by either the Company or SPAC, as applicable) (the "Incentive Plan"), in the manner prescribed under applicable Laws, effective as of immediately prior to the Closing, reserving initially a number of shares of SPAC Class A Common Stock for grant thereunder equal to (x) 19,161,000 shares minus (y) the number of shares issuable upon exercise of Company Options, other than Vested Company Options, as of immediately prior to the Effective Time, as mutually agreed between the Company and SPAC, in good faith, plus such additional shares of SPAC Common Stock as may become available for issuance in accordance with the terms set forth in the Incentive Plan, and (b) an employee stock purchase plan, in substantially the form attached as Exhibit G and with any changes or modifications thereto as the Company and SPAC may mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed by either the Company or SPAC, as applicable) (the "Employee Stock Purchase Plan"), in the manner prescribed under applicable Laws, effective as of immediately prior to the Closing reserving initially 3,194,000 shares of SPAC Class A Common Stock for grant thereunder plus such additional shares of SPAC Class A Common Stock as may become available for issuance in accordance with the terms set forth in the Employee Stock Purchase Plan.

Section 8.03 Support of Transaction.(a) Without limiting any covenant contained in Article VI or Article VII, except as otherwise set forth in Section 8.09 and Section 8.10, each of SPAC, Merger Sub and the Company shall, and the Company shall cause its Subsidiaries to: (a) use commercially reasonable efforts to assemble, prepare and file any information (and, as needed, to supplement such information) as may be reasonably necessary to obtain as promptly as practicable all governmental and regulatory consents required to be obtained in connection with the Transactions, (b) use commercially reasonable efforts to take, or cause to be taken, and to do, or cause to be done, all things reasonably necessary or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including using commercially reasonable efforts to obtain all material consents and approvals of third parties and Governmental Authorities that any of SPAC, the Company, or their respective Affiliates are required to obtain in order to consummate the Transactions; provided that in no event shall SPAC, Merger Sub, the Company or its Subsidiaries be obligated to bear any material expense, pay any material fee or grant any material concession in connection with obtaining any such consents or approvals of third parties (other than any Governmental Authority), and none of SPAC, Merger Sub, the Company or its Subsidiaries shall agree to bear any such material expense or pay any such material fee without obtaining the prior written consent of the other Parties, and (c) take such other action as may reasonably be necessary or as another Party may reasonably request to satisfy the conditions of the other Party set forth in Article IX or otherwise to comply with this Agreement. All fees, costs and expenses incurred by a Party in connection with obtaining the governmental and regulatory consents required to be obtained in connection with the Transactions shall be borne fifty percent (50%) by SPAC and fifty percent (50%) by the Company. The Company shall use commercially reasonable efforts to enter into an employment agreement with Peter Platzer, in reasonable consultation with SPAC, to become effective as of the Closing,

(b) Without limiting the foregoing, SPAC shall take, or cause to be taken, and the Company shall reasonably cooperate at the request of SPAC in taking or causing to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to (i) consummate the transactions contemplated by the Subscription Agreements on the terms and conditions described therein, including maintaining in effect the Subscription Agreements; (ii) satisfy in all material respects on a timely basis all conditions and covenants applicable to them in the Subscription Agreements and otherwise comply with their obligations thereunder; (iii) in the event that all conditions in the Subscription Agreements (other than conditions whose satisfaction is controlled by the Parties or their Affiliates and other than conditions that by their nature are to be satisfied at the Closing) have been satisfied, consummate the transactions contemplated by the Subscription Agreements at the time contemplated hereby; (iv) confer with the Company regarding timing of the Scheduled Closing Date (as defined in the Subscription Agreements); (v) deliver notices to counterparties to the Subscription Agreements at least five (5) Business Days prior to the Closing to cause them to fund their obligations at least three (3) Business Days prior to the date that the Closing is scheduled to occur hereunder; and (vi) enforce its rights under the Subscription Agreements in the event that all conditions in the Subscription Agreements (other than conditions whose satisfaction is controlled by the Parties or any of their Affiliates and other than conditions that by their nature are to be satisfied at the Closing) have been satisfied, to cause the applicable PIPE Investors to pay the applicable portion of the PIPE Investment Amount set forth in the Subscription Agreements in accordance with their terms. If reasonably requested by the Company, SPAC shall, to the extent it has such rights under the Subscription Agreement, waive any breach of any representation, warranty, covenant or agreement of the Subscription Agreement by any PIPE Investor to the extent necessary to cause the satisfaction of the conditions to closing of the PIPE Investment set forth in the Subscription Agreements and solely for the purpose of consummating the Closing. Without limiting the generality of the foregoing, each of SPAC shall give the Company prompt (and, in any event, within one (1) Business Day) written notice: (A) of any request from a PIPE Investor for any amendment to its Subscription Agreement (other than as a result of any assignments or transfers contemplated therein or otherwise permitted thereby); (B) of any 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 breach or default) by any PIPE Investor under its Subscription Agreement, to the extent known by such Party; and (C) of the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any PIPE Investor under its Subscription Agreement or any related agreement. The Parties shall deliver all notices they are required to deliver under the Subscription Agreements on a timely basis in order to cause the PIPE Investors to consummate the PIPE Investment immediately prior to the Effective Time.

(c) SPAC shall not amend, modify or waive any provisions of any Subscription Agreement without the prior written consent of the Company; provided, that any amendment, modification or waiver that is solely ministerial in nature or otherwise immaterial, and, in each case, that does not affect any economic or any other material term, shall not require the prior written consent, so long as SPAC has provided to the Company no less than two (2) Business Days written notice of such amendment, modification or waiver, it being understood, but without limiting the foregoing, that it shall be deemed material if any amendment, modification or waiver (i) reduces the PIPE Investment Amount or (ii) imposes new or additional conditions or otherwise expands, or adversely amends or modifies any of the conditions to the receipt of the PIPE Investment.

Section 8.04 Registration Statement/Proxy Statement; SPAC Special Meeting; Requisite Company Approval.

(a) Registration Statement/Proxy Statement.

(i) As promptly as reasonably practicable following the execution and delivery of this Agreement and receipt of the Audited Financial Statements, SPAC and the Company shall prepare and mutually agree upon (such agreement not to be unreasonably withheld, conditioned or delayed by any of the Parties), and SPAC shall file with the SEC, the Registration Statement/Proxy Statement in connection with the registration under the Securities Act of shares of SPAC Class A Common Stock to be issued in the Merger. Each of SPAC and the Company shall use commercially reasonable efforts to (w) cause the Registration Statement/Proxy Statement to comply in all material respects with the applicable rules and regulations promulgated by the SEC (including, with respect to the Company, the provision of financial statements for the Group Companies for all periods, and in the form, required to be included in the Registration Statement/Proxy Statement under Securities Laws (after giving effect to any waivers received) or in response to any comments from the SEC); (x) promptly notify the other Parties of, reasonably cooperate with each other Party with respect to, and respond promptly to, any comments of the SEC or its staff; (y) have the Registration Statement/Proxy Statement declared effective under the Securities Act as promptly as reasonably practicable after it is filed with the SEC; and (z) keep the Registration Statement/Proxy Statement effective through the Closing in order to permit the consummation of the Transactions. Without limiting the generality of the foregoing, the Company and SPAC shall reasonably cooperate in connection with the preparation for inclusion in the Registration Statement/Proxy Statement of pro forma financial statements that comply with the requirements of Regulation S-X under the rules and regulations of the SEC (as interpreted by the staff of the SEC) to the extent such pro forma financial statements are required for the Registration Statement/Proxy Statement. The Company shall cause the officers and employees of the Group Companies to be reasonably available to SPAC and its counsel in connection with the drafting of the Registration Statement/Proxy Statement and responding in a timely manner to comments on the Registration Statement/Proxy Statement from the SEC. SPAC will cause the Registration Statement/Proxy Statement to be disseminated to the Pre-Closing SPAC Holders in each case promptly after the Registration Statement/Proxy Statement is declared effective under the Securities Act.

(ii) SPAC and Merger Sub, on the one hand, and the Company, on the other hand, shall promptly furnish to the other Parties all information concerning such Party and its Representatives that may be required or reasonably requested in connection with any action contemplated by this Section 8.04(a) or for including in any other statement, filing, notice or application made by or on behalf of SPAC to the SEC or the Stock Exchange in connection with the Transactions and the transactions contemplated by the Transaction Agreements. If any Party becomes aware of any information that should be disclosed in an amendment or supplement to the Registration Statement/Proxy Statement, then (w) such Party shall promptly inform, in the case of SPAC or Merger Sub, the Company, or, in the case of the Company, SPAC thereof; (x) such Party shall reasonably cooperate in the preparation of, and mutually agree upon with, in the case of SPAC or Merger Sub, the Company, or, in the case of the Company, SPAC (such agreement not to be unreasonably withheld, conditioned or delayed by any Party), an amendment or supplement to the Registration Statement/Proxy Statement; (y) SPAC shall file such mutually agreed upon amendment or supplement with the SEC; and (z) the Parties shall reasonably cooperate, if appropriate, in mailing such amendment or supplement to the Pre-Closing SPAC Holders. SPAC shall promptly advise the Company of the time of effectiveness of the Registration Statement/Proxy Statement, the issuance of any stop order relating thereto or the suspension of the qualification of SPAC Common Stock for offering or sale in any jurisdiction, and each of SPAC and the Company shall use commercially reasonable efforts to have any such stop order or suspension lifted, reversed or otherwise terminated.

(iii) Each of the Parties shall use commercially reasonable efforts to ensure that none of the information related to such Party or any of such Party's Representatives, supplied by or on such Party's behalf for inclusion or incorporation by reference in the Registration Statement/Proxy Statement will, at the time the Registration Statement/Proxy Statement is filed with the SEC, at each time at which it is amended, or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(b) SPAC Special Meeting. SPAC shall, prior to or as promptly as practicable following the date on which the Registration Statement/Proxy Statement is declared effective under the Securities Act, establish a record date (which date shall be mutually agreed with the Company) for, duly call, and give notice of, a meeting of SPAC's stockholders for the purpose of obtaining the approval of the SPAC Stockholder Matters (the "Special Meeting"). The Special Meeting shall be held not more than thirty (30) days after the date on which SPAC commences the mailing of the Registration Statement/Proxy Statement to its Pre-Closing SPAC Holders. SPAC shall use commercially reasonable efforts to take all actions necessary (in its discretion or at the request of the Company) to obtain the approval of the SPAC Stockholder Matters at the Special Meeting, including as such Special Meeting may be adjourned or postponed in accordance with this Agreement, including by soliciting proxies as promptly as practicable in accordance with applicable Law for the purpose of seeking the approval of the SPAC Stockholder Matters. SPAC shall, through unanimous approval of the SPAC Board, recommend to its Pre-Closing SPAC Holders each of the SPAC Stockholder Matters (the 'SPAC Board Recommendation"). Except as would reasonably be expected to be a breach of the SPAC Board's fiduciary duties under applicable Law (i) the SPAC Board Recommendation shall be included in the Registration Statement/Proxy Statement, and (ii) the SPAC Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, the SPAC Board Recommendation for any reason (a "SPAC Change in Recommendation"); *provided* that prior to making a SPAC Change in Recommendation, the SPAC Board will comply with the provisions of Section 8.05, as if such provisions applied to the SPAC, *mutatis mutandis*. SPAC agrees that its obligation to establish a record date for, duly call, give notice of, convene and hold the Special Meeting for the purpose of seeking approval of the SPAC Stockholder Matters shall not be affected by any intervening event or circumstance, and SPAC agrees to establish a record date for, duly call, give notice of, convene and hold the Special Meeting and submit for the approval of its Pre-Closing SPAC Holders of the SPAC Stockholder Matters, in each case in accordance with this Agreement, regardless of any intervening event or circumstance. Notwithstanding anything to the contrary contained in this Agreement, SPAC shall be entitled to (and, in the case of the following clauses (B) and (C), at the request of the Company, shall) postpone or adjourn the Special Meeting for a period of no longer than fifteen (15) days: (A) to ensure that any supplement or amendment to the Registration Statement/Proxy Statement that the board of directors of SPAC has determined in good faith is required by applicable Law is disclosed to Pre-Closing SPAC Holders and for such supplement or amendment to be promptly disseminated (within the applicable periods required under applicable Law) to Pre-Closing SPAC

Holders prior to the Special Meeting; (B) if, as of the time for which the Special Meeting is originally scheduled (as set forth in the Registration Statement/Proxy Statement), there are insufficient shares of SPAC Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business to be conducted at the Special Meeting; (C) in order to solicit additional proxies from Pre-Closing SPAC Holders for purposes of obtaining approval of the SPAC Stockholder Matters; or (D) only with the prior written consent of the Company; provided, that, notwithstanding any longer adjournment or postponement period specified at the beginning of this sentence, in the event of any such postponement or adjournment, the Special Meeting shall be reconvened as promptly as practicable following such time as the matters described in such clauses have been resolved.

(c) Requisite Company Approval. The Company shall solicit the Requisite Company Approval via the Company Stockholder Written Consent as promptly as reasonably practicable after the Registration Statement/Proxy Statement is declared effective under the Securities Act. In connection therewith, the Company shall use reasonable best efforts to, as promptly as practicable (A) establish the record date for determining the Company Stockholders entitled to provide such Company Stockholder Written Consent, (B) cause the Company Stockholder Written Consent to be disseminated to the Company Stockholders in compliance with applicable Law, including the DGCL, and (C) solicit execution of the Company Stockholder Written Consent from the Company Stockholders. The Company shall, through the Company Board, recommend to the Company Stockholders that they adopt this Agreement (the "Company Board Recommendation") and shall, subject to Section 8.03, include the Company Board Recommendation in its distribution to the Company Stockholders of the Company Stockholder Written Consent. The Company shall provide SPAC with all executed copies of the Company Stockholder Written Consent it receives reasonably promptly following receipt thereof. If the Company Stockholder Written Consent is executed by the Company Minimum Holders, then promptly following the receipt of such executed Company Stockholder Written Consent, the Company shall prepare and deliver to the Company Stockholders who have not executed the Company Stockholder Written Consent the notice required by Section 228(e) of the DGCL. Unless this Agreement has been terminated in accordance with its terms, the Company's obligation to solicit the Requisite Company Approval in accordance with this Section 8.04(c) shall not be limited or otherwise affected by any development, including the making, commencement, disclosure, announcement or submission of any Company Acquisition Proposal or by any Company Change in Recommendation.

Section 8.05 No Solicitation by the Company; Change in Recommendation.

(a) During the Interim Period, the Company shall not, shall cause its Subsidiaries not to and shall use its reasonable best efforts to cause its other Affiliates and the respective Representatives of the Company and its Affiliates not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any Company Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any Person relating to any proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any Company Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Company Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any Company Acquisition Proposal or (v) resolve or agree to do any of the foregoing. The Company agrees that immediately following the execution of this Agreement it shall, and shall cause each of its Subsidiaries and shall use its reasonable best efforts to cause its other Affiliates and the respective Representatives of the Company and its Affiliates to, cease any solicitations, discussions or negotiations with any Person (other than SPAC, Merger Sub and their respective Representatives) conducted heretofore in connection with a Company Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, a Company Acquisition Proposal. The Company also agrees that within three (3) Business Days of the execution of this Agreement, the Company shall request each Person (other than SPAC, Merger Sub and their respective Representatives) that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of acquiring the Company (and with whom the Company has had contact in the twelve (12) months prior to the date of this Agreement regarding the acquisition of the Company) to return or destroy all confidential information furnished to such Person by or on behalf of the Company or any of its Subsidiaries prior to the date hereof and terminate access to any physical or electronic data room maintained by or on behalf of the Company or any of its Subsidiaries. The Company shall promptly (and in any event within two (2) Business Days) notify, in writing, SPAC of the receipt of any inquiry, proposal, offer or request for information received after the date hereof that constitutes, or could reasonably be expected to result in or lead to, any Company Acquisition Proposal, which notice shall include a summary of the material terms of, and the identity of the Person or group of Persons making, such inquiry, proposal, offer or request for information and an unredacted copy of any Company Acquisition Proposal or inquiry, proposal or offer made in writing or, if not in writing, a written description of the material terms and conditions of such inquiry, proposal or offer (and shall include any other documents evidencing or specifying the terms of such proposal, offer, inquiry or request). Without limiting the foregoing, it is understood that any violation of the restrictions contained in this Section 8.05(a) by any of the Company's Subsidiaries, or any of the Company's or its Subsidiaries' respective Representatives acting on the Company's or one of its Subsidiaries' behalf, shall be deemed to be a breach of this Section 8.05(a) by the Company.

(b) Notwithstanding the foregoing, at any time prior to the receipt of the Requisite Company Approval, the Group Companies may, either directly or through their Representatives, participate in negotiations and discussions with, and furnish non-public information regarding the Group Companies to, any Person and its Representatives, in response to a bona fide written Company Acquisition Proposal made after the date hereof by such Person, if (A) such Company Acquisition Proposal was not the result of the Company's material breach of Section 8.05(a), (B) the Company Board concludes in good faith, after consultation with its outside financial advisor and legal counsel, that such Company Acquisition Proposal could reasonably be expected to constitute a Superior Proposal; and (C) the Company enters into an Acceptable Confidentiality Agreement with the Person proposing such Company Acquisition Proposal, (D) prior to engaging in such negotiations and discussions or furnishing such information, the Company provides SPAC a written notice of its intention to engage in such discussions or negotiations or furnish such information and (E) substantially contemporaneously with furnishing any non-public information regarding the Group Companies to such Person, the Company furnishes such non-public information to SPAC or its Representatives (to the extent such information has not been previously furnished to SPAC or its Representatives).

(c) Except as provided in this Section 8.05, the Company Board shall not (and no committee or subgroup thereof shall) (i) change, withdraw, withhold, qualify, amend or modify, or publicly propose to change, withdraw, withhold, qualify, amend or modify, in a manner adverse to SPAC, the Company Board Recommendation, or (ii) adopt, approve, recommend or declare advisable to the Company's stockholders, or publicly propose to adopt, approve, recommend or declare advisable, any Company Acquisition Proposal (any action described in clause (i) or (ii) a "Company Change in Recommendation").

(d) Notwithstanding the foregoing, at any time prior to the receipt of the Requisite Company Approval, the Company Board may make a Company Change in Recommendation with respect to a bona fide written Company Acquisition Proposal if (A) such Company Acquisition Proposal was not the result of the Company's material breach of Section 8.05(a), (B) the Company Board concludes in good faith, after consultation with its outside financial advisor and legal counsel, that (i) such Company Acquisition

Proposal constitutes a Superior Proposal and (ii) the failure to make the Company Change in Recommendation would reasonably be expected to be a breach of the Company Board's fiduciary duties under applicable Law; *provided*, *however*, that prior to making the Company Change in Recommendation, (A) the Company shall have delivered a notice to SPAC at least five (5) Business Days prior to making the Company Change in Recommendation (the "Company Notice Period") of the Company Board's intention to take such action, which notice shall include a copy of the most current version of the proposed acquisition agreement relating to such Company Acquisition Proposal (it being agreed that such notice shall not constitute a Company Change in Recommendation); (B) during the Company Notice Period, the Company shall have given SPAC the opportunity, if requested by SPAC, to propose revisions to the terms of this Agreement and the Company shall have made its Representatives reasonably available to negotiate in good faith any such proposal made by SPAC (it being agreed that if prior to the end of the Company Notice Period there is any material revision to the terms of such Superior Proposal, including, any revision in price, then the Company will provide a new notice to SPAC containing the information described in clause (A) of this proviso except that the "Company Notice Period" in respect of such new notice will be three (3) Business Days); and (C) after considering the results of any revisions to this Agreement proposed by SPAC during the Company Notice Period, the Company Board shall have concluded in good faith, after consultation with its outside financial advisor and legal counsel, that such Company Acquisition Proposal continues to constitute a Superior Proposal and that the failure to make the Company Change in Recommendation would reasonably be expected to be a breach of the Company Board's fiduciary duties under applicable Law.

Section 8.06 No Solicitation by SPAC. During the Interim Period, SPAC and Merger Sub shall not, and shall use their reasonable best efforts to cause their Affiliates and the respective Representatives of SPAC and its Affiliates not to, directly or indirectly, (i) initiate, solicit or knowingly encourage or knowingly facilitate any inquiries or requests for information with respect to, or the making of, any inquiry regarding, or any proposal or offer that constitutes, or could reasonably be expected to result in or lead to, any SPAC Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential information or data to, any Person relating to any proposal, offer, inquiry or request for information that constitutes, or could reasonably be expected to result in or lead to, any SPAC Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any SPAC Acquisition Proposal, (iv) execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, confidentiality agreement merger agreement, acquisition agreement, exchange agreement, joint venture agreement, partnership agreement, option agreement or other similar agreement for or relating to any SPAC Acquisition Proposal or (v) resolve or agree to do any of the foregoing. SPAC agrees that immediately following the execution of this Agreement it shall, and shall cause each of its Affiliates and the respective Representatives of SPAC and its Affiliates to, cease any solicitations, discussions or negotiations with any Person (other than the Group Companies and their respective Representatives) conducted heretofore in connection with a SPAC Acquisition Proposal or any inquiry or request for information that could reasonably be expected to lead to, or result in, a SPAC Acquisition Proposal. SPAC shall promptly (and in any event within two (2) Business Days) notify, in writing, the Company of the receipt of any inquiry, proposal, offer or request for information received after the date hereof that constitutes, or could reasonably be expected to result in or lead to, any SPAC Acquisition Proposal, which notice shall include a summary of the material terms of, and the identity of the Person or group of Persons making, such inquiry, proposal, offer or request for information and an unredacted copy of any SPAC Acquisition Proposal or inquiry, proposal or offer made in writing or, if not in writing, a written description of the material terms and conditions of such inquiry, proposal or offer (and shall include any other documents evidencing or specifying the terms of such proposal, offer, inquiry or request). Without limiting the foregoing, it is understood that any violation of the restrictions contained in this Section 8.06 by any of SPAC's Representatives acting on SPAC's behalf, shall be deemed to be a breach of thisSection 8.06 by SPAC.

Section 8.07 Tax Matters.

(a) Notwithstanding anything to the contrary contained herein, each Party shall pay fifty percent (50%) of all transfer, documentary, sales, use, stamp, registration, value added or other similar Taxes incurred in connection with the Transactions. The Party required by applicable Law shall, at its own expense, file all necessary Tax Returns with respect to all such Taxes, and, if required by applicable Law, or the other Parties will join in the execution of any such Tax Returns.

(b) The Parties will prepare and file all Tax Returns consistent with the Intended Tax Treatment and will not take any inconsistent position on any Tax Return or during the course of any audit, litigation or other proceeding with respect to Taxes, except as otherwise required by a determination within the meaning of Section 1313(a) of the Code. Each of the Parties agrees to promptly notify all other Parties of any challenge to the Intended Tax Treatment by any Governmental Authority. Notwithstanding anything to the contrary herein, if, after the date hereof the Company, in its sole discretion, determines that the Merger is not reasonably expected to qualify for the Intended Tax Treatment, the Parties shall use commercially reasonable efforts to restructure the transactions contemplated hereby (such restructured transactions, the "Alternative Transaction Structure") in a manner that is reasonably expected to cause the Alternative Transaction Structure to so qualify, including by adding a second merger to take place immediately after the Merger whereby the surviving company in the Merger would merge with and into a new limited liability company that is a wholly-owned Subsidiary of SPAC ("Newco"), with Newco being the surviving company in such merger.

(c) No Party shall (and no Party shall permit or cause its respective Affiliates to) take or cause to be taken any action, or fail to take or cause to be taken any action, which action or failure to act would reasonably be expected to prevent or impede the Merger, or, if applicable, the Alternative Transaction Structure, taken together with the PIPE Investment, from so qualifying for the Intended Tax Treatment.

(d) Each Party shall (and shall cause its respective Affiliates to) use commercially reasonable efforts to cooperate fully, as and to the extent reasonably requested by another Party (and at such Party's expense), in connection with the filing of relevant Tax Returns and any audit or Tax proceeding.

Section 8.08 Confidentiality; Publicity.

(a) SPAC acknowledges that the information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement shall survive the Closing in accordance with its terms.

(b) None of SPAC, the Company or any of their respective Affiliates shall make any public announcement or issue any public communication regarding this Agreement or the transactions contemplated hereby, or any matter related to the foregoing, without first obtaining the prior consent of the Company or SPAC, as applicable (which consent shall not be unreasonably withheld, conditioned or delayed), except if such announcement or other communication is required by applicable Law or legal process (including pursuant to the Securities Laws or the rules of any national securities exchange), in which case SPAC or the Company, as applicable, shall use commercially reasonable efforts to obtain such consent with respect to such announcement or communication from the other Party prior to announcement or issuance; provided, however, that each Party and its Affiliates may make announcements regarding the status and terms (including price terms) of this Agreement and the transactions contemplated hereby to their respective directors, officers, employees or in the case of the Company, its securityholders, or in connection with soliciting the notices, approvals, waivers or consents of securityholders contemplated by this Agreement (including the Company Stockholder Written Consent) or otherwise in the ordinary course of their respective businesses, in each case, without the consent of any other Party; provided, further, that, nothing in this Section 8.08(b) shall modify or affect SPAC's obligations pursuant to Section 8.04.

Section 8.09 Antitrust Matters.

(a) Each Party agrees to (i) within five (5) Business Days of the date hereof make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, (ii) supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act by the United States Federal Trade Commission or the United States Department of Justice, and (iii) use its reasonable best efforts to take or cause to be taken all other actions necessary, proper or advisable consistent with this Section 8.09 to cause the expiration or termination of the applicable waiting periods, or receipt of required authorizations, as applicable, under the HSR Act as soon as practicable. In reasonable consultation with the Company, SPAC will be entitled to direct the antitrust defense of the Transactions and any related negotiations with any Governmental Authority or other third party relating to the Transactions or regulatory filings under applicable competition Law, subject to the provisions of this Section 8.09. The Company shall, and shall cause its Subsidiaries to, use reasonable best efforts to provide full and effective support of SPAC in all material respects in all such negotiations and other discussions or actions to the extent requested. No Party will make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Authority with respect to any proposed settlement, consent decree, commitment or remedy, or, in the event of litigation, discovery, admissibility of evidence, timing or scheduling, except as specifically agreed between SPAC and the Company. SPAC and the Company will each be responsible for one-half of all filing fees in connection with any filings made under the HSR Act pursuant to this Section 8.09. No Party will commit to or agree with any Governmental Authority to stay, toll or extend any applicable waiting period under the HSR Act or applicable competition Law, without the prior written consent of the other Parties. If any request for additional information and documents, including a "second request" under the HSR Act, is received from any Governmental Authority then the Parties shall use commercially reasonable efforts to substantially comply with any such request at the earliest practicable date.

(b) Without limiting the generality of the Parties' undertakings pursuant to Section 8.09(a), but subject to Section 8.09(d), each of the Parties will use reasonable best efforts to (i) promptly respond to any inquiries by any Governmental Authority regarding antitrust or other competition matters with respect to the transactions contemplated by this Agreement and the Transaction Agreements and (ii) avoid the imposition of any Governmental Order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement and the Transaction Agreements.

(c) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between a Party and any Governmental Authority in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential or privileged information) will be disclosed to the other Parties hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party will give notice to the other Parties with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority in connection with the Transaction, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (to the extent such attendance or participation is permitted by the Governmental Authority).

(d) Notwithstanding the foregoing or any other provision of this Agreement, nothing contained in this Agreement shall require or obligate either SPAC, the Company or any of their respective Affiliates to, and neither the Company nor any of its Subsidiaries or Affiliates shall, without the prior written consent of SPAC: (i) in the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the transactions contemplated by this Agreement and the Transaction Agreements, agree to defend any such action or actions; (ii) commence any Action with any Governmental Authority or third party; (iii) agree or otherwise become subject to any restrictions, conditions, limitations or other understanding on or with respect to the operation of the business of SPAC, any of its Affiliates, or the Company or any of its Subsidiaries; (iv) agree or otherwise be required to, either before or after the Closing, sell or otherwise dispose of, hold separate (through the establishment of a trust or otherwise), discontinue, or divest itself of any business, assets, interests, or operations of SPAC, any of its Affiliates, or the Company or any of its Subsidiaries; (v) agree to any material modification or waiver of the terms and conditions of this Agreement; or (vi) pay or commit to pay any material amount of cash or other consideration, or incur or commit to incur any material liability or other obligation, in connection with obtaining any authorization, consent, Governmental Order, registration or approval.

Section 8.10 Other Regulatory Approvals. The Parties shall exercise their respective reasonable best efforts to obtain any necessary consents, authorizations or approvals under the Communications Act and other applicable Laws related to the Communications Authorizations (collectively, "Regulatory Authorizations"). The Parties shall as promptly as practicable make, and cause their respective Affiliates to make, any filing or notice required to be made under the Communications Act and other applicable Laws related to the Communications Authorizations. The Parties shall use reasonable best efforts to furnish as promptly as reasonably practicable all information required for any application or other filing to be made pursuant to the Communications Act and other applicable Laws related to the Communications Authorizations. Each Party shall promptly notify the other of any substantive communication with, and furnish to the other Party, copies of any notices or written communications received from any third party or any Governmental Authority with respect to the Transactions, and shall permit each other an opportunity to review in advance, and shall consider in good faith the other Party's views in connection with, any proposed substantive written communications by either Party to any Governmental Authority concerning the Transactions. Each Party agrees to provide to the other and its respective counsel, to the extent permitted by the applicable Governmental Authority, the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between a Party and/or any of their Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the Transactions. Any materials exchanged in connection with this Section 8.10 may be redacted or withheld as necessary to address reasonable privilege or confidentiality concerns of legal counsel of the Parties; provided, however, that a Party may, as it deems advisable and necessary, designate any materials provided to the other Party under this Section 8.10 as "outside counsel only." Notwithstanding anything in this Agreement to the contrary, nothing in this Section 8.10 or any other provision of this Agreement shall require or obligate SPAC, the Company or any of its Subsidiaries, or any of their respective Affiliates to agree or otherwise be required to, take any action or accept any condition or restriction in order to obtain any Regulatory Authorization.

Section 8.11 Transaction Litigation. From and after the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, SPAC, on the one hand, and the Company, on the other hand, shall each notify the other in writing promptly after learning of any shareholder demands or other shareholder Actions (including derivative claims) relating to this Agreement, any Transaction Agreement or any matters relating thereto (collectively, the "Transaction Litigation") commenced against, in the case of SPAC, any of SPAC or any of its respective Representatives (in their capacity as a Representative of SPAC) or, in the case of the Company, any Group Company or any of their respective Representatives (in their capacity as a Representative of a Group Company). SPAC and the

Company shall each (i) keep the other reasonably informed regarding any Transaction Litigation, (ii) give the other the opportunity to, at its own cost and expense, participate in the defense, settlement and compromise of any such Transaction Litigation and reasonably cooperate with the other in connection with the defense, settlement and compromise of any such Transaction Litigation, (iii) consider in good faith the other's advice with respect to any such Transaction Litigation and (iv) reasonably cooperate with each other; provided, however, that in no event shall (x) SPAC or any of its respective Representatives settle or compromise any Transaction Litigation without the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), or (y) any Group Company or any of their respective Representatives settle or compromise any Transaction Litigation without the prior written consent of SPAC (not to be unreasonably withheld, conditioned or delayed).

Section 8.12 Post-Closing Cooperation; Further Assurances. Following the Closing, each Party shall, on the request of any other Party, execute such further documents, and perform such further acts, as may be reasonably necessary or appropriate to give full effect to the allocation of rights, benefits, obligations and liabilities contemplated by this Agreement and the transactions contemplated hereby.

ARTICLE IX
CONDITIONS TO OBLIGATIONS

Section 9.01 Conditions to Obligations of All Parties. The obligations of the Parties to consummate, or cause to be consummated, the Transactions are subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in writing by all of such Parties:

(a) No Prohibition. There shall not be in force any Governmental Order, statute, rule or regulation enjoining or prohibiting the consummation of the Transactions.

(b) Net Tangible Assets. SPAC shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule3a51-1(g)(1) of the Exchange Act) immediately after the Closing.

(c) SPAC Stockholder Approval. Approval of the Required SPAC Stockholder Matters shall have been duly obtained in accordance with the DGCL, the SPAC Organizational Documents and the rules and regulations of the Stock Exchange (the "SPAC Stockholder Approval").

(d) Requisite Company Approval. The Requisite Company Approval shall have been obtained.

(e) Registration Statement/Proxy Statement Effective. The Registration Statement/Proxy Statement shall have become effective in accordance with the provisions of the Securities Act, no stop order shall have been issued by the SEC and shall remain in effect with respect to the Registration Statement/Proxy Statement, and no Action seeking such a stop order shall have been threatened or initiated by the SEC and shall remain pending.

(f) Antitrust Approval. All required filings under the HSR Act shall have been completed, any waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated, and any pre-Closing approvals or clearances reasonably required thereunder shall have been obtained.

(g) Listing of SPAC Shares. The shares of SPAC Class A Common Stock to be issued in connection with the Merger shall have been approved for listing on the Stock Exchange, subject only to official notice of issuance thereof and the requirement to have a sufficient number of round lot holders, and, immediately following the Effective Time, SPAC shall, after giving effect to the SPAC Stockholder Redemption, satisfy any applicable initial and continuing listing requirements of the Stock Exchange, and SPAC shall not have received any notice of non-compliance therewith that has not been cured prior to, or would not be cured at or immediately following, the Effective Time.

(h) Regulatory Authorizations. All necessary consents, authorizations or approvals related to the Communications Authorizations, under the Communications Act, and other applicable Laws related to the Communications Authorizations, that are required under such applicable Laws to be obtained prior to the Closing shall have been obtained or deemed by the Parties to have been obtained.

(i) Conversion of Company Notes. The Company shall have received the written consent of at least a majority of the outstanding principal amount of the 2019 Notes (including the holder of Company Notes set forth on Schedule 9.01(i)) to convert the 2019 Notes into shares of Company Capital Stock as of immediately prior to the Effective Time.

Section 9.02 Additional Conditions to Obligations of SPAC and Merger Sub. The obligations of SPAC and Merger Sub to consummate, or cause to be consummated, the Transactions are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by SPAC:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Company contained in Section 4.01 (*Corporate Organization of the Company*), Section 4.02 (*Subsidiaries*), Section 4.03 (*Due Authorization*), Section 4.06(a) (*Current Capitalization*), Section 4.07 (*Capitalization of Subsidiaries*) and Section 4.22 (*Brokers' Fees*) (collectively, the "Company Specified Representations") shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all material respects as of the Closing Date as though then made (except to the extent any such Company Specified Representation expressly relates to an earlier date, and in such case, such Company Specified Representation shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all material respects as of such earlier date).

(ii) Each of the representations and warranties of the Company contained in this Agreement (other than the Company Specified Representations) shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all respects as of the Closing Date as though then made; provided that any such representations and warranties that expressly relate to an earlier date shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all respects as of such earlier date, in each case, except where the failure of such representations and warranties to be true and correct, taken as a whole, does not cause a Material Adverse Effect.

(b) Agreements and Covenants. The covenants and agreements of the Company contained in this Agreement to be performed at or prior to the Closing shall have been performed in all material respects.

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

(d) Officer's Certificate. The Company shall have delivered to SPAC a certificate signed by an authorized officer of the Company, dated as of the Closing Date, certifying that the conditions specified in Section 9.02(a), Section 9.02(b), and Section 9.02(c) have been satisfied as of the Closing Date.

(e) Investor Rights Agreement. (i) The Investor Rights Agreement shall be in full force and effect and (ii) no party thereto (other than SPAC, Sponsor, or their Affiliates) shall be in breach thereof or shall have failed to perform thereunder, in each such case which failure to be in full force or effect or breach thereof materiality and adversely effects the rights of SPAC, Sponsor, and their Affiliates contained therein.

Section 9.03 Additional Conditions to the Obligations of the Company. The obligation of the Company to consummate or cause to be consummated the Transactions is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Representations and Warranties.

(i) Each of the representations and warranties of SPAC contained in this Agreement (other than the representations and warranties of SPAC contained in Section 5.01 (*Corporate Organization*), Section 5.02 (*Due Authorization*), Section 5.07 (*Brokers' Fees*), Section 5.12 (*Capitalization*) (collectively, the "SPAC Specified Representations")), shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all respects as of the Closing Date as though then made (except to the extent any such representations and warranties expressly relate to an earlier date, and in such case, such representations and warranties shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "Material Adverse Effect" or any similar limitation) in all respects as of such earlier date), in each case, except where the failure of such representations and warranties to be true and correct, taken as a whole, would not reasonably be expected to have a material adverse effect on SPAC's ability to consummate the transactions contemplated by this Agreement.

(ii) The SPAC Specified Representations shall be true and correct in all material respects as of the Closing Date as though then made (except to the extent any such SPAC Specified Representation expressly relates to an earlier date, and in such case, such SPAC Specified Representation shall be true and correct (without giving any effect to any limitation as to "materiality," "in all material respects" or "material adverse effect" or any similar limitation) in all material respects as of such earlier date).

(b) Agreements and Covenants. The covenants and agreements of SPAC and Merger Sub contained in this Agreement to be performed at or prior to the Closing shall have been performed in all material respects.

(c) Available Closing SPAC Cash. The Available Closing SPAC Cash shall not be less than $225,000,000.

(d) Officer's Certificate. SPAC shall have delivered to the Company a certificate, signed by an officer of SPAC, dated as of the Closing Date, certifying that the conditions specified in Section 9.01(b), Section 9.03(a), Section 9.03(b) and Section 9.03(c) have been fulfilled.

(e) Waiver Agreement. The Waiver Agreement shall be in full force and effect and no Sponsor shall be in breach thereof or shall have failed to perform thereunder.

(f) Resignations. All of the members of the board of directors of SPAC (other than Jack Pearlstein) shall have executed and delivered to the Company written resignations effective as of the Effective Time and as of immediately following the Effective Time, the SPAC Board shall consist of the number of directors, and be comprised of the individuals, determined pursuant to Section 7.08.

(g) Investor Rights Agreement. The Investor Rights Agreement shall be in full force and effect and neither SPAC nor any Sponsor shall be in breach thereof or shall have failed to perform thereunder.

Section 9.04 Frustration of Conditions. Neither SPAC nor Merger Sub may rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was proximately caused by SPAC's or Merger Sub's breach of its obligations under this Agreement, including a breach of Section 8.03. The Company may not rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was proximately caused by the Company's breach of its obligations under this Agreement, including a breach of Section 8.03.

ARTICLE X
TERMINATION/EFFECTIVENESS

Section 10.01 Termination. This Agreement may be terminated and the Transactions abandoned:

(a) by written consent of the Company and SPAC;

(b) by written notice to the Company from SPAC if there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.02(a) or Section 9.02(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company through the exercise of commercially reasonable efforts, then, for a period of up to 30 days (or any shorter period of the time that remains between the date SPAC provides written notice of such violation or breach and the Termination Date or the Extended Termination Date, as applicable) after receipt by the Company of notice from SPAC of such breach, but only as long as the Company continues to use commercially reasonable efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period;

(c) by written notice to SPAC from the Company if there is any breach of any representation, warranty, covenant or agreement on the part of SPAC or Merger Sub set forth in this Agreement, such that the conditions specified in Section 9.03(a) or Section 9.03(b) would not be satisfied at the Closing (a "Terminating SPAC Breach"), except that, if any such Terminating SPAC Breach is curable by SPAC or Merger Sub, as applicable, through the exercise of commercially reasonable efforts, then, for a period of up to 30 days (or any shorter period of the time that remains between the date the Company provides written notice of such violation or breach and the Termination Date or the Extended Termination Date, as applicable) after receipt by SPAC of notice from the Company of such breach, but only as long as SPAC or Merger Sub, as applicable, continues to exercise such commercially reasonable efforts to cure such Terminating SPAC Breach (the "SPAC Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating SPAC Breach is not cured within the SPAC Cure Period;

(d) by written notice from either the Company or SPAC to the other if the Closing has not occurred on or before October 25, 2021 (the "Termination Date"); provided, that if all other conditions to Closing set forth in Article IX, other than the conditions to Closing set forth in Section 9.01(c) and/or Section 9.01(h) are satisfied (other than those conditions which, by their terms, are incapable of being satisfied before the Closing), then the Termination Date will be extended without any further action by any Party until March 1, 2022 (the "Extended Termination Date"); provided further, that if prior to the Termination Date or Extended Termination Date, as applicable, the Special Meeting is adjourned or postponed and all conditions to Closing set forth in Article IX, other than the conditions to Closing set forth in Section 9.01(c) are satisfied (other than those conditions which, by their terms, are incapable of being satisfied before the Closing), the Termination Date or Extended Termination Date, as applicable, shall be the earlier of (i) the date that is thirty (30) days following the date on which the Special Meeting has been held (including any adjournment or postponement thereof) and has concluded, and (ii) March 1, 2022; provided further that the right to terminate this Agreement pursuant to this Section 10.01(d) shall not be available to a Party if such Party's (or, with respect to SPAC, Merger Sub's) material breach of this Agreement has been the primary cause of the failure of the Closing to occur on or before such date;

(e) by written notice from either the Company or SPAC to the other if the consummation of the Merger is permanently enjoined or prohibited by the terms of a final, non-appealable Governmental Order;

(f) by written notice from either the Company or SPAC to the other if the approval of SPAC Stockholder Matters by the Pre-Closing SPAC Holders is not obtained at the Special Meeting (subject to any adjournment, postponement or recess of the meeting); provided, that, the right to terminate this Agreement under this Section 10.01(f) shall not be available to SPAC if, at the time of such termination, SPAC is in breach of Section 8.04; or

(g) by written notice from SPAC if the Requisite Company Approval shall not have been obtained and delivered to SPAC on or prior to the thirtieth (30th) calendar day following the date that the Registration Statement/Proxy Statement becomes effective; provided, however, that the termination rights under this Section 10.01(g) shall expire and SPAC shall not be entitled to terminate this Agreement pursuant to this Section 10.01(g) if the Requisite Company Approval has been obtained and delivered to SPAC prior to the time that this Agreement is terminated pursuant to this Section 10.01(g).

(h) by written notice from the Company to SPAC if, at any time prior to obtaining the Requisite Company Approval, the Company has entered into, or is concurrently with such termination entering into a definitive agreement to effect a Superior Proposal; provided that the entry into such definitive agreement shall not have resulted from a material breach of Section 8.05;

(i) by written notice from SPAC to the Company, at any time prior to obtaining the Requisite Company Approval, if the Company Board shall have entered into a definitive agreement to effect a Superior Proposal; *provided,* that SPAC's right to terminate this Agreement shall expire at the end of the tenth (10th) Business Day following the date on which SPAC first had the right to terminate this Agreement pursuant to this Section 10.01(i);

(j) by written notice from SPAC to the Company, at any time prior to obtaining the Requisite Company Approval, if the Company Board shall have (i) made a Company Change in Recommendation or (ii) failed to include the Company Board Recommendation in its distribution to the Company Stockholders of the Company Stockholder Written Consent; *provided,* that with respect to any of the events described in clauses (i) or (ii), SPAC's right to terminate this Agreement shall expire at the end of the tenth (10th) Business Day following the date on which SPAC first had the right to terminate this Agreement pursuant to such event described clauses (i) or (ii); or

(k) by written notice from the Company to SPAC, at any time prior to obtaining the SPAC Stockholder Approval, if the SPAC Board shall have (i) made a SPAC Change in Recommendation, or (ii) failed to include the SPAC Board Recommendation in the Registration Statement / Proxy Statement; *provided,* that with respect to any of the events described in clauses (i) or (ii), the Company's right to terminate this Agreement shall expire at the end of the tenth (10th) Business Day following the date on which the Company first had the right to terminate this Agreement pursuant to such event described clauses (i) or (ii).

Section 10.02 Effect of Termination. Except as otherwise set forth in this Section 10.02 or Section 11.13, in the event of the termination of this Agreement pursuant to Section 10.01, this Agreement shall forthwith become void and have no effect, without any liability on the part of any Party or its respective Affiliates, officers, directors, employees or stockholders, other than liability of a Party for Fraud by such Party in connection with the Transactions. The provisions of Section 6.03 (*No Claim Against the Trust Account*), Section 8.08 (*Confidentiality; Publicity*), this Section 10.02 (*Effect of Termination*) and Article XI (collectively, the "Surviving Provisions"), the Confidentiality Agreement and any other Section or Article of this Agreement referenced in the Surviving Provisions which are required to survive in order to give appropriate effect to the Surviving Provisions, shall in each case survive any termination of this Agreement.

Section 10.03 Expense Reimbursement. If this Agreement is terminated by SPAC or the Company, as applicable, pursuant to Section 10.01(g), Section 10.01(h), Section 10.01(i) or Section 10.01(j), the Company shall pay to SPAC within two (2) Business Days after such termination, an amount equal to $5,000,000 (the "Expense Reimbursement"). If the Company fails to pay when due any amount payable by the Company under this Section 10.03 then (i) the Company shall reimburse SPAC for reasonable costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection with the collection of such overdue amount and the enforcement by SPAC of its rights under this Section 10.03, and (ii) the Company shall pay to SPAC interest on such overdue amount (for the period commencing as of the date such overdue amount was originally required to be paid and ending on the date such overdue amount is actually paid to SPAC in full) at a rate per annum equal to the "prime rate" (as announced by Bank of America or any successor thereto) in effect on the date such overdue amount was originally required to be paid. The Parties acknowledge and agree that the Expense Reimbursement is not a penalty but shall be liquidated damages, that the Company shall not be required to pay the Expense Reimbursement more than once, and in no event shall the Company be obligated to pay both the Expense Reimbursement and any other damages.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Waiver. Any Party may, at any time prior to the Closing, by action taken by its board of directors or equivalent governing body, or officers thereunto duly authorized, waive in writing any rights or conditions in its favor under this Agreement or agree to an amendment or modification to this Agreement in the manner contemplated by Section 11.10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement; provided that no Party may waive any rights or conditions set forth in Section 2.09 without the prior written consent of any affected Founder.

Section 11.02 Notices. All notices and other communications among the Parties and the Founders shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

(a) If to SPAC or Merger Sub:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191
Attn: Jack Pearlstein
Email: jack@navsight.com

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

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

(b) If to the Company, the Surviving Company or the Founders:

Spire Global, Inc,
251 Rhode Island St.
Suite 204
San Francisco, CA 94103
Attn: Legal Department
Email: legal@spire.com

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

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Andrew Hill
E-mail: ahill@wsgr.com

with a copy (which shall not constitute notice) to:
Wilson Sonsini Goodrich & Rosati, P.C.
One Market Plaza, Spear Tower, Suite 3300
San Francisco, CA 94105
Attention: Ethan Lutske
E-mail: elutske@wsgr.com

or to such other address or addresses as the Parties may from time to time designate in writing. Without limiting the foregoing, any Party may give any notice or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended.

Section 11.03 Assignment. No Party or Founder shall assign this Agreement or any part hereof without the prior written consent of the Parties; *provided* that if any such assignment materially and adversely affects the Founders in a disproportionate manner to the other holders of Company Capital Stock, then this Agreement or any part hereof may not be assigned without the prior written consent of each Party and the Founders holding at least a majority of the Company Capital Stock held by all Founders as of immediately prior to the Effective Time (a "Founder Majority in Interest"). Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, the Founders and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 11.03 shall be null and void, *ab initio.*

Section 11.04 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, the Founders any right or remedies under or by reason of this Agreement; provided, however, that, notwithstanding the foregoing, (a) in the event the Closing occurs, the present and former officers and directors of SPAC, the Company and their respective Subsidiaries (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 6.04 and (b) the past, present and future directors, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the Parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.14 and Section 11.15.

Section 11.05 Expenses. Except as otherwise provided herein, each Party and Founder shall bear its own expenses incurred in connection with this Agreement and the Transactions, regardless of whether the Transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

Section 11.06 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, 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.

Section 11.07 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.08 Schedules and Exhibits. The Schedules and Exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Certain information set forth in the Schedules is included solely for informational purposes.

Section 11.09 Entire Agreement. This Agreement (together with the Schedules and Exhibits to this Agreement), the other Transaction Agreements and that certain Confidentiality Agreement, dated as of November 4, 2020, by and between the Company and SPAC (as amended, modified or supplemented from time to time, the "Confidentiality Agreement"), constitute the entire agreement among the Parties and the Founders relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties, the Founders or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth or referenced in this Agreement, the Transaction Agreements and the Confidentiality Agreement.

Section 11.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the Parties in the same manner as this Agreement and which makes reference to this Agreement; *provided* that if any such amendment or modification materially and adversely affects the Founders in a disproportionate manner to the other holders of Company Capital Stock, then this Agreement may only be amended or modified by a duly authorized agreement in writing executed by each of the Parties and the Founders holding at least Founder Majority in Interest. The approval of this Agreement by the stockholders of any Party shall not restrict the ability of the board of directors (or other body performing similar functions) of such Party to terminate this Agreement in accordance with Section 10.01 or to cause such Party to enter into an amendment to this Agreement pursuant to this Section 11.10.

Section 11.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 11.12 Jurisdiction; WAIVER OF TRIAL BY JURY. Each of the Parties and Founders hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby, and each of the Parties and Founders hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court. Each of the Parties and Founders agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party and Founder irrevocably consents to service of process in the manner provided for notices in Section 11.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTION AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12.

Section 11.13 Enforcement. The Parties and Founders agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties and Founders do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) or any Transaction Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties and Founders acknowledge and agree that (a) the Parties (or the Founders, solely with respect to Section 2.09) shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof and thereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 10.01, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties or Founders would have entered into this Agreement. Each Party and Founder agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties or Founders an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties and Founders acknowledge and agree that any Party or Founder seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.13 shall not be required to provide any bond or other security in connection with any such injunction.

Section 11.14 Non-Recourse. Subject in all respects to the last sentence of this Section 11.14, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as Parties or Founders and then only with respect to the specific obligations set forth herein with respect to such Party or Founder. Except to the extent a Party or Founder (and then only to the extent of the specific obligations undertaken by such Party or Founder in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Party or Founder and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, the Founders, SPAC, or Merger Sub under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing in this Section 11.14 shall limit, amend or waive any rights or obligations of any party to any Transaction Agreement.

Section 11.15 Nonsurvival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements or other provisions, shall survive the Closing, and all of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements or other provisions, shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), in each case, except for (a) those covenants and agreements contained herein and in the Transaction Agreements that by their nature or express terms apply in whole or in part at or after the Closing and then only with respect to any breaches occurring at or after the Closing and (b) this Article XI.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Business Combination Agreement to be duly executed as of the date hereof.

NAVSIGHT HOLDINGS, INC.

By: ______________________________

Name: Jack Pearlstein

Title: Chief Financial Officer

NAVSIGHT MERGER SUB INC.

By: ______________________________

Name: Jack Pearlstein

Title: Chief Financial Officer

Signature Page to Business Combination Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Business Combination Agreement to be duly executed as of the date hereof.

SPIRE GLOBAL, INC.

By: ____________________________
Name: ____________________________
Title: ____________________________

PETER PLATZER

THERESA CONDOR

JOEL SPARK

JEROEN CAPPAERT

Signature Page to Business Combination Agreement

Exhibit 10.1

Execution

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "**Agreement**") is entered into as of February ____, 2021 (the "**Agreement Date**") by and between Spire Global, Inc., a Delaware corporation (the "**Company**"), and NavSight Holdings, Inc., a Delaware corporation ("**SPAC**"), and the undersigned stockholder of the Company ("**Stockholder**"). SPAC, Stockholder and the Company are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Stockholder is the record and "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of the number of shares of the common stock, par value $0.0001 per share ("**Common Stock**"), of the Company and the number of shares of the preferred stock, par value $0.0001 per share ("**Preferred Stock**"), of the Company set forth on Exhibit A attached hereto (such shares, the "**Owned Securities**", and, together with any other shares of capital stock of the Company acquired, by Stockholder after the date hereof and prior to the earlier of the Closing and the termination of all of Stockholder's obligations under this Agreement being collectively referred to herein as the "**Securities**");

WHEREAS, the Company, SPAC, and NavSight Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of SPAC ("**Merger Sub**"), and certain other parties propose to enter into a Business Combination Agreement, dated as of the date hereof (the "**BCA**"), pursuant to which, subject to the terms and conditions set forth in the BCA, Merger Sub will merge with and into the Company (the "**Merger**"), with the Company surviving the Merger as a wholly-owned subsidiary of SPAC;

WHEREAS, it is a condition precedent to the consummation of the Merger that the stockholders of the Company deliver to the Company and SPAC a written consent, substantially in the form attached hereto as Exhibit A (with such changes as may be mutually agreed between the Company and SPAC, the "**Company Stockholder Written Consent**"), pursuant to which the Company Minimum Holders, among other things, will adopt and approve the BCA and the transactions contemplated thereby, including the Merger (the "**Approval**");

WHEREAS, as a condition to the willingness of SPAC to enter into the BCA and as an inducement and in consideration therefor, Stockholder has agreed to enter into this Agreement; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings specified in the BCA.

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

1. Agreement to Vote.

(a) Subject to Section 1(b), Stockholder (in such capacity and not in any other capacity) irrevocably and unconditionally hereby agrees that, no later than (or effective as of) the fifth (5th) Business Day following the date that the Registration Statement/Proxy Statement has been declared effective under the Securities Act, Stockholder shall validly execute and deliver to the Company the Company Stockholder Written Consent in respect of all of the Securities. In addition, from and after the date hereof until the Expiration Date, Stockholder (in such capacity and not in any other capacity) irrevocably and unconditionally hereby agrees that, at any other meeting (whether annual or special and each adjourned or postponed meeting) of the Company's stockholders, however called, or in connection with any other written consent of the Company's stockholders, the Stockholder will (x) appear at such meeting or otherwise cause all of the Securities to be counted as present thereat for purposes of calculating a quorum and (y) vote or cause to be voted (including by proxy or written consent, if applicable) all of the Securities: (i) in favor of the Approval (and, in the event that the Approval is presented as more than one proposal, in favor of each proposal that is part of the Approval); (ii) against any Company Acquisition Proposal, without regard to the terms of such Company Acquisition Proposal; (iii) against any other action, agreement or transaction, that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the BCA or this Agreement or the performance by Stockholder of its obligations under this Agreement; (iv) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the BCA, or of Stockholder contained in this Agreement; and (v) in favor of any other matter reasonably necessary to the consummation of the transactions contemplated by the BCA, including the Merger (clauses (i) through (v) of this Section 1, the "**Required Voting Matters**").

(b) Notwithstanding the foregoing, nothing in this Agreement shall preclude the Stockholder from exercising full power and authority to vote the Securities in Stockholder's sole discretion for or against (and the proxy granted by this Agreement shall not cover), any proposal submitted to a vote of the stockholders of the Company (i) that decreases the amount or changes the form of the consideration payable to Stockholder or (ii) that imposes any material restrictions or additional conditions on the consummation of the Merger or the payment of the SPAC Common Stock to the Stockholder, in the case of either clause (i) or (ii), not contemplated by the BCA or the Transaction Documents (clauses (i) and (ii), collectively, the "**Excluded Voting Matters**").

(c) Without Stockholder's prior written consent, the Company shall not, directly or indirectly, amend, modify or waive the BCA or the Transaction Documents, such that (i) the consideration to be received by Stockholder pursuant to the BCA will not be registered pursuant to the Registration Statement/Proxy Statement (as defined in the BCA) and/or (ii) the Lock-up (as defined in the SPAC A&R Bylaws, as defined in the BCA) is amended in any manner materially adverse to Stockholder, determined in reference to the terms of such Lockup as set forth in the form SPAC A&R Bylaws attached to the BCA as of the date hereof (or as subsequently modified in full compliance with the terms of this provision).

The obligations of Stockholder specified in this Section 1 shall apply whether or not the Merger, any of the Transactions or any action described above is recommended by the board of directors of the Company.

2. Grant of Irrevocable Proxy and Power of Attorney; Appointment of Proxy.

(a) From and after the date hereof until the Expiration Date, Stockholder hereby irrevocably and unconditionally grants to, and appoints, SPAC and any designee thereof as Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Stockholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the Securities in accordance with the Required Voting Matters (and for the avoidance of doubt excluding the Excluded Voting Matters) in each case, in the event that the Stockholder fails to perform or otherwise comply with the covenants, agreements or obligations set forth in Section 1(a). The proxyholder may not exercise the proxy granted pursuant to Section 2(a) on any matter except for those matters described in Section 1(a).

(b) Stockholder hereby represents that any proxies and powers of attorney heretofore given in respect of the Securities, if any, are revocable, and hereby revokes such proxies and powers of attorney, other than that certain proxy in Section 8 of the Amended and Restated Voting Agreement, dated as of August 17, 2017, by and among the Company and certain stockholders party thereto (the "Voting Agreement").

(c) Stockholder hereby affirms that the irrevocable proxy and power of attorney set forth in this Section 2 are given in connection with the execution of the BCA, and that such irrevocable proxy and power of attorney are given to secure the performance of the duties of Stockholder under this

Agreement. Stockholder hereby further affirms that the irrevocable proxy and power of attorney are coupled with an interest and, except as set forth in this Section 2, are intended to be irrevocable. If for any reason the proxy or power of attorney granted herein is not irrevocable, then Stockholder agrees, until the Expiration Date, to vote the Securities in accordance with Section 1(a) above as instructed by SPAC in writing.

3. Restrictions on Transfer. Except as contemplated by this Agreement, the BCA, and the Transactions, from the date hereof until the Expiration Date, Stockholder shall not, and shall cause its Affiliates not to, directly or indirectly, (a) offer for sale, sell, transfer, tender, pledge, convert, encumber, assign or otherwise dispose of (including by gift, merger, tendering into any tender offer or exchange offer or otherwise) (collectively, a "**Transfer**"), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit-sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Securities, (b) grant any proxies or powers of attorney with respect to any or all of the Securities (except in connection with voting by proxy at a meeting of stockholders of the Company as contemplated by Section 1 of this Agreement), or (c) permit to exist any lien or encumbrance with respect to any or all of the Securities other than those created by this Agreement; provided that any lien or encumbrance with respect to Securities that would not prevent, impair or delay Stockholder's ability to comply with the terms and conditions of this Agreement shall be permitted and will not be deemed to violate the restrictions contained above. Notwithstanding the foregoing, this Section 3 shall not prohibit a Transfer of Securities by Stockholder (i) to one of its Affiliates, (ii) in the case of an individual, by gift to a member of one of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an Affiliate of such person; (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order; (v) in the case of an individual, pursuant to a charitable gift or contribution, and (vi)by virtue of the Stockholder's organizational documents upon liquidation or dissolution of Stockholder; provided that in case of clauses (i)-(v), such transferee agrees in a writing, reasonably satisfactory in form and substance to SPAC, to assume all of the obligations of Stockholder hereunder and to be bound by the terms of this Agreement; *provided*, in the case of clauses (iii), (iv), and (vi), the transferee will not be required to assume the voting obligations under Section 1(a) of this Agreement if the transferee's assumption of such obligations would violate any applicable Laws, including any securities Laws, or would reasonably be expected to materially delay or impede the Registration Statement / Proxy Statement being declared effective under the Securities Act. Any transfer in violation of this Section 3 shall be null and void *ab initio*.

4. Inconsistent Agreements. Stockholder hereby covenants and agrees that, except for this Agreement, it (a) shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to the Securities and (b) shall not grant at any time while this Agreement remains in effect a proxy, consent or power of attorney with respect to the Securities.

5. Restricted Activities. The Stockholder agrees that he, she or it shall (i) be bound by and subject to Sections 6.03 (No Claims Against the Trust Account), and 8.08(a) (Confidentiality; Publicity) of the BCA to the same extent as such provisions apply to the parties to the BCA, as if the Stockholder is directly party thereto, and (ii) not, directly or indirectly, take any action that the Company is prohibited from taking pursuant to Section 8.05(a) of the BCA.

6. Representations and Warranties of Stockholder. Stockholder represents and warrants to SPAC as follows:

(a) If Stockholder is a natural person, Stockholder has full legal right and capacity to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. If Stockholder is not a natural person, Stockholder is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to execute and deliver this Agreement and perform its respective obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Stockholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligations of Stockholder, enforceable against Stockholder in accordance with its terms, subject to the Enforceability Exceptions.

(c) The execution, delivery and performance by Stockholder of this Agreement and the consummation of the transactions contemplated herein do not and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon the Owned Securities pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Stockholder is a party or by which Stockholder or to which the Owned Securities are subject, other than those which would not reasonably be expected to have a material adverse effect on the legal authority of Stockholder to enter into and timely perform its obligations under this Agreement (a "**Stockholder Material Adverse Effect**"), (ii) if Stockholder is not an individual, result in any violation of the provisions of the organizational documents of Stockholder, other than those that would not reasonably be expected to have a Stockholder Material Adverse Effect, or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any Governmental Authority having jurisdiction over Stockholder or any of its properties, other than those that would not reasonably be expected to have a Stockholder Material Adverse Effect.

(d) Stockholder owns, beneficially and of record, as of the date hereof, the shares of Common Stock and Preferred Stock set forth on Exhibit A attached hereto free and clear of any proxy, voting restriction, adverse claim or other lien (other than any restrictions created by this Agreement, the Company Organizational Documents and applicable securities Laws). Except for shares of Common Stock and Preferred Stock set forth on Exhibit A attached hereto, as of the date of this Agreement, Stockholder is not a record holder of any (i) equity securities of the Company, (ii) securities of the Company having the right to vote on any matters on which the stockholders of the Company may vote or which are convertible into or exchangeable for, at any time, equity securities of the Company, or (iii) options or other rights to acquire from the Company any equity securities or securities convertible into or exchangeable for equity securities of the Company, except as contemplated by the Transaction Agreements.

(e) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act and those set forth as conditions to closing in the BCA, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by Stockholder from, or to be given by Stockholder to, or be made by Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by Stockholder of this Agreement or the consummation of the transactions contemplated hereby.

(f) There is no Action pending or, to the knowledge of Stockholder, threatened, against Stockholder that challenges Stockholder's beneficial or record ownership of the Securities, the validity of this Agreement or the performance by Stockholder of its obligations under this Agreement.

(g) Stockholder understands and acknowledges that SPAC is entering into the BCA in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of Stockholder contained herein.

(h) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which SPAC or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of Stockholder, on behalf of Stockholder.

7. Waiver of Appraisal Rights. Stockholder hereby irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Transactions that Stockholder may have with respect to the Securities.

8. Termination. This Agreement shall terminate and be of no further force or effect upon the earliest to occur of (a) the consummation of the Merger, (b) the termination of the BCA pursuant to and in compliance with the terms therein, and (c) the mutual written agreement of each of the parties hereto to terminate this Agreement (such earliest date, the "**Expiration Date**"). Upon such termination, no party shall have any further obligations or liabilities hereunder; provided that (a) this Section 8 , Section 10, Section 11, and Section 13 shall survive any termination of this Agreement and (b) such termination shall not relieve any party from liability for any Willful Breach of this Agreement prior to such termination. For purposes of this Section 8, "Willful Breach" means a material breach of this Agreement by a Party that is a consequence of an act undertaken or a failure to act by the breaching Party with the knowledge that the taking of such act or such failure to act would, or would reasonably be expected to constitute or result in a breach of this Agreement.

9. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary, (a) the Stockholder makes no agreement or understanding herein in any capacity other than in such Stockholder's capacity as a record holder and beneficial owner of the Securities, and not in such Stockholder's capacity as a director, officer or employee of any Group Company or in such Stockholder's capacity as a trustee or fiduciary of any equity plan of the Company, as applicable and (b) nothing herein will be construed to limit or affect any action or inaction by such Stockholder or any representative of such Stockholder serving as a member of the board of directors of any Group Company or as an officer, employee or fiduciary of any Group Company, in each case, acting in such person's capacity as a director, officer, employee or fiduciary of such Group Company.

10. Termination of Certain Agreements. The Company and Stockholder hereby acknowledge and agree that (i) the Amended and Restated Investors' Rights Agreement, dated August 17, 2017, by and among the Company and the other parties thereto, (ii) the Voting Agreement, and (iii) the Amended & Restated First Refusal and Co-Sale Agreement, dated August 17, 2017, by and among the Company and the other parties thereto (collectively, the "Stockholder Agreements"), shall, contingent upon the approval of the requisite stockholders of the Company and the occurrence of the Closing, terminate and be of no force and effect effective immediately prior to the Effective Time, and Stockholder hereby agrees to the waiver of any rights thereunder in connection with the transactions contemplated by the BCA.

11. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Party and (b) no past, present or future director, officer,

employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any Party under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing in this Section 11 shall limit, amend or waive any rights or obligations of any party to this Agreement or the BCA.

12. No Ownership Interest. Nothing contained in this Agreement will be deemed to vest in the SPAC any direct or indirect ownership or incidents of ownership of or with respect to the Securities. All rights, ownership and economic benefits of and relating to the Securities shall remain vested in and belong to Stockholder, and the SPAC shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Company or exercise any power or authority to direct Stockholder in the voting of any of the Securities, except as otherwise provided herein with respect to the Securities. Except as otherwise set forth in Section 1, the Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company. Without limiting the foregoing, nothing in this Agreement shall obligate or require the Stockholder to exercise an option to purchase Company Capital Stock.

13. Miscellaneous.

(a) The parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the transactions contemplated by this Agreement.

(b) Except as otherwise provided herein, each Party shall bear its own expenses incurred in connection with this Agreement, regardless of whether the Transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

(c) All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

if to SPAC:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191
Email: Reston, Virginia 20191
Attn: jack@navsight.com

with a copy to:

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

if to the Company:

Spire Global, Inc.
251 Rhode Island St.
Suite 204
San Francisco, CA 94103
Attn: Legal Department
Email: legal@spire.com

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Andrew Hill
E-mail: ahill@wsgr.com

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

Wilson Sonsini Goodrich & Rosati, P.C.
One Market Plaza, Spear Tower, Suite 3300
San Francisco, CA 94105
Attention: Ethan Lutske
E-mail: elutske@wsgr.com

if to Stockholder, to the address or email of Stockholder set forth on the signature page hereto.

(d) This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the Parties in the same manner as this Agreement and which makes reference to this Agreement. Any Party may, at any time prior to the Closing, by action taken by its board of directors or equivalent governing body, or officers thereunto duly authorized, waive in writing any rights or conditions in its favor under this Agreement or agree to an amendment or modification to this Agreement and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

(e) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; provided, however, that the past, present and future directors, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the Parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.

(f) This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the parties hereto.

(g) This Agreement, and the other agreements referred to in this Agreement and the BCA, constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth or referenced in this Agreement, the BCA, and the Transaction Agreements. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, 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. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court. Each of the Parties agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 13(c). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(H).

(i) The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the Expiration Date, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 13(i) shall not be required to provide any bond or other security in connection with any such injunction.

(j) In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of anysplit-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the term "Securities" shall be deemed to refer to and include all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

(k) For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include masculine and feminine genders. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement. The headings and captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement. The words, "hereby," "herewith," "herein," "hereto," "hereof" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph hereof. Derivative forms of defined terms shall have correlative means.

(l) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

(m) The Parties each acknowledges that (a) Wilson Sonsini Goodrich & Rosati, Professional Corporation, counsel for the Company, is representing the Company in connection with this the BCA, the Transaction Documents and the transactions contemplated hereby and thereby, (b) Wilson Sonsini Goodrich & Rosati, Professional Corporation, is not representing the Stockholder in connection with this Agreement, the Merger, the BCA, the Transaction Document or the transactions contemplated hereby, thereby or otherwise and (c) the Stockholder acknowledges that he, she or it has had the opportunity to consult with its, his or her own counsel.

[Signature Page Follows]

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

SPAC:

NAVSIGHT, INC.

By: ________________________________
Name:
Title:

[Signature page to Voting and Support Agreement]

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

COMPANY:

SPIRE GLOBAL, INC.

By: ____________________________________
Name:
Title:

[Signature page to Voting and Support Agreement]

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

STOCKHOLDER:

[NAME]

By: ______________________________
Name:
Title:

Address: ______________________________
____
Email: ______________________________

[Signature page to Voting and Support Agreement]

Exhibit A

Company Shares

Common Stock	[____]
Preferred Stock	[____]

Exhibit B

Form of Company Stockholder Written Consent

[See attached]

Exhibit 10.2

Execution

VOTING AND NON-REDEMPTION AGREEMENT

This VOTING AND NON-REDEMPTION AGREEMENT (this "**Agreement**") is entered into as of February ___, 2021 (the "**Agreement Date**") by and between Spire Global, Inc., a Delaware corporation (the "**Company**"), NavSight Holdings, Inc., a Delaware corporation ("**SPAC**"), and the undersigned stockholder of SPAC ("**Stockholder**"). SPAC, Stockholder and the Company are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Stockholder is the record and "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of the number of shares of the Class A common stock, par value $0.0001 per share ("**Class A Stock**"), of SPAC and the number of shares of the Class B common stock, par value $0.0001 per share ("**Class B Stock**"), of SPAC set forth on Exhibit A attached hereto (such shares, the "**Owned Securities**", and together with any other shares of capital stock of SPAC acquired by Stockholder after the date hereof and prior to the earlier of the Closing and the termination of all of Stockholder's obligations under this Agreement being collectively referred to herein as the "**Securities**");

WHEREAS, the Company, SPAC, and NavSight Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of SPAC ("**Merger Sub**"), and certain other parties propose to enter into a Business Combination Agreement, dated as of the date hereof (the "**BCA**"), pursuant to which, subject to the terms and conditions set forth in the BCA, Merger Sub will merge with and into the Company (the "**Merger**"), with the Company surviving the Merger as a wholly-owned subsidiary of SPAC (the "**Business Combination**");

WHEREAS, it is a condition precedent to the consummation of the Business Combination that the stockholders of SPAC approve the SPAC Stockholder Matters (collectively, the "**Approval**");

WHEREAS, the restated certificate of incorporation of SPAC, filed with the Secretary of State of the State of Delaware on September 9, 2020 (the "**Charter**"), provides Stockholder with certain rights to redeem its shares of Class A Stock in connection with the Business Combination (the "**Redemption Rights**");

WHEREAS, as a condition to the willingness of the Company and SPAC to enter into the BCA and as an inducement and in consideration therefor, Stockholder has agreed to enter into this Agreement; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings specified in the BCA.

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

1. Agreement not to Redeem. Stockholder irrevocably and unconditionally hereby (a) agrees that Stockholder shall not, and shall cause its Affiliates not to, elect to redeem or otherwise tender or submit for redemption any of its Securities pursuant to or in connection with the SPAC Stockholder Redemption or otherwise in connection with the Business Combination, and (b) waives, on behalf of itself and its Affiliates, the Redemption Rights. In the event of a breach of this Section 1, Stockholder irrevocably and unconditionally agrees to, or to cause one or more of its Affiliates to, subscribe for and purchase from SPAC

a number of shares of Class A Stock equal to the number of shares of Class A Stock redeemed pursuant to the Redemption Rights, for a per share purchase price equal to the amount to be received by public stockholders of SPAC exercising their Redemption Rights under the Charter in connection with the Business Combination.

2. Agreement to Vote. From and after the date hereof until the Expiration Date, Stockholder (in such capacity and not in any other capacity) irrevocably and unconditionally hereby agrees that, at any meeting (whether annual or special and each adjourned or postponed meeting) of SPAC's stockholders, however called, or in connection with any other written consent of SPAC's stockholders, the Stockholder will (x) appear at such meeting or otherwise cause all of the Securities to be counted as present thereat for purposes of calculating a quorum and (y) vote or cause to be voted (including by proxy or written consent, if applicable) all of the Securities:

(a) in favor of the Approval (and, in the event that the Approval is presented as more than one proposal, in favor of each proposal that is part of the Approval), and in favor of any other proposals set forth in the Registration Statement/Proxy Statement filed by the SPAC with the SEC relating to the Transactions;

(b) for any proposal to adjourn or postpone the applicable stockholder meeting to a later date if (and only if) there are not sufficient votes for approval of the BCA and any other proposals related thereto as set forth in the Registration Statement/Proxy Statement on the dates on which such meetings are held;

(c) against any SPAC Acquisition Proposal, without regard to the terms of such SPAC Acquisition Proposal, or any other transaction, proposal, agreement or action made in opposition to adoption of the BCA or in competition or inconsistent with the Merger and the other transactions or matters contemplated by the BCA;

(d) against any other action, agreement or transaction, that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the BCA or this Agreement or the performance by Stockholder of its obligations under this Agreement;

(e) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of SPAC contained in the BCA, or of Stockholder contained in this Agreement; and

(f) in favor of any other matter necessary or desirable to the consummation of the transactions contemplated by the BCA, including the Merger (clauses (a) through (f) of this Section 2, the "**Required Voting Matters**").

The obligations of Stockholder specified in this Section 2 shall apply whether or not the Merger, any of the Transactions or any action described above is recommended by the board of directors of SPAC.

3. Grant of Irrevocable Proxy and Power of Attorney; Appointment of Proxy.

(a) From and after the date hereof until the Expiration Date, Stockholder hereby irrevocably and unconditionally grants to, and appoints, the Company, and any of its respective designees as Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Stockholder, to (i) vote or cause to be voted (including by proxy or written consent, if applicable) the Securities in accordance with the Required Voting Matters, in each case, in the event that the Stockholder fails to perform or otherwise comply with the covenants, agreements or obligations set forth in Section 2, it being understood that the proxy holder may not exercise the proxy granted pursuant to this Section 3(a) on any matter except for those matters described in Section 2, and (ii) revoke any redemption election made by Stockholder in contravention of Section 1 with respect to any of Stockholder's shares of Class A Stock and cause SPAC's transfer agent to fail to redeem such shares in connection with the Business Combination.

(b) Stockholder hereby represents that any proxies and powers of attorney heretofore given in respect of the Securities, if any, are revocable, and hereby revokes such proxies and powers of attorney.

(c) Stockholder hereby affirms that the irrevocable proxy and power of attorney set forth in this Section 3 are given in connection with the execution of the BCA, and that such irrevocable proxy and power of attorney are given to secure the performance of the duties of Stockholder under this Agreement. Stockholder hereby further affirms that the irrevocable proxy and power of attorney are coupled with an interest and, except as set forth in this Section 3, are intended to be irrevocable. If for any reason the proxy or power of attorney granted herein is not irrevocable, then Stockholder agrees, until the Expiration Date, to vote the Securities in accordance with Section 2(a) through Section 2(e) above as instructed by the Company and SPAC in writing.

4. Restrictions on Transfer. Except as contemplated by this Agreement, the BCA, and the Transactions, from the date hereof until the Expiration Date, Stockholder shall not, and shall cause its Affiliates not to, directly or indirectly, (a) offer for sale, sell, transfer, tender, pledge, convert, encumber, assign or otherwise dispose of (including by gift, merger, tendering into any tender offer or exchange offer or otherwise) (collectively, a "**Transfer**"), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit-sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Securities, (b) grant any proxies or powers of attorney with respect to any or all of the Securities (except in connection with voting by proxy at a meeting of stockholders of SPAC as contemplated by Section 2 of this Agreement), or (c) permit to exist any lien or encumbrance with respect to any or all of the Securities other than those created by this Agreement; provided that any lien or encumbrance with respect to Securities that would not prevent, impair or delay Stockholder's ability to comply with the terms and conditions of this Agreement shall be permitted and will not be deemed to violate the restrictions contained above. Notwithstanding the foregoing, this Section 4 shall not prohibit a Transfer of Securities by Stockholder to (i) one of its Affiliates, (ii) in the case of an individual, by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an Affiliate of such person; (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order; (v) in the case of an individual, pursuant to a charitable gift or contribution, and (vi) by virtue of the Stockholder's organizational documents upon liquidation or dissolution of Stockholder; provided that in case of clauses (i)-(v), such transferee agrees in a writing, reasonably satisfactory in form and substance to the Company and SPAC, to assume all of the obligations of Stockholder hereunder and to be bound by the terms of this Agreement; *provided*, in the case of clauses (iii), (iv), and (vi), the transferee will not be required to assume the voting obligations under Section 2 of this Agreement if the transferee's assumption of such obligations would violate any applicable Laws, including any securities Laws, or would reasonably be expected to materially delay or impede the Registration Statement / Proxy Statement being declared effective under the Securities Act. Any transfer in violation of this Section 4 shall be null and void *ab initio.*

5. Inconsistent Agreements. Stockholder hereby covenants and agrees that, except for this Agreement, it (a) shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to the Securities and (b) shall not grant at any time while this Agreement remains in effect a proxy, consent or power of attorney with respect to the Securities.

6. Restricted Activities. Stockholder agrees that he, she or it shall (i) be bound by and subject to Section 8.08(a) (Confidentiality; Publicity) of the BCA to the same extent as such provisions apply to the parties to the BCA, as if Stockholder is directly party thereto, and (ii) not, directly or indirectly, take any action that the SPAC is prohibited from taking pursuant to Section 8.06 of the BCA.

7. Representations and Warranties of Stockholder. Stockholder represents and warrants to SPAC as follows:

(a) If Stockholder is a natural person, Stockholder has full legal right and capacity to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. If Stockholder is not a natural person, Stockholder is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to execute and deliver this Agreement and perform its respective obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Stockholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligations of Stockholder, enforceable against Stockholder in accordance with its terms, subject to the Enforceability Exceptions.

(c) The execution, delivery and performance by Stockholder of this Agreement and the consummation of the transactions contemplated herein do not and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon the Owned Securities pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Stockholder is a party or by which Stockholder or to which the Owned Securities are subject, other than those which would not reasonably be expected to have a material adverse effect on the legal authority of Stockholder to enter into and timely perform its obligations under this Agreement (a "**Stockholder Material Adverse Effect**"), (ii) if Stockholder is not an individual, result in any violation of the provisions of the organizational documents of Stockholder, other than those that would not reasonably be expected to have a Stockholder Material Adverse Effect, or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any Governmental Authority having jurisdiction over Stockholder or any of its properties, other than those that would not reasonably be expected to have a Stockholder Material Adverse Effect.

(d) Stockholder owns, beneficially and of record, as of the date hereof, the shares of Class A Stock and Class B Stock set forth on Exhibit A attached hereto free and clear of any proxy, voting restriction, adverse claim or other lien (other than any restrictions created by this Agreement, the SPAC Organizational Documents and applicable securities Laws). Except for shares of Class A Stock and Class B Stock set forth on Exhibit A attached hereto and any Public Warrants and/or Private Warrants held by Stockholder, as of the date of this Agreement, Stockholder is not a record holder of any (i) equity securities of SPAC, (ii) securities of SPAC having the right to vote on any matters on which the stockholders of SPAC may vote or which are convertible into or exchangeable for, at any time, equity securities of SPAC, or (iii) options or other rights to acquire from SPAC any equity securities or securities convertible into or exchangeable for equity securities of SPAC, except as contemplated by the Transaction Agreements.

(e) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act and those set forth as conditions to closing in the BCA, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by Stockholder from, or to be given by Stockholder to, or be made by Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by Stockholder of this Agreement or the consummation of the transactions contemplated hereby.

(f) There is no Action pending or, to the knowledge of Stockholder, threatened, against Stockholder that challenges Stockholder's beneficial or record ownership of the Securities, the validity of this Agreement or the performance by Stockholder of its obligations under this Agreement.

(g) Except as expressly disclosed in a Schedule 13D or Schedule 13G (or amendments thereto) filed by Stockholder with the SEC with respect to the beneficial ownership of SPAC's common stock, Stockholder is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of equity securities of SPAC (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

(h) Stockholder understands and acknowledges that the Company and SPAC are entering into the BCA in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of Stockholder contained herein.

(i) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which SPAC or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of Stockholder, on behalf of Stockholder.

8. Covenants of Stockholder. Stockholder hereby: (a) agrees to promptly notify the Company and SPAC of the number of any new Securities acquired by Stockholder after the date hereof and prior to the Expiration Date (any such Securities being subject to the terms of this Agreement as though owned by Stockholder on the date hereof); (b) agrees to permit SPAC to publish and disclose Stockholder's identity, ownership of the Securities and the nature of Stockholder's commitments, arrangements and understandings under this Agreement, and, if deemed appropriate by SPAC or the Company, a copy of this Agreement, in (i) the Registration Statement/Proxy Statement, (ii) any Form 8-K filed by SPAC with the SEC in connection with the execution and delivery of the BCA and the Registration Statement/Proxy Statement, and (iii) any other documents or communications provided by SPAC or the Company to any Governmental Authority or to securityholders of SPAC, in each case, to the extent required by the federal securities Laws or the SEC or any other securities authorities; and (c) shall and does authorize the Company, SPAC and any of their respective counsels to notify SPAC's transfer agent that there is a stop transfer order with

respect to all of the Securities (and that this Agreement places limits on the voting and transfer of such shares), provided that the Company, SPAC, or such counsel, as applicable, further notifies SPAC's transfer agent to lift and vacate the stop transfer order with respect to the Securities following the Expiration Date. Stockholder agrees that it shall not, and shall cause its Affiliates not to, indirectly accomplish or attempt to accomplish that which it is not permitted to accomplish directly under this Agreement.

9. Termination. This Agreement shall terminate and be of no further force or effect upon the earliest to occur of (a) the consummation of the Merger, (b) the termination of the BCA pursuant to and in compliance with the terms therein, and (c) the mutual written agreement of each of the parties hereto to terminate this Agreement (such earliest date, the "**Expiration Date**"). Upon such termination, no party shall have any further obligations or liabilities hereunder; provided that (a) this Section 9, Section 11 and Section 13 shall survive any termination of this Agreement and (b) such termination shall not relieve any party from liability for any Willful Breach of this Agreement prior to such termination. For purposes of this Section 9, "Willful Breach" means a material breach of this Agreement by a party that is a consequence of an act undertaken or a failure to act by the breaching party with the knowledge that the taking of such act or such failure to act would, or would reasonably be expected to constitute or result in a breach of this Agreement.

10. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary, (a) the Stockholder makes no agreement or understanding herein in any capacity other than in such Stockholder's capacity as a record holder and beneficial owner of the Securities, and not in such Stockholder's capacity as a director, officer or employee of SPAC or any of its Affiliates, as applicable and (b) nothing herein will be construed to limit or affect any action or inaction by such Stockholder or any representative of such Stockholder serving as a member of the board of directors of SPAC or its Affiliates or as an officer, employee or fiduciary of SPAC or its Affiliates, in each case, acting in such person's capacity as a director, officer, employee or fiduciary of SPAC or such Affiliate.

11. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Party and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any Party under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing in this Section 11 shall limit, amend or waive any rights or obligations of any party to this Agreement or the BCA.

12. No Ownership Interest. Nothing contained in this Agreement will be deemed to vest in the Company any direct or indirect ownership or incidents of ownership of or with respect to the Securities. All rights, ownership and economic benefits of and relating to the Securities shall remain vested in and belong to Stockholder, and the Company shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of SPAC or exercise any power or authority to direct Stockholder in the voting of any of the Securities, except as otherwise provided herein with respect to the Securities. Except as otherwise set forth in Section 2, the Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of SPAC.

13. Miscellaneous.

(a) The parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the transactions contemplated by this Agreement.

(b) Except as otherwise provided herein, each Party shall bear its own expenses incurred in connection with this Agreement, regardless of whether the Transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

(c) All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

if to SPAC:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191
Email: Jack Pearlstein
Attn: jack@navsight.com

with a copy to:

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

if to the Company:

Spire Global, Inc.
251 Rhode Island St.
Suite 204
San Francisco, CA 94103
Attn: Legal Department
Email: legal@spire.com

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

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Andrew Hill
E-mail: ahill@wsgr.com

Wilson Sonsini Goodrich & Rosati, P.C.

One Market Plaza, Spear Tower, Suite 3300
San Francisco, CA 94105
Attention: Ethan Lutske
E-mail: elutske@wsgr.com

if to Stockholder, to the address or email of Stockholder set forth on the signature page hereto.

(d) This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the Parties in the same manner as this Agreement and which makes reference to this Agreement. Any Party may, at any time prior to the Closing, by action taken by its board of directors or equivalent governing body, or officers thereunto duly authorized, waive in writing any rights or conditions in its favor under this Agreement or agree to an amendment or modification to this Agreement and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

(e) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; provided, however, that the past, present and future directors, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the Parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.

(f) This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the parties hereto.

(g) This Agreement, and the other agreements referred to in this Agreement and the BCA, constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth or referenced in this Agreement, the BCA, and the Transaction Agreements. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, 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. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court. Each of the Parties agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 13(c). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(H).

(i) The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the Expiration Date, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 13(i) shall not be required to provide any bond or other security in connection with any such injunction.

(j) In the event of a stock split, stock dividend or distribution, or any change in SPAC's capital stock by reason of anysplit-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the term "Securities" shall be deemed to refer to and include all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

(k) For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include masculine and feminine genders. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement. The headings and captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement. The words, "hereby," "herewith," "herein," "hereto," "hereof" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph hereof. Derivative forms of defined terms shall have correlative means.

(l) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

[Signature Page Follows]

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

SPAC:

NAVSIGHT, INC.

By: ____________________________
Name:
Title:

[Signature page to Voting and Non-Redemption Agreement]

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

COMPANY:

SPIRE GLOBAL, INC.

By: ________________________________
Name:
Title:

[Signature page to Voting and Non-Redemption Agreement]

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

STOCKHOLDER:

[NAME]

By: ____________________________
Name:
Title:

Address: ____________________________
____

Email: ____________________________

[Signature page to Voting and Non-Redemption Agreement]

Exhibit A

SPAC Shares

Class A Common Stock	[______]
Class B Common Stock	[______]

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**") is entered into as of February 28, 2021, by and among NavSight Holdings, Inc., a Delaware corporation (the "**Company**"), each of the parties listed as Sponsor Parties on Schedule I (each, a "**Sponsor Party**" and collectively, the "**Sponsor Parties**"), and each of the parties listed as Target Parties on Schedule II attached hereto (each, a "**Target Party**" and collectively, the "**Target Parties**," and together with the Sponsor Parties and any Person who hereafter becomes a party to this Agreement pursuant to Section 7.2, each, an "**Investor**" and collectively, the "**Investors**").

WHEREAS, the Company, NavSight Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company ("**Merger Sub**"), Spire Global, Inc., a Delaware corporation (the "**Target**"), and certain other parties have entered into that certain Business Combination Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Business Combination Agreement**"), pursuant to which, among other things, Merger Sub will merge with and into Target (the "**Merger**"), with Target surviving as a wholly owned subsidiary of the Company (the "**Surviving Company**");

WHEREAS, the Company and Six4 Holdings, LLC ("**Sponsor**") are parties to that certain Registration Rights Agreement, dated as of September 9, 2020 (the "**Prior Agreement**");

WHEREAS, the Sponsor Parties currently hold (i) 5,750,000 shares of Class B common stock of the Company (the "**Company Class B Common Shares**") issued by the Company prior to the consummation of the Company's initial public offering (such Company Class B Common Shares held by Sponsor, the "**Founder Shares**") and (ii) warrants to purchase 6,600,000 shares of Class A common stock of the Company (the "**Company Class A Common Shares**," and together with the Company Class B Common Shares, the "**Company Shares**") issued by the Company simultaneously with the consummation of the Company's initial public offering (such warrants held by Sponsor, the "**Sponsor Warrants**");

WHEREAS, the remaining Founder Shares will automatically convert into Company Class A Common Shares at the effective time of the Merger on a one-for-one basis on the terms and conditions provided in the certificate of incorporation of the Company (as it may be amended and/or restated from time to time, the "**Certificate of Incorporation**");

WHEREAS, the Target Parties currently hold shares of the common stock, par value $0.0001 per share, of the Target (the "**Target Common Shares**") and shares of the preferred stock, par value $0.0001 per share, of the Target (the "**Target Preferred Shares**," and together with the Target Common Shares, the "**Target Shares**");

WHEREAS, pursuant to the Business Combination Agreement, (i) the Target Preferred Shares shall be converted into Target Common Shares immediately prior to the Closing and (ii) at the Closing, all outstanding Target Common Shares shall be converted into the right to receive Company Class A Common Shares, as described in more detail in the Business Combination Agreement;

WHEREAS, pursuant to the Business Combination Agreement, the Company will issue to certain Target Parties Company Class B Common Shares at the Closing;

WHEREAS, in connection with the transactions contemplated by the Business Combination Agreement, certain of the Sponsor Parties are entering into subscription agreements with the Company and the Target pursuant to which such Sponsor Parties will purchase from the Company certain Company Class A Common Shares (the "**PIPE Shares**");

WHEREAS, subject to, and conditioned upon, the occurrence of the Closing, the parties to the Prior Agreement desire to terminate the Prior Agreement effective as of immediately prior to the Closing and in lieu thereof agree to the terms and conditions hereof;

WHEREAS, subject to, and conditioned upon, the occurrence of the Closing, the parties desire to set forth their agreement with respect to registration rights, governance and certain other matters, in each case in accordance with the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement.

NOW, THEREFORE, 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 hereto agree as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Affiliate**" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Beneficially Own**" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

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

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Form S-1**" means a Registration Statement on Form S-1 or any similar long-form registration statement that may be available at such time.

"**Form S-3**" means a Registration Statement on Form S-3 or any similar short-form registration statement that may be available at such time.

"**Investor**" has the meaning given in the Preamble.

"**Necessary Action**" means, with respect to any party hereto and a specified result, all actions (to the extent such actions are not prohibited by applicable Law and within such party's control, and in the case of any action that requires a vote or other action on the part of the Board to the extent such action is consistent with fiduciary duties that the Company directors may have in such capacity) necessary to cause such result, including (a) calling special meetings of stockholders, (b) voting or providing a written consent or proxy, if applicable in each case, with respect to Company Shares, (c) causing the adoption of stockholders' resolutions and amendments to the Certificate of Incorporation and bylaws of the Company, (d) executing agreements and instruments, (e) making, or causing to be made, with Governmental Authorities, all filings, registrations or similar actions that are required to achieve such result and (f) nominating or appointing certain Persons (including to fill vacancies) and providing the highest level of support for election of such Persons to the Board in connection with the annual or special meeting of stockholders of the Company.

"**Person**" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"**PIPE Investors**" means the purchasers in the private placement of 24,500,000 Company Class A Common Shares pursuant to Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, in connection with the transactions contemplated by the Business Combination Agreement, for gross proceeds to the Company in an aggregate amount of approximately $245,000,000.

"**Registrable Securities**" means (a) any outstanding Company Class A Common Shares and Sponsor Warrants held by an Investor immediately following the Closing or thereafter acquired by an Investor (including Company Class A Common Shares distributable pursuant to the Business Combination Agreement), (b) Company Class A Common Shares issued or issuable upon exercise of any other equity security of the Company held by an Investor immediately following the Closing or thereafter acquired by an Investor (including Company Class A Common Shares issued or issuable upon (1) the conversion of the Founder Shares or the Company Class B Common Shares and (2) exercise of the Sponsor Warrants), (c) Company Class A Common Shares issued as Earnout Consideration pursuant to the Business Combination Agreement and held by the Target Parties, (d) Company Class A Common Shares issued as Earnout Consideration pursuant to the Business Combination Agreement and held by the Target Parties, and (e) any other equity securities of the Company issued or issuable with respect to any securities referred to in the foregoing clauses (a)-(d) by way of by way of any share split, share dividend or other distribution, recapitalization, share exchange, share reconstruction, amalgamation, contractual control arrangement or similar event; provided that, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement, (ii) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act, (iii) such securities shall have ceased to be outstanding, or (iv) such time after the Closing as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such securities without limitation, during a three (3)-month period without registration (and without the requirement for the Company to be in compliance with the current public information required under subsection (c)(1) of Rule 144). Notwithstanding anything herein to the contrary, Registrable Securities shall not include the PIPE Shares.

"**Registration**" means a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Statement**" means a registration statement filed by the Company or its successor with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

“**Representative**” means, as to any Person, any of the officers, directors, managers, employees, counsel, accountants, financial advisors, and consultants of such Person.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

“**Transfer**” means to (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, with respect to any Company Shares (not including PIPE Shares), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Company Shares (not including PIPE Shares), whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement specified in clause (i) or (ii), other than a Registration Statement filed pursuant to this Agreement. Notwithstanding the foregoing, a Transfer shall not be deemed to include any transfer for no consideration if the donee, trustee, heir or other transferee has agreed in writing to be bound by the same terms under this Agreement to the extent and for the duration that such terms remain in effect at the time of the Transfer.

“**Underwriter**” means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer’s market-making activities.

“**Underwritten Demand Registration**” shall mean an underwritten public offering of Registrable Securities pursuant to a Demand Registration, as amended or supplemented, that is a fully marketed underwritten offering that requires Company management to participate in “road show” presentations to potential investors requiring substantial marketing effort from management over multiple days, the issuance of a “comfort letter” by the Company’s auditors, and the issuance of legal opinions by the Company’s legal counsel.

“**Underwritten Takedown**” shall mean an underwritten public offering of Registrable Securities pursuant to the Resale Shelf Registration Statement, as amended or supplemented, that requires the issuance of a “comfort letter” by the Company’s auditors and the issuance of legal opinions by the Company’s legal counsel.

2. REGISTRATION RIGHTS.

2.1 Resale Shelf Registration Rights.

2.1.1 Registration Statement Covering Resale of Registrable Securities. Subject to compliance by the Investors with Section 3.4, the Company shall prepare and file or cause to be prepared and filed with the Commission, no later than forty-five (45) days following the Closing Date, a Registration Statement on Form S-3 or its successor form, or, if the Company is ineligible to use Form S-3, a Registration Statement on Form S-1, for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act registering the resale from time to time by Investors of all of the Registrable Securities then held by such Investors that are not covered by an effective resale registration statement (the “**Resale Shelf Registration Statement**”). The Company shall use reasonable best efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing, and once effective, to keep the Resale Shelf Registration Statement continuously effective under the Securities Act at all times until the expiration of the Effectiveness Period. In the event that the Company files a Form S-1 pursuant to this Section 2.1, the Company shall use its reasonable best efforts to convert the Form S-1 to a Form S-3 as soon as practicable after the Company is eligible to use Form S-3.

2.1.2 Notification and Distribution of Materials. The Company shall notify the Investors in writing of the effectiveness of the Resale Shelf Registration Statement and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the prospectus contained therein (including each preliminary prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the Investors may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.

2.1.3 Amendments and Supplements. Subject to the provisions of Section 2.1.1, the Company shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities during the Effectiveness Period.

2.1.4 New Registration Statements. Notwithstanding the registration obligations set forth in this Section 2.1, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the holders thereof and use its reasonable best efforts to file amendments to the Resale Shelf Registration Statement as required by the Commission and/or (ii) withdraw the Resale Shelf Registration Statement and file a new registration statement (a "**New Registration Statement**"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1, Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its reasonable best efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "**SEC Guidance**"). Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used reasonable best efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Investors, subject to a determination by the Commission that certain Investors must be reduced first based on the number of Registrable Securities held by such Investors. In the event the Company amends the Resale Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its reasonable best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1, Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Resale Shelf Registration Statement, as amended, or the New Registration Statement.

2.1.5 Underwritten Takedown. If, at any time and from time to time after the expiration of anylock-up to which an Investor is subject, the Company shall receive a request from the holders of Registrable Securities with an estimated market value of at least $25,000,000 for an Underwritten Takedown of all or any portion of the requesting holder's Registrable Securities, then the Company shall promptly give notice of such requested Underwritten Takedown at least ten Business Days prior to the anticipated filing date of the prospectus or supplement relating to such Underwritten Takedown to the other Investors and thereupon shall use its reasonable best efforts to effect, as expeditiously as possible, the offering in such Underwritten Takedown of (i) subject to the restrictions set forth in Section 2.2.4, all Registrable Securities for which the requesting holder has requested such offering under this Section 2.1.5, and (ii) subject to the restrictions set forth inSection 2.2.4, all other Registrable Securities that any holders of Registrable Securities have requested the Company to offer by request received by the Company within seven Business Days after such holders receive the Company's notice of the Underwritten Takedown, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be offered.

(a) Promptly after the expiration of the seven Business Day-period referred to in Section 2.1.5, the Company will notify all selling holders of the identities of the other selling holders and the number of shares of Registrable Securities requested to be included therein.

(b) The Company shall be required to effectuate: (i) only one Underwritten Takedown by each of (A) the Sponsor Parties and (B) the Target Parties within any three-month period; (ii) no more than one Underwritten Takedown in respect of all Registrable Securities held by the Sponsor Parties after giving effect to Section 2.2.1(c); and (iii) an unlimited number of Underwritten Takedowns in respect of all Registrable Securities held by the Target Parties.

(c) If the managing underwriter in an Underwritten Takedown advises the Company and the requesting holder that, in its view, the number of shares of Registrable Securities requested to be included in such underwritten offering exceeds the largest number of shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, the shares included in such Underwritten Takedown will be reduced by the Registrable Securities held by the selling holders (applied on a pro rata basis based on the total number of Registrable Securities held by such Investors, subject to a determination by the Commission that certain Investors must be reduced first based on the number of Registrable Securities held by such Investors).

2.1.6 Selection of Underwriters. The Company shall have the right to select an Underwriter or Underwriters in connection with an Underwritten Takedown, which Underwriter or Underwriters shall be reasonably acceptable to the Selling holders holding a majority in interest of the Registrable Securities requested to be sold in such Underwritten Takedown. In connection with an Underwritten Takedown, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities in such Underwritten Takedown, including, if necessary, the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the Financial Industry Regulatory Authority, Inc.

2.1.7 Underwritten Takedowns effected pursuant to this Section 2.1 shall be counted as Demand Registrations effected pursuant to Section 2.2.

2.2 Demand Registration.

2.2.1 Request for Registration. At any time and from time to time after the expiration of anylock-up to which an Investor is subject, and subject to compliance by such Investor with Section 3.4, so long as there is not then an effective Resale Shelf Registration Statement available for the resale of Registrable Securities pursuant to Section 2.1, (i) the Sponsor, (ii) Sponsor Parties who hold a majority of the Registrable Securities held by all Sponsor Parties or (iii) the Target Parties may make a written demand for Registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form Registration or, if then available, on FormS-3. Each registration requested pursuant to this Section 2.2.1 is referred to herein as a "**Demand Registration**". Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify all Investors that are holders of Registrable Securities of the demand, and each such holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a "**Demanding Holder**") shall so notify the Company within fifteen days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.2.4 and the proviso set forth in Section 3.1.1. The Company shall not be obligated to effect: (a) more than one Demand Registration during any three-month period; (b) any Demand Registration at any time there is an effective Resale Shelf Registration Statement on file with the Commission pursuant to Section 2.1; or (c) more than three Underwritten Demand Registrations in respect of all Registrable Securities held by the Sponsor Parties, each of which will also count as an Underwritten Takedown of the Sponsor Parties under Section 2.1.5(b)(ii). The Company shall be obligated to offer an unlimited number of Underwritten Demand Registrations in respect of the Registrable Securities held by the Target Parties.

2.2.2 Effective Registration. A Registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.2.3 Underwritten Demand Registration. If the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Demand Registration. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by the holders initiating the Demand Registration, and subject to the approval of the Company. The parties agree that, in order to be effected, any Underwritten Demand Registration must result (i) in aggregate proceeds to the selling holders of at least $50,000,000 or (ii) the holders exercising the demand no longer holding any Registrable Securities.

2.2.4 Reduction of Offering. If the managing Underwriter or Underwriters for an Underwritten Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that, in such Underwriter's or Underwriters' opinion, the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other Company Shares or other securities which the Company desires to sell and the Company Shares, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other shareholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of shares that each such person has requested be included in such registration, regardless of the number of shares held by each such person (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the Company Shares or other securities that the Company desires to sell and (iii) to the extent that the Maximum Number of Shares have not been reached under the foregoing clauses (i) and (ii), any Company Shares or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, as to which "piggy-back" registration has been requested by the holders thereof that can be sold without exceeding the Maximum Number of Shares.

2.2.5 Withdrawal. If a majority-in-interest of the Demanding Holders disapprove of the terms of any underwritten offering or are not entitled to include all of their Registrable Securities requested for inclusion in any underwritten offering, such majority-in-interest of the Demanding Holders may elect to withdraw from any Demand Registration by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders withdraws from a proposed, then either the Demanding Holders shall reimburse the Company for the costs associated with the withdrawn registration (in which case such registration shall not count as a Demand Registration provided for in Section 2.2.1) or the withdrawn registration shall count as a Demand Registration provided for in Section 2.2.1.

2.3 Piggy-Back Registration.

2.3.1 Piggy-Back Rights. If, at any time after the expiration of any lock-up to which an Investor's Registrable Securities are subject, and subject to compliance by such Investor with Section 3.4, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for shareholders of the Company for their account (or by the Company and by shareholders of the Company including, without limitation, pursuant to Section 2.2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five days following receipt of such notice (a "**Piggy-Back Registration**"). The foregoing rights shall not be available to any Investor at such time as (x) there is an effective Resale Shelf Registration Statement available for the resale of the Registrable Securities pursuant to Section 2.1, (y) such Registration is solely to be used for the offering of securities by the Company for its own account and (z) no other shareholder of the Company is entitled to participate in such Registration. The Company shall cause such Registrable Securities to be included in such registration and shall use its reasonable best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the

Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.3.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of Company Shares which the Company desires to sell, taken together with Company Shares, if any, as to which registration has been demanded pursuant to written contractual arrangements with persons other than the holders of Registrable Securities hereunder and the Registrable Securities as to which registration has been requested under this Section 2.3, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

(a) If the registration is undertaken for the Company's account: (A) first, the Company Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Company Shares or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares, Pro Rata; and (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Company Shares or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares; and

(b) If the registration is a "demand" registration undertaken at the demand of persons other than either the holders of Registrable Securities or the Company, (A) first, the Company Shares or other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Company Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Company Shares or other securities, if any, comprised of Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the Company Shares or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.

2.3.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement, if such offering is pursuant to a Demand Registration, or prior to the public announcement of the offering, if such offering is pursuant to an Underwritten Takedown. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.3.4 Unlimited Piggy-Back Registration Rights. For purposes of clarity, any Registration effected pursuant to this Section 2.3 shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.2.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall use its reasonable best efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.2, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its reasonable best efforts to cause such Registration Statement to become effective and use its reasonable best efforts to keep it effective for the Effectiveness Period; provided, however, that the Company shall have the right to defer any Demand Registration for up to 180 days, and any Piggy-Back Registration for such period as may be applicable to deferment of any Demand Registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the Chief Executive Officer or Chairman of the Company stating that, in the good faith judgment of the Board of Directors of the Company (the "**Company Board**"), it would be materially detrimental to the Company and its shareholders for such Registration Statement to be effected at such time; provided, further, that the Company shall not invoke such right on more than three occasions or for more than sixty (60) consecutive calendar days, or more than one hundred and twenty (120) total calendar days, in each case during any twelve-month period.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until the earliest of the following: (i) the date on which all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn and (ii) the date on which all Registrable Securities and other securities covered by such Registration Statement have ceased to be Registrable Securities (the "**Effectiveness Period**").

3.1.4 Participation. The Company shall permit a representative of the Investors (such representative to be selected by a majority of the participating Investors), the Underwriters, if any, and any attorney and accountant selected by such Investors or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and shall cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters agree to confidentiality arrangements reasonably satisfactory to the Company, prior to the release or disclosure of any such information.

3.1.5 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than three Business Days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within five Business Days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon.

3.1.6 Securities Laws Compliance. The Company shall use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.7 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement, and the representations, warranties and covenants of the holders of Registrable Securities included in such registration statement in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the Company.

3.1.8 Comfort Letter. In the event of an Underwritten Takedown or an Underwritten Demand Registration, the Company shall obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an underwritten offering, and a customary "bring-down" thereof, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating holders.

3.1.9 Opinions and Negative Assurance Letter. In the event of an Underwritten Takedown or an Underwritten Demand Registration, on the date the Registrable Securities are delivered for sale pursuant to any Registration, the Company shall obtain an opinion and negative assurances letter, each dated such date, of one counsel representing the Company for the purposes of such Registration, including an opinion of local counsel if applicable, addressed to the holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to such Registration in respect of which such opinion is being given as the holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions, and reasonably satisfactory to a majority in interest of the participating holders.

3.1.10 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.11 Transfer Agent. The Company shall provide and maintain a transfer agent and registrar for the Registrable Securities.

3.1.12 Records. Upon execution of confidentiality agreements, the Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any of them in connection with such Registration Statement.

3.1.13 Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as practicable, an earnings statement covering a period of twelve months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.14 Road Show. If an offering pursuant to this Agreement is conducted as an Underwritten Takedown or an Underwritten Demand Registration and involves Registrable Securities with an aggregate offering price (before deduction of underwriting discounts) that exceeds $50,000,000, the Company shall use commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such offering.

3.1.15 Listing. The Company shall use its reasonable best efforts to cause all Registrable Securities included in any Registration Statement to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.5(iv), or, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company Board, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.5(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. The foregoing right to delay or suspend may be exercised by the Company for no longer than 180 days in any 12-month period.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with the Resale Shelf Registration Statement pursuant to Section 2.1, any Demand Registration pursuant to Section 2.2.1, any underwritten Takedown pursuant to Section 2.1.5 or any Piggy-Back Registration pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.15; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company; (viii) the fees and expenses of any special experts retained by the Company in connection with such registration and (ix) the reasonable fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration, not to exceed $75,000. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders, but the Company shall pay any underwriting discounts or selling commissions attributable to the securities it sells for its own account.

3.4 Information. The holders of Registrable Securities shall promptly provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with the Company's obligation to comply with Federal and applicable state securities laws.

3.5 Other Obligations. At any time and from time to time after the expiration of anylock-up to which such Company Shares are subject, in connection with a sale or transfer of Registrable Securities exempt from registration under the Securities Act or through any broker-dealer transactions described in the plan of distribution set forth within any prospectus and pursuant to the Registration Statement of which such prospectus forms a part, the Company shall, subject to the receipt of customary documentation required from the applicable holders in connection therewith, (i) promptly instruct its transfer agent to remove any restrictive legends applicable to the Registrable Securities being sold or transferred and (ii) cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection with the instruction under subclause (i). In addition, the Company shall cooperate reasonably with, and take such customary actions as may reasonably be requested by such holders in connection with the aforementioned sales or transfers; provided, however, that the Company shall have no obligation to participate in any "road shows" or assist with the preparation of any offering memoranda or related documentation with respect to any sale or transfer of Registrable Securities in any transaction that does not constitute an Underwritten Takedown or an Underwritten Demand Registration.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein, or is based on any selling holder's violation of the federal securities laws (including Regulation M) or failure to sell the Registrable Securities in accordance with the plan of distribution contained in the prospectus.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any Registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless the Company, each of its directors and officers, and each other selling holder and each other person, if any, who controls another selling holder within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, or is based on any selling holder's violation of the federal securities laws (including Regulation M) or failure to sell the Registrable Securities in accordance with the plan of distribution contained in the prospectus, and shall reimburse the Company, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Sections 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel, which counsel is reasonably acceptable to the Indemnifying Party) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5. UNDERWRITING AND DISTRIBUTION; LOCKUP.

5.1 Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

5.2 Lockup. Each Sponsor Party agrees that the Company Shares (not including PIPE Shares) Beneficially Owned or owned of record by such Sponsor Party may not be transferred, assigned or sold (except to certain Permitted Transferees as described in this Agreement) (the "**Lockup**") until the first to occur of (1) one year after the Closing, (2) such time, if any, as the closing price of the Company Shares equals or exceeds $12.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing, and (3) the date following the Closing Date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their Company Shares for cash, securities or other property. The restrictions set forth in this Section 5.2 shall not apply to Transfers made: (i) pursuant to a bona fide gift or charitable contribution; (ii) by will or intestate succession upon the death of Sponsor Party; (iii) to any Permitted Transferee; (iv) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of marriage or civil union; or (v) in the event of the Company's completion of a liquidation, merger, share exchange or other similar transaction which results in all of its shareholders having the right to exchange their Company Shares for cash, securities or other property; provided that, in the case of (i), (ii), (iii) or (iv), (A) the recipient of such Transfer must enter into a written agreement agreeing to be bound by the terms of this Agreement, including the transfer restrictions set forth in this Section 5.2 and (B)(x) no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership of shares shall be required or shall be voluntarily made during the Lockup period described above and (y) such transfer or disposition shall not involve a disposition for value. "**Permitted Transferee**" means (a) the members of a Sponsor Party's immediate family (where "immediate family" means, with respect to any natural person, any of the following: such person's spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses and siblings); (b) any trust for the direct or indirect benefit of a Sponsor Party or the immediate family of a Sponsor Party; (c) if a Sponsor Party is a trust, to the trustor or beneficiary of such trust or to the estate of a beneficiary of such trust; (d) any officer, director, general partner, limited partner, shareholder, member, or owner of similar equity interests in a Sponsor Party or any affiliate of a Sponsor Party; (e) any affiliate of a Sponsor Party or (f) any affiliate of an immediate family of a Sponsor Party.

6. BOARD OF DIRECTORS.

6.1 Composition of the Board. At the Closing, the Company and each of the Investors who are then serving on the Board as a director shall take all Necessary Action to cause the Board to be comprised of seven (7) directors and provide for the following individuals to be nominated for election to the Board in accordance with this Section 6: Theresa Condor, Stephen Messer, Jack Pearlstein, Peter Platzer, Will Porteous and two (2) vacancies;

6.2 Sponsor Director; Independent Directors.

6.2.1 Until the earlier to occur of (a) the expiration of the initial term of Jack Pearlstein as a Class II Director pursuant to Section 6.3 and (b) the Sponsor Parties ceasing to collectively Beneficially Own, directly or indirectly, at least fifty percent (50%) of the number of Company Shares (not including PIPE Shares) Beneficially Owned by the Sponsor Parties as of immediately after the Closing, the Company and each of the Investors who are then serving on the Board as a director shall take all Necessary Action to cause one (1) individual designated by Sponsor, who shall be reasonably acceptable to a majority of the other members of the Board then serving, to be nominated for election to the Board as a Class II Director (the "**Sponsor Director**"). Jack Pearlstein shall serve as the initial Sponsor Director.

6.2.2 Prior to the one (1)-year anniversary of the Closing, the chief executive officer of the Company, following consultation with the other members of the Board, shall designate two (2) individuals to serve as members of the Board, each of whom shall satisfy the independence requirements of the New York Stock Exchange. The Company and each of the Investors who are then serving on the Board as director shall take all Necessary Action to nominate or cause the Board to appoint, as applicable, such individuals as promptly as practicable after such designation (and in any event prior to the next meeting or action of the Board or applicable committee).

6.3 Classified Board. At the Closing, the Company and each of the Investors then serving as directors shall take all Necessary Action to cause the Board to be divided into three classes pursuant to the Company's Certificate of Incorporation as follows: Stephen Messer and Peter Platzer shall each serve as a Class I Director, the Sponsor Director and Will Porteous shall each serve as a Class II Director, and Theresa Condor shall serve as a Class III Director.

6.4 Chairman. At the Closing, the Investors who are then serving on the Board as a director shall designate Peter Platzer as Chairman of the Board.

6.5 Removal; Vacancy. For so long as the Sponsor remains entitled to designate the Sponsor Director for nomination pursuant to Section 6.2.1, (a) the Sponsor Director hereby agrees to resign from the Board promptly upon the receipt of a notice from the Sponsor directing him or her to resign, and (b) the Sponsor shall have the exclusive right to designate the Sponsor Director for nomination to the Board to fill vacancies created by reason of death, removal or resignation of a Sponsor Director. No Investor shall take any action to remove the Sponsor Director unless such removal is for cause or if the Sponsor is no longer entitled to nominate such director pursuant to Section 6.2.1. At such time as the Sponsor is no longer entitled to nominate a director to the Board pursuant to Section 6.2.1, the Sponsor shall take all Necessary Action to cause the Sponsor Director to tender his or her resignation.

6.6 Committees. In accordance with Certificate of Incorporation and bylaws of the Company, (a) the Board shall establish and maintain committees of the Board for Audit, Compensation, and Nominating and Corporate Governance, and (b) the Board may from time to time by resolution establish and maintain other committees of the Board. Subject to applicable Laws and stock exchange regulations, and subject to requisite independence requirements applicable to such committee, for so long as the Sponsor remains entitled to nominate a Sponsor Director pursuant to Section 6.2.1, the Sponsor Director will have the option of serving on each committee of the Board and the Company and each Investor then serving as a director shall take all Necessary Action to have the Sponsor Director appointed to each committee of the Board on which the Sponsor Director so elects to serve.

6.7 Reimbursement of Expenses. The Company shall reimburse the members of the Board for all reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof in accordance with the Company's internal policies, as amended from time to time.

6.8 Indemnification. For so long as any Board member serves as a director of the Company, the Company shall not amend, alter or repeal any right to indemnification or exculpation covering or benefiting such director as and to the extent consistent with applicable Law, the Certificate of Incorporation, the bylaws of the Company and any indemnification agreements with such director (whether such right is contained in the organizational documents of the Company or another document), except to the extent such amendment or alteration permits the Company to provide broader indemnification or exculpation rights on a retroactive basis than permitted prior thereto.

6.9 Review of Nominees. Any director nominee shall be subject to the Company's customary due diligence process, including its review of a completed questionnaire and a background check. Based on the foregoing, the Company may reasonably object to any such nominee within fifteen (15) days of receiving such completed questionnaire and background check authorization, (a) provided it does so in good faith and (b) solely to the extent such objection is based upon any of the following: (i) such nominee was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (ii) such nominee was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated of any court of competent jurisdiction, permanently or temporarily enjoining such proposed director from, or otherwise limiting his or her ability to, engage in (A) any type of business practice or (B) any activity in connection with the purchase or sale of any security or in connection with any violation of federal or state securities laws; (iii) such nominee was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than sixty (60) days the right of such person to engage in any activity described in clause (ii)(B), or to be associated with persons engaged in such activity; (iv) such nominee was found by a court of competent jurisdiction in a civil action or by the Commission to have violated any federal or state securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended or vacated; or (v) such nominee was the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to a violation of any federal or state securities laws or regulations. In the event the Board reasonably finds any such nominee to be unsuitable based upon one or more of the foregoing clauses (i) through (v) and reasonably objects to such nominated director, the party(ies) that nominated such nominee shall be entitled to propose a different nominee to the Board within thirty (30) days of the Company's notice to such party(ies) of its objection to such nominee and such replacement nominee shall be subject to the review process outlined in this Section 6.9.

6.10 Sharing of Information. To the extent permitted by antitrust, competition or any other applicable Law, each of the Company and the Investors agree and acknowledge that the Sponsor Director may share confidential, non-public information about the Company and its subsidiaries ("**Confidential Information**") with the Sponsor, as applicable. Each of the Investors recognizes that it, or its Affiliates and Representatives, has acquired or will acquire Confidential Information the use or disclosure of which could cause the Company substantial loss and damages that could not be readily calculated and for which no remedy at Law would be adequate. Accordingly, each of the Investors covenants and agrees with the Company that it will not (and will cause its respective Affiliates and Representatives not to) at any time, except with the prior written consent of the Company, directly or indirectly, disclose any Confidential Information known to it to any third party, unless (a) such information becomes known to the public through no fault of such party, (b) disclosure is required by applicable Law (including any filing following the Closing Date with the Commission pursuant to applicable securities laws) or court of competent jurisdiction or requested by a Governmental Authority; provided that (other than in the case of any required filing following the Closing Date with the Commission or in connection with any routine audit or examination as described below) such party promptly notifies the Company of such requirement or request and takes commercially reasonable steps, at the sole cost and expense of the Company, to minimize the extent of any such required disclosure, (c) such information was available or becomes available to such party before, on or after the date of this Agreement, without restriction, from a source (other than the Company) without any breach of duty to the Company or (d) such information was independently developed by such party or its Representatives without the use of the Confidential Information. Notwithstanding the foregoing, nothing in this Agreement shall prohibit any of the Investors from disclosing Confidential Information (i) to any Affiliate, Representative, limited partner, member or shareholder of such party; provided that such Person shall be bound by an obligation of confidentiality with respect to such Confidential Information and such party shall be responsible for any breach of this Section 6.10 by any such Person or (ii) if such disclosure is made to a Governmental Authority with jurisdiction over such party in connection with a routine audit or examination that is not specifically directed at the Company or the Confidential Information; provided that such party shall request that confidential treatment be accorded to any information so disclosed. No Confidential Information shall be deemed to be provided to any Person, including any Affiliate of an Investor, unless such Confidential Information is actually provided to such Person.

7. MISCELLANEOUS.

7.1 Other Registration Rights and Arrangements. The Company represents and warrants that, as of the Closing, no person, other than the Investors and the PIPE Investors, has any right to require the Company to register any Company Shares for sale or to include any Company Shares in any registration filed by the Company for the sale of shares for its own account or for the account of any other person. Subject to, and conditioned upon, the occurrence of the Closing, the parties hereby terminate the Prior Agreement effective as of the Closing, and from and after the Closing, the Prior Agreement shall be of no further force and effect and shall thereupon hereby be superseded and replaced in its entirety by this Agreement. The Company shall not hereafter enter into any agreement with respect to its equity securities that is inconsistent with or violates the rights granted to the Investors set forth in this Agreement and in the event of any conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

7.2 Assignment; No Third-Party Beneficiaries.

7.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto, other than as expressly set forth in Section 4 and this Section 7.2.

7.2.2 The rights of an Investor under this Agreement with respect to such Investor's Registrable Securities may be transferred or assigned by such Investor only to a transferee who acquires such Investor's Registrable Securities; provided that such transferee must execute and deliver to the Company a properly completed agreement to be bound by the terms of this Agreement substantially in form attached hereto as Exhibit A (an "**Addendum Agreement**"), and the transferor shall have delivered to the Company no later than thirty days following the date of the transfer, written notification of such transfer setting forth the name of the transferor, the name and address of the transferee, and the number of Registrable Securities so transferred.

7.2.3 Any holder of two percent (2%) or more of the then-outstanding Company Class A Common Shares may, upon the written consent of the Company, become a party to this Agreement by executing and delivering a joinder agreement, in form and substance satisfactory to the Company, and thereafter shall be deemed an "Investor" for all purposes hereunder. Additionally, Joel Spark, Jeroen Cappaert and any executive officer of the Target may become party to this Agreement by executing and delivering a joinder agreement, in form and substance satisfactory to the Company, and thereafter shall be deemed a "Target Party" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

7.2.4 The execution of an Addendum Agreement shall constitute a permitted amendment of this Agreement and the party executing such Addendum Agreement shall be deemed to be an "Investor" with respect to Registrable Securities held by such party for all purposes hereunder.

7.3 Amendments and Modifications. Upon the written agreement of the Company and the Investors holding at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that (a) the provisions of Section 6 may be waived, amended or modified in a written agreement of (i) the Target Parties or their Permitted Transferees holding at least a majority in interest of the Registrable Securities held by all Target Parties and their Permitted Transferees at the time in question and (ii) Sponsor Parties or their Permitted Transferees holding at least a majority in interest of the Registrable Securities held by all Sponsor Parties and their Permitted Transferees at the time in question, without the consent of the Company, and (b) notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Investor, solely in his, her or its capacity as a holder of Company Shares (not including PIPE Shares) or Sponsor Warrants, in a manner that is materially different from the other Investors (solely in their capacities as holders of Company Shares (not including PIPE Shares) or Sponsor Warrants) shall require the consent of the Investor so affected. No course of dealing between any Investor or the Company and any other party hereto or any failure or delay on the part of an Investor or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of such Investor or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. Notwithstanding anything to the contrary herein, no provision of this Agreement may be, directly or indirectly, amended or modified to impose additional obligations on an Investor, and this sentence may not be amended, modified or deleted as applied to any Investor, without the prior written consent of such Investor.

7.4 Term. This Agreement shall automatically terminate upon the first to occur of (i) the twentieth anniversary of the date of the Closing or (ii) the date on which there shall be no Registrable Securities outstanding; provided that, with respect to any Investor, such Investor will have no rights under this Agreement and all obligations of the Company to such Investor under this Agreement shall terminate upon the earlier of (x) the date such Investor holds no Registrable Securities or (y) if such Investor is a director or executive officer of the Company or the Company, the date such Investor no longer serves as a director or executive officer of the Company or the Company. Notwithstanding the foregoing, this Agreement shall terminate and shall be of no further force and effect if, and at such time, if any, as, the Business Combination Agreement is terminated in accordance with its terms prior to the Closing.

7.5 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by facsimile or email, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given (i) on the date of service or transmission if personally served or transmitted by telegram, telex or facsimile; provided that if such service or transmission is not on a Business Day or is after normal business hours, then such notice shall be deemed given on the next Business Day or (ii) one Business Day after being deposited with a reputable courier service with an order for next-day delivery, to the parties as follows:

If to the Company:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191
Attn: Jack Pearlstein
Email: jack@navsight.com

With a copy to:

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

If to an Investor:

To the address set forth under such Investor's signature to this Agreement.

7.6 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

7.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

7.8 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written, including, without limitation, the Prior Agreement (but subject to, and conditioned upon, the occurrence of the Closing).

7.9 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

COMPANY

NavSight Holdings, Inc.

By: ____________________________
Name: Jack Pearlstein
Its: Chief Financial Officer

SIGNATURE PAGE TO INVESTOR RIGHTS AGREEMENT

INVESTORS:

SIX4 HOLDINGS, LLC

By: ______________________
Name: Jack Pearlstein
Its: Manager

Address: ______________________
____

Email: ______________________

____
Gilman Louie

Address: ______________________

____

Email: ______________________

____
Ambassador Henry Crumpton

Address: ______________________

____

Email: ______________________

____
Jack Pearlstein

Address: ______________________

____

Email: ______________________

INVESTORS (cont'd):

____

Robert Coleman

Address: ________________________________

Email: ________________________________

____

William Crowell

Address: ________________________________

____

Email: ________________________________

INVESTORS (cont'd):

BESSEMER VENTURES PARTNERS IX L.P.
BESSEMER VENTURE PARTNERS IX
INSTITUTIONAL L.P.

By: Deer IX & Co. L.P., their General Partner
By: Deer IX & Co. Ltd., its General Partner

By: ________________________
Name: Scott Ring
Title: General Counsel

INVESTORS (cont'd):

____

JEROEN CAPPAERT

INVESTORS (cont'd):

____

THERESA CONDOR

INVESTORS (cont'd):

GLOBAL PUBLIC OFFERING MASTER FUND, LP

by its general partner, Global Public Offering Fund GP, LLC

By: ______________________________
Name: Key Compton
Title: Director of Urgent International Inc., managing member of Global Public Offering Fund GP, LLC

INVESTORS (cont'd):

____

STEPHEN MESSER

INVESTORS (cont'd):

____

PETER PLATZER

INVESTORS (cont'd):

____
WILL PORTEOUS

INVESTORS (cont'd):

____

Peter Platzer

Address: ________________________________

____

Facsimile: ________________________________

____

Theresa Condor

Address: ________________________________

____

Facsimile: ________________________________

____

Will Porteous

Address: ________________________________

____

Facsimile: ________________________________

____

Stephen Messer

Address: ________________________________

____

Facsimile: ________________________________

INVESTORS (cont'd):

RRE LEADERS FUND, LP

By: RRE Leaders GP, LLC

By: ______________________________
Name: Will Porteous
Title: General Partner & COO

RRE VENTURES V, L.P.

By: RRE Ventures GP V, LLC, its General Partner

By: ______________________________
Name: Will Porteous
Title: General Partner & COO

INVESTORS (cont'd):

____

JOEL SPARK

INVESTORS (cont'd):

ZEPHIR WORLDWIDE LLC

By: ______________________________

Name: Stephen Messer
Title: co founder

SCHEDULE I

Sponsor Parties

Gilman Louie

Ambassador Henry Crumpton

Jack Pearlstein

Robert Coleman

William Crowell

Six4 Holdings, LLC

SCHEDULE II

Target Parties

Peter Platzer

Theresa Condor

Will Porteous

Stephen Messer

EXHIBIT A

Addendum Agreement

This Addendum Agreement ("**Addendum Agreement**") is executed on __________________, by the undersigned (the '**New Holder**") pursuant to the terms of that certain Investor Rights Agreement, dated as of [—], 2021, by and among NavSight Holdings, Inc. and the Investors identified therein (as amended, restated, supplemented, or otherwise modified from time to time, the "**Agreement**"). Capitalized terms used but not defined in this Addendum Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Addendum Agreement, the New Holder agrees as follows:

1. Acknowledgment. New Holder acknowledges that New Holder is acquiring certain shares of Class A common stock of the Company (the "**Shares**") as a transferee of such Shares from a party in such party's capacity as a holder of Registrable Securities under the Agreement, and after such transfer, New Holder shall be considered an "Investor" and a holder of Registrable Securities for all purposes under the Agreement.

2. Agreement. New Holder hereby (a) agrees that the Shares shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if the New Holder were originally a party thereto.

3. Notice. Any notice required or permitted by the Agreement shall be given to New Holder at the address or facsimile number listed below New Holder's signature below.

NEW HOLDER:

[—]

By: ______________________
Name: ______________________
Its: ______________________
Address: ______________________

____
Facsimile: ______________________

Acknowledged and agreed:

NavSight Holdings, Inc.

By: ______________________
Name: ______________________
Its: ______________________

Exhibit 10.4

SUBSCRIPTION AGREEMENT

NavSight Holdings, Inc.
12020 Sunrise Valley Drive
Suite 100
Reston, Virginia 20191

Ladies and Gentlemen:

In connection with the proposed business combination (the "Transaction") between NavSight Holdings, Inc., a Delaware corporation ("SPAC"), and Spire Global Inc., a Delaware corporation (the "Company"), and pursuant to a business combination agreement (the "Transaction Agreement") to be entered into among SPAC, the Company, and NavSight Merger Sub Inc. a Delaware corporation and wholly-owned subsidiary of SPAC formed for the purpose of consummating such business combination ("Merger Sub"), SPAC is seeking commitments from interested investors to subscribe for newly issued shares of Class A common stock, par value $0.0001 per share (the "Shares"), of SPAC, for a subscription price of $10.00 per share (the "Subscription"). The aggregate subscription price to be paid by the undersigned (the "Investor") for the subscribed Shares (as set forth on the signature page hereto) is referred to herein as the "Subscription Amount."

Certain other "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act")) or institutional "accredited investors" (as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) (each, an "Other Investor") have, severally and not jointly, entered into separate subscription agreements with SPAC (the "Other Subscription Agreements"), pursuant to which such investors have agreed to purchase Shares at the same per share purchase price as the Investor, and the aggregate amount of securities to be sold by SPAC pursuant to this Subscription Agreement and the Other Subscription Agreements equals, as of the date hereof, 24,500,000 Shares. Neither Placement Agent shall engage or participate in any communication or other activities with respect to any potential purchasers in any offer or sale of securities that are (a) "retail customers", as defined in Regulation Best Interest promulgated under the Exchange Act ("Regulation Best Interest"), and/or (b) not "institutional accounts", as defined in FINRA Rule 4512(c), (such investors, the "Excluded Investors"), and neither Placement Agent shall have any liability or responsibility with respect to, nor receive any fee in connection with the offering and sale of, any of the Securities that are offered or sold to any Excluded Investors (any such offer or sale, an "Excluded Investor Private Placement"). For purposes of clarity, any Investor who is a natural person shall be included within the definition of Excluded Investor.

In connection therewith, and in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, set forth herein, and intending to be legally bound hereby, the Investor and SPAC agree as follows:

1. Subscription. The Investor hereby subscribes for, and SPAC agrees to issue and sell to Investor, such number of Shares as is set forth on the signature page of this subscription agreement (the "Subscription Agreement") on the terms, and subject to the conditions provided for herein. The Investor understands and agrees that the Investor's subscription for the Shares shall be deemed to be accepted by SPAC when this Subscription Agreement is signed by a duly authorized person by or on behalf of SPAC, on the date hereof.

2. Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 3 below, the closing of the Subscription contemplated hereby (the "Closing") shall occur on the date of, and substantially concurrently with and conditioned upon, the effectiveness and closing of the Transaction and immediately prior to the Effective Time (as defined in the Transaction Agreement) (the "Closing Date"). Upon delivery of written notice from (or on behalf of) SPAC to the Investor (the "Closing Notice"), that

SPAC reasonably expects all conditions to the closing of the Transaction to be satisfied or waived on a date that is not less than five (5) business days from the date on which the Closing Notice is delivered to the Investor, the Investor shall deliver to SPAC, three (3) business days prior to the closing date specified in the Closing Notice (the "Scheduled Closing Date"), to be held in escrow, the Subscription Amount by wire transfer of United States dollars in immediately available funds to the account(s) specified by SPAC in the Closing Notice. On the Closing Date, SPAC shall issue the Shares to the Investor, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or applicable securities laws), and subsequently cause the Shares to be registered in book entry form in the name of the Investor on SPAC's share register, and the Subscription Amount shall be released from escrow automatically without any further action by SPAC or the Investor. In the event the Closing does not occur within three (3) business days of the Scheduled Closing Date, SPAC shall promptly (but not later than two (2) business days thereafter) return the Subscription Amount to the Investor. For the avoidance of doubt, the return of any Subscription Amount in connection with a delay in the Scheduled Closing Date shall not relieve the Investor of its obligations to pay the Subscription Amount on the date set forth in a revised Closing Notice and to otherwise comply with the terms and conditions of this Subscription Agreement. For purposes of this Subscription Agreement, "business day" shall mean any day other than (a) any Saturday or Sunday or (b) any other day on which banks located in New York, New York are required or authorized by applicable law to be closed for business.

3. Closing Conditions.

a. The obligation of the parties hereto to consummate the issuance and subscription of the Shares pursuant to this Subscription Agreement is subject to the satisfaction or waiver (if permitted by law) of the following conditions:

(i) there shall not be in force any Governmental Order (as defined in the Transaction Agreement), statute, rule or regulation enjoining or prohibiting the consummation of the Transaction or the transactions contemplated hereby; and

(ii) all conditions precedent to the closing of the Transaction under the Transaction Agreement shall have been satisfied (as determined by the parties to the Transaction Agreement) or waived, other than those conditions under the Transaction Agreement that, by their nature, are to be satisfied at the closing of the Transaction, including to the extent that any such condition is dependent upon the substantially concurrent consummation of the issuance and subscription of the Shares pursuant to this Subscription Agreement.

b. The obligation of SPAC to consummate the issuance of the Shares pursuant to this Subscription Agreement shall be subject to the satisfaction or waiver of the conditions that (i) all representations and warranties of the Investor contained in this Subscription Agreement are true and correct in all material respects at and as of the Closing Date, and consummation of the Closing shall constitute a reaffirmation by the Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Subscription Agreement as of the Closing Date (except for such representations and warranties with respect to a specified date, which shall be true and correct as of such specified date) and (ii) Investor shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by Investor at or prior to the Closing.

c. The obligation of the Investor to consummate the subscription of the Shares pursuant to this Subscription Agreement shall be subject to the satisfaction or waiver of the conditions that (i) all representations and warranties of SPAC contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined herein), which representations and warranties shall be true in all respects) at and as of the Closing Date, and consummation of the Closing shall constitute a reaffirmation by SPAC of each of the representations, warranties, covenants and agreements of the SPAC contained in this Subscription Agreement as of the Closing Date, (ii) SPAC shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by SPAC at or prior to the Closing, (iii) Transaction Agreement (as the same exists on the date hereof as provided to the Investor) shall not have been amended or modified, and no waiver shall have occurred thereunder , that would reasonably be expected to materially and adversely affect the economic benefits that the Investor would reasonably expect to receive under this Agreement without having received Investor's prior written consent; (iv) no suspension of the qualification of the Shares for offering or sale or trading in any jurisdiction shall have occurred, and the NYSE (as defined below) shall have conditionally authorized, subject to official notice of issuance, the listing of the Shares acquired hereunder, and (y) there shall have been no amendment, waiver or modification to the Other Subscription Agreements that materially benefits any such Other Investor thereunder unless the Investor has been offered substantially the same benefits.

4. Further Assurances. At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

5. SPAC Representations and Warranties. SPAC represents and warrants to the Investor that:

a. SPAC is duly incorporated, validly existing, and in good standing under the laws of the State of Delaware, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

b. As of the Closing Date, the Shares will be duly authorized and, when issued and delivered to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under SPAC's certificate of incorporation, bylaws, or other organizational documents (each as amended to the Closing Date) or under the laws of the State of Delaware.

c. This Subscription Agreement has been duly authorized, executed and delivered by SPAC and, assuming that this Subscription Agreement constitutes the valid and binding agreement of the Investor, this Subscription Agreement is enforceable against SPAC in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) general principles of equity, whether considered at law or equity.

d. The execution and delivery of, and the performance of the transactions contemplated by this Subscription Agreement, including the issuance of the Shares and the compliance by SPAC with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of SPAC or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which SPAC or any of its subsidiaries is a party or by which SPAC or any of its subsidiaries is bound or to which any of the property or assets of SPAC is subject that would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of SPAC and its subsidiaries, taken as a whole (a "Material Adverse Effect") or materially affect the validity of the Shares or the legal authority of SPAC to comply in all material respects with the terms of this Subscription Agreement; (ii) result in any violation of the provisions of the organizational documents of SPAC; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over SPAC, its subsidiaries, or any of their properties that would reasonably be expected to have a Material Adverse Effect or materially affect the validity of the Shares or the legal authority of SPAC to comply in all material respects with this Subscription Agreement.

e. Concurrently with the execution and delivery of this Subscription Agreement, SPAC is entering into the Other Subscription Agreements providing for the sale of an aggregate of 24,500,000 Shares for an aggregate purchase price of $245,000,000 (including the Shares purchased and sold under this Subscription Agreement). There are no Other Subscription Agreements, side letter agreements or other agreements or understandings (including written summaries of any oral understandings) with any Other Investor (collectively, the "PIPE Agreements") which include terms and conditions that are more advantageous to any such Other Investor (as compared to Investor) other than such PIPE Agreements containing any of the following: (i) any rights or benefits granted to an Other Investor in connection with such Other Investor's compliance with any law, regulation or policy specifically applicable to such Other Investor or in connection with the taxable status of an Other Investor, (ii) any rights or benefits which are personal to an Other Investor based solely on its place of organization or headquarters, organizational form of, or other particular restrictions applicable to, such Other Investor, (iii) any rights with respect to the confidentiality or disclosure of an Other Investor's identity, or (iv) any rights or benefits granted to SPAC, the sponsor of SPAC, the Company or any of their respective Affiliates or any of their respective partners, members, shareholders, employees or agents.

f. Assuming the accuracy of the Investor's representations and warranties set forth in Section 6, no registration under the Securities Act is required for the offer and sale of the Shares by SPAC to the Investor hereunder. The Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

g. SPAC acknowledges and agrees that, notwithstanding anything herein to the contrary, the Shares may be pledged by Investor in connection with a bona fide margin agreement, which shall not be deemed to be a transfer, sale or assignment of the Shares hereunder, and Investor effecting a pledge of Shares shall not be required to provide SPAC with any notice thereof or otherwise make any delivery to SPAC pursuant to this Agreement. SPAC hereby agrees to execute and deliver such documentation as a pledgee of the Shares may reasonably request in connection with a pledge of the Shares to such pledgee by Investor.

h. As of their respective filing dates, all reports required to be filed by SPAC with the U.S. Securities and Exchange Commission (the "SEC") since September 9, 2020 (the "SEC Reports") complied in all material respects with the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC promulgated thereunder. None of the SEC Reports filed under the Exchange Act included, when filed or, if amended, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that SPAC makes no such representation or warranty with respect to any registration statement or any proxy statement/prospectus to be filed by SPAC with respect to the Transaction or any other information relating to the Company or any of its affiliates included in any SEC Report or filed as an exhibit thereto. SPAC has timely filed with the SEC each SEC Report that SPAC was required to file with the SEC. There are no material outstanding or unresolved comments in comment letters received by SPAC from the SEC (including from the staff of the Division of Corporation Finance of the SEC) with respect to any of the SEC Reports.

i. SPAC is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the issuance of the Shares pursuant to this Subscription Agreement, other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) the filings required in accordance with Section 12 of this Subscription Agreement; (iv) those required by the New York Stock Exchange ("NYSE"), including with respect to obtaining approval of SPAC's stockholders, and (v) the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

j. There are no securities or instruments issued by or to which SPAC is a party containing anti-dilution or similar provisions that will be triggered, and not fully waived by the holder of such securities or instruments pursuant to a written agreement or consent, by the issuance of the Shares pursuant to this Subscription Agreement or any Other Subscription Agreements.

k. SPAC is in compliance with all applicable laws, except where suchnon-compliance would not reasonably be expected to have a Material Adverse Effect. SPAC has not received any written communication from a governmental authority that alleges that SPAC is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

l. Assuming the accuracy of the Investor's representations and warranties set forth in Section 6 of this Subscription Agreement, no registration under the Securities Act of 1933, as amended (the "Securities Act"), is required for the offer and sale of the Shares by SPAC to the Investor and the Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

m. Neither SPAC nor any person acting on its behalf has offered or sold the Shares by any form of general solicitation or general advertising in violation of the Securities Act.

n. The issued and outstanding Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. There is no suit, action, proceeding or investigation pending or, to the knowledge of SPAC, threatened against SPAC by the NYSE or the SEC with respect to any intention by such entity to deregister the Shares or prohibit or terminate the listing of the Shares on the NYSE, excluding, for the purposes of clarity, the customary ongoing review by NYSE in connection with the Transaction, SPAC has taken no action that is designed to terminate the registration of the Shares under the Exchange Act prior to the Closing.

o. Except for such matters as have not had and would not reasonably be expected to have a Material Adverse Effect, there is no (i) suit, action, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of SPAC, threatened in writing against SPAC or (ii) judgment, decree, injunction, ruling or order of any governmental authority or arbitrator outstanding against SPAC.

p. SPAC is not under any obligation to pay any broker's fee or commission in connection with the sale of the Shares.

6. Investor Representations and Warranties. The Investor represents and warrants to SPAC that:

a. The Investor is an "accredited investor" (as described in Rule 501(a) under the Securities Act), in each case, satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Shares only for his, her or its own account and not for the account of others, or if the Investor is subscribing for the Shares as a fiduciary or agent for one or more investor accounts which is a qualified institutional buyer or accredited investor, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule A).

b. [Reserved]

c. The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act, except as required by Section 7 of this Subscription Agreement. The Investor acknowledges and agrees that the Shares may not be resold, transferred, or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to SPAC, a Permitted Transferee of the Investor or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book-entry positions representing the Shares shall contain a restrictive legend to such effect. As a result the Investor may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges that the Shares will not immediately be eligible for resale pursuant to Rule 144 promulgated under the Securities Act. The Investor understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares. "Permitted Transferee" means (a) the members of the Investor's immediate family (where "immediate family" means, with respect to any natural person, any of the following: such person's spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses and siblings) or (b) any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor.

d. The Investor's acquisition and holding of the Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

e. The Investor acknowledges and agrees that the Investor has had access to, and an adequate opportunity to review such financial and other information as the Investor deems necessary in order to make an investment decision with respect to the Shares, including, with respect to SPAC, Merger Sub, the Company, the Transaction and the business of the Company and its subsidiaries. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed SPAC's filings with the SEC that the Investor deems necessary. The Investor understands that the 2020 financial statements (interim and year-end) and other financial information (whether historical or in the form of financial forecasts or projections) for periods after December 31, 2019 about the Company have been prepared and reviewed solely by the Company and its officers and employees and have not been reviewed by any outside party or certified or audited by an independent third-party auditor or audit firm. The Investor represents and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information, including financial information, as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares. The Investor further acknowledges that the information provided to the Investor is preliminary and subject to change and that any changes to such information, including, without limitation, any changes based on updated information or changes in terms of the Transaction, shall in no way affect the Investor's obligation to subscribe for the Shares hereunder.

f. The Investor became aware of this offering of the Shares solely by means of direct contact between the Investor and SPAC or the Company as a result of a pre-existing substantive relationship (as interpreted in guidance from the SEC under the Securities Act), and the Shares were offered to the Investor solely by direct contact between the Investor and SPAC. The Investor did not become aware of this offering of the Shares, nor were the Shares offered to the Investor, by any other means. The Investor acknowledges that the SPAC represents that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, SPAC, the Company, the Placement Agents or their respective affiliates or any of its or their control persons, officers, directors, employees or representatives), other than the representations and warranties of SPAC contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in SPAC.

g. The Investor acknowledges that it is aware that there are substantial risks incident to the subscription and ownership of the Shares, including those set forth in SPAC's filings with the SEC. The Investor is able to fend for itself in the transactions contemplated herein; has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Shares; has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment; and has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision.

h. Alone, or together with any professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in SPAC. The Investor acknowledges specifically that a possibility of total loss exists.

i. In making its decision to subscribe for the Shares, the Investor has relied solely upon independent investigation made by the Investor and the SPAC's representations and warranties contained in this Subscription Agreement. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information provided by or on behalf of either Placement Agent or any of their respective affiliates or any of its or their respective control persons, officers, directors, employees or representatives concerning SPAC, Merger Sub, the Company, the Transaction, the Transaction Agreement, this Subscription Agreement or the transactions contemplated hereby or thereby, the Shares or the offer and sale of the Shares. No disclosure or offering document has been prepared in connection with the offer and sale of the Shares by either of the Placement Agents. The Placement Agents and their respective directors, officers, employees, representatives and controlling persons have made no independent investigation with respect to SPAC or the Shares or the accuracy, completeness or adequacy of any information supplied to the Investor by SPAC.

j. The Investor acknowledges that (i) SPAC, the Company and the Placement Agents currently may have, and later may come into possession of, information regarding SPAC or the Company that is not known to it and that may be material to a decision to enter into this transaction to purchase the Shares ("Excluded Information"), and (ii) the Investor has determined to enter into this transaction to purchase the Shares notwithstanding its lack of knowledge of the Excluded Information.

k. The Investor acknowledges that certain information provided to it was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The Investor acknowledges that such information and projections were prepared without the participation of the Placement Agents and that the Placement Agents do not assume responsibility for independent verification of, or the accuracy or completeness of, such information or projections.

l. The Investor understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

m. If the Investor is not a natural person, the Investor has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

n. The execution, delivery and performance by the Investor of this Subscription Agreement are within the powers of the Investor, and, if the Investor is not a natural person, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if the Investor is not a natural person, will not violate any provisions of the Investor's charter documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. Assuming that this Subscription Agreement constitutes the valid and binding agreement of SPAC, this Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) general principles of equity, whether considered at law or equity.

o. The Investor is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank . The Investor agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that the Investor is permitted to do so under applicable law. If the Investor is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), the Investor, directly or indirectly through a third-party administrator, maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. To the extent required, Investor, directly or indirectly through a third-party administrator, maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. To the extent required by applicable law, the Investor, directly or indirectly through a third-party administrator, maintains policies and procedures reasonably designed to ensure that the funds held by the Investor and used to subscribe for the Shares were legally derived.

p. Except as expressly disclosed in a Schedule 13D or Schedule 13G (or amendments thereto) filed by Investor with the SEC with respect to the beneficial ownership of Shares prior to the date hereof, the Investor is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of equity securities of SPAC (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

q. No disclosure or offering document has been prepared by Credit Suisse Securities (USA) LLC, BofA Securities, Inc. or any of their respective affiliates (collectively, the "Placement Agents") in connection with the offer and issuance of the Shares. The Excluded Investor acknowledges that (i) neither Placement Agent is participating in such Excluded Investor Private Placement nor is either of them making any recommendation to the Excluded Investors in respect of any Excluded Investor Private Placement, and (ii) the Excluded Investors are not deemed to be "retail investors" or "retail customers" of either Placement Agent for purposes of either SEC Form CRS or Regulation Best Interest.

r. No Placement Agent nor any of their respective directors, officers, employees, representatives and controlling persons have made any independent investigation with respect to SPAC or the Shares or the accuracy, completeness or adequacy of any information supplied to the Investor by SPAC.

s. In connection with the issuance and subscription of the Shares, no Placement Agent has acted as the Investor's financial advisor or fiduciary. The Investor has consulted its own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate and has made its own assessment and has satisfied itself concerning the relevant tax and other economic considerations relevant to its investment in the Shares. No Placement Agent has provided any recommendation or investment advice nor solicited any action from the Investor with respect to the offer and issuance of Shares.

t. The Investor has or has commitments to have, and at the Closing will have, sufficient funds to pay the Subscription Amount and consummate the issuance and subscription of the Shares when required pursuant to this Subscription Agreement.

u. The Investor understands that BofA Securities, Inc., one of the Placement Agents, is also acting as an advisor to the Company in connection with the Transaction.

v. As of the date of this Subscription Agreement, the Investor does not have, and during the thirty (30) day period immediately prior to the date of this Subscription Agreement, the Investor has not entered into, any "put equivalent position" as such term is defined in Rule 16a-1 under the Exchange Act or Short Sale positions with respect to the securities of the Company. For purposes of this Subscription Agreement, "Short Sales" shall include, without limitation all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

7. Registration Rights.

a. In the event that the Shares are not registered in connection with the consummation of the Transaction, SPAC agrees that, within forty-five (45) calendar days after the consummation of the Transaction, it will file with the SEC (at its sole cost and expense) a registration statement registering such resale (the "Registration Statement"), and it shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) ninety (90) calendar days after the filing thereof (or, in the event the SEC reviews and has written comments to the Registration Statement, the one hundred and twentieth (120^{th}) calendar day following the filing thereof) and (ii) the tenth (10th) business day after the date SPAC is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review ((i) and (ii) collectively, the "Effectiveness Deadline"); *provided,* that if such falls on a Saturday, Sunday or other day that the SEC is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business. SPAC's obligations to include the Shares issued pursuant to this Subscription Agreement (or shares issued in exchange therefor) for resale in the Registration Statement are contingent upon the Investor furnishing in writing to SPAC such information regarding the Investor, the securities of SPAC held by the Investor and the intended method of disposition of such Shares as shall be reasonably requested by SPAC to effect the registration of such Shares, and the Investor shall execute such documents in connection with such registration as SPAC may reasonably request that are customary of a selling stockholder in similar situations, including providing that SPAC shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder, provided that the Investor shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Shares.

b. In the case of the registration effected by SPAC pursuant to this Subscription Agreement, SPAC shall, upon reasonable request, inform the Investor as to the status of such registration, and shall:

(i) except for such times as SPAC is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which SPAC determines to obtain, continuously effective with respect to the Investor, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following: (i) the third anniversary of the Closing, (ii) the date on which the Investor ceases to hold any Shares issued pursuant to this Subscription Agreement, and (iii) on the first date on which the Investor can sell all of its Shares issued pursuant to this Subscription Agreement (or shares received in exchange therefor) under Rule 144 of the Securities Act within 90 days without limitation as to the manner of sale or the amount of such securities that may be sold and without the requirement for the SPAC to be in compliance with the current public information required under Rule 144(c)(1) or Rule 144()(2), as applicable (and the Investor agrees to disclose its ownership to SPAC upon request to assist it in making the above determination);

(ii) advise the Investor within five (5) business days (A) when a Registration Statement or any post-effective amendment thereto has become effective, (B) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose, (C) of the receipt by SPAC of any notification with respect to the suspension of the qualification of the Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (D) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading; provided that, notwithstanding anything herein to the contrary, SPAC shall not, when so advising the Investor of such events, provide the Investor with any material, nonpublic information regarding SPAC other than to the extent that providing notice to the Investor of the occurrence of the events listed in clauses (A) through (D) above constitutes material, nonpublic information regarding SPAC;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) upon the occurrence of any event contemplated in Section 7.b(ii)(D), except for such times as SPAC is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, SPAC shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to subscribers of the Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) use its commercially reasonable efforts to cause all Shares to be listed on each securities exchange or market, if any, on which SPAC's common stock is then listed;

(vi) for as long as the Investor holds Shares, use its commercially reasonable efforts to file all reports for so long as the condition in Rule 144(c)(1) (or Rule 144(i)(2), if applicable) is required to be satisfied, and provide all customary and reasonable cooperation, necessary to enable the Investor to sell the Shares under Rule 144; and

(vii) use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Shares contemplated hereby.

c. Notwithstanding anything to the contrary in this Subscription Agreement, SPAC shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require the Investor not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by SPAC or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event SPAC's board of directors reasonably believes, based upon the advice of external counsel, would require additional disclosure by SPAC in the Registration Statement of material information that SPAC has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of SPAC's board of directors, based upon the advice of external counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"); *provided*, *however*, that SPAC may not delay or suspend the Registration Statement for more than ninety (90) consecutive calendar days, or more than one hundred and twenty (120) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from SPAC of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, the Investor agrees that (i) it will immediately discontinue offers and sales of the Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Investor receives copies of a supplemental or amended prospectus (which SPAC agrees to promptly prepare upon the expiration of such Suspension Event) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by SPAC that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by SPAC unless otherwise required by law or subpoena. If so directed by SPAC, the Investor will deliver to SPAC or, in the Investor's sole discretion, destroy, all copies of the prospectus covering the Shares in the Investor's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Shares shall not apply (i) to the extent the Investor is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

Investor may deliver written notice (an "Opt-Out Notice") to the SPAC requesting that Investor not receive notices from the SPAC otherwise required by Section 7(c); provided, however, that Investor may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Investor (unless subsequently revoked), (i) the SPAC shall not deliver any such notices to Investor and Investor shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Investor's intended use of an effective Registration Statement, Investor will notify the SPAC in writing at least two (2) Business Days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 7(c)) and the related suspension period remains in effect, the Investor will so notify SPAC, within one (1) Business Day of Investor's notification to the SPAC, by delivering to Investor a copy of such previous notice of Suspension Event, and thereafter will provide Investor with the related notice of the conclusion of such Suspension Event promptly following its availability.

d. The Investor hereby agrees that, from the date of this Subscription Agreement and until the Closing (or earlier termination of this Subscription Agreement), no person or entity, while acting in connection with this Transaction and on behalf of the Investor or any of its controlled affiliates or pursuant to any understanding in connection with this Transaction with the Investor or any of its controlled affiliates, will engage in any Short Sales with respect to securities of SPAC that are owned by the Investor or the Investor's controlled affiliates. Solely for purposes of this Section 7(d), subject to the Investor's compliance with its obligations under the U.S. federal securities laws and the Investor's internal policies, (a) "Investor" shall not be deemed to include any employees, subsidiaries, desks, groups or affiliates of the Investor that are effectively walled off by appropriate "Fire Wall" information barriers approved by the Investor's legal or compliance department, and (b) the foregoing covenants of this Section 7(d) shall not apply to any transaction by or on behalf of the Investor that was effected without the advice or participation of persons in receipt of information regarding this Transaction, and (c) in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, this Section 7(d) shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscription Amount covered by this Subscription Agreement.

e. The legend described in Section 6(c) shall be removed and SPAC shall issue a certificate without such legend to the holder of the Shares or issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("DTC"), if (i) the Shares are registered for resale under the Securities Act, upon the sale thereof, (ii) in connection with a sale, assignment or other transfer, such holder provides SPAC with an opinion of counsel, in a form reasonably acceptable to SPAC, to the effect that such sale, assignment or transfer of the Shares may be made without registration under the applicable requirements of the Securities Act, or (iii) the Shares can be sold, assigned or transferred without restriction or current public information requirements pursuant to Rule 144, including any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and any requirement for SPAC to be in compliance with the current public information required under Rule 144(c) or 144(i), as applicable, and in each case, the holder provides SPAC with an undertaking to effect any sales or other transfers in accordance with the Securities Act. With respect to clause (i), while the Registration Statement is effective, SPAC shall cause its counsel, or counsel acceptable to the Transfer Agent, to issue to the Transfer Agent a "blanket" legal opinion to allow the legend on the Shares to be removed upon resale of the Shares pursuant to the effective Registration Statement in accordance with this Section 7. SPAC shall be responsible for the fees of the applicable transfer agent and all DTC fees associated with such issuance and the Investor shall be responsible for all other fees and expenses (including, without limitation, any applicable broker fees, feels and disbursements of their legal counsel and any applicable transfer taxes). To the extent required by the Transfer Agent, SPAC shall use commercially reasonable efforts to cause its legal counsel to deliver a customary opinion within two business days of the delivery of all reasonably necessary representations and other documentation from the Investor as reasonably requested by SPAC, its counsel or the transfer agent by the Investor to the Transfer Agent to the effect that the removal of the restrictive legend in such circumstances may be effected under the Securities Act.

f. The SPAC agrees to indemnify, to the extent permitted by law, the Investor (to the extent a seller under the Registration Statement), its directors, officers, partners, agents, managers, members stockholders and each person who controls the Investor (within the meaning of the Securities Act),), to the extent permitted by law, against all losses, claims, damages, liabilities and reasonable and documented out of pocket expenses (including reasonable and documented attorneys' fees of one law firm (and one firm of local counsel)) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement ("Prospectus") or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the SPAC by or on behalf of the Investor expressly for use therein.

8. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such date and time as the Transaction Agreement is terminated in accordance with its terms without the Transaction being consummated, (b) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, or (c) March 1, 2022 if the Closing has not occurred by such date; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such breach. SPAC shall notify the Investor of the termination of the Transaction Agreement promptly after the termination of such agreement, and any monies paid by the Investor to SPAC in connection herewith shall promptly (and in any event within one business day) following a termination be returned to the Investor without any deduction for or on account of any tax withholding or set-off.

9. Trust Account Waiver. The Investor acknowledges that SPAC is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving SPAC and one or more businesses or assets. The Investor further acknowledges that, as described in SPAC's prospectus relating to its initial public offering dated September 9, 2020 (the "IPO Prospectus") available at www.sec.gov, substantially all of SPAC's assets consist of the cash proceeds of SPAC's initial public offering and private placement of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of SPAC, its public shareholders and the underwriters of SPAC's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to SPAC to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the IPO Prospectus. For and in consideration of SPAC entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, the Investor hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account at any time for any reason whatsoever; provided, however, that nothing in this Section 9 shall (x) serve to limit or prohibit the Investor's right to pursue a claim against SPAC for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (y) serve to limit or prohibit any claims that the Investor may have in the future against SPAC's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (z) be deemed to limit the Investor's right, title, interest or claim to any monies held in the Trust Account by virtue of its record or beneficial ownership of Class A common stock shares of SPAC currently outstanding on the date hereof, pursuant to a validly exercised redemption right with respect to any such shares, except to the extent that the Investor has otherwise agreed with SPAC to not exercise such redemption right. This Section 9 shall survive any termination of this Subscription Agreement.

10. Miscellaneous.

a. Neither this Subscription Agreement nor any rights that may accrue to the parties hereunder (other than the Shares acquired hereunder, if any) may be transferred or assigned without the prior written consent of the other party hereto; provided that (i) this Subscription Agreement and any of the Investor's rights and obligations hereunder may be assigned to any fund or account managed by the same investment manager as the Investor or by an affiliate of such investment manager without the prior consent of SPAC, (ii) Investor may assign its rights and obligations under this Subscription Agreement to one or more of its affiliates or to other investment funds or accounts managed or advised by the investment manager who acts on behalf of Investor or an affiliate thereof, without the prior consent of the SPAC, provided that such assignee(s) agrees in writing to be bound by the terms hereof, and upon such assignment by Investor, the assignee(s) shall become Investor hereunder and have the rights and obligations and be deemed to make the representations and warranties of Investor provided for herein to the extent of such assignment and (iii) the Investor's rights under Section 7 may be assigned to an assignee or transferee of the Shares; provided further that prior to such assignment any such assignee shall agree in writing to be bound by the terms hereof; provided, that no assignment pursuant to this Section 10(a) shall relieve the Investor of its obligations hereunder, including any assignment to other investment funds or accounts managed or advised by the investment manager who acts on behalf of Investor or an affiliate thereof.

b. SPAC may request from the Investor such additional information as SPAC may deem necessary to evaluate the eligibility of the Investor to acquire the Shares, and the Investor shall promptly provide such information as may reasonably be requested; *provided*, that, SPAC agrees to keep any such information provided by Investor confidential (except as may be required by applicable law or legal process). The Investor acknowledges that SPAC may file a copy of this Subscription Agreement with the SEC as an exhibit to a periodic report of SPAC or a registration statement of SPAC.

c. The Investor acknowledges that SPAC will rely on the acknowledgments, understandings, agreements, representations and warranties of the Investor contained in this Subscription Agreement. Prior to the Closing, the Investor agrees to promptly notify SPAC if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 6 above are no longer accurate in any material respect. The Investor agrees that the purchase of the Shares at the Closing constitutes a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Investor as of the Closing.

d. SPAC and each Placement Agent is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby. The Placement Agents are entitled to rely on, and shall be third party beneficiaries of, the representations and warranties of the Investor contained herein and of the representations and warranties of SPAC contained in Sections 5.a through 5.c herein.

e. All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing until the expiration of any applicable statute of limitations under applicable law.

f. This Subscription Agreement may not be modified, amended, terminated (other than pursuant to Section 8) or waived except by an instrument in writing, signed by each of the Investor and SPAC. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

g. This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as set forth in Section 7.f., Section 10.d, and Section 11, in each case, with respect to the persons referenced therein, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

h. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

i. If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

j. This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

k. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

l. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Investor, to such address(es) or email address(es) set forth herein;

(ii) if to SPAC, to:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive
Suite 100
Reston, Virginia 20191

Attn: Jack Pearlstein
Email: jack@navsight.com

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

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED IN AND PERFORMED IN THAT STATE. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT IN THE STATE OF DELAWARE SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A DELAWARE FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN THIS SECTION 0 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 0.

m. Each party shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

11. Non-Reliance and Exculpation. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Placement Agents, SPAC, the Company, any of their affiliates or any of its or their control persons, officers, directors and employees), other than the statements, representations and warranties of SPAC expressly contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in SPAC. The Investor agrees that none of (i) any other investor pursuant to this Subscription Agreement or any Other Subscription Agreement (including the respective controlling persons, officers, directors, partners, agents, or employees of any investor), (ii) the Placement Agents, their affiliates or any of its or their control persons, officers, directors or employees, or (iii) any party to the Transaction Agreement (other than SPAC), including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto shall be liable to the Investor, or to any other investor, pursuant to this Subscription Agreement or any other subscription agreement related to the private placement of the Shares for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the subscription of the Shares or with respect to any claim (whether in tort, contract or otherwise) for breach of this Subscription Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, as expressly provided herein, or for any actual or alleged inaccuracies, misstatements or omissions with respect to any information or materials of any kind furnished by Placement Agent, SPAC, the Company, any of their affiliates or any of its or their control persons, officers, directors and employees concerning SPAC, the Company, any of their controlled affiliates, this Subscription Agreement or the transactions contemplated hereby.

12. The Investor agrees that none of the Placement Agents shall be liable to it (including in contract, tort, under federal or state Shares laws or otherwise) for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with this Subscription Agreement.

13. SPAC shall, by 9:00 a.m., New York City time, on the first (1st) business day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the SEC a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing all material terms of the transactions contemplated hereby and by the Other Subscription Agreements, the Transaction and any other material, nonpublic information that SPAC has provided to the Investor at any time prior to the filing of the Disclosure Document. Upon the issuance of the Disclosure Document, to the actual knowledge of SPAC, the Investor shall not be in possession of any material, non-public information received from SPAC or any of its officers, directors, or employees or agents, and the Investor shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral, with SPAC or any of its affiliates, relating to the transactions contemplated by this Subscription Agreement. The Investor hereby consents to the publication and disclosure in the Form 8-K filed by SPAC with the SEC in connection with the execution and delivery of the Transaction Agreement, and the registration statement and proxy statement related thereto (and, as and to the extent otherwise required by the federal securities laws or the SEC or any other securities authorities, any other documents or communications provided by SPAC, the Company, or any of their affiliates to any governmental authority or to securityholders of SPAC or the Company), of the Investor's identity and beneficial ownership of Shares and the nature of the Investor's commitments, arrangements and understandings under and relating to this Subscription Agreement and, if deemed appropriate by SPAC or the Company, a copy of this Subscription Agreement in which case, SPAC shall provide the Investor with prior written notice (including by e-mail) of such permitted disclosure. The Investor will promptly provide any information reasonably requested by SPAC for any regulatory application or filing made or approval sought in connection with the Transaction (including filings with the SEC). Notwithstanding anything in this Subscription Agreement to the contrary, SPAC shall not (and shall cause the Company and the Placement Agents not to), without the prior written consent of the Investor, publicly disclose the name of the Investor or any of its affiliates or advisors, or include the name of the Investor or any of its affiliates or advisors, in any press release or marketing materials.

14. Independent Obligations. The obligations of Investor under this Subscription Agreement are several and not joint with the obligations of any Other Investor under the Other Subscription Agreements, and Investor shall not be responsible in any way for the performance of the obligations of any Other Investor under the Other Subscription Agreements. The decision of Investor to purchase Shares pursuant to this Subscription Agreement has been made by Investor independently of any Other Investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of SPAC or any of its subsidiaries which may have been made or given by any Other Investor or by any agent or employee of any Other Investor, and neither Investor nor any of its agents or employees shall have any liability to any Other Investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Investor or any Other Investors pursuant hereto or thereto, shall be deemed to constitute the Investor and Other Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investor and Other Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Investor acknowledges that no Other Investor has acted as agent for the Investor in connection with making its investment hereunder and no Other Investor will be acting as agent of the Investor in connection with monitoring its investment in the Shares or enforcing its rights under this Subscription Agreement. Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Investor or investor to be joined as an additional party in any proceeding for such purpose

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Investor has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Name of Investor:

State/Country of Formation or Domicile:

By:____
JACK PEARLSTEIN

Name in which Shares are to be registered (if different):

Date:

Investor's SSN:

Business Address-Street:

Mailing Address-Street (if different):

City, State, Zip:

City, State, Zip:

Attn:____

Attn:____

Telephone No.:
Facsimile No.:

Telephone No.:
Facsimile No.:

Number of Shares subscribed for:

Aggregate Subscription Amount:

Price Per Share: $10

You must pay the Subscription Amount by wire transfer of United States dollars in immediately available funds to the account specified by SPAC in the Closing Notice.

IN WITNESS WHEREOF, SPAC has accepted this Subscription Agreement as of the date set forth below.

NAVSIGHT HOLDINGS, INC.

By: __________________________________
Name: Jack Pearlstein
Title: Chief Financial Officer

Date:

SCHEDULE A

ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

A. ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

☐ Investor is an “accredited investor” (as described in Rule 501(a) under the Securities Act) and has marked and initialed the appropriate box on the following page indicating the provision under which Investor qualifies as an “accredited investor.”

*** AND ***

B. AFFILIATE STATUS
(Please check the applicable box) INVESTOR:

☐ is:

☐ is not:

an “affiliate” (as defined in Rule 144 under the Securities Act) of SPAC or acting on behalf of an affiliate of SPAC.

This page should be completed by Investor and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an “accredited investor” shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Investor has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Investor and under which Investor accordingly qualifies as an “accredited investor.”

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person’s spouse or spousal equivalent, exceeds $1,000,000. For purposes of calculating a natural person’s net worth: (a) the person’s primary residence shall not be included as an asset; (b) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

This page should be completed by the Investor
and constitutes a part of the Subscription Agreement.

Exhibit 10.5

WAIVER AGREEMENT

This WAIVER AGREEMENT (this "**Agreement**"), dated as of February ____, 2021, is made by and among Six4 Holdings, LLC, a Delaware limited liability company (the "**Sponsor**"), the other holders of SPAC Class B Common Stock (as defined below) set forth on Schedule I hereto (the "**Other Class B Holders**", and together with the Sponsor, collectively, the "**Class B Holders**"), NavSight Holdings, Inc., a Delaware corporation ("**SPAC**") and Spire Global, Inc (the "**Company**"). Sponsor, Company and the Other Class B Holders, and SPAC shall be referred to herein collectively as the "**Parties**" and individually as a "**Party**". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement (as defined below). Sponsor, the Class B Holders, and the Company are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, SPAC, NavSight Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of SPAC ("**Merger Sub**"), the Company and certain other parties propose to enter into that certain Business Combination Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Business Combination Agreement**"), pursuant to which, among other things, Merger Sub will merge with and into the Company (the "**Merger**"), with the Company surviving as a wholly owned subsidiary of SPAC;

WHEREAS, the Class B Holders own shares of Class B common stock of SPAC (the "**SPAC Class B Common Stock**"); and

WHEREAS, the Business Combination Agreement contemplates that the Parties will enter into this Agreement concurrently with the entry into the Business Combination Agreement, pursuant to which the Class B Holders are waiving any adjustment to the conversion ratio set forth in the Certificate of Incorporation or any other anti-dilution or similar protection with respect to the shares of SPAC Class B Common Stock related to the transactions contemplated by the Business Combination Agreement, with the result that shares of SPAC Class B Common Stock will convert into shares of Class A common stock of SPAC ("**SPAC Class A Common Stock**") on a 1-for-1 basis, subject to, and conditioned upon, the occurrence of the Closing and effective as of immediately prior to the Merger.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Waiver of Anti-Dilution Protection. Subject to, and conditioned upon, the occurrence of the Closing, each of the Class B Holders, by this Agreement, hereby irrevocably waives (for such Class B Holder and for such Class B Holder's successors, heirs and assigns), to the fullest extent of the law and the Certificate of Incorporation, and agrees not to assert or perfect, any rights to adjustment or other anti-dilution protections with respect to the rate at which the shares of SPAC Class B Common Stock held by such Class B Holder as of the date hereof or as of immediately prior to the consummation of the Business Combination Agreement convert into shares of SPAC Class A Common Stock in connection with the transactions contemplated by the Business Combination Agreement; provided that, for the avoidance of doubt, the shares of SPAC Class B Common Stock held by each such Class B Holder as of immediately prior to the consummation of the Business Combination Agreement shall convert to shares of SPAC Class A Common Stock on a 1-for-1 basis upon the consummation of the transactions contemplated by the Business Combination Agreement (subject to adjustment for any share split, reverse share split or similar equity restructuring transaction involving SPAC).

2. Termination. This Agreement shall terminate and shall be of no further force and effect if, and at such time, if any, as, the Business Combination Agreement is terminated in accordance with its terms prior to the Closing.

3. Waiver. Any Party may, at any time prior to the Closing, by action taken by its board of directors or equivalent governing body, or officers thereunto duly authorized, waive in writing any rights or conditions in its favor under this Agreement or agree to an amendment or modification to this Agreement in the manner contemplated by Section 10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

4. Notices. All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to SPAC or the Class B Holders:

NavSight Holdings, Inc.
12020 Sunrise Valley Drive, Suite 100
Reston, Virginia 20191
Attn: Jack Pearlstein
Email: jack@navsight.com

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

Venable LLP
1290 Avenue of the Americas, 20th Floor
New York, NY 10104
Attn: Wallace Christner
Email: wechristner@venable.com

If to the Company:

Spire Global, Inc,
251 Rhode Island St.
Suite 204
San Francisco, CA 94103
Attn: Legal Department
Email: legal@spire.com
with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Andrew Hill
E-mail: ahill@wsgr.com

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

Wilson Sonsini Goodrich & Rosati, P.C.
One Market Plaza, Spear Tower, Suite 3300
San Francisco, CA 94105
Attention: Ethan Lutske
E-mail: elutske@wsgr.com

or to such other address or addresses as the Parties may from time to time designate in writing. Without limiting the foregoing, any Party may give any notice or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended.

6. Assignment. No Party shall assign this Agreement or any part hereof without the prior written consent of the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 6 shall be null and void, *ab initio*.

7. Expenses. Except as otherwise provided herein, each Party shall bear its own expenses incurred in connection with this Agreement and the Transactions, regardless of whether the Transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

8. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, 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.

9. Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

11. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

12. Jurisdiction; WAIVER OF TRIAL BY JURY. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to

commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court. Each of the Parties agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 5. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTION AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12.

13. Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) or any Transaction Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof and thereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 2, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 13 shall not be required to provide any bond or other security in connection with any such injunction.

14. Non-Recourse. Subject in all respects to the last sentence of this Section 14, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Party and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder,

Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, the SPAC, or Merger Sub under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing in this Section shall limit, amend or waive any rights or obligations of any party to the Business Combination Agreement or any other Transaction Agreement.

Signature page follows.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

SPAC:

NAVSIGHT, INC.

By: ______________________________
Name: Jack Pearlstein
Its: Chief Financial Officer

SPONSOR:

SIX4 HOLDINGS, LLC

By: ______________________________
Name: Jack Pearlstein
Its: Manager

Signature Page to Waiver Agreement

COMPANY:

SPIRE GLOBAL, INC.

By: ______________________________
Name: ____________________________
Its: ____________________________

Signature Page to Waiver Agreement

CLASS B HOLDERS:

____
Gilman Louie

____
Ambassador Henry Crumpton

____
Jack Pearlstein

____
Robert Coleman

____
William Crowell

Signature Page to Waiver Agreement

SCHEDULE I

Other Class B Holders

1. Gilman Louie
2. Ambassador Henry Crumpton
3. Jack Pearlstein
4. Robert Coleman
5. William Crowell

Exhibit 99.1

Spire Global, Inc., a Leading Global Provider of Space-Based Data and Analytics, to Go Public Through a Merger with NavSight Holdings, Inc.

- *Spire collects spaced-based data through their proprietary constellation of over 100 satellites*
- *Spire has a technology stack that is proven, at scale, and fully operational*
- *Spire delivers subscription-based data, insights, and predictive analytics to global customers across a range of industries, including maritime, aviation, weather, and climate*
- *Transaction funds growth strategy across key verticals and geographies, accelerates sales, marketing, and product development, and further strengthens competitive advantage*
- *Transaction values the combined company at a $1.6 billion post-money equity value and is expected to provide approximately $475 million in gross proceeds, assuming no redemptions*
- *Includes an upsized, and fully committed $245 million common stock PIPE, anchored by Tiger Global Management, funds and accounts managed by BlackRock, Hedosophia, JAWS – the family office of Barry Sternlicht, and Bloom Tree Partners*
- *Spire stockholders, NavSight stockholders, and PIPE investors will hold shares in the combined company to be listed on the NYSE under the ticker symbol "SPIR"*
- *Business combination expected to be completed in summer 2021*
- *Investor webcast and call is scheduled for March 1st, at 8:30 AM EST*

San Francisco, CA and Reston, VA – March 1, 2021 – Spire Global, Inc. ("Spire" or the "Company") **a** leading global provider of space-based data and analytics, and NavSight Holdings Inc. ("NavSight") (NYSE: NSH), a special purpose acquisition company, today announced they have entered into a definitive merger agreement for a business combination that would result in Spire becoming a publicly listed company.

Spire collects space-based data using a proprietary constellation of multi-purpose nanosatellites called LEMUR (Low Earth Multi-Use Receiver). The Company's software analytics generate proprietary data, insights and predictive analytics for its global customers through a subscription model. Spire monetizes this information across a broad and growing number of industries including weather, aviation, maritime, and government, with global coverage and near real-time data that can be easily integrated into customer business operations.

Spire is also pioneering an innovative "space-as-a-service" business model. Leveraging the Company's fully deployed infrastructure and large-scale operation, customers can operate their own payloads on orbit through Spire's API and can begin receiving data in less than a year and a simple subscription agreement.

"Spire was founded nearly a decade ago to help lead, inspire, and create the business of space-based data. Today, our proprietary data and solutions help customers solve some of earth's greatest challenges, including Net Zero and Climate Change adaptation. It has been immensely inspiring to see customers from all over the world turn to Spire's solutions to help them make decisions about their business with confidence and speed and we are excited about the continued growth ahead. This transaction funds these growth plans and allows us to pursue, on a more aggressive timetable, this massive and growing long-term opportunity ahead of us," said Peter Platzer, Founder and Chief Executive Officer of Spire, "I am thrilled to partner with Bob and Jack from NavSight."

“Peter and the outstanding Spire leadership team have deep domain expertise. They have built a company that delivers exceptional value to their global commercial and government customers. Spire is leading the way with its modern SaaS-based approach to meet the significant, growing demand for space-based data,” said Bob Coleman, Chairman and Chief Executive Officer of NavSight. “We look forward to working together to buildlong-term value for Spire stockholders.”

Transaction Overview

The Board of Directors of each of Spire and NavSight have unanimously approved the transaction “Proposed Transaction.” The Proposed Transaction will require the approval of the stockholders of Spire and NavSight, and is subject to other customary closing conditions, including the receipt of certain regulatory approvals. The Proposed Transaction is expected to close in summer of 2021.

Assuming no redemptions by NavSight stockholders, the Proposed Transaction is expected to deliver up to $475 million of gross proceeds, including the contribution of up to $230 million of cash held in NavSight’s trust account. The Proposed Transaction is further supported by a $245 million fully committed PIPE anchored by Tiger Global Management, BlackRock Advisors, Hedosophia, Jaws Estates Capital, and Bloom Tree Partners.

Spire stockholders will retain 100% of their equity holdings in the combined company. Spire’s existing stockholders will hold approximately 67% of the fully diluted shares of common stock immediately following the closing of the business combination, assuming no redemptions by NavSight’s existing public stockholders.

Additional information about the Proposed Transaction, including copies of certain documents related to the Proposed Transaction, including the investor presentation, will be provided in a Current Report on Form 8-K to be filed by NavSight today with the Securities and Exchange Commission (the “SEC”) and available at www.sec.gov. The investor presentation can also be found on Spire’s website at https://www.Spire.com and NavSight’s website at https://www.NavSight.com. In addition, NavSight intends to file a registration statement on FormS-4 with the SEC, which will include a proxy statement/prospectus/information statement (the “Registration Statement”), and will file other documents regarding the Proposed Transaction with the SEC.

Investor Conference Call Information

Spire and NavSight will host a joint investor conference call to discuss the Proposed Transaction on March 1st, 2021 at 8:30 AM EST. To access the conference call, please visit https://www.NavSight.com. The call may also be accessed by dialing1-844-512-2921, 1-412-317-6671 (international), and entering passcode 1143804.

Advisors

Credit Suisse Securities (USA) LLC is acting as exclusive financial advisor and capital markets advisor to NavSight. Credit Suisse Securities (USA) LLC acted as lead placement agent and BofA Securities, Inc. also acted as placement agent in connection with the PIPE offering. BofA Securities, Inc. is acting as exclusive financial advisor to Spire. Wilson Sonsini Goodrich & Rosati, P.C. is serving as legal advisor to Spire. Venable, LLP is serving as legal advisor to NavSight. Shearman & Sterling, LLP is serving as legal advisor to Credit Suisse Securities (USA) LLC.

About Spire Global, Inc.

Spire is a global provider of space-based data and analytics that offers unique datasets and powerful insights about Earth from the ultimate vantage point so organizations can make decisions with confidence, accuracy, and speed. Spire uses the largest multi-purpose satellite constellation to source hard to acquire, valuable data and enriches it with predictive solutions. Spire then provides this data as a subscription to organizations around the world so they can improve business operations, decrease their environmental footprint, deploy resources for growth and competitive advantage, and mitigate risk. Spire gives commercial and government organizations the competitive advantage they seek to innovate and solve some of the world's toughest problems with insights from space. Spire has offices in San Francisco, Boulder, Washington DC, Glasgow, Luxembourg, and Singapore. To learn more, visit http://www.spire.com

About NavSight Holdings Inc.

NavSight Holdings, Inc. is a newly organized blank check company formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. While the Company may pursue a business combination target in any business or industry, it intends to focus its search on identifying a prospective target business that provides expertise and technology to U.S. government customers in support of their national security, intelligence and defense missions.

Additional Information and Where to Find It

In connection with the Proposed Transaction, NavSight intends to file the Registration Statement with the SEC, which will include a preliminary proxy statement to be distributed to holders of NavSight's common stock in connection with NavSight's solicitation of proxies for the vote by NavSight's stockholders with respect to the Proposed Transaction and other matters as described in the Registration Statement, a prospectus relating to the offer of the securities to be issued to the Company's stockholders in connection with the Proposed Transaction, and an information statement to Company's stockholders regarding the Proposed Transaction. After the Registration Statement has been filed and declared effective, NavSight will mail a definitive proxy statement/prospectus, when available, to its stockholders. Investors and security holders and other interested parties are urged to read the proxy statement/prospectus, any amendments thereto and any other documents filed with the SEC carefully and in their entirety when they become available because they will contain important information about NavSight, the Company and the Proposed Transaction. Investors and security holders may obtain free copies of the preliminary proxy statement/prospectus and definitive proxy statement/prospectus (when available) and other documents filed with the SEC by NavSight through the website maintained by the SEC at http://www.sec.gov, or by directing a request to: NavSight Holdings, Inc., 12020 Sunrise Valley Drive, Suite 100, Reston, VA 20191.

Participants in Solicitation

NavSight and the Company and their respective directors and certain of their respective executive officers and other members of management and employees may be considered participants in the solicitation of proxies with respect to the Proposed Transaction. Information about the directors and executive officers of NavSight is set forth in its final prospectus filed on September 11, 2020 (the "NavSight Prospectus"). Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be included in the Registration Statement and other relevant materials to be filed with the SEC regarding the Proposed Transaction when they become available. Stockholders, potential investors and other interested persons should read the Registration Statement carefully when it becomes available before making any voting or investment decisions. When available, these documents can be obtained free of charge from the sources indicated above.

No Offer or Solicitation

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Forward-Looking Statements

The information in this press release includes"forward-looking statements" within the meaning of the federal securities laws with respect to the Proposed Transaction. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of financial and performance metrics, expectations of achieving and maintaining profitability, projections of total addressable markets, market opportunity and market share, net proceeds from the Proposed Transactions, potential benefits of the Proposed Transaction and the potential success of the Company's market and growth strategies, and expectations related to the terms and timing of the Proposed Transaction. These statements are based on various assumptions and on the current expectations of NavSight's and the Company's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of NavSight and the Company. These forward-looking statements are subject to a number of risks and uncertainties, including (i) the risk that the Proposed Transaction may not be completed in a timely manner or at all, which may adversely affect the price of NavSight's securities; (ii) the risk that the

Proposed Transaction may not be completed by NavSight's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by NavSight; (iii) the failure to satisfy the conditions to the consummation of the Proposed Transaction, including the approval of the Proposed Transaction by the stockholders of NavSight, the satisfaction of the minimum trust account amount following any redemptions by NavSight's public stockholders and the receipt of certain governmental and regulatory approvals; (iv) the inability to complete the PIPE investment in connection with the Proposed Transaction; (v) the failure to realize the anticipated benefits of the Proposed Transaction; (vi) the effect of the announcement or pendency of the Proposed Transaction on Spire's business relationships, performance, and business generally; (vii) risks that the Proposed Transaction disrupts current plans of Spire and potential difficulties in Spire employee retention as a result of the Proposed Transaction; (viii) the outcome of any legal proceedings that may be instituted against NavSight or Spire related to the business combination agreement or the Proposed Transaction; (ix) the ability to maintain the listing of NavSight's securities on the New York Stock Exchange; (x) the ability to address the market opportunity for Space-as-a-Service; (xi) the risk that the Proposed Transaction may not generate expected net proceeds to the combined company; (xii) the ability to implement business plans, forecasts, and other expectations after the completion of the Proposed Transaction, and identify and realize additional opportunities; (xiii) the occurrence of any event, change or other circumstance that could give rise to the termination of the business combination agreement; (iv) the risk of downturns, new entrants and a changing regulatory landscape in the highly competitive space data analytics industry; and those factors discussed in the NavSight Prospectus under the heading "Risk Factors," and other documents of NavSight filed, or to be filed, with the SEC. If any of these risks materialize or the Company's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither NavSight nor the Company presently know or that NavSight and the Company currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect NavSight's and the Company's expectations, plans or forecasts of future events and views as of the date of this press release. NavSight and the Company anticipate that subsequent events and developments will cause NavSight's and the Company's assessments to change. However, while NavSight and the Company may elect to update these forward-looking statements at some point in the future, NavSight and the Company specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing NavSight's and the Company's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

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Exhibit 99.2

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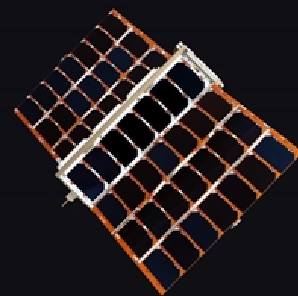
INVESTOR PRESENTATION



March 2021

DISCLAIMER AND FORWARD–LOOKING STATEMENTS

This presentation contains proprietary and confidential information of Spire Global, Inc., and the entire content should be considered "Confidential Information." This presentation is made solely for informational purposes, and no representation or warranty, express or implied, is made by Spire Global, NavSight Holdings, Inc. ("NavSight") or any of their representatives as to the information contained in these materials or disclosed during any related presentations or discussions. The recipient of this presentation shall keep this presentation and its contents confidential, shall not use this presentation and its contents for any purpose other than as expressly authorized by Spire Global and NavSight and shall be required to return or destroy all copies of this presentation or portions thereof in its possession promptly following request for the return or destruction of such copies. By accepting delivery of this presentation, the recipient is deemed to agree to the foregoing confidentiality requirements.

This presentation is provided for informational purposes only and has been prepared to assist interested parties in making their own evaluation with respect to a potential business combination (the "proposed business combination") between Spire Global and NavSight and related transactions and for no other purpose. No representations or warranties, express or implied are given in, or in respect of, this presentation. To the fullest extent permitted by law in no circumstances will Spire Global, NavSight or any of their respective subsidiaries, stockholders, affiliates, representatives, partners, directors, officers, employees, investment banks, advisers or agents be responsible or liable for any direct, indirect or consequential loss or loss of profit arising from the use of this presentation, its contents, its omissions, reliance on the information contained within it, or on opinions communicated in relation thereto or otherwise arising in connection therewith. Industry and market data used in this presentation have been obtained from third-party industry publications and sources as well as from research reports prepared for other purposes. Neither Spire Global nor NavSight has independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness. This data is subject to change. In addition, this presentation does not purport to be all-inclusive or to contain all of the information that may be required to make a full analysis of Spire Global or the proposed business combination. Viewers of this presentation should each make their own evaluation of Spire Global and of the relevance and adequacy of the information and should make such other investigations as they deem necessary.

Any securities shall be offered only to accredited investors in a private placement under the Securities Act of 1933 or another available exemption, and this presentation is intended solely for the purposes of familiarizing such investors with the company. This presentation is not an offer to sell nor does it seek an offer to buy securities in any jurisdiction where the offer or sale is not permitted. To the extent the terms of any potential transaction are included in this presentation, those terms are included for discussion purposes only.

This presentation includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of financial and performance metrics, expectations of achieving and maintaining profitability, projections of total addressable markets, market opportunity and market share, expectations and timing related to product launches, potential benefits of the transaction and the potential success of Spire Global's market and growth strategies, and expectations related to the terms and timing of the proposed business combination and related transactions. These statements are based on various assumptions, whether or not identified in this presentation, and on the current expectations of Spire Global's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of Spire Global and NavSight. These forward-looking statements are subject to a number of risks and uncertainties, including changes in domestic and foreign business, market, financial, political and legal conditions; the failure of the parties to enter into a definitive merger agreement (or the termination thereof) with respect to the proposed business combination of Spire Global and NavSight; the inability of the parties to successfully or timely consummate the proposed business combination, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination or that the approval of the stockholders of NavSight or Spire Global is not obtained; failure to realize the anticipated benefits of the proposed business combination; risks relating to the uncertainty of the projected financial information with respect to Spire Global; the effects of competition from existing and future competitors on Spire Global's future business; technical or other difficulties with our ground stations or satellites; the ability of the company to cost-effectively acquire new customers or obtain renewals; our ability to obtain, protect or enforce our intellectual property and proprietary rights; our ability to comply with the wide range of laws and regulation, and obtain the necessary licenses, to which our business is subject; our ability to maintain our indebtedness and stay in compliance with our credit agreements; and the amount of redemption requests made by NavSight's public stockholders; the ability of NavSight or the combined company to issue equity or equity-linked securities in connection with the proposed business combination or in the future, and those factors discussed in NavSight's final prospectus filed on September 9, 2020 under the heading "Risk Factors," and other documents of NavSight filed, or to be filed, with the Securities and Exchange Commission ("SEC"). If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither NavSight nor Spire Global presently know or that NavSight and Spire Global currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect NavSight's and Spire Global's expectations, plans or forecasts of future events and views as of the date of this presentation. NavSight and Spire Global anticipate that subsequent events and developments will cause NavSight's and Spire Global's assessments to change. However, while NavSight and Spire Global may elect to update these forward-looking statements at some point in the future, NavSight and Spire Global specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing NavSight's and Spire Global's assessments as of any date subsequent to the date of this presentation. Accordingly, undue reliance should not be placed upon the forward-looking statements.

DISCLAIMER AND FORWARD–LOOKING STATEMENTS (CONT'D)

This presentation contains projected financial information with respect to Spire Global, namely Annual Recurring Revenue Growth, Customer Net Revenue Retention, Annual Recurring Revenue, Gross Profit and Gross Profit Margin, Free Cash Flow Conversion, Addressable Market, Average Sales Price Growth, Adjusted EBITDA and others. Such projected financial information constitutes forward-looking information, and is for illustrative purposes only and should not be relied upon as necessarily being indicative of future results. The assumptions and estimates underlying such projected financial information are inherently uncertain and are subject to a wide variety of significant business, economic, competitive and other risks and uncertainties that could cause actual results to differ materially from those contained in the prospective financial information. See "Forward-Looking Statements" above. Actual results may differ materially from the results contemplated by the projected financial information contained in this presentation, and the inclusion of such information in this presentation should not be regarded as a representation by any person that the results reflected in such projections will be achieved. Neither the independent auditors of NavSight nor the independent registered public accounting firm of Spire Global, audited, reviewed, compiled, or performed any procedures with respect to the projections for the purpose of their inclusion in this presentation, and accordingly, neither of them expressed an opinion or provided any other form of assurance with respect thereto for the purpose of this presentation.

This presentation contains trademarks, service marks, trade names and copyrights of Spire Global, NavSight and other companies, which are the property of their respective owners.

The financial information and data contained in this presentation is unaudited and does not conform to Regulation S-X. Accordingly, such information and data may not be included in, may be adjusted in or may be presented differently in, any proxy statement, registration statement, or prospectus to be filed by NavSight with the SEC. Some of the financial information and data contained in this presentation, such as Adjusted EBITDA have not been prepared in accordance with United States generally accepted accounting principles ("GAAP"). NavSight and Spire Global believe these non-GAAP measures of financial results provide useful information to management and investors regarding certain financial and business trends relating to Spire Global's financial condition and results of operations. NavSight and Spire Global believe that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating projected operating results and trends in and in comparing Spire Global's financial measures with other similar companies, many of which present similar non-GAAP financial measures to investors. Management does not consider these non-GAAP measures in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of these non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in Spire Global's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expense and income are excluded or included in determining these non-GAAP financial measures. Please see the Appendix (page 36) for a reconciliation of Adjusted EBITDA to the most directly comparable GAAP financial measure for the periods presented. You should review Spire Global's audited financial statements, which will be included in the Proxy Statement (as defined below) relating to the proposed business combination (as described further below).

ADDITIONAL INFORMATION ABOUT THE PROPOSED BUSINESS COMBINATION AND WHERE TO FIND IT
The proposed business combination will be submitted to stockholders of NavSight for their consideration. NavSight intends to file a proxy statement (the "Proxy Statement") with the SEC, to be distributed to NavSight's stockholders in connection with NavSight's solicitation for proxies for the vote by NavSight's shareholders in connection with the proposed business combination and other matters as described in the Proxy Statement. After the Proxy Statement has been filed and declared effective, NavSight will mail a definitive proxy statement and other relevant documents to its stockholders as of the record date established for voting on the proposed business combination. NavSight's stockholders and other interested persons are advised to read, once available, the preliminary proxy statement and any amendments thereto and, once available, the definitive proxy statement, in connection with NavSight's solicitation of proxies for its special meeting of stockholders to be held to approve, among other things, the proposed business combination, because these documents will contain important information about NavSight, Spire Global and the proposed business combination. Stockholders may also obtain a copy of the preliminary or definitive proxy statement, once available, as well as other documents filed with the SEC regarding the proposed business combination and other documents filed with the SEC by NavSight, without charge, at the SEC's website located at www.sec.gov or by directing a request to Robert Coleman (phone: (571) 500-2236).

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PARTICIPANTS IN THE SOLICITATION
NavSight, Spire Global and certain of their respective directors, executive officers and other members of management and employees may, under SEC rules, be deemed to be participants in the solicitations of proxies from NavSight's stockholders in connection with the proposed business combination. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of NavSight's stockholders in connection with the proposed business combination will be set forth in NavSight's proxy statement when it is filed with the SEC. You can find more information about NavSight's directors and executive officers in NavSight's final prospectus filed with the SEC on September 9, 2020. Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests will be included in NavSight's proxy statement when it becomes available. Stockholders, potential investors and other interested persons should read the proxy statement carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from the sources indicated above.

PRESENTERS

Peter Platzer
Spire
Chief Executive Officer

Tom Krywe
Spire
Chief Financial Officer

Bob Coleman
NavSight
Chairman and Chief Executive Officer

Jack Pearlstein
NavSight
Chief Financial Officer

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SPIRE KEY INVESTMENT HIGHLIGHTS

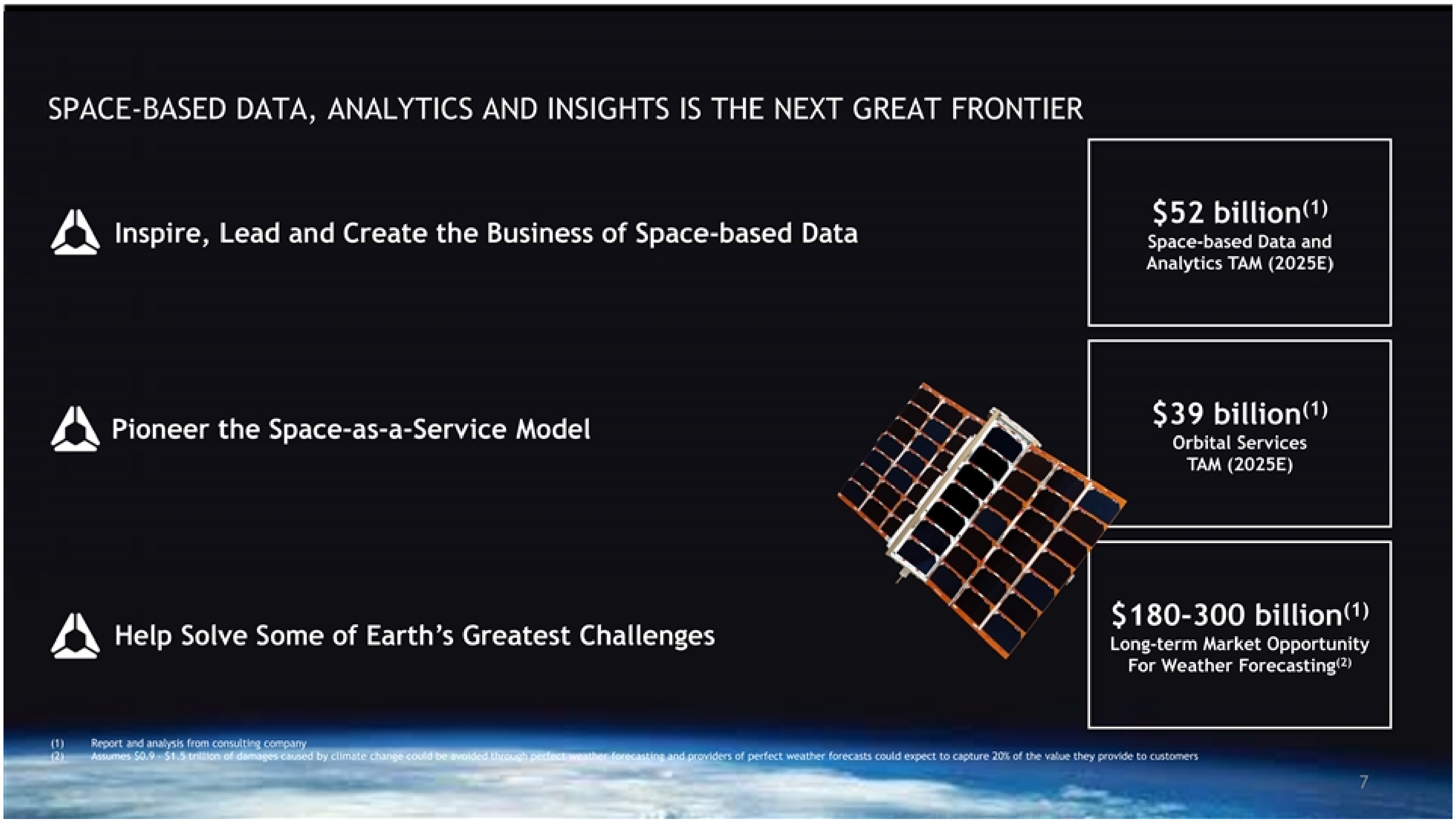
- High Growth SaaS Company, Powered by Proprietary, Space-based Data and Analytics Platform
- Massive, Rapidly Growing Total Addressable Market
- Recurring Revenue Model for Predictive Analytics and Data with Exceptional SaaS KPIs
- Constellation Fully Deployed, Attractive Operating Profile, Clear Path to Profitability
- Multiple Products across a Range of Industries, Supporting Net Zero and Climate Change Adaptation
- Exceptional Management Team with Deep Domain Expertise and Staying Power

spire

TRANSACTION SUMMARY

Transaction Structure	▪ Business combination between Spire Global, Inc. (the "Company" or "Spire") and NavSight, a NYSE listed SPAC ▪ Transaction expected to close in Q2 2021 ▪ Post closing, the Company will maintain the Spire Global name and will be listed on the NYSE
Offering Size	▪ NavSight (NYSE: NSH) has ~$230 million cash in trust ▪ Raised $245 million in PIPE commitments (including $10 million from NavSight's Sponsor)
Valuation	▪ Pro forma enterprise value of ~$1.2 billion[(1)] ▪ 5.4x 2023E Revenue, representing a deep discount to peers
Illustrative Pro Forma Capital Structure	▪ Spire stockholders are rolling 100% of their equity in the transaction; Spire founders to receive super-voting shares (10:1)[(2)] ▪ Transaction assumes ~$408 million of cash on Spire's balance sheet after transaction expenses[(3)]
Illustrative Pro Forma Ownership	▪ Existing Spire stockholders ~67% ▪ SPAC stockholders ~14% ▪ PIPE investors ~15% ▪ SPAC founders ~4%

(1) Excludes 8mm earnout shares issued to Spire stockholders in four equal tranches of 2mm each at share price thresholds of $13, $16, $19 and $22, and certain unvested employee stock options
(2) Dual-class common stock structure to be implemented at closing
(3) Excludes the 11.5m warrants held by the SPAC stockholders and 6.6m warrants held by the SPAC sponsor. Assumes the repayment of outstanding debt and assumes no redemption of shares / cash in trust


SPACE-BASED DATA, ANALYTICS AND INSIGHTS IS THE NEXT GREAT FRONTIER
Inspire, Lead and Create the Business of Space-based Data
Pioneer the Space-as-a-Service Model
Help Solve Some of Earth's Greatest Challenges
$52 billion(1)
Space-based Data and Analytics TAM (2025E)
$39 billion(1)
Orbital Services TAM (2025E)
$180-300 billion(1)
Long-term Market Opportunity For Weather Forecasting(2)
(1) Report and analysis from consulting company
(2) Assumes $0.9 - $1.5 trillion of damages caused by climate change could be avoided through perfect weather forecasting and providers of perfect weather forecasts could expect to capture 20% of the value they provide to customers
7

spire

HOW SPIRE IS DIFFERENT – MODERN SaaS PLATFORM ENABLED BY PROPRIETARY SPACE TECHNOLOGY

		Launch Services	Telecoms	Earth Observation
Companies	spire	abl, arianespace, ASTRA, AVIO, BLUE ORIGIN, Firefly, Lockheed Martin, Momentus, Northrop Grumman, Relativity, Rocket Lab, SpaceX, Virgin Orbit	AST, ASTRANIS, dish, ECHOSTAR, eutelsat, iridium, inmarsat, Intelsat, OneWeb, ORBCOMM, amazon project kuiper, SES, Starlink, SWARM, Telesat, Viasat	Aireon, BLACKSKY, eagleview, esri, GeoOptics, HawkEye 360, HYPERSAT, ICEYE, MAXAR, Orbital Insight, planet, PlanetiQ, Satellogic, SPACEKNOW, Spacety, Ursa
Subscription-Based Revenue	●	○	◑	◔
Software-Driven Business Model	●	○	○	◔
Vertically Integrated Products and Solutions	●	◔	◔	◑
Multi-Purpose Constellation	●	NA	◑	◔
Capacity Constrained?	No	Yes # Launches	Yes Bandwidth	Yes Tasking

Note: Based on Management's assessment of each industry as a whole. Companies shown are illustrative of each industry for investors' reference only, and each company was not necessarily included in Management's assessment

spire

SPIRE AT A GLANCE

- Spire collects spaced-based data using a proprietary constellation of multi-purpose LEMUR[(1)] nanosatellites
- SpireSight software analytics delivers proprietary data, insights and predictive analytics to customers as a subscription
- Vertically integrated with disruptive unit economics
- Highly technical workforce of ~250 employees, including ~140 engineers and scientists[(3)]
- Founded in 2012 with ~$180 million of capital invested to-date from high quality strategic partners and investors

104% YoY ARR Growth (2020P)	145% Customer NRR (2020P)	$1.2bn ARR (2025E)
90%+ / 80%+ Non-GAAP Gross Margin / FCF Conversion[(2)] (2025E)	150[(3)]+ Product Customers	100% 2020P-2025E Revenue CAGR
141[(4)] / 100% Nanosats Launched / Earth Coverage	~5[(5)] Terabytes Of Data Processed per Day	$235k Average ARR per Product Customer (2020P)

Lead Investors	Strategic Investors	Select Customers
Bessemer Venture Partners, RRE Ventures, Luxembourg Future Fund, SIB Scottish Investment Bank, Seraphim Capital, Lemnos	Qualcomm, Mitsui & Co., Itochu	Aerion Supersonic, NASA, Chevron, NOAA, US Air Force, CLS, Lloyd's List, EMSA, Oldendorff

Note: 2020P financials are unaudited. Our audited financial statements for our year ended December 31, 2020 are not yet available. Accordingly, the 2020 financial results are preliminary and subject to the completion of our financial closing procedures and any adjustments that may result from the completion of the audits of our financial statements. As a result, these preliminary results may differ from the actual results that will be reflected in our financial statements when they are completed and publicly disclosed. These preliminary results may change and any change may be material

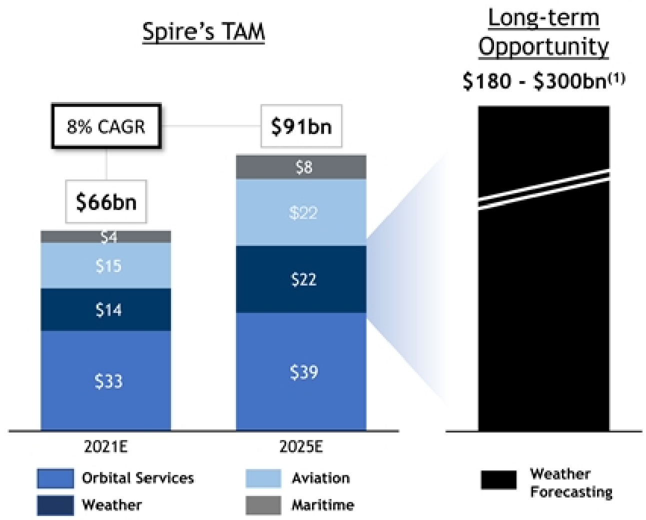
(1) Low Earth Multi-Use Receiver
(2) Non-GAAP metrics. FCF conversion defined as (Adj. EBITDA - Capex) / Adj. EBITDA
(3) As of December 31, 2020
(4) As of January 2021
(5) As of February 2021

THE SPACE-BASED DATA, ANALYTICS AND ORBITAL SERVICES MARKETS ARE LARGE AND RAPIDLY EXPANDING

Factors Driving Market Growth and Expansion

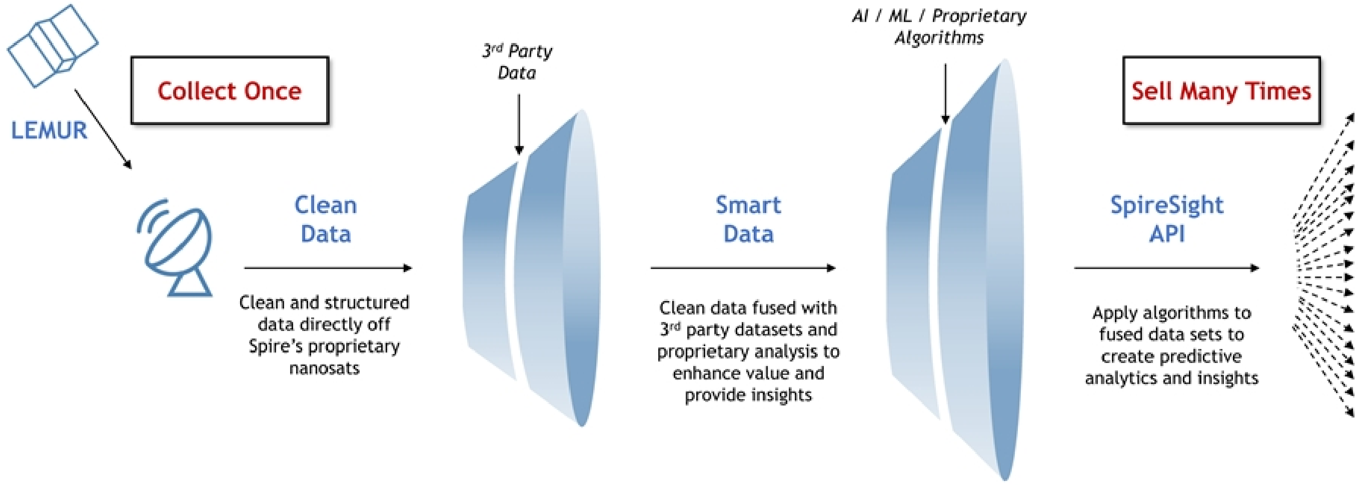
- Significant, growing demand for space-based data, driven by rapidly growing adoption of data and analytics
- Advancements in AI/ML and Big Data analytics are increasingly essential in solving some of the world's most complex business challenges
- Rapidly expanding number of use cases and business models leveraging space-based data, insights and analytics across industries
- The opportunity for weather forecasting today is a fraction of its full potential: weather variability creates ~$3 trillion of economic loss per year, which is expected to grow 60%+ by 2050 as a result of climate change

Spire's Addressable Market and Opportunity



Source: Report and analysis from consulting company
(1) Assumes $0.9 - $1.5 trillion of damages caused by climate change could be avoided through perfect weather forecasting and providers of perfect weather forecasts could expect to capture 20% of the value they provide to customers

SPIRE TRANSFORMS PROPRIETARY DATA INTO VALUE-ADDED INSIGHTS AND PREDICTIVE ANALYTICS

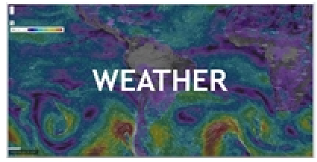


Spire Collects Data from Space One Time and Can Sell it an Unlimited Number of Times

SPIRE MONETIZES PROPRIETARY PRODUCTS ACROSS A BROAD AND GROWING RANGE OF INDUSTRIES

Precise space-based data, insights and predictive analytics used for highly accurate ship monitoring, ship safety and route optimization

Precise space-based data, insights and predictive analytics used for highly accurate aircraft monitoring, safety and route optimization



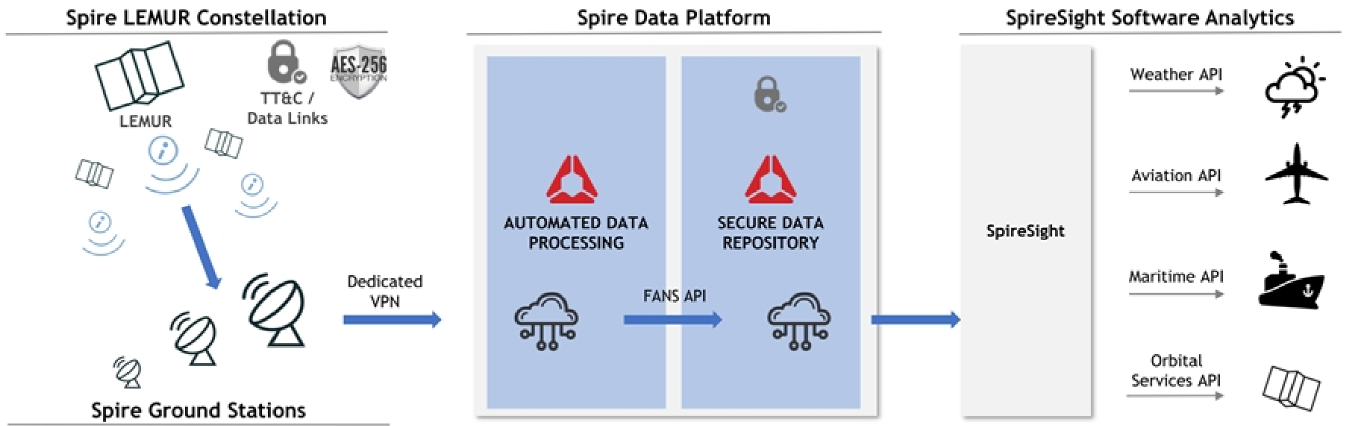
Precise space-based data, insights and predictive analytics used for highly accurate weather forecasting

Leverage Spire's proven, low risk development lifecycle and proprietary infrastructure to provide "Space-as-a-Service"

Current and Target Industries

Aerospace	Agriculture	Automotive	Aviation	Construction	Govt. (Civilian)	Govt. (Defense)	Academia	Energy	Fishing
Financial Services	Insurance	Logistics	Maritime	Mining	Oil & Gas	Real Estate	Scientific Research	Telecom / IoT	Transportation

SPIRE'S PROPRIETARY TECHNOLOGY STACK IS PROVEN, AT SCALE, AND FULLY OPERATIONAL



Collects space-based data and transmits to a proprietary ground station network

Data moved from ground stations to proprietary data store for cleansing, standardization, fusion, and analysis — all without a human in the loop

Customers receive proprietary data delivered seamlessly, in real-time via SpireSight API

40k+
Average Nanosat Contacts / Month(1)

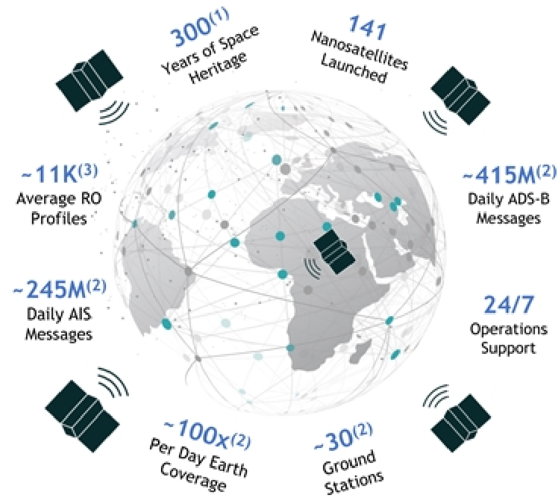
~99.9%
System Uptime(2)

~1 Terabyte
Data Served to Customers / Day(3)

(1) From January 2021 to February 2021
(2) From December 2020 to February 2021
(3) As of January 2021

SPIRE'S FULLY INTEGRATED MODEL DRIVES MEANINGFUL COMPETITIVE ADVANTAGES

LEMUR Nanosatellite Design & Assembly	▪ 100% in-house to improve quality and rapidly increase capabilities ▪ Drives down unit production costs ▪ Rapid production: capable of 1 every ~2 days
Software-defined Satellite Architecture	▪ Repurpose sensors and constellation on-orbit ▪ 550+ unique software updates deployed to the fleet since 2016
SpireSight Software Analytics	▪ SpireSight data, algorithms and models, and a world-class workforce that possesses the scarce / esoteric skill sets to generate bespoke predictive analytics and solutions for customers
On-Orbit Edge Processing	▪ Ability to process multi-sensor data sets on-orbit ▪ Reduces bandwidth requirements, improves delivery speeds, and increases flexibility and autonomy
Proprietary Ground Station Network	▪ Enhances system resiliency and security ▪ Accelerates collection-to-delivery, provides operational flexibility and foundation for Space-as-a-Service
Global Licenses	▪ Maintain ~20 domestic, regional, and international licenses for space and ground-stations that are difficult to replicate and widen the competitive moat



Source: Management as of February 2021
(1) Space heritage is calculated as the sum of the years of service of all satellites launched
(2) As of January 2021
(3) January 16, 2021 to February 16, 2021

SPIRE IS WELL POSITIONED IN THE MARKET

		Maritime		Aviation	Weather		Orbital Services	
	spire	exactEarth	ORBCOMM	Aireon	GeoOptics	PLANETiQ	AAC Clyde Space	GOMSPACE
Proprietary Constellation	●	○	◐	○	◔	○	○	○
Predictive Analytics	●	○	○	○	○	○	○	○
Proprietary Ground Station Network	●	○	○	○	○	○	◐	◐
In-house Satellite Design	●	○	○	○	◐	○	◕	◕
Satellite Design-to-Launch	3 - 6 months	>12 months	>12 months	>12 months	>12 months	>12 months	>12 months	>12 months
Multi-product Offering	●	○	○	○	○	○	○	○

Source: Management's competitive assessment of each company

SPIRE'S MULTI-PRODUCT OFFERING POSITIONS IT TO CROSS-SELL TO CUSTOMERS

Use Case Examples

Satellite AIS Data	▪ Tracking vessels around the globe ▪ Optimizing fuel efficiencies ▪ Monitoring illegal activities and compliances ▪ Analyzing commodity trading
Satellite ADS-B	▪ Regulatory compliance ▪ Flight tracking ▪ Estimated time of arrival and on-time performance ▪ Overflight fee ▪ Search and rescue ▪ Smart premium ▪ Corporate intelligence
RO Weather Data	▪ Protect physical assets like power lines from storm damage ▪ Maximize crop yields with optimal farm operations based on weather ▪ Minimize losses and enhance customer experience in insurance with advanced warning systems of inclement weather

Characteristics

- **Global coverage**, in remote areas where terrestrial AIS and ADS-B are out of reach
- **Fast,** real time data with low latency
- **Easy integration** into customers' existing models and data systems
- **High resolution** and large volume of global data

We believe we are the only player collecting all three datasets globally and simultaneously to combine them into its products

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SPIRE ORBITAL SERVICES IS PIONEERING THE "SPACE-AS-A-SERVICE" MODEL

Spire is Disrupting the Satellite Value Chain with a Differentiated Customer Value Proposition

	Legacy Satellite Development	spire
Development Cycle	3 - 5 Years	6 - 12 Months
Resilience	Low	High
Use of Modern Tech.	Low	High
Mission Flexibility	Low	High
Cost	~$10M+	Starting at ~$30K Per Month

- Space-as-a-Service offering provides fast, scalable and reliable access to space at a fraction of the cost and time
- Converting high upfront customer capex into lower opex
- Leveraging Spire's space heritage, vertically integrated capabilities and global space infrastructure to revolutionize how customers access space
- Spire's consistent launch schedule and in-house nanosat design and assembly allows customer sensors to go from design to launch-ready in 3 to 6 months

Recent Customer Wins

Jacobs

Australian Office of National Intelligence

Orbitare

Source: Based on Management's assessment of legacy satellite development, with development cycle and cost based on publicly available information regarding CYGNSS (Cyclone Global Navigation Satellite System)

RECENT WINS DEMONSTRATE DIFFERENTIATED VALUE PROPOSITION

	Customers	Customer Requirements	Spire Solution
	VesselBot	• Improve Time Charter Equivalent and reduce emissions according to IMO rules	Vesselbot improved their Voyage Optimization system by including Spire Maritime products, achieving **10-15% increase in TCE** and **30% reduction in GHG emissions**
	2N	• Manage real-time ship and cargo capacity	
	SATAVIA	• Manage risks and logistics of re-opening air travel during COVID-19	Delivers comprehensive air traffic data that SATAVIA utilizes to enable **live monitoring and live updates** on virus importation risk
	AERION SUPERSONIC	• Reduce GHG emissions and enable boomless supersonic flight	
	OLDENDORFF	• Manage external factors that increase fuel consumption, CO_2 emissions and complicate time estimates	Olendendorff utilized AIS tracking and weather data to **locate vessels** and better **manage external risk factors** resulting in an **2.5% increase in accuracy of their fuel** consumption model
	NASA	• Precise atmospheric and ionospheric data for weather and climate research	
	Australian Government Office of National Intelligence	• Custom, encrypted RF data for Five Eyes	Five Eyes National Intelligence Office **received** access to encrypted RF sensing **capabilities on orbit within 10 months of signing** a contract
	Orbitare	• Launch of IoT offering for European customers within 3 months	

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SPIRE'S RAPID GROWTH RATE IS DRIVEN BY CONSIDERABLE UPSELL

Blue Chip Customer Base

AERION SUPERSONIC, Air Support, Australian Office of National Intelligence, Chevron, CLS, esa, EMSA, flightradar24, Jacobs, Lloyd's List, myairops, NASA, NOAA, OLDENDORFF, Space Dynamics Laboratory, Orbitare, PredictWind.com, SATAVIA, stratumfive, US Coast Guard, US Air Force

150+ / ~30(1)
Product Customers / Countries

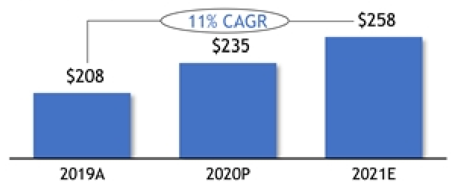
Best-in-Class SaaS Metrics

104%
ARR Growth (2020P)

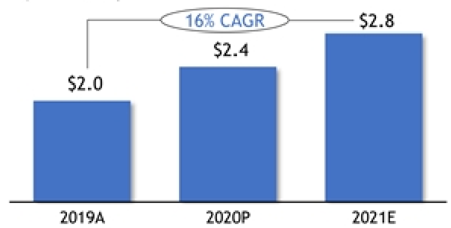
145%+
Customer Net Retention Rate (2020P)

<7 Months
Time to Payback Customer Acquisition Cost (2020P)

Average ARR per Product Customer Growth



Avg. ACV Bookings / Salesperson



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(1) As of February 2021

SPIRE HAS A MULTI-PRONGED GROWTH STRATEGY

Accelerate Market Capture with Investment in Sales, Marketing and Product Development

- *Hire Additional Sales Personnel, Increase External Marketing and Drive Product Development for Further Upsell*

Expand Into New Geographies and Verticals

- *Establish Presence in Latin America and Middle East; Increase Presence in Existing Geographies*

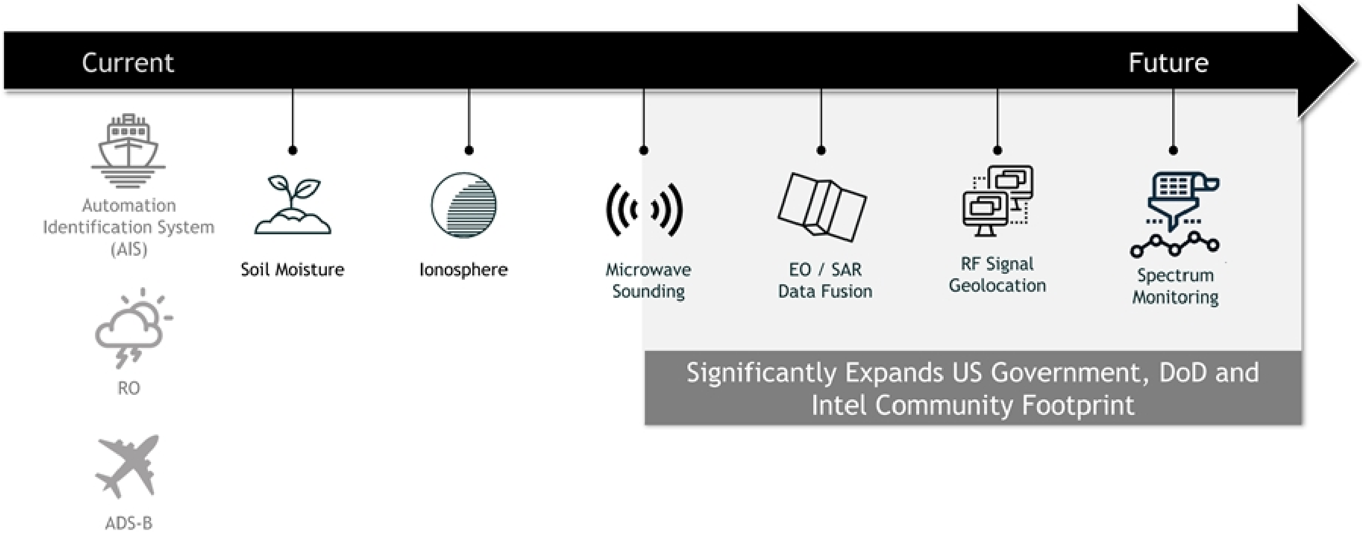
Expand Proprietary Data Sets and SpireSight Analytics Engine

- *Soil Moisture, Ionosphere, RF Monitoring, Spectrum Monitoring, EO/SAR Data Fusion, AI/ML for Weather*

Extend Capabilities through M&A

- *Acquire 3rd Party Data Providers, Cutting Edge Software Capabilities*

EXPANDING SPIRE'S PROPRIETARY DATA SETS WILL HELP DRIVE BETTER INSIGHTS, COMPETITIVE ADVANTAGE AND ADDITIONAL REVENUE OPPORTUNITIES



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EXCEPTIONAL MANAGEMENT TEAM WITH DEEP DOMAIN EXPERTISE

Peter Platzer
CEO
HARVARD UNIVERSITY BCG Deutsche Bank CERN

Tom Krywe
CFO
DELL EMC jive

Theresa Condor
EVP/GM, Orbital Services and EI
Cornell University brac Columbia University

Jeron Cappaert
CTO
KU LEUVEN NASA

John Lusk
VP, Data Business
Wharton Microsoft

Joel Spark
VP, Space
AIRBUS

Keith Johnson
VP, Federal
SAP Akamai ORACLE

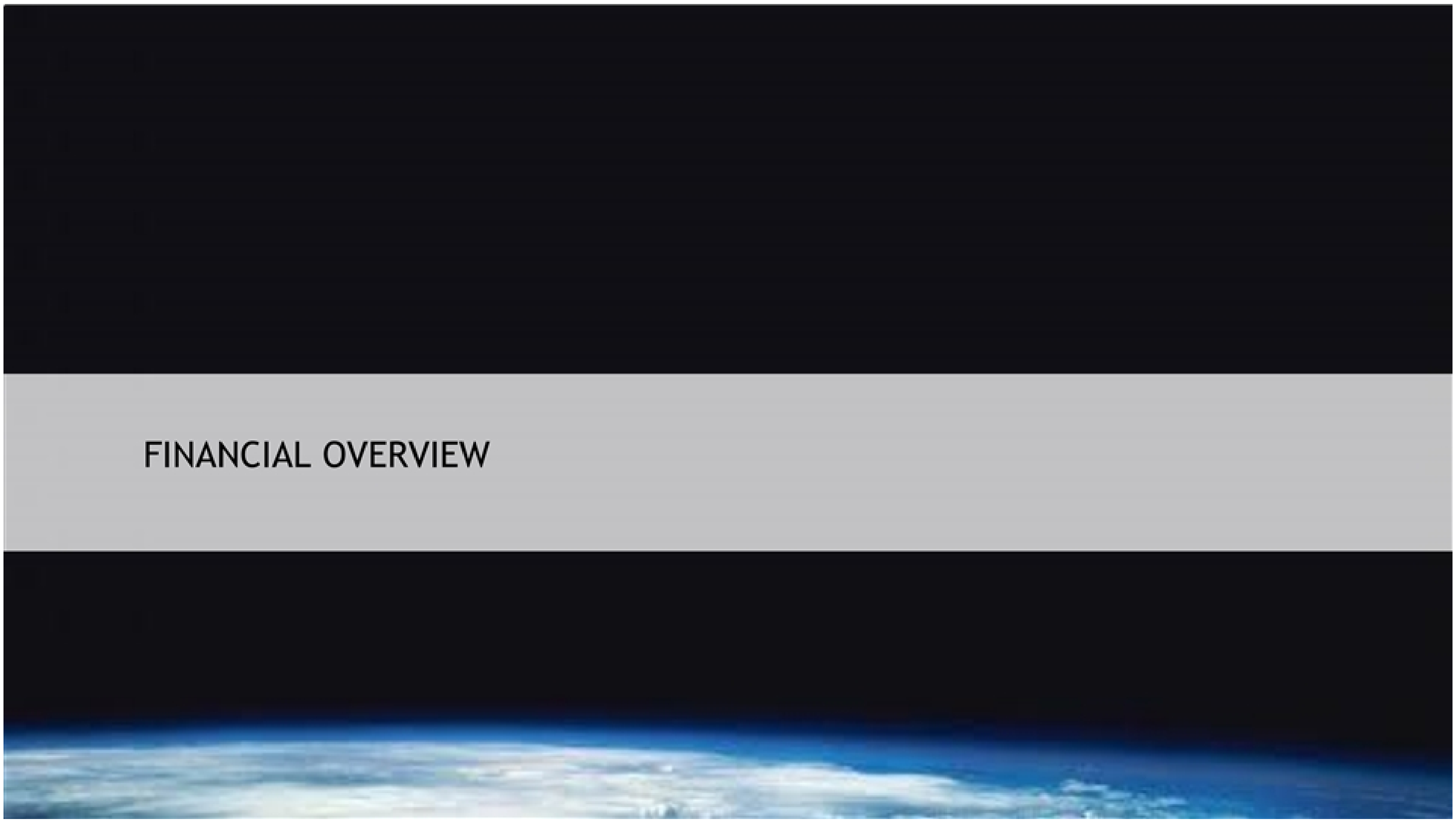
Johnny Truong
VP, Engineering
Medallia University of Waterloo NVIDIA

Ananda Martin
GC
amazon PAUL HASTINGS

>20 years
Average experience

>5 years
Average with Spire

FINANCIAL OVERVIEW



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SPIRE KEY FINANCIAL HIGHLIGHTS

- Recurring Revenue Model with Exceptional SaaS KPIs
- Land and Expand Strategy Drives Revenue Visibility and NRR (~145% in 2020P)
- Strong Growth in ARR Drives Top Line Momentum
- Highly Scalable Model with 90%+ Gross Margins and 80%+ FCF Conversion(1) by 2025E
- Clear Path to Profitability; Transaction Expected to Fully Fund the Growth Plan

Note: This slide contains non-GAAP financial measures and key metrics relating to Spire's past and expected future performance. You can find the reconciliation of these measures to the most directly comparable GAAP financial measure in the Appendix at the end of this presentation. The non-GAAP financial measures disclosed in this presentation should not be considered a substitute for, or superior to, the financial measures prepared in accordance with GAAP
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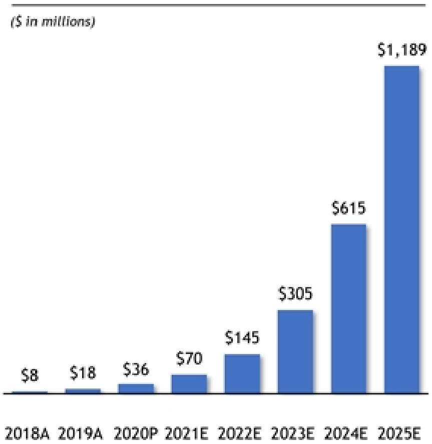
(1) FCF is a non-GAAP measure defined as Adj. EBITDA - Capex. FCF conversion defined as (Adj. EBITDA - Capex) / Adj. EBITDA

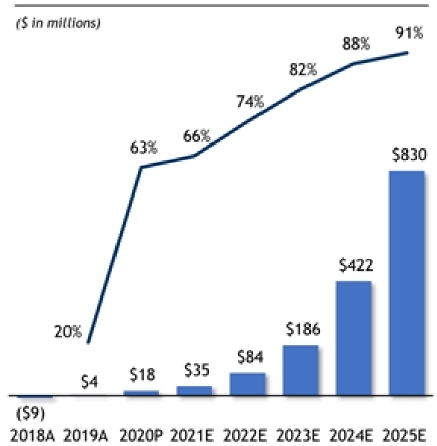
RECURRING REVENUE MODEL WITH EXCEPTIONAL SaaS KPIs

2020P Metrics	145% NRR	97% GRR	6.6 month CAC Payback	16.4x CLTV / CAC	89% ARR to ACV Bookings	$235K ARR / Customer	21 month Avg. Contract Length[(1)]

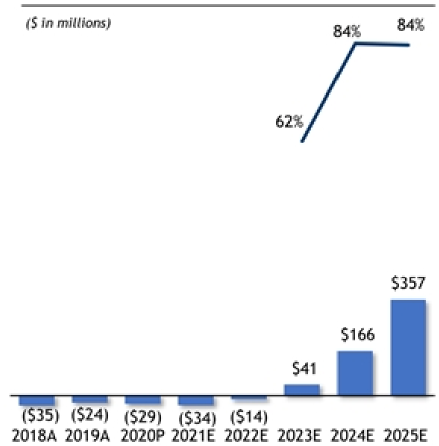
Annual Recurring Revenue



Non-GAAP Gross Profit and Gross Margin %



Free Cash Flow and FCF Conversion %[(2)]



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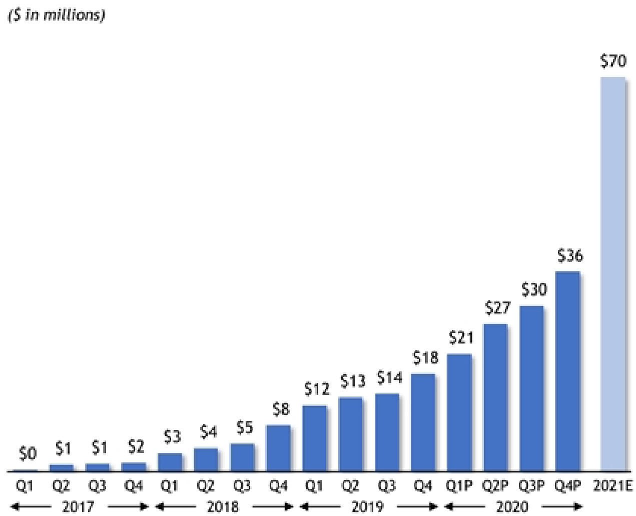
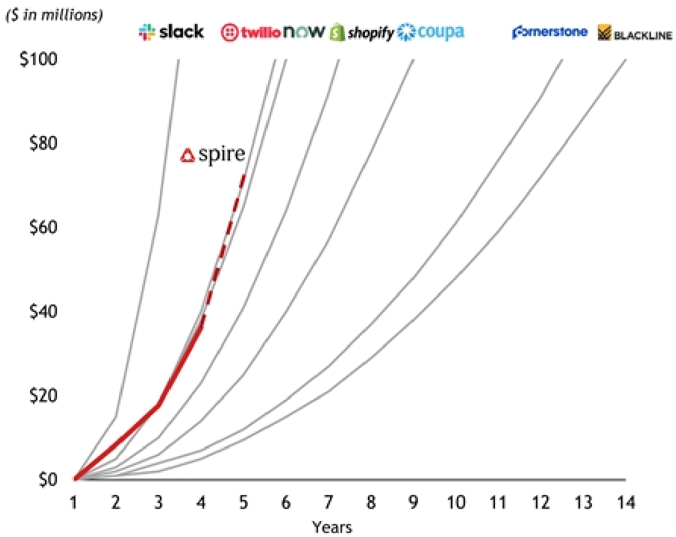
(1) Average contract length is calculated by taking new customer total contract value bookings divided into contract length (dollar weighted)
(2) FCF is a non-GAAP measure defined as Adj. EBITDA - Capex. FCF conversion defined as (Adj. EBITDA - Capex) / Adj. EBITDA

SPIRE'S ARR GROWTH COMPARES FAVORABLY WITH BEST-IN-CLASS SaaS COMPANIES

Annual Recurring Revenue Evolution



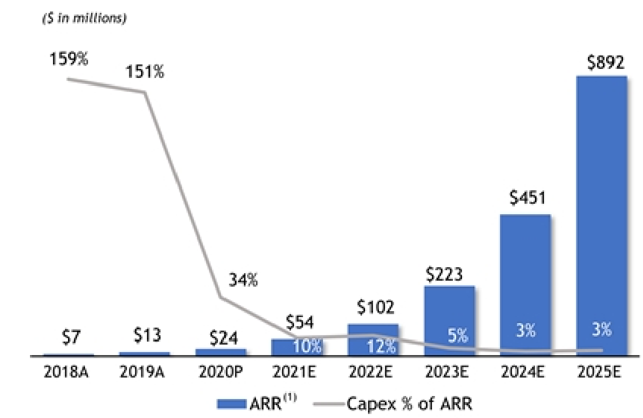
Years from $1 million to $100 million ARR(1)



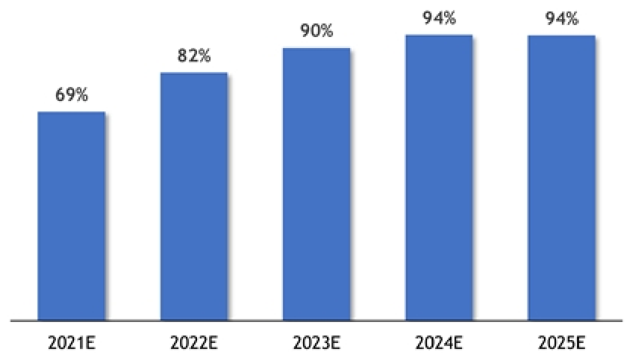
Source: BVP Nasdaq Emerging Cloud Index; https://www.bvp.com/bvp-nasdaq-emerging-cloud-index as of February 2021
Note: All Spire financials actual through 2019, preliminary for 2020, and management estimates for 2021. Year 5 Spire ARR data based on management estimates
(1) Uses quarterly revenue times four as a proxy for ARR and assumes it takes 24 months from founding to $1 million ARR where data is unavailable

SPIRE'S BUSINESS MODEL IS CAPITAL EFFICIENT WITH SIGNIFICANT OPERATING LEVERAGE

Spire Core Business Capital Efficiency(1)



Spire's Incremental Gross Margin(2)



Limited Additional Capex Requirements
Global space infrastructure in place

Attractive Operating Leverage Profile
Driven by Spire's collect once, sell many times model

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(1) Excludes Orbital Services
(2) YoY change in gross profit / YoY change in revenue for incremental gross profit

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SPIRE NON-GAAP FINANCIAL SUMMARY

($ in millions)

FY 12/31	2018A	2019A	2020P	2021E	2022E	2023E	2024E	2025E
ASP for ARR (in thousands)	**$262**	**$208**	**$235**	**$258**	**$310**	**$332**	**$370**	**$396**
Total GAAP Revenue	**$6**	**$18**	**$28**	**$54**	**$114**	**$227**	**$478**	**$913**
% growth		*203%*	*54%*	*89%*	*112%*	*99%*	*111%*	*91%*
Gross Profit	**($9)**	**$4**	**$18**	**$35**	**$84**	**$186**	**$422**	**$830**
% margin	*NM*	*20%*	*63%*	*66%*	*74%*	*82%*	*88%*	*91%*
(-) Research & Development	($12)	($17)	($20)	($28)	($40)	($55)	($96)	($146)
(-) Sales & Marketing	(4)	(5)	(10)	(19)	(32)	(58)	(105)	(201)
(-) General and Administrative	(9)	(10)	(12)	(14)	(18)	(23)	(45)	(91)
Operating Profit	**($35)**	**($28)**	**($24)**	**($26)**	**($5)**	**$51**	**$175**	**$392**
% margin						*22%*	*37%*	*43%*
(+) D&A	11	13	5	8	11	16	22	33
Adj. EBITDA	**($23)**	**($15)**	**($18)**	**($18)**	**$6**	**$66**	**$198**	**$425**
% margin					*5%*	*29%*	*41%*	*47%*
(-) Capex	(12)	(9)	(10)	(16)	(20)	(25)	(31)	(68)
Free Cash Flow (FCF)	**($35)**	**($24)**	**($29)**	**($34)**	**($14)**	**$41**	**$166**	**$357**
% FCF conversion						*62%*	*84%*	*84%*

Source: 2021 – 2025 Spire financials based on management projections

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FCF conversion defined as (Adj. EBITDA - Capex) / Adj. EBITDA

TRANSACTION & VALUATION OVERVIEW

TRANSACTION OVERVIEW

Transaction Structure

- NavSight Holdings (NYSE: NSH) is a publicly listed special purpose acquisition company with $230 million cash held in trust
- Raised $245 million in PIPE commitments (including $10 million from NavSight)
- Pro forma enterprise value of ~$1.2 billion
- Clear path to profitability and the transaction is expected to fully fund the Company's growth plan

Illustrative Pro Forma Capitalization

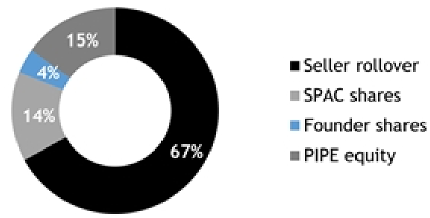
	Amount
PF Shares Outstanding	163.7
Share Price	$10
PF Equity Value	**$1,637**
(-) Assumed PF Net Cash	(408)
PF Enterprise Value To Market	**$1,230**

Illustrative Sources and Uses

Sources	Amount
Seller Rollover	$1,105
Cash in SPAC Trust	230
Cash from Spire Balance Sheet	51
PIPE Equity	245
Total Sources	**$1,631**

Uses	Amount
Existing Spire Shareholders	$1,105
Debt Repayment[1]	88
Cash to Spire Balance Sheet	408
Estimated Fees and Expenses	31
Total uses	**$1,631**

Illustrative Pro Forma Ownership at Close



Note: Excludes 8mm earnout shares issued to Spire stockholders in four equal tranches of 2mm each at share price thresholds of $13, $16, $19 and $22, and approximately 13mm unvested employee stock options (on a post-transaction basis) to be assumed under the Incentive Plan. Also excludes the 11.5m warrants held by the SPAC stockholders and 6.6m warrants held by the SPAC sponsor

Note: Assumes no redemption of shares / cash in trust

(1) Assumes the repayment of outstanding debt. Spire is in negotiations for a new credit facility pursuant to which the debt holder would have the option to convert their loan into $88m of shares in the Company at a conversion price of $10 per share

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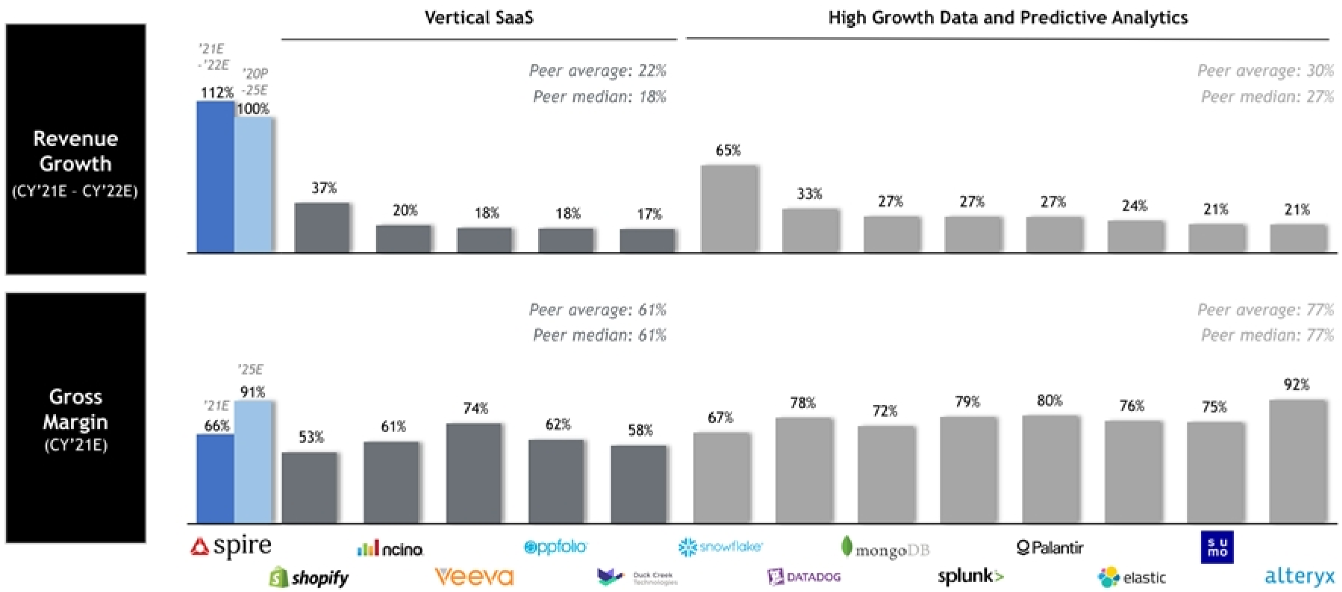
DEFINING THE PEER GROUP FOR SPIRE

Vertical SaaS	▪ Leading vertical focused SaaS players ▪ Solutions created for specific industries, or unique data sets for many industries ▪ Clear path to profitability and strong operating leverage
High Growth Data and Predictive Analytics	▪ Key beneficiaries of digital transformation with large market opportunity in big data, analytics and solutions ▪ Significant revenue scale and strong growth
Emerging Space Technologies	▪ First movers in new categories ▪ Accessing the new space economy with different models

OPERATIONAL BENCHMARKING – VERTICAL SaaS AND HIGH GROWTH DATA / ANALYTICS



Source: Company filings and FactSet as of 2/12/21.

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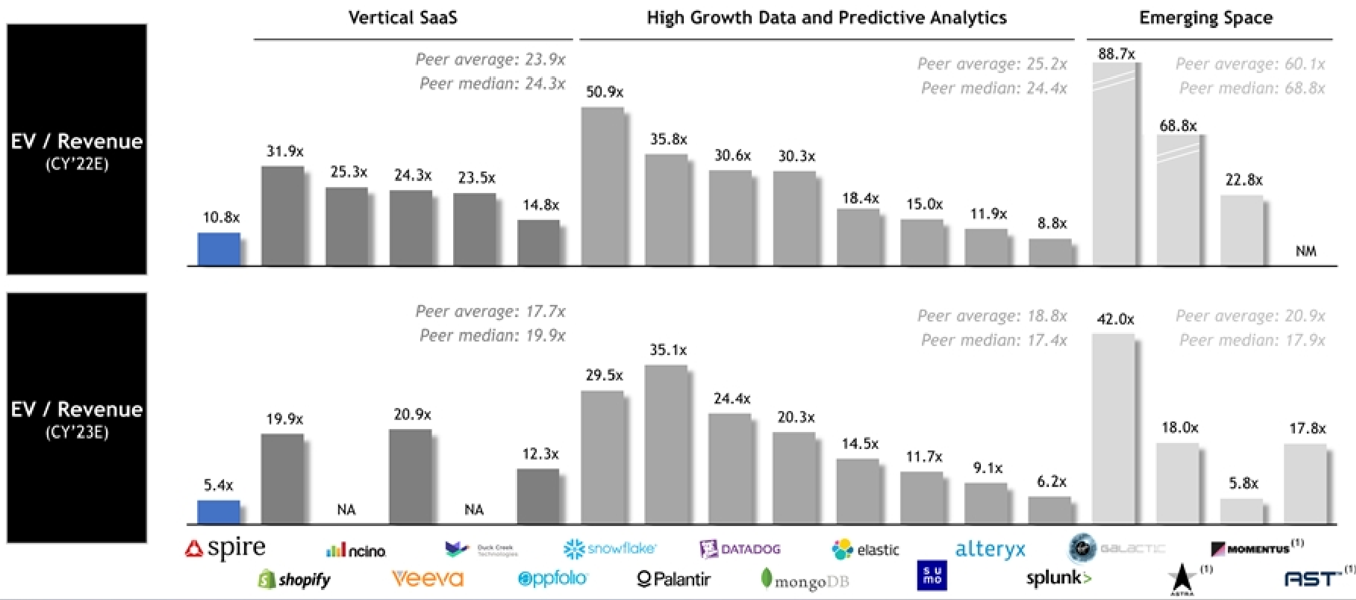
OPERATIONAL BENCHMARKING – EMERGING SPACE TECHNOLOGIES

Source: Spire financials based on management projections. This slide contains non-GAAP financial measures and key metrics relating to Spire's past and expected future performance. You can find the reconciliation of these measures to the most directly comparable GAAP financial measure in the Appendix at the end of this presentation. The non-GAAP financial measures disclosed in this presentation should not be considered a substitute for, or superior to, the financial measures prepared in accordance with GAAP. 2020P financials are unaudited. Our audited financial statements for our year ended December 31, 2020 are not yet available. Accordingly, the 2020 financial results are preliminary and subject to the completion of our financial closing procedures and any adjustments that may result from the completion of the audits of our financial statements. As a result, these preliminary results may differ from the actual results that will be reflected in our financial statements when they are completed and publicly disclosed. These preliminary results may change and any change may be material
Virgin Galactic financials based on historical filings and FactSet consensus estimates as of 2/3/21. Momentus, Astra and AST financials based on management projections included in publicly filed investor presentations at announcement of respective SPAC transactions.

Note: NM denotes "not meaningful" due to no available data or negative values. NA denotes "not available" due to lack of disclosed or projected financials

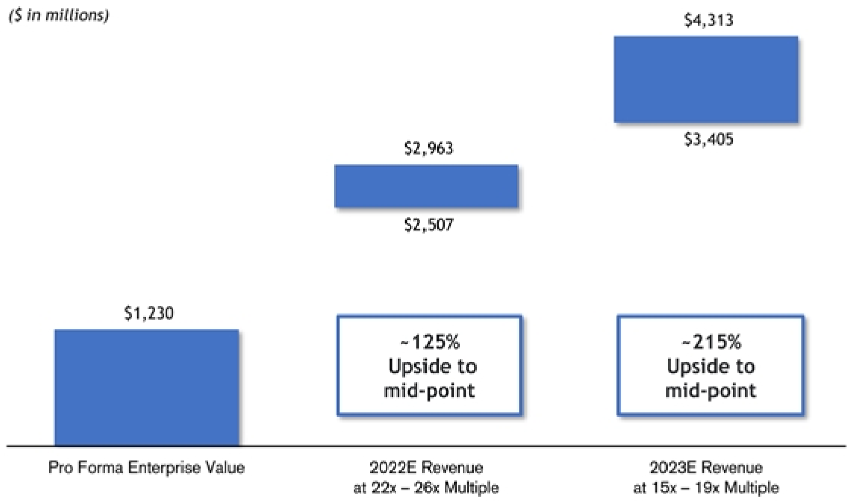
PEER GROUP VALUATION BENCHMARKING



Source: Company filings and FactSet as of 2/12/21
Note: NA denotes "not available" due to no available data
(1) EV based on current SPAC share price applied to PF capital structure.

TRANSACTION PRICED AT A DEEP DISCOUNT TO PEER MULTIPLES

Transaction Value | **Peer Valuation**



Summary of Approach

- Applies a range of multiples to Spire's 2022E and 2023E management forecasted revenue to arrive at an implied enterprise value
- The applied range of multiples is centered around the EV / sales multiples of Vertical SaaS and High Growth Data and Predictive Analytics peers, with sensitivity built on both high and low ends
- 2022E / 2023E projected financials-based valuation is the appropriate approach given Spire's track record of recurring revenue growth and ramp to at-scale gross margins of 90%+ by FY2025E

APPENDIX

GLOSSARY / DEFINITIONS

ACV	Annual Contract Value: Amount of estimated revenue to be delivered in the first 12 months of customer contract
Average Contract Length	New customer total contract value bookings / contract length (dollar weighted)
ADS-B	Automatic Dependent Surveillance-Broadcast
AI	Artificial Intelligence
AIS	Automation Identification System
API	Application Programming Interface
ARR	Annual Recurring Revenue: Customer requires the products/services to support their on-going business; excludes all one-time business
ASP	Average Sales Price
CAC	Customer Acquisition Cost: Associated sales and marketing costs spent on acquiring new customers / the number of new customers acquired
CAC Payback	Time (in months) to payback customer acquisition costs; CAC / (Avg. ACV per account * non-GAAP gross margin)
CLTV	Customer Lifetime Value: (ARR * non-GAAP gross margins) * estimated customer life (1 - GRR of 90%)
EO	Electro Optical
FCF	Free Cash Flow = Adj. EBITDA - Capex
FCF Conversion	FCF / Adj. EBITDA
GHG	Greenhouse Gases
GRR	Gross Retention Rate: ARR that was renewed (net of churn) divided into ARR up for renewal
IMO	International Maritime Organization
ML	Machine Learning
NRR	Net Retention Rate: ARR that was renewed (net of churn) plus upsell divided into ARR up for renewal
RF	Radio Frequency
RO	Radio Occultation
SAR	Synthetic Aperture Radar
TCE	Time Charter Equivalent
TT&C	Telemetry, Tracking & Command
VPN	Virtual Private Network

RECONCILIATION OF NON-GAAP FINANCIALS

Gross Profit Reconciliation

FY 12/31	2018A	2019A	2020P
Revenue	**$6**	**$18**	**$28**
(-) COGS	(15)	(15)	(11)
Gross Profit (GAAP)	**($9)**	**$4**	**$18**
(+) Stock Compensation	0	0	0
Gross Profit (Non-GAAP)	**($9)**	**$4**	**$18**

Operating Profit Reconciliation

FY 12/31	2018A	2019A	2020P
Gross Profit (GAAP)	**($9)**	**$4**	**$18**
(-) Research and Development	(13)	(17)	(21)
(-) Sales and Marketing	(4)	(5)	(10)
(-) General and Administrative	(10)	(10)	(13)
Operating Profit (GAAP)	**($36)**	**($29)**	**($26)**
(+) Stock Compensation	2	2	2
Operating Profit (Non-GAAP)	**($35)**	**($28)**	**($24)**

EBITDA Reconciliation

FY 12/31	2018A	2019A	2020P
Net Income (Loss) from Continuing Operations	**($37)**	**($32)**	**($32)**
(+) Depreciation & Amortization	11	13	5
(+) Net Interest and Other Income	1	3	6
(+) Taxes	0	0	-
EBITDA	**($25)**	**($17)**	**($21)**
(+) Stock Compensation	2	2	2
Adj. EBITDA	**($23)**	**($15)**	**($18)**
(-) CapEx	(12)	(9)	(10)
Free Cash Flow	**($35)**	**($24)**	**($29)**

Note: 2020P financials are unaudited. Our audited financial statements for our year ended December 31, 2020 are not yet available. Accordingly, the 2020 financial results are preliminary and subject to the completion of our financial closing procedures and any adjustments that may result from the completion of the audits of our financial statements. As a result, these preliminary results may differ from the actual results that will be reflected in our financial statements when they are completed and publicly disclosed. These preliminary results may change and any change may be material

spire

SPIRE'S PROPRIETARY LEMUR ("LOW EARTH MULTI-USE-RECEIVER") NANOSATELLITE

Standard, Mature Nanosatellite Bus Used to Host Multiple Sensors

- LEMUR is a standard, mature nanosatellite bus, which is used to host all of Spire's data products
- **Multiple sensors are hosted on each LEMUR nanosatellite**, reducing the production cost for each data type and allowing optimization of data production across the entire fleet
- Spire owns the IP for its nanosatellite, allowing **continuous improvements to the capability** of both the bus as well as the hosted sensors
- All LEMURs are **manufactured in-house by Spire** in our end-to-end manufacturing facility, increases nanosatellite build quality and speed while lowering cost
- **Full license to operate on a commercial basis** in multiple jurisdictions

Illustrative Size Comparison of a LEMUR

141	25+	300
Nanosatellites Launched	Spacecraft Iterations	Flight-Years Heritage

SPIRE MARITIME

Superior Global Vessel Tracking Capabilities

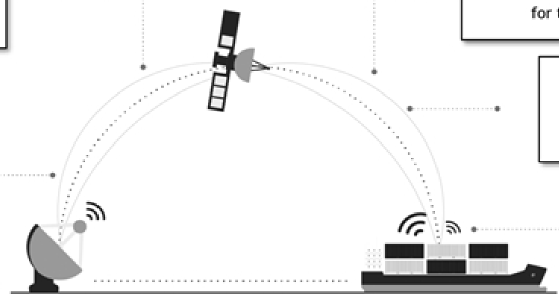
Predict AI-Routing
With ETA allows for more precise route calculations, optimal port management and refined forecasting

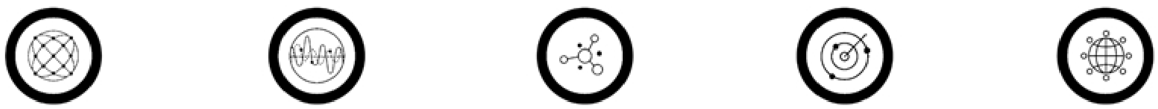
Historical positions API
Access to an archive of past positions for thousands of vessels

Enhanced Vessel Data
35 specialized fields of vessel information

Vessels API
Combines the AIS messages into one API and integrates positional data with static information into one report

Messages API
Entire cleansed AIS data feed





Global maritime coverage

Unique coverage in high traffic areas

Accurate - Easy-to-use flexible APIs

All-in-one solution for maritime data analytics

Continuously growing infrastructure

SPIRE AVIATION

Terrestrial Only Coverage

Global Coverage with Satellite ADS-B

Global Coverage including Remote Areas

Multiple APIs Allow Quick and Easy Data Queries

Easy Integration with Weather Data

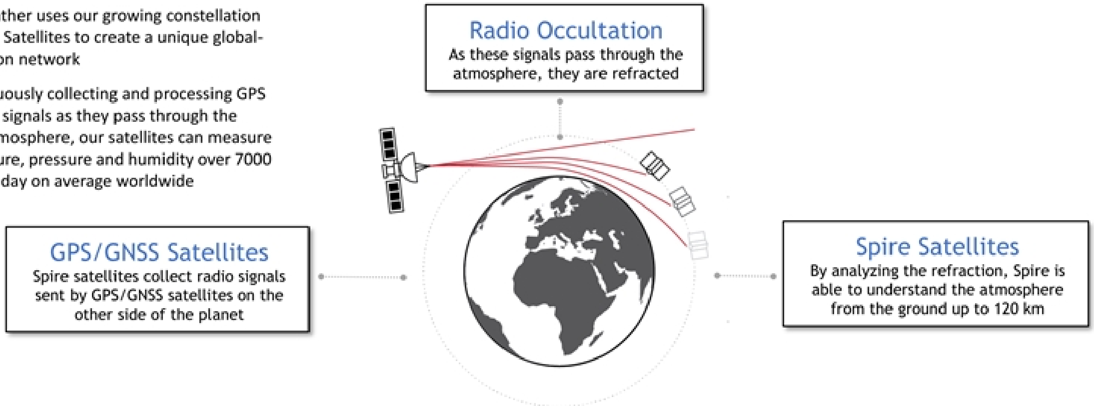
100M+ ADS-B Position Updates Delivered Daily[1]

(1) As of February 2021

SPIRE WEATHER

Enhancing Weather Forecasts with Spire's Unique Technology

- Spire Weather uses our growing constellation of LEMUR Satellites to create a unique global-observation network
- By continuously collecting and processing GPS and GNSS signals as they pass through the earth's atmosphere, our satellites can measure temperature, pressure and humidity over 7000 times per day on average worldwide



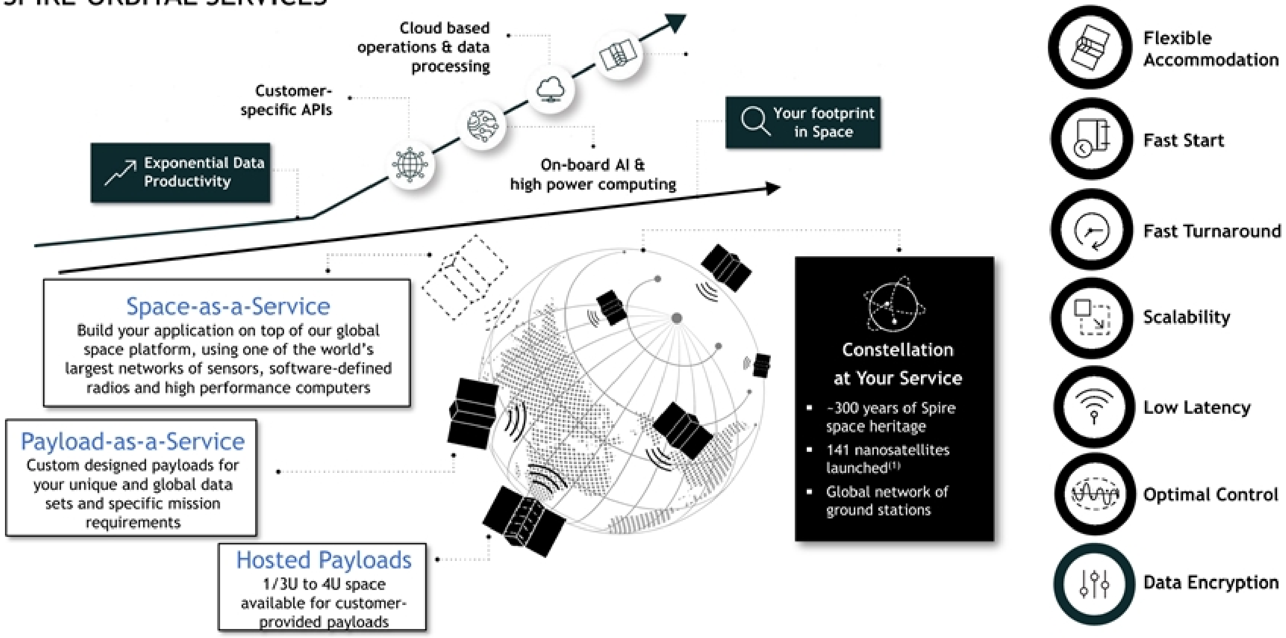
Unbiased Measurement of Weather Conditions via Radio Occultation

Homogeneously Spread Around the World, Scanning the Entire Planet 24/7

Observing the Weather from the Ground Up

spire

SPIRE ORBITAL SERVICES



(1) As of January 2021