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

FORM 10-K

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

For the fiscal year ended December 31, 2024

OR

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

For the transition period from _____ to _____

Commission File Number: 001-35895

THRYV HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**13-2740040**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
2200 West Airfield Drive, P.O. Box 619810 D/FW Airport, TX	**75261**
(Address of principal executive offices)	(Zip Code)

(972) 453-7000

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	**THRY**	**The Nasdaq Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐ 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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the registrant, based on the closing price of the registrant's common stock on June 30, 2024, as reported by the Nasdaq Capital Market on such date was approximately $600 million. Shares of the registrant's common stock held by each executive officer, director and non-passive holders of 10% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

As of February 25, 2025, there were 43,371,149 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain portions of the registrant's definitive proxy statement for its annual meeting of stockholders, to be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended December 31, 2024, are incorporated herein by reference.

THRYV HOLDINGS, INC.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K ("*Annual Report*") contains forward-looking statements that reflect our current views with respect to future events and financial performance. Such statements are provided under the "safe harbor" protection of the Private Securities Litigation Reform Act of 1995 and include, without limitation, statements concerning the conditions of our industry and our operations, performance, and financial condition, including, in particular, statements relating to our business, growth strategies, product development efforts, and future expenses. Forward-looking statements include all statements that do not relate solely to historical or current facts and generally can be identified by words such as "anticipates," "intends," "plans," "seeks," "believes," "could," "estimates," "expects," "likely," "may," and similar references to future periods, or by the inclusion of forecasts or projections. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our future business and financial performance, such as those contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy, and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Accordingly, we caution you against relying on forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national, or global political, economic, business, competitive, market, and regulatory conditions and the following:

- significant competition for our Marketing Services solutions and Software as a Service ("*SaaS*") offerings, including from companies that use components of our SaaS offerings provided by third parties;
- our ability to maintain profitability;
- our ability to manage our growth effectively;
- our ability to transition our Marketing Services clients to our Thryv platform (as defined below), maintain transitioned clients on that platform and sell them additional or upgraded products, sell our platform into new markets or further penetrate existing markets;
- our ability to maintain our strategic relationships with third-party service providers;
- internet search engines and portals potentially terminating or materially altering their agreements with us;
- our ability to keep pace with rapid technological changes and evolving industry standards;
- our small to medium-sized businesses ("*SMBs*") clients potentially opting not to renew their agreements with us or renewing at lower spend;
- potential system interruptions or failures, including cybersecurity breaches, identity theft, data loss, unauthorized access to data or other disruptions that could compromise our information;
- our potential failure to identify suitable acquisition candidates and consummate such acquisitions;
- our ability to complete acquisitions and the successful integration of such acquisitions, including our recently completed acquisition of Infusion Software, Inc. d/b/a Keap (*"Keap"* and the acquisition of Keap, the *"Keap Acquisition"*), and any failure of an acquired business to achieve its plans and objectives or realize any expected benefit from any such acquisition;
- the potential loss of one or more key employees or our inability to attract and to retain highly skilled employees;
- our ability to maintain the compatibility of our Thryv platform with third-party applications;
- our ability to successfully expand our operations and current offerings into new markets, including internationally, or further penetrate existing markets;
- our potential failure to provide new or enhanced functionality and features;
- our potential failure to comply with applicable privacy, security and data laws, regulations and standards;
- potential changes in regulations governing privacy concerns and laws or other domestic or foreign data protection regulations;
- our potential failure to meet service level commitments under our client contracts;
- our potential failure to offer high-quality or technical support services;
- our Thryv platform and add-ons potentially failing to perform properly;
- our use of artificial intelligence in our business, and challenges with properly managing its use, could result in reputational harm, competitive harm, and legal liability;
- the potential impact of future labor negotiations;
- our ability to protect our intellectual property rights, proprietary technology, information, processes, and know-how;
- rising inflation and our ability to control costs, including operating expenses;
- general macro-economic conditions, including a recession or an economic slowdown in the U.S. or internationally;
- adverse tax laws or regulations or potential changes to existing tax laws or regulations;

- costs, liabilities and reputational harm resulting from regulatory investigations, including the subpoena from the Division of Enforcement of the Securities and Exchange Commission (the "*SEC*");
- volatility and weakness in bank and capital markets; and
- costs, obligations and liabilities incurred as a result of and in connection with being a public company.

For additional information regarding known material factors that could cause the Company's actual results to differ from its projected results, see Part I. Item 1A. *Risk Factor*s in this Annual Report. Readers are cautioned not to place undue reliance on forward-looking statements contained in this document, which speak only as of the date of this Annual Report. Except as required by applicable law, the Company undertakes no obligation to update or revise any forward-looking statements publicly after the date they are made, whether as a result of new information, future events, or otherwise.

In this Annual Report, the terms "*our Company,*" "*we,*" "*us,*" "*our,*" "*Company*" *and* "*Thryv*" refer to Thryv Holdings, Inc. and its subsidiaries, unless the context indicates otherwise.

PART I

Item 1. Business

Overview

We are dedicated to supporting local, independent service-based businesses and emerging franchises by providing a cloud-based software platform, and innovative marketing solutions to the entrepreneurs who run them. Our company is built upon a rich legacy in the marketing and advertising industry. We are one of the largest providers of SaaS all-in-one small business management software in addition to providing print and digital marketing solutions to SMBs. Our solutions enable our SMB clients to attract and generate new business leads, manage their customer relationships efficiently with artificial intelligence ("*AI*") tools and automations, and run their day-to-day operations to save time, compete and win in today's SMB environment. As of December 31, 2024, we serve approximately 300,000 SMB clients through our two business segments: Thryv SaaS and Thryv Marketing Services.

On October 31, 2024, we acquired Keap, a SaaS email marketing and sales platform for small businesses. On April 3, 2023, we acquired Yellow Holdings Limited, a New Zealand marketing services company (the "*Yellow Acquisition*"). In addition, on January 21, 2022, we acquired Vivial Media Holdings, Inc., a marketing and advertising company with operations in the United States.

We report our results based on two reportable segments (see Note 17, *Segment Information)*:

- Thryv Marketing Services, which includes our print and digital solutions business; and
- Thryv SaaS, which includes our SaaS flagship all-in-one small business management platform.

Thryv Marketing Services

Thryv's Marketing Services segment provides both print and digital solutions. Our Thryv Marketing Services segment generated $480.7 million of revenue for the year ended December 31, 2024. During the third quarter of 2024, we made a strategic decision to terminate our Marketing Services solutions by the end of 2028.

Our primary Thryv Marketing Services offerings include:

Print

- **Print Yellow and White Pages.** Print marketing solutions through our owned and operated Print Yellow Pages ("*PYPs*"), which carry "*The Real Yellow Pages*" tagline in the U.S. Domestically, we primarily publish PYP titles on a 18 to 24-month publication cycle, with the majority on an 18-month publication cycle. Internationally, we publish PYP and Print White Page titles on 12-month publication cycles in Australia, and 18-month publication cycles in New Zealand. We generate revenue by charging for advertisements placed within these titles.

Digital

- **Internet Yellow Pages.** Digital marketing solutions through our proprietary Internet Yellow Pages ("*IYPs*"), including Yellowpages.com, Superpages.com, Dexknows.com, and Extended Search Solutions ("*ESS*") in the U.S. and Yellowpages.com.au, Whitepages.com.au, Whereis.com, Truelocal.com.au, Yellow.co.nz, Whitepages.co.nz, Finda.co.nz and Tourism.net.nz internationally.
    - During the year ended December 31, 2024, traffic to the U.S. sites averaged over 11 million visits per month across the three properties. We generate IYP revenue by charging SMBs for advertisements and priority placement.
    - During the year ended December 31, 2024, traffic to these international sites averaged approximately 5 million visits per month across the eight properties. We generate IYP revenue by charging SMBs for advertisements and priority placement.
    - We also offer ESS enabling SMBs to buy advertising on our network of owned and third-party directory websites, including Yelp, Nextdoor, and other popular sites. Our ESS network provides SMB clients expanded access to high-converting traffic at a low cost. We believe we are the only provider to offer this broad network of online directory sites with a single purchase.

- **Search Engine Marketing.** Search engine marketing ("*SEM*") solutions that deliver business leads from Google, Yahoo!, Bing, Yelp, and other major engines and directories. Our SEM offerings leverage a mix of in-house and off-the-shelf technology to design ads, generate bids, and deliver reporting to advertisers. We track cost-per-click and cost-per-call metrics for our SMB clients, which gives them insights into the effectiveness of their ad campaigns.
- **Other Digital Media Solutions**. Other digital media solutions include online display and social advertising, online presence and video, and search engine optimization ("*SEO*") tools.

Thryv SaaS

Thryv's SaaS segment is comprised of our SaaS offering Thryv®, our flagship all-in-one small business management platform (or "*Thryv Platform*"), which consists of Business Center, Marketing Center, Command Center, ThryvPay℠, Thryv Add-Ons, and "Keap Automations", the SaaS email marketing and sales automation platform we acquired in the Keap Acquisition. Our Thryv SaaS segment generated $343.5 million of revenue for the year ended December 31, 2024.

- **Business Center.** Thryv Business Center is designed to allow an SMB everything necessary to streamline day-to-day business operations, including customer relationship management ("*CRM*"), appointment scheduling, estimate and invoice creation, payments, document management, social media content, and online AI review management.

  Our Business Center feature set mirrors the journey of a typical consumer, who begins on a search engine, reads business reviews, finds a company's website and/or social media profiles, and clicks to set up an appointment or request information. After booking an appointment, the consumer typically expects an estimate and eventually an invoice, with the ability to pay online in an easy and efficient manner. This experience is then followed by prompts for reviews and referrals, along with periodic reminders and additional campaigns to generate repeat business.

  Built on a customizable CRM database where businesses store customer information and then utilize a host of customer communication tools, Business Center helps SMBs communicate with their customers and manage day-to-day business operations. It automatically updates and maintains client listings, across the web, ensuring our SMBs' online information is always correct.

  Business Center is sold on a monthly auto-subscription basis, which generates a recurring revenue stream. Clients can upgrade their service to a more feature-rich solution at any time as their business grows. We offer a variety of tiers, which we believe enables SMBs to choose the optimal features for their business. We believe the platform represents an attractive value for our SMB clients as compared to competitor products, such as single solutions or complex enterprise software systems that are suited to larger companies.

- **Marketing Center.** Thryv Marketing Center is a fully integrated next generation marketing and advertising platform operated by the end user. Marketing Center contains everything a small business owner needs to market and grow their business effectively, including easy to understand, AI driven analytics, and lead attribution, helping them understand what marketing is working for them. Marketing Center offers the following:
  - **AutoID**. Marketing Center connects prospects' and customers' digital interactions with the business and synchronizes these activities with the Thryv CRM records. This enables device-level attribution so Thryv's users know when and where a client found them for proper attribution on what works and what doesn't;
  - **Enhanced Online Presence**. Marketing Center includes paid profiles on YP.com, Yelp.com, and other partners, as well as a robust Google Business Profile Optimization service to ensure that the most viewed online profiles for the Marketing Center user stand out from the competition, get noticed, and drive results;
  - **Omni-Channel Paid Campaigns**. Marketing Center users can run paid advertising campaigns across Google, Facebook, Instagram, Yahoo Display, Connected TV, and Yelp all from a single interface. The user is able to allocate budget to their desire and increase, decrease, pause, or continue a campaign at any time for any reason with full flexibility. All of the tagging, tracking and analytics are automatically configured to simplify the execution of these complex campaigns; and
  - **Marketing Tools**. Marketing Center includes additional marketing tools to help users optimize their online marketing efforts. These include a robust heat mapping tool to optimize and improve their website and landing pages based on visitor behavior, off-line call tracking phone numbers to track the efficacy of offline media efforts such as lawn signs or post cards. Marketing Center also includes a robust competitor watch to track the digital advertising activities of competitors to gleam ideas and work to achieve a competitive advantage when run in conjunction with paid campaigns.

Clients who also purchase Business Center can generate new business via Marketing Center and have these business opportunities automatically injected into their CRM system and enriched with additional data. These new business leads populate the client's CRM database enabling our clients to email, text, call, or otherwise communicate with prospective customers via our Thryv Platform.

- **Command Center.** Command Center, which launched in the third quarter of 2023, enables SMBs to centralize all their internal and external communications through a modular, easily expandable, and customizable platform. Command Center allows an SMB to perform the following tasks to provide a centralized inbox for all customer communication:
    - connect their pre-existing email, Facebook and Instagram accounts;
    - install Command Center's WebChat client on their website; and
    - use Voice over Internet Protocol ("*VoIP*") in-platform telephony services, Short Message Service ("*SMS*") and video calls.

  Command Center uniquely not only combines all of these channels into a single inbox, but, through proprietary technology, stitches each of these channels into a single linear conversation per customer. So as a customer sends email, calls, and SMS to the business, utilization of Command Center means that the SMB sees all of these messages in a single conversation.

- **ThryvPay**. ThryvPay®, is our own branded payment solution that allows users to get paid via credit card and ACH and is tailored to service focused businesses that want to provide consumers safe, contactless, and fast-online payment options. ThryvPay is available to any user of the Thryv Platform, free or paid. ThryvPay offers the following:
    - **Competitive Credit Card Processing Rates**. ThryvPay offers a flat rate per transaction with no set-up fees.
    - **ACH Payments Processing**. Small businesses save money on a per-transaction charge.
    - **Scheduled Payments.** Service-based businesses that offer ongoing services or memberships can utilize our scheduled payments feature. ThryvPay also allows customized installment plans for pre-set specific dates.
    - **Convenience Fees, Surcharges and Tipping**. Small businesses can pass on optional convenience fees and/or surcharges, where allowed, for consumers who want to pay by credit card when presented with multiple payment options, often driving customers to pay by ACH methods, which generates significant savings for SMBs. ThryvPay also allows consumers to leave a tip.
    - **Credit Card and Bank Account on File**. Consumer information is stored in the small business's Thryv account for future transactions, reducing friction for repeat business.
    - **Real-time Reporting and Assistance**. Thryv and ThryvPay integrates and auto-syncs with QuickBooks Online, Quickbooks Desktop, MYOB, Freshbooks, and Xero for accounting reconciliation. Thryv provides dedicated support for dispute and chargeback assistance.
    - **Consumer Financing**. ThryvPay includes a fully integrated partnership with Wisetack, a consumer lending platform that specializes in service-based lending. This enables consumers of Thryv's clients to apply for and pay their service providers utilizing financing. Thryv clients enjoy additional revenue by enabling larger purchases with additional convenience.

- **Thryv Add-Ons.** Thryv Add-Ons include AI-assisted website development, SEO tools, Google Business Profile optimization, and Hub by Thryv^{SM}, and Thryv Leads. These optional platform subscription-based add-ons provide a seamless user experience for our end-users and drive higher engagement within the Thryv Platform while also producing incremental revenue growth.

- **Keap Automations.** Keap is Thryv's sales and marketing automation engine that helps small businesses efficiently grow. Through Keap's Automation Builder and wide range of integrations, businesses can automate all of their repetitive tasks, campaigns, processes, and tools so their teams can get more done in less time and improve their customer experience. Keap offers the following:
    - **CRM:** Manage contacts, notes, tags, and custom fields—all in one place.

- **Sales and Marketing Automations:** Use Keap's Automation Builder to streamline repetitive tasks like lead follow-up, re-engagement campaigns, and gathering customer reviews.
- **Sales Pipelines:** Organize and manage leads with a drag-and-drop interface that triggers emails, quotes, and invoices as leads progress through the pipeline.
- **Keap Business Line:** Keep business and personal communications separate with a free business phone line that works on personal smartphones.
- **Text Messaging:** Send 1:1 texts or broadcast messages to a customer base with ease.
- **Payments and Invoicing:** Convert quotes to invoices in just a few clicks and add "pay now" buttons to emails and texts for faster payments.
- **Landing Pages:** Create and test new sales offers with landing pages in minutes—no website needed.
- **Email Marketing:** Send customized newsletters, broadcasts, or 1:1 emails, scheduled or triggered by customer behavior.
- **AI:** Generate professional and persuasive copy in seconds for emails, campaigns, and more using Keap's generative AI.

Integration of Marketing Services and SaaS

Our expertise in delivering solutions for our client base is rooted in our deep history of serving SMBs. We have worked for decades in our local communities, providing marketing solutions to SMBs. We found that SMBs need technology solutions to communicate with consumers who now do business via their smartphones. We launched our SaaS business in 2015 to provide SMBs with the resources to compete for today's mobile consumers.

In 2024, domestically, we delivered approximately 21 million PYP directories to strategically targeted American homes whose demographics indicate a higher propensity to use print marketing solutions.

We reach our clients utilizing a multi-channel sales approach that allows us to meet market demand through an extensive inside and outside sales force, channel partners, and targeted digital campaigns. Our nationwide field sales force allows us to have local and virtual interactions with SMB clients, which differentiates us from our competitors.

We derive a competitive advantage from our industry experience, sizable sales force, and our Thryv Platform. Existing and potential SMBs have choices when selecting SaaS solutions. Numerous niche cloud-based tools are available for SMBs to self-provision online, and other providers market competing end-to-end solutions. Because the cost of entry into the SaaS space is relatively low, new entrants continue to emerge. Although we believe many of these solutions lack a comprehensive set of features and offer less onboarding and customer support, SMBs may opt for less expensive solutions or a package of solutions provided by less experienced entrants at a lower cost.

Transition of Digital Marketing Services Clients to the Thryv Platform

During the fourth quarter of 2023, we made a strategic decision to accelerate the transition of clients with digital Marketing Services solutions to our Thryv Platform by converting clients with certain Marketing Services products to the Thryv Platform at no additional base cost at the time of upgrade. During 2024, we converted approximately 46,000 clients from our digital Marketing Services to our Thryv Platform. As of December 31, 2024, approximately 38,000 of these clients remained as active SaaS clients.

The conversion of these clients decreases the number of clients in and the revenue of the Thryv Marketing Services segment and increases the number of clients in and the revenue of the Thryv SaaS segment. While we believe these clients are receiving a valuable upgrade to our Thryv Platform and will be more likely to subscribe for additional features of the Thryv Platform in the future, the conversion of these clients outside of the sales process could result in these clients cancelling their services with us (known as "*churn*") at a materially higher rate than the other clients in our SaaS segment. During 2024, the churn of clients converted from our digital Marketing Services solutions was in line with the churn from the other clients in our SaaS segment. The conversion of clients to our Thryv Platform at no additional base cost resulted in a decrease to our SaaS monthly ARPU. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Key Business Metrics - Monthly ARPU" for additional information.

Our Solutions

Comprehensive Marketing Services Offering

We have a full portfolio of marketing solutions for SMBs, including PYP, IYP, SEM, and online display and social advertising, online presence and video, and SEO tools. This enables SMBs to craft a comprehensive marketing strategy with us as the one-stop provider. For example, PYP provides value to SMBs seeking to reach consumers who prefer traditional forms of print media. IYP helps efficiently position a client's business on well-trafficked online directories, and SEM allows SMBs to generate customer traffic directly with ads on Google and other search engines.

Leading Presence in Print Advertising

As the largest publisher of print directories in the United States, we provide clients with insights into how traditional media can reach and advertise to a large segment of the consumer population. In the United States, PYP users tend to be over 55 years of age, more affluent and more likely to own a single-family home, resulting in higher sales conversion rates for our SMB clients.

Dynamic Tracking and Access to Unparalleled SMB Data

The effectiveness of each of our solutions can be measured with tracking software that enables SMBs to easily analyze the performance of their ad campaigns. We examine operational measures from various sources that help us understand how a client's marketing services program is working, and we use these to monitor their effectiveness and performance. As a result, we give SMBs actionable insights to attract and retain new customers.

Enable SMBs to Deliver Customer Experiences That We View as Best-in-Class and Optimize Advertising Budgets and Business Leads Generation within One Platform

Command Center enables SMBs to centralize all their internal and external communications through a modular, easily expandable, and customizable platform. By combing their pre-existing email, Facebook and Instagram accounts, along with installing Command Center's WebChat client on their website, and using VoIP in-platform telephony services along with SMS and video calls, Command Center provides a centralized inbox for all customer communication, vastly improving the customer communication experience.

Our Business Center is designed to allow an SMB everything necessary to streamline day-to-day business operations, including customer relationship management ("*CRM*"), appointment scheduling, estimate and invoice creation, payments, document management, social media content, and online review management.

Marketing Center provides robust solutions for SMBs to market and grow their businesses effectively using a variety of automated digital tools and capabilities. Some solutions use machine learning to automatically choose the optimal mix of advertising solutions for each SMB to generate a tailored solution for it. Marketing Center then automatically injects resulting leads and prospects into Business Center while enriching the basic consumer information with additional data. SMBs are then able to contact and engage new and existing customers.

Our Strategy

Fully Transition into SaaS by 2028

We made the strategic decision to exit the Marketing Services business entirely by the end of 2028. This decision aligns with our long-term vision to fully transition into a SaaS-driven business model. The final publication of printed directories will occur in December 2028, with the billing collection period extending 24 months thereafter. Leading up to this exit, we have implemented significant operational improvements, including optimizing book formatting, streamlining ad pricing strategies, and extending phone directory contract periods to improve billing cycles and reduce publication costs. These measures are intended to support client retention and maximize value during this transitional phase.

As of December 31, 2024, we had approximately 233,000 Marketing Services clients. Our Marketing Services client base continues to serve as an important strategic client acquisition channel for Thryv SaaS, enabling low-cost client acquisition and providing significant potential for higher lifetime client value, particularly as we exit the Marketing Services

business by the end of 2028. This is accomplished through targeted engagement by our sales team, and by strategically converting selected legacy clients outside the sales process by initiating upgrades from Marketing Services products to SaaS services at no additional base cost at the time of upgrade, and leveraging our sales team to engage upgraded clients with their new services, thereby improving clients' operational capabilities, integrating them in Thryv's SaaS platform more quickly and at a lower transition cost to the company per client, increasing customer value, and creating opportunities to sell them additional SaaS products in the future.

In our SaaS business, we remain steadfast in our commitment to advancing the Thryv Platform as a catalyst for transformative growth. Through rigorous analysis of user behavior and client feedback, we continually refine and expand our feature set to address the evolving needs of our customer base. Each year, our product and engineering teams deliver a multitude of strategic platform enhancements, fostering improved functionality, deepening interoperability with cloud-based tools, and unlocking revenue opportunities. These initiatives not only fuel annual recurring revenue growth but also solidify our standing as the premier provider of integrated cloud-based solutions for SMBs, driving sustainable long-term value creation.

Leverage Our Nationwide Scale and Extensive Sales Force

We have one of the largest SMB-focused sales forces in the country within the SaaS and marketing solutions space, which we utilize to attract, up sale and manage our clients. We leverage our sales force to introduce and expand our SaaS solutions to new prospects and existing Marketing Services clients and converted SaaS clients through in-person, local as well as virtual, and online meetings. SMB demand for SaaS solutions continues to grow as SMBs increase their remote working capabilities and contact-less customer interactions.

Actively Manage Shift in Marketing Services Revenue Mix to Maintain Profitability

We continue to manage our Marketing Services offerings, some of which are in secular decline, notably print, to maximize profitability and extend the life of these solutions through the end of 2028. During the year ended December 31, 2024, we made the strategic decision to terminate our Marketing Services solutions by the end of 2028. Our cost management strategy includes using third-party printers and cost-effective long-term paper, printing, and directory distribution contracts.

Continued Cash Flow Generation and Selected Capital Allocation

We remain highly focused on methodically managing our assets, maintaining a highly variable cost structure, and building our SaaS business in a way to generate significant cash flow. We believe that our cash flow generation and strategic capital allocation will enable us to continue to reduce debt and pursue acquisitions to create value for our stockholders. We will continue to employ a disciplined financial policy that maintains our financial strength and favorable cost structure.

Opportunistic Acquisitions to Drive Synergy

The Company has experience executing accretive acquisitions. We believe we are well-positioned to continue this strategy to leverage our platform and scale in our industry. Historically, as a result of our acquisitions, including the recent acquisition of Keap in the fourth quarter of 2024, we have realized significant cost synergies and obtained new clients that also bought our SaaS solutions.

International Growth

We continue to expand into international markets, which we view as a large opportunity for growth. We intend to penetrate international markets through acquisition, re-seller agreements, or other commercial arrangements. For example, in 2024, the acquisition of Keap resulted in additional international growth.

Our Competition

Our industry is highly fragmented, intensely competitive, and constantly evolving. With the introduction of new technologies and market entrants, we expect the competitive environment to remain intense going forward. We believe the principal competitive factors in our segments are the following:

- customized, integrated, and tailored solution strategies;
- flexible technology that is compatible with third-party applications and data sources;
- quality;
- pricing;
- ease of use;
- brand recognition and word-of-mouth referrals;
- availability of onboarding programs and customer support; and
- nationwide and extensive, inside and outside sales forces.

We believe we compete favorably with respect to all these factors and that we are well-positioned as a leading provider of marketing solutions and cloud-based end-to-end customer experience tools to SMBs across the United States.

We face competition from other companies that provide marketing solutions and cloud-based SaaS tools to SMBs.

Marketing Services Competitors

In our Marketing Services business, we compete with numerous national companies that sell marketing campaigns on major national search engines and social media sites and build and host websites.

SaaS Competitors

In our SaaS business, we believe we compete with three general categories of competitors:

- **Point Solution Providers.** We compete with single-point solution providers across many features. Many of these products are low-cost and some have been in the market longer than Thryv.
- **Vertical Solutions.** Vertical solutions exist in many categories, including Home Services, Health & Wellness, Animal Services, Professional Services and Educational Services. Competitors have studied these categories and customized their products for the applicable category. These companies offer a tailored solution with a targeted appeal. Some also have consumer-facing apps that create demand for the SMB.
- **All-In-One Competitors.** Our most direct competitors are other all-in-one solutions. Several are priced above our price point or target larger companies with more employees.

Human Capital

Our key human capital management objectives are to attract the right talent, develop potential future and current talent for leadership positions, retain high performers and reward employees through competitive pay and employee benefits. We support these objectives with employee experience and culture initiatives aimed at making the workplace diverse, engaging and inclusive, while providing growth opportunities, internal leadership programs and diversity programs. In addition, we consistently monitor employee engagement through employee engagement studies and monthly surveys.

As of December 31, 2024, we had 3,016 employees. Our workforce is comprised of approximately 99% full-time and 1% part-time employees. The majority of our employees are in Outside and Inside Sales, Inbound Sales and Sales Operations, Client Experience, Operations, Information Technology, Client Care and Billing and Print Directories departments.

Some examples of our key programs and initiatives intended to attract, develop and retain our diverse workforce include:

- **Diversity and Inclusion (*"DEI"*)**. The Company's Diversity Council provides a voice for our employees to leadership – to share insights, communicate with leadership, and generate ideas and actions to enhance and impact diversity and inclusion at Thryv. The Diversity Council plans and sponsors events to celebrate diversity and

inclusion, educate and raise awareness, and create opportunities for networking and mentorship within diverse groups.

- **Ready.Set.Thryv! (*"RST"*)**. Recently launched to enhance the onboarding experience for all new hires, a global program called "Ready.Set.Thryv!" This program kicks off new hires' experience with two partial days of valuable information to "immerse" the new hires in our company culture and support their acclimation to Thryv. During the first Monday and Tuesday of their experience, we share Thryv's company history, our robust culture, wide variety of company programs, product learning, expert tips on successful remote work, learning and development opportunities, DEI efforts, introduction to our executive team and more. RST supports a consistent approach to orientation for all new hires in the United States and Dominican Republic. Plans to expand globally to Australia, New Zealand and Canada are forthcoming.

- **Trailblazers Program.** A new program called "Trailblazers" was piloted in 2024. Trailblazers is designed to pair Explorers (mentees) with Pathfinders (mentors) to network, develop and support growth of employees across the company. The pilot hosted 74 participants who met six to eight times during a 12-week period using a suggested format of topics and goals. With strong feedback from the participants and high scores for effectiveness and value, we will roll it out globally in the first quarter of 2025.

- **Accelerators Recognition Program.** This program is designed to grow the connection and recognition of top performers who demonstrate our core values in their excellent performance. Our core values are:

  - Client Devoted
  - DONE3
  - Act Like You Own the Place
  - Invest in Our People
  - Under Promise, Over Deliver
  - Making Money is a By-Product of Helping People
  - Think Long-Term; Act with Passion and Integrity

- **Benefits.** Among our benefit offerings, Virgin Pulse wellness programming has become a key motivator to good health and well-being. It is a user-friendly platform that encourages well-being, safety and performance, by providing friendly team-based competition, self-directed wellness journeys and incentives to build healthy habits and drive collaboration across Thryv. With 83% of employees enrolled on the platform and 63% of those enrolled actively engaged, the digital well-being platform has contributed meaningfully to our Work From Anywhere approach while creating connections and supporting a healthy lifestyle among our employees.

- **Talent Development.** We prioritize and invest in creating opportunities to help employees grow and build their careers through training and development programs. These include online and on-the-job learning formats.

  - **Our Emerging Leaders Program** is designed to help identify and develop future leaders. Once identified, Emerging Leaders are provided focused leadership and management skill development programs – instructor-led, online and on-the-job. 42 employees successfully completed the Emerging Leader program in 2024 and over half the participants were promoted to new roles. The program continues into 2025 as we continue to positively support career growth while building a bench of leadership candidates.

  - **Our New Manager Training Program** is provided to newly promoted managers to develop and enhance their soft skills in people management. This program aims to set up newly promoted people managers for success while developing a network of colleagues to draw support and counsel.

- **The Mindful Manager Program** is designed to provide people leaders the opportunity to invest in their own development through quarterly online coursework. Courses are focused on elevated employee matters such as Leading with Emotional Intelligence, Mastering the Art of Listening, and Navigating Cross-Cultural Differences. Following completion of the coursework, leaders are invited to attend a Leadership Roundtable to discuss the assigned content and share learnings.

- **The Career Development Employee Investment Program** (*"CDEIP"*). Formerly known as the Tuition Assistance Program, CDEIP supports the lifelong learning of all employees. Through a generous reimbursement program, we encourage employees to seek continuous education and personal development to support their career aspirations while contributing to Thryv's collective growth and success. Eligible coursework may be aimed at the achievement of an Associate's, Bachelor's or Master's degree or may be specialized in various certificate/certification programs. In 2023, we began offering language learning resources through Berlitz across all parts of the business.

- **Culture Team.** "*Invest in Our People*" is one of our core values, which we support with various initiatives.

  - **Our Thryv Life Channel** (facilitated by Microsoft Teams) serves as our internal social media platform. The platform provides a vehicle to highlight personal and professional successes, share inspirational stories, publicize social opportunities, run "*fun*" employee-centric virtual events and generally connect our people. Engagement is high and continues to enhance the promotion of core values and relationship-building as we continually learn and grow in a Work From Anywhere environment.

  - **Learning Opportunities.** To ensure we provide learning opportunities that enable us to adapt, belong and connect, we launched monthly "*Lunch and Learn*" sessions featuring a wide variety of employee-centric topics such as building one's personal brand, communication skills, and other specific skill-building subjects.

  - **Culture Clubs** are designed to purposefully drive connection and relationship-building across diverse work teams and individuals. Recognizing that the virtual workplace can be challenging for new relationship-building, the Culture Clubs offer meaningful opportunities to a broad group of employees to identify and join groups of colleagues with similar hobbies and interests.

  - **Virtual Onboarding.** We are focused on virtually onboarding new employees through an enhanced virtual onboarding program. Video engagements, networking, a buddy program and social interactions are all included in properly onboarding a virtual employee while weaving core values and key job learnings into the programming.

  - **Cheers for Peers** is a newly launched app within Thryv Life Channel. It is designed to encourage organic recognition among employees at all levels and across all functions. This is one more supportive program to encourage relationship building, positive feedback to teammates and high employee engagement. Recognizing a job well done, no matter how big or small, is key to our team members' job joy.

Our Intellectual Property

The protection of our technology and intellectual property is an important component of our success. We rely on intellectual property laws, including trade secrets, copyright, patent, and trademark laws in the United States and abroad and use contracts, confidentiality procedures, non-disclosure agreements, employee disclosure and invention assignment agreements, and other contractual rights to protect our intellectual property. We possess certain intellectual property relating to Thryv®, Thryv Leads®, and our Marketing Services offerings, including but not limited to the following:

- trademark protection on brands, taglines, and products;
- proprietary roadmap and product stack with proprietary code;
- machine-learning algorithms and techniques;
- notice of allowance on a patent related to systems and methods underlying Thryv Leads, which processes include the coordination among our lead estimator tool, lead scoring systems, budget allocation systems, and the SMB's CRM system;
- strategic alliances;
- branding via proprietary print and online assets; and
- copyright protections on work product.

We maintain a library of high-quality, proprietary communications, including:

- product features;
- customer FAQ's;
- our ideal client profile;
- website images and content;
- vertical industry templates and taxonomy;
- how-to-videos; and
- articles, blogs, and guides on using and competing with digital marketing.

In addition to the foregoing, we have established business procedures designed to maintain the confidentiality of our proprietary information, including the use of confidentiality agreements and assignment of inventions agreements with employees, independent contractors, consultants, and companies with which we conduct business.

The SaaS industry is characterized by the existence of a large number of patents and frequent claims and related litigation regarding patents and other intellectual property rights. In particular, leading companies in the technology industry have extensive patent portfolios. From time to time, third parties have asserted copyright, trademark, and other intellectual property rights against us or our clients. Litigation and associated expenses may be necessary to enforce our proprietary rights.

Our Use of Technology

In Marketing Services, our print directories are published using a customized platform supported by our in-house engineering team. Our IYPs are managed by our in-house engineering team using proprietary software that we build and maintain. Other digital Marketing Services offerings are fulfilled in-house using third-party cloud-based software.

Our Thryv Platform is comprised of unique integrations and solutions historically built by Thryv or built for Thryv, and to Thryv's specifications. Recently, we augmented the Thryv Platform with Keap Automations, which were developed by Keap. In addition, we integrate with select third-party vendors who are managed by our in-house product and development teams. Thryv has chosen to utilize best-in-class systems and tools, to integrate them in unique ways that unlock value for the end customer. SaaS order processing and tracking, client engagement, client communications, and many other aspects of running the day-to-day SaaS business are performed using subscription-based third-party tools. When Thryv feels functionality is of strategic long-term importance, or it is not readily available in the marketplace, we leverage our internal engineering teams to create technology and innovation on top of the existing interoperable technology stack. We ensure that we retain intellectual property for the critical elements of the Thryv Platform.

Government Regulation

We are subject to many U.S. federal and state and other foreign laws and regulations, including those related to privacy, data protection, content regulation, intellectual property, consumer protection, rights of publicity, health and safety, employment and labor and taxation.

Compliance with government regulations, including environmental regulations, has not had and is not expected to have a material effect upon the capital expenditures, earnings, or competitive position of our company. However, these laws and regulations are constantly evolving and may be interpreted, applied, created, or amended in a manner that could harm our business. See "*Risk Factors — Legal, Tax, Regulatory and Compliance Risks*" for additional information.

Item 1A. Risk Factors

Risk Factor Summary

Our business and owning our common stock are subject to numerous risks and uncertainties, including those highlighted in *"Risk Factors*." As a summary, these risks include, but are not limited to, the following:

- significant competition for our Marketing Services solutions and SaaS offerings, which include companies who use components of our SaaS offerings provided by third parties;
- our ability to transition our Marketing Services clients to our Thryv Platform, maintain transitioned clients on that platform and sell them additional or upgraded products, sell our platform into new markets or further penetrate existing markets;

- variability in our operating results due to directory publication cycles;
- our ability to manage our growth effectively;
- our potential failure to successfully expand our current offerings into new markets or further penetrate existing markets;
- our clients potentially opting not to renew their agreements with us or renewing at lower spend;
- our ability to maintain profitability;
- our potential failure to provide new or enhanced functionality and features;
- challenges with properly managing artificial intelligence;
- our potential failure to identify and acquire suitable acquisition candidates;
- recognition of impairment losses;
- internet search engines and portals potentially terminating or materially altering their agreements with us;
- our reliance on third-party service providers for many aspects of our business and our potential inability to maintain our strategic relationships with such third-party service providers;
- our, or our third-party providers', potential inability to keep pace with rapid technological changes and evolving industry standards;
- our potential failure to maintain the compatibility of our Thryv Platform with third-party applications;
- our inability to recover should we experience a disaster or other business-continuity problems;
- the potential loss of one or more key employees or our inability to attract and to retain highly skilled employees;
- the potential impact of future labor negotiations;
- our potential failure to comply with applicable privacy, security and data laws, regulations and standards;
- potential changes in regulations governing privacy concerns and laws or other domestic or foreign data protection regulations;
- potential system interruptions or failures, including cybersecurity breaches, identity theft, data loss, unauthorized access to data or other disruptions that could compromise our information or our client information;
- our potential failure to protect our intellectual property rights, proprietary technology, information, processes, and know-how;
- reduced demand for our products due to epidemics or other public health emergencies;
- litigation and regulatory investigations, including the Subpoena (defined below), aimed at us or resulting from our actions or the actions of our predecessors;
- adverse tax laws or regulations or potential changes to existing tax laws or regulations;
- our potential failure to meet service level commitments under our client contracts;
- our potential failure to offer high-quality or technical support services;
- aging software and hardware infrastructure;
- our, or our third-party service providers', failure to manage our technical operations infrastructure;
- our Thryv Platform and add-ons potential failure to perform properly;
- our ability to successfully integrate some or all of the Keap business into our business efficiently and without disruption;
- our ability to retain Keap’s key employees and customers;
- obligations and liabilities of the Keap business, including those that are unanticipated or unknown, being greater than anticipated;
- business uncertainties as a result of the Keap Acquisition;
- the potential impact of write-downs or write-offs and impairment or other charges from the Keap Acquisition;
- significant transaction costs in connection with the Keap Acquisition;
- the potential impact of the Keap Acquisition to the market price of our stock;
- the potential impact of write-downs or write-offs and impairment or other charges from the Keap Acquisition;
- our outstanding indebtedness and our potential inability to generate sufficient cash flows to meet our debt service obligations;
- the potential restriction of our future operations by restrictive covenants in the agreements governing our Senior Credit Facilities (as defined below);
- volatility and weakness in bank and capital markets;
- potential volatility in the public price of our shares of common stock; and
- anti-takeover provisions in our governing documents may prevent a change or control.

For a discussion of these and other risks you should consider before making an investment in our common stock, review the below Risk Factors.

Risks Related to Our Business and Industry

Strategic, Market and Competition Risks

We face significant competition for our Marketing Services solutions and SaaS offerings, which may harm our ability to add new clients, retain existing clients and grow our business. Competitors include companies who use components of our SaaS offerings provided by third parties.

We face intense competition from other companies that offer marketing solutions and business management tools for the SMB market. Competition could significantly impede our ability to sell marketing solutions or subscriptions to our Thryv Platform and add-ons on terms favorable to us. Our current and potential competitors may develop and market new technologies that render our existing or future products less competitive or obsolete. In addition, if these competitors develop products with similar or superior functionality to our Thryv Platform, we may need to decrease prices or accept less favorable terms for our platform subscriptions in order to remain competitive. If we are unable to maintain our pricing due to competitive pressures, our operating results will be adversely affected.

Our competitors include:

- other print media companies;
- cloud-based business automation providers;
- email marketing software vendors;
- sales force automation and customer relationship management ("*CRM*") software vendors;
- website builders and providers of other digital tools, including low cost, less experienced do-it-yourself providers;
- marketing agencies and other providers of SEM, online display and social advertising, online presence and video, and other digital marketing services including SEO tools; and
- large-scale SaaS enterprise suites who are moving down market and targeting SMBs.

In addition, instead of using our platform, some prospective clients may elect to combine disparate point applications, such as content management systems ("*CMS*"), marketing automation, CRM, billing and payments management, analytics and social media management. We also face competition from third parties who provide us components of our SaaS offerings. We may also face competition from others who reoffer or use such components in their SaaS solutions. There are lower barriers to entry for SaaS solutions, and we expect that new competitors, such as SaaS vendors that have traditionally focused on back-office functions, will develop and introduce applications serving customer-facing and other front-office functions. This development could have an adverse effect on our business, operating results and financial condition. In addition, sales force automation and CRM system vendors could acquire or develop applications that compete with our software offerings. Some of these companies have acquired social media marketing and other marketing software providers to integrate with their broader offerings.

We also face competition from search engines and portals as well as online directories, other business search sites and social media networks, some of which have entered into commercial agreements with us to provide support for our solutions. Our digital strategy may be adversely affected if major search engines or social media networks with which we currently have commercial agreements decide to more directly market advertising and SaaS business solutions to SMBs. Competing search engines also have the ability to alter their search algorithms, which could change the current flow of commercial search traffic away from our sites and our customers. If this occurs, we may not be able to compete effectively with these other companies, some of which have greater resources than we do.

Our current and potential competitors may have significantly more financial, technical, marketing and other resources than we have, and they may be able to devote greater resources to the development, promotion, sale and support of their products and services. Additionally, they may have more extensive customer bases, broader customer relationships, and greater name recognition. As a result, these competitors may respond faster to new technologies and undertake more extensive marketing campaigns for their products. In a few cases, these competitors may also be able to offer marketing and sales software at little or no additional cost by bundling it with their existing suite of applications. To the extent any of our competitors have existing relationships with potential clients for either business software or marketing solutions, those clients may be unwilling to purchase our platform because of their existing relationships with our competitor. If we are unable to compete effectively with such companies, the demand for our Marketing Services solutions and SaaS offerings could decline substantially.

In addition, if one or more of our competitors were to merge or partner with another of our competitors, our ability to compete effectively could be adversely affected. Our competitors may also establish or strengthen cooperative relationships

with our current or future strategic distribution and technology partners or other parties with whom we have relationships, thereby limiting our ability to promote and implement our Thryv Platform. We may not be able to compete successfully against current or future competitors, and competitive pressures may harm our business, operating results and financial condition.

Our Marketing Services business revenue, which comprises a significant portion of our revenue, may decline at a rate faster than we anticipate, and we may not be able to successfully transition our Marketing Services clients to our Thryv Platform in order to offset the decline in Marketing Services revenue with SaaS revenue.

Our growth strategy is focused on the growth and expansion of our SaaS offerings; however, during 2024, 58.3% of our revenue was derived from our Marketing Services offerings. During the year ended December 31, 2024, we made the strategic decision to terminate our Marketing Services solutions by the end of 2028 and accelerate the conversion of Marketing Services clients to our Thryv Platform solutions.

Maintenance of our Marketing Services business requires investment, specifically with respect to compliance updates and security controls. If our investments are not sufficient to adequately update our Marketing Services business, such solutions may lose market acceptance, and we may face security vulnerabilities. In recent years, overall industry demand for print services has declined significantly, and we expect this trend to continue. In addition, we have marketed our SaaS offerings to our Marketing Services clients, and converted certain Marketing Services clients to our Thryv Platform, by upgrading their Marketing Services products to Thryv Platform products at no additional base cost to them at the time of upgrade. There is no guarantee that we will be able to transition our remaining Marketing Services clients to our Thryv Platform and maintain them as clients. If such Marketing Services clients do not transition to our Thryv Platform or do not adopt products provided to them on our Thryv Platform, we may lose them in the future, or we may be required to make ongoing investments to serve a smaller pool of clients. If our revenue from our Marketing Services declines at a rate faster than anticipated, particularly in light of our strategic decision to terminate our Marketing Services solutions by the end of 2028, our necessary investments in Marketing Services may not be offset by revenue generated. Also, if we are not able to successfully convert a sufficient number of our Marketing Services clients to our SaaS offerings, and maintain them as clients, or if the decline in our Marketing Services revenue continues to outpace our SaaS revenue growth, this could have a material adverse effect on our business, financial condition and results of operations.

We recognize revenue for our print services upon delivery of the print directories to the intended market, which can result in variability in the amount of revenue recognized each quarter due to the publication cycle of each print directory.

We recognize revenue for print services at a point in time upon delivery of the published print directories containing customer advertisements to the intended market. Our print directories typically have 12-month publication cycles in Australia, 18-month publication cycles in New Zealand and 18 to 24-month publication cycles in the U.S. As a result, we typically record revenue for each publication only once every 12 to 24 months, depending on the publication cycle of the directory. The amount of revenue we recognize each quarter from our print directories is therefore directly related to the number of print directories we deliver to the intended market each quarter, which can vary dramatically based on the timing of the publication cycles. The timing of our print publication cycles may result in increased variability in the amount of revenue recognized each quarter, which could have a material adverse effect on our results of operations.

If our SEO strategies fail to help our IYPs get discovered or our clients' websites to get discovered in unpaid search results, our business could be adversely affected.

Our success depends in part on our ability to help our IYPs and our clients' websites and contact information get discovered more easily in unpaid internet search results on search engines, such as Google, Yahoo! and Bing, among others. Algorithms are used by these search engines to determine search result listings and the order of such listings displayed in response to specific searches. Accordingly, our SEO efforts help our IYPs and our clients' websites to be discovered more easily in organic search engine results, making it more likely that search engine users will visit these websites. However, our SEO efforts on behalf of our IYPs or our clients' websites may not succeed in improving the discoverability of this content. Google in particular is the most significant source of traffic to our IYPs and to our clients' websites. Therefore, it is important for us to maintain an effective SEO strategy so that our IYPs, where our clients' business profiles are found, and our SMB clients' websites, maintain a prominent presence in results from Google search queries. If we fail to do so, our business, financial condition and results of operations may be materially adversely affected. AI usage by the primary search engines, and by consumers for basic queries, may decrease effectiveness of our existing SEO efforts for ourselves and our clients

In addition, search engines frequently change the criteria that determine the order in which their search results are displayed, including now with the use of AI, and our SEO efforts on behalf of our own sites and our clients' sites will be unsuccessful if we do not effectively respond to those changes on a timely basis, or if the algorithm changes made by Google

and other search engines make it harder for our IYPs or our clients' websites to rank, reducing traffic flow. Therefore, if we are unable to respond effectively to changes made by search engine providers in their algorithms and other processes, our clients may experience substantial decreases in traffic to their profile pages on our IYPs and to their own websites. This may lead to a decrease in the perceived value of our products, which could result in our inability to acquire new clients, the loss of existing clients, a decrease in revenues and a material adverse effect on our results of operations.

Our growth strategy has focused on expanding our SaaS segment, which has experienced recent revenue growth. If we fail to manage our growth effectively or if our strategy is not successful, we may be unable to execute our business plan, to maintain high levels of service, or to adequately address competitive challenges.

We have recently experienced growth in our operations related to our SaaS segment. While we have been successful in transitioning Marketing Services clients to our SaaS product offerings in the past, this success may not continue.

We plan to continue to invest in the infrastructure and support for our SaaS solutions while maintaining profitability in our Marketing Services segment. The growth of our SaaS solutions placed, and future growth will place, a significant strain on our management, administrative, operational and financial infrastructure. In order to manage this growth effectively, we will need to continue to improve our operational, financial and management controls and our reporting systems and procedures. Failure to effectively manage growth, or failure to achieve our growth strategy, could result in difficulty or delays in maintaining clients, declines in quality or customer satisfaction, increases in costs, difficulties in introducing new features, or other operational difficulties; and any of these difficulties could have a material adverse effect on our business, financial condition and results of operations.

Our reliance on, and extension of credit to, small and medium sized local businesses could adversely affect our business.

In the ordinary course of our business, we extend credit to SMBs in the form of a trade receivable for advertising purchases. Local businesses, however, tend to have fewer financial resources and higher failure rates than large businesses, especially during a downturn in the general economy. Also, the proliferation of very large retail stores may continue to adversely affect local businesses. We believe these limitations contribute significantly toward clients not renewing their subscriptions. If clients fail to pay within specified credit terms, we may cancel their advertising in future directories, which could further impact our ability to collect past due amounts, as well as adversely impact our advertising sales and revenue trends. In addition, full or partial collection of delinquent accounts can take an extended period of time. Consequently, we could be adversely affected by our dependence on, and our extension of credit to, local businesses in the form of trade receivables.

If we are unable to develop or to sell our Thryv Platform into new markets or to further penetrate existing markets, our revenue may not grow as expected.

Our ability to increase revenue will depend, in large part, on our ability to increase sales of Thryv Platform products to existing clients, upgrade existing clients to Thryv products and maintain their business, sell additional products and upgrades on the Thryv Platform to clients, and sell our existing platform into new domestic and international markets. The success of our Thryv Platform depends on several factors, including the introduction and market acceptance of our Thryv Platform, the ability to maintain and to develop relationships with third-party service providers, and the ability to attract, to retain and to effectively train sales and marketing personnel. Any new solutions we develop or acquire may not be introduced in a timely or cost-effective manner and may not achieve the market acceptance necessary to generate significant revenue. Any new markets in which we attempt to sell our Thryv Platform and add-ons, including new countries or regions, may not be receptive. Additionally, any expansion into new markets will require commensurate ongoing expansion of our monitoring of local laws and regulations, which increases our costs as well as the risk of the product not incorporating in a timely fashion or all the necessary changes to enable a client to be compliant with such laws. Our ability to further penetrate our existing markets depends on the quality of our Thryv Platform and add-ons and our ability to design our solutions to meet consumer demand. Furthermore, our ability to increase sales from existing clients depends on our clients' satisfaction with our services and our clients' desire for additional solutions and to expand from single-point solutions to our comprehensive Thryv Platform. If we are unable to sell solutions into new markets or to further penetrate existing markets, or to increase sales from existing clients, our revenue may not grow as expected, which could have a material adverse effect on our business, financial condition and results of operations. Furthermore, the success of any geographic expansion depends on our ability to customize products to integrate with third-party applications in that region and other market specific customizations, translate products for non-English speaking markets and provide customer service and training in local languages, which we may be unable to do successfully.

We are dependent upon client renewals, the addition of new clients, increased revenue from existing clients and the continued growth of the market for our Thryv Platform and any impact on these factors could materially adversely affect our operating results.

We expect to derive a substantial portion of our future revenue from the sale of subscriptions to our Thryv Platform. The market for small business management solutions is still evolving, and competitive dynamics may cause pricing levels to change as the market matures and as existing and new market participants introduce new types of point applications and different approaches to enable businesses to address their respective needs. As a result, we may be forced to reduce the prices we charge for our Thryv Platform and may be unable to renew existing client agreements or enter into new client agreements at the same prices and upon the same terms that we have historically. In addition, our growth strategy involves transitioning digital Marketing Services clients to our Thryv Platform and cross-selling SaaS products to existing U.S. and international clients to increase the value of our client relationships over time as we expand their use of our services, onboard other parts of their organizations and upsell additional offerings and features. If these efforts are unsuccessful or if our existing clients fail to expand their use of our Thryv Platform or adopt additional offerings and features, our operating results may be materially adversely affected.

Our subscription renewals may decrease, and any decrease in our number of clients could harm our future revenue and operating results.

Our Thryv Platform clients have no obligation to renew their subscriptions for our platform after the expiration of their initial contractual subscription periods. Our agreements with our Thryv Platform clients are typically structured on an initial multi-month subscription basis with automatic monthly renewal thereafter; consequently, our clients may choose to terminate their agreements with us at any time after the expiration of the initial term by providing us with the amount of written notice stipulated in the contract. In addition, our clients may seek to renew for lower subscription amounts or for shorter contract lengths. Also, clients may choose not to renew their subscriptions for a variety of reasons. Our renewals may decline or fluctuate as a result of a number of factors, including limited client resources, pricing changes, the prices of services offered by our competitors, adoption and utilization of our platform and related add-ons by our clients, adoption of our new solutions, client satisfaction with our platform, mergers and acquisitions affecting our client base, reductions in our clients' spending levels or declines in client activity as a result of economic downturns or uncertainty in financial markets. If our clients do not renew their subscriptions for our platform or if they decrease the amount they spend with us, our revenue will decline and our business will suffer. In addition, a subscription model creates certain risks related to the timing of revenue recognition and potential reductions in cash flows.

If we fail to further enhance our brand or maintain our existing strong brand awareness, our ability to expand our client base may be impaired and our financial condition may suffer.

We believe that our development of the Thryv brand and maintenance of our existing PYP and IYP brands, including The Real Yellow Pages and Yellowpages.com, is critical to achieving widespread awareness of our existing and future solutions and, as a result, is important to attracting new clients and maintaining existing clients. In the past, our efforts to build our brands have involved significant expenses, and we believe that this investment has resulted in relatively strong brand recognition in the SMB market. Successful promotion and maintenance of our brands will depend largely on the effectiveness of our marketing efforts and on our ability to provide a reliable and useful Thryv Platform at competitive prices. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand, our business could suffer.

We may not be able to maintain profitability in the future, and our past performance may not be indicative of our future performance.

During the year ended December 31, 2024, we generated a net loss of $74.2 million. If we are unable to acquire new clients cost effectively, we may incur net losses in the future. Our expenses may increase in the future due to additional investment in product development or expenses related to acquisitions, which could impact our ability to sustain profitability in the future. Additionally, while the majority of our revenue in fiscal years 2024, 2023 and 2022 came from advertising services provided in local classified print directories and digital marketing solutions, such as search, display and social media, future development of new services may initially have a lower profit margin than our existing services, which could have a material adverse effect on our business, financial condition and results of operations. As a result, we may not be able to maintain profitability in the future.

The continuing decline in the use of print directories and in our ability to attain new or renewed print agreements continues to adversely affect our business.

Overall references to print directories, including our Print Yellow Pages, in the United States have been declining since the early 2000s. This decline is primarily attributable to increased use of internet search providers, as well as the proliferation of large retail stores for which consumers and businesses may not reference the print directories. While we expect the decline in usage will continue to negatively affect advertising sales associated with our traditional print business, a significant further decline in usage of our print directories could impair our ability to maintain or increase advertising prices, which may cause businesses to reduce or discontinue purchasing advertising in our print directories. Either or both of these factors could adversely affect our revenue and have a material adverse effect on our business, financial condition, results of operations and prospects. These trends have resulted in declining print advertising sales, and we expect these trends to continue in 2025 and beyond.

In addition, a portion of the revenue we report each period results from the recognition of deferred revenue relating to agreements entered into during previous periods. A decline in new or renewed agreements in any period may not be immediately reflected in our reported financial results for that period but may result in a decline in our revenue in future periods. If we were to experience significant downturns in agreements and renewals, our reported financial results might not reflect such downturns until future periods.

Providing technology-based marketing solutions to small businesses is an evolving market that may not grow as quickly as we anticipate, or at all.

The value of our solutions is predicated upon the assumption that online and mobile presence, acquisition and retention marketing and the ability to connect and interact with consumers online and on mobile devices are, and will continue to be, important and valuable strategies for small businesses to enhance their abilities to establish, grow, manage and market their businesses. If this assumption is incorrect, or if small businesses do not, or perceive that they do not, derive sufficient value from our solutions, then our ability to retain existing clients, attract new clients and grow our revenues could be adversely affected.

If we are not able to provide new or enhanced functionality and features, including robust artificial intelligence solutions, it could have a material adverse effect on our business, financial condition and results of operations.

We may not be able to successfully provide new or enhanced functionality and features for our existing solutions that achieve market acceptance or that keep pace with rapid technological developments, including robust AI solutions. For example, we are focused on enhancing the connectivity and integration of add-ons to our Thryv Platform to expand its utility for our SMB clients. The success of new or enhanced functionality and features depends on several factors, including their overall effectiveness and the timely completion, introduction and market acceptance of the enhancements, new features, or applications. Furthermore, we depend on both internal development and our third-party software partners to develop and implement their own enhancements, new features, or applications that can then be integrated into the Thryv Platform. Failure in either of these areas may significantly impair our revenue growth.

In addition, because our solutions are designed to operate on a variety of systems, we will need to continuously modify and enhance our solutions to keep pace with changes in internet-related hardware, iOS, AI and other software and communication, browser and database technologies. We may not be successful in developing these new or enhanced functionalities and features, or in bringing them to market in a timely fashion. If we do not continue to innovate and deliver high-quality, technologically advanced solutions, we will not remain competitive, which could have a material adverse effect in our business, financial condition and results of operations. Any failure of our Thryv Platform and add-ons to operate effectively with future network platforms and technologies could reduce the demand for our Thryv Platform and add-ons, result in client dissatisfaction and have a material adverse effect on our business, financial condition and results of operations.

We use AI in our business, and challenges with properly managing its use could result in reputational harm, competitive harm, and legal liability, and adversely affect our results of operations.

We incorporate AI solutions into our platform, offerings, services and features, and these applications have become more important in our operations over time. Our competitors or other third parties may incorporate AI into their products more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our results of operations. Additionally, if the content, analyses, or recommendations that AI applications assist in producing are, or are alleged to be, deficient, inaccurate, or biased, our business, financial condition, reputation and results of operations may be adversely affected.

The use of AI applications has resulted in, and may in the future result in, cybersecurity incidents that implicate the personal data of end users of such applications. Any such cybersecurity incidents related to our use of AI applications could adversely affect our reputation and results of operations as well as leading to litigation and regulatory risks. AI also presents emerging ethical issues, and if our use of AI becomes controversial, we may experience brand or reputational harm, competitive harm, or legal liability. The rapid evolution of AI, including potential government regulation of AI, will require significant resources to develop, test and maintain our platform, offerings, services, and features to help us implement AI ethically in order to minimize unintended, harmful impact.

Jurisdictions around the world are developing and passing new regulations that apply specifically to the use of AI. For example, the EU AI Act was adopted in 2024 and will be implemented in phases through 2030, and other jurisdictions are considering similarly focused legislation. These regulations and the evolving AI regulatory environment may, among other impacts, result in inconsistencies among AI regulations and frameworks across jurisdictions, increase our compliance, governance and research and development costs, increase our exposure to claims related to our AI models and increase liability related to the use of AI by our customers or users that are beyond our control. While we have taken a responsible approach to the development and use of AI, there can be no guarantee that future AI regulations will not adversely impact us or conflict with our approach to AI, including affecting our ability to make our AI offerings available without costly changes, delaying or halting development of AI offerings, requiring us to change our AI development practices, monetization strategies and/or indemnity protections and subjecting us to additional compliance requirements, regulatory action, competitive harm, reputational harm and/or legal liability. To the extent we rely on third-party AI models in our products, services and solutions, we will face risks inherent in how those models have been developed and deployed, including situations in which the third party may lack a proper license or consent for the training data used for their model. In addition, new competition regulations on AI development and deployment could impose new requirements on our markets that could impact our business and financial results.

Uncertainty around new and evolving AI uses may require significant, additional investment to develop models and proprietary datasets, responsible-use frameworks and new approaches and processes to attribute or compensate content creators. We have experienced, and may in the future experience, challenges accessing AI models, datasets or hardware. Developing, testing and deploying AI systems may also increase the cost of our offerings, including due to the nature of the computing costs involved in such systems. These costs could adversely impact our margins as we continue to make significant investments in AI development, add AI capabilities to our offerings and scale our AI offerings without assurance that our customers and users will adopt them. Further, as with any new offerings based on new technologies, consumer reception and monetization pathways are uncertain, our strategies may not be successful and our business and financial results could be adversely impacted. New AI offerings and technologies could modify workforce needs, result in negative publicity about AI and decrease demand for our existing products, services and solutions, all of which could adversely impact our business.

We may be unsuccessful in identifying and acquiring suitable acquisition candidates or in integrating any businesses that are or have been acquired. This could have a material adverse effect on our business, financial condition and results of operations.

One of our key growth strategies is to acquire other businesses or to invest in complementary companies, channels, platforms or technologies that we believe could expand our client base or otherwise offer growth opportunities into new markets. We may also in the future seek to acquire or invest in other businesses, applications or technologies that operate in different industries than ours if we determine that an attractive investment or acquisition opportunity has been presented to us. We may not be able to identify appropriate acquisition candidates or, if we do, we may not be able to negotiate successfully the terms of an acquisition, finance the acquisition or integrate the acquired business effectively and profitably into our existing operations. Acquired businesses may not provide us with successful client conversions, achieve the levels of revenue or profitability anticipated, or otherwise perform as expected. In addition, the pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated. Acquisitions involve special risks, including the potential assumption of unanticipated liabilities and contingencies that could have a material adverse effect on our financial condition and difficulties in integrating acquired businesses.

In addition, we may be unable to successfully integrate businesses that we have acquired or may acquire in the future. The integration of an acquisition involves a number of factors that may affect our operations. These factors include:

- difficulties in converting the clients of the acquired business onto our Thryv Platform;

- difficulties in converting the clients of the acquired business to our Marketing Services offerings or to our contract terms;
- diversion of management's attention;
- incurrence of significant amounts of additional debt;
- creation of significant contingent earn out obligations or other financial liabilities;
- increased expenses, including, but not limited to, legal, administrative and compensation expenses;
- difficulties in the integration of acquired operations, including the integration of data and information solutions or other technologies;
- entry into unfamiliar segments;
- adverse effects to our existing business relationships with business partners and clients as a result of the acquisition;
- difficulties retaining key employees and maintaining the key business and client relationships of the businesses we acquire;
- cultural challenges associated with integrating employees from the acquired company into our organization;
- unanticipated problems or legal liabilities; and
- tax and accounting issues.

A failure to integrate acquisitions efficiently, may be disruptive to our operations and adversely impact our revenues or increase our expenses.

Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could increase our interest payments. To finance any acquisitions, we may choose to issue shares of our common stock as consideration, which would dilute the ownership of our stockholders. If the price of our common stock is low or volatile, we may not be able to acquire other companies using our stock as consideration. Alternatively, it may be necessary for us to raise additional funds for acquisitions through public or private financings. Additional funds may not be available on terms that are favorable to us, or at all.

We also may divest or sell assets or businesses that we acquire, and we may have difficulty selling such assets or businesses on acceptable terms or in a timely manner. This could result in a delay in the achievement of our strategic objectives, additional expense, or the sale of such assets or businesses at a price or on terms that are less favorable than we anticipated.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the event that the book value of goodwill or other intangible assets is impaired, any such impairment would be charged to earnings in the period of impairment. In the future, if our acquisitions do not yield expected returns, we may be required to record charges based on this impairment assessment process, which could have a material adverse effect on our financial condition and results of operations.

Expansion of our operations to, and offering our services in, markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

We are continuing to expand our operations internationally, which increases our exposure to the inherent risks of doing business in international markets. Depending on the market, these risks include those relating to:

- changes in local economic environment;
- political instability;
- trade regulations;
- intellectual property legal protections;
- procedures and actions affecting pricing, reimbursement and marketing of our products and services;
- fluctuations in foreign currency rates;
- additional U.S. and foreign taxes;
- changes in local laws or regulations, or interpretation or enforcement thereof;
- potentially longer ramp-up times for offering our services; and
- data and privacy regulations.

Issues relating to the failure to comply with applicable non-U.S. laws, requirements or restrictions may also impact our domestic business and/or raise scrutiny on our domestic practices.

Additionally, some factors that will be critical to the success of our international business and operations will be different than those affecting our domestic business and operations. For example, conducting international operations requires us to devote significant management resources to implement our controls and systems in new markets, to comply with local laws and regulations, including to fulfill financial reporting requirements, and to overcome the numerous new challenges inherent in managing international operations.

Any expansion of our international operations through acquisitions or through organic growth could increase these risks. Additionally, while we may invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, including to start up or acquire new businesses, we may not be able to operate them profitably on the anticipated timeline, or at all.

These risks could have a material adverse effect on our business, results of operations, financial condition, cash flows and could materially harm our reputation.

We have recorded impairment charges in the past and may record impairment charges in the future.

We are required, at least annually, or as facts and circumstances warrant, to test goodwill to determine if impairment has occurred. We are also required to test certain other assets for impairment as facts and circumstances warrant. Impairment may result from any number of factors, including adverse changes in assumptions used for valuation purposes, such as sales, operating margins, growth rates and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data or other factors. If the testing indicates that impairment has occurred, we are required to record a non-cash impairment charge.

During the year ended December 31, 2024, the Company made the strategic decision to terminate its Marketing Services solutions by the end of 2028. This strategic decision adversely impacted certain assumptions used to estimate the discounted future cash flows of our Thryv Marketing Services reporting unit for purposes of performing our goodwill impairment test. As a result, we recognized total non-cash impairment charges of $83.1 million in the third quarter of 2024 to reduce goodwill for our Thryv Marketing Services segment to zero.

As of December 31, 2024, we had $253.3 million of goodwill, all of which related to the Thryv SaaS segment. Changes in valuation assumptions or other factors could result in impairment charges in the future, which could have a material adverse effect on our results of operations.

The Company's strategic decision to transition clients from its digital Marketing Services solutions to its Thryv Platform products could result in higher levels of client churn and have an adverse effect on the Company's results of operations and key business metrics.

During the fourth quarter of 2023, the Company made a strategic decision to accelerate the transition of clients with digital Marketing Services solutions to its Thryv Platform by converting clients with certain Marketing Services products to the Thryv Platform at no additional base cost at the time of upgrade. The transition of these clients will decrease the number of clients in and the revenue of the Thryv Marketing Services segment and increase the number of clients in and the revenue of the Thryv SaaS segment. While the Company believes these clients are receiving a valuable upgrade to the Thryv Platform and will be more likely to subscribe for additional features of the Thryv Platform in the future, the conversion of these clients outside of the sales process could result in these clients cancelling their services with us at a materially higher rate than other clients in our SaaS segment, which could have a materially adverse effect on our results of operations. Furthermore, the conversion of these clients could have an adverse effect on certain of our key business metrics, such as a reduction in total clients and reduced SaaS monthly ARPU. Any of these negative effects could have a material adverse effect on our business, results of operations and financial condition.

Risks Related to Strategic Relationships and Third Parties

We have agreements with several major internet search engines and search sites. The termination or material alteration of one or more of these agreements could adversely affect our business.

We have agreements with several internet search engines and search or directory websites providers, which makes our content easier for search engines to access and provides a greater response for our clients to general searches on the internet.

Under the terms of the agreements with these search providers, we place our clients' advertisements on major search engines and other third-party search and directory sites and print directories, which give us access to a higher volume of traffic than we could generate on our own, without relinquishing the client relationship. The search engines benefit from our outside and inside sales force and full-service capabilities for attracting and serving local advertisers that might not otherwise transact business with search engines. Other third-party directories and search sites benefit from our payment for traffic from their sites to our advertisers. The termination or material alteration of one or more of our agreements with major search engines or third-party providers could adversely affect our business.

Our growth depends in part on the success of our strategic relationships with third parties.

In order to grow our business, we anticipate that we will continue to depend on the continuation and expansion of relationships with vendors and other third parties. In our SaaS segment, such third parties include third-party service providers (i.e., software developers and hosting services), sales channel partners and technology and content providers. In our Marketing Services segment, we depend upon third parties to print, publish and distribute our directories. Identifying partners and negotiating and documenting relationships with them requires significant time and resources. In addition, the third parties we partner with may not perform as expected under our agreements, and we may have disagreements or disputes with such third parties, which could negatively affect our brand and reputation.

Additionally, we rely on the expansion of our relationships with our third-party providers as we enhance our service offerings. While some of our agreements with third parties include exclusivity provisions, we may lose the exclusivity or other protections we have in force due to our own performance or efforts by our competitors or business problems these third parties encounter. Typically, our agreements are non-exclusive and do not prohibit our third-party providers from working with our competitors.

If we are unsuccessful in establishing or maintaining our relationships with third-party service providers, our ability to compete in the marketplace or to grow our revenues could be impaired, which could have a material adverse effect on our business, financial condition and results of operations.

We rely on third-party service providers for many aspects of our business. If one or more of our third-party service providers experiences a disruption, goes out of business, experiences a decline in quality, or terminates its relationship with us, we could experience a material adverse effect on our business, financial condition or results of operations.

We rely on third-party service providers for many integral aspects of our business. A failure on the part of any of our third-party service providers to fulfill its contracts with us could result in a material adverse effect on our business, financial condition or results of operations. We depend on our third parties for many services, including, but not limited to:

Development and delivery of Thryv modules

We utilize third-party service providers for a variety of components and feature sets and related intellectual property underlying or incorporated in the Thryv Platform. Additionally, we utilize third-party service providers for the development and maintenance of our Thryv Platform, as well as hosting the Thryv Platform itself through a third party's relationship with a cloud services provider. We also rely on a third-party solution for order entry and monthly payment processing for Thryv orders. Any decline in the quality of, or delay in delivery of, modules or other software produced by such third-party service providers could result in reduced revenue, cause an increase in operational costs to switch providers, subject us to liability, or cause clients to fail or be unable to renew their subscriptions, any of which could materially adversely affect our business. Typically, our license agreements with third-party service providers are not exclusive and/or do not extend to all territories in which we may wish to do business in the future, and in certain cases, our third-party service providers have the right to distribute features developed for our Thryv Platform in their own software offerings, which could adversely impact select functionality of our platform as well as adversely affect our business, our ability to compete with our competitors, and our ability to generate revenue. If our agreements with our third-party service providers expire or are terminated, we may face loss of functionality or costs associated with replacing the relevant technology. Such expiration or termination may also disrupt our business, leading to liability to customers or loss of business.

Upkeep of data centers

We host our consumer-facing internet sites, which are a major source of low-cost fulfillment traffic for our clients and serve most of our digital service clients from data centers operated by third-party providers, primarily Amazon Web Services. While we control and have access to our servers and all of the components of our network that are located in our external data centers, we do not control the operation of these facilities. The owners of our data center facilities have no obligation to

renew their agreements with us on commercially reasonable terms, or at all. These third parties may also seek to cap their maximum contractual liability, resulting in Thryv being financially responsible for losses caused by their actions or omissions. Additionally, we host our internal systems through data centers that we operate and lease in Texas and Virginia. If we are unable to renew our agreements with our third-party providers or to renew our leases on commercially reasonable terms, or if one of our data center operators is acquired, we may be required to transfer our servers and other infrastructure to new data center facilities, and we may incur significant costs and possible service interruption in connection with any such transfer. Both our third-party data centers and data centers that we lease and operate are subject to break-ins, sabotage, intentional acts of vandalism and other misconduct. Any such acts could result in a breach of the security of our or our clients' data.

Problems faced by our third-party data center locations, with the telecommunications network providers with whom we or they contract, or with the systems by which our telecommunications providers allocate capacity among their customers, including us, could adversely affect the experience of our clients. We have periodically experienced service disruptions in the past, and we may experience interruptions or delays in our service in the future. Our third-party data centers' operators could also decide to close their facilities without adequate notice. In addition, any financial difficulties, such as bankruptcy, faced by our third-party data center operators or any of the third-party service providers with whom we or they contract may have negative effects on our business, the nature and extent of which are difficult to predict. Additionally, if our data centers are unable to keep up with our growing needs for capacity, this could adversely affect the growth of our business. While we maintain both redundancy and disaster recovery protocols, any changes in third-party service levels at our data centers or any security breaches, errors, defects, disruptions, or other performance problems with our Thryv Platform and add-ons could adversely affect our reputation, damage our clients' stored files, result in lengthy interruptions in our services, or otherwise result in damage or losses to our clients for which they may seek compensation from us. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the data center services we use. Interruptions in our services might reduce our revenues, cause us to issue refunds to clients for prepaid and unused subscription services, subject us to potential liability, or adversely affect our renewals.

Monitoring of changes to applicable laws

We and our third-party providers must monitor for any changes or updates in laws that are applicable to the solutions that we or our third-party providers provide to our clients. In addition, we are reliant on our third-party providers to modify the solutions that they provide to our clients to enable our clients to comply with changes to such laws and regulations. If our third-party providers fail to reflect changes or updates in applicable laws in the solutions that they provide to our clients in a timely manner, we could be subject to negative client experiences, harm to our reputation, loss of clients, claims for any fines, penalties or other damages suffered by our clients and other financial harm.

Printing of directories

In our Marketing Services segment, we depend on third parties to supply paper and to print, publish and distribute our directories. In connection with these services, we rely on the systems and services of our third-party service providers, their ability to perform key functions on our behalf in a timely manner and in accordance with agreed levels of service and their ability to attract and retain sufficient qualified personnel to perform services on our behalf. There are a limited number of these providers with sufficient scale to meet our needs. A failure in the systems of one of our key third-party service providers, or their inability to perform in accordance with the terms of our contracts or to retain sufficient qualified personnel, could have a material adverse effect on our business, prospects, financial condition, results of operations and cash flow. If we were to lose the services of any of our key third-party providers, we would be required to hire and train sufficient personnel to perform these services or to find an alternative service provider. In some cases, it would be impractical for us to perform these functions, including the printing of our directories. In the event we were required to perform any of the services that we currently outsource, it is unlikely that we would be able to perform them without incurring additional costs. A failure on the part of any of our third-party service providers could result in a material adverse effect on our business, financial condition and results of operations.

If we, or our third-party providers, do not keep pace with rapid technological changes and evolving industry standards, we may not be able to remain competitive, and the demand for our services may decline.

The markets in which we operate, particularly in our SaaS segment, are characterized by the following factors:

- changes due to rapid technological advances;
- additional qualification requirements related to technological challenges; and
- evolving industry standards and changes in the regulatory and legislative environment.

Our future success will depend upon our ability to anticipate and to adapt to changes in technology and industry standards and to effectively develop, introduce, market and gain broad acceptance of new product and service enhancements incorporating the latest technological advancements, including robust AI solutions. Furthermore, we depend on our third-party providers to also keep pace with rapid technological changes and evolving industry standards. If our third-party providers are unable to adapt to technological changes, this could also have a material adverse effect on our ability to retain or increase our client subscription base or cause us to incur additional operational costs involved with switching third-party providers.

If our competitors' products, services, or technologies become more accepted than our Thryv Platform and add-ons, if they are successful in bringing their products or services to market earlier than ours, or if their products or services are more technologically capable than ours, it could have a material adverse effect on our business, financial condition and results of operations. Our competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their product offerings or resources. In addition, some of our competitors may offer their products and services at a lower price. If we are unable to achieve our target pricing levels or if we experience significant pricing pressures, it could have a material adverse effect on our business, financial condition and results of operations.

If we do not maintain the compatibility of our Thryv Platform with third-party applications that our clients use in their businesses, our revenue will decline.

A percentage of our clients choose to integrate our platform with certain capabilities provided by third-party software platforms created by our third-party providers and application providers using application programming interfaces (*"APIs"*), either as publicly available no-fee licenses or through fee-based partnership arrangements. The functionality and popularity of our Thryv Platform depends, in part, on our ability to integrate our platform with third-party applications and platforms, including but not limited to CRM, CMS, omnichannel email and text marketing automation, accounting, e-commerce, call center, analytics and social media sites that our clients use and from which they obtain data. Third-party providers of applications and APIs may change the features of their applications and platforms, restrict our access to their applications and platforms, terminate or elect not to renew our partnership agreements or otherwise alter the terms governing use of their applications and APIs and access to those applications and platforms in an adverse manner. Such changes could functionally limit or terminate our ability to use these third-party applications and platforms in conjunction with our platform, which could adversely impact our offerings and harm our business. If we fail to integrate our Thryv Platform with new third-party applications and platforms that our clients use for marketing, sales or services purposes, we may not be able to offer the functionality that our clients need, which would adversely impact our ability to generate revenue and harm our business.

We rely on data provided by third parties, the loss of which could limit the functionality of our platform and disrupt our business.

The success of our services depends on our ability to deliver data to both consumers and our clients, such as website searches, client leads and social media updates. Certain of this data is provided by unaffiliated third parties, such as business data aggregators (e.g. doctor, hotel or other data aggregators) and vertical industry organizations, to supplement our own business listings for our search sites. Data we provide our clients about their presence on other internet sites and social media is also provided by third parties. Some of this data is provided to us pursuant to third-party data-sharing policies and terms of use, under data-sharing agreements by third-party providers or by client consent. In the future, any of these third parties could change its data-sharing policies, including making them more restrictive, or alter its algorithms that determine the placement, display and accessibility of search results and social media updates, any of which could result in the loss of, or significant impairment to, our ability to collect and provide useful data to our clients. These third parties could also interpret our or our third-party service providers' data collection policies or practices as being inconsistent with their policies, which could result in the loss of our ability to collect this data for our clients. Any such changes could impair our ability to deliver data to our clients and could adversely impact select functionality of our platform, impairing the return on investment that our clients derive from using our solution, as well as adversely affecting our business and our ability to generate revenue.

Risks Related to the Economy, Disasters, Epidemics, and Other External Factors

Adverse economic conditions may have a material adverse effect on our business, financial condition and results of operations.

Our business depends on the overall demand for marketing solutions, especially business management software by SMBs, and on the economic health of our current and prospective clients. Past financial recessions have resulted in a significant weakening of the economy in North America and globally, a reduction in employment levels, a reduction in prevailing interest rates, more limited availability of credit, a reduction in business confidence and activity and other difficulties. Such difficulties have affected, and any current or future adverse economic conditions may continue to affect, one or more of the industries to which we sell our offerings. In addition, there has been pressure to reduce government spending in the United States, and any tax increases and spending cuts at the federal level might reduce demand for our offerings from organizations that receive funding from the U.S. government and could negatively affect the U.S. economy, which could further reduce demand for our offerings.

Any of these events could have a material adverse effect on our business, financial condition and results of operations, and spending levels for our offerings may not increase following any recovery.

Public health epidemics or outbreaks may reduce or delay spending on day-to-day purchases, which could result in a reduction in the level of business conducted by our clients. As a result, our clients may reduce their spending on marketing services and business operations, which could have a material adverse effect on our business, financial condition and results of operations.

Public health epidemics or outbreaks could adversely impact our business. The extent to which a public health epidemic or outbreak impacts our operations will depend on future developments, including the duration of the outbreak, the severity of the outbreak and the actions to contain the outbreak or treat its impact, among others. Depending on the severity of the outbreak, we may experience significant future disruptions to our business operations, which may adversely affect our service quality and thereby our business reputation. In addition, the spread and impact of an outbreak could adversely impact demand for our clients' services or the level of business conducted by our clients. Such conditions could affect the rate of spending on our solutions and could adversely affect our clients' ability or willingness to purchase our solutions; the timing of our current or prospective clients' purchasing decisions; pressure for pricing discounts or extended payment terms; reductions in the amount or duration of clients' subscription contracts; or increase client churn, all of which could adversely affect our future sales, operating results and overall financial performance. If an outbreak has a continued and substantial impact on the ability of our clients to purchase our solutions, our results of operations and overall financial performance may be harmed. In addition, to the extent an outbreak adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in the risk factors included herein, or may affect our operating and financial results in a manner that is not presently known to us.

Our inability to successfully recover should we experience a disaster or other business continuity problem could cause material financial loss, loss of human capital, regulatory actions, reputational harm, damaged client relationships or legal liability.

While we and our third-party providers host our Thryv Platform and serve most of our digital clients on cloud services, should we experience a local or regional disaster or other business continuity problem, such as an earthquake, hurricane, flood, terrorist attack, pandemic, security breach, cyber-attack, power loss, telecommunications failure or other natural or man-made disaster, our ability to continue to operate will depend, in part, on the availability of our personnel, our office facilities and the proper functioning of our computer, telecommunication and other related systems and operations. In such an event, we could experience operational challenges with regard to particular areas of our operations, such as key executive officers or personnel that could have a material adverse effect on our business.

We regularly assess and take steps to improve our existing business continuity plans and key management succession. However, a disaster on a significant scale or affecting certain of our key operating areas within or across regions, or our inability to successfully recover should we experience a disaster or other business continuity problem, could materially interrupt our business operations and result in material financial loss, loss of human capital, regulatory actions, reputational harm, damaged client relationships or legal liability.

Risks Related to Human Capital

We depend on our senior management team, and the loss of one or more key employees or an inability to attract and to retain highly skilled employees could have a material adverse effect on our business, financial condition and results of operations.

Our success depends largely upon the continued services of our key executive officers. Specifically, we believe that the continued employment of our CEO and Chairman, Joseph A. Walsh, will play an important part in our success. We also rely on our leadership team in the areas of marketing, sales, services and general and administrative functions and on mission-critical individual contributors in all such areas. From time to time, there may be changes in our executive management team resulting from the hiring or departure of executives, which could disrupt our business. We do not have employment agreements with most of our executive officers or other key personnel that require them to continue to work for us for any specified period, and, therefore, they could terminate their employment with us at any time. Additionally, we do not maintain key man insurance on any of our executive officers or key employees. The loss of one or more of our executive officers or key employees could have a material adverse effect on our business, financial condition and results of operations. Turnover among our outside and inside sales force or key management could adversely affect our business and the loss of a significant number of experienced key personnel could have a material adverse effect on our business, prospects, financial condition, results of operations and cash flow.

Our success also depends on our ability to identify, hire, train and retain qualified sales personnel. To execute our growth plan, we must attract and retain highly qualified personnel. Competition for personnel is intense, including without limitation for individuals with high levels of experience in designing and developing software and internet-related services and senior sales executives. We have, from time to time, experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees have or that we have breached their legal obligations, resulting in a diversion of our time and resources. In addition, job candidates and existing employees often consider the value of the stock awards they receive in connection with their employment. If the perceived value of our stock awards declines, it may adversely affect our ability to recruit and to retain highly skilled employees. If we fail to attract new personnel or fail to retain and to motivate our current personnel, it could have a material adverse effect on our business, financial condition and results of operations.

A portion of our employees are represented by unions. Our business could be adversely affected by future labor negotiations and our ability to maintain good relations with our unionized employees.

As of December 31, 2024, 217 employees, or 7% of our employees and 25% of our sales force, were represented by unions. In addition, the employees of some of our key suppliers are represented by unions. Work stoppages or slowdowns involving our union-represented employees, or those of our suppliers, could significantly disrupt our operations and increase operating costs, which would have a material adverse effect on our business.

The inability to negotiate acceptable terms with the unions could also result in increased operating costs from higher wages or benefits paid to union employees or replacement workers. A greater percentage of our work force could also become represented by unions. If a union decides to strike and others choose to honor its picket line, it could have a material adverse effect on our business.

Legal, Tax, Regulatory and Compliance Risks

Our solutions and our business are subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security. Any failure by us or our third-party service providers, as well as the failure of our platform or services, to comply with applicable laws and regulations could have a material adverse effect on our business, financial condition and results of operations.

We and our clients are subject to a variety of U.S. and international laws and regulations, including regulation by various federal government agencies, including the U.S. Federal Communication Commission ("*FCC*") (telemarketing and text marketing), the U.S. Federal Trade Commission *(*"*FTC*") (advertising laws, Controlling the Assault of Non-Solicited Pornography and Marketing ("*CAN-SPAM*") Act compliance), U.S. Department of Health and Human Services (Health Insurance Portability and Accountability Act of 1996 (as amended and together with its implementing regulations, "*HIPAA*") compliance, and state and local agencies. The Telephone Consumer Protection Act governs our ability to offer text marketing services to our clients and recorded calls. Increasingly, though inconsistently, both state and federal courts are finding obligations on businesses –even small ones– to make their websites and any videos posted online fully accessible to those with disabilities under both the ADA and various states' laws, which impacts our website and video offerings. The United States and various state and foreign governments have adopted or proposed limitations on, or requirements regarding, the collection, distribution, use, security and storage of personally identifiable information ("*PII*") of individuals; and the FTC and many state attorneys general are applying federal and state consumer protection laws to impose standards on the online collection, use and dissemination of data. Self-regulatory obligations, other industry standards, policies and other legal obligations may apply to our collection, distribution, use, security, or storage of PII or other data relating to individuals. In addition, most states and some foreign governments have enacted laws requiring companies to notify individuals of data security breaches involving certain types of PII. These obligations may be interpreted and applied in an inconsistent manner from one jurisdiction to another and may conflict with one another, other regulatory requirements, or our internal practices.

We expect that there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection and information security in the United States, Canada, Australia, New Zealand, the European Union (the "*E.U.*"), and other jurisdictions, and we cannot yet determine the impact such future laws, regulations and standards may have on our business. For example, in May 2018, the General Data Protection Regulation came into effect, which brought with it a complete overhaul of E.U. data protection laws: the new rules superseded then-current E.U. data protection legislation, imposed more stringent E.U. data protection requirements and provided for greater penalties for non-compliance. In addition, the California Consumer Protection Act of 2018 ("*CCPA*") became effective January 1, 2020, with implications for consumer privacy in the U.S. that reach beyond California. HIPAA, as amended by Health Information Technology for Economic and Clinical Health Act, affects our ability to provide our solutions to medical and healthcare businesses that are Covered Entities or Business Associates under those laws. New York's SHIELD Act may impact our ability to offer our services to financial businesses due to its compliance requirements for data collection and security. Changing definitions of what constitutes PII may also limit or inhibit our ability to operate or to expand our business, including limiting strategic partnerships that may involve the sharing of data, especially in the context of the digital advertising ecosystem. Also, some jurisdictions require that certain types of data be retained on localized servers within these jurisdictions, which could impact our ability to make solutions that impact all our clients' needs.

Evolving and changing definitions of what constitutes PII within the United States, Canada, Australia, New Zealand, the European Union and elsewhere, especially relating to the classification of internet protocol, or IP addresses, machine or device identification numbers, location data and other information, as well as the use of PII for machine learning process or algorithm movement may limit or inhibit our ability to operate or to expand our business. Future laws, regulations, standards and other obligations could impair our ability to collect or to use information that we utilize to provide email delivery and marketing services to our clients, thereby impairing our ability to maintain and to grow our client base and to increase revenue. Future restrictions on the collection, use, sharing, or disclosure of our clients' data or additional requirements for express or implied consent of clients for the use and disclosure of such information may limit our ability to develop new services and features.

Our failure to comply with applicable laws, directives and regulations may result in enforcement action against us, including fines and imprisonment, or actions against our clients who may not fully understand the impact of these laws on their businesses and damage to our reputation, any of which may have an adverse effect on our business and operating results. The costs of compliance with and other burdens imposed by, such laws and regulations that are applicable to us or to the businesses of our clients, may limit the use and adoption of our Thryv Platform and add-ons and reduce overall demand, or lead to significant fines, penalties, or liabilities for any non-compliance with such privacy laws. Furthermore, privacy concerns may cause our clients' workers and our clients' customers to resist providing PII necessary to allow our clients to use our Thryv Platform and add-ons effectively. Furthermore, if the processing of PII were to be curtailed in this manner, our

solutions would be less effective, which may reduce demand for our Thryv Platform and add-ons, which could have a material adverse effect on our business, financial condition and results of operations.

Even the perception of privacy concerns, whether or not valid, may inhibit market adoption of our Thryv Platform and add-ons in certain industries. Any failure or perceived failure by us to comply with U.S., Australia, E.U., or other foreign privacy or security laws, regulations, policies, industry standards, or legal obligations, or any security incident that results in the unauthorized access to, or acquisition, release, or transfer of, PII may result in governmental enforcement actions, litigation, fines and penalties, or adverse publicity and could cause our clients to lose trust in us, which could harm our reputation and have a material adverse effect on our business, financial condition and results of operations. If our service is perceived to cause, or is otherwise unfavorably associated with, violations of privacy or data security requirements, it may subject us or our clients to public criticism and potential legal liability. Public concerns regarding PII processing, privacy and security may cause some of our clients' end-users to be less likely to visit their websites or otherwise interact with them. If enough end-users choose not to interact with our clients, our clients could stop using our platform. This, in turn, may reduce the value of our services and slow or eliminate the growth of our business. Existing and potential privacy laws and regulations concerning privacy and data security and increasing sensitivity of consumers to unauthorized processing of PII may create negative public reactions to technologies, products and services, such as ours.

Industry-specific regulation and other requirements and standards are evolving and unfavorable industry-specific laws, regulations, interpretive positions or standards could harm our business.

We maintain clients in a variety of industries, including healthcare, financial services, the public sector and telecommunications. Regulators in certain industries have adopted, and may in the future adopt, regulations or interpretive positions regarding the use of cloud computing and other outsourced services. The costs of compliance with, and other burdens imposed by, industry-specific laws, regulations and interpretive positions may limit our clients' use and adoption of our services and reduce overall demand for our services. Compliance with these regulations may also require us to devote greater resources to support certain clients, which may increase costs and lengthen sales cycles. For example, some financial services regulators have imposed guidelines for use of cloud computing services that mandate specific controls or require financial services enterprises to obtain regulatory approval prior to outsourcing certain functions. If we are unable to comply with these guidelines or controls, or if our clients are unable to obtain regulatory approval to use our services where required, our business may be harmed. In addition, an inability to satisfy the standards of certain voluntary third-party certification bodies that our clients may expect, such as an attestation of compliance with the New York SHIELD Law, CCPA, Payment Card Industry Data Security Standards, may have an adverse impact on our business and results. Furthermore, we and our clients in the healthcare industry are regulated by HIPAA, which establishes privacy and security standards that limit the use and disclosure of protected health information ("*PHI*") and requires the implementation of administrative, physical and technical safeguards to ensure the confidentiality, integrity and availability of individually identifiable health information in electronic form, as well as breach notification procedures for breaches of PHI and penalties for violation of HIPAA's requirements for entities subject to its regulation. We work to maintain compliance with the relevant industry-specific certifications or other requirements or standards relevant to our clients, but if in the future we are unable to achieve or maintain such certifications, requirements or standards, it may harm our business and adversely affect our results.

Further, in some cases, industry-specific laws, regionally-specific, or product-specific laws, regulations, or interpretive positions may also apply directly to us as a service provider. The interpretation of many of these statutes, regulations and rulings is evolving in the courts and administrative agencies and an inability to comply may have an adverse impact on our business and results. Any failure or perceived failure by us to comply with such requirements could have an adverse impact on our business. For example, there are various statutes, regulations and rulings relevant to the direct email marketing and text-messaging industries, including the CAN-SPAM Act, Telephone Consumer Protection Act ("*TCPA*") and related FCC orders. The TCPA and FCC rulings impose significant restrictions on the ability to utilize telephone calls and text messages to mobile telephone numbers as a means of communication, when the prior express consent of the person being contacted has not been obtained or proof of such consent not properly maintained. We may in the future be subject to one or more lawsuits, containing allegations that one of our platforms or clients using our platform violated industry-specific regulations and any determination that we or our clients violated such regulations could expose us to significant damage awards that could, individually or in the aggregate, materially adversely affect our business.

Clients may depend on our solutions to enable them to comply with applicable laws, or may not fully comprehend the applicable laws' impact on them when using our solutions, which requires us and our third-party providers to constantly monitor applicable laws and to make applicable changes to our solutions. If our solutions have not been updated to enable the client to comply with applicable laws or we fail to update our solutions on a timely basis, it could have a material adverse effect on our business, financial condition and results of operations.

Clients may rely on our solutions to enable them to comply with applicable laws in areas in which the solutions are intended for use. Changes in laws and regulations could require us to make significant modifications to our products or to delay or to cease sales of certain products, which could result in reduced revenues or revenue growth and our incurring substantial expenses and write-offs. Although we believe that our solutions provide us with flexibility to release updates in response to these changes, we cannot be certain that we will be able to make the necessary changes to our solutions and release updates on a timely basis, or at all. In addition, we are reliant on our third-party service providers to modify the solutions that they provide to our clients through our platform to comply with changes to such laws and regulations. The number of laws and regulations that we are required to monitor will increase as we expand the geographic region in which our solutions are offered. When a law changes, we must then test our solutions to meet the requirements necessary to enable our clients to comply with the new law or assist them in not violating the law through typical usage. If our solutions fail to enable a client to comply with applicable laws, or expose a client to legal action via typical usage of our solutions, we could be subject to negative client experiences, harm to our reputation or loss of clients, claims for any fines, penalties or other damages suffered by our client and other financial harm. Additionally, the costs associated with such monitoring implementation of changes are significant. If our solutions do not enable our clients to comply with applicable laws and regulations, or prevent them from exposing themselves to liability through typical usage, it could have a material adverse effect on our business, financial condition and results of operations.

Additionally, if we fail to make any changes to our solutions as described herein, which are required as a result of such changes to, or enactment of, any applicable laws in a timely fashion, we could be responsible for fines and penalties implemented by governmental and regulatory bodies. Our payment of fines, penalties, interest, or other damages as a result of our failure to provide compliance services prior to deadlines may have a material adverse effect on our business, financial condition and results of operations.

An information security breach of our systems or our data centers operated by third-party providers, the loss of, or unauthorized access to, client information, or a system disruption could have a material adverse effect on our business, market brand, financial condition and results of operations.

Our business is dependent on our data processing systems and our data centers operated by third-party providers. We rely on these systems to process, on a daily and time sensitive basis, a large number of complicated transactions. We electronically receive, process, store and transmit data and PII about our clients and our employees, as well as our vendors and other business partners, including names, social security numbers, credit card numbers and financial account numbers. We keep this information confidential. However, our websites, networks, applications and technologies and other information systems have in the past, and will continue to be targeted for sabotage, disruption, or data misappropriation. The uninterrupted operation of our information systems and our ability to maintain the confidentiality of PII and other client and individual information that resides on our systems are critical to the successful operation of our business. While we have information security and business continuity programs, these plans may not be sufficient to ensure the uninterrupted operation of our systems or to prevent unauthorized access to the systems by unauthorized third parties. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. These concerns about information security increase with the mounting sophistication of social engineering. Our network security hardening may be bypassed by phishing and other social engineering techniques that seek to use end-user behaviors to distribute computer viruses and malware into our systems, which might disrupt our delivery of services and make them unavailable and might also result in the disclosure or misappropriation of PII or other confidential or sensitive information. In addition, a significant cybersecurity breach could prevent or delay our ability to process payment transactions.

Any information security breach in our business processes or of our processing systems has the potential to impact our client information and our financial reporting capabilities, which could result in the potential loss of business and our ability to accurately report financial results. If any of these systems fail to operate properly or become disabled even for a brief period of time, we could potentially miss a critical filing period, resulting in potential fees and penalties, or lose control of client data, all of which could result in financial loss, a disruption of our businesses, liability to clients, regulatory intervention, or damage to our reputation. The continued occurrence of high-profile data breaches provides evidence of an external environment increasingly hostile to information security. If our security measures are breached as a result of third-party action, employee or subcontractor error, malfeasance or otherwise, and, as a result, someone obtains unauthorized

access to client data, our reputation may be damaged, our business may suffer, and we could incur significant liability. We may also experience security breaches that may remain undetected for an extended period of time. Techniques used to obtain unauthorized access or to sabotage systems change frequently and are growing increasingly sophisticated. As a result, we may be unable to anticipate these techniques or to implement adequate preventative measures.

Our employees and personnel use generative AI technologies to perform their work, and the disclosure and use of personal data in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating generative AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits. If we are unable to use generative AI, it could make our business less efficient and result in competitive disadvantages.

This environment demands that we continuously improve our design and coordination of security controls throughout the Company. Our Board of Directors (the "*Board*"), in coordination with the Audit Committee of the Board (the "*Audit Committee*"), has primary responsibility for overseeing cybersecurity risk management and the effectiveness of security controls. The Audit Committee receives quarterly reports identifying major risk area exposures, such as cybersecurity. In the event that the Audit Committee identifies significant risk exposures, including with respect to cybersecurity, it will present such exposure to the Board to assess our risk identification, risk management and mitigation strategies. Despite these efforts, it is possible that our security controls over data, training and other practices we follow may not prevent the improper disclosure of PII or other confidential information. Any issue of data privacy as it relates to unauthorized access to or loss of client and/or employee information could result in the potential loss of business, damage to our market reputation, litigation and regulatory investigation and penalties.

There may be other such security vulnerabilities that come to our attention. Our continued investment in the security of our technology systems, continued efforts to improve the controls within our technology systems, business processes improvements and the enhancements to our culture of information security may not successfully prevent attempts to breach our security or unauthorized access to PII or other confidential, sensitive or proprietary information. Additionally, sensitive data of the Company could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies. In addition, in the event of a catastrophic occurrence, either natural or man-made, our ability to protect our infrastructure, including PII and other client data and to maintain ongoing operations could be significantly impaired. Our business continuity and disaster recovery plans and strategies may not be successful in mitigating the effects of a catastrophic occurrence. Insurance may be inadequate or may not be available in the future on acceptable terms, or at all. In addition, our insurance policies may not cover all claims made against us and defending a suit, regardless of its merit, could be costly and divert management's attention. If our security is breached, if PII or other confidential information is accessed, or if we experience a catastrophic occurrence, it could have a material adverse effect on our business, financial condition and results of operations.

Our services present the potential for identity theft, embezzlement, or other similar illegal behavior by our employees and contractors with respect to third parties, which could damage our reputation, lead to legal liabilities and have a material adverse effect on our business, financial condition and results of operations.

The services offered by us generally require or involve collecting PII of our clients and / or their employees, such as their full names, birth dates, addresses, employer records, tax information, social security numbers, credit card numbers and bank account information. This information can be used by criminals to commit identity theft, to impersonate third parties, or to otherwise gain access to the data or funds of an individual. If any of our employees or contractors take, convert, or misuse such PII, funds or other documents or data, we could be liable for damages, and our business reputation could be damaged or destroyed. Moreover, if we fail to adequately prevent third parties from accessing PII and/or business information and using that information to commit identity theft, we might face legal liabilities and other losses that could have a material adverse effect on our business, financial condition and results of operations.

Any failure to protect our intellectual property rights could impair our ability to protect our proprietary technology and our brand.

Various trademarks and other intellectual property rights are key to our business. We rely upon a combination of patent, trademark, copyright and trade secret laws as well as contractual arrangements, including confidentiality or license agreements, to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be ineffective or inadequate. We may be required to bring lawsuits against third parties to protect our intellectual property rights. Similarly, we may be party to proceedings by third parties challenging our rights. Lawsuits brought by us may not be successful, or we may be found to infringe the intellectual property rights of others. As the commercial use of the internet further expands, it may be more difficult.

In order to protect our trade names, including Thryv®, Thryv Leads®, Thryv Complete℠, Thryv Your Business Smarter®, The Real Yellow Pages®, Yellowpages.com®, Dexknows.com®, Superpages.com®, Yellow.co.nz, Whitepages.co.nz, Finda.co.nz and Tourism.net.nz from domain name infringement or to prevent others from using internet domain names that associate their businesses with ours, Thryv seeks formal registrations from the USPTO, participates in a tracking service for all Thryv domestic and internal trademarks and works with specialized outside counsel. In the past, we have received claims of material infringement of intellectual property rights. For example, we have had to defend against copyright violation claims on licensed images included in our print and internet directories and websites and patent infringement claims on various technologies and functionalities included in our digital products, services, and internet sites. Related lawsuits, regardless of the outcome, could result in substantial costs and diversion of resources and could have a material adverse effect on our business. In response to the loss of important trademarks or other intellectual property rights, we may be required to spend significant resources to monitor and to protect these rights. Litigation brought to protect and to enforce our intellectual property rights could be costly, time-consuming and distracting to management, with no guarantee of success and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. We also maintain a moderate patent portfolio and work with specialized patent counsel to protect our technology rights. Our failure to secure, protect and enforce our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

Some of our solutions utilize open source software and any failure to comply with the terms of one or more of these open source licenses could have a material adverse effect on our business, financial condition and results of operations.

Some of our solutions, such as Thryv Leads, and client consumer-facing websites and mobile applications, as well as our internal business solutions include software covered by open source licenses, such as GPL-type licenses. Although we provide what we deem to be compliant notices and attributions for the use of any open source code, the terms of various open source licenses have not been interpreted by U.S. courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide our solutions or consumer-facing sites and applications. Our internal development policies and vendor contracts typically prohibit the use of open source licensed code that requires the release of the source code of our proprietary software, but any errors in application of our policies or standard contract language could potentially make our proprietary software available under open source licenses if we combine our proprietary software with open source software in a certain manner. In the event that portions of our proprietary software are determined to be subject to an open source license of a particular type, we could be required to publicly release the affected portions of our source code, to re-engineer all or a portion of our technologies, or otherwise to be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our technologies and services. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of the software. Many of the risks associated with usage of open source software cannot be eliminated and could have a material adverse effect on our business, financial condition and results of operations.

Litigation and regulatory investigations, including the Subpoena, aimed at us or resulting from our actions or the actions of our predecessors may result in significant financial losses and harm to our reputation.

We face risk of litigation, regulatory investigations and similar actions in the ordinary course of our business, including the risk of lawsuits and other legal actions relating to breaches of contractual obligations or tortious claims from clients or other third parties, fines, penalties, interest, or other damages as a result of erroneous transactions, breach of data privacy laws, or lawsuits and legal actions related to us or our predecessors. Any such action may include claims for substantial or unspecified compensatory damages, as well as civil, regulatory, or criminal proceedings against our directors, officers, or employees, and the probability and amount of liability, if any, may remain unknown for significant periods of time. We may

be also subject to various regulatory investigations and inquiries, such as information requests and book and records examinations, from regulators and other authorities in the geographical markets in which we operate.

Recently, we received a subpoena from the Division of Enforcement of the SEC requesting documents and information related to the Company's previously publicly announced strategic conversion of its clients from its digital marketing services solutions platform to its SaaS solutions platform (the "*Subpoena*"). A substantial liability arising from regulatory investigation, including the Subpoena, a lawsuit judgment or settlement or a significant regulatory action against us or a disruption in our business arising from adverse adjudications in proceedings against our directors, officers, or employees could have a material adverse effect on our business, financial condition and results or operations. Moreover, even if we ultimately prevail in or settle any regulatory investigation, including the Subpoena, litigation, or regulatory action, we could suffer significant harm to our reputation, which could materially affect our ability to attract new clients, to retain current clients and to recruit and to retain employees, which could have a material adverse effect on our business, financial condition and results of operations.

Various lawsuits and other claims typical for a business of our size and nature are pending against us, including disputes with taxing jurisdictions. See Part II - Item 8. Note 15, *Contingent Liabilities* for further detail.

We are also exposed to potential future claims and litigation relating to our business, as well as methods of collection, processing and use of personal data. Our clients and users of client data collected and processed by us could also file claims against us if our data were found to be inaccurate, or if personal data stored by us were improperly accessed and disseminated by unauthorized persons. These potential future claims could have a material adverse effect on our consolidated statements of operations and comprehensive (loss) income, consolidated balance sheets or consolidated statements of cash flows.

We may be sued by third parties for alleged infringement of their proprietary rights.

There is considerable patent and other intellectual property development activity in our industry. Our success depends upon our not infringing upon the intellectual property rights of others. Our competitors, as well as a number of other entities and individuals, including parties commonly referred to as "*patent trolls,*" may own or claim to own intellectual property relating to our industry. From time to time, third parties may claim that we are infringing upon their intellectual property rights, and we may be found to be infringing upon such rights. In the future, others may claim that our Thryv Platform and underlying technology infringe or violate their intellectual property rights. However, we may be unaware of the intellectual property rights that others may claim cover some or all of our technology or services. Our history of mergers and acquisitions may cause the appropriate licensing of IP rights of third parties on which we rely to be difficult to trace and prove over time. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our services, or require that we comply with other unfavorable terms. Even if we were to prevail in such a dispute, any litigation regarding our intellectual property could be costly and time-consuming and divert the attention of our management and key personnel from our business operations. Any such events could have a material adverse effect on our business, financial condition and results of operations.

Laws and regulations directed at limiting or restricting the distribution of our print directories or shifting the costs and responsibilities of waste management related to our print directories could adversely affect our business.

A number of states and municipalities are considering, and a limited number of municipalities have enacted, legislation or regulations that would limit or restrict our ability to distribute our print directories in the markets we serve. The most restrictive laws or regulations would prohibit us from distributing our print directories unless residents affirmatively "*opt in*" to receive our print directories. Other less restrictive laws or regulations would require us to allow residents to "*opt out*" of receiving our print directories. In addition, some states and municipalities are considering legislation or regulations that would shift the costs and responsibilities of waste management for discarded directories from municipalities to the producers of the directories. These laws and regulations will likely, if and where adopted, increase our costs, reduce the number of directories that we distribute and negatively impact our ability to market our advertising to new and existing clients. If these or similar laws and regulations are widely adopted, it could have a material adverse effect on our business, prospects, financial condition, results of operations and cash flow.

Our failure to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have a material adverse effect on our business, financial condition and results of operations.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, as amended (the "*Sarbanes-Oxley Act*") to provide a report by management on, among other things, the effectiveness of our internal control over financial reporting. In

particular, Section 404 requires us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm to attest to, the effectiveness of our internal control over financial reporting. Our compliance with applicable provisions of Section 404 requires that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

We have in the past identified material weaknesses in our internal control over financial reporting, which we were required to report and remediate. If we are unable to maintain adequate internal control over financial reporting, or if in the future we identify material weaknesses, we may be unable to report our financial information accurately on a timely basis, may suffer adverse regulatory consequences or violations of applicable stock exchange listing rules, may breach the covenants under our credit facilities and incur additional costs. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements, which could cause the price of our common stock to decline and have a material adverse effect on our business, financial condition and results of operations.

If we are required to collect sales and use taxes in additional jurisdictions, we might be subject to liability for past sales, and our future sales may decrease. Adverse tax laws or regulations could be enacted or existing laws could be applied to us or our clients, which could increase the costs of our services and otherwise have a material adverse effect on our business, financial condition and results of operations.

The application of federal, state and local tax laws to services provided electronically is evolving. New income, sales, use, or other tax laws, statutes, rules, regulations, or ordinances could be enacted at any time (possibly with retroactive effect) and could be applied solely or disproportionately to services provided over the internet. These enactments could adversely affect our sales activity due to the inherent cost increase the taxes would represent and ultimately have a material adverse effect on our results of operations and cash flows.

In addition, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us (possibly with retroactive effect), which could require us or our clients to pay additional tax amounts, as well as require us or our clients to pay fines or penalties and interest for past amounts.

For example, we might lose sales or incur significant expenses if states successfully impose broader guidelines on state sales and use taxes. A successful assertion by one or more states requiring us to collect sales or other taxes on the licensing of our software or provision of our services could result in substantial tax liabilities for past transactions and otherwise harm our business. Each state has different rules and regulations governing sales and use taxes, and these rules and regulations are subject to varying interpretations that change over time. We review these rules and regulations periodically and, when we believe we are subject to sales and use taxes in a particular state, we may voluntarily engage state tax authorities in order to determine how to comply with that state's rules and regulations. There is no guarantee that we will not be subject to sales and use taxes or related penalties for past sales in states where we currently believe no such taxes are required.

Vendors of services, like us, are typically held responsible by taxing authorities for the collection and payment of any applicable sales and similar taxes. If one or more taxing authorities determines that taxes should have, but have not, been paid with respect to our services, we might be liable for past taxes in addition to taxes going forward. Liability for past taxes might also include substantial interest and penalty charges. Our clients are typically wholly responsible for applicable sales and similar taxes. Nevertheless, clients might be reluctant to pay back taxes and might refuse responsibility for interest or penalties associated with those taxes. If we are required to collect and to pay back taxes and the associated interest and penalties, and if our clients fail or refuse to reimburse us for all or a portion of these amounts, we will incur unplanned expenses that may be substantial. Moreover, imposition of such taxes on us going forward will effectively increase the cost of our services to our clients and might adversely affect our ability to retain existing clients or to gain new clients in the areas in which such taxes are imposed.

We may not be able to utilize a significant portion of our net operating loss carryforwards, which could have a material adverse effect on our financial condition and results of operations.

As of December 31, 2024, we had state net operating loss carryforwards due to prior period losses, which, if not utilized, will begin to expire in 2025. Utilization of these net operating losses depends on many factors, including our future income,

which cannot be assured. These net operating loss carryforwards could expire unused and be unavailable to offset future income tax liabilities, which could have a material adverse effect on our financial condition and results of operations.

In addition, under Section 382 of the Internal Revenue Code of 1986, as amended (the "*Code*"), our ability to utilize net operating loss carryforwards or other tax attributes in any taxable year may be limited if we experience an "*ownership change.*" A Section 382 "*ownership change*" generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. Future issuances of our stock could cause an "*ownership change.*" It is possible that an ownership change could have a material effect on the use of our net operating loss carryforwards or other tax attributes, which could have a material adverse effect on our results of operations and profitability.

Risks Related to Taxes

The international tax landscape is highly uncertain and complex, and our international taxes might increase as a result of Pillar Two rules.

The international tax environment remains highly uncertain and increasingly complex as evidenced by initiatives put forth by the Organization for Economic Co-operation and Development ("*OECD*"), which includes the introduction of a global minimum tax at a rate of 15% under the OECD's Pillar Two rules. The OECD continues to release additional guidance on these rules, and many countries have enacted or are in the process of enacting Pillar Two enactment rules which took effect in jurisdictions relevant to Thryv beginning in 2024. While we do not currently estimate a material impact to our consolidated financial statements, we continue to monitor these proposals closely and, if enacted by various countries in which we do business, they may increase our taxes in the applicable jurisdictions or cause us to change the way we operate our business and result in increased taxation of our international earnings.

Operational Risks

Cost reduction efforts may be time-consuming and the associated savings may not be realized.

We have historically undertaken cost reduction programs, and we continue to evaluate our operations and may initiate further rationalization, depending on market conditions. The key components of our cost reduction program include reducing staff, restructuring our contracts and realizing savings in procurement and logistics. These cost reduction programs could result in our inability to continue to maintain a highly variable cost structure. The full benefits of these programs may be difficult to realize and any short term synergies and savings realized may not be sustainable in the long term. Losses of key personnel could adversely affect our business, financial condition and results of operations.

We may provide service level commitments under our client contracts. If we fail to meet these contractual commitments, we could be considered to have breached our contractual obligations, obligated to provide credits, refund prepaid amounts related to unused subscription services or face contract terminations, which could have a material adverse effect on our business, financial condition and results of operations.

Our client agreements for our Thryv hosted SaaS may include service level commitments which are measured on a monthly or other periodic basis. If we suffer extended periods of unavailability for our Thryv Platform and add-ons, we may be contractually obligated to provide these clients with service credits or refunds for prepaid amounts related to unused subscription services, or we could face contract claims for damages or terminations, which could have a material adverse effect on our business, financial condition and results of operations. In addition, our revenues could be significantly affected if we suffer unscheduled downtime that exceeds the disclosed downtimes under our agreements with our clients. Any extended service outages could have a material adverse effect on our business, financial condition and results of operations.

Any failure to offer high-quality or technical support services may adversely affect our relationships with our clients and could have a material adverse effect on our business, financial condition and results of operations.

We support our clients through the availability of business advisors prior to and following the onboarding of clients onto our Thryv Platform. Once our solutions are deployed, our digital services clients depend on our support organization to resolve technical issues relating to our platform. We may be unable to respond quickly enough to accommodate short-term increases in client demand for support services. We also may be unable to modify the format of our support services to compete with changes in support services provided by our competitors. Increased client demand for these services, without corresponding revenues, could increase costs and have an adverse effect on our results of operations. In addition, our sales

process is highly dependent on our business reputation and on positive recommendations from our existing clients. Any failure to maintain high-quality technical support, or a market perception that we do not maintain high-quality support, could adversely affect our reputation and our ability to sell our Thryv Platform and add-ons to existing and prospective clients, which could have a material adverse effect on our business, financial condition and results of operations.

Aging software and hardware infrastructure may lead to increased costs and disruptions in operations that could adversely impact our financial results.

We have risks associated with aging software and hardware infrastructure assets. The age of certain of our assets may result in a need for replacement and higher level of maintenance costs. A higher level of expenses associated with our aging software and hardware infrastructure may have a material adverse effect on our business, financial condition and results of operations.

If we or our third-party service providers fail to manage our technical operations infrastructure, our existing clients may experience service outages in our Thryv Platform and add-ons, and our new clients may experience delays in the deployment of our Thryv Platform and add-ons, which could have a material adverse effect on our business, financial condition and results of operations.

We have experienced significant growth in the number of users, transactions and data that our operations infrastructure supports. We seek to maintain sufficient excess capacity in our operations infrastructure to meet the needs of all of our clients. We also seek to maintain excess capacity to facilitate the rapid provision of new client activations and the expansion of existing client activations. In addition, we need to properly manage our technological operations infrastructure in order to support version control, changes in hardware and software parameters and the evolution of our Thryv Platform and add-ons. However, the provision of new hosting infrastructure requires significant lead time. We have experienced and may in the future experience, website disruptions, outages and other performance problems. These problems may be caused by a variety of factors, including infrastructure changes, human or software errors, viruses, security attacks, fraud, increased resource consumption from expansion or modification to our code, spikes in client usage and denial of service issues. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. If we do not accurately predict our infrastructure requirements, our existing clients may experience service outages that may subject them to financial penalties, causing us to incur financial liabilities and client losses, and our operations infrastructure may fail to keep pace with increased sales, causing new clients to experience delays as we seek to obtain additional capacity, which could have a material adverse effect on our business, financial condition and results of operations.

If our Thryv Platform and add-ons fail to perform properly, our reputation could be adversely affected, our market share could decline, and we could be subject to liability claims, which could have a material adverse effect on our business, financial condition and results of operations.

Our solutions are inherently complex and may contain material defects or errors. Any defects in functionality or that cause interruptions in the availability of our Thryv Platform and add-ons could result in:

- loss or delayed market acceptance and sales;
- breach of warranty or other contractual claims for damages incurred by clients;
- loss of clients;
- diversion of development and client service resources; and
- injury to our reputation;

The occurrence of any of these issues could have a material adverse effect on our business, financial condition and results of operations. In addition, the costs incurred in correcting any material defects or errors might be substantial.

Because of the large amount of data that we collect and manage, it is possible that hardware failures or errors in our systems could result in data loss or corruption, or cause the information that we collect to be incomplete or contain inaccuracies that our clients regard as significant. Furthermore, the availability or performance of our Thryv Platform and add-ons could be adversely affected by a number of factors, including clients' inability to access the internet, the failure of our network or software systems, security breaches, or variability in user traffic for our services. We may be required to issue credits or refunds for prepaid amounts related to unused services or otherwise be liable to our clients for damages they may incur resulting from certain of these events. Because of the nature of our business, our reputation could be harmed as a result of factors beyond our control. For example, because our clients access our Thryv Platform and add-ons through their internet service providers, if a service provider fails to provide sufficient capacity to support our platform and add-ons or otherwise

experiences service outages, such failure could interrupt our clients' access to or experience with our platform, which could adversely affect our reputation or our clients' perception of our platform's reliability or otherwise have a material adverse effect on our business, financial condition and results of operations.

Our insurance may be inadequate or may not be available in the future on acceptable terms, or at all. In addition, our policy may not cover all claims made against us, and defending a suit, regardless of its merit, could be costly and divert management's attention.

Our results of operations may fluctuate significantly and may not fully reflect the underlying performance of our business.

Our results of operations may vary significantly in the future and period-to-period comparisons of our results of operations may not be meaningful. Accordingly, the results of any one quarter or annual period should not be relied upon as an indication of future performance. Our financial results may fluctuate as a result of a variety of factors, many of which are outside of our control and as a result, may not fully reflect the underlying performance of our business. Fluctuations in results may negatively impact the value of our common stock. Factors that may cause fluctuations in our financial results include, without limitation:

- our ability to attract new clients;
- our ability to manage our declining Marketing Services revenue;
- the timing of recognition of revenues;
- directory publication cycles;
- the amount and timing of operating expenses related to the maintenance and expansion of our business, operations and infrastructure;
- network outages or security breaches;
- general economic, industry and market conditions; including as a result of war, incidents of terrorism, civil unrest, or responses to these events;
- client renewals;
- increases or decreases in the number of elements of our services or pricing changes upon any renewals of client agreements;
- changes in our pricing policies or those of our competitors;
- seasonal variations in our client subscriptions;
- fluctuation in market interest rates, which impacts debt interest expense;
- any changes in the competitive dynamics of our industry, including consolidation among competitors, clients, or strategic partners; and
- the impact of new accounting rules.

Risks Related to the Keap Acquisition

We may be unable to successfully integrate some or all of the Keap business into our business or achieve the anticipated benefits of the Keap Acquisition.

Our ability to achieve the anticipated benefits of the Keap Acquisition will depend in part upon whether we can integrate the Keap business into our existing business in an efficient and effective manner. We may not be able to accomplish this integration process successfully. There can be no assurances that our businesses can be combined in a manner that allows for the achievement of substantial benefits. Any integration process may require significant time and resources, and we may not be able to manage the process successfully. If we are not able to successfully integrate Keap's business with ours or pursue our customer and product strategy successfully, the anticipated benefits of the Keap Acquisition may not be realized fully or may take longer than expected to be realized. The integration of the Keap business involves a number of factors that may affect our operations. These factors include:

- difficulties in converting Keap's clients onto our Thryv Platform;
- diversion of management's attention;
- increased expenses, including, but not limited to, legal, administrative and compensation expenses;

- difficulties in the integration of acquired operations, including the integration of data and information solutions or other technologies and administrative infrastructure;
- adverse effects to our existing business relationships with business partners and clients as a result of the Keap Acquisition;
- difficulties retaining key employees and maintaining the key business and client relationships of the Keap business;
- cultural challenges associated with integrating employees from Keap into our organization;
- unanticipated problems or legal liabilities;
- tax and accounting issues (including tax liabilities of Keap);
- combining the companies' corporate functions;
- developing products and technology that allow value to be unlocked in the future; and
- effecting potential actions that may be required in connection with obtaining regulatory approval or necessary patents to protect future technology.

A failure to integrate the Keap Acquisition efficiently may be disruptive to our operations and adversely impact our revenues or increase our expenses. Further, it is possible that there could be a loss of our or Keap's key employees and customers and an overall post-completion process that takes longer than originally anticipated.

In addition, a significant portion of the purchase price of Keap may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the event that the book value of goodwill or other intangible assets is impaired, any such impairment would be charged to earnings in the period of impairment. If the Keap Acquisition does not yield expected returns, we may be required to record charges based on this impairment assessment process, which could have a material adverse effect on our financial condition and results of operations.

The obligations and liabilities of the Keap business, some of which may be unanticipated or unknown, may be greater than we have anticipated, which could have a material adverse effect on our business.

The contractual or other obligations and liabilities of the Keap business, some of which may not have been disclosed to us or may not be reflected or reserved for in the historical financial statements of the Keap business, may be greater than we have anticipated. Although we have conducted due diligence on Keap, there can be no assurances that we are aware of all such obligations and liabilities. We have only limited insurance for breaches of representations and warranties under the Keap merger agreement with respect to unknown liabilities of the Keap business. The obligations and liabilities of Keap could have a material adverse effect on our business, financial condition or results of operations.

We are subject to business uncertainties as a result of the Keap Acquisition.

As with any acquisition, there are substantial risks associated with acquisitions of existing businesses. These risks include, but are not limited to, the risk that we may not be able to fully integrate the operations, personnel, services or technologies of the Keap Acquisition; the potential disruption of our ongoing businesses; the diversion of management attention because of the substantial management time and resources required; and the difficulty in developing or maintaining controls and procedures.

Uncertainty about the effect of the Keap Acquisition on partners, suppliers and employees may have an adverse effect on us after completion of the Keap Acquisition. These uncertainties may impair our ability to attract, retain and motivate key personnel, and could cause partners, suppliers and employees that deal with us to seek to change existing business relationships with us. If key employees depart or current partners or suppliers terminate or modify their business relationships with us because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with us, our business could be harmed.

We may be required to take write-downs or write-offs and impairment or other charges related to the Keap Acquisition that could have a significant negative effect on our financial condition, results of operations and stock price, which could materially and adversely affect our business.

Although we have conducted due diligence on the Keap business, we cannot assure you that this diligence revealed all material issues that may be present in the Keap business, that it would be possible to uncover all material issues through a customary amount of due diligence, or that factors outside of our control will not later arise. We have also purchased representations and warranties insurance in connection with the Keap Acquisition, but there is no assurance that those policies will cover any losses we might experience from breaches of the sellers' representations and warranties or otherwise

arising from the Keap Acquisition. As a result, we may be forced to later write down or write off assets or incur impairment or other charges that could negatively affect business, assets, liabilities, prospects, outlook, financial condition and results of operations after closing of the Keap Acquisition and result in losses. Even if our due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analysis. Even though these charges may be non-cash items and may not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our common stock. In addition, charges of this nature may cause us to be unable to obtain future financing on favorable terms or at all.

We have and will continue to incur significant transaction costs in connection with the Keap Acquisition.

We have incurred and expect to continue to incur a number of non-recurring costs associated with the Keap Acquisition, combining the operations of Keap with ours and achieving desired synergies. These costs have been, and will continue to be, substantial. A substantial majority of non-recurring expenses consist of transaction costs and include, among others, fees paid to financial, legal, accounting and other advisors and employee retention, severance, and benefit costs. We also incurred costs related to formulating and implementing integration plans. Although we expect that the elimination of duplicative costs, as well as the realization of synergies and efficiencies related to the integration of Keap's business, should allow us to offset these transaction costs over time, this net benefit may not be achieved in the near term or at all.

The Keap Acquisition may not be accretive and may cause dilution to our earnings per share, which may negatively affect the market price of our common stock.

Although we currently anticipate that the Keap Acquisition will be accretive to our earnings per share (on an adjusted earnings basis that is not pursuant to GAAP and excluding transaction and integration costs), this expectation is based on a number of assumptions, including about our and Keap's business, estimated costs and revenue synergies and the effects of preliminary estimates, each of which may change materially. As a result, the Keap Acquisition may cause dilution to our earnings per share or the expected accretive effect of the Keap Acquisition may be less than anticipated, delayed or not occur at all, each of which may cause a decrease in the market price of our common stock. In addition, we could encounter additional transaction-related costs or other factors, such as the failure to realize all of the strategic and financial benefits currently anticipated in the Keap Acquisition, including anticipated cost and revenue synergies. All of these factors could cause dilution to our earnings per share or decrease, delay or cause not to occur the expected accretive effect of the Keap Acquisition and cause a decrease in the market price of our common stock.

Historical performance of Keap may not be indicative of future performance.

Past results of Keap are not necessarily indicative of the future performance of Keap or the combined businesses. Investors should therefore not rely on the historical results of Keap to predict the future performance of Keap or the combined businesses.

Risks Related to Our Indebtedness

Thryv Holdings, Inc. is a holding company and relies on transfers of funds and other payments from its subsidiaries to meet its obligations.

Thryv Holdings, Inc. is a holding company that does not conduct any business operations of its own. As a result, we are largely dependent upon cash transfers in the form of intercompany loans and receivables from our subsidiaries to meet our obligations. The deterioration of the earnings from, or other available assets of, our subsidiaries for any reason also could limit or impair their ability to pay dividends or other distributions to us.

Our outstanding indebtedness could have a material adverse effect on our financial condition and our ability to operate our business, and we may not be able to generate sufficient cash flows to meet our debt service obligations.

Our outstanding indebtedness and any additional indebtedness we incur may have important consequences for us, including, without limitation, that:

- increase our vulnerability to adverse changes in general economic and industry conditions and competitive pressures;
- require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;

- restrict us from pursuing business opportunities as they arise or from successfully carrying out plans to expand our business;
- make it more difficult to satisfy our financial obligations, including payments on our indebtedness;
- place us at a disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business strategy or other general corporate purposes.

Despite our substantial indebtedness, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage.

We may incur substantial additional indebtedness in the future. Although the agreements governing our Senior Credit Facilities contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the indebtedness we can incur in compliance with these restrictions could be substantial. This could further exacerbate the risks associated with our substantial leverage.

Restrictive covenants in the agreements governing our Senior Credit Facilities may restrict our future operations, including our ability to pursue our business strategies or respond to changes.

The agreements governing our Senior Credit Facilities contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interests. These include covenants restricting, among other things, our (and our subsidiaries') ability to:

- incur additional indebtedness;
- create, incur, assume or permit liens;
- consolidate, merge, liquidate, wind up or dissolve;
- make, purchase, hold or acquire investments, including acquisitions, loans and advances;
- pay dividends or make other distributions in respect of equity;
- make payments in respect of junior lien or subordinated debt;
- sell, transfer, lease, license or sublease or otherwise dispose of assets;
- enter into any sale and leaseback transactions;
- engage in transactions with affiliates;
- enter into any restrictive agreement;
- materially alter the business that we conduct;
- change our fiscal year for accounting and financial reporting purposes; and
- amend or otherwise change the terms of the documentation governing certain restricted debt.

In addition, our covenants require us to maintain specified financial ratios and satisfy other financial condition tests. The terms of any future indebtedness we may incur could include more restrictive covenants. We may not be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from our creditors and/or amend the covenants.

Our failure to comply with the covenants or to maintain the required financial ratios contained in the agreements governing our indebtedness could result in an event of default under such indebtedness, which could have an adverse effect on our business, financial condition, results of operations and prospects. Additionally, our default under one agreement covering our indebtedness may trigger cross-defaults under other agreements covering our indebtedness. Upon the occurrence of an event of default or cross-default under any of the agreements governing our indebtedness, the lenders could elect to declare all amounts outstanding to be due and payable and exercise other remedies. In the event our lenders accelerate the maturity of our indebtedness, we would not have sufficient cash to repay that indebtedness, which would materially and adversely affect our business, financial condition, results of operations and prospects and could have a material adverse effect on our ability to continue to operate as a going concern. Furthermore, if we were unable to repay the amounts due and payable under the agreements governing our indebtedness, those lenders could proceed against the collateral granted to them to secure that indebtedness.

We may be unable to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness that may not be successful.

Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could have a material adverse effect on our business, financial condition, results of operations and prospects. Our ability to make payments on and to refinance our indebtedness and to fund working capital needs and planned capital expenditures will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, business, legislative, regulatory and other factors that are beyond our control.

If our business does not generate cash flow from operations in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs, we may need to refinance all or a portion of our indebtedness on or before the maturity thereof, sell assets, reduce or delay capital investments or seek to raise additional capital, any of which could have a material adverse effect on our operations. In addition, we may not be able to affect any of these actions, if necessary, on commercially reasonable terms or at all. Our ability to restructure or refinance our indebtedness will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments may limit or prevent us from taking any of these actions. In addition, any failure to make scheduled payments of interest and principal on our outstanding indebtedness would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness on commercially reasonable terms or at all. Our inability to generate sufficient cash flow to satisfy our debt service obligations, or to refinance or restructure our obligations on commercially reasonable terms or at all, could have a material adverse effect on our business, financial condition, results of operations and prospects and could have a material adverse effect on our ability to continue to operate as a going concern.

In the future, we may be dependent upon our lenders for financing to execute our business strategy and to meet our liquidity needs. If our lenders are unable to fund borrowings under their credit commitments or we are unable to borrow, it could have a material adverse effect on our business, financial condition and results of operations.

During periods of volatile credit markets, there is risk that lenders, even those with strong balance sheets and sound lending practices, could fail or refuse to honor their legal commitments and obligations under existing credit commitments, including but not limited to, extending credit up to the maximum amount permitted by the New ABL Facility. If our lenders are unable to fund borrowings under their revolving credit commitments or we are unable to borrow, it could be difficult to obtain sufficient funding to execute our business strategy or to meet our liquidity needs, which could have a material adverse effect on our business, financial condition and results of operations.

Our debt may be downgraded, which could have a material adverse effect on our business, financial condition and results of operations.

A reduction in the ratings that rating agencies assign to our debt may negatively impact our access to the debt capital markets and increase our cost of borrowing, which could have a material adverse effect on our business, financial condition and results of operations.

Volatility and weakness in bank and capital markets may adversely affect credit availability and related financing costs for us.

Banking and capital markets can experience periods of volatility and disruption. If the disruption in these markets is prolonged, our ability to refinance, and the related cost of refinancing, some or all of our debt could be adversely affected. Although we currently can access the bank and capital markets, such markets may not continue to be a reliable source of financing for us. These factors, including the tightening of credit markets, could adversely affect our ability to obtain cost-effective financing. Increased volatility and disruptions in the financial markets also could make it more difficult and more expensive for us to refinance outstanding indebtedness and to obtain financing. In addition, the adoption of new statutes and regulations, the implementation of recently enacted laws, or new interpretations or the enforcement of older laws and regulations applicable to the financial markets or the financial services industry could result in a reduction in the amount of available credit or an increase in the cost of credit. Disruptions in the financial markets can also adversely affect our lenders, insurers, clients and other counterparties. Any of these results could have a material adverse effect on our business, financial condition and results of operations.

Changes in key assumptions could result in additional underfunded pension obligations, resulting in the need for additional plan funding by us and increased pension expenses.

We have material pension liabilities, some of which represent underfunded liabilities under our frozen pension plans. Changes in the interest rate environment, inflation, mortality rate assumptions or unfavorable changes in applicable laws or regulations could materially change the timing and amount of required plan funding. Additionally, a material deterioration in the funded status of the plans could significantly increase our pension expenses, potentially impacting our cash flow and profitability in the future.

Risks Related to Ownership of Our Common Stock

The market price of our shares of common stock may be volatile.

The public price of our common stock could be subject to wide fluctuations in response to the risk factors described herein and others beyond our control, including:

- the number of shares of our common stock publicly owned and available for trading;
- overall performance of the equity markets and/or publicly-listed companies that offer marketing services and SaaS solutions;
- actual or anticipated fluctuations in our revenue or other operating metrics;
- our actual or anticipated operating performance and the operating performance of our competitors;
- changes in the financial projections we provide to the public or our failure to meet these projections;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by any securities analysts who follow our company, or our failure to meet the estimates or the expectations of investors;
- any major change in our Board, management, or key personnel;
- the economy as a whole and market conditions in our industry;
- rumors and market speculation involving us or other companies in our industry;
- announcements by us or our competitors of significant innovations, new products, services, features, integrations or capabilities, acquisitions, strategic investments, partnerships, joint ventures, or capital commitments;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business, including those related to data privacy and cybersecurity in the U.S. or globally;
- lawsuits threatened or filed against us;
- other events or factors, including those resulting from war, incidents of terrorism, civil unrest, or responses to these events; and
- sales or expected sales of our common stock by us and our officers, directors and principal stockholders.

In addition, stock markets have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. Stock prices of many companies have fluctuated in a manner often unrelated to the operating performance of those companies. These fluctuations may be even more pronounced in the trading market for our common stock as a result of the supply and demand forces described above. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and harm our business, results of operations and financial condition.

Because we do not intend to pay cash dividends in the foreseeable future, you may not receive any return on investment unless you are able to sell your common stock for a price greater than your purchase price.

We have never declared nor paid cash dividends on our common stock. We do not intend in the foreseeable future to pay any dividends to holders of our common stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or to pay any dividends in the foreseeable future. Additionally, our ability to generate income and pay dividends is dependent on the ability of our subsidiaries to declare and pay dividends or lend funds to us. Future indebtedness of or jurisdictional requirements on our subsidiaries may prohibit the payment of dividends or the making or repayment of loans or advances to us. Consequently, the success of an investment in shares of our common stock will depend upon any future appreciation in their value. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which investors have purchased their shares. However, the payment of future dividends will be at the discretion of our Board, subject to applicable law and will depend on, among other things, our earnings, financial condition, capital requirements, level of indebtedness, statutory and contractual restrictions that apply to the payment of dividends and other considerations that our Board deems relevant. As a consequence of these limitations and restrictions, we may not be able to make the payment of dividends on our common stock.

Risks Related to Governance and Ownership Structure

Anti-takeover provisions in our fourth amended and restated certificate of incorporation and second amended and restated bylaws and certain provisions of Delaware law could delay or prevent a change of control that may be favored by some stockholders.

We are a Delaware corporation, and the anti-takeover provisions of Delaware law impose various impediments to the ability of a third party to acquire control of us, even if a change of control would be beneficial to our existing stockholders. In addition, provisions in our certificate of incorporation and bylaws may discourage, delay or prevent a merger or other change of control transaction that stockholders may consider favorable. These provisions may also make it more difficult for our stockholders to change our Board and senior management.

Among other things, these provisions:

- provide for a classified Board with staggered three-year terms;
- do not permit cumulative voting in the election of directors, which would otherwise allow less than a majority of stockholders to elect director candidates;
- delegate the sole power to fix the number of directors to a majority of the Board;
- provide the power of our Board to fill any vacancy on our Board, whether such vacancy occurs as a result of an increase in the number of directors or otherwise;
- generally eliminate the ability of stockholders to call special meetings of stockholders and generally prohibit stockholder action to be taken by written consent; and
- establish advance notice requirements for nominations for election to our Board or for proposing matters that can be acted on by stockholders at stockholder meetings.

In addition, our Board has the authority to cause us to issue, without any further vote or action by the stockholders, up to 50,000,000 shares of preferred stock, par value $0.01 per share, in one or more series, to designate the number of shares constituting any series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, voting rights, rights and terms of redemption, redemption price, or prices and liquidation preferences of such series. The issuance of shares of preferred stock or the adoption of a stockholder rights plan may have the effect of delaying, deferring or preventing a change in control of our company without further action by the stockholders, even where stockholders are offered a premium for their shares.

Further, under the agreements governing our Senior Credit Facilities, a change of control would cause us to be in default. In the event of a default, the administrative agent under our Senior Credit Facilities would have the right (or, at the direction of lenders holding a majority of the loans and commitments under our Senior Credit Facilities, the obligation) to accelerate the outstanding loans and to terminate the commitments under our Senior Credit Facilities, and if so accelerated, we would be required to repay all of our outstanding obligations under our Senior Credit Facilities.

In addition, several of our agreements with local telephone service providers require their consent to any assignment by us of our rights and obligations under the agreements. We may from time to time enter into new contracts that contain change

of control provisions that limit the value of, or even terminate, the contract upon a change of control. The consent rights in these agreements might discourage, delay or prevent a transaction that a stockholder may consider favorable.

Our second amended and restated bylaws provide, subject to certain exceptions, that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees, or stockholders.

Our second amended and restated bylaws provide, subject to limited exceptions, that the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders; (iii) any action asserting a claim against us, any director or our officers or employees arising pursuant to any provision of the DGCL, our fourth amended and restated certificate of incorporation or our second amended and restated bylaws; or (iv) any action asserting a claim against us, any director or our officers or employees that are governed by the internal affairs doctrine. This exclusive forum provision does not apply to claims arising under the Securities Act, the Exchange Act or other federal securities laws and rules and regulations promulgated thereunder for which there is exclusive federal or concurrent federal and state jurisdiction. The federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any action asserting a claim arising under the Securities Act, the Exchange Act or the rules and regulations promulgated thereunder, and investors cannot waive Thryv's compliance with these laws, rules and regulations. Any person or entity purchasing or otherwise acquiring any interest in shares of our common stock shall be deemed to have notice of and to have consented to the provisions of our fourth amended and restated certificate of incorporation described above. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, other employees, or stockholders, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision that is contained in our second amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could have a material adverse effect on our business, financial condition and results of operations.

General Risk Factors

Forecasts of market growth may prove to be inaccurate and even if the markets in which we compete achieve the forecasted growth, our business may not grow at similar rates, if at all.

Growth forecasts are subject to significant uncertainty and are based on assumptions and estimates which may not prove to be accurate. Our forecasts, if any, relating to the expected growth in marketing and management software markets may prove to be inaccurate. Even if these markets experience such forecasted growth, we may not grow our business at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, our forecasts of market growth should not be taken as necessarily indicative of our future growth.

If securities or industry analysts do not publish research, or publish inaccurate or unfavorable research, about our business, the price of our common stock and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us and/or our business. If few securities analysts commence coverage of us, or if industry analysts cease coverage of us, the trading price for our common stock would be adversely affected. If one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us on a regular basis, demand for our common stock could decrease, which might cause our common stock price and trading volume to decline.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Corporate Governance

Our information security program is managed by a dedicated Vice President of Information Technology ("*VP of IT*"), whose team is responsible for leading enterprise-wide cybersecurity strategy, policy, standards, architecture, and processes. The VP of IT has the relevant expertise in understanding risks from cybersecurity threats and has extensive experience managing cybersecurity risk management programs. Additionally, the VP of IT has served in various leadership roles in information technology and information security for over 20 years. The VP of IT provides quarterly reports to the Audit Committee as well as our Chief Executive Officer and other members of our senior management, as appropriate. These reports include updates on the Company's cyber risks and threats, the status of projects to strengthen our information security systems, assessments of the information security program, and the current threat landscape. Our program is regularly evaluated by internal and external experts, with the results of those reviews reported quarterly to the Audit Committee and senior management. We also actively engage with key vendors and industry participants as part of our continuing efforts to evaluate and enhance the effectiveness of our information security policies and procedures.

Risk Management and Strategy

We have established processes and policies for assessing, identifying and remediating material risks posed by cybersecurity threats. Our processes and policies are based upon the National Institute of Standards and Technology Cybersecurity Framework. Our processes are focused on: (i) effecting organizational education on how to manage cybersecurity risks, (ii) implementing safeguards to protect our systems, (iii) detecting the occurrence of a cybersecurity incident, (iv) responding to a cybersecurity incident and (v) recovering from a cybersecurity incident. Additionally, we have a cybersecurity incident response plan including specific responsive protocols administered by an incident response team, led by our Vice President of Information Technology and comprised of other members of management.

As a part of our organizational education on risk management, we require that employees annually complete information and privacy training. We also administer employee awareness training around phishing, malware, and other cyber risks on an ad hoc basis as necessary to enhance our protection efforts. We actively engage with key vendors and industry participants as part of our continuing efforts to evaluate and enhance the effectiveness of our information security policies and procedures. For example, our incident response team conducts periodic tabletop exercises with outside consultants to ensure adherence to our cybersecurity incident response plan. Additionally, we maintain insurance coverage for cybersecurity insurance as part of our overall insurance portfolio.

As of December 31, 2024, we have not identified any risks from cybersecurity threats (including any previous cybersecurity incidents) that have materially affected the Company, our business strategy, our results of operations or our financial condition. For a discussion of risks from cybersecurity threats that could be reasonably likely to materially affect us, please see "Risk Factors - An information security breach of our systems or our data centers operated by third-party providers, the loss of, or unauthorized access to, client information, or a system disruption could have a material adverse effect on our business, market brand, financial condition and results of operations."

Item 2. Properties

As of December 31, 2024, we have seven properties, all of which are leased. Since June 2020, we have operated as a "*Remote First*" company, meaning that the majority of our workforce operates in a remote working environment. As a result, we have closed certain office buildings, including most of the space at our corporate headquarters in Dallas, Texas. We will keep certain other office buildings open to house essential employees who cannot perform their duties remotely, such as employees who work in our data centers that are leased in Texas and Virginia.

We believe that our facilities are adequate to meet our needs for the immediate future.

Item 3. Legal Proceedings

Information in response to this item is provided in "Part II - Item 8. Note 15, *Contingent Liabilities*" and is incorporated by reference into Part I of this Annual Report.

Item 4. Mine Safety Disclosures

None.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Common Stock

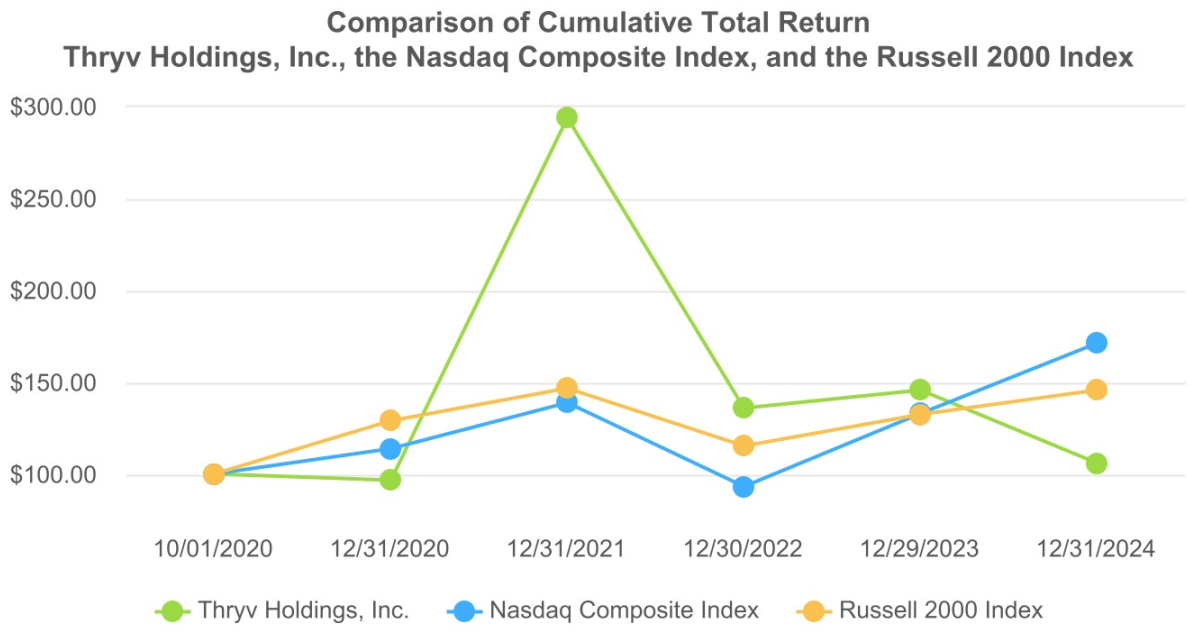
The Company completed a direct listing on October 1, 2020. The Company's common stock, par value $0.01 (the *"common stock"*), trades on the Nasdaq Capital Market ("*Nasdaq*") under the symbol "THRY". As of February 25, 2025, there were 35 stockholders of record of our common stock (including nominee holders such as banks and brokerage firms who hold shares for beneficial owners), although we believe that the number of beneficial owners is much higher. Prior to the direct listing, there was no public trading market for our common stock.

Dividends

We have never declared nor paid cash dividends on our common stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or to pay any dividends on our common stock in the foreseeable future. The payment of any future dividends will be at the discretion of our Board, subject to applicable law, and will depend on, among other things, our earnings, financial condition, capital requirements, level of indebtedness, statutory and contractual restrictions that apply to the payment of dividends and other considerations that our Board deems relevant.

Performance Graph

The following graph shows a comparison from October 1, 2020 (the date our common stock commenced trading on Nasdaq) through December 31, 2024, of the cumulative total return for our common stock, the Nasdaq Composite Index and the Russell 2000 Index, calculated on a dividend-reinvested basis. The graph assumes $100 was invested in each of the Company's common stock, the Nasdaq Composite Index and the Russell 2000 Index as of the market close on October 1, 2020. Note that past stock price performance is not necessarily indicative of future stock price performance.



	10/01/2020	12/31/2020	12/31/2021	12/30/2022	12/29/2023	12/31/2024
Thryv Holdings, Inc.	$ 100.00	$ 96.43	$ 293.79	$ 135.71	$ 145.36	$ 105.71
Nasdaq Composite Index	$ 100.00	$ 114.14	$ 138.55	$ 92.69	$ 132.94	$ 171.01
Russell 2000 Index	$ 100.00	$ 128.97	$ 146.64	$ 115.02	$ 132.38	$ 145.65

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion and analysis of our financial condition and results of operations as of, and for, the periods presented and should be read in conjunction with our audited consolidated financial statements and the related notes thereto included elsewhere in this Annual Report. This discussion and analysis contains forward-looking statements, including statements regarding industry outlook, our expectations for the future of our business, and our liquidity and capital resources as well as other non-historical statements. These statements are based on current expectations and are subject to numerous risks and uncertainties, including but not limited to the risks and uncertainties described in "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements." Our actual results may differ materially from those contained in or implied by these forward-looking statements.

Overview

We are dedicated to supporting local, independent businesses and franchises by providing innovative marketing solutions and cloud-based tools to the entrepreneurs who run them. We are one of the largest providers of SaaS end-to-end customer experience tools and digital marketing solutions to small-to-medium sized businesses. Our solutions enable our SMB clients to generate new business leads, manage their customer relationships and run their day-to-day business operations.

Our expertise in delivering solutions for our client base is rooted in our deep history of serving SMBs. In 2024, SMB demand for integrated technology solutions continues to grow as SMBs adapt their business and service model to facilitate remote working and virtual interactions.

We serve approximately 300,000 SMB clients globally through two business segments: Thryv SaaS and Thryv Marketing Services.

Thryv Marketing Services. Our Thryv Marketing Services segment provides both print and digital solutions and generated $480.7 million, $653.2 million, and $986.0 million of consolidated revenues for the years ended December 31, 2024, 2023, and 2022, respectively. Our Marketing Services offerings include our owned and operated Print Yellow Pages, which carry the "*The Real Yellow Pages*" tagline, our proprietary Internet Yellow Pages, known by the Yellowpages.com, Superpages.com, and Dexknows.com URLs, search engine marketing solutions and other digital media solutions, which include online display and social advertising, online presence, and video and search engine optimization tools. Our Thryv Marketing Services segment includes Thryv Australia Pty Ltd (*"Thryv Australia"*), and Yellow Holdings Limited (*"Yellow"*), a New Zealand marketing services company, which we acquired on April 3, 2023 for $8.9 million in cash (the "*Yellow Acquisition*"). Thryv Australia and Yellow serve approximately 80,000 and 15,000 SMBs, respectively, many of which we believe are ideal candidates for the Thryv Platform. On January 21, 2022, we acquired Vivial Media Holdings, Inc. ("*Vivial*"), a marketing and advertising company, for $22.8 million in cash, subject to certain adjustments. Vivial results are included in the Thryv Marketing Services segment. During the third quarter of 2024, we made a strategic decision to terminate our Marketing Services solutions by the end of 2028.

Thryv SaaS. Our Thryv SaaS segment generated $343.5 million, $263.7 million, and $216.3 million of consolidated revenues for the years ended December 31, 2024, 2023, and 2022, respectively. Our primary SaaS offerings are comprised of Thryv®, our flagship all-in-one small business management platform, which includes Command Center, Business Center, Marketing Center, ThryvPay℠, Thryv Add-Ons, and Keap Automations. Thryv Command Center enables SMBs to centralize all their internal and external communications through a modular, easily expandable, and customizable platform. Command Center allows an SMB to perform the following tasks to provide a centralized inbox for all customer communication:

- connect their pre-existing email, Facebook and Instagram accounts;
- install Command Center's WebChat client on their website; and
- use Voice over Internet Protocol in-platform telephony services, Short Message Service and video calls.

Thryv Business Center is designed to allow an SMB everything necessary to streamline day-to-day business operations, including customer relationship management, appointment scheduling, estimate and invoice creation, and online review management. Thryv Marketing Center is a fully integrated next generation marketing and advertising platform operated by the end user. Marketing Center contains everything a small business owner needs to market and grow their business effectively, including easy to understand, AI driven analytics and lead attribution, helping them understand what marketing is working for them. ThryvPay℠, is our own branded payment solution that allows users to get paid via credit card and ACH and is tailored to service focused businesses that want to provide consumers safe, contactless, and fast-online payment options. Thryv Add-Ons include AI-assisted website development, SEO tools, Google Business Profile optimization, Hub by

Thryv℠, and Thryv Leads. These optional platform subscription-based add-ons provide a seamless user experience for our end-users and drive higher engagement within the Thryv Platform while also producing incremental revenue growth. Keap Automations is Thryv's sales and marketing automation engine that helps SMBs efficiently grow, allowing automation of repetitive tasks, campaigns, processes, and tools.

Keap Acquisition. On October 31, 2024, we acquired all of the outstanding capital stock of Keap for $76.9 million in cash (net of $7.6 million of cash acquired), subject to adjustment. Keap was founded in 2001 and operates a SaaS e-mail marketing and sales platform for small businesses, including products to manage customers, customer relationship management, marketing and e-commerce. As of December 31, 2024, Keap's customer base consisted of approximately 15,000 subscribers. Keap results are included in the Thryv SaaS segment.

To finance the purchase price, we closed an underwritten public offering of 5,715,000 shares of common stock, generating proceeds of $76.8 million (after deducting underwriting discounts and commissions) and borrowed $5.5 million under our New ABL Facility. Additionally, on November 12, 2024, the underwriter of the offering exercised its option to purchase an additional 857,250 shares of common stock, generating additional proceeds of $11.5 million (after deducting underwriting discounts and commissions).

Transition of Digital Marketing Services Clients to the Thryv Platform. During the fourth quarter of 2023, we made a strategic decision to accelerate the transition of clients with digital Marketing Services solutions to our Thryv Platform by converting clients with certain Marketing Services products to the Thryv Platform outside of the sales process at no additional base cost to these clients at the time of upgrade. During 2024, we converted approximately 46,000 clients from our digital Marketing Services to our Thryv Platform, generating a $37.1 million increase in SaaS revenue during 2024. As of December 31, 2024, approximately 38,000 of these clients remained as active SaaS clients.

The conversion of these clients decreases the number of clients in and the revenue of the Thryv Marketing Services segment and increases the number of clients in and the revenue of the Thryv SaaS segment. While we believe these clients are receiving a valuable upgrade to our Thryv Platform and will be more likely to subscribe for additional features of the Thryv Platform in the future, the conversion of these clients outside of the sales process could result in these clients cancelling their services with us (known as "*churn*") at a materially higher rate than the other clients in our SaaS segment. During 2024, the churn of clients converted from our digital Marketing Services solutions was in line with the churn from the other clients in our SaaS segment. The conversion of clients to our Thryv Platform at no additional base cost resulted in a decrease to our SaaS monthly ARPU.

Impairment Charges

Our impairment tests resulted in non-cash impairments of our goodwill of $83.1 million, $268.8 million and $102.2 million during the years ended December 31, 2024, 2023 and 2022, respectively, to reduce goodwill in our Thryv Marketing Services reporting unit. The impairment charge during the year ended December 31, 2024 was primarily driven by the Company's strategic decision during the third quarter of 2024 to terminate its Marketing Services solutions by the end of 2028. This strategic decision resulted in an additional accelerated decline in estimated future cash flows, partially offset by operating cost savings from terminating our Marketing Services solutions.

While we believe we have made reasonable estimates and utilized reasonable assumptions to calculate the fair values of our reporting units, it is possible a material change could occur to the estimated fair value of these assets. If our actual results are not consistent with our estimates, we could be exposed to future impairment losses that could be material to our results of operations.

Factors Affecting Our Performance

Our operations can be impacted by, among other factors, general economic conditions and increased competition with the introduction of new technologies and market entrants. We believe that our performance and future success depend on several factors that present significant opportunities for us, but also pose risks and challenges, including those listed below and those discussed in the section titled *"Risk Factors."*

Ability to Attract and Retain Clients

Our revenue growth is driven by our ability to attract, retain and expand the spend of SMB clients. To do so, we must deliver solutions that address the challenges currently faced by SMBs at a value-based price point that SMBs can afford.

Our strategy is to expand the use of our SaaS solutions by introducing our SaaS solutions to new SMB clients, as well as our current Thryv Marketing Services clients and our existing SaaS client base, offering them additional SaaS solutions. This strategy includes capitalizing on the increased needs of SMBs for solutions that facilitate a remote working environment and virtual interactions. This strategy will require substantial sales and marketing capital. This strategy poses a risk if our Marketing Services clients do not fully embrace the transition to SaaS offerings by purchasing additional SaaS offerings or if they have higher churn rates.

Investment in Growth

We intend to continue to develop and grow a profitable SaaS segment to better help SMBs manage their businesses, while maintaining strong profitability within our Marketing Services segment, which we expect to continue to serve as an efficient customer acquisition channel for our SaaS platform until its termination in 2028. As a result, SaaS has been able to achieve profitable growth. We will continue to improve our SaaS solutions by analyzing user behavior, expanding features, improving usability, enhancing our onboarding services and customer support and making version updates available to SMBs. We believe these initiatives will ultimately drive revenue growth; however, such improvements will also increase our operating expenses.

Ability to Grow Through Expansion and Acquisition

Our growth prospects depend upon our ability to successfully develop new markets. We currently primarily serve the United States, Australia, New Zealand, Canada, and Europe SMB markets and plan to leverage strategic acquisitions or initiatives to expand our client base domestically and enter new markets internationally. Identifying proper targets and executing strategic acquisitions may take substantial time and capital. In July 2022, we began operations in Canada through our own sales force and a re-seller agreement. On April 3, 2023, we completed the acquisition of Yellow, a New Zealand marketing services company. Additionally, on October 31, 2024, we completed the acquisition of Keap, a prominent player in customer relationship management and marketing automation for SMBs. Keap primarily serves SMBs in North America, Australia, New Zealand and Europe. We believe that strategic acquisitions of SaaS and marketing services companies globally will expand our client base and provide additional opportunities to offer our SaaS solutions.

Print Publication Cycle

We recognize revenue for print services at a point in time upon delivery of the published PYP directories containing customer advertisements to the intended market. Our PYP directories typically have 12-month publication cycles in Australia, 18-month publication cycles in New Zealand, and 18 to 24-month publication cycles in the U.S. As a result, we typically record revenue for each publication only once every 12 to 24 months, depending on the publication cycle of the directory. The amount of revenue we recognize each quarter from our PYP directories is therefore directly related to the number of PYP directories we deliver to the intended market each quarter, which can vary based on the timing of the publication cycles.

Key Business Metrics

We review several operating metrics, including the following key business metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. We believe these key metrics are useful to investors both because they allow for greater transparency with respect to key metrics used by management in its financial and operational decision-making, and they may be used by investors to help analyze the health of our business.

Total Clients

We define total clients as the number of SMB accounts with one or more revenue-generating solutions in a particular period. For quarter- and year-ending periods, total clients from the last month in the period are reported. A single client may have separate revenue-generating accounts for multiple Marketing Services solutions or SaaS offerings, but we count these as one client when the accounts are managed by the same business entity or individual. Although infrequent, where a single organization has multiple subsidiaries, divisions, or segments, each business entity that is invoiced by us is treated as a separate client. We believe that the number of total clients is an indicator of our market penetration and potential future business opportunities. We view the mix between Marketing Services clients and SaaS clients as an indicator of potential future opportunities to offer our SaaS solutions to our Marketing Services clients.

	As of December 31,		
(in thousands)	**2024**	**2023**	**2022**
Clients			
Marketing Services [(1)]	233	314	362
SaaS [(2)]	114	66	52
Total [(3)]	296	346	387

(1) Clients that purchase one or more of our Marketing Services solutions are included in this metric. These clients may or may not also purchase subscriptions to our SaaS offerings.

(2) Clients that purchase subscriptions to our SaaS offerings are included in this metric, as well as clients who are converted from our digital Marketing Services solutions to our SaaS offerings. These clients may or may not also purchase one or more of our Marketing Services solutions.

(3) Total clients is less than the sum of the Marketing Services and SaaS, since clients that purchase both Marketing Services and SaaS products are counted in each category, but only counted once in the Total.

Marketing Services clients decreased by 81 thousand, or 26%, as of December 31, 2024 as compared to December 31, 2023. Marketing Services clients decreased by 48 thousand, or 13%, as of December 31, 2023 as compared to December 31, 2022. These decreases were related to the secular decline in the print media industry and significant competition in the digital media space, from focusing on offering our SaaS solutions to our current Marketing Services clients, and from our strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to SaaS offerings.

SaaS clients increased by 48 thousand, or 73%, as of December 31, 2024 as compared to December 31, 2023, primarily due to the conversion of clients from digital Marketing Services solutions to the Thryv Platform during 2024. In addition, during the fourth quarter of 2024, we added 15 thousand clients from the Keap Acquisition. SaaS clients increased by 14 thousand, or 27%, as of December 31, 2023 as compared to December 31, 2022 due to our continuing focus on new SaaS client acquisition through improved identification of prospects, improved selling methods, introduction of new product features, a growing international footprint, and the transition of clients from digital Marketing Services solutions to SaaS offerings.

Total clients decreased by 50 thousand, or 14%, as of December 31, 2024 as compared to December 31, 2023. Total clients decreased by 41 thousand, or 11%, as of December 31, 2023 as compared to December 31, 2022. The primary driver of these decreases was the secular decline in the print media business combined with increasing competition in the digital media and SaaS space, partially offset by an increase in SaaS clients.

Monthly ARPU

We define monthly average revenue per unit ("*ARPU*") as our total client billings for a particular month divided by the number of clients that have one or more revenue-generating solutions in that same month. For each reporting period, the weighted-average monthly ARPU from all the months in the period are reported. ARPU varies based on product mix, product volumes, and the amounts we charge for our services. We believe that ARPU is an important measure of client spend and that growth in ARPU is an indicator of client satisfaction with our services.

	Years Ended December 31,		
	2024	**2023**	**2022**
ARPU (Monthly)			
Marketing Services	$ 133	$ 158	$ 178
SaaS	330	372	369

Monthly ARPU for Marketing Services decreased by $25, or 16%, for the year ended December 31, 2024 compared to the year ended December 31, 2023, and $20, or 11%, for the year ended December 31, 2023 compared to the year ended December 31, 2022. The decrease in ARPU for these periods was related to reduced spend by clients on our print media offerings due to the secular decline of the industry, caused by the continuing shift of advertising spend to larger digital media audiences, and our strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to SaaS offerings.

Monthly ARPU for SaaS decreased by $42, or 11%, during the year ended December 31, 2024 compared to the year ended December 31, 2023, and increased by $3, or 1%, during the year ended December 31, 2023 compared to the year ended December 31, 2022. The decrease in SaaS ARPU during the year ended December 31, 2024 primarily resulted from our strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to our SaaS offerings at no additional base cost at the time of upgrade. The sale of our newer Marketing Center product to our SaaS clients offset a portion of the SaaS decline. The increase in SaaS ARPU during the year ended December 31, 2023 was attributable to upsell of higher value solutions to existing customers and price increases, partially offset by the strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to SaaS offerings at no additional base cost at the time of upgrade. In addition, the sale of add-on features to our Thryv Platform, such as Thryv Leads and Thryv Pay contributed to Monthly SaaS ARPU growth.

Seasoned Net Revenue Retention for SaaS

We believe that Seasoned Net Revenue Retention ("*Seasoned NRR*") is an indicator of our ability to retain and expand revenue for established clients that have had one or more SaaS offerings for at least a year. Seasoned NRR is calculated by dividing the recurring revenue of all SaaS clients as of the last month of the year or quarter, as applicable, (net of expansions, downsell, and churns) by the same client's recurring revenue one year ago, removing clients acquired over the last 12 months, including clients acquired in the Keap Acquisition.

	Years Ended December 31,		
	2024	**2023**	**2022**
Seasoned NRR	98 %	96 %	91 %

Seasoned NRR increased by 2% for the year ended December 31, 2024 compared to the year ended December 31, 2023, and increased by 5% during the year ended December 31, 2023 compared to the year ended December 31, 2022. The increase in Seasoned NRR during the year ended December 31, 2024 resulted from selling other SaaS products to existing SaaS clients, a price increase for SaaS clients in the third quarter of 2024, and our strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to our SaaS offerings that included instances where Marketing Services clients already had at least one of our SaaS solutions and SaaS revenue increased for those clients. The increase in Seasoned NRR during the year ended December 31, 2023 resulted from selling other SaaS products to existing SaaS clients, a price increase for SaaS clients in the third quarter of 2023, and our strategic decision to accelerate the conversion of clients from digital Marketing Services solutions to our SaaS offerings that included instances where Marketing Services clients already had at least one of our SaaS solutions and SaaS revenue increased for those clients.

Key Components of Our Results of Operations

Revenue

We generate revenue from our two business segments: Thryv Marketing Services and Thryv SaaS. Our primary sources of revenue in our Thryv Marketing Services segment are Print and Digital services. Our primary source of revenue in our Thryv SaaS segment is our SaaS solutions.

Cost of Services

Cost of services consists of expenses related to delivering our solutions, such as publishing, printing, and distribution of our Print directories and fulfillment of our Digital and SaaS offerings, including traffic acquisition, managed hosting, and other third-party service providers. Additionally, Cost of services includes personnel-related expenses such as salaries, benefits, and stock-based compensation for our operations team, information technology expenses, non-capitalizable software and hardware purchases, and allocated overhead costs, which includes depreciation of fixed assets, and amortization associated with capitalized software and intangible assets.

Operating Expenses

Sales and Marketing

Sales and marketing expense consists primarily of base salaries, stock-based compensation, sales commissions paid to our inside and outside sales force and other expenses incurred by personnel within the sales, marketing, sales training, and client care departments. Additionally, Sales and marketing expense includes advertising costs such as media, promotional material, branding, online advertising, information technology expenses and allocated overhead costs which includes depreciation of fixed assets, and amortization associated with capitalized software and intangible assets.

General and Administrative

General and administrative expense primarily consists of salaries, benefits and stock-based compensation incurred by corporate management and administrative functions such as information technology, finance and accounting, legal, internal audit, human resources, billing and receivables, and management personnel. In addition, General and administrative expense includes bad debt expense, non-recurring charges, and other corporate expenses such as professional fees, operating taxes, and insurance. General and administrative expense also includes allocated overhead costs which includes depreciation of fixed assets, and amortization associated with capitalized software and intangible assets.

Other Income (Expense)

Other income (expense) consists of interest expense, other components of net periodic pension (cost) benefit, and other income (expense), which includes a loss on early extinguishment of debt during the year ended December 31, 2024, a bargain purchase gain as a result of the Vivial Acquisition during the year ended December 31, 2022, and foreign currency-related income and expense.

Results of Operations

Consolidated Results of Operations

The following table sets forth certain consolidated financial data for each of the periods indicated:

	Years Ended December 31,			
	2024 [1]		2023 [2]	
(in thousands of $)	Amount	% of Revenue	Amount	% of Revenue
Revenue	$ 824,156	100 %	$ 916,961	100 %
Cost of services	286,919	34.8 %	338,714	36.9 %
Gross profit	537,237	65.2 %	578,247	63.1 %
Operating expenses:				
Sales and marketing	270,146	32.8 %	300,538	32.8 %
General and administrative	217,296	26.4 %	208,880	22.8 %
Impairment charges	83,094	10.1 %	268,846	29.3 %
Total operating expenses	570,536	69.2 %	778,264	84.9 %
Operating (loss)	(33,299)	4.0 %	(200,017)	21.8 %
Other income (expense):				
Interest expense	(46,771)	5.7 %	(61,728)	6.7 %
Other components of net periodic pension benefit	24,806	3.0 %	2,719	0.3 %
Other expense	(10,734)	1.3 %	(1,518)	0.2 %
(Loss) before income tax (expense) benefit	(65,998)	8.0 %	(260,544)	28.4 %
Income tax (expense) benefit	(8,218)	1.0 %	1,249	0.1 %
Net (loss)	$ (74,216)	9.0 %	$ (259,295)	28.3 %
Other financial data:				
Adjusted EBITDA[3]	$ 162,431	19.7 %	$ 187,515	20.4 %
Adjusted Gross Profit[4]	$ 558,906		$ 605,849	
Adjusted Gross Margin[5]	67.8 %		66.1 %	

(1) Consolidated results of operations includes Keap's results of operations subsequent to the October 31, 2024 acquisition date.

(2) Consolidated results of operations includes Yellow's results of operations subsequent to the April 3, 2023 acquisition date.

(3) See "*Non-GAAP Financial Measures*" for a definition of Adjusted EBITDA and a reconciliation to Net (loss) income, the most directly comparable measure presented in accordance with GAAP.

(4) See "*Non-GAAP Financial Measures*" for a definition of Adjusted Gross Profit and a reconciliation to Gross profit, the most directly comparable measure presented in accordance with GAAP.

(5) See "*Non-GAAP Financial Measures*" for a definition of Adjusted Gross Margin.

Comparison of the Year Ended December 31, 2024 to the Year Ended December 31, 2023

Revenue

The following table summarizes revenue by business segment for the periods indicated:

	Years Ended December 31,		Change	
	2024	2023	Amount	%
(in thousands of $)				
Thryv Marketing Services	$ 480,680	$ 653,244	$ (172,564)	(26.4)%
Thryv SaaS	343,476	263,717	79,759	30.2 %
Total Revenue	$ 824,156	$ 916,961	$ (92,805)	(10.1)%

Total Revenue decreased by $92.8 million, or 10.1%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease in total Revenue was driven primarily by a decrease in Thryv Marketing Services Revenue of $172.6 million, partially offset by an increase in Thryv SaaS Revenue of $79.8 million.

Thryv Marketing Services Revenue

Thryv Marketing Services revenue decreased by $172.6 million, or 26.4%, for the year ended December 31, 2024 compared to the year ended December 31, 2023.

Print revenue decreased by $10.8 million, or 4.1%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This decrease in Print revenue was primarily driven by the continued secular decline in industry demand for Print services, which was partially offset by the impact of publication timing differences, as a result of our Print agreements having greater than 12 month terms, and increasing the terms of our new Print publications from 18 months to 24 months in the fourth quarter.

Print revenue is recognized upon delivery of the published directories. Individual published directories have different publication cycles, with a typical lifecycle of 18 months for U.S. directories in 2024. During the fourth quarter of 2024, we began to transition to 24 month publication cycles for U.S. directories. As a result of recognizing revenue upon delivery, we typically record revenue for each published U.S. directory only once every 18 to 24 months, which does not make comparing revenue year-over-year fully representative of actual demand trends due to timing of publication cycles.

During the year ended December 31, 2024 the Company recognized more revenue on certain U.S. publications as a result of the increased publication cycles compared to the year ended December 31, 2023. Additionally, due to publication timing differences, the Company recognized revenue for more published directories during the year ended December 31, 2024 compared to the year ended December 31, 2023. However, as a result of the secular decline in industry demand for Print services, the overall impact on revenue on a publication-by-publication basis was a 32% decline for the year ended December 31, 2024.

Digital revenue decreased by $161.7 million, or 41.6%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease was primarily driven by the Company's strategic decision during the fourth quarter of 2023 to accelerate the conversion of clients from its digital Marketing Services solutions to its SaaS offerings. For the year ended December 31, 2024, clients converted to SaaS offerings reduced Marketing Services revenue by $37.1 million. However, this resulted in the growth of SaaS revenue as highlighted below in the Thryv SaaS Revenue section. Digital revenue has further decreased due to a continued trending decline in the Company's Marketing Services client base and significant competition in the consumer search and display space, particularly from large, well-capitalized businesses such as Google, Yelp and Facebook. For the year ended December 31, 2024, the continued trending decline and significant competition resulted in a $124.6 million decrease in digital revenue.

Thryv SaaS Revenue

Thryv SaaS revenue increased by $79.8 million, or 30.2%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The increase was primarily attributable to the Company's strategic decision during the fourth quarter of 2023 to accelerate the conversion of clients from its digital Marketing Services solutions to its SaaS offerings. Clients converted from digital Marketing Services solutions resulted in a $37.1 million increase in SaaS revenue for the year ended December 31, 2024. SaaS revenue also increased $29.3 million as a result of increased demand for our Thryv SaaS

solutions as SMBs accelerate their move away from manual processes and towards cloud platforms to more efficiently manage and grow their businesses, and by our success in re-focusing our go-to-market and onboarding strategy to target higher value clients. Finally, Keap contributed $13.4 million of SaaS revenue since the acquisition closed on October 31, 2024.

Cost of Services

Cost of services decreased by $51.8 million, or 15.3%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This decrease was primarily driven by the corresponding decline in revenue and strategic cost saving initiatives. Specifically, we reduced printing, distribution and digital fulfillment support costs by $25.2 million, contract services by $11.7 million, and employee-related expenses by $6.8 million. Additionally, depreciation and amortization expense decreased $6.0 million due to the accelerated amortization method used by the Company.

Gross Profit

Gross profit decreased by $41.0 million, or 7.1%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease in Gross profit was primarily due to a decrease in Marketing Services revenue, partially offset by an increase in SaaS revenue and a decrease in cost of services as a result of decline in revenue and strategic cost saving initiatives. Our gross margin increased by 210 basis points, to 65.2%, for the year ended December 31, 2024 compared to 63.1% for the year ended December 31, 2023. This increase was primarily due to an increase in sales of our higher margin SaaS solutions and the reduction of our resale of high-spend, low margin third-party local search and display services that were not hosted on our owned and operated platforms.

Operating Expenses

Sales and Marketing

Sales and marketing expense decreased by $30.4 million, or 10.1%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease was primarily attributable to a decrease in employee-related costs and contract services expense of $12.3 million due to strategic cost-saving initiatives, a decrease in sales commissions of $7.8 million due to new sales commissions plans and revised targets, a decrease in stock-based compensation expense of $3.7 million, and a decrease in advertising expenses of $4.2 million. Additionally, depreciation and amortization expense decreased $3.3 million due to the accelerated amortization method used by the Company.

General and Administrative

General and administrative expense increased by $8.4 million, or 4.0%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The increase was primarily attributable to an increase in stock-based compensation expense of $5.6 million, an increase in third-party fees associated with our debt refinancing of $2.0 million, an increase in transaction and integration costs of $6.6 million related to the Keap Acquisition, and an increase in accelerated lease amortization of $4.2 million due to the Company's plans to vacate the acquired Keap office buildings. The increase was partially offset by the absence of a $10.7 million loss on settlement of indemnification asset that was recorded during the year ended December 31, 2023.

Impairment Charges

Impairment charges decreased by $185.8 million for the year ended December 31, 2024 compared to the year ended December 31, 2023. Impairment charges of $83.1 million were recognized as a result of a goodwill impairment in our Thryv Marketing Services reporting unit as a result of our strategic decision during the year ended December 31, 2024 to terminate our Marketing Services solutions by the end of 2028, while $268.8 million of impairment charges were recognized in our Thryv Marketing Services reporting unit during the year ended December 31, 2023 as a result of the continued secular decline in the Thryv Marketing Services reporting unit and the strategic decision to accelerate the conversion of additional clients and services from our digital Marketing Services solutions to our SaaS offerings.

Other Income (Expense)

Interest Expense

Interest expense decreased by $15.0 million, or 24.2%, for the year ended December 31, 2024 compared to the year ended December 31, 2023, driven primarily by lower outstanding debt balances, as well as lower interest rates.

Other Components of Net Periodic Pension Benefit

Other components of net periodic pension benefit increased by $22.1 million for the year ended December 31, 2024. This increase was primarily due to remeasurement gain of $31.1 million recorded for the year ended December 31, 2024, compared to a remeasurement gain of $9.9 million that was recorded during the year ended December 31, 2023. The increase in the remeasurement gain was a result of increasing discount rates due to changes in corporate bond markets, actuarial assumption updates to reflect recent plan experience and current market conditions, plan experience different than expected, and actual asset performance exceeding expectations. These increases were partially offset by $2.1 million of lower interest cost due to lower interest rates.

Other Expense

Other expense increased by $9.2 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase was primarily due to a loss on extinguishment of debt of $6.6 million recorded during the year ended December 31, 2024 and an increase in foreign-currency related loss of $2.6 million.

Income Tax (Expense) Benefit

Income tax expense increased by $9.5 million, or 758.0%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The effective tax rate was (12.4%) and 0.5% for the year ended December 31, 2024 and 2023, respectively. The effective tax rate differs from the 21.0% U.S. Federal statutory rate in the current year primarily due to the impact of the goodwill impairment allocated to non-deductible goodwill.

Adjusted EBITDA

Adjusted EBITDA decreased by $25.1 million, or 13.4%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease in Adjusted EBITDA was primarily driven by the secular decline in our Thryv Marketing Services segment. The decrease was partially offset by the growth in our Thryv SaaS segment. See "*Non-GAAP Financial Measures*" for a definition of Adjusted EBITDA and a reconciliation to Net income (loss), the most directly comparable measure presented in accordance with GAAP.

Years Ended December 31, 2023 and 2022

For a discussion of the year ended December 31, 2023 compared to the year ended December 31, 2022, refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K year ended December 31, 2023.

Non-GAAP Financial Measures

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States ("*GAAP*"). We also present Adjusted EBITDA, Adjusted Gross Profit, and Adjusted Gross Margin, as defined below, as non-GAAP financial measures in this Annual Report.

We have included Adjusted EBITDA, Adjusted Gross Profit, and Adjusted Gross Margin in this report because management believes they provide useful information to investors in gaining an overall understanding of our current financial performance and provide consistency and comparability with past financial performance. Specifically, we believe Adjusted EBITDA provides useful information to management and investors by excluding certain non-operating items that we believe are not indicative of our core operating results. In addition, Adjusted EBITDA, Adjusted Gross Profit, and Adjusted Gross Margin are used by management for budgeting and forecasting as well as measuring the Company's performance. We believe Adjusted EBITDA, Adjusted Gross Profit, and Adjusted Gross Margin provide investors with the financial measures that closely align with our internal processes.

We define Adjusted EBITDA ("*Adjusted EBITDA*") as Net (loss) income plus Interest expense, Income tax expense (benefit), Depreciation and amortization expense, Restructuring and integration expenses, Loss on early extinguishment of debt, Transaction costs, Stock-based compensation expense, Impairment charges and non-operating expenses, such as, Other components of net periodic pension cost (benefit), Non-cash loss (gain) from remeasurement of indemnification asset, and certain unusual and non-recurring charges that might have been incurred. Adjusted EBITDA should not be considered as an alternative to Net (loss) income as a performance measure. We define Adjusted Gross Profit ("*Adjusted Gross Profit*") and Adjusted Gross Margin ("*Adjusted Gross Margin*") as Gross profit and Gross margin, respectively, adjusted to exclude the impact of depreciation and amortization expense and stock-based compensation expense.

Non-GAAP financial information has limitations as an analytical tool and is presented for supplemental informational purposes only. Such information should not be considered a substitute for financial information presented in accordance with GAAP and may be different from similarly-titled non-GAAP measures used by other companies.

The following is a reconciliation of Adjusted EBITDA to its most directly comparable GAAP measure, Net (loss) income*:*

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Reconciliation of Adjusted EBITDA			
Net (loss) income	$ (74,216)	$ (259,295)	$ 54,348
Impairment charges	83,094	268,846	102,222
Depreciation and amortization expense	52,789	63,251	88,392
Interest expense	46,771	61,728	60,407
Stock-based compensation expense [(1)]	24,118	22,201	14,628
Restructuring and integration expenses [(2)]	32,697	14,612	17,804
Loss on early extinguishment of debt [(3)]	6,638	—	—
Non-cash loss (gain) from remeasurement of indemnification asset [(4)]	—	10,734	(2,148)
Transaction costs [(5)]	5,145	373	6,119
Income tax expense (benefit)	8,218	(1,249)	44,627
Other components of net periodic pension benefit [(6)]	(24,806)	(2,719)	(44,612)
Other [(7)]	1,983	9,033	(8,445)
Adjusted EBITDA	$ 162,431	$ 187,515	$ 333,342

(1) The Company records Stock-based compensation expense related to the amortization of grant date fair value of the Company's stock-based compensation awards. See Note 12, *Stock-Based Compensation and Stockholders' Equity*, to our consolidated financial statements included in Part II, Item 8 in this Annual Report for more information.

(2) See the table below for detail of Restructuring and integration expenses for the years ended December 31, 2024, 2023, and 2022.

(3) In connection with the debt refinancing completed on May 1, 2024, the Company recorded a Loss on early extinguishment of debt related to the write-off of certain unamortized debt issuance costs on the Company's Prior Term Loan and Prior ABL Facility. See Note 10, *Debt Obligations*, to our consolidated financial statements included in Part II, Item 8 in this Annual Report for more information.

(4) In connection with the YP Acquisition, the seller indemnified the Company for future potential losses associated with certain federal and state tax positions taken in tax returns filed by the seller prior to the acquisition date. See Note 4, *Fair Value Measurements*, to our consolidated financial statements included in Part II, Item 8 in this Annual Report for more information.

(5) Expenses related to the Keap Acquisition, Yellow Acquisition, Vivial Acquisition and other transaction costs.

(6) Other components of net periodic pension benefit is from our non-contributory defined benefit pension plans that are currently frozen and incur no additional service costs. The most significant component of other components of net periodic pension benefit relates to the mark-to-market pension remeasurement.

(7) During the year ended December 31, 2024, Other primarily includes foreign exchange-related expense. During the year ended December 31, 2023, Other includes expenses related to the valuation of certain assets as a result of the acquisition of Thryv Australia and foreign exchange related expense. During the year ended December 31, 2022, Other primarily represents the bargain purchase gain as a result of the Vivial Acquisition, partially offset by foreign exchange-related expense.

The following is a reconciliation of Restructuring and integration expenses that are included in the Adjusted EBITDA to Net (loss) income reconciliation above:

(in thousands)	Years Ended December 31,		
Reconciliation of Restructuring and integration expenses	**2024**	**2023**	**2022**
Abandoned facility costs [(a)]	$ 8,303	$ 3,999	$ 7,461
Severance charges [(b)]	12,668	5,834	3,491
Post-acquisition and integration expenses [(c)]	5,902	3,995	5,567
Tax, accounting, and legal fees [(d)]	5,824	784	1,285
Total Restructuring and integration expenses	$ 32,697	$ 14,612	$ 17,804

(a) Represents expenses related to maintenance, utilities, and general upkeep at the Company's leased buildings. During the COVID-19 pandemic, the Company decided to operate in a Remote First working environment. Because we did not terminate existing lease agreements at any of our facilities, we continue to incur these costs until the lease agreements end. The most significant lease agreement is for our Corporate headquarters, which ends on December 31, 2025 and will not be renewed. Costs for the year ended December 31, 2024 also includes $4.2 million of accelerated amortization expense for the Keap headquarters. The Keap headquarters lease agreement ends on December 31, 2026 and will not be renewed.

(b) We incur severance charges related to certain reduction in force actions taken by our management. These reduction in force actions are designed to streamline the Company's operations and drive lower operating expenses as we continue to shift from our Marketing Services activities and drive continued focus on our SaaS business. Specifically, we incurred severance charges of $10.9 million, $5.4 million and $2.3 million in the years ended December 31, 2024, 2023, and 2022, respectively, primarily related to our legacy Marketing Services employees and our shift from Marketing Services activities. Additionally, certain severance charges resulted from strategic integration activities to right-size our workforce following an acquisition. Specifically, we incurred severance charges of $1.8 million, $0.4 million and $1.2 million in the years ended December 31, 2024, 2023, and 2022, respectively, resulting from the acquisitions of Keap in 2024, Yellow New Zealand in 2023, and Vivial in 2022.

(c) We incur professional services, system integration costs and other fees related to each of our acquisitions. Such costs vary in nature and amount due to factors specific to each acquisition and create a lack of comparability between periods.

(d) These costs consist of legal expenses related to legal cases inherited from acquisitions and accounting fees related to acquisitions.

The following is a reconciliation of Adjusted Gross Profit and Adjusted Gross Margin, to their most directly comparable GAAP measures, Gross profit and Gross margin:

	Year Ended December 31, 2024		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Total**
Reconciliation of Adjusted Gross Profit			
Gross profit	$ 299,015	$ 238,222	$ 537,237
Plus:			
Depreciation and amortization expense	12,406	8,600	21,006
Stock-based compensation expense	327	336	663
Adjusted Gross Profit	$ 311,748	$ 247,158	$ 558,906
Gross Margin	62.2 %	69.4 %	65.2 %
Adjusted Gross Margin	64.9 %	72.0 %	67.8 %

	Year Ended December 31, 2023		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Total**
Reconciliation of Adjusted Gross Profit			
Gross profit	$ 409,057	$ 169,190	$ 578,247
Plus:			
Depreciation and amortization expense	20,811	6,178	26,989
Stock-based compensation expense	399	214	613
Adjusted Gross Profit	$ 430,267	$ 175,582	$ 605,849
Gross Margin	62.6 %	64.2 %	63.1 %
Adjusted Gross Margin	65.9 %	66.6 %	66.1 %

	Year Ended December 31, 2022		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Total**
Reconciliation of Adjusted Gross Profit			
Gross profit	$ 648,039	$ 132,343	$ 780,382
Plus:			
Depreciation and amortization expense	33,185	5,162	38,347
Stock-based compensation expense	332	89	421
Adjusted Gross Profit	$ 681,556	$ 137,594	$ 819,150
Gross Margin	65.7 %	61.2 %	64.9 %
Adjusted Gross Margin	69.1 %	63.6 %	68.1 %

Liquidity and Capital Resources

Thryv Holdings, Inc. is a holding company that does not conduct any business operations of its own. We derive cash flows from cash transfers and other distributions from our operating subsidiary, Thryv Inc., which in turn generates cash flow from its own operations and operations of its subsidiaries, and has cash and cash equivalents on hand, funds provided under the New Term Loan (as defined below) and funds available under the New ABL Facility (as defined below). The agreements governing our debt may restrict the ability of our subsidiaries to make loans or otherwise transfer assets to us. Further, our subsidiaries are permitted under the terms of our senior credit facilities and other indebtedness to incur additional indebtedness that may restrict or prohibit the making of distributions or the making of loans by such subsidiaries to us. Our and our subsidiaries' ability to meet our debt service requirements is dependent on our ability to generate sufficient cash flows from operations.

We believe that expected cash flows from operations, available cash and cash equivalents, and funds available under our

New ABL Facility will be sufficient to meet our liquidity requirements, such as working capital requirements for our operations, business development and investment activities, and debt payment obligations, for the following 12 months. Any projections of future earnings and cash flows are subject to substantial uncertainty. Our future success and capital adequacy will depend on, among other things, our ability to achieve anticipated levels of revenues and cash flows from operations and our ability to address our annual cash obligations and reduce our outstanding debt, all of which are subject to general economic, financial, competitive, and other factors beyond our control. We continue to monitor our capital requirements to ensure our needs are in line with available capital resources.

In addition, our Board authorizes us to undertake share repurchases from time to time. The amount and timing of any share repurchases that we make will depend on a variety of factors, including available liquidity, cash flows, our capacity to make repurchases under our debt agreements and market conditions.

For a discussion on contingent obligations, see Note 15, *Contingent Liabilities*, to our audited consolidated financial statements included in Part II, Item 8 in this Annual Report.

Sources and Uses of Cash

The following table sets forth a summary of our cash flows from operating, investing and financing activities for the periods indicated:

	Years Ended December 31,		$
(in thousands)	**2024**	**2023**	**Change**
Cash flows provided by (used in):			
Operating activities	$ 89,783	$ 148,226	$ (58,443)
Investing activities	(110,424)	(42,516)	(67,908)
Financing activities	19,216	(103,493)	122,709
Effects of exchange rate changes on cash, cash equivalents and restricted cash	(1,344)	133	(1,477)
(Decrease) increase in cash, cash equivalents and restricted cash	$ (2,769)	$ 2,350	$ (5,119)

Cash Flows from Operating Activities

Net cash provided by operating activities decreased by $58.4 million, or 39.4%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The decrease was primarily due to changes in working capital, particularly accounts receivable, which was primarily impacted by the timing of payments and an overall decline in our sales. Additionally, the Company made income tax payments of $15.4 million for the year ended December 31, 2024 compared to income taxes paid of $9.3 million for the year ended December 31, 2023 and pension funding payments of $6.5 million for the year ended December 31, 2024 compared to funding payments of $0.8 million for the year ended December 31, 2023. This was offset by lower interest payments of $13.0 million compared to the year ended December 31, 2023.

Cash Flows from Investing Activities

Net cash used in investing activities increased by $67.9 million, or 159.7%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. The increase was primarily due to $76.9 million of cash paid related to the Keap Acquisition during the year ended December 31, 2024, compared to $8.9 million of cash paid related to the Yellow Acquisition during the year ended December 31, 2023.

Cash Flows from Financing Activities

Net cash from financing activities was $19.2 million for the year ended December 31, 2024 compared to net cash used in financing activities of $103.5 million the year ended December 31, 2023. This was primarily due to $87.4 million of net proceeds from our common stock offering during the year ended December 31, 2024. Additionally, $44.4 million of net payments on the Company's Prior Term Loan and New Term Loan agreements during the year ended December 31, 2024, compared to $120.0 million of net payments on the Company's Prior Term Loan during the year ended December 31, 2023. The decrease in payments on the Prior Term Loan and New Term Loan was partially offset by $25.0 million of net payments on the Company's Prior ABL Facility and New ABL Facility during the year ended December 31, 2024, compared to $5.7 million of net payments on the Company's Prior ABL Facility during the year ended December 31, 2023. Additionally,

the decrease in payments on the Prior Term Loan and New Term Loan was partially offset by $15.9 million of cash received as a result of the exercise of stock warrants during the year ended December 31, 2023. The Company also paid $5.5 million of debt issuance costs during the year ended December 31, 2024 related to the New Term Loan.

Debt

New Term Loan

On May 1, 2024, the Company entered into a new Term Loan Credit Agreement (the "*New Term Loan*"), the proceeds of which were used to refinance and pay off in full the Company's previous term loan facility (the "*Prior Term Loan*") and to pay fees and expenses related to the refinancing.

The New Term Loan established a senior secured term loan facility (the "*New Term Loan Facility*") in an aggregate principal amount equal to $350.0 million, of which 40.0% was held by a related party who was an equity holder of the Company as of May 1, 2024. The Company defines a related party as any shareholder owning more than 5% of the Company's voting securities. As of December 31, 2024, 40.0% of the New Term Loan was held by a related party who was an equity holder of the Company as of that date.

The New Term Loan Facility matures on May 1, 2029 and borrowings under the New Term Loan Facility bear interest at a fluctuating rate per annum equal to, at the Company's option, SOFR or base rate, in each case, plus an applicable margin per annum equal to (i) 6.75% (for SOFR loans) and (ii) 5.75% (for base rate loans). The New Term Loan Facility requires mandatory amortization payments, paid quarterly commencing June 30, 2024, equal to (i) $52.5 million per year for the first two years following the closing date of the New Term Loan, and (ii) $35.0 million per year thereafter.

New ABL Facility

On May 1, 2024, the Company entered into a new Credit Agreement (the "*ABL Credit Agreement*"), which established a new $85.0 million asset-based revolving loan facility (the "*New ABL Facility*"). The New ABL Facility refinanced the Company's previous asset-based revolving loan facility (the "*Prior ABL Facility*"). Proceeds of the New ABL Facility may be used by the Company for ongoing general corporate purposes and working capital.

The New ABL Facility matures on May 1, 2028 and borrowings under the New ABL Facility bear interest at a fluctuating rate per annum equal to, at the Company's option, SOFR or base rate, in each case, plus an applicable margin per annum, depending on the average excess availability under the New ABL Facility, equal to (i) 2.50% to 2.75% (for SOFR loans) and (ii) 1.50% to 1.75% (for base rate loans). The fee for undrawn commitments under the New ABL Facility is equal to 0.375% per annum.

As of December 31, 2024, the Company had borrowing base availability of $56.9 million. As a result of certain restrictions in the Company's debt agreements, as of December 31, 2024, approximately $46.5 million was available to be drawn upon under the New ABL Facility.

We maintain debt levels that we consider appropriate after evaluating a number of factors, including cash requirements for ongoing operations, investment and financing plans (including acquisitions and share repurchase activities), and overall cost of capital. Per the terms of the New Term Loan Facility, payments of the New Term Loan balance are determined by the Company's Excess Cash Flow (as defined in the New Term Loan Facility). We are in compliance with all covenants under the New Term Loan and New ABL Facility as of December 31, 2024. We had total recorded debt outstanding of $284.3 million (net of $10.8 million of unamortized original issue discount and debt issuance cost) at December 31, 2024, which was comprised of amounts outstanding under the New Term Loan of $271.3 million and New ABL Facility of $23.9 million.

Share Repurchase Program

On April 30, 2024, the Board authorized a new share repurchase program (the "*Share Repurchase Program*"), under which the Company may repurchase up to $40 million in shares of common stock through April 30, 2029. The repurchase program is subject to market conditions, the periodic capital needs of the Company's operating activities, and the continued satisfaction of all covenants under the Company's New Term Loan and ABL Credit Agreement. The Share Repurchase Program does not obligate the Company to repurchase shares and may be suspended, terminated, or modified at any time.

On June 20, 2024, the Company repurchased approximately 26,495 shares of its outstanding common stock. The total purchase price of this transaction was approximately $0.5 million. The shares acquired were recorded as Treasury stock upon repurchase.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of financial condition and results of operations is based on our audited consolidated financial statements, which have been prepared in accordance with U.S. GAAP. In preparing our financial statements, we make estimates, assumptions, and judgments that can have a significant impact on our reported revenues, results of operations and net income or loss, as well as on the value of certain assets and liabilities on our balance sheet during and as of the reporting periods. These estimates, assumptions, and judgments are necessary because future events and their effects on our results and the value of our assets cannot be determined with certainty and are made based on our historical experience and other assumptions that we believe to be reasonable under the circumstances. These estimates may change as new events occur or additional information is obtained, and we may periodically be faced with uncertainties, the outcomes of which are not within our control and may not be known for a prolonged period of time. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates.

We believe that the assumptions and estimates associated with revenue recognition, business combinations, goodwill, pension obligations, and income taxes have the greatest potential impact on our audited consolidated financial statements. Therefore, we consider these to be our critical accounting estimates. See Note 1, *Description of Business and Summary of Significant Accounting Policies,* to our audited consolidated financial statements included in Part II, Item 8 in this Annual Report for further information on these and our other significant accounting policies and estimates as well as our disclosures on recent accounting pronouncements. Our most critical accounting estimates are summarized below.

Revenue Recognition

We recognize revenue based on the revenue recognition standard, Revenue from Contracts with Customers (Topic 606), ("*ASC 606*"). The Company determines the amount of revenue to be recognized through application of the five-step model as described in Note 1, *Description of Business and Summary of Significant Accounting Policies*, to our audited consolidated financial statements included in Part II, Item 8 in this Annual Report.

We derive revenue from our two business segments: Thryv Marketing Services and Thryv SaaS. The Company has determined that each of its services is distinct and represents a separate performance obligation because the SMB can benefit from each service on its own or together with other resources that are readily available to the SMB, and services are separately identifiable from other promises in the contract. Revenue for all services is recognized when control transfers to the SMB. For print solutions, control transfers upon delivery of the published directories. Control over SaaS and digital services transfers to the SMB evenly over the service period.

The transaction price of a contract primarily consists of fixed consideration components pursuant to the applicable contractual terms and may involve the use of estimates. These judgments involve consideration of historical and expected experience with the customer and other similar customers. The Company's contracts with customers may include multiple performance obligations. For such arrangements, the Company allocates the transaction price to each performance obligation based on its relative standalone selling price. Standalone selling price is the price at which the Company would sell a promised service separately to a client. Judgment is required to determine the standalone selling price for each distinct performance obligation. Often, the Company does not have sufficient standalone sales information, as contracts with customers generally include multiple performance obligations. When standalone sales information is not available, the Company estimates the standalone selling price using information that may include market conditions, entity-specific factors such as pricing and discounting strategies, and other inputs.

Business Combinations

We have completed several acquisitions of other businesses in the past, including the Keap Acquisition on October 31, 2024, the Yellow Acquisition on April 3, 2023 and the Vivial Acquisition on January 21, 2022. In an acquisition, we first review if substantially all the fair value of the assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets. If such concentration exists, the transaction is considered an asset acquisition rather than a business combination.

The results of businesses acquired in a business combination are included in our audited consolidated financial statements from the date of acquisition. We allocate the purchase price, which is the sum of the consideration paid and may

consist of cash, equity, or a combination of the two, to the identifiable assets and liabilities of the acquired business at their acquisition date fair values. The excess of the purchase price over the amount allocated to the identifiable assets and liabilities, if any, is recorded as goodwill. Determining the fair value of assets acquired and assumed liabilities requires management to use significant judgment and estimates, including the selection of valuation methodologies, estimates of future revenue and cash flows, and discount rates.

We use all available information to estimate fair values. We typically engage outside appraisal firms to assist in determining the fair value of tangible and identifiable intangible assets such as client relationships, trademarks, and any other significant assets or liabilities. During the measurement period, of up to one year after the acquisition date, we may adjust the values attributed to the assets acquired and assumed liabilities if new information is obtained about facts and circumstances that existed as of the acquisition date.

Our purchase price allocation methodology contains uncertainties because it requires assumptions and management's judgment to estimate the fair value of assets acquired and assumed liabilities at the acquisition date. Key judgments used to estimate the fair value of intangible assets include projected revenue growth and operating margins, discount rates, client attrition rates, as well as the estimated economic life of intangible assets. Management estimates the fair value of assets and liabilities based upon quoted market prices, the carrying value of the acquired assets, and widely accepted valuation techniques, including discounted cash flows. Our estimates are inherently uncertain and subject to refinement. Unanticipated events or circumstances may occur which could affect the accuracy of our fair value estimates, including assumptions regarding industry economic factors and business strategies.

Goodwill

Goodwill represents the excess of the purchase price of an acquired business over the fair value of the net tangible and identifiable intangible assets acquired. Goodwill is tested annually for impairment as of October 1st and at any time upon the occurrence of certain triggering events or changes in circumstances. The Company performs its goodwill impairment test at the reporting unit level. In assessing goodwill for impairment, an entity has the option to assess qualitative factors to determine whether events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Performing a qualitative impairment assessment requires an examination of relevant events and circumstances that could have a negative impact on the carrying value of our Company, such as macroeconomic conditions, industry and market conditions, earnings and cash flows, overall financial performance, and other relevant entity-specific events. If the Company concludes an impairment is more likely than not through its qualitative assessment, then it is required to perform a quantitative assessment for impairment. The quantitative estimates of the fair value of the Company's reporting units are primarily determined using an income approach based on discounted cash flows. The discounted cash flow methodology requires significant judgment, including estimation of future cash flows, which is dependent on internal forecasts, current and anticipated economic conditions and trends, the estimation of the long-term growth rate of the Company's business, and the determination of the Company's weighted average cost of capital. Changes in the estimates and assumptions incorporated in our impairment assessment could materially affect the determination of fair value and the associated impairment charge.

During the third quarter of 2024, the Company made a strategic decision to terminate its Marketing Services solutions by the end of 2028. This strategic decision resulted in an additional accelerated decline in estimated future cash flows from the Thryv Marketing Services reporting unit, partially offset by operating cost savings from terminating our Marketing Services solutions, and the Company concluded that a triggering event had occurred in the Thryv Marketing Services reporting unit during the third quarter of 2024. As a result, the Company recorded a non-cash impairment charge of $83.1 million during the third quarter of 2024, reducing the goodwill in its Thryv Marketing Services reporting unit to zero.

On October 1, 2024, we performed a qualitative impairment assessment in accordance with ASC 350-30-35, *Intangibles-Goodwill and Other* and determined that it was not more likely than not that the fair value of the SaaS reporting unit was less than its carrying value and that no impairment existed. Additionally, the Company concluded that an impairment triggering event did not occur during the three months ended December 31, 2024. During the year ended December 31, 2023, the Company recognized a non-cash impairment charge of $268.8 million to reduce goodwill in its Thryv Marketing Services reporting unit. During the year ended December 31, 2022, the Company recorded a goodwill impairment charge of $102.0 million in its Thryv Marketing Services reporting unit.

As of December 31, 2024, goodwill was $253.3 million. For additional information related to goodwill, see Note 5, *Goodwill and Intangible Assets* to our consolidated financial statements included in Part II, Item 8 in this Annual Report.

Pension Obligations

The Company maintains pension obligations associated with non-contributory defined benefit pension plans that are currently frozen and incur no additional service costs.

Although the plans are frozen, the Company continues to incur interest cost as well as gains or losses associated with changes in fair value of plan assets, all of which are referred to as net periodic pension cost. In determining the pension obligations at each reporting period, management makes certain actuarial assumptions, including discount rates and mortality rates. For these assumptions, management consults with actuaries, monitors plan provisions and demographics, and reviews public market data and general economic information. Changes in these assumptions can have a significant impact on the projected pension obligations, funding requirement, and net periodic pension cost. The Company immediately recognizes actuarial gains and losses in its operating results in the year in which the gains and losses occur.

Income Taxes

Valuation allowances are established when necessary to reduce deferred tax assets to the amounts that are more likely than not expected to be realized based on the weight of positive and negative evidence. Future realization of deferred tax assets ultimately depends on the existence of sufficient taxable income of the appropriate character, for example, ordinary income or capital gain within the carryback or carryforward periods available under the applicable tax law. We regularly review the deferred tax assets for recoverability based on historical taxable income, projected future taxable income, the expected timing of the reversals of existing temporary differences, and tax planning strategies. Should there be a change in the ability to recover deferred tax assets, our income tax provision would increase or decrease in the period in which the assessment is changed.

The Company's policy is to recognize interest and penalties related to unrecognized tax benefits in income tax expense. The amount of income taxes we pay is subject to ongoing audits by federal and state tax authorities, which often result in proposed assessments. Significant judgment is required in determining income tax provisions and evaluating tax positions. We establish reserves for open tax years for uncertain tax positions that may be subject to challenge by various tax authorities. The consolidated tax provision and related accruals include the impact of such reasonably estimable losses and related interest and penalties as deemed appropriate. Tax benefits recognized in the financial statements from uncertain tax positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement.

Recent Accounting Pronouncements

See Note 1, *Description of Business and Summary of Significant Accounting Policies*, to our audited consolidated financial statements as of and for the years ended December 31, 2024, 2023, and 2022, included in Part II, Item 8 in this Annual Report, for a discussion of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

As of December 31, 2024, we had total recorded debt outstanding of $284.3 million (net of $10.8 million of unamortized original issue discount and debt issuance costs), which was comprised of amounts outstanding under our New Term Loan of $271.3 million and New ABL Facility of $23.9 million. Substantially all this debt bears interest at floating rates. Changes in interest rates affect the interest expense we pay on our floating rate debt. A hypothetical 100 basis point increase in interest rates would increase our interest expense by approximately $3.0 million annually based on the debt outstanding at December 31, 2024.

Foreign Exchange Currency Risk

We have foreign currency risks related to our revenue and operating expenses denominated in currencies other than the U.S. dollar, primarily the Australian dollar and New Zealand dollar. Since we translate foreign currencies into U.S. dollars for financial reporting purposes, currency fluctuations can have an impact on our financial results.

We have experienced and will continue to experience fluctuations in our Net (loss) income as a result of transaction gains or losses related to revaluing certain current asset and current liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. We recognized immaterial amounts of foreign

currency gains and losses in each of the periods presented. We have not hedged our foreign currency transactions to date. We are evaluating the costs and benefits of initiating a hedging program and may in the future hedge selected significant transactions denominated in currencies other than the U.S. dollar as we expand our international operations and our risk grows.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Thryv Holdings, Inc.

Opinion on the financial statements
We have audited the accompanying consolidated balance sheets of Thryv Holdings, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of operations and comprehensive (loss) income, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 27, 2025, expressed an unqualified opinion.

Basis for opinion
These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical audit matter
The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.

Pension Obligations

As described in Note 11 to the financial statements, the Company's aggregate net pension obligations as of December 31, 2024, was $38.5 million and is calculated as $366.8 million of defined benefit pension obligations for its defined benefit pension plans less the related pension assets of $328.3 million. The Company recorded a net periodic pension benefit of $24.8 million for the year-ended December 31, 2024. The Company remeasures the defined benefit pension obligations annually or upon a remeasurement date, with actuarial gains and losses immediately recorded in operating results during the period they occur. We identified the defined benefit pension obligation estimates for the Dex Pension Plan and YP Holdings LLC Pension Plan, as a critical audit matter.

The principal consideration for our determination that the defined benefit pension obligation estimates for the Dex Pension Plan and YP Holdings LLC Pension Plan is a critical audit matter is that the significant assumptions utilized in such estimates are subjective in nature and complex, specifically the discount rates and mortality rates used in the actuarial calculations. Changes in these assumptions could have a significant impact on the defined benefit pension obligation estimates and related actuarial gains and losses recognized. Performing audit procedures to evaluate management's assumptions required a high degree of auditor judgment and audit effort, including the need to involve an actuary specialist.

Our audit procedures related to the defined benefit pension obligation estimates for the Dex Pension and YP Holdings LLC Pension Plan included the following, among others.

- We tested the design and operating effectiveness of relevant controls relating to management's determination and review of the discount rate and mortality rates applied in estimating the defined benefit pension obligations, and review of these specific assumptions applied by the actuary specialist engaged by the Company.

- With the assistance of an actuary specialist, we evaluated the reasonableness of the Company's significant assumptions related to the discount rates and mortality rates used in determining the projected benefit obligations.

- We evaluated the qualifications of the actuary specialist engaged by the Company based on their credentials and experience.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2022.

Dallas, Texas
February 27, 2025

Thryv Holdings, Inc. and Subsidiaries
Consolidated Statements of Operations and Comprehensive (Loss) Income

(in thousands, except share and per share data)	Years Ended December 31, 2024	2023	2022
Revenue	$ 824,156	$ 916,961	$ 1,202,388
Cost of services	286,919	338,714	422,006
Gross profit	537,237	578,247	780,382
Operating expenses:			
Sales and marketing	270,146	300,538	362,432
General and administrative	217,296	208,880	216,406
Impairment charges	83,094	268,846	102,222
Total operating expenses	570,536	778,264	681,060
Operating (loss) income	(33,299)	(200,017)	99,322
Other income (expense):			
Interest expense	(36,494)	(61,728)	(56,902)
Interest expense, related party	(10,277)	—	(3,505)
Other components of net periodic pension benefit	24,806	2,719	44,612
Other (expense) income	(10,734)	(1,518)	15,448
(Loss) income before income tax (expense) benefit	(65,998)	(260,544)	98,975
Income tax (expense) benefit	(8,218)	1,249	(44,627)
Net (loss) income	$ (74,216)	$ (259,295)	$ 54,348
Other comprehensive (loss) income:			
Foreign currency translation adjustment, net of tax	250	1,070	(8,214)
Comprehensive (loss) income	$ (73,966)	$ (258,225)	$ 46,134
Net (loss) income per common share:			
Basic	$ (2.00)	$ (7.47)	$ 1.58
Diluted	$ (2.00)	$ (7.47)	$ 1.49
Weighted-average shares used in computing basic and diluted net (loss) income per common share:			
Basic	37,142,271	34,723,491	34,336,493
Diluted	37,142,271	34,723,491	36,506,095

The accompanying notes are an integral part of the consolidated financial statements.

Thryv Holdings, Inc. and Subsidiaries
Consolidated Balance Sheets

(in thousands, except share data)	December 31, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	$ 16,311	$ 18,216
Accounts receivable, net of allowance of $13,051 in 2024 and $14,926 in 2023	161,620	205,503
Contract assets, net of allowance of $29 in 2024 and $35 in 2023	2,127	2,909
Taxes receivable	6,218	3,085
Prepaid expenses	13,923	17,771
Deferred costs	8,402	16,722
Other current assets	2,119	2,662
Total current assets	210,720	266,868
Fixed assets and capitalized software, net	44,478	38,599
Goodwill	253,318	302,400
Intangible assets, net	34,259	18,788
Deferred tax assets	143,495	128,051
Other assets	25,895	28,464
Total assets	$ 712,165	$ 783,170
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 13,011	$ 10,348
Accrued liabilities	95,462	105,903
Current portion of unrecognized tax benefits	26,196	23,979
Contract liabilities	40,315	44,558
Current portion of Term Loan	7,875	70,000
Current portion of Term Loan, related party	5,250	—
Other current liabilities	8,151	8,402
Total current liabilities	196,260	263,190
Term Loan, net	146,885	230,052
Term Loan, net, related party	100,436	—
ABL Facility	23,891	48,845
Pension obligations, net	38,014	69,388
Other liabilities	9,759	18,995
Total long-term liabilities	318,985	367,280
Commitments and contingencies (see Note 15)		
Stockholders' equity		
Common stock - $0.01 par value, 250,000,000 shares authorized; 70,556,740, shares issued and 43,033,960 shares outstanding at December 31, 2024; and 62,660,783 shares issued and 35,302,746 shares outstanding at December 31, 2023	706	627
Additional paid-in capital	1,272,476	1,151,259
Treasury stock - 27,522,780 shares at December 31, 2024 and 27,358,037 shares at December 31, 2023	(488,903)	(485,793)
Accumulated other comprehensive loss	(14,941)	(15,191)
Accumulated deficit	(572,418)	(498,202)
Total stockholders' equity	196,920	152,700
Total liabilities and stockholders' equity	$ 712,165	$ 783,170

The accompanying notes are an integral part of the consolidated financial statements.

Thryv Holdings, Inc. and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity

(in thousands, except share amounts)	Common Stock			Treasury Stock				
	Shares	Amount	Additional Paid-in Capital	Shares	Amount	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance as of December 31, 2021	60,830,853	$ 608	$ 1,084,288	(26,685,542)	$ (468,879)	$ (8,047)	$ (293,255)	$ 314,715
Issuance of shares related to stock-based compensation	445,904	5	6,721	—	—	—	—	6,726
Exercise of stock warrants	2,622	—	64	—	—	—	—	64
Stock-based compensation expense	—	—	14,628	—	—	—	—	14,628
Foreign currency translation adjustment, net of tax	—	—	—	—	—	(8,214)	—	(8,214)
Net income	—	—	—	—	—	—	54,348	54,348
Balance as of December 31, 2022	61,279,379	$ 613	$ 1,105,701	(26,685,542)	$ (468,879)	$ (16,261)	$ (238,907)	$ 382,267
Issuance of shares related to stock-based compensation	729,549	8	7,465	(58,541)	(1,154)	—	—	6,319
Exercise of stock warrants	651,855	6	15,892	—	—	—	—	15,898
Stock-based compensation expense	—	—	22,201	—	—	—	—	22,201
Settlement of indemnification asset	—	—	—	(613,954)	(15,760)	—	—	(15,760)
Foreign currency translation adjustment, net of tax	—	—	—	—	—	1,070	—	1,070
Net (loss)	—	—	—	—	—	—	(259,295)	(259,295)
Balance as of December 31, 2023	62,660,783	$ 627	$ 1,151,259	(27,358,037)	$ (485,793)	$ (15,191)	$ (498,202)	$ 152,700
Issuance of shares related to stock-based compensation	1,323,707	13	9,763	(138,248)	(2,611)	—	—	7,165
Stock-based compensation expense	—	—	24,118	—	—	—	—	24,118
Common stock offering	6,572,250	66	87,336	—	—	—	—	87,402
Purchase of treasury stock	—	—	—	(26,495)	(499)	—	—	(499)
Foreign currency translation adjustment, net of tax	—	—	—	—	—	250	—	250
Net (loss)	—	—	—	—	—	—	(74,216)	(74,216)
Balance as of December 31, 2024	70,556,740	$ 706	$ 1,272,476	(27,522,780)	$ (488,903)	$ (14,941)	$ (572,418)	$ 196,920

The accompanying notes are an integral part of the consolidated financial statements.

Thryv Holdings, Inc. and Subsidiaries
Consolidated Statements of Cash Flows

(in thousands)	Years Ended December 31, 2024	2023	2022
Cash Flows from Operating Activities			
Net (loss) income	$ (74,216)	$ (259,295)	$ 54,348
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	52,789	63,251	88,392
Amortization of deferred commissions	18,283	14,954	12,110
Amortization of debt issuance costs	4,022	5,422	5,749
Deferred income taxes	(5,270)	(12,904)	(15,119)
Provision for credit losses and service credits	22,508	24,516	25,971
Stock-based compensation expense	24,118	22,201	14,628
Other components of net periodic pension benefit	(24,806)	(2,719)	(44,612)
Impairment charges	83,094	268,846	102,222
Loss on early extinguishment of debt	6,638	—	—
Non-cash loss (gain) from the remeasurement of the indemnification asset	—	10,734	(2,148)
Bargain purchase gain	—	—	(10,883)
Other, net	930	603	(2,309)
Changes in working capital items, excluding acquisitions:			
Accounts receivable	23,167	54,325	(5,242)
Contract assets	782	(326)	2,764
Prepaid expenses and other assets	1,139	7,117	(9,592)
Accounts payable and accrued liabilities	(26,526)	(37,749)	(41,105)
Other liabilities	(16,869)	(10,750)	(26,601)
Net cash provided by operating activities	89,783	148,226	148,573
Cash Flows from Investing Activities			
Additions to fixed assets and capitalized software	(33,537)	(33,394)	(29,233)
Acquisition of a business, net of cash acquired	(76,887)	(8,897)	(22,793)
Other	—	(225)	—
Net cash used in investing activities	(110,424)	(42,516)	(52,026)
Cash Flows from Financing Activities			
Proceeds from Term Loan	206,220	—	—
Proceeds from Term Loan, related party	137,480	—	—
Payments of Term Loan	(356,618)	(120,000)	(104,165)
Payments of Term Loan, related party	(31,500)	—	(8,347)
Proceeds from ABL Facility	329,004	919,975	976,296
Payments of ABL Facility	(353,957)	(925,684)	(961,670)
Debt issuance costs	(5,480)	—	—
Purchase of treasury stock	(499)	—	—
Proceeds from exercise of stock warrants	—	15,898	64
Proceeds from common stock offering, net of offering expenses	87,402	—	—
Other	7,164	6,318	6,725
Net cash provided by (used in) financing activities	19,216	(103,493)	(91,097)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1,344)	133	(827)
(Decrease) increase in cash, cash equivalents and restricted cash	(2,769)	2,350	4,623
Cash, cash equivalents and restricted cash, beginning of period	20,530	18,180	13,557
Cash, cash equivalents and restricted cash, end of period	$ 17,761	$ 20,530	$ 18,180
Supplemental Information			
Cash paid for interest	$ 44,018	$ 57,027	$ 57,084
Cash paid for income taxes, net	$ 15,413	$ 9,313	$ 58,259
Non-cash investing and financing activities			
Repurchase of Treasury stock as a result of the settlement of the indemnification asset	$ —	$ 15,760	$ —

The accompanying notes are an integral part of the consolidated financial statements.

Note 1 Description of Business and Summary of Significant Accounting Policies

General

Thryv Holdings, Inc. ("*Thryv*" or the "*Company*") provides small-to-medium sized businesses ("*SMBs*") with print and digital marketing services and Software as a Service ("*SaaS*") business management tools. The Company owns and operates Print Yellow Pages ("*PYP*" or *"Print"*) and digital marketing services (*"Digital"*), which includes Internet Yellow Pages ("*IYP*"), search engine marketing ("*SEM*"), and other digital media services, including online display advertising, and search engine optimization ("*SEO*") tools. In addition, through the Thryv® platform, the Company is a provider of SaaS business management, communication, and marketing tools designed for SMBs.

On October 31, 2024 (the *"Keap Acquisition Date*"), Thryv, Inc., the Company's wholly-owned subsidiary, acquired Infusion Software, Inc. d/b/a Keap ("*Keap*"), a company that operates a SaaS email marketing and sales platform for small businesses. On April 3, 2023 (the "*Yellow Acquisition Date*"), Thryv New Zealand Limited, the Company's wholly-owned subsidiary, acquired Yellow Holdings Limited ("*Yellow*"), a New Zealand marketing services company. On January 21, 2022 (the *"Vivial Acquisition Date*"), Thryv, Inc. acquired Vivial Media Holdings, Inc. ("*Vivial*"), a marketing and advertising company with operations in the United States.

During the first quarter of 2024, the Company changed the internal reporting provided to the chief operating decision maker ("*CODM*"). As a result, the Company reevaluated its segment reporting and determined that Thryv U.S. Marketing Services and Thryv International Marketing Services should be reflected as a single reportable segment, and that Thryv U.S. SaaS and Thryv International SaaS should be reflected as a single reportable segment. As such, beginning on January 1, 2024, the results of our Marketing Services and SaaS businesses are presented as two reportable segments. Comparative prior periods have been recast to reflect the current presentation.

The Company reports its results based on two reportable segments (see Note 17, *Segment Information*):

- Thryv Marketing Services, which includes the Company's Print and Digital solutions business; and
- Thryv SaaS, which includes the Company's SaaS flagship all-in-one small business management modular software platform.

Basis of Presentation

The Company prepares its financial statements in accordance with generally accepted accounting principles in the United States ("*GAAP*"). The consolidated financial statements include the financial statements of Thryv Holdings, Inc. and its wholly-owned subsidiaries.

The accompanying consolidated financial statements reflect all adjustments, consisting of only normal recurring items and accruals, necessary to fairly present the financial position, results of operations and cash flows of the Company for the periods presented. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the Company's consolidated financial statements requires management to make estimates and assumptions about future events that affect the amounts reported and disclosed in the consolidated financial statements and accompanying notes. Actual results could differ materially from those estimates. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable. The results of those estimates form the basis for making judgments about the carrying values of certain assets and liabilities.

Examples of reported amounts that rely on significant estimates include revenue recognition, allowance for credit losses, assets acquired and liabilities assumed in business combinations, capitalized costs to obtain a contract, certain amounts relating to the accounting for income taxes, including valuation allowance, stock-based compensation expense, operating lease right-of-use assets and operating lease liabilities, and pension obligations. Significant estimates are also used in determining the recoverability and fair value of fixed assets and capitalized software, operating lease right-of-use assets, goodwill and intangible assets.

Summary of Significant Accounting Policies

Revenue Recognition

The Company recognizes revenue based on the revenue recognition standard, *Revenue from Contracts with Customers (Topic 606)*, ("*ASC 606*"). The Company determines the amount of revenue to be recognized through application of the following five steps: (i) identify a customer contract, (ii) identify performance obligations, (iii) determine the transaction price, (iv) allocate the transaction price, and (v) recognize revenue, each of which is described further below.

Identify the Customer Contract

The Company accounts for a contract with a client when approval and commitment from all parties is obtained, the rights of the parties and payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. Revenue is recognized when control of the promised services or goods is transferred to the client and in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or goods. Typical payment terms provide that the Company's clients pay at the time of order, or within 20 to 30 days of the invoice, depending on the product.

Identify the Performance Obligations in the Contract and Recognize Revenue

The Company has determined that each of its services is distinct and represents a separate performance obligation. The client can benefit from each service on its own or together with other resources that are readily available to the client. Services are separately identifiable from other promises in the contract. Control over the Company's print services transfers to the client upon delivery of the published directories containing their advertisements to the intended market. Therefore, revenue associated with print services is recognized at a point in time upon delivery to the intended market. The Company bills customers for print advertising services monthly over the relative contract term. The difference between the timing of recognition of print advertising revenue and monthly billing generates the Company's unbilled receivables balance. The unbilled receivables balance is reclassified as billed accounts receivable through the passage of time as the customers are invoiced each month. SaaS and digital services are recognized using the series guidance. Under the series guidance, the Company's obligation to provide services is the same for each day under the contract, and therefore represents a single performance obligation. Revenue associated with SaaS and digital services is recognized over time using an output method to measure the progress toward satisfying a performance obligation.

As part of the SaaS offerings, the Company enters into certain development and reseller agreements with third parties. Based upon the control indicators outlined in ASC 606, the Company acts as a principal in these arrangements and recognizes revenue on a gross basis because it controls the services before they are transferred to clients.

Determine and Allocate the Transaction Price to the Performance Obligations in the Contract

The transaction price of a contract consists of fixed and variable consideration components pursuant to the applicable contractual terms and excludes sales tax. The Company's contracts have variable consideration in the form of price concessions and service credits. Service credits may be issued to a client at the discretion of the Company related to client satisfaction issues and claims. The Company performs a monthly review of expected service credits at a portfolio level based on the Company's history of adjustments and expected trends. The provision for service credits is recorded as a reduction to revenue in the Company's consolidated statements of operations and comprehensive (loss) income.

For performance obligations recognized under the series guidance, variable consideration is allocated. When necessary, variable consideration is estimated and included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur. These judgments involve consideration of historical and expected experience with the client and other similar clients.

The Company's contracts with customers may include multiple performance obligations. For such arrangements, the Company allocates the transaction price to each performance obligation based on its relative standalone selling price. Standalone selling price is the price at which the Company would sell a promised service separately to a client. Judgment is required to determine the standalone selling price for each distinct performance obligation. Often times, the Company does not have sufficient standalone sales information, as contracts with customers generally include multiple performance obligations. When standalone sales information is not available, the Company estimates standalone selling price using

information that may include average selling price, market conditions, entity specific factors such as pricing and discounting strategies, and other inputs.

Costs to Obtain and Fulfill a Contract with a Customer

Costs to Obtain a Contract with a Customer

The Company has determined that sales commissions paid to employees and certified marketing representatives associated with selling the Company's print, digital and SaaS services are considered incremental and recoverable costs of obtaining a contract.

Commissions related to renewal contracts are not commensurate with costs incurred to obtain an initial contract. Therefore, commissions incurred to obtain a new contract are capitalized and recognized over the benefit period, which is determined to be eighteen months based on expected contract renewals, the Company's technology development life-cycle, and other factors. Commissions for renewals of existing contracts are expensed as incurred under a practical expedient, which allows an entity to expense costs to obtain a contract with an amortization period of less than twelve months.

Deferred costs to obtain contracts are classified as current or non-current based on the timing of when the Company expects to recognize the expense. The current portion is included in Other current assets and the non-current portion is included in Other assets on the Company's consolidated balance sheets. Amortization of deferred costs to obtain contracts is included as a component of Sales and marketing expense in the Company's consolidated statements of operations and comprehensive (loss) income.

The following table sets for the Company's deferred costs to obtain contracts, as of December 31, 2024 and 2023:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Deferred costs to obtain contracts - Current assets	$ 7,978	$ 13,495
Deferred costs to obtain contracts - Non-current assets	638	1,285

Amortization of the Company's deferred costs to obtain contracts, for the years ended December 31, 2024, 2023, and 2022 was as follows:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Amortization of deferred costs to obtain contracts [1]	$ 18,283	$ 14,954	$ 12,110

(1) These costs were recorded in Sales and marketing in the Company's consolidated statements of operations and comprehensive (loss) income.

Costs to Fulfill a Contract with a Customer

Direct costs associated with fulfilling PYP contracts with a client include costs related to printing and distribution. Directly attributable costs incurred to fulfill print services are capitalized as incurred and then expensed at the time of delivery, in line with the recognition of revenue. Costs to fulfill SaaS and digital contracts with clients are expensed as incurred.

The following table sets for the Company's deferred costs to fulfill contracts as of December 31, 2024 and 2023:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Deferred costs to fulfill contracts [1]	$ 424	$ 3,227

(1) Included in deferred costs on the Company's consolidated balance sheets.

Amortization of the Company's deferred costs to fulfill contracts for the years ended December 31, 2024, 2023, and 2022 was as follows:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Amortization of deferred costs to fulfill contracts [1]	$ 3,227	$ 2,689	$ 3,466

(1) These costs were recorded in Cost of services in the Company's consolidated statements of operations and comprehensive (loss) income.

The Company recorded no impairment losses associated with these deferred costs during the years ended December 31, 2024, 2023, and 2022.

Cash and Cash Equivalents

Highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents. The Company's cash and cash equivalents consist of bank deposits. Cash equivalents are stated at cost, which approximates market value.

Restricted Cash

Restricted cash is primarily associated with security deposits with credit card merchants. The following table presents a reconciliation of cash, cash equivalents and restricted cash reported within the Company's consolidated balance sheets to the amount shown in the Company's consolidated statements of cash flows for the years ended December 31, 2024 and 2023:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Cash and cash equivalents	$ 16,311	$ 18,216
Restricted cash, included in Other current assets	1,450	2,314
Total cash, cash equivalents and restricted cash	$ 17,761	$ 20,530

Accounts Receivable, Net of Allowance

Accounts receivable represents billed amounts for which invoices have been provided to clients and unbilled amounts for which revenue has been recognized, but amounts have not yet been billed to the client.

Accounts receivable are recorded net of an allowance for credit losses. The Company's exposure to expected credit losses depends on the financial condition of its clients and other macroeconomic factors. The Company maintains an allowance for credit losses based upon its estimate of potential credit losses. This allowance is based upon historical and current client collection trends, any identified client-specific collection issues, and current as well as expected future economic conditions and market trends. See Note 6, *Allowance for Credit Losse*s, for additional information.

The following table represents the components of Accounts receivable, net of allowance:

	December 31,	
(in thousands)	**2024**	**2023**
Accounts receivable	$ 45,552	$ 73,094
Unbilled accounts receivable [1]	129,119	147,335
Total accounts receivable	$ 174,671	$ 220,429
Less: allowance for credit losses	(13,051)	(14,926)
Accounts receivable, net of allowance	$ 161,620	$ 205,503

(1) Unbilled accounts receivable relates primarily to the Company's print services, which are recognized at a point in time upon delivery of the print services to the intended market(s), but are billed to customers monthly after the delivery of the print services. Unbilled accounts receivable are reclassified as billed accounts receivable monthly when the customers are invoiced.

The following table represents the components of unbilled accounts receivable from contracts with customers:

(in thousands)	December 31, 2024	December 31, 2023
Unbilled accounts receivable - current	$ 129,119	$ 147,335
Unbilled accounts receivable - non-current [(1)]	16,847	16,165
Total unbilled accounts receivable	$ 145,966	$ 163,500

(1) Included in Other assets on the Company's consolidated balance sheets. Revenue recognized related to Unbilled accounts receivable - non-current balances for the years ended December 31, 2024 and 2023 was $62.2 million and $70.7 million, respectively.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company deposits cash on hand with major financial institutions. Cash balances at major financial institutions may exceed limits insured by the Federal Deposit Insurance Corporation. The Company monitors and manages the overall exposure of its cash balances at individual financial institutions on an ongoing basis.

Approximately 92% of revenue in all periods presented was derived from sales to local SMBs that operate in limited geographical areas. These SMBs are usually billed in monthly installments when the services begin and, in turn, make monthly payments, requiring the Company to extend credit to these clients.

The remaining approximately 8% of revenue in all periods presented was derived from the sale of marketing services to larger businesses that advertise regionally or nationally. Contracted certified marketing representatives ("*CMRs*") purchase advertising on behalf of these businesses. Payment for advertising is due when the advertising is published and is received directly from the CMRs, net of the CMRs' commission. The CMRs are responsible for billing and collecting from these businesses. While the Company still has exposure to credit risks, historically, the losses from these clients have been less than that of local SMBs.

The Company does not require collateral for accounts receivable. Credit risk with respect to the balance of accounts receivable is generally diversified due to the number of clients comprising the Company's customer base. No single client accounted for more than 5% of the Company's outstanding accounts receivable as of December 31, 2024 or 2023.

The Company conducts its operations primarily in the United States, Australia, Europe and New Zealand. In 2024, the Company's top ten directories, as measured by revenue, accounted for approximately 2% of total revenue. No single directory or client accounted for more than 1% of the Company's revenue for the years ended December 31, 2024, 2023 and 2022.

Fixed Assets and Capitalized Software

Property, plant and equipment are stated at cost less accumulated depreciation and amortization. The cost of additions and improvements associated with fixed assets are capitalized if they have a useful life in excess of one year. Expenditures for repairs and maintenance, including the cost of replacing minor items that are not considered substantial improvements, are expensed as incurred. When fixed assets are sold or retired, the related cost and accumulated depreciation are deducted from the accounts and any gains or losses on disposition are recognized in the Company's consolidated statements of operations and comprehensive (loss) income. Fixed assets are reviewed for impairment whenever events or changes in circumstances may indicate that the carrying amount of a fixed asset may not be recoverable.

Depreciation of fixed assets and amortization associated with capitalized software, are included in Cost of services, Sales and marketing, and General and administrative expenses on the Company's consolidated statements of operations and comprehensive (loss) income.

Costs associated with internal use software are capitalized during the application development stage, if they have a useful life in excess of one year. Subsequent additions, modifications, or upgrades to internal use software are capitalized only to the extent that they allow the software to perform a task it previously did not perform. Capitalized software is reviewed for impairment whenever events or changes in circumstances may indicate that the carrying amount of a capitalized software may not be recoverable.

The remaining useful lives of fixed assets and capitalized software are reviewed annually for reasonableness. Fixed assets and capitalized software are depreciated on a straight-line basis over the estimated useful lives of the assets, which are presented in the following table:

	Estimated Useful Lives
Buildings and building improvements	8 - 30 years
Leasehold improvements[1]	1 - 8 years
Computer and data processing equipment	3 years
Furniture and fixtures	7 years
Capitalized software	1.5 - 5 years
Other	3 - 7 years

(1) Leasehold improvements are depreciated at the shorter of their estimated useful lives or the lease term. See Note 7, *Fixed Assets and Capitalized Software*.

Leases

The Company determines if an arrangement contains a lease at inception. The Company combines lease and non-lease components for all asset classes, except real estate leases. For real estate leases, consideration is allocated to lease and non-lease components based on a relative standalone price. Leases are included in Other assets, Other current liabilities, and Other liabilities on the Company's consolidated balance sheets and in General and administrative expense in the Company's consolidated statements of operations and comprehensive (loss) income. The Company recognizes lease expense on a straight-line basis over the lease term. Leases with a duration of 12 months or less are not recorded on the balance sheet and the related expense is recorded as incurred.

Right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of the lease payments over the lease term. If applicable, the right-of-use asset may include any initial direct costs incurred, lease payments made prior to the commencement, and is recorded net of any lease incentives received. For these calculations, the Company considers only payments that are fixed or determinable at the time of commencement or any variable payments that depend on an index or a rate.

The Company determines an incremental borrowing rate ("*IBR*") based on the information available at commencement date to calculate the present value of lease payments. The IBR represents the rate of interest estimated that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term in a similar economic environment.

Lease terms may include options to extend or terminate a lease. Renewals are not assumed in the determination of the lease term unless they are deemed to be reasonably certain to be exercised.

Goodwill and Intangible Assets

Goodwill

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the assets acquired net of liabilities assumed, recorded in accordance with ASC 805, *Business Combinations*, ("*ASC 805*"). Goodwill is not amortized, but rather subject to an annual impairment test at the reporting unit level. Management performs its annual goodwill impairment test on October 1 or more frequently if events or changes in circumstances indicate that the goodwill may be impaired.

The Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the reporting unit is less than its carrying amount. Performing a qualitative impairment assessment requires an examination of relevant events and circumstances that could have a negative impact on the carrying value of the Company, such as macroeconomic conditions, industry and market conditions, earnings and cash flows, overall financial performance and other relevant entity-specific events.

If, after assessing the totality of events or circumstances, the Company determines it is not more likely than not that the fair value of the reporting unit is less than its carrying amount, then additional impairment testing is not required. However, if

the Company concludes otherwise, then it is required to perform a quantitative assessment for impairment. If the quantitative assessment indicates that the reporting unit's carrying amount exceeds its fair value, the Company will recognize an impairment charge up to this amount, but not to exceed the total carrying value of the reporting unit's goodwill. The Company uses income and market-based valuation approaches to determine the fair value of its reporting units.

During the third quarter of 2024, the Company made a strategic decision to terminate its Marketing Services solutions by the end of 2028. As a result of this decision, the Company concluded a triggering event had occurred in the Thryv Marketing Services segment. The impairment test resulted in a non-cash impairment charge of $83.1 million during the third quarter of 2024, reducing the goodwill in its Thryv Marketing Services reporting unit to zero. The Company also performed its annual impairment test on goodwill as of October 1, 2024. The annual impairment test concluded that no additional impairment of goodwill had occurred.

See Note 5, *Goodwill and Intangible Assets*.

Intangible Assets

The Company has definite-lived intangible assets consisting of client relationships, trademarks and domain names, and covenants not to compete. These intangible assets are amortized using the income forecast method over their useful lives, with the exception of covenants not to compete which are amortized on a straight-line basis over the terms of the agreements. These assets are allocated to their respective reporting units for impairment review purposes. Whenever events or changes in circumstances indicate the carrying amount of the reporting unit's intangible assets may not be recoverable, an impairment analysis of the reporting unit is completed. An impairment loss, if applicable, is measured as the amount by which the carrying amount of the reporting unit's definite-lived intangible asset exceeds its fair value. The Company uses the estimated future cash flows directly associated with, and that are expected to arise as a result of, the use and eventual disposal of such reporting unit assets in determining fair values of definite-lived intangible assets.

Amortization associated with intangible assets is included in Cost of services, Sales and marketing, and General and administrative expenses on the Company's consolidated statements of operations and comprehensive (loss) income.

The Company's intangible assets and their estimated useful lives are presented in the table below:

	Estimated Useful Lives
Client relationships	3.5 - 8 years
Trademarks and domain names	2.5 - 8 years
Covenants not to compete	3 years

See Note 5, *Goodwill and Intangible Assets,* for additional information.

Pension Obligation

The Company maintains net pension obligations associated with non-contributory defined benefit pension plans that are currently frozen and incur no additional service costs.

Although the plans are frozen, the Company continues to incur interest cost on the projected benefit obligations, offset by an expected return on the fair value of plan assets, which is referred to as net periodic pension cost. In addition, the Company immediately recognizes gains/(losses) associated with changes in fair value of plan assets, and projected benefit obligations that occurred during the year as a component of the total net periodic pension cost. In determining the projected benefit obligations at each reporting period, management makes certain economic and demographic actuarial assumptions, including but not limited to discount rates, lump sum interest rates, retirement rates, termination rates, mortality rates, and payment form/timing. For these assumptions, management consults with actuaries, monitors plan provisions and demographics, and reviews public market data and general economic information. Changes in these assumptions can have a significant impact on the projected benefit obligations, funding requirement, and net periodic pension cost.

The Company sponsors two frozen pension plans for its employees, the Dex Pension Plan and the YP Holdings LLC Pension Plan. The Company also maintains two non-qualified pension plans for certain executives, the Dex One Pension Benefit Equalization Plan and the SuperMedia Excess Pension Plan, which are also frozen plans. Pension assets related to the Company's qualified pension plans, which are held in master trusts and recorded in Pension obligations, net on the

Company's consolidated balance sheets, are valued in accordance with ASC 820, *Fair Value Measurement*. See Note 11, *Pensions*, for additional information.

Income Taxes

The Company accounts for income taxes under the asset and liability method in accordance with ASC 740, *Income Taxes* ("*ASC 740*").

Deferred tax assets or liabilities are recorded to reflect the expected future tax consequences of temporary differences between the financial reporting basis of assets and liabilities and their tax basis at each year-end. These amounts are adjusted as appropriate to reflect enacted changes in tax rates expected to be in effect when the temporary differences reverse.

The likelihood that deferred tax assets can be recovered must be assessed. The Company establishes a valuation allowance to reduce the deferred tax assets when it is more likely than not that some portion or all of the deferred tax assets will not be realized. In this process, certain relevant criteria are evaluated, including prior carryback years, the existence of deferred tax liabilities that can be used to absorb deferred tax assets, tax planning strategies, and taxable income in future years. A valuation allowance is established to offset any deferred income tax assets if, based on the available evidence, it is more likely than not that some or all of the deferred income tax assets will not be realized. The Company has netted deferred tax assets for net operating losses with related unrecognized tax benefits, if such settlement is required or expected in the event the uncertain tax position is disallowed.

The Company establishes reserves for open tax years for uncertain tax positions that may be subject to challenge by various tax authorities. The consolidated tax provision and related accruals include the impact of such reasonably estimable losses and related interest and penalties as deemed appropriate. Tax benefits recognized in the financial statements from uncertain tax positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. The Company's policy is to recognize interest and penalties related to unrecognized tax benefits in (expense) benefit for income taxes in the consolidated statements of operations and comprehensive (loss) income. See Note 14, *Income Taxes,* for additional information.

Foreign Currency

The functional currency of the Company's foreign operating subsidiaries is the local currency. Assets and liabilities denominated in a foreign currency are translated into U.S. dollars at the exchange rates in effect at the balance sheet dates, with the resulting translation adjustments directly recorded to a separate component of accumulated other comprehensive (loss) income. Income and expense accounts are translated at the weighted-average exchange rates during the period.

Transaction gains or losses in currencies other than the functional currency are included as a component of Other income (expense), net in the Company's consolidated statements of operations and comprehensive (loss) income. Transaction losses for the years ended December 31, 2024 and 2023 were $4.1 million and $0.7 million, respectively. Transaction gains for the year ended December 31, 2022 were $1.6 million.

Advertising Costs

Advertising costs, which include media, promotional, branding and online advertising, are included in Sales and marketing expense in the Company's consolidated statements of operations and comprehensive (loss) income and are expensed as incurred. Advertising costs for the Company for the years ended December 31, 2024, 2023 and 2022 were $10.7 million, $14.8 million and $29.3 million, respectively.

Stock-Based Compensation

Under the Company's 2016 Stock Incentive Plan, as amended ("*2016 Plan*"), and the Company's 2020 Incentive Award Plan ("*2020 Plan*"), (together, the "*Stock Incentive Plans*"), the Company has granted stock options, Restricted Stock Units *("RSUs*") and Performance-Based Restricted Stock Units ("*PSUs*").

The Company accounts for all stock options, RSUs and PSUs granted using a fair value method and the compensation expense is based on the fair value of the awards. The fair value of the Company's common stock is the closing price of the stock on the date of the grant. The measurement date for awards is generally the date of the grant. The fair value is recognized on a straight-line basis over the requisite service period (generally three to four years). The Company has elected

to account for forfeitures as they occur as a cumulative adjustment to stock-based compensation expense. See Note 12, *Stock-Based Compensation and Stockholders' Equity,* for additional information.

Earnings per Share

Basic earnings per share is calculated by dividing Net (loss) income (the "*numerator*") by the weighted-average number of common shares outstanding (the "*denominator*") during the reporting period. Diluted earnings per share is calculated by including both the weighted-average number of common shares outstanding and any dilutive common stock equivalents within the denominator (diluted shares outstanding). The Company's common stock equivalents could consist of stock options, RSUs, PSUs, Employee Stock Purchase Plan shares ("*ESPP*") and stock warrants, to the extent any are determined to be dilutive under the treasury stock method. Under the treasury stock method, the assumed proceeds relating to both the exercise price of stock options, RSUs, PSUs, ESPP shares and stock warrants, as well as the average remaining unrecognized fair value of stock options, are used to repurchase common shares at the average fair value price of the Company's common stock during the period. If the number of shares that could be repurchased, exceed the number of shares that could be issued upon exercise, the common stock equivalent is determined to be anti-dilutive. See Note 13, *Earnings per Share,* for additional information.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("*FASB*") issued Accounting Standards Update ("*ASU*") No. 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*" ("*ASU 2023-07*"). ASU 2023-07 requires additional disclosures, including more detailed information about segment expenses about a public entity's reportable segments on an annual and interim basis. The new segment disclosures are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Management reviewed the extent of new disclosures necessary, and has implemented the disclosure updates within the Company's consolidated financial statements. Other than additional disclosures, the Company's adoption of ASU 2023-07 did not have a material impact on its consolidated financial statements. See Note 17, *Segment Information,* for additional information.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2023, the FASB issued ASU No. 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*" ("*ASU 2023-09*"). ASU 2023-09 requires additional disclosures primarily related to the rate reconciliation and income taxes paid information. The new income tax disclosures are effective for fiscal years beginning after December 15, 2024. Management will review the extent of new disclosures necessary in the coming years, prior to implementation in the Company's consolidated financial statements. Other than additional disclosures, the Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, "*Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*" ("*ASU 2024-03*"). ASU 2024-03 requires additional disclosures, in the notes to financial statements, of specified information about certain costs and expenses. The new disclosures are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Management will review the extent of new disclosures necessary in the coming years, prior to implementation in the Company's consolidated financial statements. Other than additional disclosures, the Company does not expect the adoption of ASU 2024-03 to have a material impact on its consolidated financial statements.

Note 2 Revenue Recognition

The Company has determined that each of its print and digital marketing services and SaaS business management tools services is distinct and represents a separate performance obligation. The client can benefit from each service on its own or together with other resources that are readily available to the client. Services are separately identifiable from other promises in the contract. Control over the Company's print services transfers to the client upon delivery of the published directories containing their advertisements to the intended market(s). Therefore, revenue associated with print services is recognized at a point in time upon delivery to the intended market(s). The Company bills customers for print advertising services monthly over the relative contract term. The difference between the timing of recognition of print advertising revenue and monthly billing generates the Company's unbilled receivables balance. The unbilled receivables balance is reclassified as billed accounts receivable through the passage of time as the customers are invoiced each month. SaaS and digital services are

recognized using the series guidance. Under the series guidance, the Company's obligation to provide services is the same for each day under the contract, and therefore represents a single performance obligation. Revenue associated with SaaS and digital services is recognized over time using an output method to measure the progress toward satisfying a performance obligation.

The Company’s primary source of revenue is derived from the following services:

Print Yellow Pages

The Company prints yellow pages that are co-branded with various local telephone service providers. The Company operates as the authorized publisher of print yellow pages in some of the markets where these service providers offer telephone service. The Company holds multiple agreements governing the relationship with each service provider including publishing agreements, branding agreements, and non-competition agreements. Control over the Company’s print services transfers to the client upon delivery of the published directories containing their advertisements to the intended market. Therefore, revenue associated with print services is recognized at a point in time upon delivery to the intended market.

Internet Yellow Pages

IYP services include the creation of clients’ business profile, which is then primarily displayed and operated on the Yellowpages.com®, Superpages.com® and Dexknows.com® platforms domestically, and on Yellowpages.com.au, Whitepages.com.au, Whereis.com, Truelocal.com.au, Yellow.co.nz, Whitepages.co.nz, Finda.co.nz and Tourism.net.nz internationally. IYP services represent a separate performance obligation that is recognized as revenue over time following the series guidance.

Search Engine Marketing

SEM solutions deliver business leads through increased traffic to clients’ websites from Google, Yahoo!, Bing, Yelp and other major engines and directories by increasing visibility and search engine results pages through paid advertising. SEM services represent a separate performance obligation that is recognized as revenue over time following the series guidance.

Other Digital Media Solutions

Other digital media solutions primarily consist of smaller marketing services revenue streams such as online display and social advertising, online presence and video, and SEO tools. SEO optimizes a client’s website and Google profile page with relevant keywords to increase the potential for the client’s business to be found online and ranked higher in organic search engine results. Services within these revenue streams represent separate performance obligations and are recognized as revenue either at a point in time or over time based on the transfer of control.

Thryv Platform

The Company's primary SaaS offerings comprise Thryv®, an all-in-one SMB management platform, which includes Command Center, Business Center, Marketing Center, ThryvPay℠, Thryv Add-Ons, and Keap Automations.

- **Command Center.** Thryv Command Center enables SMBs to centralize all their internal and external communications through a modular, easily expandable, and customizable platform.
- **Business Center.** Thryv Business Center is designed to allow an SMB everything necessary to streamline day-to-day business operations, including customer relationship management, appointment scheduling, estimate and invoice creation, payments, document management, social media content, and online review management.
- **Marketing Center.** Thryv Marketing Center is a fully integrated next generation marketing and advertising platform operated by the end user.
- **ThryvPay**. ThryvPay, is our own branded payment solution that allows users to get paid via credit card and ACH and is tailored to service focused businesses that want to provide consumers safe, contactless, and fast-online payment options.
- **Thryv Add-Ons.** Thryv Add-Ons include AI-assisted website development, SEO tools, Google Business Profile optimization, and Hub by Thryv℠, and Thryv Leads. These optional platform subscription-based add-ons provide a

seamless user experience for our end-users and drive higher engagement within the Thryv Platform, while also producing incremental revenue growth.

- **Keap Automations.** Keap Automations is Thryv's sales and marketing automation engine that helps SMBs efficiently grow. Through Keap's Automation Builder and wide range of integrations, businesses can automate all of their repetitive tasks, campaigns, processes, and tools so their teams can get more done in less time and improve their customer experience.

Revenue for performance obligations related to the Thryv Platform represent separate performance obligations and are recognized as revenue either over time following the series guidance or a point in time.

Disaggregation of Revenue

The Company presents disaggregated revenue based on the type of service within its segment footnote.

Contract Assets and Liabilities

The timing of revenue recognition may differ from the timing of billing to the Company's clients. These timing differences result in receivables, contract assets, or contract liabilities (deferred revenue) as disclosed on the Company's consolidated balance sheets. Contract assets represent the Company's right to consideration when revenue recognized exceeds the receivable from the client because the consideration allocated to fulfilled performance obligations exceeds the Company's right to payment, and the right to payment is subject to more than the passage of time. Contract liabilities represent remaining performance obligations that consist of advance payments and revenue deferrals resulting from the allocation of the consideration to performance obligations. The Company recognizes revenue on all of its remaining performance obligations within the next twelve months. For the year ended December 31, 2024, the Company recognized revenue of $39.6 million that was recorded in Contract liabilities as of December 31, 2023. For the year ended December 31, 2023, the Company recognized revenue of $41.9 million that was recorded in Contract liabilities as of December 31, 2022.

Note 3 Acquisitions

Keap Acquisition

On October 31, 2024, Thryv, Inc. acquired all of the outstanding capital stock of Keap for $76.9 million in cash (net of $7.6 million of cash acquired), subject to adjustment (the *"Keap Acquisition*"). The assets acquired as part of these transactions consisted primarily of $3.0 million in current assets, $8.1 million in fixed assets and capitalized software, $33.3 million in intangible assets, consisting primarily of customer relationships and a trade name, along with $11.1 million in deferred tax assets and $34.4 million in goodwill. The Company also assumed liabilities of $17.8 million, consisting primarily of accrued, contract, and deferred liabilities.

The primary purpose of the Keap Acquisition was to further increase Thryv's market share within the SaaS industry. Keap was founded in 2001 and operates a SaaS e-mail marketing and sales platform for small businesses, including products to manage customers, customer relationship management, marketing and e-commerce. To finance the purchase price, the Company closed an underwritten public offering of 5,715,000 shares of common stock, generating net proceeds of $76.8 million (after deducting underwriting discounts and commissions) and borrowed $5.5 million under its New ABL Facility. Transaction costs expensed as part of the acquisition related costs were recognized in the amount of $3.4 million.

The Company accounted for the Keap Acquisition using the acquisition method of accounting in accordance with ASC 805. This requires that the assets acquired and liabilities assumed are measured at fair value. With the assistance of a third-party valuation firm, the Company determined, using Level 3 inputs (see Note 4, *Fair Value Measurements*), the fair value of certain assets and liabilities, including fixed assets and intangible assets, by applying the income approach and the cost approach. Specific to intangible assets, client relationships were valued using a combination of the income and excess earnings approach, whereas the trade name was valued using a relief of royalty method and assumptions related to Keap's assets acquired and liabilities assumed. The fair values of existing technologies were computed using a relief of royalty approach, similar to the trade name valuation. Specific to non-compete agreements, these agreements were valued using a "*with and without*" analysis, whereby estimates of the non-compete agreements in place were compared to the value without them, with the difference representing the value of the non-compete agreements themselves. The preliminary purchase price allocation is expected to be finalized within 12 months after the Keap Acquisition Date.

Factors that led to goodwill being recognized, per ASC 805, included expected synergies from combining operations of Keap and Thryv within the SaaS segment.

The following table summarizes the consideration transferred and the preliminary purchase price allocation of the fair values of the assets acquired and liabilities assumed at the Keap Acquisition Date:

(in thousands)	
Current assets	$ 3,024
Fixed assets and capitalized software	8,149
Intangible assets:	
Client relationships	27,300
Trademarks and domain names	5,700
Covenants not to compete	300
Deferred tax assets	11,130
Other assets	4,730
Current liabilities	(15,280)
Other liabilities	(2,600)
Goodwill	34,434
Fair value allocated to net assets acquired	$ 76,887

The excess of the purchase price over the fair value of the identifiable net assets acquired and the liabilities assumed was allocated to goodwill. The recognized goodwill of $34.4 million was primarily related to the benefits expected from the Keap Acquisition and was allocated to the SaaS segment. The goodwill recognized is not deductible for income tax purposes.

The Keap Acquisition contributed $13.4 million in revenue and $5.3 million in net loss since the Keap Acquisition Date.

Pro Forma Results (unaudited)

The pro forma combined financial information presented below was derived from historical financial records of Thryv and Keap and presents the operating results of the combined Company, as if the Keap Acquisition had occurred on January 1, 2023. The pro forma data gives effect to historical operating results with adjustments to interest expense, transaction costs, amortization and depreciation expense and related tax effects. The pro forma adjustments primarily consist of $3.4 million of transaction costs and $4.2 million of accelerated amortization expense associated with the Keap headquarters.

The pro forma financial information is not necessarily indicative of the consolidated results of operations that would have been realized had the Keap Acquisition been completed as of January 1, 2023, nor is it meant to be indicative of future results of operations that the combined entity will achieve.

	Years Ended December 31,	
(in thousands) (unaudited)	**2024**	**2023**
Revenue	$ 894,968	$ 1,005,222
Net (loss)	(71,461)	(265,489)

Yellow New Zealand Acquisition

On April 3, 2023, Thryv New Zealand Limited, the Company's wholly-owned subsidiary, acquired Yellow, a New Zealand marketing services company for $8.9 million in cash (net of $1.7 million of cash acquired), subject to certain adjustments (the "*Yellow Acquisition*"). The Yellow Acquisition expanded the Company's market share with a broader geographical footprint and provided the Company with an increase in our clients. Yellow is a provider of marketing solutions serving SMBs in New Zealand. Control was obtained by means of acquiring all the voting interests. The assets acquired consisted primarily of $2.4 million in current assets and $5.6 million in fixed and intangible assets, consisting primarily of customer relationships, trade name, and technology assets, along with $5.1 million in goodwill. The Company also assumed liabilities of $4.7 million, consisting primarily of accrued, contract and deferred liabilities.

The Company accounted for the Yellow Acquisition using the acquisition method of accounting in accordance with ASC 805. This requires that the assets acquired and liabilities assumed are measured at fair value. With the assistance of a third-party valuation firm, the Company determined, using Level 3 inputs (see Note 4, *Fair Value Measurements*), the fair value of certain assets and liabilities, including fixed assets and intangible assets by applying the income approach and the cost approach. Specific to intangible assets, client relationships were valued using a combination of the income and excess earnings approach, whereas trade names were valued using a relief of royalty method and assumptions related to Yellow's assets acquired and liabilities assumed. The fair values of existing technologies were computed using a relief of royalty approach, similar to the trade name valuation.

The following table summarizes the assets acquired and liabilities assumed at the Yellow Acquisition Date:

(in thousands)		
Current assets	$	2,438
Fixed and intangible assets		5,565
Other assets		457
Current liabilities		(3,533)
Other liabilities		(1,159)
Goodwill		5,129
Fair value allocated to net assets acquired	$	8,897

The excess of the purchase price over the fair value of the identifiable net assets acquired and the liabilities assumed was allocated to goodwill. The recognized goodwill of $5.1 million was primarily related to the benefits expected from the acquisition and is allocated to the Thryv International Marketing Services segment. The goodwill recognized is not deductible for income tax purposes.

Pro Forma Results (unaudited)

Pro forma information for the year ended December 31, 2023 was insignificant.

Vivial Acquisition

On January 21, 2022, Thryv, Inc., the Company's wholly-owned subsidiary, acquired Vivial, a marketing and advertising company, for $22.8 million in cash (net of $8.5 million of cash acquired), subject to certain adjustments (the "*Vivial Acquisition*"). The assets acquired as part of these transactions consisted primarily of $27.7 million in current assets and $9.8 million in fixed and intangible assets, consisting primarily of customer relationships and technology assets, $14.5 million in deferred tax assets, along with a $10.9 million bargain purchase gain. The Vivial Acquisition resulted in a bargain purchase gain in part because the seller was motivated to divest its marketing services business that was in secular decline. The Company also assumed liabilities of $20.4 million, consisting primarily of accounts payable and accrued liabilities.

The Company accounted for the Vivial Acquisition using the acquisition method of accounting in accordance with ASC 805. This requires that the assets acquired and liabilities assumed are measured at fair value. With the assistance of a third-party valuation firm, the Company determined, using Level 3 inputs (see Note 4, *Fair Value Measurements*), the fair value of certain assets and liabilities, including fixed assets and intangible assets by applying the income approach and the cost approach. Specific to intangible assets, client relationships were valued using a combination of the income and excess earnings approach, whereas trade names were valued using a relief of royalty method and assumptions related to Vivial's assets acquired and liabilities assumed.

The following table summarizes the assets acquired and liabilities assumed at the Vivial Acquisition Date:

(in thousands)		
Current assets	$	27,705
Fixed and intangible assets		9,759
Deferred tax assets		14,530
Other assets		2,103
Current liabilities		(18,775)
Other liabilities		(1,646)
Bargain purchase gain		(10,883)
Fair value allocated to net assets acquired, net of bargain purchase gain	$	22,793

The deferred tax asset primarily relates to excess carryover tax basis over book basis in intangibles as a result of the assessment of the fair value of the assets and liabilities assumed using the acquisition method of accounting.

Note 4 Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to settle a liability in an orderly transaction between market participants at the measurement date. To increase the comparability of fair value measures, the following hierarchy prioritizes the inputs to valuation methodologies used to measure fair value:

Level 1 — Quoted prices in active markets for identical assets or liabilities.
Level 2 — Inputs, other than quoted prices in active markets, that are observable either directly or indirectly.
Level 3 — Unobservable inputs that reflect the Company's own assumptions incorporated into valuation techniques.
These valuations require significant judgment.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. When there is more than one input at different levels within the hierarchy, the fair value is determined based on the lowest level input that is significant to the fair value measurement in its entirety. Assessment of the significance of a particular input to the fair value measurement in its entirety requires substantial judgment and consideration of factors specific to the asset or liability. Level 3 inputs are inherently difficult to estimate. Changes to these inputs can have a significant impact on fair value measurements. Assets and liabilities measured at fair value using Level 3 inputs are based on one or more of the following valuation techniques: market approach, income approach or cost approach.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

The Company’s non-financial assets such as goodwill, intangible assets, fixed assets, capitalized software and operating lease right-of-use assets are adjusted to fair value when the net book values of the assets exceed their respective fair values, resulting in an impairment charge. Such fair value measurements are predominantly based on Level 3 inputs.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

Indemnification Asset

On June 30, 2017, the Company completed the acquisition of YP Holdings, Inc. (the “*YP Acquisition*”). As further discussed in Note 15, *Contingent Liabilities*, as part of the YP Acquisition agreement, the Company was indemnified for an uncertain tax position for up to the fair value of 1,804,715 shares held in escrow, subject to certain contract limitations (the *“indemnification asset”*).

On June 22, 2023, the Company entered into a settlement agreement with the sellers regarding the settlement of the indemnification asset. Pursuant to the settlement agreement, the Company and the sellers agreed (i) that the sellers would pay and indemnify the Company for $15.8 million of indemnified taxes (the *"Indemnity Amount"*) and (ii) that the Indemnity Amount would be deemed satisfied by the transfer of 613,954 outstanding shares of the Company's common stock from the sellers back to the Company, which were returned to treasury and reduced the number of outstanding shares of the Company's common stock. Furthermore, the sellers would be entitled to retain 1,190,761 currently outstanding shares of the Company's common stock that previously secured the sellers' tax indemnity obligations under the YP Acquisition agreement.

As of December 31, 2024 and December 31, 2023, the Company no longer recorded a Level 1 indemnification asset because it was settled on June 22, 2023. A loss of $10.7 million from the change in fair value of the Company's Level 1 indemnification asset during the year ended December 31, 2023 was recorded in General and administrative expense on the Company's consolidated statements of operations and comprehensive (loss) income. The $15.8 million Indemnity Amount, which is the fair value of the shares returned to treasury, was recorded in Treasury stock on the Company's consolidated balance sheets, along with the 613,954 shares that the Company received from the sellers, as of December 31, 2023.

Benefit Plan Assets

The fair value of benefit plan assets is measured and recorded on the Company's consolidated balance sheets using Level 1 and 2 inputs. See Note 11, *Pensions*.

Fair Value of Financial Instruments

The Company considers the carrying amounts of cash, trade receivables, and accounts payable to approximate fair value because of the relatively short period of time between the origination of these instruments and their expected realization or payment.

Additionally, the Company considers the carrying amounts of its New ABL Facility and Prior ABL Facility (as defined in Note 10, *Debt Obligations*) and financing obligations to approximate their respective fair values due to their short-term nature and approximation of interest rates to market rates. These fair value measurements are considered Level 2. See Note 10, *Debt Obligations*.

The New Term Loan and Prior Term Loan (as defined in Note 10, *Debt Obligations*) is carried at amortized cost; however, the Company estimates the fair value of the New Term Loan and Prior Term Loan for disclosure purposes. The fair values of the New Term Loan and Prior Term Loan are determined based on quoted prices that are observable in the marketplace and are classified as Level 2 measurements. See Note 10, *Debt Obligations*.

The following table sets forth the carrying amounts and fair values of the New Term Loan and Prior Term Loan:

	December 31, 2024		December 31, 2023	
(in thousands)	**Carrying Amount**	**Fair Value**	**Carrying Amount**	**Fair Value**
New Term Loan, net	$ 260,446	$ 264,353	$ —	$ —
Prior Term Loan, net	$ —	$ —	$ 300,052	$ 300,052

Note 5 Goodwill and Intangible Assets

Goodwill

The Company had goodwill of $253.3 million, net of accumulated impairment loss of $1,166.7 million as of December 31, 2024, and goodwill of $302.4 million, net of accumulated impairment loss of $1,083.6 million as of December 31, 2023. Accumulated impairment loss is only related to the Thryv Marketing Services reporting unit. As of December 31, 2024, the Company had $28.7 million of tax deductible goodwill.

The Company currently has two reporting units. Accordingly, the Company assessed its goodwill for impairment under a two reporting unit structure as of October 1, 2024.

Goodwill Impairment

Management performs its annual goodwill impairment test on October 1 or more frequently if events or changes in circumstances indicate that the goodwill may be impaired.

The goodwill impairment test requires measurement of the fair value of the Company's reporting units, which is compared to the carrying value of the reporting units, including goodwill. Each reporting unit is valued using a discounted cash flow model which requires estimating future cash flows expected to be generated from the reporting unit, discounted to their present value using a risk-adjusted discount rate. Terminal values are also estimated and discounted to their present value. Assessing the recoverability of goodwill requires estimates and assumptions about revenue, operating margins, growth rates and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data. There are inherent uncertainties related to these factors and management’s judgment in applying these factors.

In the first quarter of 2024, the Company changed its reporting structure from four to two reporting units. Accordingly, the Company assessed its goodwill for impairment under a four reporting unit structure prior to the assessment. Upon completion of this assessment, the Company determined that no impairment existed. Subsequent to this review and after allocating goodwill to the new reporting units based on relative fair value, the Company reassessed goodwill for impairment at the new reporting unit level (i.e., the Marketing Services and SaaS reporting units). Based upon each of these assessments, the Company determined no impairment existed for either of the Company's reporting units.

Based on the initial success of client conversions from digital Marketing Services solutions to SaaS offerings, the Company made a strategic decision during the third quarter of 2024 to terminate its Marketing Services solutions by the end of 2028. This strategic decision resulted in an additional accelerated decline in estimated future cash flows from Marketing Services, partially offset by operating cost savings from terminating our Marketing Services solutions, and the Company concluded a triggering event had occurred in the Thryv Marketing Services reporting unit during the third quarter of 2024. As a result, the Company recorded a non-cash impairment charge of $83.1 million during the third quarter of 2024, reducing the goodwill in its Thryv Marketing Services reporting unit to zero.

The Company engaged a third-party valuation firm to assist it in the development of the assumptions and the Company’s determination of the fair value of its reporting units for this interim impairment test. The estimated fair value of Thryv’s Marketing Services reporting unit was below its carrying value, including goodwill. The historical secular decline in industry demand for Print services, the historical trending decline in the Company’s Marketing Services client base, continued competition in the consumer search and display space and the projected decline in cash flows from an estimated conversion of certain clients from digital Marketing Services solutions to SaaS offerings impacted the assumptions used to estimate the discounted future cash flows of the Thryv’s Marketing Services reporting unit for purposes of performing the goodwill impairment test.

The fair value of the Company's SaaS reporting unit significantly exceeded its carrying value.

The Company performed a qualitative assessment as of October 1, 2024 and determined that it was not more likely than not that the fair value of the SaaS reporting unit was less than its carrying value and that no impairment existed. Additionally, the Company concluded that an impairment triggering event did not occur during the three months ended December 31, 2024.

During the year ended December 31, 2023, the Company recorded goodwill impairment charges of $268.8 million in its Thryv Marketing Services reporting unit. During the year ended December 31, 2022, the Company recorded a goodwill impairment charge of $102.0 million in its Thryv Marketing Services reporting unit.

The following table sets forth the changes in the carrying amount of goodwill for each of the Company's reporting units for the years ended December 31, 2024 and 2023:

(in thousands)	Thryv Marketing Services	Thryv SaaS	Total
Balance as of December 31, 2022	$ 347,120	$ 218,884	$ 566,004
Yellow Acquisition [1]	5,129	—	5,129
Impairments	(268,800)	—	(268,800)
Effects of foreign currency translation	67	—	67
Balance as of December 31, 2023	$ 83,516	$ 218,884	$ 302,400
Keap Acquisition [2]	—	34,434	34,434
Impairments	(83,094)	—	(83,094)
Effects of foreign currency translation	(422)	—	(422)
Balance as of December 31, 2024	$ —	$ 253,318	$ 253,318

[1] Yellow was included in the Thryv Marketing Services reporting unit.

[2] Keap was included in the Thryv SaaS reporting unit.

Intangible Assets

The Company had definite-lived intangible assets of $34.3 million and $18.8 million as of December 31, 2024 and 2023, respectively.

As a result of our strategic decision to terminate our Marketing Services solutions by the end of 2028, the Company evaluated its intangible assets and other long-lived assets for impairment during the third quarter of 2024, all within the Marketing Services reporting unit. Based on the Company's analysis, the carrying values of the Company's definite-lived intangible assets and other long-lived assets were determined to be recoverable, and no impairment was recognized. Accordingly, no impairment charges were recorded during the years ended December 31, 2024 and 2023, respectively.

The following tables set forth the details of the Company's intangible assets as of December 31, 2024 and 2023:

	As of December 31, 2024			
(in thousands)	Gross	Accumulated Amortization	Net	Weighted Average Remaining Amortization Period in Years
Client relationships	$ 818,781	$ (790,891)	$ 27,890	7.4
Trademarks and domain names	228,021	(221,936)	6,085	7.4
Covenants not to compete	5,221	(4,937)	284	0.5
Total intangible assets	$ 1,052,023	$ (1,017,764)	$ 34,259	7.4

	As of December 31, 2023			
(in thousands)	Gross	Accumulated Amortization	Net	Weighted Average Remaining Amortization Period in Years
Client relationships	$ 799,882	$ (787,736)	$ 12,146	1.4
Trademarks and domain names	224,423	(220,886)	3,537	1.9
Covenants not to compete	10,446	(7,341)	3,105	0.8
Total intangible assets	$ 1,034,751	$ (1,015,963)	$ 18,788	1.4

Amortization expense for intangible assets for the years ended December 31, 2024, 2023, and 2022 was $16.0 million, $25.5 million, and $51.5 million, respectively.

Estimated aggregate future amortization expense by fiscal year for the Company's intangible assets is as follows:

(in thousands)	Estimated Future Amortization Expense
2025	$ 8,300
2026	5,930
2027	4,583
2028	4,223
2029	3,762
Thereafter	7,461
Total	$ 34,259

Note 6 Allowance for Credit Losses

The following table sets forth the Company's allowance for credit losses:

(in thousands)	2024	2023	2022
Balance as of January 1	$ 14,961	$ 14,799	$ 17,475
Additions [1]	16,882	18,664	16,516
Deductions [2]	(18,763)	(18,502)	(19,192)
Balance as of December 31 [3]	$ 13,080	$ 14,961	$ 14,799

(1) For the years ended December 31, 2024, 2023, and 2022, the Company recorded a provision for credit losses of $16.9 million, $18.7 million, and $16.5 million, respectively, which is included in General and administrative expense in the Company's consolidated statements of operations and comprehensive (loss) income.

(2) For the years ended December 31, 2024, 2023, and 2022, represents amounts written off as uncollectible, net of recoveries.

(3) As of December 31, 2024, and 2023, $13.1 million, and $14.9 million of the allowance is attributable to Accounts receivable, respectively. For both periods, less than $0.1 million is attributable to Contract assets. The Company expects to collect substantially all of its long-term unbilled balance.

The Company’s exposure to expected credit losses depends on the financial condition of its clients and other macroeconomic factors. The Company maintains an allowance for credit losses based upon its estimate of potential credit losses. This allowance is based upon historical and current client collection trends, any identified client-specific collection issues, and current as well as expected future economic conditions and market trends.

Note 7 Fixed Assets and Capitalized Software

The following table sets forth the components of the Company's fixed assets and capitalized software:

(in thousands)	December 31, 2024	December 31, 2023
Capitalized software	$ 187,721	$ 154,590
Computer and data processing equipment	36,224	39,077
Other	1,268	1,314
Fixed assets and capitalized software	$ 225,213	$ 194,981
Less: accumulated depreciation and amortization	180,735	156,382
Total fixed assets and capitalized software, net	$ 44,478	$ 38,599

Depreciation and amortization expense associated with the Company's fixed assets and capitalized software was as follows:

	Years Ended December 31,		
(in thousands)	2024	2023	2022
Amortization of capitalized software	$ 30,905	$ 30,087	$ 29,882
Depreciation of fixed assets	5,888	7,709	6,976
Total depreciation and amortization expense	$ 36,793	$ 37,796	$ 36,858

Note 8 Accrued Liabilities

The following table sets forth additional financial information related to the Company's accrued liabilities:

(in thousands)	December 31, 2024	December 31, 2023
Accrued salaries and related expenses	$ 52,144	$ 57,357
Accrued expenses	38,513	39,714
Accrued taxes	4,805	8,832
Accrued liabilities	$ 95,462	$ 105,903

The following table sets forth additional information related to severance expense incurred by the Company and recorded to General and administrative expense during the periods presented:

	Years Ended December 31,		
(in thousands)	2024	2023	2022
Severance Expense			
Thryv Marketing Services	$ 7,347	$ 4,148	$ 2,813
Thryv SaaS	5,321	1,686	678
Total	$ 12,668	$ 5,834	$ 3,491

Severance payments made by the Company during the years ended December 31, 2024, 2023, and 2022 totaled $9.1 million, $4.6 million, and $2.6 million, respectively.

Note 9 Leases

The Company has entered into operating lease agreements for certain facilities and equipment, with remaining terms of approximately one to two years and that may include options to extend. The Company does not have lease agreements with residual value guarantees or material restrictive covenants. Variable lease payments included in the lease agreements are immaterial.

During the years ended December 31, 2024 and 2023, the Company recorded no operating lease right-of-use asset impairment charges.

During the year ended December 31, 2022, the Company recorded operating lease right-of-use asset impairment charges of $0.2 million due to the Company's decision to consolidate operations at certain locations. Approximately $0.2 million and less than $0.1 million of the impairment charge was recorded in the Thryv Marketing Services and Thryv SaaS segments, respectively.

During the fourth quarter of 2024, the Company announced its intent to partially abandon the Keap headquarters office building in Chandler, Arizona ("*Chandler*") as of December 2024. As a result, during the year ended December 31, 2024, the Company recorded $4.2 million of accelerated amortization costs related to this partial abandonment of the Chandler office building, which currently has a lease end date of December 31, 2026.

These operating lease right-of-use assets were remeasured at fair value based upon the discounted cash flows of estimated sublease income using market participant assumptions. These fair value measurements are considered Level 3.

The following table sets forth components of lease cost related to the Company's operating leases:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Operating lease cost	$ 3,023	$ 5,201	$ 9,087
Short-term lease cost	2,543	154	1,854
Sublease income	—	(1,348)	(2,389)
Total lease cost	$ 5,566	$ 4,007	$ 8,552

The following table sets forth supplemental balance sheet information related to the Company's operating leases:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Assets		
Operating lease right-of-use assets, net [1]	$ 2,423	$ 2,716
Liabilities		
Current portion of long-term lease liability [2]	7,849	7,299
Long-term lease liability [3]	2,806	5,832
Total operating lease liability	$ 10,655	$ 13,131

(1) Operating lease right-of-use assets, net, are included in Other assets on the Company's consolidated balance sheet.

(2) The current portion of long-term lease liability is included in Other current liabilities on the Company's consolidated balance sheet.

(3) The long-term lease liability is included in Other liabilities on the Company's consolidated balance sheet.

The following table sets forth supplemental cash flow information related to the Company's operating leases:

(in thousands)	Years Ended December 31, 2024	2023	2022
Cash flows from operating activities			
Cash paid for amounts included in the measurement of operating lease liabilities:			
Operating cash flows from operating leases	$ 9,301	$ 11,997	$ 15,313
Supplemental lease cash flow disclosure			
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 5,904	$ —	$ —

The following table sets forth additional information related to the Company's operating leases:

	Years Ended December 31, 2024	2023	2022
Weighted-average remaining lease term - Operating leases *(in years)*	1.5	1.7	2.3
Weighted-average discount rate - Operating leases	8.9 %	9.0 %	9.0 %

The following table sets forth, by year, the maturities of operating lease liabilities as of December 31, 2024:

(in thousands)	Operating Leases
2025	$ 8,855
2026	2,841
2027	83
2028	—
2029	—
Thereafter	—
Total undiscounted lease payments	$ 11,779
Less: imputed interest	1,124
Present value of operating lease liability	$ 10,655

Note 10 Debt Obligations

The following table sets forth the Company's outstanding debt obligations as of December 31, 2024 and 2023:

(in thousands)	Maturity	Interest Rate	December 31, 2024	December 31, 2023
New Term Loan	May 1, 2029	SOFR + 6.75%	$ 271,250	$ —
Prior Term Loan	March 1, 2026	SOFR + 8.5%	—	309,368
New ABL Facility	May 1, 2028	SOFR + 2.50% - 2.75%	23,891	—
Prior ABL Facility	March 1, 2026	SOFR + 3.0%	—	48,845
Unamortized original issue discount and debt issuance costs			(10,804)	(9,316)
Total debt obligations			$ 284,337	$ 348,897
Current portion of Term Loan			(13,125)	(70,000)
Total long-term debt obligations			$ 271,212	$ 278,897

New Term Loan

On May 1, 2024, the Company entered into a new Term Loan Credit Agreement (the "*New Term Loan*"), the proceeds of which were used to refinance and pay off in full the Company's previous term loan facility (the "*Prior Term Loan*" and together with the New Term Loan, the "*Term Loan*") and to pay fees and expenses related to the refinancing.

The New Term Loan established a senior secured term loan facility (the "*New Term Loan Facility*") in an aggregate principal amount equal to $350.0 million, of which 40.0% was held by a related party who was an equity holder of the Company as of May 1, 2024. The Company defines a related party as any shareholder owning more than 5% of the Company's voting securities. As of December 31, 2024, 40.0% of the New Term Loan was held by a related party who was an equity holder of the Company as of that date.

The New Term Loan Facility matures on May 1, 2029 and borrowings under the New Term Loan Facility bear interest at a fluctuating rate per annum equal to, at the Company's option, SOFR or base rate, in each case, plus an applicable margin per annum equal to (i) 6.75% (for SOFR loans) and (ii) 5.75% (for base rate loans). The New Term Loan Facility requires mandatory amortization payments, paid quarterly commencing June 30, 2024, equal to (i) $52.5 million per year for the first two years following the closing date of the New Term Loan, and (ii) $35.0 million per year thereafter. As a result of $39.4 million of prepayments made during the year ended December 31, 2024, the Company's mandatory amortization payments for the next 12 months total $13.1 million.

The New Term Loan, which was incurred by Thryv, Inc., the Company's operating subsidiary, is secured by all the assets of Thryv, Inc., certain of its subsidiaries and the Company, and is guaranteed by the Company and certain of its subsidiaries.

The net proceeds from the New Term Loan of $337.5 million (net of original issue discount costs of $6.3 million and third-party fees of $6.2 million) were used to repay the remaining $300.0 million outstanding principal balance of the Prior Term Loan, accrued interest of $3.8 million, and third-party fees of $0.6 million. The Company accounted for this transaction as a modification for lenders that were party to both the Prior Term Loan and New Term Loan. The debt of the new lenders that were party to the New Term Loan are new issuances, while the other lenders that were party to only the Prior Term Loan were accounted for as an extinguishment.

Accordingly, total third-party fees paid were $6.2 million, of which $2.0 million was immediately charged to General and administrative expense on the Company's consolidated statement of operations and comprehensive (loss) income. The remaining third-party fees of $4.2 million were deferred as debt issuance costs and will be amortized to interest expense, over the term of the New Term Loan, using the effective interest method. Additionally, there were unamortized debt issuance costs which includes third-party fees and original issue discount costs of $7.8 million on the Prior Term Loan, of which $5.4 million was written off and recorded as a loss on early extinguishment of debt on the Company's consolidated statement of operations and comprehensive (loss) income. The remaining unamortized debt issuance costs of $2.4 million were deferred as debt issuance costs and will be amortized to interest expense, over the term of the New Term Loan, using the effective interest method.

The Company has recorded accrued interest of $0.3 million and $1.1 million as of December 31, 2024 and December 31, 2023, respectively. Accrued interest is included in Other current liabilities on the Company's consolidated balance sheets.

New Term Loan Covenants

The New Term Loan Facility contains certain covenants that, subject to exceptions, limit or restrict the Company's ability to, among others, incur additional indebtedness, guarantees and liens; make investments, loans and advances; dispose of assets and make sale-leaseback transactions; enter into swap agreements; make payments of dividends and other distributions; make payments in respect of certain indebtedness; enter into certain affiliate transactions and restrictive amendments to certain agreements; change its lines of business; amend certain material documents; consummate certain mergers, consolidations and liquidations; and use the proceeds of the term loans.

Additionally, the Company is required to maintain compliance with (a) a maximum "Total Net Leverage Ratio", calculated as the ratio of "Consolidated Total Net Indebtedness" to "Consolidated EBITDA" (in each case, as defined in the New Term Loan), which shall not be 3.0 to 1.0 as of the last day of each fiscal quarter and (b) a minimum "SaaS Revenue" (as defined in the New Term Loan), which shall not be less than the quarterly thresholds set forth in the New Term Loan Agreement as of the last day of each fiscal quarter. As of December 31, 2024, the Company was in compliance with its New Term Loan covenants. The Company also expects to be in compliance with these covenants for the next twelve months.

New ABL Facility

On May 1, 2024, the Company entered into a new Credit Agreement (the "*ABL Credit Agreement*"), which established a new $85.0 million asset-based revolving loan facility (the "*New ABL Facility*"). The New ABL Facility refinanced the Company's previous asset-based revolving loan facility (the "*Prior ABL Facility*" and together with the New ABL Facility, the "*ABL Facility*"). Proceeds of the New ABL Facility may be used by the Company for ongoing general corporate purposes and working capital.

The New ABL Facility matures on May 1, 2028 and borrowings under the New ABL Facility bear interest at a fluctuating rate per annum equal to, at the Company's option, SOFR or base rate, in each case, plus an applicable margin per annum, depending on the average excess availability under the New ABL Facility, equal to (i) 2.50% to 2.75% (for SOFR loans) and (ii) 1.50% to 1.75% (for base rate loans). The fee for undrawn commitments under the New ABL Facility is equal to 0.375% per annum.

The Company accounted for this transaction as an extinguishment of the Prior ABL Facility. Total third-party fees and lender fees of $1.3 million associated with the New ABL Facility, were deferred as debt issuance costs and will be amortized as interest expense, over the term of the New ABL Facility. Additionally, the unamortized debt issuance costs associated with the Prior ABL Facility of $1.2 million, were written off and recorded as a loss on early extinguishment of debt on the Company's consolidated statement of operations and comprehensive (loss) income.

As of December 31, 2024 and December 31, 2023, the Company had debt issuance costs with a remaining balance of $1.1 million and $1.4 million, respectively. These debt issuance costs are included in Other assets on the Company's consolidated balance sheets.

As of December 31, 2024, the Company had borrowing base availability of $56.9 million. As a result of certain restrictions in the Company's debt agreements, as of December 31, 2024, approximately $46.5 million was available to be drawn upon under the New ABL Facility.

New ABL Facility Covenants

The ABL Credit Agreement contains certain covenants that, subject to exceptions, limit or restrict the Company's ability to, among others, incur additional indebtedness, guarantees and liens; make investments, loans and advances; dispose of assets and make sale-leaseback transactions; enter into swap agreements; make payments of dividends and other distributions; make payments in respect of certain indebtedness; enter into certain affiliate transactions and restrictive amendments to certain agreements; change its lines of business; amend certain material documents; consummate certain mergers, consolidations and liquidations; and use the proceeds of the revolving loans.

Additionally, the Company is required to maintain compliance with (a) a minimum "Fixed Charge Coverage Ratio", calculated as the ratio of "Consolidated EBITDA" minus unfinanced capital expenditures to "Fixed Charges" (in each case, as defined in the ABL Credit Agreement), which shall not be less than 1.0 to 1.0 as of the last day of each fiscal quarter and (b) a minimum "Excess Availability" (as defined in the ABL Credit Agreement) of at least $8.5 million at all times. As of December 31, 2024, the Company was in compliance with its ABL Credit Agreement covenants. The Company also expects to be in compliance with these covenants for the next twelve months.

Future Cash Commitments

The following table sets forth future cash commitments associated with the Company's New Term Loan and New ABL Facility:

(in thousands)	**Debt Obligations**
2025	$ 13,125
2026	39,375
2027	35,000
2028	58,891
2029	148,750
Total future cash commitments	$ 295,141

Note 11 Pensions

The Company maintains pension obligations associated with non-contributory defined benefit pension plans that are currently frozen and incur no additional service costs.

The Company immediately recognizes actuarial gains and losses in its operating results in the year in which the gains and losses occur. The Company estimates the interest cost component of net periodic pension cost by utilizing a full yield curve approach and applying the specific spot rates along the yield curve used in the determination of the benefit obligations of the relevant projected cash flows. This method provides a more precise measurement of interest costs by improving the correlation between projected cash flows to the corresponding spot yield curve rates.

Net Periodic Pension Benefit

The following table details the Other components of net periodic pension benefit for the Company's pension plans:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Interest cost	$ 19,295	$ 21,386	$ 14,017
Expected return on assets	(12,971)	(13,752)	(13,534)
Settlement gain	—	(407)	(1,492)
Remeasurement gain	(31,130)	(9,946)	(43,603)
Net periodic pension benefit	$ (24,806)	$ (2,719)	$ (44,612)

Since all pension plans are frozen and no employees accrue future pension benefits under any of the pension plans, the rate of compensation increase assumption is no longer applicable. The Company determines the weighted-average discount rate by applying a yield curve comprised of the yields on several hundred high-quality, fixed income corporate bonds available on the measurement date to expected future benefit cash flows.

The following table sets forth the weighted-average assumptions used for determining the Company's net periodic pension cost benefit:

	Years Ended December 31,		
	2024	**2023**	**2022**
Pension benefit obligations discount rate	4.95 %	5.14 %	2.77 %
Interest cost discount rate	4.90 %	5.10 %	2.37 %
Expected return on plan assets, net of administrative expenses	4.08 %	4.04 %	3.18 %
Interest crediting rate	3.51 %	3.02 %	3.02 %
Rate of compensation expense increase	N/A	N/A	N/A

The following table sets forth the weighted-average assumptions used for determining the Company's pension benefit obligations:

	Years Ended December 31,	
	2024	**2023**
Pension benefit obligations discount rate	5.52 %	4.95 %
Interest crediting rate	3.76 %	3.51 %
Rate of compensation increase	N/A	N/A

Pension Benefit Obligations and Plan Assets

The following table summarizes the benefit obligations, plan assets, and funded status associated with the Company's pension and benefit plan:

(in thousands)	2024	2023
Change in Benefit Obligations		
Balance as of January 1	$ 408,950	$ 444,899
Interest cost	19,295	21,386
Actuarial (gain) loss, net	(28,103)	501
Benefits paid	(33,306)	(57,836)
Balance as of December 31	$ 366,836	$ 408,950
Change in Plan Assets		
Balance as of January 1	$ 339,046	$ 371,498
Plan contributions	6,545	778
Actual return on plan assets, net of administrative expenses	15,998	24,605
Benefits paid	(33,306)	(57,835)
Balance as of December 31	$ 328,283	$ 339,046
Funded Status as of December 31 (plan assets less benefit obligations)	$ (38,553)	$ (69,904)

The accumulated obligations for all defined pension plans was $366.8 million and $409.0 million as of December 31, 2024 and 2023, respectively.

The following table sets forth cash contributions made by the Company to its qualified and non-qualified plans during the years ended December 31, 2024, 2023 and 2022:

	Years Ended December 31,		
(in thousands)	2024	2023	2022
Qualified plans	$ 6,000	$ —	$ 22,500
Non-qualified plans	515	778	742

For fiscal year 2025, the Company expects to contribute approximately $6.0 million to the qualified plans and approximately $0.5 million to the non-qualified plans.

The net actuarial gain in the benefit obligations of $31.1 million for the year ended December 31, 2024 was a result of gains attributable to increasing discount rates due to changes in corporate bond markets, actuarial assumption updates to reflect recent plan experience and current market conditions, plan experience different than expected, and actual asset performance exceeding expectations.

The following table sets forth the amounts associated with pension plans recognized within Pension obligations, net on the Company's consolidated balance sheets:

(in thousands)	December 31, 2024	December 31, 2023
Current liabilities	$ (539)	$ (516)
Long-term liabilities	(38,014)	(69,388)
Total pension liability as of December 31	$ (38,553)	$ (69,904)

The following table sets forth the amounts associated with the Company's pension plans that have accumulated pension obligations greater than plan assets (underfunded):

(in thousands)	December 31, 2024	December 31, 2023
Accumulated benefit obligations	$ 320,242	$ 408,950
Projected benefit obligations	320,242	408,950
Plan assets	280,325	339,046

Expected Cash Flows

The following table sets forth the Company's expected future pension benefit payments*:*

(in thousands)	Expected Future Pension Benefit Payments
2025	$ 41,217
2026	37,762
2027	36,220
2028	35,129
2029	33,433
2030 to 2034	148,846

Pension Plan Assets

The Company's overall investment strategy is to achieve a mix of assets, allowing it to meet projected benefits payments while taking into consideration expected levels of risk and return. Depending on perceived market pricing and various other factors, both active and passive approaches are utilized.

The following tables set forth the fair values of the Company's pension plan assets by asset category:

	December 31, 2024			
(in thousands)	Total	Level 1 (Quoted Market Prices in Active Markets)	Level 2 (Significant Observable Input)	Level 3 (Unobservable Inputs)
Cash and cash equivalents	$ 8,833	$ 8,833	$ —	$ —
Equity funds	77,614	77,614	—	—
U.S. treasuries and agencies	18,044	—	18,044	—
Corporate bond funds	138,680	138,680	—	—
Total	$ 243,171	$ 225,127	$ 18,044	$ —
Hedge funds-investments measured at net asset value (“*NAV*”) as a practical expedient	85,112			
Total plan assets	$ 328,283			

	December 31, 2023			
	Total	Level 1 (Quoted Market Prices in Active Markets)	Level 2 (Significant Observable Input)	Level 3 (Unobservable Inputs)
Cash and cash equivalents	$ 3,475	$ 3,475	$ —	$ —
Equity funds	32,540	32,540	—	—
U.S. treasuries and agencies	31,229	—	31,229	—
Corporate bond funds	189,697	189,697	—	—
Total	$ 256,941	$ 225,712	$ 31,229	$ —
Hedge funds-investments measured at NAV as a practical expedient	82,105			
Total plan assets	$ 339,046			

Cash and cash equivalents are comprised of cash and high-grade money market instruments with short-term maturities. Equity funds are mutual funds invested in equity securities. U.S. treasuries and agencies are fixed income investments in U.S. government or agency securities. Corporate bonds are mutual fund investments in corporate debt. Hedge funds are private investment vehicles that use a variety of investment strategies with the objective of providing positive total returns regardless of market performance.

Pension Plan Hedge Fund Investments

The Company's hedge fund investments are made through limited partnership interests in various hedge funds that employ different trading strategies. Examples of strategies followed by hedge funds include directional strategies, relative value strategies and event driven strategies. A directional strategy entails taking a net long or short position in a market. Relative value seeks to take advantage of mis-pricing between two related and often correlated securities with the expectation that the pricing discrepancy will be resolved over time. Relative value strategies typically involve buying and selling related securities. An event driven strategy uses different investment approaches to profit from reactions to various events. Typically, events can include acquisitions, divestitures or restructurings that are expected to affect individual companies and may include long and short positions in common and preferred stocks, as well as debt securities and options. The Company has no unfunded commitments to these investments and has redemption rights with respect to its investments that range up to three years.

The Company uses NAV to determine the fair value of all the underlying investments which do not have a readily determinable fair market value, and either have the attributes of an investment company or prepare their financial statements consistent with the measurement principles of an investment company. As of December 31, 2024 and 2023, the Company used NAV to value its hedge fund investments.

The following table sets forth the weighted asset allocation percentages for the pension plans by asset category:

	December 31,	
	2024	2023
Cash and cash equivalents	2.7 %	1.0 %
U.S. treasuries and agencies, corporate bond funds, and other fixed income	47.7 %	65.2 %
Equity funds	23.6 %	9.6 %
Hedge funds	25.9 %	24.2 %
Total	100.0 %	100.0 %

Prospective Pension Plan Investment Strategy

The Company uses a liability driven investment ("*LDI*") strategy, and as part of the strategy, the Company may invest in hedge fund investments, fixed income investments, equity investments and will hold an adequate amount of cash and cash equivalents to meet daily pension obligations.

Expected Rate of Return for Pension Assets

The expected rate of return for the pension assets represents the average rate of return to be earned on plan assets over the period the benefits are expected to be paid. The expected rate of return on the plan assets is developed from the expected future return on each asset class, weighted by the expected allocation of pension assets to that asset class. Historical performance is considered for the types of assets in which the plan invests. Independent market forecasts and economic and capital market considerations are also utilized.

For 2025, the expected rates of return, net of administrative expenses, for the Dex Pension Plan and the YP Holdings LLC Pension Plan are 5.0% and 5.9%, respectively, with a weighted-average expected rate of return of 5.2%. In 2024, the actual rates of return on assets for the Dex Pension Plan and the YP Holdings LLC Pension Plan were 6.0% and (1.0)%, respectively. In 2023, the actual rates of return on assets for the Dex Pension Plan and the YP Holdings LLC Pension Plan were 7.2% and 6.9%, respectively.

Savings Plan Benefits

The Company sponsors a defined contribution savings plan to provide opportunities for eligible employees to save for retirement. Substantially all of the Company's employees are eligible to participate in the plan. Participant contributions may be made on a pre-tax, after-tax, or Roth basis. Under the plan, a certain percentage of eligible employee contributions are matched with Company cash contributions that are allocated to the participants' current investment elections. The Company recognizes its contributions as savings plan expense based on its matching obligation to participating employees. For the years ended December 31, 2024, 2023 and 2022, the Company recorded total savings plan expense of $7.7 million, $9.0 million, and $9.2 million, respectively.

Note 12 Stock-Based Compensation and Stockholders' Equity

The Stock Incentive Plans provide for several forms of incentive awards to be granted to designated eligible employees, non-management directors, and independent contractors providing services to the Company. On September 3, 2020, the Company's Board of Directors adopted and the Company's stockholders approved, the Company's 2020 Plan. The 2020 Plan replaced the 2016 Plan, as the Company determined not to make additional awards under the 2016 Plan following the effectiveness of the 2020 Plan. However, the terms of the 2016 Plan continue to govern outstanding equity awards granted under the 2016 Plan.

The maximum number of shares of the Company’s common stock authorized for issuance under the 2016 Plan is 6,166,667. Any shares reserved for issuance, but unissued, forfeited or lapse unexercised under the 2016 Plan will be made available under the 2020 Plan for issuance. On May 18, 2021, the Company’s stockholders approved an amendment to the 2020 Plan to provide that commencing on January 1, 2022 and ending on (and including) January 1, 2030, there will be an annual increase in the total number of shares of common stock reserved and available for delivery in connection with the 2020 Plan of up to 5% of the total number of shares of common stock outstanding on December 31st of the preceding year, pending approval by the Compensation Committee of the Board. On January 1, 2022, the 2020 Plan share pool increased by 1,703,584 shares, 5% of the outstanding common stock of 34,071,684 shares on December 31, 2021. On January 1, 2023, the 2020 Plan share pool increased by 1,723,944 shares, 5% of the outstanding common stock of 34,478,892 shares on December 31, 2022. On January 1, 2024, the 2020 Plan share pool increased by 1,759,429 shares, 5% of the outstanding common stock of 35,188,599 shares on December 31, 2023. As of December 31, 2024, the maximum number of shares of the Company’s common stock authorized for issuance under the 2020 Plan was 5,627,647.

The following table sets forth stock-based compensation expense recognized by the Company in the following line items in the Company's consolidated statements of operations and comprehensive (loss) income during the periods presented:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Cost of services	$ 662	$ 613	$ 421
Sales and marketing	7,351	11,089	6,634
General and administrative	16,105	10,499	7,573
Stock-based compensation expense	$ 24,118	$ 22,201	$ 14,628

The following table sets forth the Company's stock-based compensation expense by award type during the periods presented:

(in thousands)	Years Ended December 31, 2024	2023	2022
RSUs	$ 12,765	$ 9,637	$ 3,569
PSUs	9,747	9,372	3,141
Stock Options	459	1,674	6,156
ESPP	1,147	1,518	1,762
Stock-based compensation expense	$ 24,118	$ 22,201	$ 14,628

Restricted Stock Units

The following table sets forth the Company's RSU activity during the years ended December 31, 2024, 2023 and 2022:

	Number of Restricted Stock Units	Weighted-Average Grant-Date Fair Value
Nonvested balance as of December 31, 2021	—	—
Granted	525,735	$ 25.93
Vested	(890)	—
Forfeited	(7,710)	26.09
Nonvested balance as of December 31, 2022	517,135	$ 25.93
Granted	709,175	19.58
Vested	(208,345)	25.66
Forfeited	(25,501)	23.20
Nonvested balance as of December 31, 2023	992,464	$ 21.52
Granted	891,598	18.42
Vested	(455,517)	22.10
Forfeited	(241,119)	19.31
Nonvested balance as of December 31, 2024	1,187,426	$ 19.42

The total fair value of RSUs vested during the years ended December 31, 2024, 2023 and 2022 was $10.1 million, $5.3 million, and less than $0.1 million, respectively.

The Company grants RSUs to the Company's employees and non-employee directors under the 2020 Plan. Pursuant to the RSU award agreements, each RSU entitles the recipient to one share of the Company’s common stock, subject to time-based vesting conditions set forth in individual agreements.

The fair value of each RSU grant is determined based upon the market closing price of the Company’s common stock on the date of grant. The RSUs vest and are expensed on a straight-line basis over the requisite service period, which ranges between one year and three years from the date of grant, subject to the continued employment of the employees and services of the non-employee board members.

As of December 31, 2024, the unrecognized stock-based compensation expense related to the unvested portion of the Company's RSU awards was $12.5 million and is expected to be recognized over a weighted-average period of 1.49 years.

During the year ended December 31, 2024, the Company issued an aggregate of 455,309 shares of common stock to employees and non-employee directors upon the vesting of RSUs previously granted under the 2020 Plan.

As of December 31, 2024, there were 1,187,426 RSUs expected to vest with a weighted-average grant date fair value of 19.42 per unit. As of December 31, 2023, there were 992,464 RSUs expected to vest with a weighted-average grant date fair value of 21.52 per unit.

Performance-Based Restricted Stock Units

The following table sets forth the Company's PSU activity during the years ended December 31, 2024, 2023 and 2022:

	Number of Performance-Based Restricted Stock Units	Weighted-Average Grant-Date Fair Value
Nonvested balance as of December 31, 2021	—	—
Granted	473,371	$ 26.76
Vested	—	—
Forfeited	—	—
Nonvested balance as of December 31, 2022	473,371	$ 26.76
Granted	657,408	21.46
Vested	—	—
Forfeited	—	—
Nonvested balance as of December 31, 2023	1,130,779	$ 23.68
Granted	693,936	18.89
Vested	(122,241)	26.33
Forfeited	(352,116)	22.31
Nonvested balance as of December 31, 2024	1,350,358	$ 22.01

The total fair value of PSUs vested during the year ended December 31, 2024 was $3.2 million. No PSUs were vested during the years ended December 31, 2023 or 2022.

The Company grants PSUs to employees under the Company’s 2020 Plan. Pursuant to the PSU Award Agreement, each PSU entitles the recipient to up to 1.5 shares of the Company’s common stock, subject to certain performance measures set forth in individual agreements.

The PSUs will vest, if at all, following the achievement of certain performance measures over a three year performance period, relative to certain performance and market conditions. Grant date fair value of PSUs that vest relative to a performance condition are measured based upon the market closing price of the Company’s common stock on the date of grant and expensed on a straight-line basis when it becomes probable that the performance conditions will be satisfied, net of forfeitures, over the service period of the awards, which is generally the vesting term of three years. Grant date fair value of PSUs that vest relative to a market condition are measured using a Monte Carlo simulation model and expensed on a straight-line basis, net of forfeitures, over the service period of the awards, which is generally the vesting term of three years. As of December 31, 2024, the nonvested balance of PSUs that vest based on performance and market conditions were 540,149 and 810,209, respectively.

As of December 31, 2024, the unrecognized stock-based compensation expense related to the unvested portion of the Company's PSU awards was $10.2 million and is expected to be recognized over a weighted average period of 1.14 years.

The following table sets forth the PSUs weighted-average fair values and assumptions used in the Monte Carlo simulation model during the periods presented:

	Years Ended December 31,		
	2024	2023	2022
Weighted-average fair value	$ 18.80	$ 21.46	$ 27.21
Dividend yield	—	—	—
Volatility	51.13 %	75.80 %	77.12 %
Risk-free interest rate	4.13 %	4.14 %	2.87 %
Expected life (in years)	2.99	2.99	2.66

Stock Options

No stock options were issued during the years ended December 31, 2024 or 2023.

In 2020, the Company granted stock options to certain employees and non-management directors that vest over the service period, which is a three-year to four-year period ending on October 15, 2024 and have a 10-year term from the date of grant.

A stock option holder may pay the option exercise price in cash, by delivering to the Company unrestricted shares having a value at the time of exercise equal to the exercise price, by a cashless broker-assisted exercise, by a loan from the Company, (unless prohibited by law) or by a combination of these methods.

Any unvested portion of the stock option award will be forfeited upon the employee's termination of employment with the Company for any reason before the date the option vests, except that the Compensation Committee of the Company, at its sole option and election, may provide for the accelerated vesting of the stock option award. If the Company terminates the employee without cause or the employee resigns for good reason, then the employee is eligible to exercise the stock options that vested on or before the effective date of such termination or resignation. If the Company terminates the employee for cause, then the employee's stock options, whether or not vested, shall terminate immediately upon termination of employment. The Compensation Committee of the Company shall have the authority to determine the treatment of awards in the event of a change in control of the Company or the affiliate which employs the award holder.

The following table sets forth the Company's stock options activity during the year ended December 31, 2024:

	Number of Stock Option Awards	Weighted-Average Grant-Date Fair Value
Nonvested balance as of December 31, 2023	401,075	$ 12.62
Granted	—	—
Vested	(401,075)	12.62
Forfeited	—	—
Outstanding stock option awards expected to vest as of December 31, 2024	—	N/A

The following table reflects changes in the Company's outstanding stock option awards for the year ended December 31, 2024:

	2024			
	Number of Stock Option Awards	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding stock option awards at January 1	3,309,222	$ 11.65	5.52	$ 28,781
Granted	—	—	—	—
Exercises (issuance of shares)	(604,360)	10.04	4.13	90
Forfeitures/expirations	—	—	—	—
Outstanding stock option awards as of December 31	2,704,862	$ 12.01	4.60	$ 7,540
Options exercisable as of December 31	2,704,862	$ 12.01	4.60	$ 7,540

As of December 31, 2024, there was no unrecognized stock-based compensation expense related to the unvested portion of the Company's stock options, as all granted stock options were fully vested on October 15, 2024.

The following table reflects changes in the Company's outstanding stock option awards for the year ended December 31, 2023:

	2023			
	Number of Stock Option Awards	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding stock option awards at January 1	3,533,507	$ 11.62	6.52	$ 26,070
Granted	—	—	—	—
Exercises (issuance of shares)	(216,549)	11.22	5.56	173
Forfeitures/expirations	(7,736)	10.35	6.95	91
Outstanding stock option awards at December 31	3,309,222	$ 11.65	5.52	$ 28,781
Options exercisable as of December 31	2,908,147	$ 11.52	5.39	$ 25,682

As of December 31, 2023, the unrecognized stock-based compensation expense related to the unvested portion of the Company's stock options was $0.5 million and was expected to be recognized over a weighted-average period of 0.1 years.

Proceeds from Exercises of Stock Options

Cash proceeds received from exercises of stock options during the years ended December 31, 2024, 2023 and 2022 were $8.9 million, $3.1 million and $2.8 million, respectively. The associated tax benefit from options exercised and RSUs issued were $3.8 million, $1.7 million and $0.7 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Employee Stock Purchase Plan

The ESPP was approved by the Company's Board of Directors on September 10, 2020 and became effective on September 23, 2020. Under the ESPP, eligible employees may purchase a limited number of shares of our common stock at the lesser of 85% of the market value at the beginning of the offering period or 85% of the market value at the end of the offering period. The ESPP is intended to enable eligible employees to use payroll deductions to purchase shares of stock in offerings under the plan, and thereby acquire an interest in the Company. The maximum aggregate number of shares of stock available for purchase under the plan by eligible employees is 2,000,000 shares.

A total of 149,983 shares were issued on June 30, 2024, and 114,055 shares were issued on December 31, 2024, for a total of 264,038 shares issued through the ESPP during the year ended December 31, 2024.

A total of 189,837 shares were issued on June 30, 2023, and 114,147 shares were issued on December 31, 2023, for a total of 303,984 shares issued through the ESPP during the year ended December 31, 2023.

A total of 157,250 shares were issued on June 30, 2022, and 114,945 shares were issued on December 31, 2022, for a total of 272,195 shares issued through the ESPP during the year ended December 31, 2022.

Share Repurchase Program

On April 30, 2024, the Board authorized a new share repurchase program (the "*Share Repurchase Program*"), under which the Company may repurchase up to $40.0 million in shares of common stock through April 30, 2029. The repurchase program will be subject to market conditions, the periodic capital needs of the Company's operating activities, and the continued satisfaction of all covenants under the Company's New Term Loan and ABL Credit Agreement. The Share Repurchase Program does not obligate the Company to repurchase shares and may be suspended, terminated, or modified at any time.

On June 20, 2024, the Company repurchased approximately 26,495 shares of its outstanding common stock. The total purchase price of this transaction was approximately $0.5 million. The acquired shares were recorded as Treasury stock upon repurchase. As of December 31, 2024, $39.5 million remains available for common stock share repurchases.

Common Stock Offering

To finance the Keap Acquisition, the Company entered into an underwriting agreement (the "*Underwriting Agreement"*), dated October 29, 2024 with RBC Capital Markets, LLC (the *"Underwriter"*). The Company closed an underwritten public offering of 5,715,000 shares of common stock. The Company raised approximately $76.8 million in proceeds (after deducting underwriting discounts and commissions) and borrowed $5.5 million under its New ABL Facility.

The Company granted the Underwriter an option to purchase up to an additional 857,250 shares of the Company's common stock. On November 12, 2024, the Company sold 857,250 shares of its common stock to the Underwriter pursuant to the Underwriter's exercise in full of such option to purchase additional shares. The Company raised approximately $11.5 million in proceeds (after deducting underwriting discounts and commissions) from the sale of these additional shares of its common stock. The Company also incurred approximately $0.9 million of offering expenses related to the public offering and the underwriter's option, which brought the total net proceeds of the offering to approximately $87.4 million (after deducting underwriting discounts and commissions and offering expenses).

Stock Warrants

As of December 31, 2022, the Company had fully vested outstanding warrants of 9,427,343 and the holders of such warrants were entitled to purchase, in the aggregate, up to 5,237,413 shares of common stock at an exercise price of $24.39 per common share. The warrants were issued in 2016 upon the Company's emergence from its pre-packaged bankruptcy.

During the year ended December 31, 2023, 1,173,348 warrants were exercised. Cash proceeds from exercises of stock warrants during the year ended December 31, 2023 was $15.9 million and is recorded in Proceeds from exercises of stock warrants in Cash flows from financing activities on the Company's consolidated statements of cash flows.

On August 15, 2023, 8,253,997 warrants expired unexercised. As of August 16, 2023, the Company did not have any warrants outstanding.

Note 13 Earnings per Share

The following tables set forth the calculation of basic and diluted earnings per share for the years ended December 31, 2024, 2023 and 2022:

	Years Ended December 31,		
(in thousands, except share and per share amounts)	**2024**	**2023**	**2022**
Basic net (loss) income per share:			
Net (loss) income	$ (74,216)	$ (259,295)	$ 54,348
Weighted-average common shares outstanding during the period	37,142,271	34,723,491	34,336,493
Basic net (loss) income per share	$ (2.00)	$ (7.47)	$ 1.58

	Years Ended December 31,		
(in thousands, except share and per share amounts)	**2024**	**2023**	**2022**
Diluted net (loss) income per share:			
Net (loss) income	$ (74,216)	$ (259,295)	$ 54,348
Basic shares outstanding during the period	37,142,271	34,723,491	34,336,493
Plus: Common stock equivalents associated with stock option awards	—	—	2,169,602
Diluted shares outstanding	37,142,271	34,723,491	36,506,095
Diluted net (loss) income per share	$ (2.00)	$ (7.47)	$ 1.49

The computation of diluted shares outstanding excluded the following share amounts as their effect would have been anti-dilutive for the years ended December 31, 2024, 2023, and 2022:

	Years Ended December 31,		
	2024	**2023**	**2022**
Outstanding stock options	2,704,862	3,309,222	—
Outstanding RSUs	1,187,634	992,464	254,780
Outstanding PSUs	1,472,599	1,130,779	272,189
Outstanding ESPP shares	121,097	122,799	27,827
Outstanding stock warrants	—	3,489,662	2,618,707

Note 14 Income Taxes

The following table sets forth the components of the Company's (loss) income before income tax (expense) benefit:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
United States	$ (31,483)	$ (278,741)	$ 68,706
Foreign	(34,515)	18,197	30,269
Total (loss) income before income tax (expense) benefit	$ (65,998)	$ (260,544)	$ 98,975

The following table sets forth the components of the Company's income tax (expense) benefit:

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Current tax (expense):			
Federal	$ (5,316)	$ (1,870)	$ (42,065)
State and local	(1,800)	(1,542)	(6,579)
Foreign	(6,498)	(8,238)	(11,096)
Total current tax (expense)	(13,614)	(11,650)	(59,740)
Deferred tax benefit (expense):			
Federal	5,748	7,789	9,096
State and local	(1,677)	(826)	(3,439)
Foreign	1,325	5,936	9,456
Total deferred tax benefit	5,396	12,899	15,113
Total income tax (expense) benefit	$ (8,218)	$ 1,249	$ (44,627)

The following table sets forth the principal reasons for the differences between the effective income tax rate and the statutory federal income tax rate for the Company:

	Years Ended December 31,		
	2024	**2023**	**2022**
Statutory federal tax rate	21.0 %	21.0 %	21.0 %
Foreign rate differential	5.7 %	0.3 %	0.1 %
State and local taxes, net of federal tax benefit	(10.1)%	(0.8)%	9.1 %
Change in value of indemnification asset	— %	(0.9)%	(0.4)%
Non-deductible executive compensation	(3.7)%	(1.0)%	1.8 %
Stock compensation	0.2 %	— %	— %
Non-deductible transaction costs	(1.8)%	(0.2)%	0.1 %
Change in federal and state valuation allowance	5.2 %	0.1 %	(0.7)%
Change in unrecognized tax benefits (including FBOS)	(3.8)%	2.4 %	1.9 %
Bargain purchase gain	— %	— %	(2.2)%
Non-deductible goodwill impairment	(32.8)%	(21.7)%	21.6 %
Federal research and development credit	3.2 %	0.6 %	(1.4)%
Foreign exchange	2.2 %	(0.1)%	(0.4)%
Other, net	2.3 %	0.8 %	(5.4)%
Effective tax rate	(12.4)%	0.5 %	45.1 %

Deferred Taxes

Deferred taxes arise because of differences in the book and tax basis of certain assets and liabilities. A valuation allowance is recognized to reduce gross deferred tax assets to the amount that will more likely than not be realized.

The following table sets forth the significant components of the Company's deferred income tax assets and liabilities:

	Years Ended December 31,	
(in thousands)	**2024**	**2023**
Deferred tax assets		
Allowance for doubtful accounts	$ 3,887	$ 4,405
Deferred and other compensation	15,184	16,662
Capital investments	—	3,790
Interest expense limitation	21,677	9,680
Fixed assets and capitalized software	27,781	14,786
Pension and other post-employment benefits	10,578	18,805
Operating lease liability	2,627	3,474
Reserve for facility exit costs	4,719	4,812
Net operating loss and credit carryforwards [(1)]	35,325	27,593
Non-compete and other agreements	24,375	37,615
Goodwill and other intangible assets	13,319	15,567
Other, net	13,436	8,361
Total deferred tax assets	$ 172,908	$ 165,550
Valuation allowance	(15,662)	(18,810)
Net deferred tax assets	$ 157,246	$ 146,740
Deferred tax liabilities		
Goodwill and other intangible assets	$ —	$ (2,587)
Deferred costs	(1,754)	(3,368)
Investment in subsidiaries	(4,193)	(4,489)
Operating lease right-of-use assets	(5,323)	(5,582)
Fixed assets and capitalized software	(2,889)	(1,099)
Other, net	—	(2,676)
Total deferred tax (liabilities)	$ (14,159)	$ (19,801)
Net deferred tax asset	$ 143,087	$ 126,939

(1) For the year ended December 31, 2024, the Company had gross federal net operating loss carryforwards of $83.8 million, subject to an annual Section 382 limitation of $0.4 million. The Company also had net operating loss and credit carryforward deferred tax assets of $17.8 million and $20.9 million for the years ended December 31, 2024 and 2023, respectively, for state income tax purposes, which will begin to expire in 2025. Additionally, $1.1 million of the state net operating loss carryforward deferred tax asset is subject to a Section 382 limitation of $0.4 million.

The Company establishes a valuation allowance to reduce the deferred tax assets when it is more likely than not that some portion or all of the deferred tax assets will not be realized. In evaluating the ability to realize deferred tax assets, the Company considers all available positive and negative evidence, in determining whether, based on the weight of that evidence, a valuation allowance is needed for some or all of the Company's deferred tax assets. In determining the need for a valuation allowance on the Company's deferred tax assets, the Company places greater weight on recent and objectively verifiable current information. The Company has considered taxable income in prior carryback years, future reversals of existing taxable temporary differences, tax planning strategies, and future taxable income in assessing the need for the valuation allowance. If the Company was to determine that it would be able to realize the deferred tax assets in the future in excess of their net recorded amount, the Company would make an adjustment to the valuation allowance, which would reduce the provision for income taxes.

As of December 31, 2024, management has determined that it is more likely than not that its deferred taxes will be realized, with the exception of certain indefinite lived deferred tax assets and certain state net operating loss carryforwards of $15.7 million. For the year ended December 31, 2024, the Company recorded a net valuation allowance decrease of $3.1 million on the basis of management's reassessment of the amount of its deferred tax assets that are more likely than not to be realized.

Valuation Allowance

The following table sets forth changes in the Company's valuation allowance:

(in thousands)	**2024**	**2023**
Balance at beginning of period	$ 18,810	$ 21,109
Net change in valuation allowance	(3,148)	(2,299)
Balance at end of period	$ 15,662	$ 18,810

Unrecognized Tax Benefits

The Company records unrecognized tax benefits for the estimated risk associated with tax positions taken on tax returns.

The Company is subject to taxation in the United States and various other state and foreign jurisdictions. The material jurisdictions in which the Company is subject to potential examination include the United States and Australia. Tax years 2021 through 2023 are subject to examination by the Internal Revenue Service and tax years 2020 through 2023 are subject to examination by the Australian Tax Authority. State tax returns are open for examination for an average of three years; however, certain jurisdictions remain open to examination longer than three years due to the existence of net operating loss carryforwards. The Company received IRS FPAA notification letters dated August 29, 2018 for IRS adjustments related to the tax years 2012-2015, for which the Company has previously and adequately reserved. See Note 15, *Contingent Liabilities*. Keap is currently under audit with the IRS for tax year 2022 and is in the initial stages of responding to information requests. The Company is also currently under examination by the Florida Department of Revenue for tax years 2020 through 2022. The Company does not have any other significant state or local examinations in process.

The following table reflects changes to and balances of the Company's unrecognized tax benefits:

(in thousands)	**2024**	**2023**	**2022**
Balance at beginning of period	$ 17,140	$ 21,443	$ 20,834
Gross additions for tax positions related to the current year	774	624	423
Gross additions for tax positions related to prior years	150	201	332
Gross reductions for tax positions related to prior years	—	(5,128)	—
Gross reductions for tax positions related to the lapse of applicable statute of limitations	—	—	(146)
Balance at end of period	$ 18,064	$ 17,140	$ 21,443

For the year ended December 31, 2024, the Company's unrecognized tax benefit increased by $0.9 million, while for the year ended December 31, 2023, the Company's unrecognized tax benefit decreased by $4.3 million, and for the year ended December 31, 2022, the Company's unrecognized tax benefit increased by $0.6 million. The increase for the year ended December 31, 2024 was primarily attributable to the tax positions related to research and development credits claimed for tax years 2023 and 2024. The decrease for the year ended December 31, 2023 was primarily attributable to favorable developments with ongoing U.S. federal tax examinations, partially offset by the increase attributable to tax positions related to research and development credits claimed for tax years 2022 and 2023. The increase for the year ended December 31, 2022 was primarily attributable to tax positions related to research and development credits claimed for tax years 2021 and 2022 offset by the reduction for tax positions related to the lapse of applicable statute of limitations.

For the years ended December 31, 2024, 2023 and 2022, the Company had $18.1 million, $17.1 million, and $21.4 million, respectively, of unrecognized tax benefits, excluding interest and penalties, that if recognized, would impact the effective tax rate. The Company recorded adjustments to interest and penalties related to unrecognized tax benefits as part of the expense/(benefit) for income taxes in the Company's consolidated statements of operations and comprehensive (loss) income of $2.3 million, $(2.8) million, and $2.1 million for the years ended December 31, 2024, 2023 and 2022, respectively. Unrecognized tax benefits include $11.3 million, $9.0 million, and $11.7 million of accrued interest as of December 31, 2024, 2023, and 2022, respectively.

It is reasonably possible that the $18.1 million unrecognized tax benefit liability presented above for the year ended December 31, 2024, could decrease by $15.6 million within the next twelve months, due to an anticipated settlement with the tax authorities and the expiration of the statute of limitations in certain jurisdictions.

Note 15 Contingent Liabilities

Litigation

The Company is subject to various lawsuits and other claims in the normal course of business. In addition, from time to time, the Company receives communications from government or regulatory agencies concerning investigations or allegations of noncompliance with laws or regulations in jurisdictions in which the Company operates.

The Company establishes reserves for the estimated losses on specific contingent liabilities for regulatory and legal actions where the Company deems a loss to be probable and the amount of the loss can be reasonably estimated. In other instances, losses are considered probable, but the Company is not able to make a reasonable estimate of the liability because of the uncertainties related to the outcome or the amount or range of potential loss. For these matters, disclosure is made, but no amount is reserved. The Company does not expect that the ultimate resolution of pending regulatory and legal matters in future periods will have a material adverse effect on the Company's consolidated statements of operations and comprehensive (loss) income, balance sheets or cash flows.

Regulatory Matter

In October 2024, the Company received a subpoena from the Division of Enforcement of the SEC requesting documents and information related to the Company’s previously publicly announced strategic conversion of its clients from its digital Marketing Services solutions platform to its SaaS solutions platform. The Company is cooperating fully. The SEC noted that the investigation is a fact-finding inquiry and does not mean that it has concluded that anyone has violated the law.

Section 199 and Research and Development Tax Case

Section 199 of the Internal Revenue Code of 1986, as amended (the *“Tax Code”*) provides for deductions for manufacturing performed in the U.S. The Internal Revenue Service (“*IRS*”) has taken the position that directory providers are not entitled to take advantage of the deductions because printing vendors are already taking deductions and only one taxpayer can claim the deduction. The Tax Code also grants tax credits related to research and development expenditures. The IRS also takes the position that the expenditures have not been sufficiently documented to be eligible for the tax credit. The Company disagrees with these positions.

The IRS has challenged the Company's positions. With respect to the tax years 2012 through June 2015 for the YP LLC partnership, the IRS sent 90-day notices to DexYP on August 29, 2018. In response, the Company filed three petitions (in the names of various related partners) in U.S. Tax Court, and the IRS filed answers to those petitions. The three cases were consolidated by the court and were referred back to IRS Administrative Appeals for settlement negotiations, during which time the litigation was suspended. Several appeals conferences for YP have been held. The Company is working through ongoing settlement negotiations with the Appeals Officer related to the Section 199 disallowance. The Company and the IRS also reached an agreement regarding additional research and development tax credits for the tax years at issue whereby the IRS will allow more tax credits than were originally claimed on the tax returns. With respect to the tax year from July to December 2015 for the Print Media LLC partnership, the Company has been unsuccessful in its attempt to negotiate a settlement with IRS Appeals, and the IRS issued a 90-day notice to the Company. The Company filed a petition in the U.S. Tax Court to challenge the IRS denial.

As of December 31, 2024 and December 31, 2023, the Company has reserved $28.3 million and $26.1 million, respectively, in connection with the Section 199 disallowance and less than $0.1 million related to the research and

development tax credit disallowance. See Note 4, *Fair Value Measurements,* for a discussion of the Company's former indemnification asset related to these matters.

On May 22, 2023, the Company received a draft Appeals Settlement document ("*Draft Settlement*") from the IRS relating to the Section 199 tax case. Once finalized, the Draft Settlement will result in a decrease in the unrecognized tax benefit recorded for this tax position. During the year ended December 31, 2024, the Company recorded a measurement adjustment to the uncertain tax position liability to account for the new information received in the Draft Settlement. The Company is in continued discussion with the IRS regarding the finalization of this case and final tax impact that will result. As of December 31, 2024, the final resolution has not been issued by the Court. Accordingly, the Company does not consider the matter effectively settled.

Note 16 Changes in Accumulated Other Comprehensive Loss

The following table summarizes the changes in accumulated other comprehensive loss, which is reported as a component of stockholders' equity, for the years ended December 31, 2024 and 2023.

(in thousands)	Accumulated Other Comprehensive Loss	
	2024	2023
Beginning balance at January 1,	$ (15,191)	$ (16,261)
Foreign currency translation adjustment, net of tax expense of $0.1 million and $4.9 million, respectively	250	1,070
Ending balance at December 31,	$ (14,941)	$ (15,191)

Note 17 Segment Information

The Company's chief operating decision maker ("*CODM*") is the chief executive officer. The CODM monitors actual versus forecast results for segment adjusted EBITDA on a monthly basis to assess the performance of each segment and make decisions about allocating resources to each segment.

During the first quarter of 2024, the Company changed the internal reporting provided to the CODM. As a result, the Company reevaluated its segment reporting, as discussed in Note 1, *Description of Business and Summary of Significant Accounting Policies*. The Company manages its operations using two operating segments, which are also its reportable segments: (1) Thryv Marketing Services and (2) Thryv SaaS. Comparative prior periods have been recast to reflect the current presentation.

The Company does not allocate assets to its segments and the CODM does not evaluate performance or allocate resources based on segment asset data, and, therefore, such information is not presented.

The following tables summarize the operating results of the Company's reportable segments. Segment cost of services, Segment sales and marketing, and Segment general and administrative expenses presented below exclude the allocation of depreciation and amortization expense, stock-based compensation expense, restructuring and integration expenses, transactions costs and other expenses.

	Year Ended December 31, 2024		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Segment Totals**
Segment revenue	$ 480,680	$ 343,476	$ 824,156
Less:			
Segment cost of services	168,932	96,319	265,251
Segment sales and marketing	97,119	146,389	243,508
Segment general and administrative	93,388	59,578	152,966
Segment Adjusted EBITDA	$ 121,241	$ 41,190	$ 162,431

	Year Ended December 31, 2023		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Segment Totals**
Segment revenue	$ 653,244	$ 263,717	$ 916,961
Less:			
Segment cost of services	222,977	88,135	311,112
Segment sales and marketing	149,982	117,023	267,005
Segment general and administrative	104,795	46,534	151,329
Segment Adjusted EBITDA	$ 175,490	$ 12,025	$ 187,515

	Year Ended December 31, 2022		
(in thousands)	**Thryv Marketing Services**	**Thryv SaaS**	**Segment Totals**
Segment revenue	$ 986,042	$ 216,346	$ 1,202,388
Less:			
Segment cost of services	304,487	78,752	383,239
Segment sales and marketing	202,774	120,771	323,545
Segment general and administrative	132,046	30,216	162,262
Segment Adjusted EBITDA	$ 346,735	$ (13,393)	$ 333,342

A reconciliation of the Company's Income before income tax benefit (expense) to total Segment Adjusted EBITDA is as follows:

(in thousands)	Years Ended December 31, 2024	2023	2022
(Loss) income before income tax benefit (expense)	$ (65,998)	$ (260,544)	$ 98,975
Impairment charges	83,094	268,846	102,222
Depreciation and amortization expense	52,789	63,251	88,392
Interest expense	46,771	61,728	60,407
Stock-based compensation expense	24,118	22,201	14,628
Restructuring and integration expenses [(1)]	32,697	14,612	17,804
Loss on early extinguishment of debt	6,638	—	—
Non-cash loss (gain) from remeasurement of indemnification asset	—	10,734	(2,148)
Transaction costs [(2)]	5,145	373	6,119
Other components of net periodic pension benefit	(24,806)	(2,719)	(44,612)
Other	1,983	9,033	(8,445)
Total Segment Adjusted EBITDA	$ 162,431	$ 187,515	$ 333,342

(1) Consists of expenses related to abandoned facilities costs, severance charges, integration expenses, and tax, accounting, and legal fees.

(2) Consists of expenses related to the Keap Acquisition, Yellow Acquisition, and Vivial Acquisition.

The following table sets forth the Company's disaggregation of Revenue based on services for the periods indicated:

(in thousands)	Years Ended December 31, 2024	2023	2022
Thryv Marketing Services			
Print	$ 253,998	$ 264,834	$ 459,974
Digital	226,682	388,410	526,068
Total Thryv Marketing Services	480,680	653,244	986,042
Thryv SaaS	343,476	263,717	216,346
Revenue	$ 824,156	$ 916,961	$ 1,202,388

Revenue by geography is based on the location of the customer. The following table sets forth the Company's disaggregation of Revenue based on geographic region for the periods indicated:

(in thousands)	Years Ended December 31, 2024	2023	2022
United States	$ 686,341	$ 764,112	$ 1,031,833
International	137,815	152,849	170,555
Revenue	$ 824,156	$ 916,961	$ 1,202,388

Revenue from customers located in Australia that was attributed to the International region was approximately 14.4%, 15.3%, and 14.2% for the years ended December 31, 2024, 2023, and 2022, respectively. No other individual country from the International region contributed more than 10% of total revenue for the years ended December 31, 2024, 2023, or 2022.

The following table sets forth the Company's total long-lived assets by geographical region:

(in thousands)	December 31, 2024	December 31, 2023
United States	$ 9,008	$ 12,711
International	226	611
Total long-lived assets	$ 9,234	$ 13,322
Percentage of long-lived assets held outside of the United States	2 %	5 %

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Annual Report on Form 10-K, the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"). Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2024.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the consolidated financial statements for external reporting purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate over time.

Management, including our Chief Executive Officer and our Chief Financial Officer, assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework (2013)*. Based on its assessment and those criteria, management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2024.

We are in the process of integrating Keap that we acquired on October 31, 2024. Management's assessment and conclusion on the effectiveness of the Company's disclosure controls and procedures as of December 31, 2024 excludes an assessment of the internal control over financial reporting related to the Keap Acquisition. The Keap Acquisition represented 13.2% of our consolidated total assets at December 31, 2024, and 1.6% of our consolidated revenue included in our consolidated financial statements for the year ended December 31, 2024.

Grant Thornton LLP, the independent registered public accounting firm that audited the Company's consolidated financial statements included in this Annual Report on Form 10-K, has issued an attestation report on the Company's internal control over financial reporting, which is included herein.

Changes in Internal Control over Financial Reporting

We have completed one acquisition in the 12 months ended December 31, 2024. As part of our ongoing integration activities, we continue to implement our controls and procedures over the business we acquired to reflect the risks inherent in our acquisition. Throughout the integration process, we monitor these efforts and take corrective action as needed to reinforce the application of our controls and procedures. Other than the foregoing, there were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the year ended December 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Thryv Holdings, Inc.

Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of Thryv Holdings, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2024, and our report dated February 27, 2025, expressed an unqualified opinion on those financial statements.

Basis for opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting ("Management's Report"). Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Our audit of, and opinion on, the Company's internal control over financial reporting does not include the internal control over financial reporting of Infusion Software, Inc., a wholly-owned subsidiary, whose financial statements reflect total assets and revenues constituting 13% and 1.6%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2024. As indicated in Management's Report, Infusion Software, Inc. was acquired during 2024. Management's assertion on the effectiveness of the Company's internal control over financial reporting excluded internal control over financial reporting of Infusion Software, Inc.

Definition and limitations of internal control over financial reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Dallas, Texas
February 27, 2025

Item 9B. Other Information

None of the Company's directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the Company's quarter ended December 31, 2024.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics (the "*Code*") that is applicable to all of our employees, officers and directors including our principal executive officer, principal financial officer, principal accounting officer, controller, and any other persons performing similar functions, which is available on our website at www.thryv.com under "Investor Relations - Governance Documents." We intend to satisfy the disclosure requirement regarding any amendment to, or waiver from a provision of the Code for Thryv's principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, by posting such information on our website.

The remaining information required by this Item 10 is incorporated by reference from the information to be provided in our definitive proxy statement for our 2025 Annual Meeting of Stockholders (the "*2025 Proxy Statement*"). The 2025 Proxy Statement will be filed with the SEC within 120 days after the close of the fiscal year ended December 31, 2024.

Insider Trading Arrangements and Policies

We have adopted insider trading policies and procedures governing the purchase, sale, and/or other dispositions of the Company's securities or certain other companies' securities by directors, officers and employees, or the Company itself, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations, and The Nasdaq Stock Market listing standards. The forgoing summary of the Insider Trading Policy does not purport to be complete and is qualified in its entirety by reference to the full text of the Company's insider trading policy that has been filed as Exhibit 19.1 to this Annual Report on Form 10-K.

Item 11. Executive Compensation

The information required by this Item 11 is incorporated by reference from our 2025 Proxy Statement, which will be filed with the SEC within 120 days after the close of the fiscal year ended December 31, 2024.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item 13 is incorporated by reference from our 2025 Proxy Statement, which will be filed with the SEC within 120 days after the close of the fiscal year ended December 31, 2024.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item 13 is incorporated by reference from our 2025 Proxy Statement, which will be filed with the SEC within 120 days after the close of the fiscal year ended December 31, 2024.

Item 14. Principal Accounting Fees and Services

The information required by this Item 14 is incorporated by reference from our 2025 Proxy Statement, which will be filed with the SEC within 120 days after the close of the fiscal year ended December 31, 2024.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as a part of this Annual Report on Form 10-K:

(1) Consolidated Financial Statements (included in Part II, Item 8 of this Annual Report on Form 10-K).

- Report of Independent Registered Public Accounting Firm (PCAOB ID: 248)
- Consolidated Statements of Operations and Comprehensive (Loss) Income for the years ended December 31, 2024, 2023 and 2022
- Consolidated Balance Sheets as of December 31, 2024 and 2023
- Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 2024, 2023 and 2022
- Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023 and 2022
- Notes to Consolidated Financial Statements

(2) Financial Statement Schedules

Financial statement schedules have been omitted as the information is either not required or the information is otherwise included in the consolidated financial statements.

(3) Exhibits

The documents set forth below are filed herewith or are incorporated herein by reference to the location indicated.

Exhibit No.	Description
2.1*†	Agreement and Plan of Merger by and among Thryv, Inc., Thryv Merger Sub, Inc., Infusion Software, Inc. d/b/a Keap, Shareholder Representative Services LLC, in its capacity as the equityholder representative and the equityholders party thereto, dated as of October 29, 2024.
3.1	Fourth Amended and Restated Certificate of Incorporation of Thryv Holdings, Inc. (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8, filed with the SEC on September 24, 2020)
3.2	Second Amended and Restated Bylaws of Thryv Holdings, Inc. (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8, filed the SEC on September 24, 2020)
4.1	Description of Securities Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K, filed with the SEC on March 25, 2021).
10.1	Credit Agreement among Thryv Holdings, Inc., Thryv, Inc., the other borrowers from time to time party thereto, the lenders from time to time party thereto, and Citizens Bank, N.A., as administrative agent, dated as of May 1, 2024 (incorporated by reference to Exhibit 10.2 to the Company's Form 8-K, filed with the SEC on May 2, 2024).
10.2	Term Loan Credit Agreement by and among Thryv Holdings, Inc., Thryv, Inc., the lenders party thereto from time to time and Citizens Bank, N.A., as the administrative agent, dated as of May 1, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K, filed with the SEC on May 2, 2024).
10.3+	Amended and Restated Employment Agreement, dated September 26, 2016, by and between Thryv, Inc. and Joseph A. Walsh (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1, filed with the SEC on September 1, 2020).
10.4+	Thryv Holdings, Inc. 2016 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1, filed with the SEC on September 1, 2020).
10.5+	Amendment No. 1 to Thryv Holdings, Inc. Stock Incentive Plan (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1, Amendment 1, filed with the SEC on September 17, 2020).
10.6+	Form of Stock Option Agreement (incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-1, filed with the SEC on September 1, 2020).
10.7	Settlement Agreement dated June 22, 2023 by and among Thryv Holdings, Inc. and Yosemite Sellers Representative LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 23, 2023).

10.8*+	2024 Over Performance Plan, dated March 13, 2024
10.9*+	2024 Short Term Incentive Plan, dated March 13, 2024
10.10+	Thryv, Inc. Severance Plan—Executive Vice Presidents and Above, dated January 1, 2018 (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-1, filed with the SEC on September 1, 2020).
10.11+	Thryv Holdings, Inc. 2020 Incentive Award Plan (incorporated by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-8, filed with the SEC on September 23, 2020).
10.12+	First Amendment to the Thryv Holdings, Inc. 2020 Incentive Award Plan, incorporated by reference to Exhibit A to the Registrant's Definitive Schedule 14C (File No. 001-35895) filed on June 16, 2021.
10.13+	Second Amendment to the Thryv Holdings, Inc. 2020 Incentive Award Plan incorporated by reference to Exhibit B to the Registrant's Definitive Schedule 14C (File No. 001-35895) filed on June 16, 2021.
10.14+	Form of Thryv Holdings, Inc. Stock Option Agreement (Non-Employee Directors) (incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-1, filed with the SEC on September 18, 2020).
10.15+	Thryv Holdings, Inc. 2021 Employee Stock Purchase Plan (incorporated by reference to Exhibit 4.6 to the Company's Registration Statement on Form S-8, filed with the SEC on September 23, 2020).
10.16+	Form of Restricted Stock Unit Award Agreement under the Thryv Holdings, Inc. 2020 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed with the SEC on May 5, 2022).
10.17+	Form of Performance-Based Restricted Stock Unit Award Agreement under the Thryv Holdings, Inc. 2020 Incentive Award Plan (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed with the SEC on May 5, 2022).
10.18+	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Thryv Holdings, Inc. 2020 Incentive Award Plan (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed with the SEC on August 4, 2022).
10.19	Separation Agreement and Release, dated as of March 13, 2024, between the Company and Gordon Henry (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K, filed with the SEC on March 13, 2024).
10.20	Separation Agreement, dated as of December 20, 2024, by and between Thryv Holdings, Inc. and James McCusker (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K/A, filed with the SEC on December 20, 2024).
19.1*	Insider Trading Policy
21.1*	List of significant subsidiaries of Thryv Holdings, Inc.
23.1*	Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm.
31.1*	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
97	Thryv Holdings, Inc. Clawback Policy, effective as of November 29, 2023 (incorporated by reference to Exhibit 97 to the Company's Form 10-K filed with the SEC on February 22, 2024)
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.

101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File (included in Exhibits 101).

* Filed herewith

\+ Management contract of compensatory plan or arrangement

† Exhibits to the Agreement and Plan of Merger have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted exhibit upon request of the SEC.

Item 16. Form 10-K Summary

None.

SIGNATURES

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 thereunto duly authorized.

THRYV HOLDINGS, INC.

February 27, 2025	By:	/s/ Joseph A. Walsh
		Joseph A. Walsh **Chairman of the Board and Chief Executive Officer** **(Principal Executive Officer)**
February 27, 2025	By:	/s/ Paul D. Rouse
		Paul D. Rouse **Chief Financial Officer, Executive Vice President and Treasurer** **(Principal Financial Officer)**

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Signatures	Title(s)	Date
/s/ Joseph A. Walsh Joseph A. Walsh	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	February 27, 2025
/s/ Paul D. Rouse Paul D. Rouse	Chief Financial Officer, Executive Vice President and Treasurer (Principal Financial and Accounting Officer)	February 27, 2025
/s/ Amer Akhtar Amer Akhtar	Director	February 27, 2025
/s/ Bonnie Kintzer Bonnie Kintzer	Director	February 27, 2025
/s/ Ryan O'Hara Ryan O'Hara	Director	February 27, 2025
/s/ John Slater John Slater	Director	February 27, 2025
/s/ Lauren Vaccarello Lauren Vaccarello	Director	February 27, 2025
/s/ Heather Zynczak Heather Zynczak	Director	February 27, 2025

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER
BY AND AMONG
THRYV, INC.,
THRYV MERGER SUB, INC.,

INFUSION SOFTWARE, INC.,

SHAREHOLDER REPRESENTATIVE SERVICES LLC,

IN ITS CAPACITY AS THE EQUITYHOLDER REPRESENTATIVE

AND

THE EQUITYHOLDERS PARTY HERETO (for the limited purposes described herein)
DATED AS OF OCTOBER 29, 2024

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**"), dated as of October 29, 2024, is being entered into by and among Thryv, Inc., a Delaware corporation ("**Parent**"), Thryv Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("**Merger Sub**"), Infusion Software, Inc., a Delaware corporation doing business as "Keap" (the "**Company**"), Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the representative of the Equityholders hereunder (the "**Equityholder Representative**"), and each of the Equityholders who have executed this Agreement (whether on the date hereof or by execution of a joinder to this Agreement pursuant to a Letter of Transmittal) solely with respect to the purposes expressly set forth in Article II, Article IIIA, Article V, Article VI, Article VII and Article X. Parent, Merger Sub, the Company, the Equityholder Representative and the Equityholders party hereto may be referred to herein, collectively, as the "**Parties**" and each, individually, as a "**Party**."

RECITALS

WHEREAS, the Company has engaged and currently engages in the business of operating an e-mail marketing and sales platform for small businesses, including products to manage customers, customer relationship management, marketing, and e-commerce (the "**Business**");

WHEREAS, the Stockholders (as hereinafter defined) collectively are the record and beneficial owners of all of the issued and outstanding shares of capital stock of the Company;

WHEREAS, the board of directors of the Company has (a) determined that it is advisable and in the best interests of the Company and the Stockholders to enter into this Agreement and consummate the Merger (as hereinafter defined) and the other transactions contemplated by this Agreement, (b) directed that the adoption of this Agreement be submitted to the Stockholders for adoption thereby and (c) resolved to recommend to the Stockholders that they consent to the approval and adoption of this Agreement and to consummate the transactions contemplated hereby, including the Merger, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance thereof it is proposed that the acquisition of the Company by Parent be accomplished by the merger of Merger Sub with and into the Company, with the Company being the surviving corporation, in accordance with the General Corporation Law of the State of Delaware (the "**DGCL**");

WHEREAS, the boards of directors of the Company, Parent and Merger Sub have each approved this Agreement, the Merger and the other transactions contemplated herein;

WHEREAS, prior to the execution and delivery of this Agreement, (a) (i) Stockholders holding a majority of the Company Common Stock and Company Preferred Stock entitled to vote, voting together as a single class (with each holder of Company Common Stock having one vote and each holder of voting Company Preferred Stock having a number of votes equal to the number of shares of Company Common Stock into which such holders shares are convertible), and (ii) Stockholders holding at least 65% of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, and Series B-1 Preferred Stock, voting together as a single class (clauses (i) and (ii) collectively, the "**Requisite Stockholder Approval**") have executed and delivered to the Company a written consent adopting this Agreement and authorizing and approving the Merger and the other transactions contemplated herein (a true and correct copy of which is attached hereto as Exhibit B), which consent became effective upon the execution thereof and constitutes the Requisite Stockholder Approval (the "**Stockholder Written Consent**"), and (b) the

Company delivered to all Stockholders who did not execute the Stockholder Written Consent a written notice, in a form reasonably acceptable to Parent, of the approval of the Merger and adoption of this Agreement by the Stockholder Written Consent, which notice included the notice required by Applicable Law that appraisal or any similar rights may be available; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

Article IA
DEFINED TERMS

1.1 **Definitions**. Unless otherwise specified, all capitalized terms used in this Agreement have the meanings set forth on Exhibit A.

1.2 **Other Definitional and Interpretive Matters**.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. As used in this Agreement, the word "day" shall mean a calendar day and not a Business Day.

(ii) Dollars. Any reference in this Agreement to "$" shall mean U.S. dollars.

(iii) Exhibits/Schedules. The Annexes, Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Annexes, Exhibits and Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Annex, Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement. The Schedules shall be organized in parts corresponding to the applicable Section or subsection to which the applicable disclosure relates with disclosures in each part specifically corresponding to or cross-referencing a particular section (or subsection) of the Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number shall include the plural and vice versa.

(v) Sections. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a Section or subdivision in which such words appear unless the context otherwise requires.

(vii) Including; Or. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" means "and/or."

(viii) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

(ix) Laws. References to any laws shall be deemed also to include any and all rules and regulations promulgated thereunder and shall refer to such laws, rules and regulations as amended from time to time and include any successor legislation thereto.

(x) Agreements. References to a Contract or document mean such Contract or document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(c) The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that such Party has not breached, will not detract from, or mitigate the fact that, the Party is in breach of the other representation, warranty or covenant.

(d) The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Schedules or any exhibits attached to this Agreement shall not be deemed to establish a threshold for materiality or to establish the standard for whether a particular act or agreement is within or outside the Ordinary Course of Business for purposes of this Agreement.

(e) With respect to all dates and time periods set forth or referenced in this Agreement, time is of the essence.

Article IIA
THE MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company (the "**Merger**") in accordance with the terms of, and subject to the conditions set forth in, this Agreement and the DGCL. Following the Merger, the Company shall continue as the surviving corporation in the Merger (sometimes hereinafter referred to as the "**Surviving Corporation**") and the separate corporate existence of Merger Sub shall cease.

1.2 Closing; Effective Time.

(a) Closing. The closing of the Merger (the "**Closing**") shall take place remotely by electronic exchange of signatures on the date hereof.

(b) Upon the terms set forth in this Agreement, at the Closing the Company, Parent and Merger Sub shall cause a Certificate of Merger meeting the requirements of Sections 103 and 251 of the DGCL in substantially the form of Exhibit D (the "**Certificate of Merger**") to be duly executed and filed with the Secretary of State of the State of Delaware in accordance with the terms and conditions of

the DGCL on the Closing Date. The Merger shall be deemed effective at the time the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware (the "**Effective Time**").

1.3 Effects of the Merger.

(a) Effects under DGCL. At and after the Effective Time, the Merger shall have the effects set forth in the DGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, the separate existence of Merger Sub will cease and, without other transfer, all of the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company and Merger Sub shall become the debts, liabilities, obligations and duties of the Surviving Corporation as if the Surviving Corporation had itself incurred them.

(b) Certificate of Incorporation and Bylaws. The certificate of incorporation and bylaws of the Surviving Corporation shall be amended and restated in their entirety as of the Effective Time to be identical to the forms attached hereto as Exhibit E and Exhibit F, respectively, until thereafter duly amended in accordance with Applicable Laws and as provided in such amended and restated certificate of incorporation and bylaws, respectively.

(c) Directors and Officers. The directors and officers set forth on Schedule 2.3(c) shall be the initial directors and officers of the Surviving Corporation as of the Effective Time, each to hold office in accordance with the amended and restated certificate of incorporation and bylaws of the Surviving Corporation, respectively, until their resignation, removal or replacement.

(d) Authorization to Act on Behalf of Merger Sub and the Company. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are reasonably necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights or assets of either Merger Sub or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in such names and on such behalves or otherwise, all such other actions and things as may be reasonably necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights or assets in the Surviving Corporation or otherwise to carry out the purposes of this Agreement.

(e) Closing of Transfer Books. From and after the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Company Common Stock or Company Preferred Stock shall thereafter be made. From and after the Effective Time, the holders of certificates evidencing ownership of Company Common Stock or Company Preferred Stock immediately prior to the Effective Time shall cease to have any rights with respect to such Company Common Stock or Company Preferred Stock, as applicable, except as otherwise provided for in this Agreement or by Applicable Law.

1.4 Conversion of Outstanding Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any Party:

(a) Each share of common stock, par value $0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall automatically be converted into and exchanged for one share of common stock, par value $0.001 per share, of the Surviving Corporation (the "**Surviving Corporation Common Stock**"), such that, immediately following the Effective Time, Parent shall be the holder of 100% of the issued and outstanding shares of Surviving Corporation Common Stock.

(b) Each share of (i) Company Common Stock and Company Preferred Stock held in the treasury of the Company, if any, and (ii) Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock, Series C-1 Preferred Stock, Series C-1a Preferred Stock, Series C-2 Preferred Stock, Series C-2a Preferred Stock and Series C-3 Preferred Stock, each par value $0.001 per share, of the

Company, immediately prior to the Effective Time shall be canceled and retired without any conversion thereof, and no payment or distribution shall be made with respect thereto.

(c) Subject to the provisions of this Section 2.4, each share of Series D Preferred Stock, par value $0.001 per share, of the Company (the "**Series D Preferred Stock**") (other than shares to be canceled in accordance with Section 2.4(b) and any Dissenting Shares) issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be converted automatically into and shall thereafter represent the right to receive, without interest, in accordance with the Payment Schedule, (i) its Allocable Share of the Closing Payment plus (ii) its Allocable Share of the Adjustment Amount and the Adjustment Escrow Amount, if any, distributed to the Paying Agent pursuant to Section 2.6(h) and in accordance with the Escrow Agreement plus (iii) its Allocable Share of the Retention Escrow Amount, if any, distributed to the Paying Agent pursuant to pursuant to Section 10.2 and in accordance with the Escrow Agreement plus (iv) its Allocable Share of any amount from the Equityholder Representative Expense Fund distributed pursuant to Section 7.1(e), in each case, without interest (subject to any applicable withholding Tax).

(d) Subject to the provisions of this Section 2.4, each share of Series D-a Preferred Stock, par value $0.001 per share, of the Company (the "**Series D-a Preferred Stock**" and together with the Series A Preferred Stock, the Series B Preferred Stock, the Series B-1 Preferred Stock, the Series C-1 Preferred Stock, the Series C-1a Preferred Stock, the Series C-2 Preferred Stock, the Series C-2a Preferred Stock, the Series C-2 Preferred Stock and the Series D Preferred Stock, the "**Company Preferred Stock**") (other than shares to be canceled in accordance with Section 2.4(b) and any Dissenting Shares) issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be converted automatically into and shall thereafter represent the right to receive, without interest, in accordance with the Payment Schedule, (i) its Allocable Share of the Closing Payment plus (ii) its Allocable Share of the Adjustment Amount and the Adjustment Escrow Amount, if any, distributed to the Paying Agent pursuant to Section 2.6(h) and in accordance with the Escrow Agreement plus (iii) its Allocable Share of the Retention Escrow Amount, if any, distributed to the Paying Agent pursuant to pursuant to Section 10.2 and in accordance with the Escrow Agreement plus (iv) its Allocable Share of any amount from the Equityholder Representative Expense Fund distributed pursuant to Section 7.1(e), in each case, without interest (subject to any applicable withholding Tax).

1.5 Treatment of Company Equity Awards and Warrants. Effective as of the Effective Time, by virtue of the Merger and without any action on the part of any Person, each (a) Option and RSU that is outstanding and unexercised as of immediately prior to the Effective Time, whether vested or unvested, and (b) each Warrant that is outstanding and unexercised as of immediately prior to the Effective Time, shall be cancelled for no consideration.

1.6 Merger Consideration Adjustments.

(a) No later than five (5) Business Days prior to the anticipated Closing Date, the Company prepared and delivered to Parent a written statement, duly certified by the Chief Executive Officer or Chief Financial Officer of the Company (the "**Closing Statement**"), setting forth the Company's good faith calculation of (i) the estimated Closing Net Working Capital (the "**Estimated Net Working Capital**"), (ii) the estimated Closing Indebtedness (the "**Estimated Closing Indebtedness**"), (iii) the estimated Closing Company Cash (the "**Estimated Closing Company Cash**"), (iv) the estimated Closing Company Transaction Expenses (the "**Estimated Closing Company Transaction Expenses**"), (v) the estimated Merger Consideration (the "**Estimated Merger Consideration**") and (vi) with respect to each Equityholder of the Company, (A) the name, address and email address of such Equityholder, (B) the number and class of all shares of Series D Preferred Stock and Series D-a Preferred Stock, held by such Equityholder immediately prior to Closing, (C) a calculation of the Allocable Share with respect to each such Equityholder, (D) a calculation of the amount of the Estimated Merger Consideration payable to such Equityholder at Closing and (E) whether there is any required withholding on account of Taxes with respect to such Equityholder's Allocable Share of the Merger Consideration, and, with respect to each such Equityholder, the amount of any such withholding with respect thereto ((A)-(E) collectively, the "**Payment Schedule**"), in each case, including the components thereof and determined in a manner consistent with the definitions thereof and the Accounting Principles and based on the Company's books

and records, and together with reasonable supporting back-up documentation. The Company shall consider in good faith any comments to the Closing Statement, which shall be delivered by Parent to the Company no later than two (2) Business Days prior to the Closing. Parent and its Representatives, including Parent's independent accountants, will be entitled to review all work papers of the Company, including its independent accountants, relating to the Closing Statement. If Parent disputes the Closing Statement (or any portion thereof) prior to the Closing Date, Parent and the Company will negotiate in good faith to resolve any such dispute prior to the Closing and shall agree in writing upon the resolution thereof, which shall be reflected in a final Closing Statement delivered by the Company at Closing. For the avoidance of doubt, Parent's acceptance of the Company's Closing Statement and the components thereof for purposes of the Closing shall not limit or otherwise affect Parent's rights under this Section 2.6.

(b) Within ninety (90) days following the Closing Date, Parent will prepare, or cause to be prepared, and deliver to the Equityholder Representative, a written statement (the "**Post-Closing Statement**") setting forth Parent's good faith calculation of (i) Closing Net Working Capital, (ii) Closing Indebtedness, (iii) Closing Company Cash, (iv) Closing Company Transaction Expenses, and (v) the Merger Consideration, which calculations will be prepared in accordance with the Accounting Principles and the definitions provided in this Agreement.

(c) Upon receipt from Parent of the Post-Closing Statement, the Equityholder Representative shall have thirty (30) days to review the Post-Closing Statement (the "**Review Period**"). Parent shall (i) assist the Equityholder Representative and its Representatives and provide the Equityholder Representative and its Representatives with reasonable access upon reasonable prior notice during normal business hours to, the books, records (including work papers, schedules, memoranda and other documents (subject to the execution of customary access letters)), supporting data, facilities, employees and auditors of the Company, in each case, to the extent relevant to the preparation or review of the Post-Closing Statement and the items included therein, and (ii) reasonably cooperate with the Equityholder Representative and its Representatives in connection therewith, including providing on a timely basis all other information as is reasonably requested by the Equityholder Representative and its Representatives. If the Equityholder Representative disagrees with Parent's computation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses or Merger Consideration, the Equityholder Representative may, on or prior to the last day of the Review Period, deliver a notice to Parent (the "**Notice of Objection**") that sets forth its objection(s) to Parent's calculation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable. The Notice of Objection, if any, shall specify those items or amounts with which the Equityholder Representative disagrees with each such item or amount, and shall set forth the Equityholder Representative's calculation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable, based on such objections.

(d) Except to the extent set forth in a Notice of Objection delivered to Parent by the Equityholder Representative within the Review Period, the Equityholder Representative shall be deemed to have accepted Parent's calculation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable, and such calculation shall be final and binding on all parties hereto. If the Equityholder Representative delivers the Notice of Objection to Parent within the Review Period, Parent and the Equityholder Representative shall, during the twenty (20) days following such delivery or any mutually agreed extension thereof, use their commercially reasonable efforts to reach agreement on the disputed items and amounts in order to determine Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable. All such discussions and communications related thereto shall (unless otherwise agreed by Parent and the Equityholder Representative) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. Any items agreed to by the Equityholder Representative and Parent in writing, together with any items specified in the Post-Closing Statement that are not disputed or objected to by the Equityholder Representative in the Notice of Objection, are collectively referred to herein as the "**Resolved Matters**."

(e) If, at the end of the period set forth in Section 2.6(d) or any mutually agreed extension thereof, Parent and the Equityholder Representative are unable to resolve their disagreements, either the Equityholder Representative or Parent may refer all matters set forth in such Notice of Objection other than the applicable Resolved Matters (the "**Unresolved Matters**") to a nationally recognized independent accounting firm or independent consulting or professional services firm with significant merger and acquisition dispute experience related to purchase price adjustments and, if applicable, related tax matters reasonably acceptable to the Equityholder Representative and Parent, which shall act as an expert and not as an arbitrator (the "**Independent Accounting Firm**"). The Equityholder Representative and Parent each agree to negotiate in good faith and sign an engagement letter within ten (10) Business Days after the identification of any Unresolved Matters, in commercially reasonable form, as may reasonably be required by the Independent Accounting Firm. Parent and the Equityholder Representative shall instruct the Independent Accounting Firm to act as an expert in accounting and not as an arbitrator and to promptly review this Section 2.6 (and any related definitions) and to determine solely with respect to the Unresolved Matters and, whether and to what extent, if any, any component of the calculation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable, requires adjustment. The review of the Independent Accounting Firm shall be subject to an agreed upon schedule outlined in the engagement letter. The scope of the disputes to be resolved by the Independent Accounting Firm shall be limited to (i) whether the Post-Closing Statement was prepared in accordance with (A) the Accounting Principles and (B) this Agreement, in each case, with respect to the Unresolved Matters and (ii) whether there were mathematical errors in the Post-Closing Statement. The Independent Accounting Firm shall base its determination solely on written submissions by Parent and the Equityholder Representative and the terms and conditions of this Agreement, and prepared on a good faith basis, and not on an independent review. Parent and the Equityholder Representative shall make available to the Independent Accounting Firm all relevant books and records (including work papers, schedules, memoranda and other documents) and other items reasonably requested by the Independent Accounting Firm (provided, that they shall contemporaneously provide a copy to the other party of any materials requested by, and provided to, the Independent Accounting Firm) and shall be afforded the opportunity to present to the Independent Accounting Firm any material relating to the Unresolved Matters. There shall be no ex parte communications between the Equityholder Representative, Parent or any of their respective Affiliates, on the one hand, and the Independent Accounting Firm, on the other hand. The final written determination of the Independent Accounting Firm shall be made in strict accordance with the terms of this Agreement, without regard to principles of equity. The Parties shall use commercially reasonable efforts to cause the Independent Accounting Firm to deliver to Parent and the Equityholder Representative (as promptly as practicable, but in no event later than forty-five (45) days after its retention) a report which sets forth its resolution of the Unresolved Matters and amounts and its calculation of Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and/or Merger Consideration, as applicable; *provided*, *however*, that (X) the Independent Accounting Firm shall use the amounts set forth in the Post-Closing Statement or as otherwise agreed to by the Equityholder Representative and Parent in writing pursuant to Section 2.6(d) for any Resolved Matters and (Y) in no event shall any Unresolved Matter as determined by the Independent Accounting Firm be more than the greatest value claimed by a party for such Unresolved Matter or less than the smallest value claimed by a party for such Unresolved Matter, in the case of Parent, in the Post-Closing Statement or in the case of the Equityholder Representative, in a Notice of Objection. The decision of the Independent Accounting Firm shall be final, conclusive and binding on Parent and the Equityholder Representative absent fraud or manifest error. The Parties agree that judgment may be entered upon the determination of the Independent Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced.

(f) Parent and the Former Holders shall share the fees and expenses of the Independent Accounting Firm in inverse proportion to the relative amounts subject to the Notice of Objection that are determined in favor of such party, in accordance with the following formulas: (i) Parent shall pay a portion of such fees and expenses equal to the total fees and expenses multiplied by a fraction, the numerator of which is the dollar amount subject to the Notice of Objection resolved in favor of the Equityholder Representative and the denominator of which is the total dollar amount subject to the Notice of Objection and (ii) the Former Holders shall pay a portion of such fees and expenses equal to the total fees and expenses multiplied by a fraction, the numerator of which is the dollar amount subject to the Notice of Objection resolved in favor of Parent and the denominator of which is the total dollar amount

subject to the Notice of Objection; *provided*, *however*, that any portion of the Independent Accounting Firm's fees and expenses that are the responsibility of the Former Holders shall (A) first, be paid out of the Equityholder Representative Expense Fund, to the extent then available, and (B) second, to the extent the Equityholder Representative Expense Fund is exhausted, by the Former Holders, severally and not jointly, in proportion to their applicable Allocable Share; provided that no Former Holder shall be responsible for any fees of the Independent Accounting Firm in excess of the portion of the Merger Consideration actually received by such Former Holder as an Equityholder (net of any payments made by such Equityholder pursuant to this Agreement, including pursuant to Article X). Parent and the Former Holders shall each be responsible for paying the fees and expenses of their own respective attorneys, accountants and other Representatives in connection with Notice of Objection. For the avoidance of doubt, and solely as an example, if the Equityholder Representative disputes a total of $100 and the Independent Accounting Firm awards $60 in favor of the Former Holders, Parent shall pay 60% of the fees of the Independent Accounting Firm.

(g) For the purposes of this Agreement, "**Final Net Working Capital**," "**Final Closing Indebtedness**," "**Final Closing Company Cash**," "**Final Company Transaction Expenses**" and "**Final Merger Consideration**" mean Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses and Merger Consideration, respectively: (i) as shown in the Post-Closing Statement delivered by Parent to the Equityholder Representative pursuant to Section 2.6(b), if no Notice of Objection with respect thereto is timely delivered by the Equityholder Representative to Parent pursuant to Section 2.6(c) or (ii) if a Notice of Objection is so delivered, (A) as agreed by Parent and the Equityholder Representative pursuant to Section 2.6(d) or (B) in the absence of such agreement, as shown in the Independent Accounting Firm's calculation delivered pursuant to Section 2.6(e).

(h) If (i) the Adjustment Amount is positive, then (A) Parent shall pay, or cause to be paid, to the Paying Agent, the Adjustment Amount within five (5) Business Days from the date on which the Adjustment Amount is finally determined pursuant to Section 2.6(g) by bank wire transfer of immediately available funds to the account or accounts designated in writing by the Paying Agent for payment to the Former Holders in accordance with the Payment Schedule, this Agreement and the Paying Agent Agreement, *provided*, *however*, that in no instance shall the Adjustment Amount payable by Parent in accordance with this Section 2.6(h)(i) exceed the Adjustment Escrow Amount and (B) Parent and the Equityholder Representative shall jointly instruct the Escrow Agent to deposit the Adjustment Escrow Amount with the Paying Agent for the benefit of the Former Holders (and, in each case, for further payment to the Former Holders pursuant to the Equityholder Representative's instructions to the Paying Agent), or (ii) if the Adjustment Amount is negative, then, within five (5) Business Days from the date on which the Adjustment Amount is finally determined pursuant to Section 2.6(g), (A) Parent and the Equityholder Representative shall jointly instruct the Escrow Agent to release to Parent, from the Adjustment Escrow Amount, an amount equal to the absolute value of the Adjustment Amount, provided, however, that in no instance shall the Adjustment Amount payable to Parent in accordance with this Section 2.6(h)(ii) exceed the Adjustment Escrow Amount, and (B) Parent and the Equityholder Representative shall jointly instruct the Escrow Agent to deposit the remainder of the Adjustment Escrow Amount, if any, with the Paying Agent for the benefit of the Former Holders.

(i) The adjustment provisions set forth in this Section 2.6 are the sole and exclusive remedy of the parties in (i) determining whether or not any adjustment would be made to the Closing Net Working Capital, Closing Indebtedness, Closing Company Cash, Closing Company Transaction Expenses or Merger Consideration, and (ii) determining the amount of such adjustment.

(j) Any payments made pursuant to this Section 2.6 shall be treated as an adjustment to the Merger Consideration (as determined for Tax purposes) for all Tax purposes, unless otherwise required by Applicable Law.

1.7 Closing Payments.

(a) Subject to the terms and conditions hereof, at the Closing, Parent shall pay the following amounts, by wire transfer of immediately available funds, as follows:

(i) Parent shall pay the Paid Indebtedness and the Estimated Closing Company Transaction Expenses to the holders thereof by wire transfer of immediately available funds in accordance with the wire transfer instructions included in the Closing Payoff Statement.

(ii) Parent shall pay the Adjustment Escrow Amount and the Retention Escrow Amount to the Escrow Agent by wire transfer of immediately available funds, in accordance with the terms of the Escrow Agreement;

(iii) Parent shall pay the Equityholder Representative Expense Fund to the Equityholder Representative, in accordance with Section 7.1(e); and

(iv) Parent shall deposit, or cause to be deposited, the Closing Payment with the Paying Agent for distribution to the Equityholders in accordance with Section 2.4(c) and Section 2.4(d) and the Paying Agent Agreement, subject to and in accordance with the provisions of Section 2.9.

(b) On the first payroll processing date occurring following the Closing Date, Parent shall use commercially reasonable efforts to cause the Surviving Corporation to pay, any applicable Change of Control Payments to (i) each Liquidity Bonus Recipient that has executed and delivered a Contract in the form of Exhibit G (a "**Release Agreement**"), and (ii) to each other Person who is entitled to receive a Change of Control Payment (each, a "**Change of Control Payment Recipient**"), in each case through (A) the Company's payroll system in accordance with standard payroll practices, and subject to any required withholding for applicable Taxes, in the case of such Change of Control Payment Recipients who are current or former employees and (B) through the Company's accounts payable system, in the case of such Change of Control Payment Recipients who are neither current nor former employees. The Liquidity Bonus Recipients, the Change of Control Payment Recipients, and the amount of their respective Change of Control Payments are set forth on Section 2.7(b) to the Disclosure Schedule.

1.8 Closing Deliverables.

(a) At or prior to the Closing, the Company shall deliver to Parent:

(i) the Closing Statement (including the Payment Schedule) pursuant to Section 2.6(a);

(ii) the Closing Payoff Statement;

(iii) the Stockholder Written Consent;

(iv) the Escrow Agreement, duly executed by the Equityholder Representative and the Escrow Agent;

(v) the Paying Agent Agreement, duly executed by the Equityholder Representative and the Paying Agent;

(vi) the Release Agreements, duly executed by each Change of Control Payment Recipient;

(vii) [Reserved];

(viii) the executed consents and evidences of notice to third parties regarding the transactions contemplated herein with respect to each of the Contracts set forth in Section 2.8(a)(viii) of the Disclosure Schedule (the "**Required Consents**");

(ix) [Reserved];

(x) evidence of termination of the Investors' Rights Agreement;

(xi) payment instructions for the payment in full of all Company Transaction Costs (other than with respect to Change of Control Payments which shall be paid in accordance with Section 2.7(b);

(xii) a duly completed IRS Form W-9 executed by the Company;

(xiii) certificates of good standing from the Secretary of State of the State of Delaware and from the Arizona Corporation Commission, as to the Company's good standing;

(xiv) a copy of each of the D&O Tail Policy and the Run-Off Policy;

(xv) a certificate, dated the Closing Date and signed by an authorized officer of the Company, (i) certifying and attaching true and complete copies of the organizational documents of the Company, (ii) certifying and attaching all resolutions (or minutes of meetings) of the Company evidencing the approval of this Agreement and the transactions contemplated herein and (iii) certifying the incumbency of each individual executing this Agreement or any Transaction Document on behalf of the Company;

(xvi) evidence that the Company has instructed Donnelly Financial Solutions (the "**Data Room Provider**") to deliver a flash drive (which shall be permanent and accessible with readily and commercially available software) containing, in electronic format, all documents posted to the Project Bright Angel electronic data room hosted by the Data Room Provider as of the Closing Date;

(xvii) Payoff Letters with respect to any Paid Indebtedness to be repaid at the Closing; and

(xviii) the Resignations pursuant to Section 5.1;

(xix) the Offer Letters pursuant to Section 6.9(a); and

(xx) the Consulting Agreements pursuant to Section 6.9(b).

(b) At or prior to the Closing, Parent shall deliver to the Company:

(i) a copy of the R&W Policy;

(ii) the Escrow Agreement, duly executed by Parent; and

(iii) the Paying Agent Agreement, duly executed by Parent.

1.9 Paying Agent Procedures.

(a) Paying Agent. At the Effective Time, Parent and the Equityholder Representative shall enter into a Paying Agent Agreement with the Paying Agent for the purpose of exchanging shares of Company Preferred Stock for the Merger Consideration.

(b) Payment Procedures. Upon surrender of each Book-Entry Share to the Paying Agent, together with a duly executed Letter of Transmittal, and such other documents as may reasonably be required by the Paying Agent, at the Effective Time, such Former Holder shall be entitled to receive in exchange therefor, subject to any required withholding Taxes, the consideration described in Section 2.4(c) or Section 2.4(d), as applicable, without interest, for each share of Series D Preferred Stock or Series D-a Preferred Stock, surrendered in accordance with this Agreement. Until surrendered as contemplated by this Section 2.9(b), each Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the consideration described in Section 2.4 attributable

to such Book-Entry Share as contemplated by this Article II and in accordance with the Payment Schedule, without interest.

(c) No Further Ownership Rights in Series D Preferred Stock or Series D-a Preferred Stock; Transfer Books. The cash amounts paid and to be paid in respect of shares of Series D Preferred Stock and Series D-a Preferred Stock in accordance with the terms hereof shall be deemed to be paid in full satisfaction of all rights pertaining to any and all shares of the Series D Preferred Stock and Series D-a Preferred Stock. If, after the Effective Time, any Book-Entry Shares are presented to the Surviving Corporation or the Paying Agent for any reason, they shall be canceled and exchanged as provided in this Section 2.9. At the Effective Time, the stock transfer books of the Company shall be closed, and there shall thereafter be no further registration of transfers of shares of Company Common Stock, Company Preferred Stock or any other capital stock of the Company that were outstanding immediately prior to the Effective Time on the records of the Company.

(d) Termination of Paying Agent Fund. At any time following the first anniversary of the Closing Date, the Surviving Corporation shall be entitled to require the Paying Agent to deliver to it any funds (including any interest received with respect thereto) that had been made available to the Paying Agent and which have not been disbursed in accordance with this Article II, and thereafter Persons entitled to receive payment pursuant to this Article II shall be entitled to look only to Parent and the Surviving Corporation (and not the Equityholder Representative nor any of their Affiliates other than the Surviving Corporation) as general creditors thereof with respect to the payment of any portion of the Merger Consideration, that may be payable upon surrender of any Book-Entry Shares, as determined pursuant to this Agreement, without any interest thereon.

(a) No Liability. None of the parties hereto or the Paying Agent shall be liable to any Person in respect of any cash from the Paying Agent delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Book-Entry Share has not been surrendered prior to five (5) years after the Effective Time or immediately prior to such earlier date on which the Merger Consideration payable in respect of such Book-Entry Share would otherwise escheat to or become the property of any Governmental Entity, any such shares, cash, dividends or distributions in respect of such Book-Entry Share shall, to the extent permitted by Applicable Law, become the property of the Surviving Corporation (and not Parent nor any of its Affiliates other than the Surviving Corporation), free and clear of all claims or interest of any person previously entitled thereto.

1.10 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 2.4, shares of Company Common Stock and Company Preferred Stock issued and outstanding immediately prior to the Effective Time (other than shares cancelled in accordance with Section 2.4(b)(i)) and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares in accordance with Section 262 of the DGCL (such shares being referred to collectively as the "**Dissenting Shares**" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the DGCL with respect to such shares) shall not be converted into a right to receive a portion of the Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; *provided*, *however*, that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to Section 262 of the DGCL or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, such shares shall be treated as if they had been converted as of the Effective Time into the right to receive the portion of the Merger Consideration, if any, to which such holder is entitled pursuant to Section 2.4, without interest thereon. The Company shall provide Parent prompt written notice of any demands received by the Company for appraisal of shares, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to the DGCL that relates to such demand, and Parent and the Company shall jointly participate in all negotiations and proceedings with respect to such demands. Neither Parent nor the Company shall,

except with the prior written consent of the other, make any payment with respect to, or settle or offer to settle, any such demands.

1.11 Withholding. Each of Parent, the Paying Agent, the Escrow Agent, Merger Sub, Company, and the Surviving Corporation, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as each is required to deduct and withhold with respect to the making of such payment under the Code and the Treasury Regulations, or any applicable provision of U.S. state or local tax law or non-U.S. tax law. To the extent that amounts are so deducted and withheld and paid to the appropriate Taxing Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by the relevant party.

Article IIIA
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As a material inducement to Parent and Merger Sub to execute and perform their obligations under this Agreement, the Company represents and warrants to Parent and Merger Sub (subject to the items expressly set forth on the Disclosure Schedule, which has been delivered by the Company to Parent and Merger Sub concurrently with the execution hereof) that the following statements are true and correct as of the date of this Agreement and as of the Effective Time. The Company hereby agrees and acknowledges that Parent is relying on the representations and warranties of the Company contained in this Article III in deciding whether to enter into this Agreement and to consummate the transactions contemplated hereby.

1.1 Organizational Matters.

(a) Organization, Standing and Power to Conduct Business. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority and possesses all material Permits necessary to own, lease and operate its properties and assets to carry on its business as now being conducted and to perform its obligations under each Contract to which it is a party. The Company is duly qualified to conduct the Business and is in good standing in each of the jurisdictions set forth in Section 3.1(a)(i) of the Disclosure Schedule, and such jurisdictions represent all of the jurisdictions in which the nature of the Company's business or the ownership or leasing of its properties and assets makes such qualification necessary, except where the failure to be so qualified or in good standing would not materially impair the ability of the Company to conduct its business operations. Except as set forth on Section 3.1(a)(ii) of the Disclosure Schedule, the Company has no operations in jurisdictions outside the United States. Except as set forth on Section 3.1(a)(iii) of the Disclosure Schedule, the Company has not ever conducted any business under or otherwise used, for any purpose or in any jurisdiction, any fictitious name, assumed name, trade name or other name. Section 3.1(a)(iv) of the Disclosure Schedule accurately sets forth, with respect to the Company: (A) the name of each director (or equivalent thereof), (B) the name of each member of each committee of the board of directors (or equivalent thereof), and (C) the name and title of each officer.

(b) Charter Documents. The Company has delivered to Parent true and complete copies of the certificate of incorporation and bylaws of the Company, in each case as amended to date and currently in effect (such instruments and documents, the "**Company Charter Documents**"). The Company is not in violation of any of the provisions of the Company Charter Documents.

(c) Subsidiaries. The Company does not have any Subsidiaries and does not own (beneficially or otherwise), hold or have any direct or indirect interest in or right to acquire capital stock or other Equity Interests or ownership interests in any Person, and the Company is not a member of or participant in any partnership, joint venture or similar entity.

1.2 Capital Structure.

(a) Capital Stock. As of immediately prior to the Closing, the authorized capital stock of the Company consists only of (i) 36,034,875 shares of Company Common Stock, consisting of (A) 31,509,775 shares of which are designated as "Voting Common Stock," 5,621,348 of which are issued and outstanding, and (B) 4,525,100 shares of which are designated as "Non-Voting Common Stock," zero of which are issued and outstanding, and (ii) 19,176,241 shares of Company Preferred Stock, 10,623,425 of which are issued and outstanding, consisting of (Q) 3,525,000 shares of which are designated as "Series A Preferred Stock," 3,513,689 of which are issued and outstanding, (R) 2,760,000 shares of which are designated as "Series B Preferred Stock," 2,711,865 of which are issued and outstanding, (S) 850,000 shares of which are designated as "Series B-1 Preferred Stock," 747,390 of which are issued and outstanding, (T) 2,573,835 shares of which are designated as "Series C-1 Preferred Stock," 240,414 of which are issued and outstanding, (U) 2,345,417 shares of which are designated as "Series C-1a Preferred Stock," 1,229,834 of which are issued and outstanding, (V) 2,091,433 shares of which are designated as "Series C-2 Preferred Stock," 123,650 of which are issued and outstanding, (W) 1,973,953 shares of which are designated as "Series C-2a Preferred Stock," 40,000 of which are issued and outstanding, (X) 514,139 shares of which are designated as "Series C-3 Preferred Stock," 475,750 of which are issued and outstanding, (Y) 2,159,775 shares of which are designated as "Series D Preferred Stock," 1,474,317 of which are issued and outstanding, and (Z) 382,689 shares of which are designated as "Series D-a Preferred Stock," 66,516 of which are issued and outstanding, and the Company has no other issued or outstanding shares of capital stock. All of the issued and outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, non-assessable and are not subject to, nor were they issued in violation of, any preemptive right, purchase or call option, right of first refusal, subscription right or any similar right. No shares of Company Common Stock, Company Preferred Stock or other capital stock of the Company are held as treasury stock or are owned by the Company. All shares of the capital stock of the Company have been issued in compliance with (i) all requirements set forth in any applicable Contract and (ii) the Company Charter Documents. All of the issued and outstanding Equity Interests of the Company, and the holders thereof (and opposite the name of each holder, the number of shares of capital stock or other Equity Interests of the Company held by such holder), are set forth in Section 3.2(a) of the Disclosure Schedule.

(b) Convertible Notes; Warrants. As of immediately prior to the Closing, the only convertible notes issued by the Company were issued (i) on May 10, 2018, payable in the aggregate principal amount of $7,500,000, due on January 7, 2025 (the "**2018 Convertible Notes**") and (ii) on August 11, 2020, payable in the aggregate principal amount of $5,000,000 due on January 7, 2025 (the "**2020 Convertible Notes**," and together with the 2018 Convertible Notes, the "**Convertible Notes**"). The Company has made available to Parent and Merger Sub a true, correct, and complete copy of each of the instruments and documents related to the Convertible Notes. All of the issued Convertible Notes have been duly authorized and are not subject to, nor were they issued in violation of, any preemptive right, purchase or call option, right of first refusal, subscription right or any similar right. The Convertible Notes, the holders thereof (and opposite the name of each holder, the Convertible Notes held by such holder), and the accrued interest through August 31, 2024, are set forth in Section 3.2(b) of the Disclosure Schedule. Section 3.2(b) of the Disclosure Schedule sets forth a true and complete list of all outstanding warrants to purchase Company Common Stock or Company Preferred Stock (the "**Warrants**").

(c) Other Securities. Section 3.2(c) of the Disclosure Schedule sets forth a true and complete list of all holders of all outstanding Options and RSUs as of the date hereof, showing the number of Options (including applicable exercise prices and expiration dates) and RSUs held by each holder. Except for the Company Common Stock, the Company Preferred Stock, the Convertible Notes and the Warrants and as set forth in Section 3.2(c) of the Disclosure Schedule, there are no shares of capital stock or other Equity Interests or existing subscriptions, securities (including convertible securities), options, warrants, calls, rights, Contracts, commitments of any character (whether or not currently exercisable, convertible or exchangeable), agreements, arrangements or undertakings of any kind to which the Company is a party or by which it is bound obligating the Company to (i) issue, convert, deliver or sell, or cause to be issued, delivered or sold, shares of capital stock, Equity Interests or other securities of the Company, (ii) issue, grant, extend or enter into any such existing subscription, security (including convertible securities), option, warrant, call, right, Contract, commitment of any character (whether or not currently exercisable, convertible or exchangeable), agreement, arrangement or undertaking or (iii) issue or distribute to holders of any shares of capital stock or other Equity Interests of the Company any evidences of indebtedness or assets of the Company. Except for the Company

Preferred Stock and the Convertible Notes, the Company is not under any obligation, contingent or otherwise, to (i) purchase, repurchase, redeem or otherwise acquire any Equity Interests or other equity or quasi-equity interests of the Company or shares of its capital stock or any interest therein or to pay any dividend or make any other distribution with respect thereto, or (ii) provide material funds to, or make any material investment in (in the form of a loan, capital contribution or otherwise), or provide any guarantee with respect to the obligations of, any Person. The Company has furnished to Parent complete and accurate copies of the Equity Incentive Plan and forms of agreements used thereunder. All Options and RSUs set forth on Section 3.2(c) of the Disclosure Schedule have been granted pursuant to, and in accordance with the terms of, the Equity Incentive Plan, and the vesting schedule applicable to such Options and RSUs is set forth in Section 3.2(c) of the Disclosure Schedule. Except for the Convertible Notes, there are no bonds, debentures, notes or other Indebtedness of the Company having the right to vote or consent (or, convertible into, or exchangeable for, securities having the right to vote or consent) on any matters on which stockholders (or other equity holders) of the Company may vote. Except as set forth on Section 3.2(c) of the Disclosure Schedule, there are no voting trusts, irrevocable proxies or other Contracts or understandings to which the Company is a party or is bound with respect to the voting of, transfer of, registration of, consent of, or otherwise restricting any Person from purchasing, selling, pledging, transferring or otherwise disposing of (or granting any option or similar right with respect to) the capital stock or other Equity Interests of the Company. Other than with respect to the Options and RSUs listed in Section 3.2(c) of the Disclosure Schedule, the Company has not promised or otherwise indicated an intention (whether orally or in writing) to grant to any employee, consultant or contractor of the Company or any other Person any options or other Equity Interests in the Company.

(d) No Agreements. Except as set forth in Section 3.2(d) of the Disclosure Schedule and this Agreement, there are no agreements, written or oral, to which the Company is a party relating to the issuance, acquisition (including rights of first refusal or preemptive rights), disposition, registration under the Securities Act of 1933, as amended (the "**Securities Act**"), or voting of the capital stock or other securities of the Company.

(e) No Dissolutions. Neither the Company nor any of the Company's equity holders, including the Equityholders, have ever approved, or commenced any proceeding or made any election contemplating, the dissolution or liquidation of the Company or the winding up or cessation of the Business or its affairs.

(f) No Distributions. Other than with respect to the payment of Merger Consideration in accordance with the terms of this Agreement, no Equityholder shall have any right to receive, and the Company shall not be required or obligated to pay, any dividends, distributions or other amounts in respect of the capital stock or other Equity Interests of the Company or to pay any dividends, distributions or other amounts to any other Person in respect of any Equity Interest of the Company.

(g) Compliance with Laws. All shares of Company Common Stock and Company Preferred Stock and other rights to acquire capital stock or other securities of the Company have been issued in compliance with all applicable securities laws and all other Applicable Laws.

(h) Merger Consideration. No Person will be entitled to receive or have any claim to a portion of the Merger Consideration as a result of such Person's status as a holder of Equity Interests of the Company, other than the Equityholders listed on the Payment Schedule and the holders of the Convertible Notes.

(i) Payment Schedule. The Payment Schedule, attached hereto as Exhibit H, is true, correct and complete in all respects as of the date hereof.

1.3 Authority and Due Execution.

(a) Authority. The Company has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein or therein. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Company, and the consummation of the transactions contemplated herein or therein, have been duly and

validly authorized by all necessary corporate action on the part of the Company, and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company or to consummate the transactions contemplated herein or therein.

(b) Due Execution. This Agreement and each other Transaction Document to which the Company is a party has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by Parent, Merger Sub and other parties hereto and thereto, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles (the "**Remedies Exceptions**").

1.4 Non-Contravention and Consents. Except as set forth in Section 3.4 of the Disclosure Schedule:

(a) Non-Contravention. The execution and delivery of this Agreement and each other Transaction Document and the consummation of the transactions contemplated herein and therein by the Company do not, and the performance of this Agreement and each other Transaction Document by the Company will not conflict with, or result in any violation, breach of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a benefit under, or give rise to any obligation of the Company to make any payment under, or result in the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the properties or assets of the Company under (with or without notice or lapse of time, or both) any provision of (i) the Company Charter Documents, (ii) any Applicable Laws, (iii) any Material Contract or any Permit to which the Company is a party or by which any of the properties or assets of the Company are bound, or (iv) any Order applicable to the Company or any of the properties or assets of the Company.

(b) Contractual Consents. No Consent under any Material Contract is required to be obtained in connection with the execution, delivery or performance of this Agreement or any other Transaction Document by the Company or the consummation of the transactions contemplated herein or therein.

(c) Governmental Consents. No Consent of any national, state, municipal, provincial, county, local or foreign government, any instrumentality, subdivision, department, ministry, board, legislative body, court, administrative or regulatory agency, bureau or commission, or other governmental entity or instrumentality or political subdivision thereof, or any quasi-governmental or private body exercising any executive, legislative, judicial, administrative, regulatory, taxing, importing or other functions of or pertaining to a government (including any supranational entity, including the European Union or United Nations) (a "**Governmental Entity**") is required to be obtained or made by the Company in connection with the execution, delivery and performance of this Agreement or any other Transaction Document by the Company or the consummation of the transactions contemplated herein or therein, except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

1.5 Financial Statements.

(a) Financial Statements.

(i) Section 3.5(a) of the Disclosure Schedule sets forth: (A) the audited financial statements (consisting of a balance sheet, statement of operations and statement of cash flows) prepared by the Company for the years ended December 31, 2021, 2022 and 2023 (the "**Year End Financial Statements**"), and (B) the unaudited financial statements for the six-month period ended June 30, 2024 (the "**Most Recent Financial Statements**" and collectively with the Year End Financial Statements, the "**Financial Statements**"). Except as set forth in Section 3.5(a) of the Disclosure Schedule or in the notes to the Financial Statements, the Financial Statements were prepared in all material respects in accordance with GAAP, throughout the periods involved, subject in the case of the

Most Recent Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be material, individually or in aggregate) and the absence of footnotes required by GAAP and other disclosure items (that, if presented, would not differ materially from those presented in the Year End Financial Statements), are true, complete and correct in all material respects, and fairly and accurately present in all material respects the financial position, results of operations and cash flows of the Company as of the dates, and for the periods, indicated therein.

(ii) The Financial Statements were prepared from the books, records and accounts of the Company, which books, records and accounts of the Company are true, correct and complete in all material respects, have been maintained in accordance with good business practices and all Applicable Laws and reflect all debits, credits, accounting entries and financial transactions of the Company that are required to be reflected in accordance with GAAP. The Company maintains accurate books and records reflecting its assets and liabilities and maintains proper and adequate internal accounting controls.

(iii) The Company does not have, has not received or otherwise has not obtained Knowledge of any complaint, allegation, assertion or claim, whether made in writing or made orally, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or its internal accounting controls, including any complaint, allegation, assertion or claim that the Company has engaged in questionable accounting or auditing practices.

(b) Absence of Liabilities. The Company has no liabilities, other than (i) as set forth in the Most Recent Financial Statements, (ii) liabilities incurred in the Ordinary Course of Business subsequent to the date of the Most Recent Financial Statements (none of which is a liability resulting from a breach of contract, breach of warranty, tort, infringement or misappropriation, environmental matter, or that relates to any cause of action, claim or lawsuit), (iii) obligations under the executory clause of Contracts incurred in the Ordinary Course of Business, and (iv) liabilities that are not material to the financial condition or operating results of the Company, individually or in the aggregate.

1.6 Indebtedness. The Company does not have any Indebtedness of any type (whether accrued, absolute, contingent, matured or unmatured), except for: (a) Indebtedness set forth on the Most Recent Financial Statements, or (b) Indebtedness described in reasonable detail in Section 3.6 of the Disclosure Schedule. The Company has made available to Parent and Merger Sub a true, correct, and complete copy of each of the instruments and documents related to the items of Indebtedness required to be listed in Section 3.6 of the Disclosure Schedule. With respect to each item of Indebtedness, the Company is not in default and no payments are past due, and no circumstance exists that, with notice, the passage of time or both, could constitute a default by the Company under any item of Indebtedness. The Company has not received any written or oral notice of a default, alleged failure to perform or any offset or counterclaim with respect to any item of Indebtedness that has not been fully remedied and withdrawn. Other than as set forth in Section 3.6 of the Disclosure Schedule, the consummation of the transactions contemplated in this Agreement or any other Transaction Document to which the Company is a party will not cause a default, breach or an acceleration, automatic or otherwise, of any conditions, covenants or any other terms of any item of Indebtedness. The Company is not a guarantor or otherwise liable for any liability or obligation (including Indebtedness) of any other Person.

1.7 Litigation. Except as disclosed on Section 3.7 of the Disclosure Schedule, there have not been in the last five (5) years, and there currently are no claims, charges, material complaints, actions, suits, settlements, hearings, investigations or proceedings, or governmental or regulatory inquiries (each, a "**Legal Proceeding**"), pending or threatened (a) against the Company or the Business, (b) relating to this Agreement, the Company, any of the Company's assets, any Equity Interest of the Company, the Transaction Documents or the transactions contemplated by this Agreement, (c) that involves or affects any of the assets owned or leased, used or controlled by the Company or any Person whose liability the Company has or may have retained or assumed, either contractually or by operation of Applicable Law, or (d) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated in this Agreement. There have not been in the last five (5) years, and there are currently no Legal Proceedings initiated by the Company that are pending, or that the Company intends to initiate, against any other Person related to the Company or the Business. The Company has not received any written notice, or to the Knowledge of the Company, oral notice, of a

Legal Proceeding, nor is any Legal Proceeding threatened, including with respect to a violation of securities laws, breach of fiduciary duty or similar violation by any of the respective directors, officers or employees of the Company. Neither the Company, nor any of the assets owned or used by the Company, is subject to any injunction, judgment, decree or Order, and the Company is not in violation of any injunction, judgment, decree or Order. No event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that reasonably would be expected to, give rise to or serve as a basis for the commencement of any such Legal Proceeding. There is no proposed or threatened Order that, if issued or otherwise put into effect, (i) could have an adverse effect on the business, condition, assets, liabilities, operations, financial performance, net income or prospects of the Company or the ability of the Company to comply with or perform any covenant or obligation under this Agreement or any of the other Transaction Documents or (ii) could have the effect of preventing, delaying, making illegal or otherwise interfering with the transactions contemplated in this Agreement or the Transaction Documents. The Company has made available to Parent true, correct and complete copies of all material pleadings, correspondence and other written materials to which the Company has access and that relates to any Legal Proceeding identified on Section 3.7 of the Disclosure Schedule.

1.8 **Taxes**. Except as set forth in Section 3.8 of the Disclosure Schedule:

(a) (i) All Tax Returns required to be filed by or with respect to the Company have been duly and timely filed (taking into account any extension of time within which to file); (ii) each such Tax Return is true, correct and complete in all material respects; (iii) all Taxes owed by the Company or for which the Company may be liable that are or have become due, whether or not shown as due on such Tax Returns, including any Taxes required to be withheld, collected or deposited by or with respect to Company, have been timely paid in full; (iv) no penalty, interest or other charge is or will become due with respect to the late filing of any such Tax Return or late payment of any such Tax; and (v) there are no Liens (other than Taxes not yet due and payable) on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Section 3.8(b) of the Disclosure Schedule lists all federal, state, local and foreign income Tax Returns filed with respect to the Company for the three (3) taxable years ending prior to the Closing Date, indicates those of such Tax Returns that have been audited, indicates those of such Tax Returns that are currently the subject of audit and indicates those of such Tax Returns whose audits have been closed. The Company has made available to Parent true and complete copies of all Tax Returns filed by the Company during the past three (3) years and all correspondence to the Company from, or from the Company to, a Taxing Authority relating thereto.

(c) There is no claim against the Company for any Taxes, and no assessment, deficiency or adjustment has been asserted, proposed or threatened with respect to any Tax Return of or with respect to the Company. No Tax audits or administrative or judicial proceedings are being conducted, pending or threatened with respect to the Company. No claim has ever been made by a Taxing Authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation in that jurisdiction and the Company is not and has never been subject to Tax in any jurisdiction other than in its country of incorporation, organization or formation by virtue of having employees, contractors, a permanent establishment or any other place of business in such other jurisdiction. There are no matters under discussion between the Company and any Taxing Authority with respect to matters that could result in an additional amount of Tax.

(d) There is not in force any extension of time with respect to the due date for the filing of any Tax Return of or with respect to the Company or any waiver or agreement for any extension of time or statute of limitations for the assessment or payment of any Tax of or with respect to the Company.

(e) The Company is not a party to or bound by any Tax allocation, sharing or indemnity agreements or arrangements.

(f) None of the property of the Company is held in an arrangement that is or reasonably could be classified as a partnership for Tax purposes, and the Company does not own any interest in any controlled foreign corporation (as defined in Section 957 of the Code), passive foreign

investment company (as defined in Section 1297 of the Code) or other entity the income of which is or could be required to be included in the income of the Company.

(g) No property of the Company is "*tax-exempt use property*" (within the meaning of Section 168(h) of the Code) or "*tax exempt bond financed property*" (within the meaning of Section 168(g)(5) of the Code).

(h) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "*closing agreement*" as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (iii) intercompany transactions or any excess loss account described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision of state, local or foreign income Tax law) arising on or before the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) prepaid amount received on or prior to the Closing Date; or (vi) election under Code Section 108(i) (or any corresponding or similar provision of state, local or foreign income Tax law).

(i) The Company does not have any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding or similar provisions of state, local or foreign Tax law), or as a transferee or successor, or by contract or otherwise. The Company is not and has never been a member of an affiliated, consolidated, combined or unitary group filing for federal or state income tax purposes.

(j) The Company has not entered into any agreement or arrangement with any Taxing Authority that requires the Company to take any action or to refrain from taking any action. The Company is not a party to any agreement with any Taxing Authority that would be terminated or adversely affected as a result of the transactions contemplated in this Agreement.

(k) The Company has not participated, within the meaning of Treasury Regulations Section 1.6011-4(c), in any "*reportable transaction*" within the meaning of Section 6011 of the Code and the Treasury Regulations thereunder. The Company has disclosed on its Tax Returns all positions taken therein that could give rise to a substantial understatement of Tax within the meaning of Section 6662 of the Code (or any similar provision of state, local or foreign law).

(l) There is no material property or obligation of the Company, including uncashed checks to vendors, customers, or employees, non-refunded overpayments or unclaimed subscription balances or unapplied cash balances, that is escheatable to any state or municipality under any applicable escheatment laws, as of the date hereof or that may at any time after the date hereof become escheatable to any state or municipality under an applicable escheatment laws.

(m) All payments by or to the Company comply with all applicable transfer pricing requirements imposed by any Taxing Authority, and the Company has made available to Parent accurate and complete copies of all transfer pricing documentation prepared pursuant to Treasury Regulation Section 1.6662-6 (or any similar foreign statutory, regulatory, or administrative provision) by or with respect to the Company during the past five (5) years.

(n) The Company is and has been in full compliance with all terms and conditions of any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order of a Taxing Authority, and the consummation of the transactions contemplated in this Agreement will not have any adverse effect on the continued validity and effectiveness of any such Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order.

(o) The provision for Taxes set forth on the balance sheets included in the Financial Statements are sufficient for all accrued and unpaid Taxes, whether asserted or unasserted, contingent or otherwise, as of the dates thereof. The Company has not incurred any liabilities for Taxes since such

dates (i) arising from extraordinary gains or losses, as that term is used in GAAP, (ii) outside the Ordinary Course of Business, or (iii) inconsistent with past custom or practice.

(p) The Company has not constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (i) in the two (2) years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated in this Agreement.

(q) No power of attorney that is currently in force has been granted by the Company with respect to any matter relating to Taxes that could affect the Company.

(r) All of the Company's property that is subject to property Tax has been properly listed and described on the property tax rolls of the appropriate Taxing Authority for all periods prior to Closing and no portion of the Company's property constitutes omitted property for property tax purposes.

(s) The Company has (i) complied or caused to comply with in all respects with all laws relating to the reporting and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 1445, 1446, 1471 and 1472 of the Code or similar provisions under any non-U.S. law), timely filed or caused to timely file all withholding and information Tax Returns (including Forms W-2, 1099 and 1042), and maintained all required records with respect thereto, and (ii) collected or withheld (or caused to collect and withhold) (within the time and in the manner prescribed by law) from any amounts paid or owing to any employee, independent contractor, customer, creditor, stockholder or other third party and paid over to the proper Taxing Authority (or is properly holding for such timely payment) all amounts required to be so collected or withheld and paid over under all Applicable Law, including federal and state income Taxes, Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act, relevant state income and employment Tax withholding laws.

(t) The Company has collected, remitted and reported to the appropriate Taxing Authority all sales and use Taxes and value-added Taxes required to be so collected, remitted or reported pursuant to all applicable Tax laws.

(u) The Company has not incurred (nor been allocated) an "overall foreign loss" as defined in Section 904(f)(2) of the Code that has not been previously recaptured in full as provided in Sections 904(f)(1) and/or 904(f)(3) of the Code.

1.9 Property and Assets.

(a) Personal Property. Except as set forth in Section 3.9(a) of the Disclosure Schedule, the Company has good and marketable title to, or valid leasehold interests in, all Personal Property used or held for use in its business or reflected in the Financial Statements. Such Personal Property constitutes all Personal Property used or necessary to conduct the business of the Company as it is presently conducted, and necessary to conduct the business of the Company after Closing in the same or similar manner as it is being conducted immediately prior to Closing. None of such Personal Property is owned by any other Person, except as set forth in Section 3.9(a) of the Disclosure Schedule, including an Equityholder or an Affiliate of an Equityholder, without a valid and enforceable right of the Company to use and possess such Personal Property. Except as set forth in Section 3.9(a) of the Disclosure Schedule, such Personal Property (i) is in good operating condition and repair (ordinary wear and tear excepted); and (ii) is available for use in the business and operation of the Company in the same manner as currently conducted.

(b) Liens. Except as set forth in Section 3.9(b) of the Disclosure Schedule, none of the Personal Property or assets of the Business is subject to any Lien of any nature whatsoever, other than Permitted Encumbrances. There are no breaches or defaults under, and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute a breach of or a default under, any instrument, agreement or other document that creates, evidences or constitutes any Lien or that evidences, secures or governs the terms of any Indebtedness secured by any Lien (any such instrument, agreement or other document is referred to herein as a "**Lien Instrument**"). The transaction

contemplated herein will not: (i) constitute a breach or a default under any Lien Instrument; (ii) permit (with or without notice, lapse of time or both), cause or result in (A) the acceleration of any Indebtedness evidenced, secured or governed by a Lien Instrument, or (B) the foreclosure or other enforcement of any Lien; (iii) permit or cause the terms of any Lien Instrument to be amended without the Company's consent; or (iv) require the consent of any party to or holder of a Lien Instrument.

(c) Leased Real Property. The Company has never owned and does not currently own (1) fee simple title to any real property or (2) any ground lease interest under or pursuant to a ground lease. Section 3.9(c) of the Disclosure Schedule contains a true, correct and complete description, including a list of addresses, of all real property and interests in real property currently leased, subleased, licensed or otherwise used or occupied by the Company for the operation of its business (the "**Leased Real Property**"), including for each discrete piece of real property, any deposit, additional rent (*e.g.*, utility allocation, common area allocation or other allocation to the lessee based on the ratable percentage of the entire property allocated to the lessee), and any allocated but unused tenant finish allowance for such piece of real property. The Leased Real Property (i) is in good operating condition and repair, free from material structural, physical and mechanical defects; (ii) is maintained in a manner consistent with standards generally followed with respect to similar properties and also as required under the Real Property Leases (as hereinafter defined); (iii) is available for use in and sufficient for the purposes and current demands of the Business and operation of the Company as currently conducted; and (iv) is supplied with utilities and other services necessary for the operation of the Business as currently conducted.

(d) Except as set forth in Section 3.9(d) of the Disclosure Schedule, no consent is required from the lessor, sublessor, licensor or any other Person under any lease, sublease, license or other agreement (or, in each instance, any amendment, modification, renewal, exhibit and/or schedule thereto) governing the Company's leasehold estate (or other occupancy rights, in and to the Leased Real Property), or otherwise related to the Leased Real Property (including all amendments, modifications, renewals, exhibits and schedules thereto, collectively, the "**Real Property Leases**") to consummate the transactions contemplated in this Agreement and the Transaction Documents. Except as set forth in Section 3.9(d) of the Disclosure Schedule, (i) the Company is not subletting, and has not granted to any other person any existing right of use, operation or occupancy of, any of the Leased Real Property, nor has the Company agreed to do so, orally or in writing; (ii) the Company has not sold, transferred or assigned, or granted any Lien on or otherwise encumbered, all or any portion of its interest under any Real Property Lease or in any Leased Real Property, nor has agreed to do so, orally or in writing; and (iii) no person or entity has a superior or any sub-leasehold interest in, and no person or entity (other than the Company) has any right to use, operate or occupy, any Leased Real Property. No lessor, sublessor, or licensor under any of the Real Property Leases is an Affiliate of the Company. The Company has made available to Parent true, correct and complete copies of (A) all of the Real Property Leases; and (B) all Lien Instruments with respect to or affecting any of the Leased Real Property or any Real Property Lease. Each of the Real Property Leases is valid, binding (subject to the Remedies Exceptions) and enforceable in accordance with its terms and is in full force and effect, free and clear of Liens, and there are no offsets or defenses by either tenant or landlord, thereunder. The Company has (and after the consummation of the transactions contemplated in this Agreement and the Transaction Documents, will continue to have) a valid leasehold interest in each Leased Real Property, free and clear of all Liens, other than Permitted Encumbrances. Except as set forth in Section 3.9(d) of the Disclosure Schedule, the Company has accepted full possession of each Leased Real Property and is currently occupying same pursuant to the terms of the corresponding Real Property Lease. All "Landlord Work," "Tenant Work," or other material capital projects and/or alterations contemplated by each Real Property Lease have been completed in a good and workmanlike manner and have been accepted by the Company. There are no ongoing construction or other capital projects affecting any Leased Real Property, other than the decommissioning work set forth in Section 3.9(d) of the Disclosure Schedule. Except as set forth in Section 3.9(d) of the Disclosure Schedule, no work has been done at the Leased Real Property, and no materials have been supplied to the Leased Real Property, that have not been paid for, and there are no materialman's liens or mechanic's liens affecting the Leased Real Property or the Real Property Leases. There are no existing breaches of or defaults under, and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute a breach of or a default under, any of the Real Property Leases by the Company or any other Person. No party to the Real Property Leases has repudiated any provision thereof, or exercised any termination rights with respect thereto, and no such party has given notice of any

outstanding dispute with respect to any Real Property Lease. There are no disputes, oral agreements or forbearance programs in effect, as to any of the Real Property Leases. The plants, buildings, structures, fixtures, furnishings, building systems (including plumbing and HVAC systems) and equipment on or forming a part of the Leased Real Property are in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted, are adequate and suitable for the purposes for which they are currently being used. Each Leased Real Property is currently served by such utility services as are necessary for the operation of the Business in the manner currently operated. To the Knowledge of the Company, no material improvements constituting a part of the current Leased Real Property encroach on real property not leased by the Company to the extent that removal of such encroachment would materially impair the manner and extent of the current use, occupancy and operation of such improvements. There are neither any actual, nor, to the Knowledge of the Company, threatened or contemplated, condemnation or eminent domain proceedings that affect the Leased Real Property or any part thereof, and the Company has not received any written notice, or to the Knowledge of the Company, oral notice, from any Governmental Entity with respect thereto. The Company's past and current use or occupancy of the Leased Real Property and the conduct of the Business as currently conducted do not violate: (i) any law, regulation, or ordinance applicable to the Leased Real Property; or (ii) any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Leased Real Property. The Company has not received any written notice, or to the Knowledge of the Company, oral notice, from any insurer or board of fire underwriters (or other body exercising similar functions) requesting the performance of any alterations or other work to the Leased Real Property, nor indicating that the Leased Real Property (or operations conducted thereon) are not insurable at prevailing commercial rates. No security deposit or portion thereof deposited with respect to the Real Property Leases for the Leased Real Property has been applied in respect of a breach or default under such Real Property Leases which has not been re-deposited in full. The Company has not received any notice of any increase in the current assessed valuation of the Leased Real Property or any notice of any contemplated special assessment. The Company does not own or hold, nor is obligated under any option, right of first refusal or other contractual (or other) right or obligation to purchase, acquire, sell, assign or dispose of any portion of or interest in the Leased Real Property or the Real Property Leases. The Leased Real Property constitutes all interests in real property necessary for the current and continued operation of the Business in the manner currently operated. The Company and each Leased Real Property are now and have been since January 1, 2019, in material compliance with all declarations of covenants, conditions or restrictions, restrictive covenants and reciprocal easement agreements, in each case affecting any Leased Real Property, and the Company has not received any notice of any material breach, violation or default under any such declarations, agreements or easements.

1.10 Intellectual Property; Privacy and Data Security.

(a) Section 3.10(a) of the Disclosure Schedule sets forth a true, correct and complete list of all of the following within the Owned Intellectual Property: (i) all applications, issuances, and registrations for Intellectual Property ("**Company Registered IP**"), (ii) all material common law unregistered trademarks, (iii) all material Trade Secrets and (iv) all Software. All Company Registered IP is subsisting, valid and, if registered, enforceable and all necessary fees and filings with respect to any Company Registered IP have been timely submitted to the applicable Governmental Entities. The consummation of the transactions contemplated herein shall not adversely impact, restrict, or otherwise impair the Company's ownership or use rights in and to any Owned Intellectual Property and the Company will continue to own and have the right to use and/or assign all of the Owned Intellectual Property in all material respects in substantially the same manner as of the date hereof after Closing.

(b) Section 3.10(b) of the Disclosure Schedule sets forth a true, correct and complete list of any and all Contracts or other arrangements (excluding (i) license agreements for free Software that is used exclusively for purposes other than research, development, or customer support, and is not incorporated into, embedded into, hosted with, or distributed in connection with the Business; and (ii) license agreements for non-customized off-the-shelf software applications programs that (1) have an annual fee of less than $50,000 and (2) are not incorporated into, embedded into, or hosted with Software, or distributed in connection with the Business) pursuant to which the Company has been granted or otherwise receive any right to use, host, or distribute any Intellectual Property used or held for use in the Business (the "**Third Party Licenses**"). The Company is in full compliance with the terms and conditions of all Third Party Licenses.

(c) Section 3.10(c) of the Disclosure Schedule sets forth a true, correct, and complete list of all Company Products. No fact, condition or circumstance exists that would materially impair or delay the development of any of such Company Products. The Company has not entered into any Contract that restricts its right to make, have made, use or sell to an unlimited number of third parties any Company Products currently contemplated by, designed by or designed on behalf of the Company. Except as set forth in Section 3.10(c) of the Disclosure Schedule, the Company exclusively owns all Intellectual Property in all Company Products.

(d) The Owned Intellectual Property and the Third Party Licenses are collectively referred to herein as the "**Business Intellectual Property**." The Company exclusively owns all right, title and interest in and to all Owned Intellectual Property, or has the valid and enforceable right to use all Business Intellectual Property that is not Owned Intellectual Property, free and clear of all Liens (other than Permitted Encumbrances). The Business Intellectual Property constitutes all the Intellectual Property that is used in, or necessary for, the conduct of the Business as currently conducted, the foregoing to be construed as a representation of the sufficiency of the Intellectual Property to conduct the Business, and not to be construed as a representation of non-infringement of any Patent rights of any Person.

(e) There is no pending or threatened action, suit, written claim or proceeding against the Company, that alleges that the Company's use, or a consultant's use on behalf of the Company, or ownership of any Business Intellectual Property infringes, misappropriates or otherwise violates (either directly or indirectly, such as through contributing infringement or inducement of infringement) any Intellectual Property rights of any third party. To the Knowledge of the Company, no Person is infringing, engaging in unauthorized use, misappropriating or otherwise violating (either directly or indirectly, such as through contributing infringement or inducement of infringement) any Business Intellectual Property. Except as set forth in Section 3.10(e) of the Disclosure Schedule, the Company has not received any written claim or demand, and no claim, action, suit, or other Legal Proceeding has been threatened, against the Company, challenging the validity of, or the Company's ownership of or right to use, any Business Intellectual Property.

(f) To the Knowledge of the Company with respect to any Patent rights of any Person, neither the conduct of the Business as currently conducted, nor the ownership or use by the Company of any Business Intellectual Property in the conduct of the Business as currently conducted, infringes, misappropriates or otherwise violates any rights, including the Intellectual Property rights, of any Person.

(g) The Company has taken commercially reasonable and customary measures and precautions designed to protect and maintain the confidentiality of Trade Secrets and otherwise Company Confidential Information in which the Company has any right, title or interest. None of the employees or consultants of the Company has disclosed any Trade Secrets or otherwise confidential or personal information in which the Company or any Person has or purports to have any right, title or interest (or any tangible embodiment thereof) to any person without having the recipient thereof execute a written agreement regarding the non-disclosure and non-use thereof. All use, disclosure or appropriation of any Trade Secret or otherwise confidential or personal information not owned by the Company has been pursuant to the terms of a written agreement between the Company and the owner of such Trade Secrets or confidential or personal information, or is otherwise lawful. Except as set forth in Section 3.10(g) of the Disclosure Schedule, the Company has not received any written notice from any Person that there has been an unauthorized use or disclosure of any Trade Secret or otherwise confidential or personal information.

(h) All current and former consultants and independent contractors of the Company, including those who are or were involved in, or who have contributed to, the creation or development of any Owned Intellectual Property have executed and delivered to the Company a written and enforceable agreement (containing only customary exceptions to or exclusions from the scope of its coverage) regarding the protection of Company Confidential Information and, to the extent such Intellectual Property is not deemed a work-made-for-hire and assigned to the Company as a matter of law, the irrevocable assignment to the Company of all such Intellectual Property arising under employment or from services performed by such Persons. No current or former employee, consultant or independent contractor is in violation of any term of any such agreement, including any Intellectual Property

disclosure or assignment agreement or any other Contract relating to the relationship of any such consultant or independent contractor with the Company. To the Knowledge of the Company, if an existing or former employer's consent was required to be obtained in connection with the employee's, consultant's or independent contractor's work for the Company, such consent was properly obtained. No current or former employee, consultant or independent contractor of the Company has any right, title, claim or interest in or with respect to any Business Intellectual Property owned by the Company or Intellectual Property exclusively licensed to the Company.

(i) Schedule 3.10(i) sets forth a correct and complete list of any and all Software used or held for use by the Company that is subject to a Limited License, and separately identifies for each item listed on such Schedule a description of how the Software is used, deployed, and/or distributed, including to customers and other third parties. "**Limited License**" is any type of Contract (*e.g.*, for open source software) or distribution model other than licenses of Software to end users on commercial or evaluation terms that contains provisions that: (i) prohibit or restrict a Person's ability to charge a royalty or receive consideration in connection with the sublicensing or distribution of any Software; (ii) require the distribution or making available of source code of any Software to any Person; (iii) except as specifically permitted by law, grant any right to any Person (other than the Company) or otherwise allow any such Person to decompile, disassemble or otherwise reverse-engineer any Software; (iv) require the licensing or disclosure of any Software to another Person for the purpose of making derivative works; (v) restrict a Person's ability to place restrictions on Software; or (vi) permits a Person to distribute or otherwise use the Software without incurring a monetary obligation subject to the satisfaction of non-monetary obligations or conditions (by way of example only and without limitation, distributing the Software with particular copyright notices). The term "**Limited Licenses**" also includes the following: (A) GNU's General Public License (GPL), Affero GPL (AGPL) or Lesser/Library GPL (LGPL), (B) the Artistic License (*e.g.*, PERL), (C) the Mozilla Public License, (D) the Eclipse Public License (EPL), (E) the Netscape Public License, (F) the Sun Community Source License (SCSL), and (G) the Sun Industry Standards License (SISL), (H) a BSD license, (I) the Apache License or (J) any license approved by the Open Source Initiative (www.opensource.org) and listed on its website as of the Closing. The Software set forth on Schedule 3.10(i) shall be referred to collectively as "**Limited License Software.**" Except as set forth in Schedule 3.10(i), (A) none of the Owned Intellectual Property is, in whole or in part, subject to a Limited License and (B) none of the Company, their Affiliates or their employees or consultants have modified or made derivatives of the Limited License Software.

(j) All Software that is Owned Intellectual Property is free from any significant defect, programming or documentation error including bugs, logic errors or failures of the Software to operate in all material respects as described in the related documentation, and conforms to the specifications thereof. Neither the Owned Intellectual Property nor the IT Systems contain any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

(k) No government funding, facilities of a university, college, other educational institution or research center was used in the creation or development of the Owned Intellectual Property. No current or former employee, consultant or independent contractor, who was involved in, or who contributed to, the creation or development of any Owned Intellectual Property, has performed services for any Governmental Entity, a university, college, or other educational institution, or a research center, during a period of time during which such employee, consultant or independent contractor was also performing services used in the creation or development of the Owned Intellectual Property. The Company is not a party to any contract, license or agreement with any Governmental Entity that grants to such Governmental Entity any right or license with respect to the Owned Intellectual Property.

(l) Except as set forth on Schedule 3.10(l), since January 1, 2019, the Company has not suffered any Security Incident. To the Knowledge of the Company, since January 1, 2019, no service provider (in the course of providing services for or on behalf of the Company) has suffered any Security Incident.

(m) Since January 1, 2019, the Company and its applicable subcontractors, vendors and service providers (in the course of providing services for or on behalf of the Company), have complied in all material respects with its or their respective contractual obligations in any Contract relating to the Processing of Sensitive Data. The execution of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereunder and thereunder do not violate any Privacy and Security Obligations relating to the Processing of any Sensitive Data. The Company is not subject to any contractual requirements or Privacy and Security Obligations that, following the Closing, would materially impair the Company from Processing Personal Data in the manner in which the Company Processed such Personal Data immediately prior to the Closing.

(n) The Company has written privacy and security policies that govern its Processing of Personal Data that comply in all material respects with Applicable Laws, and since January 1, 2019, the Company has complied with such policies in all material respects in the conduct of the Business of the Company. Since January 1, 2019, the Company has been in compliance in all material respects with all Privacy and Security Obligations. Except as set forth in Section 3.10(n) of the Disclosure Schedule, the Company has not received any notice or written complaint regarding the Company's Processing of Personal Data, or alleging non-compliance with or violation of any Privacy and Security Obligations. The Company has not received any subpoenas, demands, or other notices from any Governmental Entity investigating, inquiring into, or otherwise relating to any actual or potential violation of or non-compliance with any Data Protection Laws, and, to the Knowledge of the Company, the Company is not under investigation by any Governmental Entity for any violation of any Data Protection Laws.

(o) The Company owns or has sufficient rights to use all IT Systems in connection with the Business as currently conducted. The Company has purchased a sufficient number of seat licenses for all Software currently licensed for use by the Company, which number is sufficient for the current and anticipated future needs of the Business of the Company. Except as set forth in Section 3.10(o) of the Disclosure Schedule, the IT Systems have not suffered any unplanned or critical failures, continued substandard performance, errors, breakdowns, cyber attacks or other adverse events that have caused any material disruption or interruption in the operation of the Business of the Company. The IT Systems (i) are in good working order; (ii) function in all material respects in accordance with all specifications and any other descriptions under which they were supplied, (iii) operate and perform in all material respects as is necessary for the Business of the Company as currently conducted and as planned to be conducted, and (iv) do not contain any ransomware, disabling codes or instructions, spyware, Trojan horses, worms, viruses or hardware components or software routines designed to permit unauthorized access to or to disable, disrupt, impair, destroy or otherwise harm any IT Systems or Sensitive Data. The Company has implemented and maintains commercially reasonable security controls, business continuity and disaster recovery plans, and support/maintenance procedures and facilities for its Business and for the IT Systems.

(p) The Company takes commercially reasonable steps to train its employees on applicable Privacy and Security Obligations. All employees with a right to access Sensitive Data are under ethical or written obligations of confidentiality with respect to such Sensitive Data. The Company conducts commercially reasonable training on, and monitors compliance with, applicable Privacy and Security Obligations.

(q) The Company has (i) adopted commercially reasonable information security and privacy programs, including commercially reasonable and effective administrative, physical, and technical safeguards consistent with applicable Privacy and Security Obligations, which are designed to protect the confidentiality, integrity, availability and security of Sensitive Data against unlawful or unauthorized access, use, modification, disclosure or other misuse, (ii) conducted commercially reasonable privacy and information security audits and penetration tests at reasonable intervals on the IT Systems, and has addressed all material privacy or information security issues raised in any such audits or penetration tests (including third party audits of the IT Systems), (iii) conducted commercially reasonable privacy and information security diligence on all vendors, service providers, contractors, and third parties that have access to the IT Systems or Sensitive Data, and (iv) contractually obligated such vendors, service providers, contractors and third parties to take reasonable steps to protect and safeguard Sensitive Data from a Security Incident, provide prompt notice of any Security Incident and comply with applicable Data Protection Laws.

1.11 Accounts Receivable and Payable.

(a) A true, correct and complete list of the accounts receivable, notes receivable, other receivables and trade accounts of the Company (the "**Receivables**") as of September 30, 2024, showing the breakdown and aging thereof, is included in Section 3.11(a)(i) of the Disclosure Schedule. All Receivables are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserve for returns or doubtful accounts reflected thereon, which reserves are adequate and were determined in accordance with GAAP and the Company's past practice. No Person has any Lien (other than a Permitted Encumbrance) on any of the Receivables, and no agreement for any deduction or discount has been made with respect to any of the Receivables except as fully and adequately reflected in reserves for doubtful accounts set forth in the Most Recent Financial Statements or as set forth in Section 3.11(a)(ii) of the Disclosure Schedule. Except as set forth in Section 3.11(a)(iii) of the Disclosure Schedule, all Receivables represent products delivered or services actually performed by the Company in the Ordinary Course of Business. Deferred revenues are presented on the Financial Statements, in accordance with GAAP and the Company's past practice, with respect to the Company's (i) billed but unearned Receivables; (ii) previously billed and collected Receivables still unearned; and (iii) unearned customer deposits.

(b) A true, correct and complete list of the accounts payable, notes payable and other payables of the Company as of September 30, 2024, showing the breakdown and aging thereof, is included in Section 3.11(b)(i) of the Disclosure Schedule. At the Closing Date, except as set forth in Section 3.11(b)(ii) of the Disclosure Schedule, all accounts payable have been incurred in exchange for goods or services delivered or rendered to the Company in the Ordinary Course of Business, and the Company has not guaranteed or agreed to guarantee any debt, liability or other obligation of any Person. All accounts payable reflected in the Most Recent Financial Statements or arising after the date thereof are the result of bona fide transactions in the Ordinary Course of Business and have been paid or are not yet due and payable.

1.12 Compliance; Permits.

(a) The Company is currently, and has been at all times since January 1, 2019, in compliance in all material respects with all Applicable Laws. Since January 1, 2019, the Company has not been notified in writing by any Governmental Entity or any other Person regarding any present or past, alleged, possible or potential violation of, or failure to comply with, any Applicable Law, or any review or investigation with respect to the violation of any such Applicable Law. No investigation or review with respect to the violation of any Applicable Law is pending or has been threatened, against the Company or the Business, and there are no facts or circumstances which could form the basis for any such violation. To the Knowledge of the Company, no Governmental Entity has proposed or is considering any law that, if adopted or otherwise put into effect, (i) may have an adverse effect on (A) the Business, (B) the condition, assets, liabilities, operations, financial performance, net income or prospects of the Company, or (C) the ability of the Company to comply with or perform any covenant or obligation under this Agreement or any other Transaction Document or (ii) may have the effect of preventing, delaying, making illegal or otherwise interfering with the transactions contemplated in this Agreement.

(b) The Company holds, and is, and at all times since January 1, 2019 has been, in compliance in all material respects with, and Section 3.12(b) of the Disclosure Schedule sets forth a true and complete list of, all permits, licenses, registrations and government authorizations ("**Permits**") that are required: (i) for (A) the Company to own, occupy and use its properties and assets in the manner in which they are currently owned, occupied and used and (B) the operation of the Company's businesses, including the Business, as presently conducted, in each case with respect to clauses (A) and (B) other than those the failure of which to possess is immaterial, and (ii) under any Contract. All of the Company's Permits are valid and in full force and effect. Except as set forth on Section 3.12(b) of the Disclosure Schedule, the transactions contemplated by this Agreement will not result in a default under, or a breach or violation of, or adversely affect the rights and benefits afforded to the Company by, any Permit.

1.13 Sanctions and Export and Import Laws.

(a) Sanctions. Neither the Company, nor any of the Company's or its Affiliates' respective officers, directors, employees, or agents, nor any Equityholder nor any of its officers, directors, employees or agents acting on its behalf in connection with the transactions contemplated hereby or with respect to the Company and the Business, nor, to the Knowledge of the Company, any of the Company's Affiliates, is a Sanctioned Person (or to the Actual Knowledge of the Company has been has been a Sanctioned Person during the past five (5) years). Except as set forth in Section 3.13(a) of the Disclosure Schedule, neither the Company nor its Affiliates, directly or indirectly, during the past five (5) years (or to the Knowledge of the Company, at any other time) (i) has had, or currently has, assets located in, or otherwise has derived, or currently derives, revenues from or has engaged or currently engages in, investments, dealings, activities, or transactions in or with or involving, any Sanctioned Territory; or (ii) has derived or currently derives revenues from or has engaged or currently engages in investments, dealings, activities, or transactions with, any Sanctioned Person.

(b) Compliance with Sanctions and Export and Import Laws. Except as set forth in Section 3.13(b) of the Disclosure Schedule, the Company and its Affiliates, and their respective officers, directors, employees and agents have been during the past five (5) years (and to the Knowledge of the Company, at all other times) and are in compliance, in all material respects, with all Sanctions and Export and Import Laws.

(c) Proceedings. There have not been during the past five (5) years (or to the Knowledge of the Company, at any other time), and there currently are no, Legal Proceedings, pending or threatened against or involving the Company or the Business, or to the Knowledge of the Company, any of the Company's or its Affiliates' respective officers, directors, employees or agents, by or before (or, in the case of a threatened matter, that would come before) any Governmental Entity, or any informal or formal investigation by the Company or its Affiliates, or their respective legal representatives or a Governmental Entity involving the foregoing, that relates to a potential or actual violation of Sanctions or Export and Import Laws; nor does a basis for any such Legal Proceeding or investigation exist. Neither the Company nor any of its Affiliates, submitted any voluntary self-disclosures, in the last five (5) years (or to the Knowledge of the Company, at any other time) from or to any Governmental Entity, with respect to a potential or actual violation of Sanctions or Export and Import Laws. There is no injunction, judgment, decree or order binding upon or against the Company or any of its subsidiaries or Affiliates with respect to a potential or actual violation of Sanctions or Export and Import Laws.

1.14 Brokers' and Finders' Fees. Except for AXOM Partners, LLC ("**AXOM**"), the Company has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any other Transaction Document to which the Company is a party or any transaction contemplated herein or therein. Except for AXOM, no finder, broker, financial advisor, investment banker, agent or other intermediary has acted, directly or indirectly, for or on behalf of the Company in connection with the transactions contemplated in this Agreement and the Transaction Documents.

1.15 Employment Matters.

(a) No Termination. Except as set forth in Section 3.15(a) of the Disclosure Schedule, to the Knowledge of the Company, no Liquidity Bonus Recipient (other than Eric Martineau) or Key Employee has provided the Company written notice of his, her, or their intention to terminate his, her or their employment with the Company.

(b) Employees. Except as set forth in Section 3.15(b)(i) of the Disclosure Schedule, (i) no present or former employee of the Company or applicant for employment has claimed in writing, since January 1, 2019, that the Company is in violation of any term of any employment Contract or compensation agreement, plan or arrangement or is in violation of any Applicable Law relating to the employment relationship; (ii) no third party has claimed in writing, or to the Knowledge of the Company, orally, that any present or former employee of the Company has, since January 1, 2019, breached his or her duties under any patent disclosure agreement, confidentiality agreement, non-solicitation agreement, noncompetition agreement or any other restrictive covenant running in favor of such third party; (iii) no third party has claimed that any present or former employee of the Company has, since January 1, 2019, disclosed or utilized any Trade Secret or proprietary information or documentation of such third party;

(iv) no third party has, since January 1, 2019, claimed that any present or former employee of the Company has interfered in the relationship between such third party and any of its present or former employees or contractors; and (v) no present or former employee of the Company has, since January 1, 2019, disclosed any Trade Secret, information or documentation proprietary to any current or former employer or other third party, or violated any confidential relationship with any such third party in connection with the development, manufacture or sale of any product, or the development or sale of any service, of the Company. Section 3.15(b)(ii) of the Disclosure Schedule sets forth a true, correct and complete list of all employees and other individual service providers of the Company as of the date hereof, showing for each such employee and other individual service provider (as applicable): (A) full legal name, (B) current job title and location (C) date of hire, (D) current compensation of any kind or description whatsoever for each such employee, including base salary or hourly rate, expected and maximum potential target bonuses, any other bonuses, commissions, or other incentive compensation, severance arrangements, and fringe or other benefits, whether payable in cash or in kind, (E) wage and hour classification for each employee, (F) any payments or benefits required or anticipated to be made or provided by the Company to any such employee in connection with the transactions contemplated in this Agreement or any other change of control transaction, including, cash payments, forgiveness of indebtedness, assumption of tax liability, severance benefits or vesting acceleration, and any agreement or understanding between the Company and any such employee relating to any such payment or benefit, (G) each employee's visa status, or confirmation that such employee is a U.S. citizen, and (H) whether such individual is currently employed, on leave relating to work-related injuries and/or receiving disability benefits under any Employee Benefit Plan, to the extent the Company is not prohibited by Applicable Laws from providing the information described in this clause (H). Except as set forth in Section 3.15(b)(iii) of the Disclosure Schedule, the Company has not made any agreements to pay any employee wages, incentive compensation in the form of cash, equity or any other property, or other benefits and there are no severance payments or other payments that are or could become payable to any employee under the terms of any oral or written agreement or commitment or any Applicable Law, custom, trade or practice as a result of the transactions contemplated in this Agreement or the Transaction Documents. Except as set forth in Section 3.15(b)(iv) of the Disclosure Schedule, the Company has no employees located outside of the United States.

(c) Labor Unions. None of the employees of the Company is represented by a labor union, and the Company is not subject to, or negotiating, any collective bargaining or similar agreement with respect to any of its employees. There is no labor dispute, strike, work slowdown, work stoppage or other labor trouble (including, to the Knowledge of the Company, any organizational drive) against the Company pending or threatened. The Company has not agreed to recognize any labor union or other collective bargaining representative, nor has any labor union or other collective bargaining representative been certified as the exclusive bargaining representative of any employees of the Company. No labor union or other collective bargaining representative claims to or is seeking to represent any employees of the Company. No union organizational campaign or representation petition is currently pending or threatened or reasonably anticipated with respect to any employees of the Company. There is no unfair labor practice charge or proceeding pending against the Company before the National Labor Relations Board.

(d) Legal Compliance. Since January 1, 2019, neither the Company, nor any employee or representative of the Company, has committed or engaged in any unfair labor or illegal employment practice in connection with the conduct of the business of the Company, and there is no action, suit, claim, charge or complaint against the Company or any Company employee or representative pending or threatened or reasonably anticipated relating to any employment, labor, safety, whistleblower, or discrimination matters, including charges or complaints of unfair labor practices, discrimination, retaliation, or wrongful discharge. The Company is in compliance with all Applicable Laws relating to employment or labor, including laws relating to employment discrimination, retaliation, wrongful discharge, labor relations, fair employment practices, payment of wages and overtime, classification of employees (whether for purposes of overtime or employee/independent contractor status or otherwise), leaves of absence, disability accommodation, immigration, employee benefits, and affirmative action. Except as set forth in Section 3.15(d) of the Disclosure Schedule, each Person related to the Business and classified by the Company as an "independent contractor," consultant, volunteer, subcontractor, "temp," leased employee, or other contingent worker is properly classified under all Applicable Laws, and the Company has fully and accurately reported all payments to all such independent contractors and other

contingent workers on IRS Form 1099s or as otherwise required by Applicable Laws. Except as set forth in Section 3.15(d) of the Disclosure Schedule, each employee related to the Business classified as "exempt" or "non-exempt" from overtime under the Fair Labor Standards Act (the "**FLSA**") and any state or local laws governing wages, hours, and overtime pay has been properly classified or paid as such, as applicable, consistent with Applicable Laws, and the Company has not incurred any liabilities under the FLSA or any state wage and hour laws for such employees. All employees of the Company are legally authorized to work in the United States and the Company and its employees have properly completed, updated and retained I-9 forms. No federal, state, or local agency responsible for the enforcement of labor and employment laws is conducting or intends to conduct an investigation with respect to or relating to the Company. No written allegations or reports of sexual harassment, illegal retaliation or discrimination by any officers or management employees of any Company have been made known to Company. Except as set forth in Section 3.15(d) of the Disclosure Schedule, the Company has not, since January 1, 2019, entered into any settlement agreement relating to allegations of workplace sexual harassment, illegal retaliation or discrimination (including with respect to a protected classification, including race and gender, hostile work environment or similar misconduct).

(e) WARN Act. The Company has not taken any action that would result in liabilities under, or notice obligations with respect to, the Workers Adjustment and Retraining Notification Act or any equivalent state or local laws. The Company is not a party to any agreements or arrangements or subject to any requirement that in any manner restricts the Company from relocating, consolidating, merging or closing, in whole or in part, any portion of the business of the Company, subject to Applicable Law.

(f) Employment Agreements. Except as set forth in Section 3.15(f) of the Disclosure Schedule, the Company is not bound by any written employment agreements or commitments to any employees, other than on an at-will basis.

1.16 Employee Benefit Plans.

(a) Section 3.16(a) of the Disclosure Schedule lists all Employee Benefit Plans as of the date hereof. With respect to each Employee Benefit Plan, the Company has delivered to Parent true and substantially complete copies (or, to the extent such plan is unwritten, an accurate description), to the extent applicable, of: (i) the current plan and trust documents and any amendments thereto, and the most recent summary plan description, together with each summary of material modifications or other material participant communications with respect to such Employee Benefit Plan; (ii) the most recent Internal Revenue Service determination, opinion or advisory letter; (iii) for the three (3) most recent years, any notices or other communications to or from the Internal Revenue Service or any office or representative of the Department of Labor or any Governmental Entity in respect of such Employee Benefit Plan; (iv) the three (3) most recent annual reports on Form 5500, including all attached schedules; (v) the Most Recent Financial Statements; (vi) the most recent actuarial valuation report; (vii) all discrimination tests and safe harbor notices for the last three (3) plan years; (viii) the most recently filed or distributed of each of Forms 1094-C and 1095-C; and (x) any other documents in respect thereof reasonably requested by Parent. No Employee Benefit Plan is maintained outside of the United States.

(b) Except as set forth in Section 3.16(b) of the Disclosure Schedule, (i) each Employee Benefit Plan has been maintained, funded and administered in all material respects with its terms and the applicable requirements of ERISA, the Code and any other Applicable Laws; and (ii) each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Employee Benefit Plan and there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Employee Benefit Plan or result in such Employee Benefit Plan being required to pay any material Tax or penalty (civil or otherwise) under Applicable Law. All benefits, contributions and premium payments required to be made with respect to an Employee Benefit Plan have been timely made or paid in full, or to the extent not required to be made or paid in full, have been accrued and reflected on the Financial Statements as required by GAAP.

(c) Neither the Company nor any of its ERISA Affiliates currently sponsors, maintains or contributes to (or is obligated to contribute to) or has, within the last six (6) years, sponsored or maintained, contributed to or has been obligated to contribute to, or had any liability (contingent or otherwise) with respect to: (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Sections 412, 430, or 4971 of the Code or Section 302 of ERISA (including any Multiemployer Plan), (ii) a "multiple employer plan" as defined in Section 413(c) of the Code, or (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA. Neither the Company nor any of its ERISA Affiliates has any liability (contingent or otherwise) as a result of a failure to comply with the continuing coverage requirements of COBRA.

(d) The Company does not have any obligation or liability to provide post-employment medical or welfare benefits, except as required by the continuing coverage requirements of COBRA and at the sole expense of the participant or such participant's spouse or dependents. There has been no communication to any employees of the Company or its Affiliates which could reasonably be interpreted to promise or guarantee post-employment medical or welfare benefits on a permanent basis and the Company and its Affiliates have reserved the right to amend, terminate or modify at any time all Employee Benefit Plans that provide for post-employment medical or welfare benefits.

(e) Neither the Company nor, to the Knowledge of the Company, any plan sponsor or plan administrator of an Employee Benefit Plan, or any third-party fiduciary of an Employee Benefit Plan, has engaged in any transaction or breached any fiduciary duty with respect to such Employee Benefit Plan that would be reasonably likely to subject the Company or an Employee Benefit Plan to any material Tax or penalty (civil or otherwise) imposed by ERISA, the Code or other Applicable Law, or any other material liability. There are no pending or, to the Knowledge of the Company, threatened claims (other than routine claims for benefits) by or on behalf of any Employee Benefit Plan or any trusts which are associated with such Employee Benefit Plans and, to the Knowledge of the Company, no facts or circumstances exist that would reasonably be expected to result in such claim. None of the Employee Benefit Plans are under audit or subject to an administrative proceeding, investigation or examination by the Internal Revenue Service, the Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Entity, and no facts or circumstances could reasonably be expected to result in such audit, administrative proceeding, investigation or examination. No Employee Benefit Plan has been subject to any correction for noncompliance made under any amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Entity in the three (3)-year period prior to the date hereof.

(f) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code, and any award thereunder, in each case that is subject to Section 409A of the Code, is in documentary compliance with, and has been operated and administered in compliance with, Section 409A of the Code and the regulations and related guidance promulgated thereunder.

(g) The obligations of all Employee Benefit Plans that provide medical, dental, vision or similar benefits are fully insured through a bona fide third-party insurer. No Employee Benefit Plan is maintained through a human resources and benefits outsourcing entity, professional employer organization or other similar vendor or provider. Each Employee Benefit Plan that covers current or former employees (including leased employees) of the Company satisfies the requirements of the Patient Protection and Affordable Care Act and the regulations and guidance issued thereunder (the "**PPACA**"), such that there is no reasonable expectation that any material Tax or material penalty could be imposed pursuant to PPACA that relates to such group health plan.

(h) Except as set forth in Section 3.16(h) of the Disclosure Schedule, neither the execution, delivery or performance of this Agreement or any other Transaction Document to which the Company is a party nor the consummation of the transactions contemplated herein or therein (alone or in conjunction with any other event) will or could (i) accelerate the time of payment or vesting or increase the amount of, or trigger any funding of, compensation or benefits under any Employee Benefit Plan, Contract or otherwise; (ii) result in any limitation on the right of the Company or its Affiliates to amend, merge, terminate or receive a reversion of assets from an Employee Benefit Plan or related trust; (iii) entitle any current or former director, officer, manager, employee, contractor or consultant of the

Company or its Affiliates to severance pay, termination pay or any other similar payment, right or benefit; (iv) result in any payment, right or benefit that would (A) not be deductible under Section 280G of the Code and/or (B) could result in any excise tax on any "disqualified individual" (within the meaning of Section 280G of the Code and the regulations and guidance promulgated thereunder (collectively, "**Section 280G**")) under Section 4999 of the Code. The Company and its Affiliates do not have any obligation to gross-up or reimburse any current or former director, officer, manager, employee, contractor or consultant of the Company or its Affiliates for any Taxes or related interest or penalties incurred by such individual, including under Section 4999, 409A or 105(h) of the Code.

(i) There has been no amendment to, written interpretation of or announcement (whether or not written) by the Company or any ERISA Affiliate relating to, or change in employee participation or coverage under, any Employee Benefit Plan that would materially increase the expense of maintaining such plan above the level of expense incurred in respect of such plan for the most recent fiscal year ended prior to the date hereof.

(j) All Liabilities or expenses of the Company in respect of any Employee Benefit Plan (including workers' compensation) which have not been paid have been properly accrued on the Financial Statements. All contributions or premium payments required to have been made under the terms of any Employee Benefit Plan or in accordance with Applicable Law as of the date hereof have been timely made or properly reflected on the Financial Statements.

1.17 Environmental Matters.

(a) The Company is and has at all times since January 1, 2019, been in compliance in all material respects with all applicable Environmental Laws.

(b) The Company has obtained, and is and has at all times since January 1, 2019, been in compliance in all material respects with all of the terms and conditions of, all Permits that are required under any Environmental Law, and all such Permits are in full force and effect, free from breach, and will not be adversely affected by the transactions contemplated by this Agreement.

(c) The Company has not received written notice regarding any actual or alleged violation of, or liability arising under, any Environmental Law, which remains pending or unresolved or is the source of ongoing obligations or requirements as of the Closing.

(d) No Legal Proceeding is pending or threatened by any Person against the Company alleging any failure to comply with, or liability arising under, any Environmental Law or seeking contribution towards, or participation in, any remediation of any contamination of any property or thing with Hazardous Materials; and the Company is not subject to any Order arising under Environmental Laws.

(e) The Company has not, either expressly or by operation of law, assumed or undertaken any liability, including any obligation for corrective or remedial action, of any other Person relating to Environmental Laws.

(f) The Company has not handled, stored, transported, disposed of, arranged for or permitted the disposal of, released, or exposed any person to, any Hazardous Material in a manner that has given or could give rise to liabilities under Environmental Law, and no physical condition exists on or under any property owned or operated by the Company that could give rise to any investigative, remedial or other obligation of the Company under any Environmental Law or that could result in any kind of liability of the Company under Environmental Law.

1.18 Material Contracts.

(a) Section 3.18(a) of the Disclosure Schedule contains a complete, current and correct listing of all of the following types of Contracts (which lists Contracts by each applicable subsection referenced below in this Section 3.18(a) that are described in clauses (i) through (xxiv) below),

but excluding any Employee Benefit Plans (the "**Material Contracts**") to which the Company is a party or any of its properties or assets are bound, in each case, that are in effect on the date of this Agreement:

(i) Any Contract that could reasonably be expected to result in aggregate payments by or to the Company of more than $75,000 in any one-year period after the date hereof, or $150,000 in the aggregate over the remaining life of such Contract (not including any auto renewals of the term);

(ii) Any Contract that is a purchase and sale agreement and provides for the sale or other disposition after the date hereof of any material assets of the Company (A) that remains executory as of the date of this Agreement with regard to the requirement of Company to sell or deliver such property or (B) was entered into by the Company on or after January 1, 2019 with respect to which the Company assumed or retained any material liabilities outside of the Ordinary Course of Business;

(iii) Any Affiliate Contract;

(iv) Any Contract containing any limitation on the freedom or ability of the Company (or which following the Closing Date would purport to limit the freedom of the Company, Parent or any of its Affiliates (including the Company)) to (A) engage in any line of business, compete with, or solicit any customer of, any Person, (B) acquire any product or other asset or any services from any other Person, (C) solicit, hire or retain any Person as an employee, consultant or independent contractor, (D) develop, sell, supply, license, offer, support, distribute or service any product or any technology or other asset to or for any other Person, (E) perform services for any other Person or (F) operate, transact business or deal in any other manner with any other Person or at any location in the world, during any period of time or in any segment of any market;

(v) Any Contract (A) imposing any confidentiality obligations on the Company or on any other Person (other than routine nondisclosure agreements entered into by the Company in the Ordinary Course of Business), (B) containing "standstill" or similar provisions, or (C) providing any right of first negotiation, right of first refusal or similar preferential right to any Person;

(vi) Any Contract containing or relating to a guarantee or endorsement by the Company of, or obligation to purchase goods or services for the purpose of supplying funds for the purchase or payment of, or measured by, or any other contingent obligations in respect of, any Indebtedness (including obligations involving or incorporating any mortgage, pledge, security agreement, deed of trust, financing statement, guaranty, surety, warranty, performance or completion bond, indemnity, indenture, swap or other document granting a Lien of any nature whatsoever (including Liens under properties acquired under conditional sales, capital leases or other title retention or security devices)), Liabilities or obligations or the performance of a third party (*e.g.,* performance guarantees, including the performance of payment obligations);

(vii) Any Contract (A) with respect to the Leased Real Property or (B) pursuant to which the Company is lessee of any personal property and is obligated to make payments in excess of $25,000 in any one-year period after the date hereof;

(viii) Any Contract pursuant to which the Company is lessor of or permits any third party to hold or operate any property, real or personal (including ownership for Tax purposes);

(ix) Any Contract (other than with a customer of the Company entered into in the Ordinary Course of Business on the Company's standard form) with a term expiring after December 31, 2024, that is not terminable by the Company on ninety (90) days' or less notice without payment or penalty;

(x) Any Contract pursuant to which the Company has granted any power of attorney;

(xi) Any Contract (A) that provides for indemnification of any officer, member, manager, employee, former employee or agent of the Company or (B) the primary purpose of which is to indemnify any other third party;

(xii) Any Contract containing (A) a "most-favored nation" clause or other clause that purports to adjust pricing or services provided by the Company based on the terms made available to other customers or similar Persons, (B) a provision that grants, vests or conveys ownership or exclusive rights to, or does not provide that the Company retains sole and exclusive ownership of, any work product, derivatives, improvements, modifications or inventions under any Contract, (C) a provision restricting, or granting any other party any additional rights in the event of, any change of control of the Company, or (D) any exclusivity provisions;

(xiii) Any settlement agreement with unsatisfied or continuing obligations in excess of $25,000, or that restricts or otherwise affects the operations of the Company after the Closing;

(xiv) Any Contract entered into since January 1, 2019 (A) relating to the acquisition or disposition of any business or entity (whether by merger, sale of stock, sale of assets or otherwise), (B) to the Knowledge of the Company, that resulted in the acquisition of all or substantially all assets of any Person, or (C) relating to the acquisition or disposition of any material asset or property, and, in the case of each of (A), (B) and (C), if thereunder there are currently effective obligations (including any earnout or contingent payments or obligations) of the Company with respect to material liabilities assumed or retained outside of the Ordinary Course of Business;

(xv) All Third Party Licenses set forth on Section 3.10(b) of the Disclosure Schedule and any other Contract (other than with a customer of the Company entered into in the Ordinary Course of Business on the Company's standard form) relating in whole or in part to Intellectual Property, exclusive of commercial, non-customized off-the-shelf, third-party shrink-wrap software licenses;

(xvi) Any Contract to which the Company is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement (excluding any Options to purchase any Company Common Stock), whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions;

(xvii) Any Contract (A) relating to the voting or registration of any Equity Interests, (B) providing any Person with any preemptive right, right of participation, right of maintenance or similar right with respect to any securities, (C) providing the Company with any right of first refusal with respect to, or right to repurchase or redeem, any Equity Interests, or (D) relating to any pending sale or transfer of any Equity Interests;

(xviii) Any Contract that constitutes or relates to a partnership (limited or general) agreement, joint venture agreement, exchange agreement or similar Contract (excluding any tax partnership or joint operating agreement) involving the sharing of profits and losses (a "**Partnership Contract**");

(xix) Any (A) employment agreement (other than at-will agreements that may be terminated with or without notice and with or without liability to the Company) or (B) Contract that provides for (1) a payment by the Company upon a change of control of the Company (or similar transaction), (2) severance payments or benefits or (3) a bonus or similar payment (whether in the form of cash or Equity Interests but excluding payments constituting base salary);

(xx) Any Contract for the future purchase of materials, supplies or equipment in excess of the current requirements of the Business of the Company;

(xxi) Any Contract with any Governmental Entity;

(xxii) Any Contract for the future sale of the Company's assets or the grant of any preferential rights to purchase the Company's tangible assets or tangible property;

(xxiii) Any Contract related to the Convertible Notes; and

(xxiv) Any other Contract that is material to the Company and not previously disclosed to this Section 3.18.

(b) True, correct and complete copies of the Material Contracts have been delivered to or made available to Parent. As of the date hereof, with respect to the Company, each Material Contract is valid and binding and in full force and effect and is enforceable in accordance with its terms subject to the Remedies Exceptions. As of the date hereof, with respect to any party to a Material Contract other than the Company, each Material Contract is valid and binding and in full force and effect and is enforceable in accordance with its terms subject to the Remedies Exceptions. As of the date hereof, no event or condition exists which constitutes a default, or with notice or lapse of time or both would become a default, on the part of the Company under any Material Contract or, to the Knowledge of the Company, any other party to a Material Contract. Except as set forth on Section 3.18(b) of the Disclosure Schedule, the Company has not received written notice, or to the Knowledge of the Company, oral notice, of any party to any Material Contract of such party's intent to cancel or terminate such Material Contract or amend the terms thereof in any material respect. Except if the Company fails to receive the consents (or waivers of termination rights) and timely provide the notices, in each case set forth on Section 3.4 of the Disclosure Schedule, the consummation of the Merger and the other transactions contemplated herein will not affect the validity, enforceability and continuation of any Material Contract on the same terms applicable to such Material Contract as of the date hereof.

1.19 Insurance.

(a) At all times since January 1, 2019, the Company has been covered by insurance (i) for such amounts as are sufficient for all requirements of Applicable Law and all Material Contracts to which the Company is a party or by which the Company or its assets or properties is bound and (ii) that are in such amounts, with such deductibles and against such risks, liabilities and losses, as are reasonable for the Business, assets and properties of the Company.

(b) Section 3.19(b)(i) of the Disclosure Schedule sets forth the following information with respect to each insurance policy (including policies providing property, casualty, directors and officers liability, professional liability insurance, errors and omissions insurance, or workers' compensation coverage and bond and surety arrangements) to which the Company is a party, a named insured or otherwise the beneficiary of coverage as of the date hereof: policy name, policy number, carrier, term, deductibles, type and amount of coverage, effective and termination dates and annual premium. The Company has provided Parent with true and complete copies of each such policy as in effect on the date hereof, each submission and each broker or consultant Contract. Except as set forth in Section 3.19(b)(ii) of the Disclosure Schedule, there are no claims pending under any of such policies and there are no disputes between the Company and any of the underwriters of said policies. To the Knowledge of the Company, no event relating to the Company has occurred that could reasonably be expected to result in a retroactive upward adjustment in premiums under any such insurance policies or that could reasonably be expect to result in a prospective upward adjustment in such premiums. Except as set forth in Section 3.19(b)(iii) of the Disclosure Schedule, each of such insurance policies is legal, valid, binding, enforceable and in full force and effect (subject to the Remedies Exceptions), and will continue to be legal, valid, binding, enforceable and in full force and effect (subject to the Remedies Exceptions) on identical terms immediately following consummation of the transactions contemplated in this Agreement and any other Transaction Document. Neither the Company, nor, to the Knowledge of the Company, any other Person, is in breach or default under any such insurance policy (including with respect to the payment of premiums or the giving of notices), and no event has occurred that, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination, modification or acceleration, under any such insurance policy. No party to any such insurance policy has repudiated any provision thereof. The Company has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any insurance policy; (ii) refusal of any coverage or rejection of any pending claim under any insurance policy; or (iii) material adjustment in the amount of

the premiums payable with respect to any insurance policy. The Company has presented all claims and given all notices required under such policies in a due and timely manner. Except for amounts deductible under policies of insurance and as described in Section 3.19(b)(iv) of the Disclosure Schedule, the Company has not been and is not subject to liability as a self-insurer. No event has occurred, including the failure by the Company to give any notice or information or the Company giving inaccurate or erroneous notice or information, that limits or impairs the rights of the Company under any insurance policies.

1.20 Transactions with Related Parties. Except as set forth in Section 3.20(a) of the Disclosure Schedule, no current employee, officer, director or Equityholder of the Company, nor any member of his or her immediate family, nor any of their respective Affiliates, (i) is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them or (ii) has any direct or indirect ownership interest in any property, tangible or intangible, Intellectual Property or asset used or developed by or for the Company in the conduct of the Business, except through such Person's ownership of capital stock or any other Equity Interests of the Company. Except as set forth in Section 3.20(b) of the Disclosure Schedule, no current employee, officer or director, nor any member of his or her immediate family, nor any of their respective Affiliates is directly or indirectly, a party to any Contract with the Company or its Affiliates, other than Contracts between the Company and any employee in their capacity as such, including any Contract granting Options or RSUs (each, an "**Affiliate Contract**").

1.21 Books and Records. The minute books of the Company contain complete and accurate records of all meetings and other corporate actions of the stockholders and board of directors of the Company. The stock ledger of the Company is complete and reflects all issuances, transfers, repurchases and cancellations of shares of capital stock, equity interests, options, and any other securities of the Company. True and complete copies of the minute books and the stock ledger of the Company have been made available to Parent. The Company has not taken any action that is inconsistent in any material respect with the minute books or stock ledger of the Company. The minute books, stock ledger and other records of the Company have been maintained in all material respects in accordance with all Applicable Laws. All such records of the Company are in actual possession or direct control of the Company.

1.22 Absence of Changes. Since December 31, 2023 to the date hereof, there has not occurred any Material Adverse Effect. Except as set forth in the applicable subsection of Section 3.22 of the Disclosure Schedule, from such date to the date hereof, the Company has conducted its business only in the Ordinary Course of Business, and the Company has not:

(a) failed to use commercially reasonable efforts to preserve intact the Company's present business organization and to keep available the services of its present officers, managerial personnel and key employees or independent contractors and preserve its relationships with customers;

(b) failed to use commercially reasonable efforts to maintain its assets in their current condition, except for ordinary wear and tear, or failed to repair, maintain, or replace any of its equipment in accordance with the normal standards of maintenance applicable in the industry;

(c) amended, terminated or failed to renew any Material Contract (other than non-renewals upon the expiration of the applicable term), or received any written notice that any other Person has or intends to take any such actions;

(d) entered into any Material Contract;

(e) entered into or modified any non-compete contracts under which the Company is the obligor, or modified or waived any of its rights under any existing non-compete contract under which the Company is the beneficiary;

(f) transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Intellectual Property other than in the Ordinary Course of Business;

(g) cancelled, terminated, or failed to renew any Contract authorizing the Company to use Intellectual Property of any third parties, except for any such Contracts that are for Intellectual Property that are no longer in use by the Company;

(h) made or pledged to make any charitable or other capital contribution;

(i) (i) adopted, amended, modified or terminated any Employee Benefit Plan (except as required by Applicable Law or in connection with an annual renewal), (ii) made any contribution to any Employee Benefit Plan (other than regularly scheduled contributions), (iii) increased in any manner the compensation or benefits of any officer, director, or employee or other personnel (whether employees or independent contractors) other than in the Ordinary Course of Business, and no such future increase is contractually or legally required, or (iv) granted any equity or equity based awards, including, but not limited to, any Option or RSUs under the Equity Incentive Plan;

(j) made any oral or written representation or commitment with respect to any aspect of any Employee Benefit Plan that is not in accordance with the existing written terms and provision of such Employee Benefit Plan;

(k) terminated or transferred any employee other than in the Ordinary Course of Business;

(l) hired or appointed any new officers, directors, or exempt employees, except (i) to replace existing employees at similar compensation levels or (ii) for any new employees hired in the Ordinary Course of Business;

(m) entered into any Contract with, directly or indirectly, any officer or director or Affiliate thereof, or made any payment or distribution to any of the foregoing other than (i) salaries, (ii) expense reimbursements or (iii) advances to directors, officers and employees of the Company in the Ordinary Course of Business not to exceed, in the aggregate, $10,000;

(n) paid or committed to pay any severance, change of control, or termination pay to any Person, or any increase in benefits payable to any Person under any existing severance, change in control or severance agreement or policy;

(o) acquired (including by merger, consolidation, or the acquisition of any equity interest or assets) or sold (whether by merger, consolidation, or the sale of an equity interest or assets), leased, assigned, licensed, loaned, pledged, transferred, or disposed of any Person or any material assets or rights, whether in one or more transactions;

(p) mortgaged, pledged, or subjected to any Lien (other than Permitted Encumbrances) any of its assets;

(q) made any loans, advances or capital contributions to, or investment in, any other Person;

(r) entered into any Partnership Contract;

(s) formed any Subsidiary or acquired any Equity Interest or other interest in any other entity;

(t) (i) hired or changed its independent accountants, if any, (ii) changed its depreciation or amortization policies or rates, (iii) changed its standard invoicing or billing practices and procedures or, (iv) except as required by GAAP, Applicable Law or circumstances which did not exist as of such date, changed any of the Accounting Principles or practices used by it;

(u) changed its practices and procedures with respect to the collection of accounts receivable or offered to discount the amount of any account receivable or extended any other incentive

(whether to the account debtor or any employee or third party responsible for the collection of receivables) with respect thereto;

(v) made a write-down in the value of any of the assets of the Company, or write-offs as uncollectible any notes or accounts receivable, in each case outside the Ordinary Course of Business;

(w) made, declared, paid, accrued or set aside assets for any dividend or otherwise declared or made any other distribution with respect to its capital stock, or directly or indirectly purchased, directly or indirectly redeemed, retired, purchased or otherwise acquired, or effectuated any split, combination, recapitalization, reclassification or similar transaction of any of the capital stock or other securities of the Company;

(x) incurred or guaranteed any Indebtedness, issued any debt securities or rights to acquire debt securities, entered into any arrangement having the economic effect of any of the foregoing, or amended or modified any agreement regarding Indebtedness;

(y) failed to pay any Indebtedness or any other accounts payable as it became due, or changed its existing practices and procedures for the payment of Indebtedness or other accounts payable;

(z) (i) prepaid or cancelled any amount of Indebtedness for borrowed money, (ii) paid or agreed to pay any amount in settlement, or cancelled, compromised, waived or released any right or claim, including rights under or pursuant to, any matter involving actual or threatened claims against the Company, other than immaterial rights or claims in the Ordinary Course of Business, or (iii) cancelled material debts owed to or material claims held by the Company;

(aa) incurred or committed to incur any capital expenditures, capital additions or capital improvements in excess of $50,000 in the aggregate (excluding the decommissioning work set forth in Section 3.9(d) of the Disclosure Schedule);

(ab) changed pricing or royalties, fees or similar charges set or charged by the Company to its customers;

(ac) made any payment or agreement relating to the surrender, cancellation, amendment or agreement not to exercise any stock option, warrant, or other right to acquire Equity Interests of the Company;

(ad) experienced any damage, destruction or loss involving at least $50,000 to any of the assets or properties owned or leased by the Company;

(ae) made or changed any Tax election, changed any annual accounting period, adopted or changed any accounting method with respect to Taxes, filed any amended Tax Return, entered into any closing agreement, settle or compromise any proceeding with respect to any Tax claim or assessment, surrendered any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company, or taken any other similar action relating to the filing of any Tax Return or the payment of any Tax; or

(af) authorized, approved, agreed to or made any commitment, orally or in writing, to take any of the foregoing actions.

1.23 Company Customers and Suppliers.

(a) Section 3.23(a) of the Disclosure Schedule sets forth a list of the twenty (20) largest customers of the Company by aggregate gross revenue for the twenty-one (21) month period beginning January 1, 2023, and ended September 30, 2024 (the "**Company Customers**"), together, in each case, with the gross revenue for such Company Customers during such periods. Each Company Customer has executed a written Contract governing its relationship with the Company. No Company

Customer has canceled, terminated or otherwise modified (other than immaterial changes), or threatened or requested to cancel, terminate or otherwise modify (other than immaterial changes), its relationship with the Company during the 12 months immediately preceding the Closing Date or has during such 12-month period decreased (other than immaterial changes), or threatened or requested to decrease or limit (other than immaterial changes), its business with the Company. As of the date hereof, the Company is not engaged in any dispute with any Company Customer and, to the Knowledge of the Company, no Company Customer intends to terminate, limit or reduce its business relations with the Company.

(b) Section 3.23(b) of the Disclosure Schedule sets forth a list of the twenty (20) largest suppliers or vendors (each a "**Company Supplier**") of the Company for the twenty-one (21) month period beginning January 1, 2023, and ended September 30, 2024, based on and listing the gross purchases from such Company Suppliers. As of the date hereof, the Company is not engaged in any dispute with any Company Supplier and, except as set forth in Section 3.23(b) of the Disclosure Schedule, no Company Supplier has canceled, terminated or otherwise decreased (other than immaterial changes), or, to the Knowledge of the Company, threatened or requested to decrease or limit, its business with the Company.

1.24 Absence of Certain Business Practices.

(a) Compliance with Anti-Bribery Laws and Anti-Money Laundering Laws. Within the past five (5) years (and to the Knowledge of the Company, at all other times), neither the Company nor any of its Affiliates, nor any of their respective directors, officers, employees or agents, nor any Equityholder nor any of its officers, directors, employees or agents in connection with the transactions contemplated hereby or with respect to the Company and the Business, has directly or indirectly (i) unlawfully given, promised, offered or authorized, or accepted, requested, received or agreed to receive, any payment, gift, reward, rebate, contribution, commission, incentive, inducement or advantage to or from any person, including any foreign or domestic government officials or employees or any foreign or domestic political parties or campaigns or (ii) violated any provisions of any Anti-Bribery Laws or Anti-Money Laundering Laws.

(b) Proceedings. There have not been during the past five (5) years (or to the Knowledge of the Company, at all other times), and there currently are no, Legal Proceedings pending or threatened against or involving the Company or its officers, directors, employees or agents, or the Business, or, to the Knowledge of the Company, the Company's Affiliates or any of their respective officers, directors, employees or agents, or an Equityholder or any of its officers, directors, employees or agents in connection with the transactions contemplated hereby or with respect to the Company and the Business, by or before (or, in the case of a threatened matter, that would come before) any Governmental Entity, or any informal or formal investigation by the Company or any of its Affiliates, or their respective legal representatives or a Governmental Entity involving the foregoing, that relates to a potential or actual violation of Anti-Bribery Laws, including the FCPA, or Anti-Money Laundering Laws; nor does a basis for any such Legal Proceeding or investigation exist. Neither the Company, nor any of its Affiliates, nor any Equityholder in connection with the transactions contemplated hereby or with respect to the Company and the Business, submitted any voluntary self-disclosures, in the last five (5) years (or to the Knowledge of the Company, at all other times) from or to any Governmental Entity, with respect to a potential or actual violation of Anti-Bribery Laws, including the FCPA, or Anti-Money Laundering Laws. There is no injunction, judgment, decree or order binding upon or against the Company or any of its Affiliates with respect to a potential or actual violation of Anti-Bribery Laws or Anti-Money Laundering Laws.

1.25 Bank Accounts, Powers of Attorney.

(a) Section 3.25(a) of the Disclosure Schedule sets forth the names and locations of all banks, trust companies, savings and loan associations, mutual fund or stock brokerage firm and other financial institutions at which the Company maintains safe deposit boxes, lock boxes or accounts of any nature, the account numbers and the names of all persons authorized to draw thereon or make withdrawals therefrom.

(b) There are no outstanding powers of attorney, whether limited or general, executed by or on behalf of the Company. The Company has no obligation to act under any outstanding

power of attorney or any obligation or liability, either accrued, accruing or contingent, as guarantor, surety, consignor, endorser (other than for purposes of collection in the Ordinary Course of Business), co-maker or indemnitor in respect of the obligation of any Person.

(c) There are no credit cards issued to any present or past officer, employee or agent of the Company under which the Company has any current or potential future liability except as listed in Section 3.25(c) of the Disclosure Schedule.

Article IIIA
REPRESENTATIONS AND WARRANTIES OF THE EQUITYHOLDERS

As a material inducement to Parent and Merger Sub to execute and perform their obligations under this Agreement, each Equityholder, severally and not jointly, represents and warrants to Parent and Merger Sub (subject to the items set forth on the Disclosure Schedule, which has been delivered by the Company to Parent and Merger Sub concurrently with the execution hereof) that the following statements are true and correct as of the date of this Agreement and as of the Effective Time. Each Equityholder hereby agrees and acknowledges that Parent is relying on the representations and warranties of the Equityholders contained in this Article IIIA in deciding whether to enter into this Agreement and to consummate the transactions contemplated hereby.

3A.1 **Authority**. Such Equityholder has all requisite power and authority (including any entity power and authority if such Equityholder is an entity and all authority under Applicable Laws relating to community property, if such Equityholder is an individual), and has taken all action necessary, to execute and deliver this Agreement and each other Transaction Document to which such Equityholder is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein or therein.

3A.2 **Due Execution**. This Agreement has been, and each other Transaction Document to which such Equityholder is a party has been duly authorized, executed and delivered by such Equityholder, and (assuming the due authorization, execution and delivery by the Company, Parent, and Merger Sub) this Agreement constitutes, and each other Transaction Document to which such Equityholder is a party constitutes, the legal, valid and binding obligations of such Equityholder, enforceable against such Equityholder in accordance with their terms, subject to the Remedies Exceptions.

3A.3 **Non-Contravention**. The execution and delivery of this Agreement and each other Transaction Document to which such Equityholder is a party and the consummation of the transactions contemplated herein and therein by such Equityholder do not, and the performance of this Agreement and each such Transaction Document by the Equityholder do not, (a) conflict with nor will result in any violation, breach of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a benefit under, or give rise to any obligation of the Equityholders to make any payment under, or result in the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Equity Interests of the Company held by such Equityholders (with or without notice or lapse of time, or both) any provision of (i) the organizational documents of such Equityholder, if such Equityholder is an entity, (ii) any Applicable Laws, (iii) any Contract to which such Equityholder is a party or by which the Equity Interests of the Company held by such Equityholder is bound, except where such violation, breach or default would which would not, in the aggregate, have a material adverse effect on such Equityholder's ability to consummate the transactions contemplated hereby, or (iv) any Order applicable to such Equityholder or any of the Equity Interests of the Company held by such Equityholder, or (b) require redemption or repurchase or otherwise require the purchase or sale of any of the Equity Interests of the Company held by such Equityholder, or alter the rights or obligations of any third party with regard to any of the Equity Interests of the Company held by such Equityholder.

3A.4 **Ownership Interests**. Such Equityholder (a) holds of record and beneficially the Equity Interests in the Company set forth opposite its name on Section 3A.4 of the Disclosure Schedule, free and

clear of any and all Liens and (b) has not entered into an agreement to sell, transfer, convey or gift such Equity Interests in the Company, other than this Agreement.

3A.5 **Litigation**. There currently are no Legal Proceedings pending or, to the actual knowledge of such Equityholder, threatened against the Equityholder where such Legal Proceedings are related to the the Company, the Business or the Equity Interests in the Company held by such Equityholder. There have not been in the last five (5) years, and currently are no Legal Proceedings initiated by the Equityholder pending, or that the Equityholder intends to initiate, against any other Person related to the Company, the Business or the Equity Interests in the Company held by such Equityholder. There is no injunction, judgment, decree or order binding upon or against the Equityholder that affects the Equity Interests in the Company held by such Equityholder or that could prevent, delay or impair the ability of the Equityholder to consummate the transactions contemplated in this Agreement or the Transaction Documents to which such Equityholder is a party.

3A.6 **Consideration**. Such Equityholder acknowledges that the amount and type of consideration it will receive with respect to the Equity Interests of the Company will be allocated as set forth in this Agreement, which amount is subject to reductions and adjustments in accordance with the terms of this Agreement.

3A.7 **Brokers' and Finders' Fees**. Such Equityholder has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any other Transaction Document to which the Equityholder is a party or any transaction contemplated herein or therein (other than such fees that will be indirectly paid by the Equityholder in the form of Company Transaction Costs due to the Company's engagement of AXOM). No finder, broker, financial advisor, investment banker, agent or other intermediary has acted, directly or indirectly, for or on behalf of such Equityholder in connection with the transactions contemplated in this Agreement or the Transaction Documents (other than AXOM, which is acting as the broker of the Company).

Article IVA
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

As a material inducement to the Company and Equityholders to execute and perform their obligations under this Agreement, Parent and Merger Sub represent and warrant to the Company and the Equityholders that the following statements are true and correct as of the date of this Agreement and as of the Effective Time. Parent and Merger Sub hereby agree and acknowledge that the Company and the Equityholders are relying on the representations and warranties contained in this Article IV in deciding whether to enter into this Agreement and to consummate the transactions contemplated hereby.

1.1 Organizational Matters.

(a) Organization, Standing and Power to Conduct Business. Each of Parent and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and is duly qualified and in good standing (with respect to jurisdictions that recognize such concept) to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, except where the failure to do so would not have a material adverse effect on Parent.

(b) Merger Sub Charter Documents. Parent has delivered or made available to the Company true, correct and complete copies of the certificate of incorporation and bylaws of Merger Sub, as amended to date and currently in effect (such instruments and documents, the "**Merger Sub Charter Documents**"). Merger Sub is not in violation of any of the provisions of the Merger Sub Charter Documents. Since the date of its formation, Merger Sub has not engaged in any activities other than in connection with this Agreement.

1.2 Authority and Due Execution.

(a) Authority. Each of Parent and Merger Sub have all requisite corporate power and authority to enter into this Agreement and any other Transaction Documents to which they are a party and to consummate the transactions contemplated herein or therein. The execution and delivery of this Agreement and the other Transaction Documents to which Parent or Merger Sub is a party and the consummation by Parent or Merger Sub of the transactions contemplated herein or therein have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize the execution, delivery and performance of this Agreement and the other Transaction Documents by Parent or Merger Sub or to consummate the transactions contemplated herein or therein.

(b) Due Execution. This Agreement and each other Transaction Document to which either Parent or Merger Sub is a party has been duly executed and delivered by Parent and Merger Sub and constitutes (assuming the due authorization, execution and delivery by the other parties hereto and thereto), the valid and binding obligations of Parent and Merger Sub enforceable against them in accordance with their respective terms, subject to the Remedies Exceptions.

1.3 Non-Contravention and Consents.

(a) Non-Contravention. The execution and delivery of this Agreement and each other Transaction Document by Parent and Merger Sub does not, and the performance of this Agreement and each other Transaction Document by Parent and Merger Sub do not, (i) conflict with or violate any provision of Parent's or Merger Sub's certificate of incorporation or bylaws, in each case as amended to date and currently in effect; (ii) conflict with or violate any Applicable Laws; or (iii) result in a breach or constitute a default under any Contract to which Parent or Merger Sub is a party or by which any of Parent's or Merger Sub's assets are bound, except in the case of clause (iii), as would not affect Parent and Merger Sub's ability to consummate the transactions contemplated by this Agreement.

(b) Contractual Consents. No Consent under any agreement to which Parent or Merger Sub is a party is required to be obtained in connection with the execution, delivery or performance of this Agreement or any other Transaction Document by Parent or Merger Sub or the consummation of the transactions contemplated herein or therein.

(c) Governmental Consents. No Consent of any Governmental Entity is required to be obtained or made by Parent or Merger Sub in connection with the execution, delivery and performance of this Agreement or any other Transaction Document by Parent or Merger Sub or the consummation of the transactions contemplated herein or therein, except for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

1.4 Brokers' and Finders' Fees. Except for RBC Capital Markets, LLC ("**RBC**"), Parent has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any other Transaction Document to which Parent is a party or any transaction contemplated herein or therein. Except for RBC, no finder, broker, financial advisor, investment banker, agent or other intermediary has acted, directly or indirectly, for or on behalf of Parent in connection with the transactions contemplated in this Agreement and the Transaction Documents.

1.5 Litigation. There is no Legal Proceeding pending, or to the knowledge of Parent, threatened against Parent or any of its Affiliates, that questions the legality or propriety of the transactions contemplated by this Agreement or that would reasonably be expected to prevent, hinder or delay the consummation of the transactions contemplated by this Agreement.

Article VA
AGREEMENTS AND COVENANTS OF THE COMPANY AND THE EQUITYHOLDERS

1.1 Resignations of Directors and Officers. Prior to Closing, the Company will cause all of its directors and officers (other than as specified on Section 5.1 of the Disclosure Schedule) to deliver

their written resignations to Parent, which resignations will be effective as of the Effective Time, in the form attached hereto as Exhibit I (the "**Resignations**").

1.2 Related-Party Transactions. On or prior to the Closing Date, the Company shall (a) pay or otherwise satisfy all obligations of the Company to any Stockholder and holders of Convertible Notes or any of their respective Affiliates (other than obligations of the Company (i) to its employees for accrued salary for the current payroll period, (ii) pursuant to the Convertible Notes, which will be paid off at the Closing), and (iii) under the Contracts set forth on Section 5.2 of the Disclosure Schedule), (b) terminate all Contracts with the Stockholders, the holders of Convertible Notes or their respective Affiliates (other than (i) Contracts between the Company and its employees, (ii) the Convertible Notes, which will be paid off at the Closing, and (iii) the Contracts set forth on Section 5.2 of the Disclosure Schedule) and (c) deliver releases executed by such Affiliates with whom the Company has terminated such Contracts pursuant to this Section 5.2 providing that no further payments are due, or may become due, under or in respect of any such terminated Contracts.

1.3 Non-Disparagement. Each Equityholder shall not, directly or indirectly at any time after the Effective Time, engage in any conduct or make any statement, whether in commercial or noncommercial speech, disparaging or criticizing in any way Parent, the Surviving Corporation, their respective Affiliates, or any of their respective officers, directors, employees or agents or any products or services offered by any of them, nor shall it engage in any other conduct or make any other statement that would reasonably be expected to impair the goodwill of any of them. Notwithstanding anything to the contrary in this Section 5.3, this Section 5.3 shall not prevent any Equityholder from complying with any applicable law or regulation or a valid order from a court of competent jurisdiction or an authorized government agency.

1.4 General Release of All Claims. EFFECTIVE AS OF AND AFTER THE EFFECTIVE TIME, EACH EQUITYHOLDER FOR HIMSELF, HERSELF, OR ITSELF AND, IF APPLICABLE, ALL OF HIS, HER OR ITS CONSTITUENT STOCKHOLDERS, MEMBERS OR PARTNERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS, AND ALL PERSONS CLAIMING THROUGH HIM, HER OR IT OR ANY OF THEM (COLLECTIVELY, THE "**RELEASORS**"), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY RELEASES, ACQUITS AND DISCHARGES FOREVER ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, CAUSES OF ACTION, ORDERS, JUDGMENTS, OBLIGATIONS, PREEMPTIVE RIGHTS, EQUITYHOLDER RIGHTS, CONTRACTS, AGREEMENTS, DEBTS AND LIABILITIES OF WHATEVER KIND OR NATURE, WHETHER AT LAW OR EQUITY, MATURED OR UNMATURED, KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED OR OTHERWISE (COLLECTIVELY, "**RELEASED CLAIMS**") ARISING OUT OF OR RELATING TO ANY MATTER, CAUSE, CIRCUMSTANCE OR EVENT ARISING OUT OF OR RELATING TO THE CONDUCT, MANAGEMENT OR OPERATION OF THE BUSINESS AND AFFAIRS OF THE COMPANY PRIOR TO THE EFFECTIVE TIME, INCLUDING ANY BREACH OF FIDUCIARY DUTY IN CONNECTION WITH THE APPROVAL OF THIS AGREEMENT, THAT SUCH EQUITYHOLDER MAY HAVE AGAINST THE COMPANY OR ITS PAST AND PRESENT SUBSIDIARIES AND THEIR RESPECTIVE MANAGEMENT, DIRECTORS, OFFICERS, STOCKHOLDERS AND MEMBERS (INDIVIDUALLY, A "**RELEASEE**" AND COLLECTIVELY, THE "**RELEASEES**"); *PROVIDED*, *HOWEVER*, THAT SUCH RELEASE AND DISCHARGE SHALL NOT EXTEND TO (A) ANY CLAIMS ENFORCING THE RIGHTS OF THE RELEASORS UNDER THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, (B) ANY RIGHTS TO INDEMNIFICATION, EXCULPATION OR EXPENSE ADVANCEMENT TO THE EXTENT PROVIDED UNDER THE D&O TAIL POLICY OR UNDER ANY DIRECTORS AND OFFICERS INSURANCE POLICIES MAINTAINED BY THE COMPANY WITH RESPECT TO THE EQUITYHOLDER'S SERVICE PRIOR TO THE CLOSING, (C) RIGHTS TO SALARY OR OTHER COMPENSATION OR EMPLOYEE BENEFITS PURSUANT TO AN EMPLOYEE BENEFIT PLAN IN EFFECT AS OF THE DATE OF THIS AGREEMENT OR RIGHTS TO EXPENSE REIMBURSEMENTS AS OF THE DATE OF THIS AGREEMENT FOR REASONABLE AND NECESSARY BUSINESS EXPENSES INCURRED AND DOCUMENTED PRIOR TO THE CLOSING, (D) UNREIMBURSED CLAIMS UNDER EMPLOYEE HEALTH AND WELFARE PLANS, CONSISTENT WITH TERMS OF COVERAGE, AND (E) THE ENTITLEMENT TO CONTINUATION COVERAGE BENEFITS OR ANY OTHER SIMILAR BENEFITS REQUIRED BY APPLICABLE LAW TO BE PROVIDED. IN MAKING THIS RELEASE, THE RELEASORS

EXPRESSLY WAIVE ANY AND ALL RIGHTS OR BENEFITS THEY MAY NOW HAVE, OR IN THE FUTURE MAY HAVE, UNDER ANY LAW RELATING TO THE RELEASE OF CLAIMS WHICH ARE UNKNOWN AT THE TIME OF THE EXECUTION OF THIS AGREEMENT.

Article VIA
ADDITIONAL COVENANTS

1.1 **Conduct of Business**. Except (x) as otherwise expressly contemplated or permitted by this Agreement and the other Transaction Documents, (y) as required by applicable Law or (z) with the written consent of Parent (not to be unreasonably withheld, conditioned or delayed), during the period from the date hereof and continuing until the earlier of (a) the termination of this Agreement in accordance with its terms and (b) the Closing Date, (i) the Company shall use its commercially reasonable efforts to conduct the Business in the Ordinary Course of Business in all material respects, and (ii) except as set forth in Section 6.1 of the Disclosure Schedule, or consented to in writing by Parent (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not:

(a) (i) merge or consolidate with or into any other Person; (ii) dissolve or liquidate; (iii) sell, lease or exclusively license all or substantially all of its assets; (iv) mortgage or pledge any of its assets or subject any of its assets to any Lien (other than Permitted Liens); or (v) permit the sale or transfer of any shares of capital stock or interests therein;

(b) issue, sell, pledge, dispose of, encumber or deliver (whether through the issuance or granting of any options, warrants, commitments, subscriptions, rights to purchase or otherwise) any shares of capital stock or other securities of any class or any options, warrants, calls, rights, commitments, agreements, arrangements or undertakings to issue, deliver or sell, or cause to be issued, delivered or sold, shares of capital stock or other securities of any class;

(c) change, amend, modify or repeal any provision of the Company's organizational documents;

(d) guarantee, endorse or otherwise become liable or responsible for the obligations of any other Person or make any loans, advances or capital contributions to, or investments in, any Person;

(e) make any settlement of or compromise any Tax liability, change any Tax election or Tax method of accounting or make any new Tax election or adopt any new Tax method of accounting; surrender any right to claim a refund of Taxes; consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment; file any Tax Return (other than as required by applicable Law) or any amended Tax Return or take any other action that would have the effect of increasing the Tax liability of the Company for any period after the Closing Date or decreasing any Tax attribute of the Company existing on the Closing Date;

(f) except as required by GAAP, applicable Law or circumstances which did not exist as of such date, change any of the accounting principles or practices used by it;

(g) commence a lawsuit, administrative proceeding, mediation, arbitration or other similar proceeding;

(h) make any claim under or reduce the amount of any insurance coverage provided by existing insurance policies;

(i) make any loan to, or enter into any transaction directly or indirectly with, any of its Equityholders, directors, officers or employees, including any member of his or her immediate family or Affiliates, as applicable;

(j) enter into any collective bargaining agreement;

(k) make, declare, pay or set aside assets for any dividend or otherwise or declare or make any other distribution with respect to its capital stock, or, directly or indirectly, purchase, redeem or otherwise acquire any shares of capital stock or other securities;

(l) terminate (other than a termination for cause) or hire any employee, independent contractor, or consultant;

(m) increase the compensation or benefits payable, or grant any bonus, to any current or former Employee of the Company, except as required by the terms of any Contract the Employee has with the Company;

(n) fail to maintain the books, records and accounts of the Company in the Ordinary Course of Business;

(o) introduce any material change with respect to the operation of the Company, including any material change in the types, nature, composition or quality of its products or services;

(p) enter into any Contract that restrains, restricts, limits or impedes the ability of the Company to compete with or conduct any business or line of business in any geographic area or solicit the employment of any Persons; or

(q) approve, authorize any of, or commit or agree to take any of, the foregoing actions.

1.2 Access to Information.

(a) Prior to the Closing, the Company shall afford to Parent and its Representatives reasonable access, upon reasonable notice, during normal business hours, to the senior management of the Company, properties, books, Contracts and records (including financial, operating and other data and information) of the Company; provided, however, that such access (i) does not disrupt the normal operations of the Company, (ii) would not reasonably be expected to violate any Law or the terms of any Contract, (iii) would not reasonably be expected to result in the loss of the ability to successfully assert attorney-client and work product privileges or (iv) would not result in the disclosure of, or provide access to, information which the Company has reasonably determined, upon the advice of outside counsel, should not be so disclosed due to its sensitive nature (including access to individual performance or evaluation records). Parent shall not contact any of the Company's suppliers or customers prior to the Closing without the prior written consent of the Company.

(b) All information provided pursuant to Section 6.2(a) shall remain subject in all respects to the Confidentiality Agreement. The terms of the Confidentiality Agreement shall continue in full force and effect in accordance with its terms until the Closing, at which time such Confidentiality Agreement and the obligations of Parent and the Company under the Confidentiality Agreement shall terminate. In the event of the termination of this Agreement in accordance with its terms, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

1.3 Supplemental Information. At any time, from time to time, prior to the Closing, (a) the Company shall promptly notify Parent of the occurrence of any event that would reasonably be likely to result in the failure of any of the conditions set forth in Sections 8.1 or 8.2 to be satisfied prior to the Outside Date, and (b) Parent shall promptly notify the Company of the occurrence of any event that would reasonably be likely to result in the failure of any of the conditions set forth in Sections 8.1 or 8.3 to be satisfied prior to the Outside Date. No such notification will affect the representations or warranties of the parties or the conditions to their respective obligations hereunder.

1.4 Exclusivity. From the date hereof through the earlier of the termination of this Agreement or the Closing, neither the Company nor any of its representatives, officers, employees, directors, agents, stockholders, subsidiaries or Affiliates (collectively, the "**Company Group**") shall initiate, solicit, negotiate, or accept (directly or indirectly), any proposal or offer from any person or group of persons other than Parent and its Affiliates to acquire all or any significant part of the business, assets

and properties, capital stock or other equity securities of the Company, whether by merger, purchase of stock, purchase of assets, tender offer, joint venture, lease, license or otherwise (an "**Acquisition Proposal**"), or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring it to delay, abandon, terminate or fail to consummate the Transaction with Parent. The Company represents and warrants to Parent that the Company and the Company Group have ceased any and all such activities, contacts, discussions and negotiations with third parties (other than Parent and its Representatives) with respect to any Acquisition Proposal on or prior to the date hereof.

1.5 Tax Covenants.

(a) Filing of Tax Returns; Payment of Taxes. Parent shall prepare or cause to be prepared all Tax Returns of the Company required to be filed after the Closing Date for all Pre-Closing Tax Periods and all Straddle Periods. Such Tax Returns shall be prepared on a basis consistent with past practice except to the extent otherwise required by Applicable Laws. Not later than sixty (60) days prior to the due date for filing any such Tax Return, Parent shall deliver or cause to be delivered a copy of such Tax Return, together with all supporting documentation and work papers, to the Equityholder Representative for its review and reasonable comment and will consider in good faith the reasonable comments of the Equityholder Representative. Parent will cause such Tax Return (as revised to incorporate the Equityholder Representative's comments accepted by Parent) to be timely filed (including remitting the amount of Taxes shown on such Tax Return to the applicable Taxing Authority) and will provide a copy to the Equityholder Representative.

(b) Proration of Straddle Period Taxes. In the case of Taxes that are payable with respect to any Straddle Period, the portion of any such Taxes that is attributable to the portion of the period ending on the Closing Date shall be:

(i) in the case of Taxes that are either (A) based upon or related to income or receipts, sales, proceeds, profits, receipts, wages, compensation or similar items, or (B) imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) or (C) all other Taxes that are not imposed on a periodic basis, deemed equal to the amount that would be payable if the Tax period of the Company ended with (and included) the Closing Date, based on an interim closing of the books; *provided*, that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each period; and

(ii) in the case of Taxes that are imposed on a periodic basis with respect to the assets or capital of the Company, deemed to be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the portion of the period ending on and including the Closing Date and the denominator of which is the number of calendar days in the entire period.

(c) Cooperation on Tax Returns and Tax Proceedings. Parent, the Company, and the Equityholder Representative shall cooperate fully as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and any audit, examination, litigation or other judicial or administrative proceeding with respect to Taxes imposed on or with respect to the assets, operations or activities of the Company (each a "**Tax Proceeding**"). Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such Tax Return or Tax Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Parent, the Company, and the Equityholder Representative (to the extent of information in its possession) agree (i) to retain all books and records with respect to Tax matters pertinent to the Company (including Tax records with respect to net operating losses for the year generated) relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Parent or the Company, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Taxing Authority, and (ii) to give the other party reasonable written

notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Company or Parent, as the case may be, shall allow the other party to take possession of such books and records. In addition, the Equityholders agree, upon request, to use commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed on Parent or the Company (including with respect to the transactions contemplated herein).

(d) Transfer Taxes. The Equityholders will be responsible for the payment of any state and local transfer, sales, use, stamp, registration or other similar Taxes, if any, resulting from the transactions contemplated in this Agreement or any other Transaction Document (the "**Transfer Taxes**").

(e) Tax Treatment. The Parties intend that the transactions contemplated under this Agreement shall be treated as a taxable sale of stock by the Equityholders to Parent for all federal and state income Tax purposes, none of the Parties shall take any action to prevent such Tax treatment, and no election under Section 336(e) of the Code or under Section 338 of the Code will be made with respect to the Merger or the other transactions contemplated by this Agreement. Each Party hereto shall report the Merger in a manner consistent with this Section 6.5(e).

1.6 Confidentiality; Use of Name and Logo.

(a) During the five (5) year period following the Effective Time, (i) each Equityholder shall, and shall cause its Affiliates to, hold in confidence all non-public information relating to the Company and the Business and the transactions contemplated by, and the terms of, this Agreement and the Transaction Documents (the "**Company Confidential Information**") and (ii) no Equityholder shall, and each Equityholder shall cause its Affiliates not to, disclose or use any Company Confidential Information except as expressly authorized in writing by Parent. Each Equityholder shall, and shall cause its Affiliates to, take the same degree of care to protect the Company Confidential Information as such Equityholder uses to protect his, her or its own confidential information, which shall in no event be less that a reasonable degree of care. Notwithstanding the foregoing, nothing in this Section 6.6(a) will prevent any of the following disclosures by an Equityholder or its Affiliates at any time: (A) disclosing any information to the extent required under Applicable Law (based upon advice of counsel (including in-house counsel)) or any information such Equityholder determines, in good faith (based upon advise of counsel (including in-house counsel)), is necessary or advisable in light of ongoing review or oversight by a regulatory, quasi-regulatory or Governmental Entity with jurisdiction over such Equityholder (or such Affiliate thereof); (B) communicating to its shareholders, members or partners (as applicable) in accordance with its customary investor communications practices; (C) making a statement or disclosure (1) as required as part of its or any of its Affiliate's financial statements or Tax Returns, (2) to the extent reasonably necessary to enforce or comply with this Agreement or (3) in response to any request for information or documents made by a Governmental Entity; (D) making a statement or disclosure to its legal, accounting, tax and financial advisers to the extent reasonably necessary for any such adviser to perform its legal, accounting, tax and financial services, respectively; (E) disclosures in connection with dispute resolution proceedings relating to this Agreement and the transactions contemplated hereby to the courts and arbitrators involved in such proceedings and other persons (*e.g.*, attorneys, witnesses) involved in such proceedings; or (F) disclosure of information in furtherance of such Equityholder's duties to Parent, the Surviving Corporation or any Affiliate thereof while such Equityholder (or such Equityholder's representative) is acting as an employee or consultant of Parent, the Surviving Corporation or such Affiliate. The term "Company Confidential Information" does not include information which (w) is or becomes generally available or readily accessible to the public, (x) is or was available to the Equityholder outside of the Equityholder's involvement with the Company, (y) becomes available to the Equityholder from a third party not known to the Equityholder to be under any duty of confidentiality, or (z) is independently developed by the Equityholder without use of or reference to Company Confidential Information.

(b) Each of Parent and the Company hereby agrees that it shall not, and shall cause each of its Affiliates and each of its and their respective officers, directors, employees and Representatives not to, (i) use in advertising or publicity the name of The Goldman Sachs Group, Inc. ("**Goldman**") or Signal Peak Ventures, LLC ("**Signal Peak**") or any of their respective known Affiliates, or any trade name, trademark, trade device, logo, service mark, symbol or any abbreviation, contraction

or simulation thereof owned by Goldman or Signal Peak or any of their respective Affiliates; (i) represent, directly or indirectly, that any product or any service provided by the Purchaser, the Company or any of their respective Affiliates has been approved, endorsed, recommended or provided by, or in association with, Goldman or Signal Peak or any of their respective Affiliates or (iii) disclose the fact that Goldman or Signal Peak was an investor in the Company, in each case of the foregoing clauses (i) through (iii), without the prior written consent of each Equityholder affiliated with Goldman or Signal Peak, as applicable (it being understood and agreed that such Goldman or Signal Peak Equityholders, as applicable, may provide or withhold such consent in their sole and absolute discretion).

1.7 Indemnity; Directors' and Officers' Insurance; Fiduciary and Employee Benefit Insurance. At the Closing, the Company will purchase (and after the Closing the Purchaser will cause the Company to maintain in effect, for a period of six (6) years thereafter) each of the following:

(a) a tail policy to the current policy of directors' and officers' liability insurance maintained by the Company, which tail policy will be effective for a period from the Closing through and including the date that is six (6) years after the Closing Date with respect to claims arising from facts or events that occurred at or before the Effective Time (the "**D&O Tail Policy**"). Such tail policy will contain substantially the same coverage and amounts as, and contain terms and conditions no less advantageous than, in the aggregate, the coverage currently provided by such current policy; and

(b) "run-off" coverage as provided by the Company's fiduciary and employee benefit policies, in each case, covering those Persons who are covered on the date hereof by such policies and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the Company's existing policies (the "**Run-Off Policy**").

1.8 Option and RSU Cancellations. Prior to the Effective Time, the board of directors of the Company (or if appropriate, any committee administering the Equity Incentive Plan) shall adopt such resolutions or take such other actions as may be necessary or desirable to (a) effectuate the treatment of the Options and RSUs pursuant to Section 2.5 and (b) terminate the Equity Incentive Plan as of the Effective Time.

1.9 Continuing Executives and Consultants.

(a) Prior to the Closing Date, the Company shall cause the individuals listed on Section 6.9(a) of the Disclosure Schedule (the "**Continuing Executives**") to deliver their executed offer letters to Parent, which will be effective as of the Effective Time, the terms of which are specific to each Continuing Executive, in substantially the form attached hereto as Exhibit N (the "**Offer Letters**").

(b) Prior to the Closing Date, the Company shall cause the individuals listed on Section 6.9(b) of the Disclosure Schedule (the "**Continuing Consultants**") to deliver their executed consulting agreements to Parent, which will be effective as of the Effective Time**,** the terms of which are specific to each Continuing Consultant, in substantially the form attached hereto as Exhibit O (the "**Consulting Agreements**").

1.10 Section 280G. At least three (3) Business Days prior to the Closing Date, to the extent that any "disqualified individual" (within the meaning of Section 280G) has the right to receive or retain any payments or benefits in connection with the transactions contemplated by this Agreement that reasonably would be expected to constitute "parachute payments" (within the meaning of Section 280G), the Company (a) solicited and used commercially reasonable efforts to obtain, from each such person whom the Company reasonably believes is a "disqualified individual," a waiver of all or a portion of such disqualified individual's rights or potential rights to any such payments and/or benefits (the "**Waived 280G Benefits**"), such that none of the remaining payments and/or benefits applicable to such disqualified individual would be deemed to be "excess parachute payments" pursuant to Section 280G, and (b) thereafter, with respect to each disqualified individual who executed the waiver described in clause (a), submitted for approval the right of any such disqualified individual to receive or retain the Waived 280G Benefits to a vote of the holders of the equity interests of the Company entitled to vote on such matters (and, to the extent necessary or appropriate in accordance with Treasury Regulation 1.280G-1, Q/A-7, the voting equity holders of any "entity shareholder"), in the manner intended to satisfy

the requirements under Section 280G(b)(5) of the Code and the regulations and guidance promulgated thereunder, and such disqualified individual's right to receive the Waived 280G Benefits was conditioned upon receipt of such requisite approval. To the extent that any contract, agreement, plan or arrangement is entered into (or planned to be entered into) by, or at the direction of, the Company and a disqualified individual at or prior to Closing, the Company provided a copy of such contract, agreement, plan or arrangement to Parent and cooperated with Parent in good faith in order to calculate or determine the value (for purposes of Section 280G) of any payments or benefits granted or contemplated therein that may constitute, individually or in the aggregate with other payments and/or benefits, "parachute payments". Before any such waiver agreement was sought from any disqualified individual and before submission to the holders of the equity interests of the Company, and in any event no later than ten (10) Business Days prior to the Closing Date, the Company provided Parent and its counsel with final calculations of the potential "parachute payments" (within the meaning of Section 280G), copies of the proposed waiver agreements and all materials for such submission (including the disclosure statement and holder consent), and Parent was provided with a reasonable opportunity to comment thereon and the Company accepted any reasonable comments with respect to the same provided by Parent. To the extent applicable, prior to the Closing, the Company delivered to Parent evidence reasonably satisfactory to Parent that a vote of holders of the equity interests of the Company was solicited in accordance with the foregoing provisions of this Section 6.10 and that either (i) the requisite number of votes of holders of the equity interests of the Company was obtained with respect to the Waived 280G Benefits (the "**280G Approval**") or (ii) the 280G Approval was not obtained and the Waived 280G Benefits shall not be paid.

1.11 Employee Matters.

(a) From the date hereof through the Closing Date, the Company and Parent shall cooperate in good faith with respect to any communications (whether oral or written) relating to Parent or the transactions contemplated by this Agreement and any other Transaction Documents with the employees of the Company, excluding communications with Company employees actively working on the transactions contemplated by this Agreement. From the date hereof through the Closing Date, and except as contemplated by the preceding sentence, none of the Company executives nor the Company's Affiliates shall (i) make any announcements or other general communications to or with the employees of the Company relating to Parent, the Merger or the other transactions contemplated by this Agreement and any other Transaction Documents without the prior written consent of Parent or (ii) make any disparaging statements to the employees of the Company relating to Parent or Parent's future plans with respect to the business of the Company, either verbally or in writing.

(b) Effective from and after the Closing Date and for a period of one (1) year thereafter (or with respect to any individual Continuing Employee, such lesser period that such Continuing Employee remains employed by the Company or an Affiliate thereof), and with respect to employees of the Company who remain employed by the Company or an Affiliate thereof immediately following the Closing (the "**Continuing Employees**"), Parent will cause the Company or an Affiliate thereof to continue to maintain the hourly wage rates or base salary levels in place for each Continuing Employee's current position immediately prior to the Closing, unless otherwise agreed between a Continuing Employee and Parent, the Company or an Affiliate.

(c) From the Closing Date through December 31, 2024, with respect to the Continuing Employees, Parent will cause the Company or an Affiliate thereof to continue to: (i) maintain target incentive compensation amounts (it being understood that incentive compensation provided by Parent to each Continuing Employee need not be provided in the form of equity or equity-based grants) that are no less favorable in the aggregate than the target incentive compensation amounts provided to such Continuing Employee immediately prior to the Closing Date, (ii) provide eligibility for benefits that are at least comparable in the aggregate to the benefits available under Employee Benefit Plans in which the applicable Continuing Employee participates immediately prior to the Closing, and (iii) provide health insurance coverage with deductibles and other terms, in the aggregate, no less favorable than those being provided under the applicable Employee Benefit Plan immediately prior to the Closing. Starting January 1, 2025, Continuing Employees shall be eligible to participate in incentive compensation and benefit plans consistent with those offered to similarly situated employees of Parent. Nothing in Sections 6.11(b), 6.11(c), or any other provision of the Agreement will obligate Parent or any of its Affiliates to continue the employment of any Continuing Employee after the Closing.

(d) Effective from and after the Closing Date, Continuing Employees will be given credit for eligibility and vesting purposes and benefit accrual purposes under the employee benefit plans, programs, policies and arrangements maintained from time to time by Parent, the Company or an Affiliate thereof, for such Continuing Employee's service with the Company or such Affiliate to the same extent and for the same purposes that such service was taken into account under a corresponding Employee Benefit Plan of the Company as of the Closing Date, except that no such service will be credited to the extent that it would result in a duplication of benefits.

(e) All provisions contained in this Agreement with respect to employee benefit plans, employee compensation, and other terms and conditions of employment are included for the sole benefit of the parties hereto and do not create any right in any other Person, including any employee or former employee of the Company or any participant or beneficiary in any Employee Benefit Plan.

(f) Effective from and after the Closing Date, Parent will be solely responsible for providing continuing benefits or coverage for each participant or any beneficiary of a participant who is or becomes an "M&A qualified beneficiary" within the meaning of Treasury Regulations Section 54.4980B-9 prior to, on or after the Closing Date, without regard to whether the entitlement to such coverage (or notice of such coverage) arises in connection with the transactions contemplated by this Agreement or otherwise, under any Employee Benefit Plan that as of the Closing Date is subject to the requirements of Code Section 4980B or Section 601 (et. seq.) of ERISA, or mandated by other Applicable Laws, including state Law, whether such obligation to provide continuing benefits or coverage under any such Employee Benefit Plan arises prior to, on or after the Closing Date.

(g) Effective from and after the Closing Date, Parent will be solely responsible for providing notice for any plant closing or mass layoff in accordance with the WARN Act. Parent shall indemnify and hold harmless the Stockholders and their respective Affiliates with respect to any liability under the WARN Act (and any comparable Law requiring notice to employees) arising or resulting, in whole or in part, from any actions taken by Parent on or after the Closing.

(h) With respect to any benefit plan maintained by Parent or the Company that is a "welfare benefit plan" (as defined in Section 3(1) of ERISA), Parent or the Company shall use commercially reasonable efforts to cause any pre-existing condition exclusions or waiting periods that apply to the Continuing Employees and his or her covered dependents to be waived and provide each Continuing Employee and his or her covered dependents with credit for any co-payments, deductibles and other out of pocket expenses incurred under the Employee Benefit Plans for purposes of satisfying the co-payments, deductibles and out-of-pocket expenses under the corresponding benefit plans of Parent.

1.12 **R&W Policy**. Prior to the Closing, Parent will obtain, a R&W Policy that contains terms and conditions that are mutually acceptable to Parent and the Equityholder Representative (and Parent will provide a copy of such R&W Policy to the Equityholder Representative), including terms to the effect that, other than with respect to claims for Fraud, the R&W Insurer (a) waives, and agrees not to pursue, directly or indirectly, any subrogation rights against the Stockholders with respect to any claim made by any insured under the R&W Policy, and (b) agrees that Parent has no obligation to pursue any claim against the Stockholders in connection with any Loss. From and after the date hereof, Parent will not, and will cause each of its Affiliates not to, amend, modify, terminate or otherwise waive any terms or conditions of such R&W Policy so as to expand the subrogation or contribution rights of the R&W Insurer against the Stockholders under such R&W Policy without the prior written consent of the Equityholder Representative. Parent and any other insured party under the R&W Policy bear all risk of (i) the applicable R&W Insurer's insolvency or breach of the R&W Policy, (ii) the failure of any insured party under the R&W Policy to file notices of claims that are timely and sufficient under the R&W Policy, and (iii) the applicable R&W Insurer's (A) failure to make any payments to any insured party under the R&W Policy or (B) denial of coverage for any reason. Parent shall pay one hundred percent (100%) of the R&W Policy Costs to the R&W Insurer; provided that fifty percent (50%) of the R&W Policy Costs shall be included as a Company Transaction Cost.

1.13 **401(k) Plan Termination**. The Company shall take all actions necessary and appropriate to terminate the Keap 401(k) Plan effective no later than the day immediately preceding the Closing Date. The Company shall deliver to Parent, prior to the Closing Date, evidence that the Company's board of

directors has validly adopted resolutions to terminate the Keap 401(k) Plan (the form and substance of which resolutions shall be subject to prior review and approval of Parent) effective no later than the date immediately preceding the Closing Date. Parent shall make commercially reasonable efforts to permit each participant in the Keap 401(k) Plan to roll their account balances from the Keap 401(k) Plan to a Section 401(k) Plan sponsored by Parent or a Subsidiary, including, without limitation, the rollover of participant Keap 401(k) Plan loans that are outstanding as of the Closing Date. Regardless of when the rollovers described in the preceding sentence occur, and if not already permitted by the terms of the Parent 401(k) Plan, prior to the Closing Date, Parent shall make commercially reasonable efforts to amend its 401(k) Plan to add a special plan entry date so that the Company continuing employees who meet the age and service requirements of Parent 401(k) Plan as of the Closing Date (after taking into account the service crediting provisions above) shall be eligible to participate in the Parent 401(k) Plan no later than the first day of the second payroll period beginning after the Closing Date.

1.14 **Termination of Certain Relationships**. Prior to the Closing Date, the Company shall terminate any and all activities, transactions, and other dealings with customers, vendors and third parties that, to the Company's Knowledge, are located, organized or residing in Afghanistan, Russia, Ukraine or Venezuela. For the avoidance of doubt, such termination shall include termination and cancellation of all websites (including, without limitation, infusionsoftsummit.ru), contracts, accounts payable, accounts receivable, accrued expenses, and liabilities in connection with such relationships.

1.15 **Closing Conditions**. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VIII hereof (including consummating the Parent Financing Transaction).

Article VIIA
THE EQUITYHOLDER REPRESENTATIVE

1.1 **Authorization of the Equityholder Representative**.

(a) The Equityholder Representative hereby is appointed, authorized and empowered as of the Closing to act as the sole and exclusive representative, agent, proxy and attorney-in-fact of each Equityholder, regardless of whether such Person votes in favor of the adoption of this Agreement and the approval of the Merger, in connection with, and to facilitate the consummation of, the transactions contemplated in this Agreement and the other Transaction Documents, and in connection with the activities to be performed on behalf of the Equityholders under this Agreement. Without limiting the foregoing, the Equityholder Representative is hereby appointed, authorized and empowered to act as the sole and exclusive representative, agent, proxy and attorney-in-fact of the Equityholders with the full power and authority:

(i) to take such actions and to execute and deliver such amendments, modifications, waivers and consents in connection with this Agreement and the other Transaction Documents and the consummation of the transactions contemplated herein and thereby as the Equityholder Representative, in its reasonable discretion, may deem necessary or desirable to give effect to the intentions of this Agreement and the other Transaction Documents;

(ii) to enforce and protect the rights and interests of the Equityholders and to enforce and protect the rights and interests of the Equityholder Representative arising out of or under or in any manner relating to this Agreement and each other Transaction Document, including acting on each Equityholder's behalf in any dispute, litigation or arbitration involving this Agreement or such other agreements or any document delivered to the Equityholder Representative in such capacity pursuant hereto or thereto;

(iii) to facilitate the distribution to the Equityholders of any amounts owed them pursuant to the Escrow Agreement;

(iv) to authorize the release of the Equityholder Representative Expense Fund or otherwise control the Equityholder Representative Expense Fund;

(v) control any attorney-client privilege as described in Section 10.19;

(vi) to waive or refrain from enforcing any right of any Equityholder and/or of the Equityholder Representative arising out of or under or in any manner relating to this Agreement or any other Transaction Document; and

(vii) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Equityholder Representative, in its sole and absolute direction, may consider necessary or proper or convenient in connection with or to carry out the activities described in paragraphs (i) through (vi) above and the transactions contemplated in this Agreement and the other Transaction Documents, in each case without having to seek or obtain the consent of any Person under any circumstance.

(b) Parent, the Company and each of their Affiliates will be entitled to rely exclusively upon the communications of the Equityholder Representative relating to the foregoing as the communications of the Equityholders. None of such Persons (i) need be concerned with the authority of the Equityholder Representative to act on behalf of all Equityholders hereunder, or (ii) will be held liable or accountable in any manner for any act or omission of the Equityholder Representative in such capacity. After the Closing, any notices delivered to the Equityholder Representative in connection with Article X hereof shall constitute notice to all Equityholders.

(c) The grant of authority provided for in this Section 7.1(c) is coupled with an interest and is being granted, in part, as an inducement to the Company and Parent to enter into this Agreement and will be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Equityholder and will be binding on any successor thereto.

(d) In the event that the authorized Equityholder Representative hereunder shall resign, become unable to fulfill its responsibilities pursuant to this Agreement, or otherwise fail to act on behalf of the Equityholders for any reason, the Equityholders whose Allocable Shares immediately prior to the Effective Time constituted no less than fifty-one percent (51%) of the aggregate Allocable Shares of all Equityholders shall promptly appoint a new Equityholder Representative and notify Parent of the identity of and contact information for such successor.

(e) The Equityholder Representative will incur no liability in connection with its services pursuant to this Agreement and any related agreements except to the extent resulting from its gross negligence or willful misconduct. The Equityholder Representative shall not be liable for any action or omission pursuant to the advice of counsel. The Equityholders shall indemnify the Equityholder Representative against any reasonable, documented, and out-of-pocket losses, liabilities and expenses ("**Representative Losses**") arising out of or in connection with this Agreement and any related agreements, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been caused by the gross negligence or willful misconduct of the Equityholder Representative, the Equityholder Representative will reimburse the Equityholders the amount of such indemnified Representative Loss to the extent attributable to such gross negligence or willful misconduct. Representative Losses may be recovered by the Equityholder Representative from (i) the funds in the Equityholder Representative Expense Fund and (ii) any other funds that become payable to the Equityholders under this Agreement at such time as such amounts would otherwise be distributable to the Equityholders; provided, that while the Equityholder Representative may be paid from the aforementioned sources of funds, this does not relieve the Equityholders from their obligation to promptly pay such Representative Losses as they are suffered or incurred. In no event will the Equityholder Representative be required to advance its own funds on behalf of the Equityholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Equityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Equityholder Representative hereunder. The foregoing indemnities will survive the Closing, the resignation or removal of the Equityholder Representative or the termination of this Agreement.

(f) At Closing, Parent will deposit $250,000, as a fund for any payments or distribution to any Person (as determined in the reasonable discretion of the Equityholder Representative) (the "**Equityholder Representative Expense Fund**," each, a "**Payment**" and collectively, the "**Payments**") with the Equityholder Representative, which will be used for any expenses incurred by the Equityholder Representative. The Equityholders will not receive any interest or earnings on the Equityholder Representative Expense Fund and irrevocably transfer and assign to the Equityholder Representative any ownership right that they may otherwise have had in any such interest or earnings. The Equityholder Representative will hold these funds separate from its corporate funds and will not voluntarily make these funds available to its creditors in the event of bankruptcy. As soon as practicable following the completion of the Equityholder Representative's responsibilities, the Equityholder Representative will deliver any remaining balance of the Equityholder Representative Expense Fund to the Paying Agent for further distribution to the Equityholders. For tax purposes, the Equityholder Representative Expense Fund will be treated as having been received and voluntarily set aside by the Equityholders at the time of Closing.

Article VIIIA

CONDITIONS TO CLOSING

1.1 Conditions to Obligations of Each Party to Effect the Merger. The obligations of each party to effect the Merger are subject to the satisfaction or written waiver by such party, in whole or in part (to the extent such conditions can be waived), on or prior to the Closing Date of the following conditions:

(a) Stockholder Approval. The Stockholder Written Consent shall be in full force and effect and shall not have been withdrawn, rescinded or otherwise revoked.

(b) No Order. No Order preventing the consummation of the Merger or any of the other transactions contemplated by this Agreement shall be in effect.

1.2 Conditions to Obligation of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are subject to the satisfaction (or written waiver by Parent, in whole or in part, to the extent such conditions can be waived) of the following conditions:

(a) Representations and Warranties of the Company. (i) The Company Fundamental Representations shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be so true and correct on the date so specified) except for *de minimis* inaccuracies, and (ii) the other representations and warranties of the Company set forth in Article III of this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be so true and correct on the date so specified), except in each case for any failure of such representations and warranties to be true and correct that individually or in the aggregate has not had a Material Adverse Effect that is continuing.

(b) Representations and Warranties of the Equityholders. The representations and warranties of the Equityholders set forth in Article IIIA of this Agreement shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be so true and correct on the date so specified) except for *de minimis* inaccuracies.

(c) Covenants and Agreements. The Company shall have performed or complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing.

(d) Material Adverse Effect. There has not been any Material Adverse Effect that is continuing.

(e) Financing. Thryv Holdings, Inc., a Delaware corporation, shall have received at least $70,000,000 from the sale of its common stock (the "**Parent Financing Transaction**") subsequent to the date hereof.

(f) Closing Deliveries. All documents, instruments, certificates or other items required to be delivered at the Closing by the Company and any other Persons (other than Parent or Merger Sub) pursuant to Section 2.8(a) of this Agreement shall have been delivered.

1.3 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is subject to the satisfaction or written waiver by the Company (in whole or in part, to the extent such conditions can be waived) of the following conditions:

(a) Representations and Warranties of Parent and Merger Sub. The representations and warranties of Parent and Merger Sub set forth in Article IV of this Agreement shall be true and correct as of the Closing Date as though made on and as of the Closing Date (other than any representation or warranty that expressly relates to a specific date, which representation and warranty shall be so true and correct on the date so specified), except where the failure of such representations and warranties to be so true and correct would not prevent or materially impair or delay Parent's or Merger Sub's ability to consummate the Merger or the other transactions contemplated by this Agreement.

(b) Covenants and Agreements. Parent and Merger Sub shall have performed or complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with at or prior to the Closing.

(c) Closing Deliveries. All documents, instruments, certificates or other items required to be delivered at the Closing by Parent pursuant to Section 2.8(b) of this Agreement shall have been delivered.

1.4 Frustration of Closing Conditions. No party may rely, either as a basis for not effecting the Merger or as a basis for terminating this Agreement and abandoning the Merger, on the failure of any condition set forth in this Article VIII to be satisfied, if such failure was caused by such party's breach in any material respect of any provision of this Agreement or failure in any material respect to use the standard of efforts required from such party to effect the Merger and the other transactions contemplated hereby.

Article IXA

Article XA TERMINATION

1.1 Termination.

(a) This Agreement may be terminated and the Merger and the other transactions contemplated by this Agreement abandoned at any time prior to the Closing:

(i) by mutual written consent of Parent and the Company;

(ii) by either Parent or the Company, if the Closing does not occur at or before 5:00 p.m. (New York Time) on November 8, 2024 (the "**Outside Date**"); provided, that the right to terminate pursuant to this Section 9.1(a)(ii) shall not be available to either Parent or the Company if such party is then in breach of this Agreement such that any of the conditions to Closing set forth in Article VIII would not then be satisfied;

(iii) by Parent, if any representation or warranty of the Company in Article III shall have become inaccurate or the Company shall have breached or failed to perform any of its covenants or other agreements set forth in this Agreement, which inaccuracy, breach or failure to perform would give rise to the failure of any of the conditions set forth in Sections 8.1 or 8.2, and which inaccuracy, breach or failure to perform (A) cannot be cured by the Company, or, if capable of being

cured, shall not have been cured (1) within 5 days of written notice thereof being given to the Company or (2) any shorter period of time that remains between the date of delivery of such written notice and the Outside Date and (B) has not been waived by Parent; provided, however, that Parent shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iii) if Parent is then in breach of this Agreement such that any of the conditions to Closing set forth in Section 8.3 would not then be satisfied;

(iv) by the Company, if any representation or warranty of Parent or Merger Sub set forth in Article IV shall have become inaccurate or Parent or Merger Sub shall have breached or failed to perform any of their covenants or other agreements set forth in this Agreement, which inaccuracy, breach or failure to perform would give rise to the failure of any of the conditions set forth in Sections 8.1 or 8.3, and which inaccuracy, breach or failure to perform (A) cannot be cured by Parent or Merger Sub, or, if capable of being cured, shall not have been cured (1) within 5 days of written notice thereof being given to Parent or (2) any shorter period of time that remains between the date of delivery of such written notice and the Outside Date and (B) has not been waived by the Company; provided, however, that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iv) if the Company is then in breach of this Agreement such that any of the conditions to Closing set forth in Sections 8.2(a) or 8.2(b) would not then be satisfied; or

(v) by either Parent or the Company if a Governmental Entity shall have issued an Order or taken any other Action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger or the other transactions contemplated by this Agreement, which Order or other Action is final and non-appealable (or for which the period to appeal has expired).

(b) The party seeking to terminate this Agreement pursuant to Sections 9.1(a)(ii)-(v) shall give written notice of such termination to the other party hereto.

1.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1, this Agreement shall immediately become null and void and there shall be no further liability or obligation on the part of Parent, Merger Sub, the Company, the Equityholders or their respective officers, managers, directors, stockholders, members or Affiliates hereunder or in respect hereof; provided, however, that the provisions of Section 6.2(a), this Section 9.2, and Article X shall remain in full force and effect and survive any termination of this Agreement; and provided, further, that nothing herein will relieve any party from Liability for any intentional breach of this Agreement prior to such termination.

Article XIA
GENERAL PROVISIONS

1.1 Survival.

(a) Other than as expressly set forth in Section 10.2 and any covenant or agreement that, by its express terms, is to be performed in whole or in part after the Closing, the representations, warranties covenants and agreements of the Company, the Equityholders, Parent and/or Merger Sub made in this Agreement or in any certificate delivered in connection herewith shall not survive beyond the Closing, and thereafter there will be no liability on the part of, nor will any claim be made by, any Party or any of their respective Affiliates in respect thereof. Any covenant or agreement to be performed after the Closing shall survive the Closing and continue until performed in full (unless a shorter period is expressly prescribed with respect to such covenant or agreement).

(b) Parent, for itself and on behalf of its Affiliates and its and their respective Representatives including, after the Closing, the Company (collectively, the "**Parent Related Parties**"), acknowledges and agrees that, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action it may have against any of the Equityholders relating to the subject matter of this Agreement or any certificate delivered in connection herewith, or as a result of any of the transactions contemplated hereby, whether arising under, or based upon, any federal, state, local or foreign statute, law (including common law), ordinance, rule or regulation or otherwise (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages or any other recourse or remedy, including as may arise under common law) are

hereby irrevocably waived, other than with respect to (i) the rights of Parent (A) to injunctive, provisional and equitable relief, including Parent's right to pursue specific performance hereunder in accordance with Section 10.17, (B) with respect to any Adjustment Amount subject to and in accordance with Section 2.6, (C) to enforce this Agreement and each of the other Transaction Documents in accordance with their respective terms, subject to the limitations set forth herein and therein, and (D) to recover from the Retention Escrow Account in accordance with Section 10.2, and (ii) claims for Fraud.

(c) Parent acknowledges and agrees that the Parent Related Parties may not avoid the limitation on liability described in Section 10.1(a) by (i) seeking damages for breach of contract, tort or pursuant to any other theory of liability, all of which are hereby waived, except as otherwise provided in Section 10.1(a) or (ii) asserting or threatening any claim against any Person that is not a party hereto (or a successor to a party hereto) for breaches of the representations, warranties, covenants or agreements contained in this Agreement.

(d) Nothing in this Section 10.1 will limit any claim by any Party hereto for Fraud.

1.2 Recovery under R&W Policy; Retention Escrow Distribution.

(a) Other than in the case of Fraud, the sole source of recovery of Parent for any monetary Losses resulting from (i) any inaccuracy or breach of any representation or warranty in this Agreement or in any certificate delivered in connection herewith or (ii) Company Pre-Closing Taxes (to the extent not taken into account in determining adjustments to the Merger Consideration pursuant to Section 2.6) shall be the R&W Policy; *provided*, that in the case of Fraud, to the extent that the limit of liability under the R&W Policy has not been exhausted, Parent shall first use commercially reasonable efforts to seek recovery under the R&W Policy before seeking recovery directly from the applicable Equityholders with respect to Losses resulting from such Fraud. With respect to any claims made under the R&W Policy, the Retention Amount (if applicable) shall be satisfied on a 50/50 basis by Parent and by release of funds from the Retention Escrow Account to Parent, such that $.50 of every $1.00 of the Retention Amount will be satisfied by release of funds from the Retention Escrow Account to Parent and the other $.50 will be paid by Parent. Notwithstanding the foregoing, this Section 10.2 shall not (A) limit the Parties' remedies with respect to claims for Fraud (except for the obligation to use commercially reasonable efforts to first recover against the R&W Policy as stated above and except as set forth in the last sentence of this Section 10.2(a)), or (B) limit the rights of the Parties to injunctive or equitable relief or specific performance in accordance with this Agreement as expressly specified herein or as may be available with respect to any other Transaction Document. Each Equityholder acknowledges and agrees that it shall be responsible, on a several and not joint basis, for any Losses against, relating to, imposed upon, suffered by, or incurred by a Parent Indemnitee, directly or indirectly, (y) on a pro rata basis (based on such Equityholder's Allocable Share) as a result of, arising from or relating to any Fraud by the Company, and (z) as a result of, arising from or relating to any Fraud by such Equityholder; *provided*, that, notwithstanding anything to the contrary, no Equityholder shall be responsible for any Losses in excess of the portion of the Merger Consideration actually received by such Equityholder (net of any payments made by such Equityholder pursuant to this Agreement, including pursuant to Section 2.6).

(b) On the 18-month anniversary of the Closing Date (the "**Retention Escrow Release Date**"), Parent and the Equityholder Representative shall jointly instruct the Escrow Agent to release all funds in the Retention Escrow Account (to the extent any amount remains after taking into account any amounts previously disbursed to Parent in accordance with Section 10.2(a) and the terms of the Escrow Agreement) to the Paying Agent for the benefit of the Former Holders in accordance with the Escrow Agreement, except that the Escrow Agent shall retain an amount (up to the total amount then remaining in the Retention Escrow Account) equal to the amount of any claims asserted by Parent prior to the Retention Escrow Release Date (i) that are not yet resolved or (ii) that are resolved but with respect to which the Losses have not been paid to the applicable Parent Indemnitee ("**Unresolved Claims**"). The portion of the Retention Escrow Amount retained for Unresolved Claims shall be released by the Escrow Agent to the Paying Agent for the benefit of the Former Holders (to the extent not utilized to pay any Parent Indemnitee for any Unresolved Claims resolved in favor of such Parent Indemnitee) upon their resolution in accordance with the terms of the Escrow Agreement. For the avoidance of doubt, after all funds remaining in the Retention Escrow Account are released to the Paying Agent for the benefit of the Former Holders in accordance with this Section 10.2(b), Parent shall be solely responsible for paying any

remaining portion of the Retention Amount before recovering from the R&W Policy, except in the case of Fraud.

(c) Except in the case of (i) the determination and payment of the Adjustment Amount (which shall be governed by Section 2.6), (ii) actions for specific performance pursuant to Section 10.17, and (iii) Fraud, the recoveries provided in this Section 10.2 shall constitute the sole and exclusive recourse and remedy of the Parent Indemnitees from and after the Closing for recovery of Losses or other monetary losses against the Company or the Former Holders in connection with this Agreement, resulting from or relating to any breaches of the representations and warranties set forth in this Agreement; provided that, for the avoidance of doubt, no Equityholder shall be responsible for any Losses of a Parent Indemnitee based upon or relating to another Equityholder's breach of a covenant set forth in this Agreement.

1.3 Reasonable Efforts; Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, deeds, bills of sale, assignment or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect or confirm or record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger. Subject to the terms and conditions of this Agreement, each party to this Agreement after the Effective Time shall act in good faith and use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, required under Applicable Laws in order to give effect to the transactions contemplated herein as expeditiously as reasonably practicable.

1.4 Amendment and Modification. At any time prior to the Closing, this Agreement may be amended or modified only in a writing signed by Parent, on the one hand, and the Company and the Equityholder Representative, on the other hand. After the Closing, this Agreement may be amended or modified only in a writing signed by Parent, on the one hand, and the Equityholder Representative, on the other hand.

1.5 Waiver of Compliance. Any failure of Parent or Merger Sub, on the one hand, or the Company (prior to Closing) or the Equityholder Representative (after the Closing), on the other hand, to comply with any obligation, covenant or agreement contained herein may be waived only if set forth in an instrument in writing signed by the party or parties to be bound by such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant or agreement shall not operate as a waiver of, or estoppel with respect to, any other failure.

1.6 Severability. If any term or other provision of this Agreement is invalid, illegal, incapable of being enforced or prohibited by any Applicable Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Governmental Entity making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

1.7 Expenses and Obligations. Except as otherwise provided in this Agreement, each party to this Agreement will bear all fees and expenses incurred by such party in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein, including financial advisors', attorneys', accountants' and other professional fees and expenses.

1.8 Parties in Interest. This Agreement will inure solely to the benefit of each party hereto and their successors and assigns, and, except as set forth in Section 10.20, nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

1.9 **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested), (c) on the date sent by e-mail (including an e-mail of a PDF document) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.9):

If to Parent or the Surviving Corporation, to:

Thryv, Inc.
2200 W Airfield Drive
Dallas, Texas 75261
Attn: Cameron Lessard
E-mail: Cameron.Lessard@thryv.com

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

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Attn: Garrett DeVries and Eric Williams
E-mail: gdevries@akingump.com
williamse@akingump.com

If to the Company prior to Closing, to:

Infusion Software, Inc.
1260 S Spectrum Blvd
Chandler, Arizona 85286
Attn: Clate Mask and Ryan Ferguson
E-mail: clatem@keap.com
ryan.ferguson@keap.com

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

Snell & Wilmer L.L.P.
One East Washington Street
Suite 2700
Phoenix, Arizona 85004
Attn: Jeffrey A. Scudder, P.C. and Daniel McEvers Mahoney, P.C.
E-mail: jscudder@swlaw.com
dmahoney@swlaw.com

If to the Equityholder Representative, to:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, CO 80202

Attention: Managing Director
Email: deals@srsacquiom.com

1.10 **Counterparts**. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

1.11 **Time**. Time is of the essence in each and every provision of this Agreement.

1.12 **Entire Agreement**. This Agreement (which term shall be deemed to include the exhibits and schedules hereto and the other certificates, documents and instruments delivered hereunder), the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement of the parties hereto and supersede all prior agreements, letters of intent, term sheets and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, the other Transaction Documents and the Confidentiality Agreement.

1.13 **Public Announcements**. Except for filings or statements made or press releases issued (a) pursuant to the Securities Act or the Exchange Act; (b) pursuant to any listing agreement with any national securities exchange or the NASDAQ Stock Market; (c) in connection with the Parent Financing Transaction or (d) as otherwise required by law, neither the Company nor the Equityholders will, and will cause AXOM not to, issue any press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated herein without the express prior written approval of Parent.

1.14 **Binding Effect; Assignment**. This Agreement and each other Transaction Document shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without such prior written consent shall be null and void *ab initio*; *provided*, *however*, that Parent may assign this Agreement and any or all rights or obligations hereunder to any Affiliate of Parent now in, or hereinafter to come into, existence (provided that such assignment shall not relieve Parent of its obligations hereunder). Upon any such permitted assignment, the references in this Agreement to Parent shall also apply to any such assignee unless the context otherwise requires.

1.15 **Governing Law; Consent to Jurisdiction**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any choice of laws principles. Each Party irrevocably agrees that any legal action or proceeding arising out of, or relating to, this Agreement brought by any other Party or its successors or assigns shall be brought and determined exclusively in the Chancery Court of the State of Delaware (together with the appellate courts thereof, the "**Chosen Courts**"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of, or relating to, this Agreement and the transactions contemplated hereby. Each Party agrees not to commence any action, suit or proceeding relating thereto except in the Chosen Courts, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court. Each Party further agrees that notice as provided herein shall constitute sufficient service of process, and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the Chosen Courts for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such Chosen Courts or from any legal process commenced in such Chosen Courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such Chosen Courts is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

1.16 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT 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 LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.16.

1.17 Specific Performance. Notwithstanding anything in this Agreement to the contrary, the Parties agree that a breach of this Agreement would cause irreparable damage to the other Parties, for which such Parties will not have an adequate remedy at law. Therefore, the obligations of the Company, Parent and Merger Sub under this Agreement, including the obligation to consummate the Merger, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

1.18 Disclaimer of Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IIIA OF THIS AGREEMENT OR IN THE LETTER OF TRANSMITTAL, NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES NOR THE EQUITYHOLDERS NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES IS MAKING (AND PARENT AND MERGER SUB ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR ANY ITS AFFILIATES NOR THE EQUITYHOLDERS NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES IS MAKING) ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO THE COMPANY, ANY OF THE ASSETS, RIGHTS OR PROPERTIES OF THE COMPANY, OR ANY EQUITY INTERESTS OF THE COMPANY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IIIA OF THIS AGREEMENT OR IN THE LETTER OF TRANSMITTAL, PARENT AND MERGER SUB SPECIFICALLY DISCLAIM THAT THEY ARE RELYING UPON OR HAVE RELIED UPON ANY OTHER REPRESENTATIONS OR WARRANTIES THAT MAY HAVE BEEN MADE BY THE COMPANY, THE EQUITYHOLDERS, OR ANY OTHER PERSON. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE III AND ARTICLE IIIA OF THIS AGREEMENT OR IN THE LETTER OF TRANSMITTAL, THE COMPANY AND EACH OF THE EQUITYHOLDERS (IN EACH CASE, ON BEHALF OF ITSELF AND ITS RESPECTIVE AFFILIATES) HEREBY DISCLAIMS (AND PARENT AND MERGER SUB ACKNOWLEDGE AND AGREE TO SUCH DISCLAIMER OF) ANY OTHER REPRESENTATION OR WARRANTY AND ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING, IN ANY "DATA ROOMS" (VIRTUAL OR OTHERWISE), MANAGEMENT PRESENTATION OR CONFIDENTIAL INFORMATION MEMORANDUM OR OTHERWISE) TO PARENT AND/OR MERGER SUB OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PARENT AND/OR MERGER SUB BY ANY REPRESENTATIVE OF THE COMPANY, ANY OF THE EQUITYHOLDERS OR ANY OF THEIR RESPECTIVE AFFILIATES). NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT TO THE CONTRARY, NONE OF THE COMPANY OR ANY OF THE EQUITYHOLDERS MAKES ANY REPRESENTATIONS OR WARRANTIES TO PARENT AND/OR MERGER SUB REGARDING ANY PROJECTIONS OR THE FUTURE OR PROBABLE PROFITABILITY, SUCCESS, BUSINESS, OPPORTUNITIES, RELATIONSHIPS AND OPERATIONS OF THE COMPANY, AND PARENT AND MERGER SUB (ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE

AFFILIATES AND THE REPRESENTATIVES OF THE FOREGOING PARTIES) ACKNOWLEDGE AND AGREE TO THE FOREGOING.

1.19 Provision Regarding Legal Representation.

(a) If the Equityholder Representative so desires, and without the need for any consent or waiver by Parent or the Surviving Corporation, Snell & Wilmer L.L.P. ("**S&W**") shall be permitted to represent the Equityholder Representative (on behalf of the Stockholders) after the Closing in connection with any matter, including anything related to this Agreement, the transactions contemplated by this Agreement, any other agreements referenced herein or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, S&W shall be permitted to represent the Equityholder Representative in connection with any negotiation, transaction or dispute (including any litigation, arbitration or other adversary proceeding) with Parent or the Surviving Corporation under or relating to this Agreement, any transaction contemplated by this Agreement, and any related matter, such as claims or disputes arising under other agreements entered into in connection with this Agreement. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with S&W, unless and to the extent S&W is specifically engaged in writing by the Surviving Corporation to represent it after the Closing and either (i) such engagement involves no conflict of interest with respect to the Stockholders or (ii) the Equityholder Representative (acting on behalf of the Stockholder) consents in writing at the time to such engagement.

(b) Parent further agrees that, as to all communications (i) between and among S&W, on the one hand, and any one or more of the Stockholders (including their Affiliates), the Company and/or any directors, officers, employees or agents of the Company, on the other hand, regardless of the timing of such communications (other than any post-Closing communications with the Company and/or any directors, officers, employees or agents of the Company in their capacities as such) or the subject matter involved, and specifically including all attorney work product that relates to this Agreement, the Transaction Documents and/or the transactions contemplated hereby and thereby, and (ii) between and among any one or more of the Stockholders (including their Affiliates), AXOM, any other third party advisor engaged by the Stockholders and/or (prior to the Closing) the Company in connection with this Agreement and the transactions contemplated hereby, and/or their respective directors, officers, employees or agents in their capacities as such, to the extent that such communications relate in whole or in part to this Agreement, the Transaction Documents, and/or the transactions contemplated hereby and thereby, the attorney-client privilege, the expectation of client confidence, all attorney work product protections and all similar protections belong to the Stockholders, in each case to the extent such privilege or protection applies under Applicable Law, and may be controlled by the Equityholder Representative and shall not pass to or be claimed by Parent or the Surviving Corporation.

1.20 No Recourse. Except in the case of Fraud, this Agreement may only be enforced against, and any claim, action, suit, or other legal action or proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present, or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney, or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns (collectively, the "Non-Party Affiliates"), shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit, or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby, except in the case of Fraud. This Section 10.20 is intended for the benefit of, and shall be enforceable by, each of the Non-Party Affiliates. Notwithstanding the foregoing, this Section 10.20 shall not apply to Article VII, which shall be binding upon, and enforceable by the Equityholder Representative against, the Equityholders in its entirety.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed, all as of the date first written above.

COMPANY:
INFUSION SOFTWARE, INC. d/b/a Keap

By:	/s/ Clate W. Mask
Name:	Clate W. Mask
Title:	CEO

PARENT:
THRYV, INC.

By:	/s/ Paul D. Rouse
Name:	Paul D. Rouse
Title:	Chief Financial Officer, Executive Vice President and Treasurer

MERGER SUB:
THRYV MERGER SUB, INC.

By:	/s/ Paul D. Rouse
Name:	Paul D. Rouse
Title:	President

[*Signature Page to Agreement and Plan of Merger*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be signed as of the date first written above.

EQUITYHOLDER REPRESENTATIVE:
SHAREHOLDER REPRESENTATIVE SERVICES LLC

By: /s/ Sam Riffe

Name: Sam Riffe

Title: Managing Director

[*Signature Page to Agreement and Plan of Merger*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be signed as of the date first written above.

EQUITYHOLDERS:
David A. Feinleib Trust Dated October 9, 2008

By:	/s/ David Feinleib
Name:	David Feinleib
Title:	Trustee

EQUITYHOLDERS:

BROAD STREET PRINCIPAL INVESTMENTS, L.L.C.

By: /s/ Joseph P. DiSabato

Name: Joseph P. DiSabato

Title: Vice President

EQUITYHOLDERS:
BRIDGE STREET 2012 HOLDINGS, L.P.

By: /s/ Joseph P. DiSabato

Name: Joseph P. DiSabato

Title: Vice President

EQUITYHOLDERS:
MBD 2011 HOLDINGS, L.P.

By: /s/ Joseph P. DiSabato

Name: Joseph P. DiSabato

Title: Vice President

EQUITYHOLDERS:
SIGNAL PEAK SILVERSTONE, L.P.

By: /s/ Scott Petty

Name: Scott Petty

Title: Managing Director

EQUITYHOLDERS:
SIGNAL PEAK VENTURES II, L.P.

By: /s/ Scott Petty

Name: Scott Petty

Title: Managing Director

EQUITYHOLDERS:
Arthur Ventures I, LP
By: /s/ James B. Burgum
Name: James B. Burgum
Title: General Partner

EQUITYHOLDERS:
BAIN CAPITAL VENTURE FUND 2012, L.P.

By: Bain Capital Venture Partners 2012, L.P.
Its: General Partner

By: Bain Capital Venture Investors, LLC
Its: General Partner

By: /s/ Paul Zurlo

Name: Paul Zurlo

Title: Partner

EQUITYHOLDERS:
BCIP VENTURE ASSOCIATES

By: Bain Capital Investors, LLC
Its: Managing Partner

By: Bain Capital Venture Investors, LLC
Its: Attorney-in-Fact

By: /s/ Paul Zurlo

Name: Paul Zurlo

Title: Partner

EQUITYHOLDERS:
BCIP VENTURE ASSOCIATES-B

By: Bain Capital Investors, LLC
Its: Managing Partner

By: Bain Capital Venture Investors, LLC
Its: Attorney-in-Fact

By: /s/ Paul Zurlo

Name: Paul Zurlo

Title: Partner

EQUITYHOLDERS:
Marshfield Advisers, LLC

By: /s/ Jeffrey G. Porter

Name: Jeffrey G. Porter

Title: Investment Manager

EXHIBIT A

DEFINITIONS

"**2018 Convertible Notes**" has the meaning set forth in Section 3.2(b).

"**2020 Convertible Notes**" has the meaning set forth in Section 3.2(b).

"**280G Approval**" has the meaning set forth in Section 6.10.

"**Accounting Principles**" means (a) the accounting principles, policies, procedures and categorizations set forth on Exhibit L; (b) to the extent not inconsistent with (a) or GAAP, the accounting principles, policies, practices and methods used in the preparation of Company's Financial Statements as of December 31, 2023; or (c) if not otherwise addressed in (a) and (b), GAAP.

"**Actual Knowledge of the Company**" means, with respect to the Company, the actual knowledge of Ryan Ferguson, Clate Mask, and Tera Garcia.

"**Adjustment Amount**" means the Final Merger Consideration minus the Estimated Merger Consideration.

"**Adjustment Escrow Amount**" means an amount equal to $1,000,000.

"**Affiliate**" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition and this Agreement, the term "control" (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person.

"**Affiliate Contract**" has the meaning set forth in Section 3.20.

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

"**Allocable Share**" means, with respect to each Former Holder, the "Allocable Share" set forth on the Payment Schedule; provided that, notwithstanding anything to the contrary, the Parties acknowledge and agree that none of the Convertible Notes are converting (or being deemed converted) into Conversion Shares (as defined in the Convertible Notes) in connection with or as a result of the transactions contemplated hereby, and no proceeds received by any Person pursuant to the Convertible Notes shall be considered for purposes of calculating such Person's Allocable Share (if any) or included in the amount of Merger Consideration received by such Person (if any).

"**Anti-Bribery Laws**" means, collectively, the FCPA, UK Bribery Act and any other Applicable Law and regulations relating to bribery or corruption (in each case to the extent applicable to the Company).

"**Anti-Money Laundering Laws**" means, collectively, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT ACT ((Pub. L. No. 107-56), and the Bank Secrecy Act (31 U.S.C. §§5311-5332)), the U.K. Anti-Terrorism, Crime and Security Act 2001, The U.K. Money Laundering Regulations 2003, The U.K. Money Laundering Regulations 2007, The U.K. Proceeds of Crime Act 2002, and any other Applicable Laws and regulations related to terrorist financing or money laundering (in each case to the extent applicable to the Company).

"**Applicable Law**" means all domestic or foreign, federal state or local statutes, laws (including common laws), constitutions, treaties, directives, rules, regulations, resolutions, codes, ordinances, requirements, judgments, orders, administrative interpretations, decrees, injunctions, and writs of any Governmental Entity.

"**Acquisition Proposal**" has the meaning set forth in Section 6.4.

"**AXOM**" has the meaning set forth in Section 3.14.

"**Book-Entry Share**" means any uncertificated share held in book-entry form on the records of the Company, which immediately prior to the Effective Time represents an outstanding share of Company Common Stock or Company Preferred Stock.

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

"**Business Day**" means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in Dallas, Texas or New York, New York are authorized or required to be closed.

"**Business Intellectual Property**" has the meaning set forth in Section 3.10(c).

"**Cash**" means the aggregate cash and cash equivalents (to the extent convertible to cash within thirty (30) days) of the Company (a) including all checks, drafts, and wires received by the Company but not yet cleared, (b) net of any outstanding checks, drafts, or wires, and (c) excluding any Restricted Cash.

"**Certificate of Merger**" has the meaning set forth in Section 2.2(b).

"**Change in Control Employee Agreement**" means the Change in Control Employee Agreements set forth in Section 3.16 of the Disclosure Schedule.

"**Change of Control Payment Recipient**" has the meaning set forth in Section 2.7(b).

"**Change of Control Payments**" means all severance payments, transaction bonuses, discretionary bonuses, change-of-control payments, stay bonuses, retention bonuses and other compensatory payments (including the employer portion of any Taxes) that become due and payable solely as a result of the Closing under a Contract entered into by or on behalf of the Company prior to the Closing, including, any such payments due and payable under any Change in Control Employee Agreement or the Liquidity Event Bonus Plan Agreements, including the employer portion of any related Taxes. For the avoidance of doubt, "Change of Control Payments" shall not include any severance or other obligations payable as a result of Parent electing to terminate any Company employee at or after the Effective Time.

"**Chosen Courts**" has the meaning set forth in Section 10.15.

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

"**Closing Company Cash**" means the Cash outstanding of the Company at 11:59 p.m. (New York time) on the date immediately preceding the Closing Date. For the avoidance of doubt, Closing Company Cash shall be adjusted (positive or negative) for any payments made between 11:59 pm (New York time) on the date immediately preceding the Closing Date and the Closing which are not included as

a current asset or captured as a deduction to the Merger Consideration through a liability, as applicable, in the calculation of Closing Net Working Capital, Closing Indebtedness, or Closing Company Transaction Expenses.

"**Closing Company Transaction Expenses**" means the Company Transaction Costs to the extent not paid as of immediately prior to the Closing.

"**Closing Date**" means the date on which the Closing occurs.

"**Closing Date Balance Sheet**" has the meaning set forth in Section 5.2.

"**Closing Indebtedness**" means the aggregate Indebtedness of the Company outstanding at 11:59 p.m. (New York time) on the date immediately preceding the Closing Date. For the avoidance of doubt, any Indebtedness incurred through the Closing shall be deemed incurred as of 11:59 p.m. (New York Time) on the date immediately preceding the Closing Date.

"**Closing Net Working Capital**" means the Net Working Capital of the Company at 11:59 p.m. (New York time) on the date immediately preceding the Closing Date.

"**Closing Payment**" means (a) the Estimated Merger Consideration minus (b) the Adjustment Escrow Amount minus (c) the Retention Escrow Amount minus (d) the Equityholder Representative Expense Fund.

"**Closing Payoff Statement**" means a statement that sets forth, by payee, the aggregate amount of, and wire transfer instructions for, (a) the Paid Indebtedness and (b) the Estimated Closing Company Transaction Expenses.

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

"**COBRA**" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state Applicable Law.

"**Code**" means the United States Internal Revenue Code of 1986, as amended. All references to the Code, U.S. Treasury regulations or other governmental pronouncements shall be deemed to include references to any applicable successor regulations or amending pronouncement.

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

"**Company Charter Documents**" has the meaning set forth in Section 3.1(b).

"**Company Common Stock**" means the Non-Voting Common Stock together with the Voting Common Stock.

"**Company Confidential Information**" has the meaning set forth in Section 6.6(a).

"**Company Customers**" has the meaning set forth in Section 3.23.

"**Company Fundamental Representations**" means the representation and warranties of the Company set forth in Sections 3.1, 3.2, 3.3, 3.14 and 3.24.

"**Company Pre-Closing Taxes**" means, without duplication, the unpaid amount of (a) any Taxes of the Company relating or attributable to any Pre-Closing Tax Period (determined, in the case of a Straddle Period, in accordance with Section 6.5(b)), (b) any Taxes of any member of an affiliated, consolidated, combined, unitary or similar group of which the Company (or any of its predecessors) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local or non-U.S. law or regulation and (c) any income Taxes of any Person (other than the Company) imposed on the Company as a transferee or successor, by written contract, pursuant to any law or otherwise, which Taxes relate to an event or transaction occurring on or before the Closing Date; provided, that Company Pre-Closing Taxes shall not be less than $0 in the aggregate or be computed by a reference to a negative amount in respect of any jurisdiction or any particular Tax Return. The amount of Company Pre-Closing Taxes shall be determined based on the Company's historical practices and procedures (including any elections, methods of accounting and other filing positions).

"**Company Income Taxes Payable**" means, without duplication, the unpaid amount of any income and franchise Taxes of the Company relating or attributable to any Pre-Closing Tax Period (determined, in the case of a Straddle Period, in accordance with Section 6.5(b)) that are not due and payable as of the Closing under applicable Tax Law with respect to each jurisdiction in which the Company has historically filed Tax Returns; provided, that (i) Company Income Taxes Payable shall be determined net of any income Tax refunds with respect to which the Company has filed a claim (whether to be received in cash or applied towards future Taxes) before the Closing Date that are set forth on Section 3.8 of the Disclosure Schedule which Tax refunds have not been received as of the Closing Date; (ii) Company Income Taxes Payable shall not be less than $0 in the aggregate; and (iii) the amount of Company Income Taxes Payable shall be determined based on the Company's historical practices and procedures (including any elections, methods of accounting and other filing positions).

"**Company Other Taxes Payable**" means, without duplication, the unpaid amount of any Taxes other than Company Income Taxes Payable, of the Company relating or attributable to any Pre-Closing Tax Period (determined, in the case of a Straddle Period, in accordance with Section 6.5(b)) that are not due and payable as of the Closing under applicable Tax Law with respect to each jurisdiction in which the Company has historically filed Tax Returns; provided, that (i) Company Other Taxes Payable shall be determined net of Tax refunds, for which the Company has filed a claim (whether to be received in cash or applied towards future Taxes) before the Closing Date that are set forth on Section 3.8 of the Disclosure Schedule and which Tax refunds have not been received as of the Closing Date; (ii) Company Other Taxes Payable shall not be less than $0 in the aggregate; and (iii) the amount of Company Other Taxes Payable shall be determined based on the Company's historical practices and procedures (including any elections, methods of accounting and other filing positions).

"**Company Preferred Stock**" has the meaning set forth in Section 2.4(d).

"**Company Products**" means all product and service offerings and all Software (a) in which any rights, including any rights in any Intellectual Property (*e.g.*, source codes) included or embodied in such product or Software, is owned, or purported to be owned, individually or jointly with others, by the Company and (b) distributed, marketed, sold and/or offered for sale by the Company, including such products and Software that are in development as of the date of this Agreement.

"**Company Registered IP**" has the meaning set forth in Section 3.10(a).

"**Company Supplier**" has the meaning set forth in Section 3.23.

"**Company Transaction Costs**" means, without duplication, (a) any fees, costs and expenses incurred by the Company at or prior to the Closing or subject to reimbursement by the Company, whether accrued for or not, in each case in connection with the consummation of the transactions contemplated by this Agreement, including: (i) all fees, commissions, costs and expenses of any brokers, finders, counsel, advisors, financial advisors, accountants, consultants, attorneys, service providers or other professionals (including AXOM), (ii) all other costs or expenses of obtaining the Required Consents, (iii) all costs of obtaining the D&O Tail Policy and Run-Off Policy, (iv) 50% of the R&W Policy Costs, and (v) the Change of Control Payments, and (b) all payments required and Losses incurred in connection with or related to Dissenting Shares, including the aggregate amount of Merger Consideration reasonably expected to be owed to the holders of Dissenting Shares, plus all costs, fees and expenses reasonably expected to be incurred by Parent and its Affiliates (including the Company) with respect to the exercise of appraisal rights by the holders of Dissenting Shares.

"**Confidentiality Agreement**" means the confidentiality letter agreement dated as of April 10, 2024, by and between the Company and Parent.

"**Consents**" means all consents, approvals, orders or authorizations of, or registration, qualification, designation, declaration or filing with, any Governmental Entity, and all consents, waivers and approvals of third Persons.

"**Continuing Employees**" has the meaning set forth in Section 6.11.

"**Contract**" means any written, oral or other agreement, contract, subcontract, settlement agreement, lease, binding understanding, instrument, note, option, warranty, purchase order, guaranty, indenture, license, sublicense, insurance policy, benefit plan sales or purchase order or legally binding commitment or undertaking of any nature to which the reference Person is a party or by which such Person, or any of its properties or assets, is bound or affected.

"**Convertible Notes**" has the meaning set forth in Section 3.2(b).

"**D&O Tail Policy**" has the meaning set forth in Section 6.7(a).

"**Data Protection Laws**" means all Applicable Laws pertaining to data protection, data privacy, data security, data breach notification, and cross-border data transfer.

"**Deal Team Members**" means the Knowledge Parties, Jacob Miller, Kristi Bonfiglio, and Ammon Curtis.

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

"**Disclosure Schedule**" means the schedule delivered by the Company and each of the Equityholders to Parent and Merger Sub concurrently with the execution and delivery of this Agreement, setting forth certain disclosure information to the Company's representations and warranties contained in Article III and the Equityholder's representations and warranties contained in Article IIIA (which Disclosure Schedule shall be arranged according to specific sections in this Article III and shall provide exceptions to, or otherwise qualify in reasonable detail, only the corresponding section in Article III or Article IIIA and any other section hereof where it is clear, upon a reading of such disclosure without any independent knowledge on the part of the reader regarding the matter disclosed, that the disclosure is intended to apply to such other section).

"**Dissenting Shares**" has the meaning set forth in Section 2.10.

"**Effective Time**" has the meaning set forth in Section 2.2(b).

"**Employee Benefit Plan**" means (a) each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), (b) each plan, program, policy, agreement or arrangement that would be an "employee benefit plan" (within the meaning of Section 3(3) of ERISA), if it were subject to ERISA, (c) each stock purchase, stock option, compensatory warrant, restricted stock, stock bonus, stock ownership, stock appreciation rights, phantom equity, profits interests or other equity or equity-based plan or agreement, (d) each compensation, bonus, commission, incentive or deferred compensation plan, agreement, arrangement, program, policy or practice, (e) each employment or consulting agreement, offer letter or severance, retention, change of control, termination, employee loan, advance or other compensation plan, agreement, arrangement, program, policy, or practice (f) each health or welfare plan, agreement, arrangement, program, policy or practice, and (g) each other personnel policy, vacation policy, or other employee fringe benefit or perquisite arrangement whether or not subject to ERISA, in the cases of clauses (a) through (g), (i) under which any current or former director, officer, manager, employee, contractor or consultant of the Company has any present or future right to benefits or is eligible to participate, (ii) entered into, maintained, sponsored or contributed to by the Company, or (iii) with respect to which the Company has any liability (whether direct, indirect, contingent, current, prospective or otherwise) and whether such arrangement is oral or in writing.

"**Environmental Law**" means any Applicable Law relating or pertaining to the public health and safety (including workplace health and safety), pollution, or the protection of the environment or natural resources or otherwise relating to the presence, production, generation, use, handling, collection, treatment, storage, transportation, importing, labeling, testing, recovery, recycling, removal, discharge, disposal, cleanup or control of Hazardous Materials, or the health and safety of persons (including employees) or property relating to exposure to Hazardous Materials, including, (a) the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*, as amended; (b) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended; (c) the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended; (d) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as amended; (f) the Emergency Planning and Community Right To Know Act, 42 U.S.C. § 11001 *et seq.*, as amended; (g) the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, as amended; and (h) analogous laws and regulations implemented in any other country in which the Company conducts business.

"**Equity Incentive Plan**" means the Company's 2017 Equity Incentive Plan, as amended to date and currently in effect.

"**Equity Interests**" means (a) any partnership interests, (b) any membership interests or units, (c) any shares of capital stock, (d) any other interest or participation right that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity, (e) any subscriptions, calls, warrants, options, or commitments of any kind or character relating to, or entitling any Person or entity to purchase or otherwise acquire membership interests or units, capital stock, or any other equity securities, (f) any securities convertible into or exercisable or exchangeable for partnership interests, membership interests or units, capital stock, or any other equity securities, or (g) any other interest classified pursuant to Applicable Law as an equity security of a Person.

"**Equityholder**" means each holder of shares of Series D Preferred Stock or Series D-a Preferred Stock as of immediately prior to the Effective Time.

"**Equityholder Representative**" has the meaning set forth in the Recitals, and any successor representative appointed in accordance herewith.

"**Equityholder Representative Expense Fund**" has the meaning set forth in Section 7.1(e).

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

"**ERISA Affiliate**" means with respect to any Person, trade or business, or entity, any other Person, trade or business, or entity, that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA that includes or included the first Person, trade or business, or entity that is, or was at the relevant time, a member of the same "controlled group" as the first Person, trade or business, or entity pursuant to Section 4001(a)(14) of ERISA.

"**Escrow Agent**" means JPMorgan Chase Bank, N.A.

"**Escrow Agreement**" means that certain Escrow Agreement, dated the Closing Date, by and among Parent, the Escrow Agent and the Equityholder Representative, in the form attached hereto as Exhibit J.

"**Estimated Closing Company Cash**" has the meaning set forth in Section 2.6(a).

"**Estimated Closing Company Transaction Expenses**" has the meaning set forth in Section 2.6(a).

"**Estimated Closing Indebtedness**" has the meaning set forth in Section 2.6(a).

"**Estimated Merger Consideration**" has the meaning set forth in Section 2.6(a).

"**Estimated Net Working Capital**" has the meaning set forth in Section 2.6(a).

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

"**Export and Import Laws**" means (a) the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations administered by the U.S. Department of State, and any other Applicable Laws and regulations related to export controls; (b) import controls and customs laws and regulations administered by U.S. Customs and Border Protection and any other Applicable Laws and regulations related to import controls and customs; and (c) U.S. anti-boycott laws and regulations administered by the U.S. Department of Commerce and U.S. Department of the Treasury.

"**Factory Acquisition Earnout**" means the Company's obligations with respect to the earn-out as defined and set forth in the Factory Purchase Agreement.

"**Factory Purchase Agreement**" means that certain Asset Purchase Agreement, dated February 28, 2023, between the Company and Box Out Marketing, Inc., as amended by that Amendment #1, dated July 1, 2013, and as further amended by that Amendment #2, dated February 28, 2023.

"**FCPA**" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"**Final Closing Company Cash**" has the meaning set forth in Section 2.6(g).

"**Final Closing Indebtedness**" has the meaning set forth in Section 2.6(g).

"**Final Company Transaction Expenses**" has the meaning set forth in Section 2.6(g).

"**Final Merger Consideration**" has the meaning set forth in Section 2.6(g).

"**Final Net Working Capital**" has the meaning set forth in Section 2.6(g).

"**Financial Statements**" has the meaning set forth in Section 3.5(a).

"**FLSA**" has the meaning set forth in Section 3.15(d).

"**Former Holders**" means the Equityholders as of immediately prior to the Effective Time.

"**Fraud**" means actual and intentional fraud (for the avoidance of doubt, excluding reckless indifference) under applicable Delaware Law in making any representation or warranty contained in this Agreement (as qualified by the Disclosure Schedule), a Letter of Transmittal or the certificate delivered pursuant to Section 2.8(a)(xv) hereof; provided that, for the avoidance of doubt, actual and intentional fraud of a Party will only be deemed to exist if (a) with respect to the Company, any of the Deal Team Members had actual knowledge or belief (as opposed to imputed or constructive knowledge) that such representation or warranty (as qualified by the Disclosure Schedule) was breached, and (b) with respect to any Equityholder, such Equityholder had actual knowledge or belief (as opposed to imputed or constructive knowledge) that such representation or and warranty (as qualified by the Disclosure Schedule, if applicable) was breached.

"**GAAP**" means generally accepted accounting principles in the United States, as in effect from time to time.

"**Generative AI Materials**" means any and all content, data, and information created, developed, or modified for the purposes of using, or used in connection with, any generative artificial intelligence tools, algorithms, or related-services ("**GenAI Tool**") to organize, summarize, or generate content, data, or information that is intended for, considered by, or used in connection with any services, business activity and/or work product, including (a) all strategies, policies, and use cases for any GenAI Tool; (b) all queries, prompts, instructions, data, or other inputs and methodologies used with or provided to any GenAI Tool and (c) all outputs generated by any GenAI Tool, including statements, images, content, and reports.

"**Goldman**" has the meaning set forth in Section 6.6(b).

"**Governmental Entity**" has the meaning set forth in Section 3.4(c).

"**Hazardous Material**" means (a) any material, substance or waste which is regulated by, or for which liability or standards of conduct may be imposed under, any Environmental Law, including any hazardous material, hazardous substance, hazardous waste, solid waste, toxic waste, toxic substance, pollutant, contaminant, or hazardous air pollutant (as any of such terms may be defined under, or for the purpose of, any Environmental Law); and (b) asbestos or asbestos-containing materials, radon, toxic mold, radioactive materials, per- or polyfluoroalkyl substances, polychlorinated biphenyls, petroleum or any fraction thereof, petroleum products, natural gas, and natural gas liquids.

"**Indebtedness**" means, without duplication, (a) the principal, accreted value, accrued or unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) the Convertible Notes; (c) all obligations of such Person issued or assumed as the deferred or unpaid purchase price of property, business, securities or services (including the maximum amount for earn-outs, seller notes, post-closing true-up obligations or similar contingent payment arrangements), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business, to the extent included as a current liability in Net Working Capital); (d) all obligations of such Person under leases that have been recorded as capital or finance leases in the Financial Statements or in accordance with GAAP (other than the Real Property Leases and leases classified as operating leases in the Financial Statements); (e) all obligations of such Person for the reimbursement of any obligor on any letter of credit, performance bonds, surety bonds, banker's acceptance or similar credit transaction; (f) all obligations of such Person under interest rate or currency swap transactions, collars, caps, forward contracts and similar hedging obligations (valued at the termination value thereof); (g) Company Income Taxes Payable; (h) declared and unpaid distributions or amounts owed to Equityholders or their Affiliates; (i) the cost to service the annual component of deferred revenue in the agreed amount of $600,000; (j) the unpaid amount of the Factory Acquisition Earnout for Year 1; (k) all obligations of the type referred to in clauses (a) through (j) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (l) all outstanding obligations of the type referred to in clauses (a) through (j) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person). Notwithstanding anything to the contrary in the foregoing, "Indebtedness" shall not include (w) any unpaid amount relating to the Factory Acquisition Earnout for Year 2, (x) all costs to decommission the applicable buildings pursuant to the Real Property Leases, (y) any amounts included as Closing Company Transaction Expense, or (z) any liability to the extent included as a current liability in the calculation of Net Working Capital (including Company Other Taxes Payable).

"**Independent Accounting Firm**" has the meaning set forth in Section 2.6(e).

"**Intellectual Property**" means all rights, interest, and title in and to all intellectual and industrial property, including without limitation: (a) inventions, whether or not patentable, whether or not reduced to practice or whether or not yet made the subject of a pending patent application or applications, (b) ideas and conceptions of potentially patentable subject matter, including, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, (c) issued patents, patent applications (including divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues thereof), patent disclosures ("**Patents**"), (d) trademarks, service marks, trade dress, trade names, corporate names, d/b/a names, logos and slogans, and Internet domain names and social media handles, together with all goodwill associated with each of the foregoing, (e) copyrights and copyrightable works (both published and unpublished) including all works of authorship, (f) Software and Generative AI Materials, (g) trade secrets and confidential, technical or business information (including ideas, formulas, compositions, designs, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice) ("**Trade Secrets**"), (h) whether or not confidential, technology (including know-how and show-how), business processes and techniques, methodologies, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and

cost information, business and marketing plans and customer and supplier lists and information, (i) copies and tangible embodiments of all the foregoing, in whatever form or medium, (j) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (k) all rights under any license agreements and any licenses, registered user agreements, technology or materials, transfer agreements, and other agreements or instruments with respect to items above; (l) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the Intellectual Property rights hereinabove set out, (m) Internet domain names, (n) any moral rights and the like associated therewith, and (o) all issuances, registrations and applications for any of the foregoing.

"**Investors' Rights Agreement**" means that certain Third Amended and Restated Investors' Rights Agreement, dated September 30, 2014, by and among the Company and the other parties thereto.

"**IT Systems**" means the information technology systems and infrastructure used, owned, leased or licensed by or for the Business of the Company, including Software, firmware, hardware, networks, databases, interfaces, platforms and related systems.

"**Key Employee**" means any Company executive and their respective direct reports.

"**Knowledge**" means, with respect to the Company, the actual knowledge of Ryan Ferguson, Clate Mask, and Tera Garcia (each a "**Knowledge Party**"), and the knowledge each such individual would reasonably be expected to have after due inquiry.

"**Leased Real Property**" has the meaning set forth in Section 3.9(c).

"**Legal Proceeding**" has the meaning set forth in Section 3.7.

"**Letter of Transmittal**" means a letter of transmittal, joinder and release in the form attached hereto as Exhibit M.

"**Liability**" means any debt, loss, damage, fine, penalty, liability, Tax or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, conditional or unconditional, or due or to become due, joint or several, and whether in contract, tort, strict liability or otherwise, and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation), regardless of whether such debt, loss, damage, adverse claim, fine, penalty, liability, Tax or obligation would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such debt, loss, damage, adverse claim, fine, penalty, liability or obligation is immediately due and payable.

"**Lien Instrument**" has the meaning set forth in Section 3.9(b).

"**Liens**" means liens, pledges, voting agreements, voting trusts, proxy agreements, judgments, pledges, charges, escrows, leases, subleases, licenses, preemptive rights, community property interests, collateral assignments, hypothecations, infringements, warrants, security interests, mortgages, deeds of trust, indentures, and other possessory interests, conditional sale or other title retention agreements, assessments, easements, rights-of-way, covenants, restrictions, transfer restrictions, rights of first refusal or offer, encroachments, and other burdens, options or encumbrances of any kind, other than transfer restrictions arising under (a) federal or state securities laws, (b) the Company's Charter Documents, or (c) the Third Amended and Restated Right of First Refusal and Co-Sale Agreement, dated September 30,

2014, by and among the Company, the holders of Company Preferred Stock, and certain other Stockholders.

"**Limited License**" has the meaning set forth in Section 3.10(i).

"**Limited License Software**" has the meaning set forth in Section 3.10(i).

"**Liquidity Bonus Recipients**" means those Persons set forth on Section A of the Disclosure Schedule.

"**Liquidity Event Bonus Plan Agreements**" means the Contracts entered into between the Company and the Liquidity Bonus Recipients pursuant to the Amended and Restated Infusion Software Liquidity Event Bonus Plan, adopted September 18, 2024.

"**Losses**" means any and all losses, Liabilities, obligations, deficiencies, claims, allegations, demands, injuries, damages, Taxes, interest, fines, charges, penalties, suits, actions, causes of action, assessments, awards, settlements, judgments, charges, fees, costs and expenses of any nature, including costs of investigation and defense and reasonable attorneys' and other professionals' fees.

"**Lower NWC Target**" means negative $850,000.

"**Material Adverse Effect**" means any result, occurrence, fact, change, event, effect or violation, inaccuracy, circumstance (whether or not constituting a breach of a representation, warranty or covenant set forth in this Agreement) that, individually or in the aggregate, (a) would have or would reasonably be expected to have a material adverse effect on the business, prospects, operations, assets, liabilities, capitalization, financial performance, or condition in each case, of the Business or the Company, taken as a whole, (b) would reasonably be expected to prevent or materially impair or delay the ability of the Company or the Equityholders to consummate the transactions contemplated by this Agreement, or (c) would reasonably be expected to be materially adverse to the ability to operate the Company's Business immediately after the Closing, in each case other than any circumstance, occurrence, fact, change, event or effect arising from or relating to (i) general economic or political conditions in the United States (including any potential or actual government shutdown); (ii) conditions generally affecting the industries in which the Company operates in general; (iii) any changes in financial or securities markets in general, including any disruption thereof and changes in interest rates, currency exchange rates or commodities prices; (iv) act of war (whether or not declared), armed hostilities or terrorism (including cyberterrorism), or the escalation or worsening thereof; (v) any natural or man-made disaster or acts of God (including any pandemic); (vi) any changes in Applicable Laws or accounting rules (including GAAP); (viii) any failure of the Company to meet any internal or external projections, forecasts or revenue predictions; (ix) the announcement or pendency of the transactions contemplated by this Agreement or the identity of or any characteristic of or fact related to Parent (including any loss of employees, customers, suppliers, vendors, licensors, licensees or distributors); (x) the taking of, or omission of, any action as required by this Agreement; or (xi) items disclosed in the Disclosure Schedule, in each case described in (i) – (xi), to the extent that the Company is not disproportionately adversely affected by such circumstance, occurrence, fact, change or event compared to other businesses operating in similar industries.

"**Material Contract**" has the meaning set forth in Section 3.18(a).

"**Merger**" has the meaning set forth in Section 2.1.

"**Merger Consideration**" means an amount equal to (a) $80,000,000 minus (b) the amount of the Closing Indebtedness plus (c) the amount of the Closing Company Cash plus, (d) if the Closing Net Working Capital is greater than the Upper NWC Target, the amount by which Closing Net Working Capital exceeds the Net Working Capital Target, minus, (e) if the Closing Net Working Capital is less than the Lower NWC Target, an amount by which the Net Working Capital Target exceeds Closing Net Working Capital, minus (f) the Closing Company Transaction Expenses.

"**Merger Sub**" has the meaning set forth in the Preamble.

"**Merger Sub Charter Documents**" has the meaning set forth in Section 4.1(b).

"**Most Recent Financial Statements**" has the meaning set forth in Section 3.5(a).

"**Multiemployer Plan**" has the meaning set forth in Section 3(37) or Section 4001(a)(3) of ERISA.

"**Net Working Capital**" means: (a) the current assets of the Company minus (b) the current liabilities of the Company, in each case determined in accordance with the Accounting Principles. For the avoidance of doubt, (i) Net Working Capital shall exclude any items of Indebtedness, right-of-use assets and liabilities with respect to operating leases, assets or contra liabilities with respect to Indebtedness, such as unamortized debt issuance costs, deferred revenue, Tax assets (except as set forth in the definition of Company Other Taxes Payable), Cash and Company Transaction Costs, and (ii) Net Working Capital shall exclude all Tax liabilities other than Company Other Taxes Payable. An illustrative calculation of Net Working Capital, calculated as if the Closing took place on June 30, 2024, is set forth as Exhibit K.

"**Net Working Capital Target**" means negative $600,000.

"**Non-Party Affiliates**" has the meaning set forth in Section 10.20.

"**Non-Voting Common Stock**" means the non-voting common stock, par value $0.001 per share, of the Company.

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

"**OFAC**" means the U.S. Department of Treasury's Office of Foreign Assets Control.

"**Option**" means each option granted by the Company to purchase Company Common Stock granted under the Equity Incentive Plan, whether vested or unvested.

"**Order**" means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by, or settlement under the jurisdiction of, any Governmental Entity.

"**Ordinary Course of Business**" means the ordinary course of business of the Company, consistent with past practice.

"**Owned Intellectual Property**" means all Intellectual Property owned or purportedly owned by the Company.

"**Paid Indebtedness**" means all Company Indebtedness for borrowed money (including the Convertible Notes) and any other Company Indebtedness secured by a Lien on the Company's assets.

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

"**Parent Indemnitee**" means Parent, Merger Sub and the Surviving Corporation and their respective Affiliates and each of their respective equityholders, limited partners, general partners, successors and permitted assigns.

"**Parent Related Parties**" has the meaning set forth in Section 10.1(a).

"**Partnership Contract**" has the meaning set forth in Section 3.18(a)(xviii).

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

"**Paying Agent**" means JPMorgan Chase Bank, N.A.

"**Paying Agent Agreement**" means the Paying Agent Agreement to be entered into on the Closing Date among the Paying Agent, Parent and the Equityholder Representative, in a form reasonably acceptable to Parent, the Equityholder Representative and the Paying Agent.

"**Payment**" has the meaning set forth in Section 7.1(e).

"**Payment Schedule**" has the meaning set forth in Section 2.6(a) and is attached hereto as Exhibit H.

"**Payoff Letter**" means a payoff letter from the applicable lender or holder of Paid Indebtedness, evidencing the aggregate amount of such Paid Indebtedness outstanding as of the Closing Date (including any interest accrued thereon and any prepayment or similar penalties and expenses associated with the prepayment of such Indebtedness on the Closing Date) and a customary statement that, if such aggregate amount is paid to such lender on the Closing Date, such indebtedness will be repaid in full and that all Liens securing such Paid Indebtedness concurrently therewith will be released.

"**Permits**" has the meaning set forth in Section 3.12(b).

"**Permitted Encumbrances**" means (a) statutory liens for current Taxes, assessments or other governmental charges (i) not yet due and payable or (ii) the validity of which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) mechanics', carriers', workers', repairers' and similar liens arising or incurred in the Ordinary Course of Business that relate to amounts not yet due and payable and that are not material to the business, operations and financial condition of the property so encumbered and that do not result from a breach, default or violation by the Company with respect to any Contract, legal requirement or applicable Real Property Lease, (c) the rights of the lessors of any real or personal property leased to the Company (but excluding any such rights arising from a currently outstanding default under the applicable lease), (d) charges, restrictions and encumbrances that do not detract from the value of or interfere with the present use of any property subject thereto or affected thereby, and (e) Liens in respect of Paid Indebtedness.

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

"**Personal Data**" means any individually identifiable information (or information that, in combination with other information, could reasonably allow the identification of an individual, household

or device, or could reasonably be linked, directly or indirectly, to an individual, household or device) and any other individually identifiable information that is protected under any applicable Data Protection Law, or which the Company is required to safeguard under any of its contractual obligations.

"**Personal Property**" means all of the machinery, equipment, equipment structures, fixtures, hardware, systems, infrastructure, computer programs, computer software, tools, motor vehicles, furniture, furnishings, leasehold improvements, office equipment, inventory, supplies, plant, spare parts, and other tangible or intangible personal property which are owned or leased by the Company and which are used or held for use in its business or operations.

"**Post-Closing Statement**" has the meaning set forth in Section 2.6(b).

"**PPACA**" has the meaning set forth in Section 3.16(g).

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

"**Privacy and Security Obligations**" means, to the extent relating to the Processing of Personal Data, data privacy, data security, access to or the security of the IT Systems, and data breach or security incident notifications: (a) all applicable Data Protection Laws; (b) the Company's internal and public-facing privacy policies and other written representations regarding privacy or security measures and practices; and (c) Contracts to which the Company is a party.

"**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**R&W Insurer**" means the insurance carrier under the R&W Policy.

"**R&W Policy**" means that certain Representations and Warranties Insurance Policy issued by Sands Point Risk Agency, LLC to Parent bound as of the date hereof.

"**R&W Policy Costs**" means the premium, underwriting fee, brokerage fees, legal fees (if any) for counsel engaged by the underwriter, surplus lines tax and any other costs and expenses associated with obtaining the R&W Policy.

"**RBC**" has the meaning set forth in Section 4.4.

"**Real Property Leases**" has the meaning set forth in Section 3.9(d).

"**Receivables**" has the meaning set forth in Section 3.11.

"**Release Agreement**" has the meaning set forth in Section 2.7(b), in the form attached hereto as Exhibit G.

"**Released Claims**" has the meaning set forth in Section 5.3.

"**Releasee**" and "**Releasees**" have the meanings set forth in Section 5.3.

"**Releasors**" has the meaning set forth in Section 5.3.

"**Remedies Exceptions**" has the meaning set forth in Section 3.3(b).

"**Representatives**" means, with respect to any Person, such Person's or its Subsidiaries' officers, directors, executive level employees, consultants, agents, financial advisors, investment bankers, attorneys, accountants and other representatives.

"**Required Consents**" has the meaning set forth in Section 2.8(a)(viii).

"**Requisite Stockholder Approval**" has the meaning set forth in the Recitals.

"**Resignations**" has the meaning set forth in Section 5.1.

"**Resolved Matters**" has the meaning set forth in Section 2.6(d).

"**Restricted Cash**" means Cash which is not freely usable by the Company after the Effective Time because it is subject to restrictions, limitations or taxes on use or distribution by law, contract or otherwise, including without limitation, restrictions on dividends and repatriations, cash held as collateral or any other form of restriction, excluding for the avoidance of doubt any restrictions on use or distribution pursuant to any Contract relating to Closing Indebtedness.

"**Retention Amount**" means the amount of the retention under the R&W Policy.

"**Retention Escrow Account**" means the escrow account established pursuant to the Escrow Agreement in respect of the Retention Escrow Amount.

"**Retention Escrow Amount**" means an amount equal to $200,000.

"**Retention Escrow Release Date**" has the meaning set forth in Section 10.2(b).

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

"**RSU**" means Restricted Stock Unit, as defined in the Equity Incentive Plan.

"**Run-Off Policy**" has the meaning set forth in Section 6.7(b).

"**S&W**" has the meaning set forth in Section 10.19(a).

"**Sanctioned Person**" means any Person that is (a) the target of Sanctions, including any person listed on the Specially Designated Nationals and Blocked Persons List or Sectoral Sanctions Identifications List maintained by OFAC or any other Sanctions-related list maintained by a Sanctions authority; (b) organized, located, resident, or otherwise doing business in a Sanctioned Territory; (c) any Person owned or controlled by any Person(s) described in clause(s) (a) and/or (b); or (d) any Person acting on behalf of any Person described in clause(s) (a), (b) and/or (c).

"**Sanctioned Territory**" means any country or territory that is itself the subject of comprehensive Sanctions (including Crimea, Cuba, Iran, North Korea, Syria, and those portions of the Donetsk People's Republic, Luhansk People's Republic, Kherson and Zaporizhzhia regions (and such other regions) of Ukraine over which any Sanctions authority imposes comprehensive Sanctions), or any country or

territory whose government is the subject of Sanctions (including Venezuela) or that is otherwise the subject of broad Sanctions restrictions (including Afghanistan, Russia and Belarus).

"**Sanctions**" means economic, financial or trade sanctions administered by the United States (including OFAC, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the European Union, or the United Kingdom (including His Majesty's Treasury).

"**Securities Act**" has the meaning set forth in Section 3.2(d).

"**Security Incident**" means any actual unauthorized or unlawful access, acquisition, exfiltration, manipulation, erasure, loss, use, or disclosure that compromises the confidentiality, integrity, availability or security of Sensitive Data or the IT Systems, or that triggers any reporting requirement under any breach notification law or contractual provision, including any ransomware or denial of service attacks that prevent or materially degrade access to Sensitive Data or the IT Systems.

"**Sensitive Data**" means all Personal Data, Company Confidential Information, proprietary information, Intellectual Property and any other information protected by Applicable Law or Contract that is collected, maintained, stored, transmitted, used, disclosed or otherwise processed by or for the Business.

"**Series A Preferred Stock**" means the Series A Preferred Stock, par value $0.001 per share, of the Company.

"**Series B Preferred Stock**" means the Series B Preferred Stock, par value $0.001 per share, of the Company.

"**Series B-1 Preferred Stock**" means the Series B-1 Preferred Stock, par value $0.001 per share, of the Company.

"**Series C-1 Preferred Stock**" means the Series C-1 Preferred Stock, par value $0.001 per share, of the Company.

"**Series C-1a Preferred Stock**" means the Series C-1a Preferred Stock, par value $0.001 per share, of the Company.

"**Series C-2 Preferred Stock**" means the Series C-2 Preferred Stock, par value $0.001 per share, of the Company.

"**Series C-2a Preferred Stock**" means the Series C-2a Preferred Stock, par value $0.001 per share, of the Company.

"**Series C-3 Preferred Stock**" means the Series C-3 Preferred Stock, par value $0.001 per share, of the Company.

"**Series D Preferred Stock**" means the Series D Preferred Stock, par value $0.001 per share, of the Company.

"**Series D-a Preferred Stock**" means the Series D-a Preferred Stock, par value $0.001 per share, of the Company.

"**Signal Peak**" has the meaning set forth in Section 6.6(b).

"**Software**" means any and all (a) computer programs and applications, architectures, libraries, codes, firmware and middleware, including any and all software implementations of algorithms, analytics, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) all programmer and user documentation, including user manuals and training materials, relating to any of the foregoing and (e) any of the foregoing used or included in software or application for wireless mobile communication devices.

"**Stockholder**" means each holder of one or more shares of Company Common Stock or Company Preferred Stock as of immediately prior to the Effective Time.

"**Stockholder Written Consent**" has the meaning set forth in the Recitals.

"**Straddle Period**" means any Tax period beginning on or before and ending after the Closing Date. Notwithstanding anything to the contrary herein, any franchise Tax shall be allocated to the period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another period is obtained by the payment of such franchise Tax.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, joint venture or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries), owns, directly or indirectly, more than 50% of the capital stock or other equity interests the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

"**Surviving Corporation Common Stock**" has the meaning set forth in Section 2.4(a).

"**Tax**" or "**Taxes**" means (a) any taxes, assessments, fees and other governmental charges in the nature of a tax imposed by any Governmental Entity, including income, profits, gross receipts, net proceeds, alternative or add on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), escheat, environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, social contributions, fuel, excess profits, occupational, premium, windfall profit, severance, estimated, or other charge in the nature of or in lieu of a tax, including any interest, penalty, or addition thereto, whether disputed or not; (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any liability for the payment of any amounts of the type described in clause (a) or (b) as a result of the operation of law (including by successor or transferee liability) or any express or implied obligation to indemnify any other Person.

"**Tax Proceeding**" has the meaning set forth in Section 6.5(c).

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

"**Taxing Authority**" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any Governmental Entity that imposes, or is charged with collecting, social security or similar charges or premiums.

"**Third Party License**" has the meaning set forth in Section 3.10(b).

"**Trade Secrets**" has the meaning set forth in the definition of "Intellectual Property."

"**Transaction Documents**" means, collectively, this Agreement, the Disclosure Schedule, the Stockholder Written Consent, the Certificate of Merger, each Release Agreement, each Resignation, the Escrow Agreement, the Paying Agent Agreement, each Letter of Transmittal (and all documents delivered pursuant thereto), each of the other Exhibits attached hereto, and each other certificate, agreement, document and instrument required to be executed in accordance herewith.

"**Transfer Taxes**" has the meaning set forth in Section 6.5(d).

"**Unresolved Claims**" has the meaning set forth in Section 10.2(b).

"**Unresolved Matters**" has the meaning set forth in Section 2.6(e).

"**Upper NWC Target**" means negative $350,000.

"**Voting Common Stock**" means the voting common stock, par value $0.001 per share, of the Company.

"**Waived 280G Benefits**" has the meaning set forth in Section 6.10.

"**Warrants**" has the meaning set forth in Section 3.2(b).

"**Year End Financial Statements**" has the meaning set forth in Section 3.5(a)(i).

EXHIBIT B

WRITTEN CONSENT OF COMPANY STOCKHOLDERS
(REQUISITE STOCKHOLDER APPROVAL)

EXHIBIT C

[RESERVED]

EXHIBIT D

FORM OF CERTIFICATE OF MERGER

EXHIBIT E

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

EXHIBIT F

AMENDED AND RESTATED BYLAWS OF SURVIVING CORPORATION

EXHIBIT G

RELEASE AGREEMENT

EXHIBIT H

PAYMENT SCHEDULE

EXHIBIT I

FORM OF RESIGNATIONS

EXHIBIT J

FORM OF ESCROW AGREEMENT

EXHIBIT K

EXAMPLE OF CLOSING NET WORKING CAPITAL CALCULATION

EXHIBIT L

ACCOUNTING PRINCIPLES

EXHIBIT M

FORM OF LETTER OF TRANSMITTAL

4892-0619-9513

EXHIBIT N

OFFER LETTER

EXHIBIT O

CONSULTING AGREEMENT

EXHIBIT P

PARTICIPATION AGREEMENT

Exhibit 10.8

2024 OVER PERFORMANCE PLAN ("OPP")
Top Team Employees

Effective January 1 – December 31, 2024

PURPOSE

The Over Performance Plan (the "Plan" or "OPP") is an incremental incentive plan designed to reward eligible Senior Leaders at the Director level and above ("Top Team") for over achievement of pre-established corporate performance measure(s) that are assigned a specific weight according to the Company's budgeted goals and objectives for the Plan year. This Plan, for eligible employees, covers the period from January 1, through December 31 of the Plan year.

This Plan supersedes any prior incremental incentive plan versions and cancels any document that provides information contrary to the information contained in this Plan version. The Company may terminate the Plan, amend or modify the Plan in any respect, at any time, and without notice, provided, however, that such termination, modification or amendment shall not adversely affect the rights of a participant to receive an award already fully earned under the Plan. In addition, incentive awards are not "earned" until the events described in the Administration section occur.

ELIGIBILITY

All regular full-time and part-time non-sales, non-bargained and non-commissioned **Director level and above** Top Team employees who are eligible under the current Short Term Incentive Plan ("STIP"), who are employed during the Plan year, and who commence employment with the Company on or before September 30 of the Plan year are potentially eligible to participate in the Plan. To be eligible to earn and receive payment of an incentive award, the participant must be:

1. Classified as a permanent employee and currently participating under the STIP;

2. Employed with the Company during some portion of the period for which the award is being measured, and begins work for the Company on or before September 30 of the Plan year; and

3. Actively working at the Director level or above, Top Team sr leader, through the payment date, or on Company-approved or job-protected leave for any periods not worked where the Company has a reasonable expectation that the employee will return to their position in the near future and is active on the date the incentive award is "earned," as defined in the Administration section. An individual is "actively working" if he or she is actually working and carrying out his or her duties at the Company, or he or she is on PTO or a paid Company holiday.

Incentive awards are not "earned" until the events described in the Administration section occur.

The following individuals are not eligible for a payment under OPP:

1. Employees who voluntarily terminate their employment or are involuntarily terminated for any reason are not eligible for the OPP payment. In addition, payment to employees who are under investigation for misconduct on the normal payout date may be delayed. If it is determined that misconduct occurred and termination occurs, the award is forfeited in accordance with applicable state law.
2. Contractors and interns.
3. Non-Top Team employees.
4. Employees who are not current participants under the current STIP.

Exhibit 10.8

OPP DESIGN

PLAN COVERAGE PERIOD

Awards under the Plan will be based upon the achievement of pre-established annual Corporate performance measure(s) and the employee's eligible annual base salary on December 31 of the Plan year will be used when proration(s) are not required.

OPP PERFORMANCE METRICS AND GOALS

The amount of any OPP payment will be based on the eligible employee's target OPP opportunity and exceeding the approved budgeted corporate performances metrics. Target opportunities, corporate performance metrics, weighting, and the pre-established performance goals, as determined by the Compensation Committee in its sole discretion, may be changed at any time. The Compensation Committee, upon consultation with the Chief Executive Officer, determine the funding level that will be available for awarding incentives. If it is determined that OPP awards will be granted, the Compensation Committee retains the sole discretion to set award levels and to adjust award levels and subsequent employee distributions.

INDIVIDUAL TARGET OPPORTUNITY

Eligible employees have an OPP target percentage opportunity equivalent to their STIP target, assigned based on the position's Job Level during the Plan year. OPP awards may be prorated to capture changes in Job Level Targets or for leave of absences. The eligible employee's annual base salary on December 31 of the Plan year will be used when proration(s) are not required.

The annual OPP targets by Job Level are as follows and mirrors eligible employees STIP target:

Table 1:

JOB LEVEL	OPP TARGET %
Chief Executive Officer (CEO)	100%
Executive Vice President (EVP)	60% - 70%
Vice President (VP)	40%
Assistant Vice President (AVP)	30%
Director (DIR)	25%

Additionally, the participant's total incentive payout (STI award + OPP award) may not exceed 2x the participant's STI award at target. As an example, using a Director with a base salary of $100,000:

- STI target = 25%
- STI target value = $25,000 ($100,000 x 25%)
- 2x STI target = $50,000 ($25,000 x 2)
- Assuming STI performance at 125%, payout = $31,250 ($25,000 x 125% performance)
- Assuming OPP performance at 105% payout = $26,250 ($25,000 x 105% performance)
- STI award of $31,250 + OPP award of $26,250 = $57,500
- Total combined incentive payment capped at $50,000

CORPORATE PERFORMANCE METRICS AND WEIGHTS

The Corporate performance metrics are Earnings before Interest, Taxes, Depreciations, and Amortization ("EBITDA"), Free Cash Flow ("FCF") and SaaS Revenue. The planned performance metrics will only reach threshold and begin to payout after the STIP metric achieves maximum performance. No incentive payment will be earned for performance below the minimum thresholds. The eligible employee's individual performance rating does not carry a weight in the OPP payment.

Table 2:

Metric	Weight	Threshold	Maximum
EBITDA	25%	$173.50 MM	See Funding Table 3
Free Cash Flow	35%	$60.00 MM	See Funding Table 3
SaaS Revenue	40%	$321.00 MM	See Funding Table 3

Self-funding Plan pays with funds in excess of $173.50MM in EBITDA weighted at 25%, 60.00MM in FCF weighted at 35% and $321.00MM SaaS Revenue weighted at 40%.

The table below illustrates the minimum threshold and incremental achievement levels of EBITDA, FCF and SaaS Revenue performance for the Plan year and the corresponding payout levels for OPP. Incentive awards are interpolated between achievement levels. Overall OPP performance payout is capped at 125% payout.

Table 3:

Exhibit 10.8

2024 Approved Budget Consolidated Results
OPP Bonus Scales

EBITDA 25%			Free Cash Flow 35%			SaaS Net Revenue 40%			
Scale	Bonus $	Bonus %	Scale	Bonus $	Bonus %	Scale	Bonus $	Bonus %	
$173.50			**$ 60.00**			**$321.00**			**Minimum**
$175.00	$ 0.15	**10%**	**$ 61.50**	$ 0.20	**10%**	**$322.50**	$ 0.15	**10%**	
$176.50	$ 0.30	**20%**	**$ 63.00**	$ 0.40	**20%**	**$324.00**	$ 0.30	**20%**	
$178.00	$ 0.45	**30%**	**$ 64.50**	$ 0.60	**30%**	**$325.50**	$ 0.45	**30%**	
$179.50	$ 0.60	**40%**	**$ 66.00**	$ 0.80	**40%**	**$327.00**	$ 0.60	**40%**	
$181.00	$ 0.75	**50%**	**$ 67.50**	$ 1.00	**50%**	**$328.50**	$ 0.75	**50%**	
$182.50	$ 0.90	**60%**	**$ 69.00**	$ 1.20	**60%**	**$330.00**	$ 0.90	**60%**	
$184.00	$ 1.05	**70%**	**$ 70.50**	$ 1.40	**70%**	**$331.50**	$ 1.05	**70%**	
$185.50	$ 1.20	**80%**	**$ 72.00**	$ 1.60	**80%**	**$333.00**	$ 1.20	**80%**	
$187.00	$ 1.35	**90%**	**$ 73.50**	$ 1.80	**90%**	**$334.50**	$ 1.35	**90%**	
$188.50	$ 1.50	**100%**	**$ 75.00**	$ 2.00	**100%**	**$336.00**	$ 1.50	**100%**	
$190.00	$ 1.65	**110%**	**$ 76.50**	$ 2.20	**110%**	**$337.50**	$ 1.65	**110%**	
$193.00	$ 1.95	**130%**	**$ 79.50**	$ 2.60	**130%**	**$340.50**	$ 1.95	**130%**	
$194.50	$ 2.10	**140%**	**$ 81.00**	$ 2.80	**140%**	**$342.00**	$ 2.10	**140%**	
$196.00	$ 2.25	**150%**	**$ 82.50**	$ 3.00	**150%**	**$343.50**	$ 2.25	**150%**	
$197.50	$ 2.40	**160%**	**$ 84.00**	$ 3.20	**160%**	**$345.00**	$ 2.40	**160%**	
$199.00	$ 2.55	**170%**	**$ 85.50**	$ 3.40	**170%**	**$346.50**	$ 2.55	**170%**	

Management Incremental Payout %	**EBITDA**	**10%**
	Free cash Flow	**13%**
	SaaS Revenues	**10%**

Additionally, the OPP excludes any impacts from acquisitions. Any financial benefits of debt refinancing and improvements in interest rates versus approved budget only accrue to bonus payments if EBITDA an FCF are met without the benefit of the change in interest rate.

PRORATION OF INCENTIVE

If an employee meets Plan eligibility requirements, the OPP award will be prorated for any periods during which the employee was not working and not on regular, company-approved paid time off. For example, the OPP award will be prorated to reflect any of the following:

1. Unpaid leave – includes FMLA leave or a Personal Leave of Absence.
2. Supplemented leave – includes Short Term Leave “STD”, Long Term Leave “LTD” or Workers Compensation.
3. Administrative leave as part of any Company investigation, discipline, or inquiry.
4. Administrative leave as part of any company investigation, discipline, or inquiry.
5. Hire date after January 1 of the Plan year.

6. A position change that results in a change in Job Level Target percent (%) during the Plan year.

In such situations as described above, the OPP award, if any, will be paid at the time that other OPP awards are scheduled to be paid in accordance to the Plan, unless otherwise specifically stated in this Plan. For employees on leave, OPP awards will be paid to the employee once they return to work, are active and no longer on leave.

EXAMPLE - OPP INCENTIVE AWARD CALCULATION *(For illustrative purposes only)*

Compensation Assumptions: January 1 – December 31:

- Base Salary = $100,000
- Target Bonus % = 25%
- Total Target Bonus = $25,000 (EBITDA = $6,250; FCF = $8,750 & SaaS Revenue = $10,000)
- Assumes no prorations

Company Performance Assumptions: January 1 – December 31:
- Company EBITDA achievement of $184.00 MM; 70% achievement.
- Company FCF achievement of $63.00 MM; 20% achievement.
- Company SaaS Revenue of $327.00 MM; 40% achievement.

The employee's OPP will therefore be as follows for each of the components:

Table 4:

	A	B	C	
OPP Component	**Bonus Target ($)**	**Metric Weighting**	**Metric Achievement**	**Award Payout (A*B*C)**
EBITDA	$25,000	25%	70%	$4,375
FCF	$25,000	35%	20%	$1,750
SaaS Revenue	$25,000	40%	40%	$4,000
			OPP Payout	**$10,125**

TIMING OF PAYMENTS

Assuming Plan requirements are satisfied, which include Compensation Committee review and approval, award payments will be targeted after the end of the Plan year; as soon as administratively possible following Committee approval to eligible employees actively working and on payroll at the time of payment.

CLAWBACK POLICY

All OPP awards shall be subject to the terms of the Thryv Holdings, Inc. Clawback Policy, effective November 29, 2023 (as may be amended from time to time, the "Clawback Policy").

DEFINITIONS

Exhibit 10.8

BASE SALARY EARNINGS

An eligible employee's base salary earnings paid during the Plan year as of December 31 or prorated for each eligible position(s) within the Plan year. Base salary earnings for this purpose do not include benefits, bonuses, overtime, or other awards.

BOARD

The Company's Board of Directors.

COMPENSATION COMMITTEE

The Compensation Committee of the Board of Directors of the Company.

COMPANY

Thryv Holdings, Inc. and Thryv, Inc. only. Financial metrics of EBITDA, FCF and SaaS Revenues are based on the consolidated company including international operations.

EBITDA
Total Company operating income, before interest, taxes, depreciation and amortization, each calculated in accordance with GAAP, adjusted to exclude the impact of stock compensation expense.

FREE CASH FLOW (FCF)
Operating cash generated by the company less outlays for capital expenditures.

SAAS REVENUE
SaaS revenue generated from the sale of Thryv Software, Thryv Leads and other associated add-ons or products.

INDIVIDUAL TARGET OPPORTUNITY

An eligible employee's OPP target percentage based on Job Level(s) which mirror employee's STIP target percentage.

PLAN PARTICIPATION EFFECTIVE DATES

The effective date for participants who become eligible for this Plan is on January 1 of the Plan year or after their eligibility date. The effective date for cessation of participation in this Plan for participants who move into a position not eligible for this Plan is the end of the pay period in which the move occurs. Non-sales employees at the Director level and above who are hired after January 1 of the Plan Coverage Period and who do not payments will be targeted for the spring following the end of Plan year rules based on hire date.

PLAN YEAR OR COVERAGE PERIOD
The Plan Year is the Company's fiscal year, January 1, through December 31 of the Plan year.

Exhibit 10.8

ADMINISTRATION

Approval/Objectives Guidelines

OPP Awards for Section 16 Officers are at the sole discretion of the Compensation Committee and the Board of Directors, awards to non-Section 16 employees are at the sole discretion of Sr Management. Awards may or may not be granted based upon Company, functional unit, departmental, and/or individual performance in the Plan year. If it is determined that OPP awards will be granted, the Compensation Committee and the Board of Directors retains the sole discretion to set award levels and to adjust award levels and subsequent employee distributions.

When OPP Awards are Earned

OPP Awards are not earned, are not due, and shall not be paid, unless and until the following conditions are met: (1) the Approval/Objective Guidelines are met, (2) the Compensation Committee approves Corporate performance and payment (3) all Plan eligibility requirements described of the Plan are met, (4) employee is employed and actively working (or on Company Approved or job protected leave) on the payment date, and (5) the payout date occurs.

OPP incentive awards, if any, will be via payroll. All legally required and applicable income and employment taxes and withholdings will be deducted from the gross incentive award paid to participants. Awards are not considered eligible compensation for the purposes of calculating 401(k) plan match and contributions, in addition to ESPP contributions or other employee benefits, such as life insurance calculation of medical contributions.

Interpretation
The Company shall have the full power and authority to interpret, construe, and administer this Plan, including the determination of the amount of each participant's award amount.

Disclaimer
THIS PLAN IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT OTHERWISE ALTER YOUR AT-WILL EMPLOYMENT STATUS AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS. Any payment under the Plan or this incentive award is discretionary and at the will of the Company. This Plan document and the award schedules set forth herein do not constitute an express or implied promise of continued employment for any period or at all, and will not interfere in any way with a participant's right to terminate or the Company's right to terminate a participant's employment at any time, with or without cause and with or without notice.

The Company may terminate the Plan, or amend or modify the Plan in any respect, at any time, and without notice. This Plan may be superseded by federal, state, and local laws to the extent applicable.

Exhibit 10.9

2024 SHORT TERM INCENTIVE PLAN ("STIP")
United States ("US") and Canada ("CA") Employees
Effective January 1 – December 31, 2024

PURPOSE

The Short Term Incentive Plan (the "Plan" or "STIP") is designed to reward eligible US and CA non-sales, non-bargained for employees for achievement of pre-established corporate performance measures and individual performance objectives that are assigned a specific weight according to their importance in the Company's business plan. This Plan, for eligible employees, covers the period from January 1, through December 31 of the Plan year.

This Plan supersedes any prior incentive plan version and cancels any document that provides information contrary to the information contained in this Plan version. The Company may terminate the Plan, amend or modify the Plan in any respect, at any time, and without notice. In addition, incentive awards are not "earned" until the events described in the Administration section occur.

ELIGIBILITY

Regular full-time and part-time employees who are employed during the Plan year, and who commence employment with the Company on or before September 30 of the Plan year, and who do not participate in another Incentive Plan Type currently in operation, are potentially eligible to participate in the Plan. To be eligible to earn and receive payment of any incentive award, the participant must be:

1. Classified as a permanent US or CA employee;
2. Employed with the Company during some portion of the period for which the award is being measured, and begins work for the Company on or before September 30 of the Plan year; and
3. Actively working through the payment date, or on Company-approved or job-protected leave for any periods not worked where the Company has a reasonable expectation that the employee will return to their position in the near future and is active on the date the award is "earned," as defined in the Administration section. An individual is "actively working" if they are actually working and carrying out their duties at the Company, or they are on PTO or a paid Company holiday.
4. Must be in a STIP eligible position for a minimum of 90 consecutive days to be eligible for a prorated award.

Incentive awards are not "earned" until the events described in the Administration section occur.

The following individuals are not eligible for a payment under STIP:

1. Employees who voluntarily terminate their employment or are involuntarily terminated for any reason are not eligible for the STIP payment. In addition, payment to employees who are under investigation for misconduct on the normal payout date may be delayed. If it is determined that misconduct occurred and termination occurs, the award is forfeited in accordance with applicable state law.
2. Contractors and interns.
3. Non-US, Non-CA employees.
4. Employees who are participating in any other Incentive Plan Type, including "Sales Incentive", "Performance Incentive" or "Government Incentive" plan types within the Company.
5. Employees who are in a STIP eligible position for less than 90 consecutive days.

STIP DESIGN

Performance metrics, weighting, and the pre-established performance goals are set by the Compensation Committee. Performance against pre-established performance goals, as determined by the Compensation Committee in its sole discretion, may be changed at any time. The Compensation Committee, upon consultation with the Chief Executive Officer, determine the funding level that will be available for awarding incentives. If it is determined that the STIP awards will be granted, the Compensation Committee retains the sole discretion to set award levels and to adjust award payouts and subsequent employee distribution.

Individual Target Bonus Opportunity

Each individual is assigned a target award opportunity based on the position's Job Level that is a percentage of the individual's base salary. The target percentage opportunity is determined based on the individual's position(s) during the Plan Coverage Period. STI awards may be prorated to capture changes in Joe Level Targets or for leave of absences. The employee's eligible annual base salary on December 31 of the Plan year will be used when proration(s) are not required.

The annual STIP targets by Job Level are as follows:

Table 1:

JOB LEVEL	STIP TARGET %
CEO	100%
Executive Vice President (EVP)	60-70%
Vice President (VP)	40%
Assistant Vice President (AVP)	30%
Director (DIR)	25%
Sr Manager (SRMGR), Manager (MGR), Sr Exempt Individual Contributor (SRIC)	15%
Supervisor (SUPV)	10%
Exempt Individual Contributor (IC)	8%
Non-Exempt Individual Contributor (NEIC)	5%

Performance Metrics and Weights

There are four components of the STIP performance metrics for January 1 through December 31:

Table 2:

Metric	Weighting	Target for January 1 - December 31
EBITDA	25%	$166.00 MM
Free Cash Flow	25%	$55.00 MM

SaaS Revenue	25%	$316.00 MM
Individual Performance	25%	Funds once EBITDA reaches $150.00 MM

The individual performance component is determined based on the employee's individual performance rating as recorded during the year-end performance assessment. As a result, eligible employees may receive an award that is higher or lower than the STIP target award as defined by their Job Level.

FUNDING

STIP Financial Targets and Payout "Curve"

- EBITDA incentive component begins to fund after exceeding a minimum EBITDA of $157.00 MM after cost of individual performance incentive, any adjusted FCF incentive earned and any adjusted SaaS revenue component earned, payout curve shown in Table 3 below.
- The Free Cash Flow (FCF) incentive component begins to fund after exceeding a minimum FCF of $46.00 MM, payout curve shown in Table 3 below.
- The SaaS Revenue incentive component begins to fund after exceeding a minimum SaaS Revenue of $307.00 MM, payout curve shown in Table 3 below.
- Individual performance component of the incentive funds after obtaining minimum EBITDA of $150.00 MM.

Table 3:

2024 Approved Budget Consolidated Results
STI Bonus Scales

EBITDA 25%			Free Cash Flow 25%			SaaS Revenue 25%			
Scale	Bonus $	Bonus %	Scale	Bonus $	Bonus %	Scale	Bonus $	Bonus %	
$157.00	$ 0.40	10%	**$ 46.00**	$ 0.40	10%	**$307.00**	$ 0.40	10%	**Minimum**
$158.00	$ 0.80	20%	**$ 47.00**	$ 0.80	20%	**$308.00**	$ 0.80	15%	
$159.00	$ 1.20	30%	**$ 48.00**	$ 1.20	30%	**$309.00**	$ 1.20	23%	
$160.00	$ 1.60	40%	**$ 49.00**	$ 1.60	40%	**$310.00**	$ 1.60	30%	
$161.00	$ 2.00	50%	**$ 50.00**	$ 2.00	50%	**$311.00**	$ 2.00	38%	
$162.00	$ 2.40	60%	**$ 51.00**	$ 2.40	60%	**$312.00**	$ 2.40	45%	
$163.00	$ 2.80	70%	**$ 52.00**	$ 2.80	70%	**$313.00**	$ 2.80	53%	
$164.00	$ 3.20	80%	**$ 53.00**	$ 3.20	80%	**$314.00**	$ 3.20	60%	
$165.00	$ 3.60	90%	**$ 54.00**	$ 3.60	90%	**$315.00**	$ 3.60	68%	
$166.00	$ 4.00	100%	**$ 55.00**	$ 4.00	100%	**$316.00**	$ 4.00	100%	**Target**
$167.50	$ 4.20	105%	**$ 56.00**	$ 4.20	105%	**$317.00**	$ 4.20	105%	
$169.00	$ 4.40	110%	**$ 57.00**	$ 4.40	110%	**$318.00**	$ 4.40	110%	
$170.50	$ 4.60	115%	**$ 58.00**	$ 4.60	115%	**$319.00**	$ 4.60	115%	
$172.00	$ 4.80	120%	**$ 59.00**	$ 4.80	120%	**$320.00**	$ 4.80	120%	
$173.50	$ 5.00	125%	**$ 60.00**	$ 5.00	125%	**$321.00**	$ 5.00	125%	**Maximum**

Management Incremental Payout %	**EBITDA**	**13%**
	Free cash Flow	**20%**
	SaaS Revenues	**20%**

Additionally, the STIP excludes any impacts from acquisitions. Any financial benefits of debt refinancing and improvements in interest rates versus approved budget only accrue to bonus payments if EBITDA an FCF are met without the benefit of the change in interest rate.

IMPACT OF INDIVIDUAL PERFORMANCE RATING ON THE STIP AWARD

Individual performance rating has a direct impact on the individual performance component (25% of total) of the STIP award. Your manager will determine the award amount for this component based on the scale below. Award amounts for company component (75% of total) are fixed based on final Company performance approved by the Compensation Committee.

Table 4:

Individual Performance Rating	Individual Payout Percentage (25% of Award)
Far Exceeded Expectations	125% - 150%
Exceeded Expectations	100% - 125%
Achieved Expectations	75% - 100%

Partially Met Expectations	0% - 50%
Did Not Meet Expectations	0%

Note: Employees with an individual performance rating of “Partially Met Expectations” will receive between 0% and 50% of their individual award portion (25% of award) as determined by their manager. Employees with an individual performance rating of “Did Not Meet Expectations” are not eligible for the individual component of the award and will receive a reduced payout of the Company performance portion at 25%.

PRORATION OF INCENTIVE

If an employee meets Plan eligibility requirements for only a portion of the Plan Coverage Period, the STIP award will be prorated (in days) for any periods the employee was not eligible. For example, the STIP will be prorated in an amount equivalent to the amount of time the employee was on any of the following:

1. Unpaid leave – includes FMLA leave or a Personal Leave of Absence.
2. Supplemented Leave – includes Short Term Leave “STD”, Long Term Leave “LTD” or Workers Compensation.
3. Administrative leave as part of any Company investigation, discipline, or inquiry.
4. Hire date after January 1 of the Plan year.
5. Movement from the STIP to another Incentive Plan Type (e.g., Sales Incentive / Performance Incentive) within the Plan year.
6. Movement to the STIP eligible position from another incentive plan (e.g., Sales Incentive / Performance Incentive) or from a position covered by a collective bargaining agreement within the Plan year.
7. A position change that results in a change in Job Level Target percent (%) during the Plan year.

In such situations as described above, the STIP award, if any, will be paid at the time that other STIP awards are scheduled to be paid in accordance to the Plan, unless otherwise specifically stated in this Plan. For employees on leave, STIP awards will be paid to the employee once they return to work, are active and no longer on leave.

EXAMPLE - INCENTIVE AWARD CALCULATIONS *(For illustrative purposes only)*

Thryv Plan – January 1 to December 31:

Company performance metrics as well as your individual performance count towards your STIP payout calculation. Below is an example of the target STIP calculation for an eligible employee who has been employed with the Company since **January 1** with an annual base salary of $50,000 and an 8% STIP target opportunity. For illustrative purposes only, this assumes a full 365 days of the Plan Coverage Period within the same eligible position (I.e. no prorations):

Compensation Assumptions: January 1 – December 31:

- Base Salary = $50,000
- STI Target % = 8%
- STI Target Value $ = $4,000
- Performance Rating = Achieved Expectations

Company Performance Assumptions: January 1 – December 31:

- Company EBITDA achievement of $163.00 MM, 70% of target.
- Company FCF achievement of $50.00 MM, 50% of target.
- Company SaaS Revenue achievement of $316.00, target (100%)
- Individual Performance pool fully funded as EBITDA threshold of $150.00 MM exceeded.

The employee's STIP will therefore be as follows for each of the components:

Table 5:

	A	B	C	
STIP Component	**Bonus Target ($)**	**Metric Weighting**	**Metric Achievement**	**Award Payout (A*B*C)**
EBITDA	$4,000	25%	70%	$700
FCF	$4,000	25%	50%	$500
SaaS Revenue	$4,000	25%	100%	$1,000
Individual Performance	$4,000	25%	100% *	$1,000
			STIP Payout	**$3,200**

* Awarded by manager within allotted guidelines, see table 4.

TIMING OF PAYMENTS

Assuming Plan requirements are satisfied, which include Compensation Committee review and approval, award payments will be targeted after the end of the Plan year; as soon as administratively possible following Compensation Committee approval to eligible employees actively working and on payroll at the time of payment.

CLAWBACK POLICY

All STIP awards shall be subject to the terms of the Thryv Holdings, Inc. Clawback Policy, effective November 29, 2023 (as may be amended from time to time, the "Clawback Policy").

Exhibit 10.9

DEFINITIONS

BASE SALARY EARNINGS
An eligible employee's base salary earnings paid during the Plan period as of December 31 or prorated for each eligible position(s) within the Plan period. Base salary earnings for this purpose do not include benefits, bonuses, overtime, or other awards.

BOARD
The Company's Board of Directors.

COMMITTEE
The Compensation Committee of the Board of Directors of the Company.

COMPANY
Thryv Holdings, Inc. and Thryv, Inc. only. Financial metrics of EBITDA, FCF and SaaS Revenues are based on the consolidated company including international operations.

EBITDA
Total Company operating income, before interest, taxes, depreciation and amortization, each calculated in accordance with GAAP, adjusted to exclude the impact of stock compensation expense.

FREE CASH FLOW (FCF)
Operating cash generated by the company less outlays for capital expenditures.

SAAS REVENUE
Revenue generated from the sales of Thryv Software, Thryv Leads and other associated add-ons or products.

INDIVIDUAL TARGET OPPORTUNITY
An eligible employee's STIP target percentage based on one's Job Level and prorated when employee held more than one Job Level during the Plan year.

NON-BARGAINED FOR
Non-represented employees or those employees not working under a collective bargaining agreement.

PLAN COVERAGE PERIOD
The Plan Coverage Period is January 1, through December 31 of the Plan year.

Exhibit 10.9

ADMINISTRATION

Approval/Objectives Guidelines
STIP Awards for Section 16 Officers are at the sole discretion of the Compensation Committee and the Board of Directors, awards to non-Section 16 employees are at the discretion of Sr Management. Awards may or may not be granted based upon Company, functional unit, departmental, and/or individual performance in the Plan year. If it is determined that STIP awards will be granted, the Compensation Committee and the Board of Directors retain the sole discretion to set award levels and to adjust award levels and subsequent employee distributions.

When STIP Awards are Earned
STIP Awards are not earned, are not due, and shall not vest unless until the following conditions are met: (1) the Approval/Objective Guidelines are met, (2) the Board approves corporate performance and payment, (3) all STIP eligibility requirements as described herein are met, (4) the individual is employed and actively working for the Company (or on Company Approved or job protected leave) on the payment date, and (5) the payout date occurs.

STIP awards, if any, will be paid via payroll. All legally required and applicable income and employment taxes and withholdings will be deducted from the gross incentive award paid to participants. **Awards are considered eligible compensation for the purposes of calculating 401(k) plan match and contributions, in addition to ESPP contributions,** but are not otherwise considered compensation for the purpose of other employee benefits.

Interpretation
The Company shall have the full power and authority to interpret, construe, and administer this Plan, including the determination of the amount of each participant's award amount.

Short-Term Deferral
All STIP awards will be paid with the short-term deferral period, and thus, are exempt from Internal Revenue Code Section 409A.

Disclaimer
THIS PLAN IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT OTHERWISE ALTER YOUR AT-WILL EMPLOYMENT STATUS AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS. Any payment under the Plan or this incentive award is discretionary and at the will of the Company. This Plan document and the award schedules set forth herein do not constitute an express or implied promise of continued employment for any period or at all, and will not interfere in any way with a participant's right to terminate or the Company's right to terminate a participant's employment at any time, with or without cause and with or without notice.

The Company may terminate the Plan, or amend or modify the Plan in any respect, at any time, and without notice. This Plan may be superseded by federal, state, and local laws to the extent applicable.

Exhibit 19.1

THRYV HOLDINGS, INC.

Amended and Restated Insider Trading Policy

Background

The Board of Directors (the "Board") of Thryv Holdings, Inc., a Delaware corporation (together with its subsidiaries, the "Company"), has adopted this Insider Trading Policy for our directors, officers and employees with respect to the trading of the Company's securities, as well as the securities of other publicly traded companies with whom we have a business relationship.

Federal and state securities laws prohibit the purchase or sale of a company's securities by persons who are aware of material information about a company that is not generally known or available to the public. These laws also prohibit persons who are aware of such material nonpublic information from disclosing this information to others who may trade based upon it. Companies may also be subject to liability if they fail to take reasonable steps to prevent insider trading by their representatives.

It is important that you understand the breadth of activities that constitute illegal insider trading and the consequences, which can be severe. The U.S. Securities and Exchange Commission (the "SEC") investigates and is very effective at detecting insider trading. Cases have been successfully prosecuted against trading by employees through foreign accounts, trading by family members and friends, and trading involving only a small number of shares. Several high-profile cases come to mind in recent years. Cases have been brought against people who have traded distressed debt obligations, credit derivatives, asset backed securities, bonds, and credit swaps.

This Policy is designed to prevent insider trading or even the appearance of possible insider trading, with the ultimate objective of protecting each of you and the Company from legal liability, and to protect the Company's solid reputation for integrity and ethical conduct. It is your obligation to understand and comply with this Policy. Should you have any questions regarding this Policy, please contact the Company's Chief Compliance Officer, Lesley Bolger, at Lesley.Bolger@thryv.com and 972-453-8553, or her designee.

Penalties for Noncompliance

Penalties for trading on or communicating material nonpublic information can be severe, both for individuals involved in such unlawful conduct and their employers and supervisors, and may include jail terms, criminal fines, civil penalties and civil enforcement injunctions. Given the severity of the potential penalties, compliance with this Policy is absolutely mandatory.

Legal Penalties. A person who violates insider trading laws by engaging in transactions in a company's securities when he or she has material nonpublic information can be sentenced to a substantial jail term and required to pay a criminal penalty of several times the amount of profits gained or losses avoided.

In addition, a person who tips others may also be liable for transactions by the tippees to whom he or she has disclosed material nonpublic information. Tippers can be subject to the same penalties and sanctions as the tippees, and the SEC has imposed large penalties even when the tipper did not profit from the transaction.

The SEC can also seek substantial civil penalties from any person who, at the time of an insider trading violation, "directly or indirectly controlled the person who committed such violation," which would apply to the Company and/or management and supervisory personnel. These control persons may be held liable for up to the greater of $2,559,636 or three times the amount of the profits gained, or losses avoided. Even for violations that result in a small or no profit, the SEC can seek penalties from a company and/or its management and supervisory personnel as control persons.

Company Sanctions. Failure to comply with this Policy will also subject you to Company-imposed sanctions, up to and including immediate termination for cause, whether or not your failure to comply with this Policy results in a violation of law or is detected by any governmental enforcement authority.

Scope of Policy

Persons Covered. As a director, officer or employee of the Company or any of its subsidiaries, this Policy applies to you. The same restrictions that apply to you apply to your family members who reside with you, anyone else who lives in your household and any family members who do not live in your household but whose transactions in Company securities are directed by you or are subject to your influence or control (such as parents or children who consult with you before they trade in Company securities). It also covers other legal entities in which you have some level of discretionary control (partner, trustee, executor and the like). If in doubt, then assume that the subject person is covered by this Policy. You are responsible for making sure that the purchase or sale of any Company security by any such person complies with this Policy. Regardless of whether or not you hold your shares in brokerage accounts or other forms of ownership, unless you've completely surrendered all discretionary control over such shares, you are responsible for ensuring compliance with this Policy. This policy contains additional restrictions for directors and executive officers of the Company and its subsidiaries (the "D&Os"), and the employees of the Company listed on Appendix A attached hereto (together with certain employees of the Company and its subsidiaries designated or notified by the Board or the Chief Compliance Officer from time to time because of their position, responsibilities or their actual or potential access to material information, the "Designated Employees", and, together with the D&Os, "Covered Persons") who have access to material nonpublic information about the Company.

Companies Covered. The prohibition on insider trading in this Policy is not limited solely to trading in the Company's securities. It includes trading in the securities of other firms, such as major suppliers of the Company and those with which the Company may be negotiating major transactions, such as an acquisition, investment or sale, while in possession of material nonpublic information about that other firm. Information that is not material to the Company may nevertheless be material to one of those other firms.

Transactions Covered. Trading includes purchases and sales of common or preferred stock; options and warrants; derivative securities such as put and call options and convertible debentures or convertible preferred stock; and debt securities (e.g., debentures, bonds and notes) and derivative securities based on debt securities. It also includes any other form of disposal, including gifts, pledges and the like.

This Policy's trading restrictions generally do not apply to the simple exercise of a stock option using your own cash or other securities of the Company to fund the exercise price so long as the underlying shares are not then disposed of. The trading restrictions ***do*** apply, however, to any sale of the underlying stock or to a cashless exercise of the option through a broker and to the exercise of a stock appreciation right, as these transactions entail selling a portion of the underlying stock and/or securing a profit in the underlying stock.

Statement of Policy

No Trading on Inside Information. You may not trade in the securities of the Company, directly or through family members or other persons or entities, if any of you are aware of material nonpublic information relating to the Company. Similarly, you may not trade in the securities of any other company if you are aware of material nonpublic information about that company which you obtained in the course of your employment with the Company or while you possess material nonpublic information regarding the Company that could potentially affect the other company. By engaging in any such transaction, you will be deemed to have made a representation to the Company that you are in compliance with this Policy.

No Disclosure of Material Nonpublic Information; No Tipping. You may not disclose material nonpublic information to anyone, except those persons within the Company or our third-party representatives (such as our independent auditors, investment banking advisors or outside legal counsel) whose work responsibilities require them to be aware of it. You may not pass material nonpublic information on to others or recommend to anyone the purchase or sale of any securities when you are aware of such information. This practice, known as "tipping," also violates the securities laws and can result in the same civil and criminal penalties that apply to insider trading, even though you did not trade and did not gain any benefit from another's trading.

Company Transactions. From time to time, the Company may engage in transactions in its own securities. It is the Company's policy that any transactions in securities by the Company will comply with applicable laws with respect to insider trading.

No Exception for Hardship. The existence of a personal financial emergency does not excuse you from compliance with this policy, except as provided in the Addendum attached hereto.

Blackout and Pre-Clearance Procedures. To help prevent inadvertent violations of the federal securities laws and to avoid even the appearance of impropriety, the Company's Board of Directors has adopted an Addendum to Insider Trading Policy that applies to Covered Persons. The Company will notify you if you are subject to the Addendum and you will receive a copy of it.

The Addendum generally prohibits persons covered by it from trading in the Company's securities during quarterly blackout periods (beginning on the day that is 10 days prior to the end of a quarter and ending after the second full business day following the release of the Company's earnings for that quarter) and during certain other event-specific blackouts. Covered Persons also must pre-clear all trading in the Company's securities as specified in the Addendum.

Post-Termination Transactions. If you are aware of material nonpublic information when your employment terminates or your service to the Company ceases, you may not purchase or sell the Company's securities until that information has become public or is no longer material. Pre-clearance and blackout restrictions will cease to apply upon the expiration of any blackout period pending at the time of the termination of service.

Definition of Material Nonpublic Information

Note that inside information has two important elements – materiality and public availability.

Material Information. Information is material if there is a substantial likelihood that a reasonable investor would consider it important in deciding whether to buy, hold or sell a security. Any information that could reasonably be expected to affect the price of the security is material. Common examples of material information include:

- Projections or forecasts of future financial results or other earnings guidance.
- Disclosure of current financial results, particularly results that are inconsistent with the consensus expectations of the investment community.
- A pending or proposed merger, acquisition or tender offer or an acquisition or disposition of significant assets.
- Extraordinary borrowings or a change in debt ratings.
- Significant developments regarding the Company's technology.
- A data breach that results in significant disruption in the Company's operations or significant loss, potential loss, breach or unauthorized access to its property or assets, including its facilities and information technology infrastructure ("Cybersecurity Incident").
- A change in management or the Board.
- Material events regarding the Company's securities, including the declaration of a stock split or the offering of additional securities.
- Material financial and/or liquidity problems.

- Major changes in accounting methods or policies.
- Actual or threatened major litigation or government agency investigations, or the resolution of such litigation or investigations.
- New major contracts, orders, suppliers, auditors, customers or financing sources, or the loss thereof.

Both positive and negative information can be material. Because trading that receives scrutiny will be evaluated after the fact with the benefit of 20/20 hindsight, doubts concerning the materiality of particular information always should be resolved in favor of materiality, and trading should be avoided. **If you are unsure whether information is material, you should either consult the Chief Compliance Officer before making any decision to disclose such information (other than to persons who need to know it) or to trade in or recommend securities to which that information relates or assume that the information is material.**

Nonpublic Information. Nonpublic information is information that is not generally known or available to the public. Nonpublic information may include (i) information available to a select group of analysts or brokers or institutional investors, (ii) undisclosed facts that are the subject of rumors, even if the rumors are widely circulated, and (iii) information that has been entrusted to the Company on a confidential basis until a public announcement of the information has been made and enough time has elapsed for the market to respond to a public announcement of the information (normally two trading days). One common misconception is that material information loses its "nonpublic" status as soon as a press release is issued disclosing the information. In fact, information is considered to be available to the public only when it has been released broadly to the marketplace (such as by a press release) and the investing public has had reasonable time to fully digest the information. As a general rule, information is not considered publicly available until the start of the second full trading day after the information is released.

Additional Guidance

The Company considers it improper and inappropriate for those employed by or associated with the Company to engage in short-term or speculative transactions in the Company's securities or in other transactions in the Company's securities that may lead to inadvertent violations of the insider trading laws. Accordingly, your trading in Company securities is subject to the following additional guidance.

Short-term trading. Upon the purchase of any of the Company's securities, D&Os may not sell any Company securities of the same class for at least six months after the purchase.

Short Sales. D&Os may not engage in short sales of the Company's securities (sales of securities that are not then owned), including a "sale against the box" (a sale with delayed delivery).

Publicly Traded Options. Covered Persons may not engage in transactions in publicly traded options, such as puts, calls and other derivative securities, on an exchange or in any other organized market.

Standing Orders. Standing orders should be used only for a very brief period of time. A standing order placed with a broker to sell or purchase stock at a specified price leaves you with no control over the timing of the transaction. A standing order transaction executed by the broker when you are aware of material nonpublic information may result in unlawful insider trading.

Margin Accounts and Pledges. A margin or foreclosure sale that occurs when you are aware of material nonpublic information may, under some circumstances, result in unlawful insider trading. Because of this danger, Covered Persons are prohibited from pledging any Company securities they own.

Hedging Transactions. Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, involve the establishment of a short position in the Company's securities and limit or eliminate your ability to profit from an increase in the value of the Company's securities or suffer from a decrease in such value. Therefore, Covered Persons may not engage in such transactions.

Unauthorized Disclosure

Maintaining the confidentiality of Company information is essential for competitive, security and other business reasons, as well as to comply with securities laws. You should treat all information you learn about the Company or its business plans in connection with your employment as confidential and proprietary to the Company. Inadvertent disclosure of confidential or inside information may expose the Company and you to significant risk of investigation and litigation.

It is important that responses to inquiries about the Company by the press, investment analysts or others in the financial community be made on the Company's behalf only through authorized individuals. Please consult the "Communications Outside of the Company" section of the Policy on Business Conduct for more details regarding the Company's policy on speaking to the media, financial analysts and investors.

Personal Responsibility

You should remember that the ultimate responsibility for adhering to this Policy and avoiding improper trading rests with you. Compliance with this Policy in no way assures that you have complied with applicable law – it is solely your responsibility to comply with all applicable laws. If you violate any aspect of this Policy, the Company will take disciplinary action against you, up to and including immediate termination for cause.

Company Assistance

Your compliance with this policy is of the utmost importance both for you and for the Company. If you have any questions about this Policy or its application to your circumstances, please do not hesitate to seek additional guidance from the Company's Chief Compliance Officer, at Lesley.Bolger@thryv.com or 972-453-8553. Do not try to resolve uncertainties on your own, as the rules relating to insider trading are often complex, not always intuitive and carry severe consequences.

Acknowledgment and Certification

All Covered Persons are required to sign, electronically or otherwise, the attached acknowledgment and certification.

This Insider Trading Policy was adopted by the Board of Directors of Thryv Holdings, Inc. on September 3, 2020 and amended on February 18, 2022, August 2, 2022 and February 26, 2025.

* * * * * * * * * * *

Appendix A

Designated Employees*

- All employees with the title of director or above.
- All employees within the Chief Financial Officer's organization.
- All employees within the Chief Product Officer's organization.
- All legal department employees.
- All sales directors.

*For clarity, in addition to all D&Os.

ADDENDUM TO INSIDER TRADING POLICY:
PRE-CLEARANCE AND BLACKOUT PROCEDURES

To help prevent inadvertent violations of the federal securities laws and to avoid even the appearance of trading on inside information, the Company's Board of Directors has adopted this Addendum to Insider Trading Policy. This Addendum applies to all Covered Persons (as defined in the Insider Trading Policy).

Any obligations or restrictions set forth in this Addendum are in addition to and supplement those set forth in the Company's Insider Trading Policy. No exceptions may be made to the Policy or this Addendum without the permission of the Chief Compliance Officer and the approval of our Board.

Pre-clearance Procedures

The Company's Covered Persons are subject to the following pre-clearance procedures.

Covered Persons, together with those related persons identified in the Policy, may not engage in any transaction involving the Company's securities subject to the Insider Trading Policy without first obtaining pre-clearance of the transaction, after representing that any such transaction otherwise complies with the Policy and this Addendum, as follows:

- All directors must obtain pre-clearance from both the Chief Compliance Officer;
- Other Covered Persons (other than the Chief Compliance Officer) must obtain pre-clearance from the Chief Compliance Officer; and
- The Chief Compliance Officer must obtain pre-clearance from the Chief Executive Officer.

Each such request for pre-clearance should be submitted in writing at least three business days in advance of the proposed transaction and contain all of the relevant details regarding such proposed transaction, including at least the number of shares and the period of time over which such transaction is likely to occur. Any pre-clearance shall be deemed valid only for a period of five business days, unless otherwise noted in such approval. If the transaction order is not placed in that period, pre-clearance of the transaction must be re-obtained.

Blackout Procedures

All Covered Persons are subject to the following blackout procedures.

Quarterly Blackout Periods. The Company's public dissemination of its quarterly financial results almost always has the potential to have a material effect on the market for the Company's securities. Therefore, to avoid even the appearance of impropriety, Covered Persons may not trade in the Company's securities during the period beginning on the day

that is 10 days prior to the last day of any fiscal quarter and ending after the second full business day following the public dissemination of the Company's earnings for that quarter.

Event-Specific Blackouts. From time to time, an event may occur that is material to the Company and is known by only a few Covered Persons. So long as the event remains material and nonpublic, the persons who are aware of the event, as well as other Covered Persons, may not trade in the Company's securities. The Company may also restrict trading of the Company's securities during the period in which the Company investigates the underlying facts and assesses the materiality of significant Cybersecurity Incidents and prior to public disclosure of such incidents. The existence of an event-specific blackout will not be announced, other than to those Covered Persons who are already aware of the event giving rise to the blackout. If, however, another Covered Person seeks to trade in the Company's securities during an event-specific blackout, the Chief Compliance Officer will inform the requesting person of the existence of a blackout period, without disclosing the reason for the blackout. Any Covered Person made aware of the existence of an event-specific blackout should not disclose the existence of the blackout to any other person.

Covered Persons may also be subject to event-specific blackouts pursuant to the SEC's Regulation Blackout Trading Restriction, which prohibits certain sales and other transfers by insiders during certain pension plan blackout periods.

Even if a specific blackout period is not in effect, as provided by the Policy, at no time may you trade in Company securities if you are aware of material nonpublic information about the Company.

Hardship Exceptions. A Covered Person who is subject to a quarterly earnings blackout period and who has an unexpected and urgent need to sell Company stock in order to generate cash may, under appropriate circumstances, be permitted to sell Company stock even during the quarterly blackout period. Hardship exceptions may be granted only by the Chief Compliance Officer in consultation with the Chief Executive Officer, and must be requested at least two days in advance of the proposed trade. Under no circumstance will a hardship exception be granted during an event-specific blackout period for Covered Person who are aware of the material nonpublic information that gave rise to the blackout.

Approved 10b5-1 Plan Exception. These trading restrictions do not apply to transactions under a pre-existing written plan, contract, instruction, or arrangement under Rule 10b5-1 under the Securities Exchange Act of 1934 (an "Approved 10b5-1 Plan") that:

- has been reviewed and approved at least one month in advance of any trades thereunder by the Chief Compliance Officer (or, if revised or amended, such revisions or amendments have been reviewed and approved by the Chief Compliance Officer at least one month in advance of any subsequent trades);
- it provides that no trades may occur thereunder until expiration of the applicable cooling-off period specified in Rule 10b5-1(c)(ii)(B), and no trades occur until after that time. The appropriate cooling-off period will vary based on the status of the

Covered Person. For D&Os, the cooling-off period ends on the later of (x) ninety days after the adoption or certain modifications of the 10b5-1 plan; or (y) two business days following disclosure of the Company's financials results in a Form 10-Q or Form 10-K for the quarter in which the 10b5-1 plan was adopted. For all other Covered Persons, the cooling-off period ends 30 days after adoption or modification of the 10b5-1 plan. This required cooling-off period will apply to the entry into a new 10b5-1 plan and any revision or modification of a 10b5-1 plan;

- was entered into in good faith by the Covered Person, and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, at a time when such Covered Person was not in possession of material nonpublic information about the Company; and, if the Covered Person is a director or officer, the 10b5-1 plan must include representations by the Covered Person certifying to that effect;
- gives a third party the discretionary authority to execute such purchases and sales, outside the control of the Covered Person, so long as such third party does not possess any material nonpublic information about the Company; or explicitly specifies the security or securities to be purchased or sold, the number of shares, the prices and/or dates of transactions, or other formula(s) describing such transactions; and
- it is the only outstanding Approved 10b5-1 Plan entered into by the Covered Person (subject to the exceptions set out in Rule 10b5-1(c)(ii)(D)).

No Approved 10b5-1 Plan may be adopted during a blackout period.

If you are considering entering into, modifying or terminating an Approved 10b5-1 Plan or have any questions regarding Approved Rule 10b5-1 Plans, please contact the Chief Compliance Officer. You should consult your own legal and tax advisors before entering into, or modifying or terminating, an Approved 10b5-1 Plan. A trading plan, contract, instruction or arrangement will not qualify as an Approved 10b5-1 Plan without the prior review and approval of the Chief Compliance Officer as described above.

Company Assistance

Your compliance with this Addendum and the Company's Insider Trading Policy is of the utmost importance both for you and for the Company. If you have any questions about this Addendum, the Policy or their application to your circumstances, please do not hesitate to seek additional guidance from the Chief Compliance Officer. Do not try to resolve uncertainties on your own, as the rules relating to insider trading are often complex, not always intuitive and carry severe consequences.

ACKNOWLEDGMENT AND CERTIFICATION

The undersigned does hereby acknowledge receipt of the Thryv Insider Trading Policy, and the Addendum attached thereto. The undersigned has read and understands (or has had explained) such Policy and agrees to be governed by such Policy at all times in connection with the purchase and sale of securities and the confidentiality of nonpublic information.

_____

(Signature)

_____

(Please print name)

Date: _____

Exhibit 21.1

SUBSIDIARIES

Thryv Holdings, Inc., a Delaware corporation, had the U.S. and international subsidiaries shown below as of January 1, 2025. Thryv Holdings, Inc. is not a subsidiary of any other entity.

Name of Subsidiary	**Jurisdiction**
Thryv Australia Holdings Pty Ltd	Australia
Thryv Australia Pty Ltd	Australia
Australian Local Search Pty Limited	Australia
Life Events Media Pty Limited	Australia
Thryv Canada Ltd	Canada (Toronto)
Thryv, Inc.	Delaware
Thryv International Holding, LLC	Delaware
Thryv Small Business Foundation	Delaware
Thryv Volcano, LLC	Delaware
Infusion Software, Inc. dba Keap	Delaware
Thryv Canada Holdings, LLC	Delaware
Thryv Dominicana SRL	Dominican Republic
Thryv International Treasury Limited	Malta
Thryv Becketts Limited	Malta
Thryv Parabolica Limited	Malta
Thryv New Zealand Limited	New Zealand

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated February 27, 2025, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of Thryv Holdings, Inc. on Form 10-K for the year ended December 31, 2024. We consent to the incorporation by reference of said reports in the Registration Statements of Thryv Holdings, Inc. on Forms S-3 (File No. 333-256294 and File No. 333-266542) and on Forms S-8 (File No. 333-277265, File No. 333-269980, File No. 333-263626, File No. 333-258875, and File No. 333-249002).

/s/ GRANT THORNTON LLP

Dallas, Texas
February 27, 2025

Exhibit 31.1

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER

I, Joseph A. Walsh, certify that:

1. I have reviewed this Annual Report on Form 10-K of Thryv Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Joseph A. Walsh

Date: February 27, 2025

Joseph A. Walsh
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER

I, Paul D. Rouse, certify that:

1. I have reviewed this Annual Report on Form 10-K of Thryv Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2025

By: /s/ Paul D. Rouse
Paul D. Rouse
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Thryv Holdings, Inc. (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph A. Walsh, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Joseph A. Walsh

Date: February 27, 2025

Joseph A. Walsh
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Thryv Holdings, Inc. (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul D. Rouse, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2025

By: /s/ Paul D. Rouse
Paul D. Rouse
Chief Financial Officer
(Principal Financial Officer)