

REFINITIV

# DELTA REPORT

## 10-Q

WEAV - WEAVE COMMUNICATIONS, INC

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	3215
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 CHANGES	226
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 DELETIONS	517
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 ADDITIONS	2472
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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2023** **March 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: 001-40998

**Weave Communications, Inc.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

26-3302902

(I.R.S. Employer Identification Number)

1331 West Powell Way

Lehi, Utah 84043

(Address of principal executive offices, including zip code)

(866) 439-2826

(Registrant's telephone number, including area code)

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

Title of each class:	Trading symbol:	Name of each exchange on which registered:
Common stock, par value \$0.00001 per share	WEAV	New York Stock Exchange

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 **and posted on its corporate Web site, if any**, every Interactive Data File required to be submitted **and posted** 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 **and post** such files). Yes ☒ No ☐



Indicate by check mark whether the Registrant registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or 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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 3, 2023 May 6, 2024, the registrant had 69,474,011 71,123,007 shares of common stock, par value \$0.00001 per share, outstanding.

## WEAVE COMMUNICATIONS, INC.

FORM 10-Q FOR THE QUARTER ENDED SEPTEMBER 30, 2023 MARCH 31, 2024

### TABLE OF CONTENTS

	Page
<b>PART I.</b>	
<b><u>FINANCIAL INFORMATION</u></b>	
Item 1.	
<u>Financial Statements (Unaudited)</u>	1
<u>Condensed Consolidated Balance Sheets</u>	1
<u>Condensed Consolidated Statements of Operations</u>	2
<u>Condensed Consolidated Statements of Comprehensive Loss</u>	3
<u>Condensed Consolidated Statements of Stockholders' Equity</u>	4
<u>Condensed Consolidated Statements of Cash Flows</u>	65
<u>Notes to the Condensed Consolidated Financial Statements</u>	75
Item 2.	
<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	24 21
Item 3.	
<u>Quantitative and Qualitative Disclosures About Market Risk</u>	40 35
Item 4.	
<u>Controls and Procedures</u>	40 35
<b>PART II.</b>	
<b><u>OTHER INFORMATION</u></b>	
Item 1.	
<u>Legal Proceedings</u>	41 36
Item 1A.	
<u>Risk Factors</u>	42 37
Item 5.	
<u>Other Information</u>	82
Item 6.	
<u>Exhibits</u>	88 83
<u>Signatures</u>	89 84



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### Special Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements. All statements contained in this Quarterly Report on Form 10-Q other than statements of historical fact, including statements regarding our future results of operations, financial position, market size and opportunity, our business strategy and plans, the factors affecting our performance and our objectives for future operations, are forward-looking statements that are subject to the safe harbors created under the Securities Act of 1933, as amended, (the "Securities Act") and the Securities Exchange Act of 1934, as amended, (the "Exchange Act"). amended. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "could," "would," "expect," "objective," "plan," "potential," "seek," "grow," "target," "if" and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in the section titled "Risk Factors" listed under Part II, Item 1A of this Quarterly Report on Form 10-Q and in our other filings with the Securities and Exchange Commission. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this Quarterly Report on Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about:

- our expectations regarding our results of operations, including gross margin, financial condition and cash flows;
- our expectations regarding the development and expansion of our business;
- anticipated trends, challenges and opportunities in our business and in the markets in which we operate;
- increasing inflation and interest rates; rate trends and impacts;
- our ability to expand our customer base and expand sales to existing customers;
- our ability to expand into new healthcare vertical markets and additional countries;
- the impact of competition in our industry and innovation by our competitors;
- our ability to anticipate and address the evolution of technology and the technological needs of our customers, to roll out upgrades to our existing platform and to develop new and enhanced products to meet the needs of our customers;
- the impact of our corporate culture and our ability to retain and hire necessary employees and staff our operations appropriately;
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business both in the United States and internationally; and
- our ability to maintain, protect and enhance our intellectual property; and
- the increased expenses associated with being a public company; property.

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We caution you that the foregoing list may not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q.



You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we do not intend to update any of these forward-looking statements after the date of this Quarterly Report on Form 10-Q or to conform these statements to actual results or revised expectations. In this report, unless otherwise specified or the context otherwise requires, "Weave," the "Company," "we," "us," and "our" refer to Weave Communications, Inc. and its wholly owned subsidiaries Weave Communications Canada, Inc. and Weave Communications India Private Limited.

You should read this Quarterly Report on Form 10-Q with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

## PART I. FINANCIAL INFORMATION

### Item 1. Financial Statements.

**WEAVE COMMUNICATIONS, INC**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share and per share data)  
(unaudited)

		September 30, 2023	December 31, 2022		
March 31, 2024				March 31, 2024	December 31, 2023
<b>ASSETS</b>	<b>ASSETS</b>				
Current assets:	Current assets:				
Current assets:	Current assets:				
Current assets:	Current assets:				
Cash and cash equivalents	Cash and cash equivalents				
Cash and cash equivalents	Cash and cash equivalents				
Cash and cash equivalents	Cash and cash equivalents	\$ 63,291	\$ 61,997		
Short-term investments	Short-term investments	55,148	51,340		
Accounts receivable, net	Accounts receivable, net	3,713	3,296		
Deferred contract costs, net	Deferred contract costs, net	10,440	9,881		
Prepaid expenses and other current assets	Prepaid expenses and other current assets	5,895	6,374		
Total current assets	Total current assets	138,487	132,888		
Non-current assets:	Non-current assets:				
Non-current assets:	Non-current assets:				
Non-current assets:	Non-current assets:				
Property and equipment, net	Property and equipment, net				
Property and equipment, net	Property and equipment, net				
Property and equipment, net	Property and equipment, net	10,249	10,773		
Operating lease right-of-use assets	Operating lease right-of-use assets	42,292	45,110		



Finance lease right-of-use assets	Finance lease right-of-use assets	10,456	10,589
Deferred contract costs, net, less current portion	Deferred contract costs, net, less current portion	8,423	8,146
Other non-current assets	Other non-current assets	926	843
<b>TOTAL ASSETS</b>	<b>TOTAL ASSETS</b>	<b>\$ 210,833</b>	<b>\$ 208,349</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
Current liabilities:	Current liabilities:		
Current liabilities:			
Current liabilities:			
Accounts payable			
Accounts payable			
Accounts payable	Accounts payable	\$ 4,785	\$ 3,793
Accrued liabilities	Accrued liabilities	16,825	13,636
Deferred revenue	Deferred revenue	37,687	34,136
Current portion of operating lease liabilities	Current portion of operating lease liabilities	3,799	3,662
Current portion of operating lease liabilities			
Current portion of operating lease liabilities			
Current portion of finance lease liabilities	Current portion of finance lease liabilities	6,762	6,992
Current portion of long-term debt		—	10,000
Total current liabilities			
Total current liabilities			
Total current liabilities	Total current liabilities	69,858	72,219
Non-current liabilities:			
Non-current liabilities:			
Non-current liabilities:	Non-current liabilities:		
Operating lease liabilities, less current portion	Operating lease liabilities, less current portion	44,050	46,914
Operating lease liabilities, less current portion			
Operating lease liabilities, less current portion			
Finance lease liabilities, less current portion	Finance lease liabilities, less current portion	5,999	5,997
Long-term debt		10,000	—
Total liabilities			
Total liabilities			



Total liabilities	Total liabilities	129,907	125,130
COMMITMENTS AND CONTINGENCIES			
(Note 12)			
COMMITMENTS AND CONTINGENCIES			
(Note 12)			
COMMITMENTS AND CONTINGENCIES	COMMITMENTS AND CONTINGENCIES		
(Note 12)	(Note 12)		
Stockholders' equity:	Stockholders' equity:		
Preferred stock, \$0.00001 par value per share; 10,000,000 shares authorized, zero shares issued and outstanding as of September 30, 2023 and December 31, 2022		—	—
Common stock, \$0.00001 par value per share; 500,000,000 shares authorized as of September 30, 2023 and December 31, 2022; 69,341,193 and 65,739,053 shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively		—	—
Stockholders' equity:			
Stockholders' equity:			
Preferred stock, \$0.00001 par value per share; 10,000,000 shares authorized, zero shares issued and outstanding as of March 31, 2024 and December 31, 2023			
Preferred stock, \$0.00001 par value per share; 10,000,000 shares authorized, zero shares issued and outstanding as of March 31, 2024 and December 31, 2023			
Preferred stock, \$0.00001 par value per share; 10,000,000 shares authorized, zero shares issued and outstanding as of March 31, 2024 and December 31, 2023			
Common stock, \$0.00001 par value per share; 500,000,000 shares authorized as of March 31, 2024 and December 31, 2023; 70,980,371 and 70,116,357 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively			
Additional paid-in capital	Additional paid-in capital	336,659	314,884
Accumulated deficit	Accumulated deficit	(255,628)	(231,636)
Accumulated other comprehensive loss		(105)	(29)
Accumulated other comprehensive income (loss)			
Total stockholders' equity	Total stockholders' equity	80,926	83,219
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 210,833	\$ 208,349

See accompanying notes to these unaudited condensed consolidated financial statements



**WEAVE COMMUNICATIONS, INC**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except share and per share data)  
(unaudited)

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31, Three Months Ended March 31, Three Months Ended March 31, 2024 2024 2024			
Revenue					
Revenue					
Revenue	Revenue	\$ 43,544	\$ 36,230	\$ 124,776	\$ 104,432
Cost of revenue	Cost of revenue	13,609	13,023	40,266	40,525
Cost of revenue					
Cost of revenue					
Gross profit					
Gross profit					
Gross profit	Gross profit	29,935	23,207	84,510	63,907
Operating expenses:	Operating expenses:				
Operating expenses:					
Operating expenses:					
Sales and marketing					
Sales and marketing					
Sales and marketing	Sales and marketing	17,801	16,292	52,474	49,259
Research and development	Research and development	8,628	7,897	24,907	22,529
Research and development					
Research and development					
General and administrative					
General and administrative					
General and administrative	General and administrative	11,528	10,876	33,502	32,077
Total operating expenses	Total operating expenses	37,957	35,065	110,883	103,865
Total operating expenses					
Total operating expenses					
Loss from operations					
Loss from operations					
Loss from operations	Loss from operations	(8,022)	(11,858)	(26,373)	(39,958)
Other income (expense):	Other income (expense):				
Other income (expense):					
Other income (expense):					



Interest income					
Interest income					
Interest income	Interest income	594	468	1,557	606
Interest expense	Interest expense	(512)	(380)	(1,485)	(1,005)
Interest expense					
Interest expense					
Other income (expense), net					
Other income (expense), net					
Other income (expense), net	Other income (expense), net	874	(17)	2,457	(32)
Loss before income taxes					
Loss before income taxes	Loss before income taxes	(7,066)	(11,787)	(23,844)	(40,389)
Loss before income taxes					
Loss before income taxes					
Provision for income taxes	Provision for income taxes	(79)	(31)	(148)	(82)
Provision for income taxes					
Provision for income taxes					
Net loss					
Net loss					
Net loss	Net loss	\$ (7,145)	\$ (11,818)	\$ (23,992)	\$ (40,471)
Net loss per share - basic and diluted					
Net loss per share - basic and diluted	Net loss per share - basic and diluted	\$ (0.10)	\$ (0.18)	\$ (0.36)	\$ (0.62)
Net loss per share - basic and diluted					
Net loss per share - basic and diluted					
Weighted-average common shares outstanding - basic and diluted	Weighted-average common shares outstanding - basic and diluted	68,213,250	65,143,929	67,014,127	64,898,948
Weighted-average common shares outstanding - basic and diluted					
Weighted-average common shares outstanding - basic and diluted					
Weighted-average common shares outstanding - basic and diluted					

See accompanying notes to these unaudited condensed consolidated financial statements

**WEAVE COMMUNICATIONS, INC**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**

(in thousands)  
(unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Three Months Ended March 31,				
Three Months Ended March 31,				
Three Months Ended March 31,				
2024				
2024				



2024									
Net loss									
Net loss									
Net loss	Net loss	\$	(7,145)	\$	(11,818)	\$	(23,992)	\$	(40,471)
Other comprehensive loss	Other comprehensive loss								
Other comprehensive loss									
Other comprehensive loss									
Change in foreign currency translation, net of tax									
Change in foreign currency translation, net of tax									
Change in foreign currency translation, net of tax	Change in foreign currency translation, net of tax		(153)	(110)	(41)	(97)			
Net unrealized gain (loss) on investments, net of tax	Net unrealized gain (loss) on investments, net of tax		17	—	(35)	—			
Net unrealized gain (loss) on investments, net of tax									
Net unrealized gain (loss) on investments, net of tax									
Total comprehensive loss	Total comprehensive loss	\$	(7,281)	\$	(11,928)	\$	(24,068)	\$	(40,568)
Total comprehensive loss									
Total comprehensive loss									

See accompanying notes to these unaudited condensed consolidated financial statements

WEAVE COMMUNICATIONS, INC

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(in thousands, except share amounts)

(unaudited)

Three Months Ended September 30, 2023							
		Accumulated					
		Additional		Other		Total	
		Common Stock		Paid-in	Accumulated	Comprehensive	Stockholders'
		Shares	Amount	Capital	Deficit	(Loss) Income	Equity
BALANCE - June 30, 2023		67,323,083	\$ —	\$ 323,844	\$ (248,483)	\$ 31	\$ 75,392
Three Months Ended March 31, 2024							
Three Months Ended March 31, 2024							
Three Months Ended March 31, 2024							
Accumulated							
Additional							
Additional							
Additional							
		Common Stock		Other		Total	
		Stock		Paid-in	Accumulated	Comprehensive	Stockholders'
		Shares	Amount	Capital	Deficit	(Loss) Income	Equity
BALANCE -							
December 31,							
2023							



Issuance of common shares from stock option exercises	Issuance of common shares from stock option exercises	1,176,101	—	10,732	—	—	10,732
Issuance of common shares from the employee stock purchase plan	Issuance of common shares from the employee stock purchase plan	157,910	—	707	—	—	707
Vesting of restricted stock units	Vesting of restricted stock units	1,148,942	—	—	—	—	—
Vesting of restricted stock units							
Vesting of restricted stock units							
Common stock withheld related to net settlement of equity awards	Common stock withheld related to net settlement of equity awards	(464,843)	—	(4,811)	—	—	(4,811)
Stock-based compensation	Stock-based compensation	—	—	6,187	—	—	6,187
Foreign currency translation adjustments, net of tax	Foreign currency translation adjustments, net of tax	—	—	—	—	(153)	(153)
Net unrealized gain on investments		—	—	—	—	17	17
Net unrealized loss on investments							
Net loss	Net loss	—	—	—	(7,145)	—	(7,145)
BALANCE - September 30, 2023		69,341,193	\$ —	\$ 336,659	\$ (255,628)	\$ (105)	\$ 80,926
BALANCE - March 31, 2024							

	Three Months Ended September 30, 2022					
				Accumulated		Total
	Common Stock		Paid-in	Accumulated	Other	
	Shares	Amount	Capital	Deficit	Comprehensive (Loss) Income	Stockholders' Equity
BALANCE - June 30, 2022	65,010,719	\$ —	\$ 302,557	\$ (210,551)	\$ (18)	\$ 91,988
Three Months Ended March 31, 2023						
Three Months Ended March 31, 2023						
Three Months Ended March 31, 2023						
Accumulated						
Additional						



Additional								Common		Other	Total			
Additional								Stock		Paid-	Accumulated	Comprehensive		Stockholders'
Common Stock										in	Deficit	(Loss) Income		Equity
Shares								Shares	Amount	Capital				
BALANCE - December 31, 2022														
Issuance of common shares from stock option exercises	Issuance of common shares from stock option exercises	141,216	—	286	—	—	286							
Issuance of common shares from the employee stock purchase plan	Issuance of common shares from the employee stock purchase plan	165,347	—	858	—	—	858							
Vesting of restricted stock units	Vesting of restricted stock units	136,010	—	—	—	—	—							
Vesting of restricted stock units														
Vesting of restricted stock units														
Common stock withheld related to net settlement of equity awards														
Stock-based compensation	Stock-based compensation	—	—	5,322	—	—	5,322							
Foreign currency translation adjustments, net of tax	Foreign currency translation adjustments, net of tax	—	—	—	—	(110)	(110)							
Net unrealized gain on investments														
Net loss	Net loss	—	—	—	(11,818)	—	(11,818)							
BALANCE - September 30, 2022		65,453,292	\$ —	\$ 309,023	\$ (222,369)	\$ (128)	\$ 86,526							
BALANCE - March 31, 2023														

See accompanying notes to these unaudited condensed consolidated financial statements

WEAVE COMMUNICATIONS, INC  
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY CASH FLOWS



(in thousands, except share amounts) thousands)  
(unaudited)

	Nine Months Ended September 30, 2023					
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated	
					Other Comprehensive (Loss) Income	Total Stockholders'
	Shares	Amount	Capital	Deficit	(Loss) Income	Equity
BALANCE - December 31, 2022	65,739,053	\$ —	\$ 314,884	\$ (231,636)	\$ (29)	\$ 83,219
Issuance of common shares from stock option exercises	1,526,242	—	11,353	—	—	11,353
Issuance of common shares from the employee stock purchase plan	292,246	—	1,329	—	—	1,329
Vesting of restricted stock units	2,782,008	—	—	—	—	—
Common stock withheld related to net settlement of equity awards	(998,356)	—	(7,483)	—	—	(7,483)
Stock-based compensation	—	—	16,576	—	—	16,576
Foreign currency translation adjustments, net of tax	—	—	—	—	(41)	(41)
Net unrealized loss on investments	—	—	—	—	(35)	(35)
Net loss	—	—	—	(23,992)	—	(23,992)
BALANCE - September 30, 2023	69,341,193	\$ —	\$ 336,659	\$ (255,628)	\$ (105)	\$ 80,926

	Three Months Ended March 31,	
	2024	2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (7,203)	\$ (7,859)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	3,045	3,045
Amortization of operating right-of-use assets	972	938
Provision for losses on accounts receivable	250	422
Amortization of deferred contract costs	3,292	2,976
Loss on disposal of assets	1	3
Stock-based compensation	6,772	4,513
Net accretion of discounts on short-term investments	(637)	(687)
Changes in operating assets and liabilities:		
Accounts receivable	(15,757)	(177)
Deferred contract costs	(4,087)	(3,212)
Prepaid expenses and other assets	(555)	534
Accounts payable	(1,017)	355
Accrued liabilities	(4,554)	1,162
Operating lease liabilities	(977)	(900)
Deferred revenue	754	428
Net cash provided by (used in) operating activities	(19,701)	1,541
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Maturities of short-term investments	23,770	13,000
Purchases of short-term investments	(16,821)	(17,485)
Purchases of property and equipment	(513)	(620)
Capitalized internal-use software costs	(305)	(334)
Net cash provided by (used in) investing activities	6,131	(5,439)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		



Principal payments on finance leases		(1,787)	(1,960)
Proceeds from stock option exercises		291	73
Payments for taxes related to net share settlement of equity awards		(6,101)	(753)
Proceeds from the employee stock purchase plan		1,020	622
Net cash used in financing activities		(6,577)	(2,018)
NET DECREASE IN CASH AND CASH EQUIVALENTS		(20,147)	(5,916)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD		50,756	61,997
CASH AND CASH EQUIVALENTS, END OF PERIOD		<u>\$ 30,609</u>	<u>\$ 56,081</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the period for interest	\$	319	\$ 472
Cash paid during the period for income taxes	\$	14	\$ 20
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Finance lease liabilities arising from obtaining finance lease right-of-use assets	\$	1,871	\$ 1,928
Operating lease liabilities arising from obtaining operating lease right-of-use assets	\$	149	\$ 154
Unrealized loss on short-term investments	\$	(62)	\$ 18

	Nine Months Ended September 30, 2022					
	Common Stock		Additional	Accumulated	Other	Total
			Paid-in		Comprehensive	Stockholders'
	Shares	Amount	Capital	Deficit	(Loss) Income	Equity
BALANCE - December 31, 2021	64,324,628	\$ —	\$ 294,230	\$ (181,898)	\$ (31)	\$ 112,301
Issuance of common shares from stock option exercises	826,540	—	979	—	—	979
Issuance of common shares from the employee stock purchase plan	165,347	—	858	—	—	858
Offering costs	—	—	(271)	—	—	(271)
Vesting of restricted stock units	136,777	—	—	—	—	—
Stock-based compensation	—	—	13,227	—	—	13,227
Foreign currency translation adjustments, net of tax	—	—	—	—	(97)	(97)
Net loss	—	—	—	(40,471)	—	(40,471)
BALANCE - September 30, 2022	<u>65,453,292</u>	<u>\$ —</u>	<u>\$ 309,023</u>	<u>\$ (222,369)</u>	<u>\$ (128)</u>	<u>\$ 86,526</u>

See accompanying notes to these unaudited condensed consolidated financial statements

5

**WEAVE COMMUNICATIONS, INC**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in thousands)  
(unaudited)

	Nine Months Ended September 30,	
	2023	2022
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (23,992)	\$ (40,471)



Adjustments to reconcile net loss to net cash provided by (used in) operating activities			
Depreciation and amortization	8,969		9,844
Amortization of operating right-of-use assets	2,857		2,742
Provision for losses on accounts receivable	846		458
Amortization of deferred contract costs	8,984		8,236
Loss on disposal of assets	12		10
Stock-based compensation	16,576		13,227
Net accretion of discounts on short-term investments	(2,008)		—
Changes in operating assets and liabilities:			
Accounts receivable	(1,263)		(1,052)
Deferred contract costs	(9,820)		(8,490)
Prepaid expenses and other assets	396		934
Accounts payable	989		(712)
Accrued liabilities	3,189		3,923
Operating lease liabilities	(2,766)		(1,688)
Deferred revenue	3,510		3,114
Net cash provided by (used in) operating activities	6,479		(9,925)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Maturities of short-term investments	43,900		—
Purchases of short-term investments	(45,735)		—
Proceeds from sale of assets	—		9
Purchases of property and equipment	(1,513)		(1,191)
Capitalized internal-use software costs	(1,370)		(1,003)
Net cash used in investing activities	(4,718)		(2,185)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Principal payments on finance leases	(5,666)		(6,694)
Proceeds from stock option exercises	11,353		979
Payments for taxes related to net share settlement of equity awards	(7,483)		—
Paid offering costs	—		(671)
Proceeds from the employee stock purchase plan	1,329		858
Net cash used in financing activities	(467)		(5,528)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,294		(17,638)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	61,997		135,996
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 63,291</u>	<u>\$</u>	<u>118,358</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the period for interest	\$ 1,485	\$	1,005
Cash paid during the period for income taxes	\$ 148	\$	82
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Equipment purchases financed with accounts payable	\$ —	\$	29
Finance lease liabilities arising from obtaining finance lease right-of-use assets	\$ 5,438	\$	4,659
Operating lease liabilities arising from obtaining operating lease right-of-use assets	\$ 154	\$	—
Accrued unpaid offering costs	\$ —	\$	271
Unrealized loss on short-term investments	\$ (35)	\$	—

See accompanying notes to these unaudited condensed consolidated financial statements



**WEAVE COMMUNICATIONS, INC**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in thousands)  
(unaudited)

**1. Description of the Business**

Weave Communications, Inc. (the and its wholly owned subsidiaries Weave Communications Canada, Inc. and Weave Communications India Private Limited (collectively, "Weave" or the "Company") sells subscriptions to Weave, its vertically tailored customer experience and payments software platform which for small- and medium-sized healthcare businesses. The Weave platform combines customer engagement, payments, and other operational software tools with voice over internet protocol ("VoIP") phone services. The Company was incorporated in the state of Delaware in October 2015 and its corporate headquarters are located in Lehi, UT.

**2. Basis of Presentation and Summary of Significant Accounting Policies**

***Basis of Presentation and Principles of Consolidation***

The unaudited condensed consolidated financial statements include the accounts of Weave Communications, Inc. and its wholly owned subsidiaries Weave Communications Canada, Inc. and Weave Communications India Private Limited (collectively, "Weave" or the "Company"). Intercompany accounts and transactions have been eliminated in consolidation. The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and applicable rules and regulations of the U.S. Securities and Exchange Commission ("SEC") regarding interim financial reporting. The year-end condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. Accordingly, these unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, filed with the SEC on March 13, 2024.

The accompanying interim condensed consolidated balance sheets, statements of operations, comprehensive loss, statements of stockholders' equity, statements of cash flows and accompanying notes are unaudited. These unaudited interim condensed consolidated financial statements have been prepared on a basis consistent with the annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial condition, its operations and cash flows for the periods presented. The historical results are not necessarily indicative of future results, and the results of operations are not necessarily indicative of the results to be expected for the full year or any other period.

***Segments***

The Company operates as one operating and reportable segment. The Company's chief operating decision maker ("CODM") evaluates reporting operations and financial information on a consolidated basis for the purposes of making operating decisions, assessing financial performance and allocating resources.

***Use of Estimates***

The preparation of the unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amount of sales and expenses during the reporting period. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates. Significant estimates included in the Company's financial statements include the valuation allowance against deferred tax assets, allowance for credit losses, recoverability of long-lived assets, fair value of stock-based

6

compensation, amortization period of deferred contract costs, the incremental borrowing rate used in determining the value of right-of-use assets and lease liabilities, and useful lives for depreciable assets.

***Cash and Cash Equivalents***

See accompanying notes to these unaudited condensed consolidated financial statements

7



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Cash consists of deposits in financial institutions. Cash equivalents consist of highly liquid investments in money market securities with an original maturity of 90 days or less. The fair value of cash equivalents approximated their carrying value as of September 30, 2023 and December 31, 2022. As of September 30, 2023 and December 31, 2022 the Company did not have any restricted cash.

#### **Liquidity and Capital Resources Risks**

The Company has incurred losses and, with the exception of the first three quarters of 2023, has generated negative cash flows from operations since inception. As of September 30, 2023, the Company had an accumulated deficit of \$255.6 million. The Company has partially funded its operations through cash flows generated by the sale of subscriptions to the Company's platform. In November 2021, the Company completed its initial public offering, which generated additional net proceeds of \$107.5 million. As of September 30, 2023, the Company had outstanding borrowings under its revolving line of credit of \$10.0 million and \$40.0 million in available borrowings.

The Company believes its existing cash, cash equivalents, short-term investments, borrowing capacity under its revolving line of credit, and cash flows provided by sales of product offerings will be sufficient to meet operating cash flow requirements for at least twelve months from the date of issuance of the September 30, 2023, unaudited condensed consolidated financial statements. As a result of the Company's growth plans, software and cloud-based phone system relies heavily on the Company may experience losses ability to integrate with customers' systems of record, including practice or client management systems. Less than five providers make up the majority of practice management systems maintained by dentists, optometrists, and negative cash flows from operations veterinarians in the future.

#### **Short-Term Investments**

The Company determines the appropriate classification of its investments at the United States. At this time, of purchase. As the Company views these securities as available to support current operations, it accounts for these debt securities as available-for-sale and classifies them as current assets on its consolidated balance sheets. These securities are recorded at estimated fair value. Unrealized gains and losses for available-for-sale securities are included in accumulated other comprehensive income (loss). The Company periodically evaluates its investments to assess whether those with unrealized loss positions are other-than-temporarily impaired. The Company considers impairments to be other than temporary if they are related to deterioration in credit risk or if it is more likely than not that the Company will sell the securities before the recovery of their cost basis. If the Company does not intend to anticipate loss of integration rights with any of these major providers. To mitigate the risk, the Company has developed a system-agnostic platform that, if needed, does not rely on an integration for functionality.

Financial instruments that potentially subject the Company to sell a security concentrations of credit risk consist principally of cash and it is not more likely than not that it will be required to sell cash equivalents. At times, the security before recovery, the unrealized loss is separated into an amount representing the credit loss, which is recognized in other income (expense), net, and Company's cash balances held at financial institutions may exceed the amount related insured by the Federal Deposit Insurance Corporation. The Company does not anticipate nonperformance by those institutions. The Company believes the financial institutions which hold its investments are financially sound, and accordingly are subject to all other factors, which is recorded in accumulated other comprehensive income (loss), minimal credit risk.

Realized gains No customers accounted for more than 10% of accounts receivable or total revenues as of and losses and declines in value judged to be other than temporary are determined based on the specific identification method and are reported in other income (expense), net in the consolidated statements of operations. Realized gains for the three and nine months ended September 30, 2023, were \$0.7 million and \$2.0 million, respectively.

#### **Advertising Expense**

Advertising costs are expensed as incurred. For the three months ended September 30, 2023 and 2022, March 31, 2024. To date, the Company recorded advertising expense of \$1.8 million and \$1.5 million, respectively, and \$5.6 million and \$4.9 million for the nine months ended September 30, 2023 and 2022, respectively. Advertising costs are included in sales and marketing expenses in the condensed consolidated statements of operations. has not experienced material losses related to non-payment by customers.

#### **Revenue Recognition**

The Company derives substantially all revenue from subscription services by providing customers access to its platform.



The Company recognizes revenue when control of these services is transferred to customers in an amount that reflects consideration to which the Company expects to be entitled in exchange for those services, net of tax. Revenue recognition is determined from the following steps:

- Identification of a contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations within the contract; and
- Recognition of revenue when, or as, performance obligations are satisfied.

The Company recognizes revenue as follows:

Subscriptions revenue (software and phone service) is generated from fees that provide customers access to one or more of the Company's software applications and related services. These arrangements generally have contractual terms of month-to-month. Arrangements with customers do not provide the customer with the right to take possession of the Company's software at any time. Instead, customers are granted continuous access to the services over the contractual period. The Company transfers control of services evenly over the contractual period. Accordingly, the consideration related to subscriptions is recognized over time on a straight-line basis over the contract term beginning on the date the Company's service is made available to the customer.

The Company also provides payment processing/collection services and receives a revenue share from a third-party payment facilitator on transactions between Weave customers that utilize the Weave payments platform and their end consumers. These payment transactions are generally for services rendered at customers' business location via credit card terminals, mobile devices using "tap-to-pay", or through several card-not-present modalities, including "text-to-pay" functionality. As the Company acts as

7

an agent in these arrangements, revenue from payments services is recorded net of transaction processing fees and revenue is recognized as the performance obligation is performed each time transactions are processed.

The Company offers remote installation services as part of the onboarding process, wherein the Company can install pre-configured applications on customer hardware, which allow remote access to Weave's cloud solution. Customers may also choose to engage directly with one of several preferred third-party providers to perform on-site installation services. The Company considers onboarding/installation a separate performance obligation, and recognizes revenue at the time the installation services are complete.

With the exception of payments services and installation revenue, customers are billed in advance and they may elect to be billed on a monthly or annual basis. The Company records contract liabilities to deferred revenue when cash payments are received, or billings are due in advance of revenue recognition from services. Deferred revenue is recognized as revenue when, or as, the performance obligations are satisfied. Software and phone service revenue is recognized net of discounts in the condensed consolidated statements of operations. The Company does not consider discounts variable consideration as they are stated on each agreement and not subject to contingencies or variability. The Company collects sales and communications taxes from its customers. In the statement of operations, amounts collected from taxes are excluded from the reported revenue amounts.

The Company elected to apply the practical expedient to not disclose the transaction price allocated to remaining performance obligations for contracts with a contract term of one year or less. As of September 30, 2023 March 31, 2024, approximately \$1.8 million \$0.7 million of revenue is expected to be recognized from remaining performance obligations for contracts with original performance obligations that exceed one year. As the right to invoice for this \$1.8 million \$0.7 million does not begin until October 2023, April 2024, this amount is not recorded in

9



deferred revenue as of September 30, 2023 March 31, 2024. The Company expects to recognize revenue on these remaining performance obligations over the next 104 months.

In addition to providing software and VoIP phone services, the Company provides phone hardware to its customers as part of the subscription. its subscription offering. The Company allows customers to include up to 5 phones without adjustment to the subscription base price. In such arrangements, the Company is deemed the lessor and the arrangement is an operating lease per guidance provided in ASC the Accounting Standards Codification ("ASC") 842. Title of the phones does not transfer to the customer at any point. If a customer were to cancel at any time, the phones are returned to the Company. For customers subscribed prior to August 2021, the Company allowed customers to include up to 10 phones without adjustment to the subscription base price and title of the phones transfers to the customer after 36 months of subscription have occurred. If a customer were to cancel at any time prior to completion of the 36-month period, the phones are returned to the Company. For each of the three months ended September 30, 2023 March 31, 2024 and 2022 2023 the Company recorded \$1.2 million and \$1.0 million, respectively, \$1.1 million in lease revenues associated with phone hardware. For the nine months ended September 30, 2023 and 2022 the Company recorded \$3.4 million and \$3.1 million, respectively, in lease revenues associated with the phone hardware.

As a lessor, future minimum lease payments may vary due to customer agreements being month-to-month and the fact that subscription payments are allocated based on the fair value of all services provided to the customer. With phones being deployed to customers for their useful life, residual value does not accrue to the benefit of the Company. Phones that are returned are refurbished and placed into service.

#### **Cash and Cash Equivalents**

Cash consists of deposits in financial institutions. Cash equivalents consist of highly liquid investments in money market securities with an original maturity of 90 days or less. The fair value of cash equivalents approximated their carrying value as of March 31, 2024 and December 31, 2023. As of March 31, 2024 and December 31, 2023 the Company did not have any restricted cash.

#### **Liquidity and Capital Resources**

8

The Company has incurred losses and, prior to 2023, generated negative cash flows from operations since inception. The Company also generated negative cash flows from operations for the three months ended March 31, 2024. As of March 31, 2024, the Company had an accumulated deficit of \$269.9 million. The Company has partially funded its operations through cash flows generated by the sales of its product offerings and, as of March 31, 2024, the Company had completed several rounds of equity financing as a private company with total net proceeds approximating \$159.0 million. In November 2021, the Company completed its initial public offering, which generated additional net proceeds of \$107.5 million. As of March 31, 2024, the Company had no outstanding borrowings under its revolving line of credit and \$50.0 million in available borrowings.

The Company believes its existing cash, cash equivalents, short-term investments, borrowing capacity under its revolving line of credit, and cash flows provided by sales of product offerings will be sufficient to meet operating cash flow requirements for at least twelve months from the date of issuance of the March 31, 2024, unaudited condensed consolidated financial statements. As a result of the Company's growth plans, the Company may experience losses and negative cash flows from operations in the future.

#### **Short-Term Investments**

The Company determines the appropriate classification of its investments at the time of purchase. As the Company views these securities as available to support current operations, it accounts for these debt securities as available-for-sale and classifies them as current assets on its consolidated balance sheets. These securities are recorded at estimated fair value. Unrealized gains and losses for available-for-sale securities are included in accumulated other comprehensive income (loss). The Company periodically evaluates its investments to assess whether those with unrealized loss positions are other-than-temporarily impaired. The Company considers impairments to be other than temporary if they are related to deterioration in credit risk or if it is more likely than not that the Company will sell the securities before the recovery of their cost basis. If the Company does not intend to sell a security and it is not more likely than not that it will be required to sell the security before recovery, the unrealized loss is separated into an amount representing the credit loss, which is recognized in other income (expense), net, and the amount related to all other factors, which is recorded in accumulated other comprehensive income (loss).

Realized gains and losses and declines in value judged to be other than temporary are determined based on the specific identification method and are reported in other income (expense), net in the condensed consolidated statements of operations. Realized gains for the three months ended March 31, 2024 and 2023, were \$0.6 million and \$0.7 million, respectively.

#### **Advertising Expense**

Advertising costs are expensed as incurred. For the three months ended March 31, 2024 and 2023, the Company recorded advertising expense of \$2.4 million and \$1.9 million, respectively. Advertising costs are included in sales and marketing expenses in the condensed consolidated statements of operations.

#### **Deferred Contract Costs**



In accordance with ASC-340, the Company capitalizes incremental costs of obtaining and fulfilling a contract, provided the Company expects to recover those costs. The capitalized amounts mainly consist of sales commissions paid to the Company's direct sales force. Capitalized costs also include:

- Commissions to sales management for achieving incremental sales quota;
- The associated payroll taxes and fringe benefit costs associated with the payments to the Company's employees;
- One-time commissions paid to partners; and

9

- One-time registration fees assessed by mobile carriers.

These costs are recorded as deferred contract acquisition and fulfillment costs, net on the consolidated balance sheet. Amortization of deferred contract acquisition costs related to commissions and the associated taxes and fringe benefit costs are included in sales and marketing expense. Deferred contract acquisition costs related to one-time commissions paid to partners are included in cost of revenue. Deferred contract fulfillment costs related to one-time registration fees paid to mobile carriers are included in cost of revenue. These expenses are amortized on a straight-line basis over the average period of consumer benefit, 3 three years. In arriving at this average period of benefit, the Company evaluated both qualitative and quantitative factors which included the anticipated customer life, historical customer life, and the useful life of the Company's product offerings.

Monthly commensurate revenue share fees paid to partners are expensed as incurred as their estimated period of benefit does not extend beyond 12 twelve months and, they therefore, fall under the practical expedient which allows these costs to be expensed as incurred.

#### **Accounting Pronouncements Adopted**

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of

10

whether or not the lease is effectively a financed purchase by the lessee. For all leases with a term greater than twelve months, the new standard also requires lessees to recognize a right-of-use ("ROU") asset and a corresponding lease liability on their consolidated balance sheets. Upon adoption, lessees must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements or they may record the amount in the year in which the ASU is adopted. The accounting applied by a lessor is largely unchanged from that applied under previous Topic 840. For example, the vast majority of operating leases should remain classified as operating leases, and lessors should continue to recognize lease income for those leases on a generally straight-line basis over the lease term.

On January 1, 2022, the Company adopted Topic 842 using the modified retrospective approach with the effective date as of the date of initial application. The Company elected the package of practical expedients permitted under the transition guidance, which allows an entity to carryforward certain conclusions for leases that commenced prior to the effective date, including the determination of whether an existing contract contains a lease, the classification of the lease, and the accounting for initial direct costs. In addition, the Company elected the practical expedient that allows lessees the option to account for lease and non lease components together as a single component for all classes of underlying assets. The Company performed evaluations of its contracts to ensure compliance with the new guidance of Topic 842.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost, and includes the Company's accounts receivable, certain financial instruments and contract assets. ASU 2016-13 results in more timely recognition of credit losses. The Company adopted Topic 326 as of January 1, 2023, which did not materially impact the unaudited condensed consolidated financial statements.

#### **Accounting Pronouncements Pending Adoption**



In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update No. 2023-07, “Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures” (“ASU 2023-07”), which expands annual and interim disclosure requirements for reportable segments, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 will be effective for annual periods beginning after December 15, 2023 and interim periods beginning after December 15, 2024 and should be adopted retrospectively. The Company is currently evaluating the impact of ASU 2023-07 on its related disclosures.

In December 2023, the FASB issued Accounting Standards Update No. 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures” (“ASU 2023-09”), which requires the disclosure of specific categories in the rate reconciliation and greater disaggregation for income taxes paid. ASU 2023-09 will be effective for annual periods beginning after December 15, 2024 and should be adopted prospectively with the option to be adopted retrospectively. The Company is currently evaluating the impact of ASU 2023-09 on its related disclosures.

As an “emerging growth company,” the Jumpstart Our Business Startups Act (the “JOBS Act”), allows the Company to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. The Company has elected to use the adoption dates applicable to private companies. As a result, the Company’s financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective date for new or revised accounting standards that are applicable to public companies.

3. Revenue

The Company accounts for revenue in accordance with Accounting Standards Codification (ASC) ASC Topic 606, *Revenue from Contracts With Customers* for all periods presented. See Note 2 for a description of the Company’s revenue recognition accounting policy.

Contract Balances

10

The Company recognized revenue that was included in the corresponding deferred revenue balance at the beginning of the period of \$18.1 million \$19.3 million and \$16.7 million for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$32.2 million and \$29.3 million for the nine months ended September 30, 2023 and 2022, 2023, respectively.

Deferred Contract Costs

As discussed in Note 2, the Company capitalizes incremental costs of obtaining and fulfilling a contract. Amortization expense related to these costs was \$3.0 3.3 million and \$2.8 3.0 million for the three months ended September 30, March 31, 2024 and 2023, and 2022, respectively, and \$9.0 million and \$8.2 million for the nine months ended September 30, 2023 and 2022, respectively.

11

Disaggregation of Revenues

Revenue has been disaggregated into recurring and non-recurring categories to identify revenue and costs of revenue that are one-time in nature from those that are term-based and renewable.

The table below outlines revenue for our recurring subscription (software and phone services) and payment processing services, as well as for our onboarding services, and phone hardware (in thousands) for the three and nine three months ended September 30, March 31, 2024 and 2023 and 2022:

Three Months Ended September 30,		Nine Months Ended September 30,	
2023	2022	2023	2022



		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Subscription and payment processing					
Subscription and payment processing					
Subscription and payment processing	Subscription and payment processing	\$ 41,601	\$ 34,943	\$ 118,989	\$ 100,431
Onboarding	Onboarding	757	278	2,408	859
Onboarding					
Onboarding					
Hardware (embedded lease)					
Hardware (embedded lease)					
Hardware (embedded lease)	Hardware (embedded lease)	1,186	1,009	3,379	3,142
Total revenue	Total revenue	\$ 43,544	\$ 36,230	\$ 124,776	\$ 104,432
Total revenue					
Total revenue					

#### 4. Fair Value Measurements

Financial instruments recorded at fair value in the financial statements are categorized as follows:

- Level 1: Observable inputs that reflect quoted prices for identical assets or liabilities in active markets.
- Level 2: Observable inputs, other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3: Unobservable inputs reflecting management's assumptions incorporated in valuation techniques used to determine fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

The following table summarizes the assets measured at fair value on a recurring basis by level within the fair value hierarchy as of **September 30, 2023** **March 31, 2024** (in thousands):

		Level			
		Level 1	Level 2	3	Total
Level 1		Level 1	Level 2	Level 3	Total
Cash equivalents	Cash equivalents				
Money market funds					
Money market funds					
Money market funds	Money market funds	\$49,909	\$ —	\$ —	\$ 49,909
Short-term investments	Short-term investments				
Short-term investments					
Short-term investments					
US government and agency securities					
US government and agency securities					



US government and agency securities	US government and agency securities	12,056	19,910	—	31,966
Commercial paper	Commercial paper	—	23,182	—	23,182
Total	Total	<u>\$61,965</u>	<u>\$43,092</u>	<u>\$—</u>	<u>\$105,057</u>

11

The following table summarizes the assets measured at fair value on a recurring basis by level within the fair value hierarchy as of **December 31, 2022** December 31, 2023 (in thousands):

12

		Level							
		Level 1	Level 2	3	Total				
		Level 1	Level 1	Level 2	Level 3	Total			
Cash equivalents	Cash equivalents								
Money market funds									
Money market funds									
Money market funds	Money market funds	\$41,213	\$—	\$—	\$41,213				
Commercial paper	Commercial paper	—	8,980	—	8,980				
Short-term investments	Short-term investments								
US government and agency securities	US government and agency securities	24,944	11,663	—	36,607				
US government and agency securities									
US government and agency securities									
Commercial paper	Commercial paper	—	14,733	—	14,733				
Total	Total	<u>\$66,157</u>	<u>\$35,376</u>	<u>\$—</u>	<u>\$101,533</u>				



The following tables summarize the Company's short-term investments on the consolidated balance sheets as of **September 30, 2023**, **March 31, 2024** and **December 31, 2022**, **December 31, 2023** (in thousands):

	September 30, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term investments				
US government and agency securities	\$ 31,989	\$ —	\$ (23)	\$ 31,966
Commercial paper	23,182	—	—	23,182
Total	<u>\$ 55,171</u>	<u>\$ —</u>	<u>\$ (23)</u>	<u>\$ 55,148</u>

	December 31, 2022			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term investments				
US government and agency securities	\$ 36,595	\$ 18	\$ (6)	\$ 36,607
Commercial paper	14,733	—	—	14,733
Total	<u>\$ 51,328</u>	<u>\$ 18</u>	<u>\$ (6)</u>	<u>\$ 51,340</u>

	March 31, 2024			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term investments				
US government and agency securities	\$ 37,640	\$ 8	\$ (26)	\$ 37,622
Commercial paper	14,094	5	(7)	14,092
Total	<u>\$ 51,734</u>	<u>\$ 13</u>	<u>\$ (33)</u>	<u>\$ 51,714</u>

	December 31, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Short-term investments				
US government and agency securities	\$ 36,568	\$ 48	\$ (7)	\$ 36,609
Commercial paper	21,477	11	(9)	21,479
Total	<u>\$ 58,045</u>	<u>\$ 59</u>	<u>\$ (16)</u>	<u>\$ 58,088</u>

The following tables summarize the Company's cash and cash equivalents on the consolidated balance sheets as of **September 30, 2023**, **March 31, 2024** and **December 31, 2022**, **December 31, 2023** (in thousands):

	September 30, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	\$ 13,382	\$ —	\$ —	\$ 13,382
Cash equivalents				
Money market funds	49,909	—	—	49,909
Total	<u>\$ 63,291</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 63,291</u>

	December 31, 2022			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	\$ 11,804	\$ —	\$ —	\$ 11,804
Cash equivalents				
Money market funds	41,213	—	—	41,213
Commercial paper	8,980	—	—	8,980
Total	<u>\$ 61,997</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 61,997</u>



	March 31, 2024			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	\$ 11,309	\$ —	\$ —	\$ 11,309
Cash equivalents				
Money market funds	19,300	—	—	19,300
Total	<u>\$ 30,609</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 30,609</u>

  

	December 31, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	\$ 15,381	\$ —	\$ —	\$ 15,381
Cash equivalents				
Money market funds	35,375	—	—	35,375
Commercial paper	—	—	—	—
Total	<u>\$ 50,756</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 50,756</u>

12

As of September 30, 2023 March 31, 2024, the weighted-average remaining contractual maturities of available-for-sale securities was approximately seven six months.

13

No available-for-sale securities held as of September 30, 2023 March 31, 2024 have been in a continuous unrealized loss position for more than 12 twelve months. As of September 30, 2023 March 31, 2024, unrealized losses on available-for-sale securities are not attributed to credit risk and are considered temporary. The Company believes it is more likely than not that investments in an unrealized loss position will be held until maturity or the cost basis of the investment will be recovered. The Company believes it has no other-than-temporary impairments on its securities as it does not intend to sell these securities and does not believe it is more likely than not that it will be required to sell these securities before the recovery of their amortized cost basis. To date, the Company has not recorded any impairment charges on securities related to other-than-temporary declines in fair value. The Company's cash equivalents and short-term investments are due within one year from the balance sheet date.

For the three and nine months ended September 30, 2023, March 31, 2024 and 2023, both unrealized holding gains and losses are were immaterial and the resulting net unrealized holding gain/loss has been was included in accumulated other comprehensive income. For the three and nine months ended September 30, 2022, there were no unrealized holding gains or losses recorded in accumulated other comprehensive income.

As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, the fair value of debt there was \$10.0 million and \$10.4 million, respectively (Level 2). no outstanding debt. The carrying amounts of certain financial instruments, including accounts receivable, accounts payable, and accrued liabilities approximate fair value due to their short-term maturities and are excluded from the fair value tables above.

## 5. Property and Equipment

Property and equipment consisted of the following for the periods presented (in thousands):



		September 30, 2023	December 31, 2022		
March 31, 2024		March 31, 2024		December 31, 2023	
Office equipment	Office equipment	\$ 5,634	\$ 5,146		
Office furniture	Office furniture	6,413	5,763		
Leasehold improvements	Leasehold improvements	2,624	2,615		
Fixed assets not placed in service	Fixed assets not placed in service	141	318		
Capitalized internal-use software	Capitalized internal-use software	6,199	4,828		
Payment terminals	Payment terminals	2,652	2,389		
Payment terminals					
Payment terminals					
Property and equipment, gross	Property and equipment, gross	23,663	21,059		
Less accumulated depreciation and amortization	Less accumulated depreciation and amortization	(13,414)	(10,286)		
Property and equipment, net	Property and equipment, net	\$ 10,249	\$ 10,773		

Depreciation and amortization expense on property and equipment (excluding amortization on operating ROU assets) was \$3.0 million for each of the three months ended March 31, 2024 and \$3.2 million 2023. Of this expense, \$1.8 million and \$1.9 million for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$9.0 million and \$9.8 million for the nine months ended September 30, 2023 and 2022, respectively. Of this expense, \$1.8 million and \$2.2 million for the three months ended September 30, 2023 and 2022, respectively, and \$5.6 million and \$7.0 million for the nine months ended September 30, 2023 and 2022, 2023, respectively, was related to phone hardware finance ROU assets (see also Note 7) and data center equipment which and has been included in cost of revenue in the condensed consolidated statements of operations. Note that these finance ROU assets were reported as "phone hardware" prior to January 1, 2022. Capitalized internal-use software amortization expense was \$0.3 million and \$0.2 million for each of the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$0.8 million and \$0.7 million for the nine months ended September 30, 2023 and 2022, 2023, respectively, which has been included in the cost of revenue in the statements of operations. Capitalized implementation amortization expense was \$0.1 million and zero for the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively, and \$0.1 million and \$0.1 million for the nine months ended September 30, 2023 and 2022, respectively, which has been included in operating expense in the condensed consolidated statements of operations.

## 6. Accrued Liabilities



Accrued liabilities consisted of the following for the periods presented (in thousands):

	September 30, 2023	December 31, 2022
Payroll-related accruals	\$ 11,722	\$ 8,747
Sales and telecom taxes	2,577	2,811
Employee stock purchase plan liability	368	570
Third-party commissions	478	456
Other	1,680	1,052
Total	\$ 16,825	\$ 13,636

13

	March 31, 2024	December 31, 2023
Payroll-related accruals	\$ 7,562	\$ 12,567
Sales and telecom taxes	3,035	2,953
Employee stock purchase plan liability	414	862
Third-party commissions	407	398
Other	2,519	1,711
Total	\$ 13,937	\$ 18,491

## 7. Leases

The Company has lease arrangements, both as a lessor and a lessee, and makes assumptions and judgments when assessing contracts for lease components, determining lease classifications, and calculating right-of-use asset and lease liability values. These assumptions and judgements may include the useful lives and fair values of the leased assets, the implicit rate underlying the Company's leases, the Company's incremental borrowing rate, or the Company's intent to exercise or not exercise options available in lease contracts.

Components of lease expense and other information for the periods presented are summarized as follows (in thousands, except terms and rates):

15

Three Months Ended September 30,		Nine Months Ended September 30,	
2023	2022	2023	2022
Three Months Ended March 31,			
Three Months Ended March 31,			
Three Months Ended March 31,			
2024			
2024			
2024			
Lease expense			
Lease expense			
Lease expense	Lease expense		
Finance lease expense:	Finance lease expense:		
Finance lease expense:			
Amortization of right-of-use assets			
Amortization of right-of-use assets			



Amortization of right-of-use assets	Amortization of right-of-use assets	\$	1,823	\$	2,048	\$	5,571	\$	6,467
Interest on lease liabilities	Interest on lease liabilities		290		237		851		667
Interest on lease liabilities									
Interest on lease liabilities									
Operating lease expense									
Operating lease expense									
Operating lease expense	Operating lease expense		1,423		1,417		4,268		4,252
Short-term lease expense	Short-term lease expense		2		3		13		21
Short-term lease expense									
Short-term lease expense									
Total lease expense									
Total lease expense									
Total lease expense	Total lease expense	\$	3,538	\$	3,705	\$	10,703	\$	11,407
Supplemental cash flow information	Supplemental cash flow information								
Supplemental cash flow information									
Finance leases:									
Finance leases:									
Finance leases:	Finance leases:								
Operating cash outflow from finance leases	Operating cash outflow from finance leases	\$	290	\$	237	\$	851	\$	667
Operating cash outflow from finance leases									
Operating cash outflow from finance leases									
Financing cash outflow from finance leases									
Financing cash outflow from finance leases									
Financing cash outflow from finance leases	Financing cash outflow from finance leases	\$	1,859	\$	2,234	\$	5,666	\$	6,694
Finance lease liabilities arising from obtaining finance lease right-of-use assets	Finance lease liabilities arising from obtaining finance lease right-of-use assets	\$	1,799	\$	1,335	\$	5,438	\$	4,659
Finance lease liabilities arising from obtaining finance lease right-of-use assets									
Finance lease liabilities arising from obtaining finance lease right-of-use assets									
Operating leases:									
Operating leases:									
Operating leases:									



Operating cash outflow from operating leases	Operating cash outflow from operating leases	\$	1,396	\$	1,214	\$	4,177	\$	3,197
Operating cash outflow from operating leases									
Operating cash outflow from operating leases									
Operating lease liabilities arising from obtaining operating lease right-of-use assets									
Operating lease liabilities arising from obtaining operating lease right-of-use assets									
Operating lease liabilities arising from obtaining operating lease right-of-use assets	Operating lease liabilities arising from obtaining operating lease right-of-use assets	\$	—	\$	—	\$	154	\$	—
Other information as of September 30, 2023									
Other information as of March 31, 2024									
Other information as of March 31, 2024									
Other information as of March 31, 2024									
Finance leases:									
Finance leases:									
Finance leases:	Finance leases:								
Weighted-average remaining lease term (years)	Weighted-average remaining lease term (years)		1.8						
Weighted-average remaining lease term (years)									
Weighted-average remaining lease term (years)									
Weighted-average discount rate									
Weighted-average discount rate									
Weighted-average discount rate	Weighted-average discount rate		9.9	%					
Operating leases:	Operating leases:								
Operating leases:									
Operating leases:									
Weighted-average remaining lease term (years)									
Weighted-average remaining lease term (years)									
Weighted-average remaining lease term (years)	Weighted-average remaining lease term (years)		9.3						
Weighted-average discount rate	Weighted-average discount rate		3.9	%					
Weighted-average discount rate									
Weighted-average discount rate									



## Operating leases

### The Company as the Lessee

The Company leases office space for its headquarters and advertising space under non-cancelable operating lease agreements. These leases have expirations ranging from January December 2024 to January

14

2023. Though the Company is considering renewal options on its leases nearing expiration, the Company has not recognized any renewal options as part of the current lease term as it is not reasonably certain that it will exercise its option as of September 30, 2023 March 31, 2024. The rates implicit in the Company's operating leases are not readily determinable. Thus, the Company uses its incremental borrowing rate to calculate the discount lease payments to present value of the lease liabilities, value. The incremental borrowing rate is the rate incurred to borrow on a collateralized basis, and is based on the Company's secured line of credit, which may be adjusted for the specific terms and collateral of the lease. The operating lease agreements do not contain any residual value guarantees or other restrictions or covenants that would cause the Company to incur additional significant financial obligations. These office space lease agreements contain non-lease components, which represent charges for common area maintenance, taxes and utilities. The Company has elected the practical expedient on not separating lease components from non-lease components.

16

The Company has other leases for office space with terms less than twelve months from contract inception and no options to purchase the underlying asset. These agreements are accounted for as short-term leases in accordance with ASC 842-20-25-2.

Total rent expense for office space leases was \$1.4 million for each of the three months ended September 30, 2023 March 31, 2024 and 2022, 2023 and \$4.2 million for each is reported gross of the nine months ended September 30, 2023 and 2022. sublease income received.

Future maturities of remaining lease payments included in the measurement of operating lease liabilities as of September 30, 2023 March 31, 2024 are as follows (in thousands):

Years ending December 31,			
Remaining 2023		\$	1,396
2024			5,574
Remaining 2024			
2025	2025		5,701
2026	2026		5,843
2027	2027		5,989
2028			
Thereafter	Thereafter		32,834
Total	Total		57,337
Less imputed interest			(9,488)
Less: imputed interest			



Present	Present	
value of	value of	
operating	operating	
lease	lease	
obligations	obligations	\$47,849

The Company as the Lessor

As discussed in the Revenue Recognition accounting policy, the Company provides varying quantities of phone hardware to customers without adjustments to the base subscription price. The Company is deemed a lessor in these arrangements. For each of the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, the Company recorded lease revenues associated with phone hardware of \$1.2 million and \$1.0 million, respectively. For the nine months ended September 30, 2023 and 2022 the Company recorded lease revenues associated with phone hardware of \$3.4 million and \$3.1 million, respectively, \$1.1 million.

In April 2023, the Company entered into a Sublease Agreement for the fourth floor of the office space currently occupied by the Company in Lehi, Utah. During the three and nine months ended September 30, 2023 March 31, 2024, the Company recorded sublease revenues associated with this agreement of \$0.2 million. These revenues are included in other income (expense) on the Condensed Consolidated Statement condensed consolidated statement of Operations, operations.

Finance leases

The Company is the lessee in all of its finance lease arrangements. The Company finances its purchases of phone hardware through lease agreements classified as finance leases. As of September 30, 2023 March 31, 2024 the Company had 102 99 executed and active lease agreements, respectively, for phone hardware. These agreements require monthly payments ranging from approximately \$72 \$55 to \$31,892 \$22,632 and have maturity dates ranging from October 2023 April 2024 to September 2026. March 2027. As of September 30, 2023 March 31, 2024, the gross value of phone hardware acquired under these finance leases approximated \$21.3 million \$21.2 million. Amortization expense on finance-leased phone hardware was \$1.8 million and \$2.0 million \$1.9 million for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$5.6 million and \$6.5 million for the nine months ended September 30, 2023 and 2022, 2023, respectively, which is included in the depreciation expense referenced in Note 5.

15

Future minimum lease payments for the Company's finance leases as of September 30, 2023 March 31, 2024 were as follows (in thousands):

17

Years ending December 31,			
Remaining 2023		\$	2,207
2024			6,739
Remaining			
2024			
2025	2025	3,906	
2026	2026	1,393	
2027	2027	—	
2028			
Thereafter	Thereafter	—	
Total	Total	14,245	



Less amounts representing interest	(1,484)
Less: amounts representing interest	
Present value of finance lease obligations	Present value of finance lease obligations \$ 12,761

8. Income Taxes

The Company computes its year-to-date provision for income taxes by applying the estimated annual effective tax rate to year-to-date pretax income or loss and adjusts the provision for discrete tax items recorded in the period. The Company reported provision for income taxes of \$79.0\$14.1 thousand and \$30.9\$19.9 thousand for the September 30, 2023March 31, 2024 and 2022, respectively, and \$148.3 thousand and \$82.0 thousand for the nine months ended September 30, 2023 and 2022, 2023, respectively, which resulted in an effective tax rate of (1.1) (0.2)% and (0.3)%, for the three months ended September 30, 2023March 31, 2024 and 2022, respectively, and an effective tax rate of (0.6)% and (0.2)% for the nine months ended September 30, 2023 and 2022, 2023, respectively. The provision for income taxes varied from the tax computed at the U.S. federal statutory income tax rate of 21% for the periods presented primarily due to changes in the Company's valuation allowance, state and foreign taxes, and the tax effects of stock-based compensation.

The Company is subject to income tax in the U.S. as well as other tax jurisdictions in which the Company operates. The Company's U.S. operations have resulted in losses, and as such, the Company maintains a valuation allowance against all U.S. deferred tax assets. While the Company believes its current valuation allowance is appropriate, the Company assesses the need for an adjustment to the valuation allowance on a quarterly basis. The assessment is based on all available positive and negative evidence including past results of operations, forecasted earnings, tax planning strategies, and all sources of future taxable income. In the event the Company determines that it will be able to realize all or part of its net deferred tax assets in the future, all or part of the valuation allowance will be released in the period in which the Company makes such determination. The release of all or part of the valuation allowance against deferred tax assets may cause greater volatility in the effective tax rate in the periods in which it is released.

9. Long-Term Debt

In August 2021, the Company established a revolving line of credit with Silicon Valley Bank with allowing for total borrowing capacity up to \$50.0 million, subject to reduction should the Company fail to meet certain expectationsmetrics for recurring revenue and customer retention (the "August 2021 Agreement"). The line of credit, as amended, matures in August 2025. Amounts outstanding on the line will accrue interest at the greater of prime rate plus 0.25% and 3.50%. The Company is required to pay an annual fee of \$0.1 million beginning on the effective date of the August 2021 Agreement, and continuing on the anniversary of the effective date as well as a quarterly unused line fee of 0.15% per annum of the available borrowing amount should the outstanding principal balance drop below \$10.0 million (calculated based on the number of days and based on the average available borrowing amount). The line of credit is collateralized by substantially all of our assets. The August 2021 Agreement, requires as amended in March 2024, includes financial covenants requiring that, at any time, if total unrestricted cash and cash equivalents held at Silicon Valley Bank plus short-term investments managed by Silicon Valley Bank is less than \$100.0 million, the Company must at all times thereafter maintain a consolidated minimum \$20.0 million in liquidity, meaning unencumbered cash and short-term investments plus available borrowing on the line of credit, and the Company must meet specified minimum levels of EBITDA, as adjusted for stock-based

compensation and changes in its deferred revenue. The Company was in compliance with all debt covenants for the three months ended March 31, 2024 and the year ended December 31, 2022, and for the nine months ended September 30, 2023December 31, 2023. As of September 30, 2023March 31, 2024, the total outstanding balance on the line of credit



was \$10.0 million. zero. In April 2023, March 2024, the Company amended the revolving line of credit agreement with Silicon Valley Bank, now a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("SVB"), which amended certain terms of the August 2021 Agreement, including but not limited to, (i) extending the maturity date from August 2023 to August 2025 and (ii) setting EBITDA financial covenants of the Company for the 2023 2024 fiscal year. The balance is reflected as a long-term liability on the balance sheet as of September 30, 2023.

## 10. Stockholders' Equity

### Stock-Based Compensation Expense

Stock-based compensation expense, consisting of service-based expense related to the equity incentive plan, including expense from stock options and restricted stock units, and the employee stock purchase plan, as well as expenses related to secondary sales of shares of Company common stock, was classified as follows in the accompanying condensed consolidated statements of operations for each of the periods presented (in thousands):

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Three Months Ended March 31,					
Three Months Ended March 31,					
Three Months Ended March 31,					
2024					
2024					
2024					
Cost of revenue					
Cost of revenue					
Cost of revenue	Cost of revenue	\$ 258	\$ 190	\$ 722	\$ 514
Sales and marketing	Sales and marketing	1,274	844	3,457	2,331
Sales and marketing					
Sales and marketing					
Research and development					
Research and development					
Research and development	Research and development	1,474	1,292	3,727	2,922
General and administrative	General and administrative	3,181	2,996	8,670	7,460
General and administrative					
General and administrative					
Total	Total	\$ 6,187	\$ 5,322	\$ 16,576	\$ 13,227
Total					
Total					

### Equity Incentive Plan

During 2016, the Company adopted the 2015 Equity Incentive Plan (the "2015 EIP") under which common stock options could be issued for employee awards, and the Company began issuing stock options under this plan in 2016.

In November 2021, in connection with the initial public offering ("IPO"), the Company adopted the 2021 Equity Incentive Plan (the "2021 EIP" and, together with the 2015 EIP, the "EIP") under which the Company could issue stock options or restricted stock units ("RSUs") as awards. Upon adoption of the 2021 EIP, the 2015 EIP plan was terminated. All options issued and outstanding or in addition to shares remaining available for issuance under a prior plan and shares subject to awards under the 2015 prior plan that may return to EIP were absorbed into the 2021 EIP. Along with the absorbed 2015 EIP options, the Company reserved an additional 9.0 million shares of common stock for future issuance under the 2021 EIP, with scheduled annual increases to the reserve for amounts to be determined by the Board, board of directors of the Company (the "Board"), subject to a maximum amount. In the first quarter of 2024 and 2023, and 2022, respectively, the board Board reserved an additional 3.3 million 3.5 million and 3.2 million 3.3 million common shares, respectively, for future issuance under the 2021 EIP.

In March 2023, the Company adopted the 2022 Inducement Equity Incentive Plan and reserved an additional 7.0 million shares of common stock for future issuance.



Stock-based compensation expense related to the EIP was \$6.0 million \$6.6 million and \$5.2 4.4 million for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$16.1 million and \$12.9 million for the nine months ended September 30, 2023 and 2022, 2023, respectively.

Stock Options

Most options have a four-year vesting schedule with a one-year cliff and are classified as incentive stock options ("ISOs"). Some options have been granted in lieu of bonuses and have expedited two- or three-year vesting schedules. All awards vest based on service conditions.

Options with accelerated vesting clauses, should there be a change in Company control, were 632,700 333,998 and 2,051,350 1,843,763 as of September 30, 2023 March 31, 2024 and 2022, 2023, respectively.

19

Unrecognized stock-based compensation expense related to outstanding stock options as of September 30, 2023 March 31, 2024 and 2022 2023 was \$5.4 2.6 million and \$10.9 million \$7.5 million, respectively. Stock-based compensation expense is recognized on a straight-line basis over the remaining weighted-average vesting periods. As of September 30, 2023 March 31, 2024 and 2022 2023 the weighted-average vesting periods approximated 1.40 1.02 years and 2.06 1.30 years, respectively.

Stock option activity was as follows:

	Weighted Average			
	Number of Options	Weighted Average Exercise	Remaining Contractual Life	Aggregate Intrinsic Value
		Price	(years)	(in thousands)
Outstanding as of December 31, 2022	4,185,876	\$ 6.32	5.03	\$ 3,470
Exercisable as of December 31, 2022	3,060,997	\$ 6.47	3.87	\$ 3,286
Granted	—	\$ —		
Exercised	(41,175)	\$ 1.76		
Forfeited and expired	(230,775)	\$ 6.16		
Outstanding as of March 31, 2023	3,913,926	\$ 6.38	4.38	\$ 3,928
Exercisable as of March 31, 2023	3,101,573	\$ 6.43	3.42	\$ 3,744
		Weighted Average Exercise	Remaining Contractual Life	Aggregate Intrinsic Value
Granted	Number of Options —	Price —	(years)	(in thousands)
Outstanding as of December 31, 2023	4,949,335	\$ 4.97	5.96	\$ 13,165
Exercised	(508,936)	\$ 14.98		
Forfeited and expired	(229,536)	\$ 5.62	5.62	\$ 11,320
Outstanding as of June 30, 2023	3,383,654	\$ 6.28	4.68	\$ 16,411
Granted	—	\$ —		
Exercisable as of June 30, 2023	2,698,899	\$ 6.28	3.89	\$ 13,104
Exercised	(60,548)	\$ 4.80		
Forfeited and expired	(2,075)	\$ 5.81		
Granted				
Outstanding as of March 31, 2024	4,178,112	\$ 4.49	5.71	\$ 12,768
Exercised	(1,778,112)	\$ 12.84		
Forfeited and expired	(495,914)	\$ 5.44	5.44	\$ 11,348
Granted				
Outstanding as of September 30, 2023	2,187,629	\$ 4.69	6.45	\$ 7,565
The aggregate intrinsic value of options exercised was \$1.5 million \$0.5 million for the three months ended September 30, 2023 March 31, 2024. The intrinsic value represents the excess of the estimated fair value of the Company's common stock on the date of exercise over the exercise price of each option.				
Exercisable as of September 30, 2023	1,619,815	\$ 11.10	6.04	\$ 6,566

17

Stock-based compensation expense is measured at the grant date based on the estimated fair value of the award. The fair value of the awards is fixed at grant date and amortized over the remaining service period. The Company uses the Black-Scholes model to estimate the value of its stock options issued under the EIP. Prior to the IPO, the common stock fair values used in the models were based on the most recent 409(a) valuation as of the option grant date. Management reviews option grants and determines whether further valuation adjustments are appropriate based on recent company performance and/or changes in market conditions. The volatility assumed in the estimate was based on publicly traded companies in the same industry and considers the expected term calculated by the Company. The expected term of the options was derived from a simplified method which estimates the term based on an averaging of the vesting period and contractual term of the option grant. The risk-free rate utilized was the average of the five- and seven-year U.S. Treasury yields as the estimated expected term for options approximates 6 years. The Company has no plans to declare dividends in the foreseeable future.



### Restricted Stock Units

RSUs granted under the Plan vest and settle upon the satisfaction of a service-based condition. The service based condition for these awards is generally satisfied over three or four years. A total of 76,320 30,210 RSUs have a four-year vesting schedule with 25% cliff vesting one year from grant date and the remaining 75% vesting monthly over the remaining three years. A total of 59,362 39,575 RSUs issued to non-

20

employee non-employee directors have a three-year vesting schedule, with 33% vesting one year from the grant date and the remaining 67% vesting annually over the remaining two years. A total of 146,136 RSUs issued to non-employee directors have a one-year vesting schedule, with 100% vesting on the earlier of one year from the grant date or the annual meeting of stockholders. The remaining RSUs that have been issued have a three-year vesting schedule with 33% vesting one year from grant date and the remaining 67% vesting quarterly over the remaining two years.

As of September 30, 2023 March 31, 2024, there was \$45.2 \$56.0 million of unrecognized stock-based compensation expense related to outstanding RSUs which is expected to be recognized over a weighted-average period of 2.2 2.3 years.

Restricted Stock Unit RSU activity was as follows:

	Number of Shares	Weighted Average Grant	
		Date	Fair Value
Outstanding as of December 31, 2022	8,278,361	\$	5.51
Granted	57,137	\$	5.38
Vested	(586,640)	\$	6.43
Canceled	(291,799)	\$	5.77
Outstanding as of March 31, 2023	7,457,059	\$	5.42
Granted	2,553,295	\$	5.27
Vested	(1,046,426)	\$	5.67
Canceled	(149,850)	\$	5.68
Outstanding as of June 30, 2023	8,814,078	\$	5.36
Granted	1,187,746	\$	8.69
Vested	(1,148,942)	\$	5.40
Canceled	(57,453)	\$	5.41
Outstanding as of September 30, 2023	8,795,429	\$	5.81

	Number of Shares	Weighted Average Grant	
		Date	Fair Value
Outstanding as of December 31, 2023	7,504,848	\$	5.98
Granted	2,068,200	\$	11.64
Vested	(1,205,838)	\$	5.28

18



Canceled	(81,064)	\$	6.78
Outstanding as of March 31, 2024	8,286,146	\$	7.48

The total fair value of RSUs that vested during the three and nine months ended September 30, 2023, March 31, 2024 was \$6.2 million and \$15.9 million, respectively, \$6.4 million. A portion of these RSUs were net-settled such that the Company withheld shares with a value equivalent to the employees' obligation for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. During the three and nine months ended September 30, 2023 March 31, 2024, the Company withheld 464,843 and 998,356 516,331 shares, respectively, which was based on the value of the RSUs on their respective vesting dates as determined by the Company's closing stock price. Total payments for the employees' tax obligations to taxing authorities was \$4.8 million \$6.1 million for the three months ended September 30, 2023 March 31, 2024 and \$7.5 million \$0.8 million for the nine three months ended September 30, 2023 March 31, 2023. Prior to 2023, the Company had not net-settled vesting RSUs.

#### Employee Stock Purchase Plan

In October 2021, the Company adopted the Employee Stock Purchase Plan ("ESPP") in which eligible employees may contribute up to 50% of their base compensation to purchase shares of common stock at a price equal to 85% of the lower of (1) the fair market value of a share of the Company's common stock at the beginning of the offering period and (2) the fair market value of a share of the Company's common stock on the purchase date. No participant may purchase more than 2,500 shares during any offering period. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, 2,600,637 3,301,800 and 1,943,246 2,600,637 shares were reserved for issuance, and 457,593 571,552 and 165,347 457,593 shares, respectively, of common stock had been issued under the ESPP. The number of shares available for issuance under the ESPP may be increased on the first day of each fiscal year by an amount to be determined by the board Board. In the first quarter of directors. 2024, the Board reserved an additional 0.7 million common shares for issuance under the ESPP.

21

Except for the initial offering period, the The 2021 ESPP provides for six-month offering periods beginning February 16 and August 16 of each year, and the last day of each offering period is the purchase date for that period. The initial offering period began on December 1, 2021 and ended on August 15, 2022 and consists of one purchase period, which is the last day of the offering period.

During each of the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, the Company recognized \$0.2 million of stock-based compensation expense related to the ESPP, and during the nine months ended September 30, 2023 and 2022, the Company recognized \$0.5 million and \$0.4 million of stock-based compensation expense related to the ESPP, respectively, ESPP. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, \$0.4 million and \$0.6 \$0.9 million in accrued ESPP employee payroll contributions are included within accrued liabilities on the consolidated balance sheets, respectively. As of September 30, 2023 March 31, 2024, total unrecognized compensation costs related to the ESPP was \$0.3 million, which will be amortized over the remaining offering period through February 15, 2024 August 15, 2024.

#### Repurchase of Common Shares

No share repurchases took place during the three and nine months ended September 30, 2023 and 2022.

#### 11. Related Party Transactions

There were no related-party transactions during the three and nine months ended September 30, 2023 March 31, 2024 and 2022, 2023.

#### 12. Commitments and Contingencies

##### Legal Matters

As of September 30, 2023 March 31, 2024, and through the issuance date of these condensed consolidated financial statements, the Company is not involved in any legal proceedings the outcomes of which are anticipated to significantly impact the Company's financial condition, results of operations, or liquidity.

##### Indemnification

The Company enters into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, the Company indemnifies, holds harmless and agrees to reimburse the indemnified parties for losses suffered or incurred by the indemnified party, in connection with any trade secret, copyright, patent or



other intellectual property infringement claims brought by any third-party against such indemnified party with respect to licensed technology. The term of these indemnification agreements is generally perpetual any time after the execution of the agreement. The maximum potential

amount of future payments the Company could be required to make under these agreements is not determinable because it involves claims that may be made against the Company in the future but have not yet been made. To date, the Company has not incurred costs to defend lawsuits or settle claims related to these indemnification agreements.

The Company has entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct of the individual. No liability associated with such indemnifications has been recorded as of March 31, 2024.

13. Net Loss Per Share

The following tables present the calculation of basic and diluted net loss per share for the three and nine months ended September 30, 2023, March 31, 2024 and 2022 (in thousands, except share and per share amounts):

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Three Months Ended March 31,					
Three Months Ended March 31,					
Three Months Ended March 31,					
2024					
2024					
2024					
Numerator:	Numerator:				
Numerator:					
Numerator:					
Net loss					
Net loss					
Net loss	Net loss	\$ (7,145)	\$ (11,818)	\$ (23,992)	\$ (40,471)
Denominator:	Denominator:				
Denominator:					
Denominator:					
Weighted-average common shares outstanding - basic and diluted					
Weighted-average common shares outstanding - basic and diluted					



Weighted-average common shares outstanding - basic and diluted	Weighted-average common shares outstanding - basic and diluted	68,213,250	65,143,929	67,014,127	64,898,948
Net loss per share	Net loss per share				
Net loss per share					
Net loss per share					
Net loss per share, basic and diluted	Net loss per share, basic and diluted	\$ (0.10)	\$ (0.18)	\$ (0.36)	\$ (0.62)
Net loss per share, basic and diluted					
Net loss per share, basic and diluted					

The following outstanding potential common shares were excluded from the computation of diluted net loss per share as of the end of the periods presented because their inclusion would have been antidilutive:

		September 30, 2023	September 30, 2022
		March 31, 2024	
		March 31, 2024	
		March 31, 2024	
Options to purchase common stock			
Options to purchase common stock			
Options to purchase common stock	Options to purchase common stock	2,187,629	4,464,125
Number of shares issuable from ESPP	Number of shares issuable from ESPP	159,929	229,488
Number of shares issuable from ESPP			
Number of shares issuable from ESPP			
Restricted stock units			
Restricted stock units			
Restricted stock units	Restricted stock units	8,795,429	7,184,995
Total	Total	11,142,987	11,878,608
Total			
Total			

23 20

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion of our financial condition and results of operations in conjunction with the financial statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Readers are cautioned that these forward-looking statements are subject to risks, uncertainties, and assumptions that are difficult to predict, including those identified below, under Part II, Item 1A. "Risk Factors," and elsewhere herein. Therefore, our actual results could differ materially from those discussed in the forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.

In this Quarterly Report on Form 10-Q, unless otherwise specified or the context otherwise requires, "Weave," the "Company," "we," "us," and "our" refer to Weave Communications, Inc. and its consolidated subsidiaries.



## Overview

Weave provides small- and medium-sized healthcare businesses (“SMBs”) with a single, vertically-tailored customer experience and payments software platform, helping them unify, modernize, and personalize every interaction with their patients and clients. Our customers are experts in their fields of care. Weave helps them run their practice more effectively by unifying a patchwork of point solutions into a single platform that helps them attract, engage, and retain their patients. Our platform includes **texting, messaging, reviews, payments**, online scheduling, appointment reminders, digital forms, email marketing, insurance verification, physical and softphones, and more. Weave enables SMBs to offer flexible payment options including payment via text, email, online bill pay, terminals, and mobile tap-to-pay. Weave empowers healthcare practitioners and their office staff to focus on patient care and minimize time and effort spent on manual and mundane operational tasks.

The majority of our customers are dental, optometry, **veterinary** and **veterinary other medical specialty** practices, and through investment in our product development and integrations we are expanding our platform services to support several additional specialized medical verticals.

## Supplemental Financial Information — Disaggregated Revenue and Cost of Revenue

To supplement our discussion of our consolidated results of operations, we have separated our revenue and cost of revenue into recurring and non-recurring categories to disaggregate revenue and costs of revenue that are one-time in nature from those that are term-based and renewable.

We generate revenue primarily from recurring subscription fees charged to access our platform, which also include recurring hardware fees. These recurring revenues accounted for 92% and 95% of our revenue for **each of** the three months ended **September 30, 2023** **March 31, 2024** and **2022**, respectively, and 92% and 95% for the **nine months ended September 30, 2023 and 2022, 2023**, respectively. In addition, we provide recurring payment processing services through Weave Payments and derive revenue **on from** transactions between our customers that utilize Weave Payments and their end consumers.

We also derive revenue associated with non-recurring installation fees for onboarding customers and from embedded leases on phone hardware. We utilize our onboarding services and phone hardware as customer acquisition tools and price them competitively to lower the barriers to entry for new customers adopting our platform. As a result, the variable cost associated with providing phone hardware and onboarding assistance has historically exceeded the related revenue, resulting in negative gross profit for each. The revenue and related costs associated with onboarding new customers are typically non-recurring and are primarily associated with the initial setup of a customer’s software and phone system. Revenue on phone hardware provided to our customers, deemed embedded lease revenue, is recognized over the related subscription period. The associated costs, which primarily represent depreciation expense on phones financed under finance lease arrangements, are incurred over the useful

24 21

lives of the **phones, phone hardware**. We consider the net costs of onboarding and hardware, in addition to our sales and marketing activities, to be core elements of our customer acquisition approach.

The table below sets forth **our the** revenue and associated cost of revenue for our recurring subscription and payment processing services, as well as for our onboarding services and phone hardware:

		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
	Three Months Ended September 30,		Nine Months Ended September 30,		
	(dollars in thousands)				
	2023	2022	2023	2022	
	(dollars in thousands)				
	(dollars in thousands)				
	(dollars in thousands)				
Subscription and payment processing:	Subscription and payment processing:				
Revenue	Revenue	\$ 41,601	\$ 34,943	\$ 118,989	
				\$ 100,431	



Revenue									
Revenue									
Cost of revenue									
Cost of revenue									
Cost of revenue	Cost of revenue		(9,486)		(8,544)		(27,973)		(26,374)
Gross profit	Gross profit	\$	32,115	\$	26,399	\$	91,016	\$	74,057
Gross profit									
Gross profit									
Gross margin									
Gross margin									
Gross margin	Gross margin		77	%	76	%	76	%	74
Onboarding:	Onboarding:								
Onboarding:									
Onboarding:									
Revenue									
Revenue									
Revenue	Revenue	\$	757	\$	278	\$	2,408	\$	859
Cost of revenue	Cost of revenue		(2,295)		(2,431)		(6,688)		(7,519)
Cost of revenue									
Cost of revenue									
Gross profit	Gross profit	\$	(1,538)	\$	(2,153)	\$	(4,280)	\$	(6,660)
Gross profit									
Gross profit									
Gross margin									
Gross margin									
Gross margin	Gross margin		(203)	%	(774)	%	(178)	%	(775)
Hardware:	Hardware:								
Hardware:									
Hardware:									
Revenue									
Revenue									
Revenue	Revenue	\$	1,186	\$	1,009	\$	3,379	\$	3,142
Cost of revenue <sup>(1)</sup>	Cost of revenue <sup>(1)</sup>		(1,828)		(2,048)		(5,605)		(6,632)
Cost of revenue <sup>(1)</sup>									
Cost of revenue <sup>(1)</sup>									
Gross profit <sup>(1)</sup>									
Gross profit <sup>(1)</sup>									
Gross profit <sup>(1)</sup>	Gross profit <sup>(1)</sup>	\$	(642)	\$	(1,039)	\$	(2,226)	\$	(3,490)
Gross margin	Gross margin		(54)	%	(103)	%	(66)	%	(111)
Gross margin									
Gross margin									

(1) Cost of revenue related to hardware represents depreciation of phone hardware over a 3-year useful life.

Factors Affecting Our Performance

Our historical financial performance has been, and we expect our financial performance in the future to be, driven by our ability to attract new customers, retain and expand within our customer base, add new products, and expand into new industry verticals.

Attract New Customers



Our ability to attract new customers is dependent upon a number of factors, including the effectiveness of our pricing and products, the sum total of the features and pricing of the alternative point solution patchwork, the effectiveness of our marketing efforts, the effectiveness of our channel partners in selling and marketing our platform, and the growth of the market for a customer experience and payments software platform. Sustaining our growth requires continued adoption of our platform by new customers. We aim to add new customers through a combination of unpaid channels, such as recommendations and word of mouth, and paid channels, such as digital marketing, direct mail, professional events, brand marketing, and our teams of sales representatives. Historically, our go-to-market strategy focused on increasing the number of locations with most of our customers having a single location; however, we have introduced now provide multi-office functionality to on our platform to allow us to better service organizations with multiple locations. In addition to pursuing continued customer growth among small businesses, we intend to pursue opportunities to expand our customer base among medium-sized businesses with a particular focus on our core specialty healthcare verticals. Our ability to expand among medium-sized businesses will depend upon our ability to successfully sell our platform to multi-location organizations and effectively retain them.

25 22

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### ***Retain and Expand Within Our Customer Base***

Our ability to retain and increase revenue within our existing customer base is dependent upon a number of factors, including customer satisfaction with our platform and support, the sum total of the features and pricing of the alternative point solution patchwork, our ability to effectively enhance our platform by developing new applications and features and addressing additional use cases, and our ability to leverage and scale our core sales efforts and marketing capabilities to increase our penetration into our core specialty healthcare verticals. The deployment of the Weave phone system as part of the platform at each of our customers increases stickiness and customer loyalty. Historically, our subscriptions have provided our new customers with immediate access to the majority of our products and functionality. However, we have added additional add-on products in recent years, such as Weave Payments, which we are increasingly successful at cross-selling to our customer base. We intend to continue to invest in enhancing awareness of our platform, creating additional use cases, and developing more products, features and functionality.

Customer retention also impacts our future financial performance given its potential to drive improved gross margin. The initial onboarding costs as well as the cost of hardware, which is depreciated over three years, represent substantial cost of revenue elements during the first few years of a customer's life. We believe our disaggregated revenue and cost of revenue financial data, particularly our subscription and payment processing gross margin, provide insight into the impact of customer retention on overall gross margin improvement. Our subscription and payment processing gross margin was 77% and 76% for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and 76% and 74% for the nine months ended September 30, 2023 and 2022, 2023, respectively.

### ***Add New Products***

We continue to add new products and functionality to our platform, broadening our use cases and applicability for different customers. Our ability to cohesively deliver a deep product suite with as little friction as possible to customers is a key determinant of winning new customers. In short, our ability to add new SMB customers is dependent on the features and functionality we add to our platform for small businesses, particularly in our core specialty healthcare verticals. The depth of our platform's functionality is dependent upon both our internally-developed technology and our platform partnerships and integrations. We expect our future success in winning new clients to be partially driven by our ability to continue to develop and deliver new, innovative products to SMBs in a timely manner.

### ***Expand to New Industry Verticals***

We believe we have built a flexible platform that encompasses the majority of the functionality needed for customer experience and engagement across industry verticals, and we have developed a repeatable playbook for assessing new industry verticals. Entering a new industry vertical includes establishing key partnerships as well as identifying, evaluating, developing, and launching a platform solution with vertical-specific functionality that is integrated with the primary systems of record in that vertical. We started in dental and have since successfully expanded to optometry and veterinary, among other areas. While we are focused on continued growth within our core specialty healthcare verticals and adjacent healthcare markets, we continue to evaluate additional expansion opportunities.

### **Key Business Metrics**

In addition to our financial information that is presented in accordance with the generally accepted accounting principles in the United States ("U.S. GAAP"), we review several operating and financial metrics, including the following key metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans and make strategic decisions.

26 23



		September 30, 2023 2022					
		March 31, 2024				March 31, 2024 2023	
Dollar-based net retention rate	Dollar-based net retention rate	95 %	101 %	Dollar-based net retention rate		96 %	97 %
Dollar-based gross retention rate	Dollar-based gross retention rate	92 %	94 %	Dollar-based gross retention rate		92 %	93 %

#### Dollar-Based Net Retention Rate

We believe our dollar-based net retention rate or NRR, ("NRR") provides insight into our ability to retain and grow revenue from our customer locations, as well as their potential long-term value to us. For retention rate calculations, we use adjusted monthly revenue or AMR, ("AMR"), which is calculated for each location as the sum of (i) the subscription component of revenue for each month and (ii) the average of the trailing-three-month recurring payments revenue. Since payments revenue represents the revenue we recognize on payment processing volume, which is reported net of transaction processing fees, we believe the three-month average appropriately adjusts for short-term fluctuations in transaction volume. To calculate our NRR, we first identify the cohort of locations, or the Base Locations, that were active in a particular month, or the Base Month. We then divide AMR for the Base Locations in the same month of the subsequent year, or the Comparison Month, by AMR in the Base Month to derive a monthly NRR. AMR in the Comparison Month includes the impact of any churn, revenue contraction, revenue expansion, and pricing changes, and by definition does not include any new customer locations under subscription added between the Base Month and Comparison Month. We derive our annual NRR as of any date by taking a weighted average of the monthly net retention rates over the trailing twelve months prior to such date.

#### Dollar-Based Gross Retention Rate

We believe our dollar-based gross retention rate or GRR, ("GRR") provides insight into our ability to retain our customers, allowing us to evaluate whether the platform is addressing customer needs. To calculate our GRR, we first identify the Base Locations that were under subscription in the Base Month. We then calculate the effect of reductions in revenue from customer location terminations by measuring the amount of AMR in the Base Month for Base Locations still under subscription twelve months subsequent to the Base Month, or Remaining AMR. We then divide Remaining AMR for the Base Locations by AMR in the Base Month for the Base Locations to derive a monthly gross retention rate. We calculate GRR as of any date by taking a weighted average of the monthly gross retention rates over the trailing twelve months prior to such date. GRR reflects the effect of customer locations that terminate their subscriptions, but does not reflect changes in revenue due to revenue expansion, revenue contraction, or addition of new customer locations.

### Components of Results of Operations

#### Revenue

We generate revenue primarily from recurring subscription fees charged to access our software and phone services platform, and recurring embedded lease revenue on hardware provided to customers. The majority of these subscription arrangements have contractual terms of month-to-month, with a small minority portion having contractual terms of 1-3 years. Subscription and hardware fees are prepaid and customers may elect to be billed monthly or annually, with the majority of our revenue coming from those that elect to be billed monthly. To incentivize annual payments, we may offer pricing concessions that apply ratably over the twelve-month subscription plan. As of September 30, 2023, approximately 40% of customer locations elected annual prepayments compared to approximately 41% as of September 30, 2022. March 31, 2024 and 2023. Subscription revenue is recognized ratably over the term of the subscription agreement. Amounts billed in excess of revenue recognized are deferred.

In addition, we provide payment processing services and receive a revenue share from a third-party payment facilitator on transactions between our customers that utilize our payments platform and their end consumers. These payment transactions are generally for services rendered at customers' business location via credit card terminals or through several card-not-present modalities, including "Text-to-Pay"

27 24



functionality. As we act as an agent in these arrangements, revenue from payments services is recorded net of transaction processing fees and is recognized when the payment transactions occur.

We also collect non-recurring installation fees for onboarding customers, the revenue for which is recognized upon completion of the installation. Our customers may directly engage with third-party independent contractors to configure hardware, install the software and assist with upgrades, for which we do not derive any revenue.

#### **Cost of Revenue**

Cost of revenue consists of costs related to providing our platform to customers and costs to support our customers. Direct costs associated with providing our platform include data center and cloud infrastructure costs, payment processing costs, from the collection of subscription fees charged to our customers, amortization of finance lease right-of-use assets on phone hardware provided to customers, fees to application providers, voice connectivity and messaging fees, and amortization of internal-use software development costs. Indirect costs included in costs of revenue include personnel-related expenses, such as salaries, benefits, bonuses and stock-based compensation expense, of our onboarding and customer support staff. Cost of revenue also includes an allocation of overhead costs for facilities and shared IT-related expenses, including depreciation expense.

As we acquire new customers and existing customers increase their use of our cloud-based platform, we expect that the dollar amount of our cost of revenue will continue to increase. However, our cost of revenue has been and will continue to be affected by a number of factors including increased regulatory fees on texting and phone calls, the quantity and aging of phones provided to customers, our stock-based compensation expense, and the timing of the amortization of internal-use software development costs, which could cause it to fluctuate as a percentage of revenue in future periods.

#### **Operating Expenses**

Our operating expenses consist of sales and marketing, research and development, and general and administrative expenses. Personnel costs are the most significant component of operating expenses and consist of salaries, benefits, bonuses, stock-based compensation and sales commissions. Operating expenses also include allocated overhead costs for facilities and shared IT-related expenses, including depreciation expense.

#### **Sales and Marketing**

Sales and marketing expenses consist primarily of personnel-related expenses associated with our sales and marketing staff, including salaries, benefits, sales commissions, bonuses and stock-based compensation. Sales commissions paid on new subscriptions to our software, phone, and payments services are deferred and amortized over the expected period of benefit, which is determined to be three years. In addition to personnel-related expenses, marketing expenses consist of lead-generating and other advertising activities such as our Mastermind Mixers, in which we bring industry experts together with local practitioners in cities across the U.S. to help them grow their businesses and discuss various industry-based topics, as well as the cost of traveling to and attending trade shows.

We expect that our sales and marketing expenses will increase and continue to be our largest operating expense for the foreseeable future as we grow our business. As and to the extent in-person events and conferences continue to return to pre-pandemic levels of activity, we expect that our sales and marketing expenses will continue to increase compared to 2022, 2023. As a percentage of revenue, we anticipate sales and marketing expenses to decrease in 2023 2024 as compared to 2022, 2023, and we expect these expenses to continue to decrease as a percentage of revenue over time.

28

#### **Research and Development**

Research and development expenses include software development costs that are not eligible for capitalization and support our efforts to ensure the reliability, availability and scalability of our solutions.

25



Our platform is software-driven, and its research and development teams employ software engineers in the continuous testing, certification and support of our platform and products. Accordingly, the majority of our research and development expenses result from employee-related costs, including salaries, benefits, bonuses, stock-based compensation and costs associated with technology tools used by our engineers.

We expect that our research and development expenses will increase as our business grows, particularly as we incur additional costs related to continued investments in our platform and products. However, we expect that our research and development expenses will remain fairly consistent or slightly decrease as a percentage of our revenue over time. In addition, research and development expenses that qualify as internal-use software development costs are capitalized and the amount capitalized may fluctuate significantly from period to period.

**General and Administrative**

General and administrative expenses consist primarily of personnel-related expenses for our finance, legal, human resources, facilities and administrative personnel, including salaries, benefits, bonuses and stock-based compensation. General and administrative expenses also include external legal, accounting, and other professional services fees, software and subscription services dedicated for use by our general and administrative functions, insurance and other corporate expenses.

We have incurred expect that our general and will continue to incur additional administrative expenses, as a result of operating as a public company, including expenses related to compliance with the rules and regulations of the SEC and the listing standards of the NYSE, and increased expenses for insurance, investor relations and fees for professional services. We expect that our general and administrative expenses services, will increase in absolute dollars as our business grows but will decrease as a percentage of our revenue over time.

**Interest Income**

Interest income consists primarily of interest earned on our cash, cash equivalents, and short-term investments.

**Interest Expense**

Interest expense results primarily from interest payments on our borrowings and interest on finance lease obligations. Interest on borrowings is based on a floating per annum rate at specified percentages above the prime rate. Interest on finance leases initiated prior to January 1, 2022 is based on our incremental borrowing rate at the time the agreements were initiated. On January 1, 2022, we adopted the new accounting guidance required by ASC 842 and the interest on all finance leases initiated going forward is based on the rate implicit within the lease agreement.

**Other Income (Expense), Net**

Other income (expense), net primarily consists of gains and losses on short-term investments, and foreign currency transactions, as well as and sublease income.

**Provision for (Benefit from) Income Taxes**

Provision for income taxes consists primarily of income taxes related to foreign and state jurisdictions in which we conduct business. Because of the uncertainty of the realization of the deferred tax assets, we have a full valuation allowance for domestic net deferred tax assets, including net operating loss carryforwards.

**Results of Operations**

29 26

The following table sets forth our condensed consolidated statements of operations data for the periods indicated:

	Three Months Ended March 31,			
	Three Months Ended March 31,			
	Three Months Ended March 31,			
	2024			
	2024			
	2024			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	(in thousands)			
	2023	2022	2023	2022
	(in thousands)			
	(in thousands)			



(in thousands)									
Revenue	Revenue	\$	43,544	\$	36,230	\$	124,776	\$	104,432
Cost of revenue (1)	Cost of revenue (1)		13,609		13,023		40,266		40,525
Cost of revenue (1)									
Cost of revenue (1)									
Gross profit									
Gross profit									
Gross profit	Gross profit		29,935		23,207		84,510		63,907
Operating expenses:									
Operating expenses:									
Operating expenses:									
Sales and marketing (1)									
Sales and marketing (1)									
Sales and marketing (1)	Sales and marketing (1)		17,801		16,292		52,474		49,259
Research and development (1)	Research and development (1)		8,628		7,897		24,907		22,529
Research and development (1)									
Research and development (1)									
General and administrative (1)									
General and administrative (1)									
General and administrative (1)	General and administrative (1)		11,528		10,876		33,502		32,077
Total operating expenses	Total operating expenses		37,957		35,065		110,883		103,865
Total operating expenses									
Total operating expenses									
Loss from operations									
Loss from operations									
Loss from operations	Loss from operations		(8,022)		(11,858)		(26,373)		(39,958)
Other income (expense):	Other income (expense):								
Other income (expense):									
Other income (expense):									
Interest income									
Interest income									
Interest income	Interest income		594		468		1,557		606
Interest expense	Interest expense		(512)		(380)		(1,485)		(1,005)
Interest expense									
Interest expense									
Other income (expense), net									
Other income (expense), net									
Other income (expense), net	Other income (expense), net		874		(17)		2,457		(32)
Loss before income taxes	Loss before income taxes		(7,066)		(11,787)		(23,844)		(40,389)
Loss before income taxes									
Loss before income taxes									
Provision for income taxes									



Provision for income taxes					
Provision for income taxes	Provision for income taxes	(79)	(31)	(148)	(82)
Net loss	Net loss	\$ (7,145)	\$ (11,818)	\$ (23,992)	\$ (40,471)
Net loss					
Net loss					

(1) Includes stock-based compensation expense as follows:

Three Months Ended March 31,					
Three Months Ended March 31,					
Three Months Ended March 31,					
2024					
2024					
2024					
Three Months Ended September 30,					
Nine Months Ended September 30,					
(in thousands)					
2023					
2022					
2023					
2022					
(in thousands)					
(in thousands)					
(in thousands)					
Cost of revenue	Cost of revenue	\$ 258	\$ 190	\$ 722	\$ 514
Sales and marketing	Sales and marketing	1,274	844	3,457	2,331
Sales and marketing					
Sales and marketing					
Research and development					
Research and development					
Research and development	Research and development	1,474	1,292	3,727	2,922
General and administrative	General and administrative	3,181	2,996	8,670	7,460
General and administrative					
General and administrative					
Total stock-based compensation	Total stock-based compensation	\$ 6,187	\$ 5,322	\$ 16,576	\$ 13,227
Total stock-based compensation					
Total stock-based compensation					

See Note 10 of the unaudited condensed consolidated financial statements for further details on stock-based compensation.compensation expense.

30 27

The following table sets forth our condensed consolidated statements of operations data expressed as a percentage of revenue for the periods indicated:

Three Months Ended March 31,	
Three Months Ended March 31,	



		Three Months Ended March 31,							
		2024							
		2024							
		2024							
	Three Months Ended September 30,				Nine Months Ended September 30,				
		(percentage of total revenue)							
	2023		2022		2023		2022		
		(percentage of total revenue)							
		(percentage of total revenue)							
		(percentage of total revenue)							
Revenue	Revenue	100	%	100	%	100	%	100	%
Cost of revenue	Cost of revenue	31		36		32		39	
Cost of revenue									
Cost of revenue									
Gross profit									
Gross profit									
Gross profit	Gross profit	69		64		68		61	
Operating expenses:	Operating expenses:								
Operating expenses:									
Operating expenses:									
Sales and marketing									
Sales and marketing									
Sales and marketing	Sales and marketing	41		45		42		47	
Research and development	Research and development	20		22		20		22	
Research and development									
Research and development									
General and administrative									
General and administrative									
General and administrative	General and administrative	26		30		27		31	
Total operating expenses	Total operating expenses	87		97		89		99	
Total operating expenses									
Total operating expenses									
Loss from operations									
Loss from operations									
Loss from operations	Loss from operations	(18)		(33)		(21)		(38)	
Other income (expense):	Other income (expense):								
Other income (expense):									
Other income (expense):									
Interest income									
Interest income									
Interest income	Interest income	1		1		1		1	
Interest expense	Interest expense	(1)		(1)		(1)		(1)	
Interest expense									
Interest expense									
Other income (expense), net									



Other income (expense), net									
Other income (expense), net	Other income (expense), net	2		—		2		—	
Loss before income taxes	Loss before income taxes	(16)		(33)		(19)		(39)	
Loss before income taxes									
Loss before income taxes									
Provision for income taxes									
Provision for income taxes									
Provision for income taxes	Provision for income taxes	—		—		—		—	
Net loss	Net loss	(16) %		(33) %		(19) %		(39) %	
Net loss									
Net loss									

#### Comparison of the Three Months Ended September 30, 2023 March 31, 2024 and 2022 2023

##### Revenue

	Three Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Revenue	\$ 43,544	\$ 36,230	\$ 7,314	20 %

	Three Months Ended March 31,		Change	
	2024	2023	Amount	Percentage
	(dollars in thousands)			
Revenue	\$ 47,173	\$ 39,565	\$ 7,608	19 %

Revenue increased by \$7.3 million or 20% 19% for the three months ended September 30, 2023 March 31, 2024 compared to the three months ended September 30, 2022 March 31, 2023. Of the total increase, approximately \$6.7 million \$6.6 million, or 91% 87%, was attributable to new customers acquired subsequent to September 30, 2022 March 31, 2023, and 9% \$1.0 million, or \$0.6 million 13%, was attributable to existing customers under subscription as of September 30, 2022 March 31, 2023.

##### Cost of Revenue and Gross Margin

Three Months Ended		Three Months Ended March 31,		Change	
March 31,		2024		2023	
2024		2024		2023	
		Amount		Percentage	
Three Months Ended		Change			
September 30,		Amount		Percentage	
2023		2022			
(dollars in thousands)					
(dollars in thousands)					
(dollars in thousands)					
(dollars in thousands)					
Cost of revenue					
Cost of revenue					
Cost of revenue	Cost of revenue	\$ 13,609	\$ 13,023	\$ 586	4 %
Gross margin	Gross margin	69 %	64 %		

The increase in cost of revenue was primarily due to a \$0.3 million \$0.7 million increase in direct costs to support customer usage, particularly with telecommunications connectivity costs, and cloud infrastructure costs, and phone



hardware, credit card processing fees. We also experienced a \$0.2 million \$0.5 million increase in personnel-related costs from our customer support and onboarding functions. Although cost of revenue increased in absolute dollars, it decreased as a percentage of revenue, resulting in overall gross margin improvement. This improvement was driven by successful efforts to reduce third-party costs incurred for specific platform features and overall data usage, as well as a favorable customer mix as a greater portion of our customers had fully depreciated phone hardware. We Gross margin improvement was also driven by realized efficiencies within our customer support and onboarding functions.

#### Sales and Marketing

	Three Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Sales and marketing	\$ 17,801	\$ 16,292	\$ 1,509	9 %

	Three Months Ended March 31,		Change	
	2024	2023	Amount	Percentage
	(dollars in thousands)			
Sales and marketing	\$ 19,630	\$ 17,218	\$ 2,412	14 %

The increase in sales and marketing expenses was primarily attributable to an \$0.8 million a \$1.3 million increase in personnel-related costs, expenses, including increases in stock-based compensation, and commission/bonus incentives. We also increased demand generation expenses of \$0.6 million driven by our direct-mail and digital media efforts and incurred \$0.5 million \$0.3 million in additional event-related costs due to increased in-person trade show attendance, and increased demand generation spend of \$0.2 million driven by our direct-mail and digital media efforts. attendance.

#### Research and Development

	Three Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Research and development	\$ 8,628	\$ 7,897	\$ 731	9 %

	Three Months Ended March 31,		Change	
	2024	2023	Amount	Percentage
	(dollars in thousands)			
Research and development	\$ 9,645	\$ 7,694	\$ 1,951	25 %

The increase in research and development expenses was primarily due to an increase of \$0.7 million \$2.0 million in personnel-related expenses, largely from salary adjustments and stock-based compensation, for employees enhancing our platform infrastructure and developing new product offerings.

#### General and Administrative

	Three Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
General and administrative	\$ 11,528	\$ 10,876	\$ 652	6 %







The increase decrease in interest expense is was due to increased average interest rates over paying down the period, which increased the variable interest paid on our line of credit facility in November 2023.

The increase in interest income and other income is was due to additional earnings generated on market securities and other short-term investments and, to a lesser extent, a rise in average interest rates over the period.

#### Provision for Income Taxes

We have assessed

	Three Months Ended March 31,		Change	
	2024	2023	Amount	Percentage
	(dollars in thousands)			
Provision for income taxes	\$ (14)	\$ (20)	\$ 6	(30)%

Provision for income taxes decreased by an immaterial amount due to increases in foreign operational expenses, and the resulting decrease in taxable income in our ability to realize our deferred tax assets and have recorded a valuation allowance against such assets to the extent that, based on the weight of all available evidence, it is more likely than not that all or a portion of the deferred tax assets will not be realized. In assessing the likelihood of future realization of our deferred tax assets, we placed significant weight on our history of generating U.S. tax losses. As a result, we have a full valuation allowance against our net deferred tax assets, including net operating loss ("NOL") carryforwards, foreign jurisdictions. We expect income tax expense to maintain a full valuation allowance for the foreseeable future.

#### Comparison of the Nine Months Ended September 30, 2023 and 2022

##### Revenue

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Revenue	\$ 124,776	\$ 104,432	\$ 20,344	19 %

Revenue increased by \$20.3 million or 19% for the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022. Of the total increase, approximately \$15.8 million or 78% was attributable to new customer locations acquired subsequent to September 30, 2022, and approximately \$4.5 million or 22% was attributable to existing customer locations under subscription as of September 30, 2022.

##### Cost of Revenue and Gross Margin

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Cost of revenue	\$ 40,266	\$ 40,525	\$ (259)	(1)%
Gross margin	68 %	61 %		

The decrease in cost of revenue and improvement of gross margin was due to a \$0.1 million decrease in direct costs to support customer usage, particularly with cloud infrastructure, phone hardware, and telecommunications connectivity costs. These decreases are a result of successful efforts to reduce third-party costs incurred for specific platform features and overall data usage, and a favorable customer mix as a greater portion of our customers had fully depreciated phone hardware. We also



experienced a \$0.1 million decrease in personnel-related costs, largely attributable to efficiencies realized within our customer support and onboarding functions.

#### Sales and Marketing

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Sales and marketing	\$ 52,474	\$ 49,259	\$ 3,215	7 %

The increase in sales and marketing expenses was primarily attributable to an increase of \$1.3 million in additional event-related costs due to increased trade show attendance. We also experienced an increase of \$1.3 million in personnel-related expenses driven largely by sales salary and commission plan adjustments, and stock-based compensation. In addition, we increased demand generation spend by \$0.8 million to support our direct-mail, digital, and social media efforts.

#### Research and Development

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Research and Development	\$ 24,907	\$ 22,529	\$ 2,378	11 %

The increase in research and development expenses was primarily due to an increase of \$2.2 million in personnel-related expenses, largely from salary adjustments and stock-based compensation, for employees enhancing our platform infrastructure and developing new product offerings. We also experienced an increase of \$0.2 million of dues and subscription costs.

#### General and Administrative

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
General and administrative	\$ 33,502	\$ 32,077	\$ 1,425	4 %

The increase in general and administrative expenses was primarily due to a \$2.9 million increase in personnel-related expenses, particularly from additional bonus incentives, salary adjustments, and stock-based compensation. We also experienced increases of \$0.4 million in bad debt expense, and \$0.4 million in miscellaneous taxes and fees. These increases were partially offset by a \$1.2 million decrease in professional fees, and a \$1.0 million decrease conjunction with growth in our director and officer liability insurance premiums.

#### Interest Expense and Other Income, Net

	Nine Months Ended September 30,		Change	
	2023	2022	Amount	Percentage
	(dollars in thousands)			
Interest income	\$ 1,557	\$ 606		
Interest expense	(1,485)	(1,005)		
Other income (expense), net	2,457	(32)		
Total other income (expense), net	\$ 2,529	\$ (431)	\$ 2,960	(687)%

34

The increase international subsidiaries in interest expense is due to increased average interest rates over the period, which increased the variable interest paid on our credit facility.



The increase in interest and other income is due to additional earnings generated on market securities and other short-term investments, and to a lesser extent a rise in average interest rates over the period, long term.

#### Non-GAAP Financial Measures

To supplement our consolidated financial statements, which are prepared in conformity with U.S. GAAP, we use free cash flow, free cash flow margin and Adjusted EBITDA, which are non-GAAP financial measures, to enhance the understanding of our U.S. GAAP financial measures, evaluate growth trends, establish budgets, and assess operating performance. These non-GAAP financial measures should not be considered by the reader as substitutes for, or superior to, the financial statements and financial information prepared in accordance with U.S. GAAP. See below for a description of these non-GAAP financial measures, reconciliations of these non-GAAP financial measures to their most directly comparable U.S. GAAP financial measures and their limitations as an analytical tool.

		Three Months Ended March 31,								
		Three Months Ended March 31,								
		Three Months Ended March 31,								
		2024								
		2024								
		2024								
	Three Months Ended September 30,				Nine Months Ended September 30,					
		(dollars in thousands)								
	2023		2022		2023		2022			
		(dollars in thousands)								
		(dollars in thousands)								
		(dollars in thousands)								
Net cash provided by (used in) operating activities	Net cash provided by (used in) operating activities	\$	3,334	\$	(4,023)	\$	6,479	\$	(9,925)	
Net cash provided by (used in) investing activities	Net cash provided by (used in) investing activities		3,063		(586)		(4,718)		(2,185)	
Net cash provided by (used in) financing activities	Net cash provided by (used in) financing activities		4,769		(1,361)		(467)		(5,528)	
Net cash provided by (used in) investing activities										
Net cash provided by (used in) investing activities										
Net cash used in financing activities										
Net cash used in financing activities										
Net cash used in financing activities										
Free cash flow										
Free cash flow										
Free cash flow	Free cash flow		2,080		(4,618)		3,596		(12,119)	
Net cash provided by (used in) operating activities as a percentage of revenue	Net cash provided by (used in) operating activities as a percentage of revenue		8	%	(11)	%	5	%	(10)	%
Net cash provided by (used in) operating activities as a percentage of revenue										
Net cash provided by (used in) operating activities as a percentage of revenue										
Free cash flow margin										



Free cash flow margin									
Free cash flow margin	Free cash flow margin	5	%	(13)	%	3	%	(12)	%
Net loss	Net loss	(7,145)		(11,818)		(23,992)		(40,471)	
Net loss									
Net loss									
Adjusted EBITDA	Adjusted EBITDA	\$ (911)	\$	(5,606)	\$	(7,057)	\$	(23,877)	
Adjusted EBITDA									
Adjusted EBITDA									

#### Free Cash Flow and Free Cash Flow Margin

We define free cash flow as net cash provided by (used in) operating activities, less purchases of property and equipment, and capitalized internal-use software costs, and free cash flow margin as free cash flow as a percentage of revenue. We believe that free cash flow and free cash flow margin are useful indicators of liquidity that provide useful information to management and investors, even if negative, as they provide information about the amount of cash consumed by our combined operating and investing activities. For example, as free cash flow has in the past been negative, we have needed to access cash reserves or other sources of capital for these investments. Comparability of our free cash flow between the three months ended March 31, 2024 and the three months ended March 31, 2023 was affected by the implementation of a new billing system that necessitated deferring March 2024 subscription billings into April 2024. This resulted in an increase in unbilled accounts receivable as of March 31, 2024, and a corresponding decrease in free cash flow for the three months then ended, of

30

approximately \$15.0 million. Comparability was also affected by the timing of 2023 annual bonus payouts, which were paid out in March 2024 and amounted to approximately \$7.0 million. In prior years, annual bonuses were paid out in the second quarter. Excluding the impact of both the delay in billing and the timing difference of the bonus pay out, free cash flow would have been positive for the three months ended March 31, 2024.

#### Adjusted EBITDA

We define EBITDA as earnings before interest expense, interest income, other income/expense, provision for income taxes, depreciation, and amortization. Our depreciation adjustment has included depreciation on operating fixed assets and has not included amortization of finance lease right-of-use assets on phone hardware provided to our customers. Our amortization adjustment has included the amortization of capitalized internal-use software costs. We further adjust EBITDA to exclude stock-based compensation expense, a non-cash item. We believe that Adjusted EBITDA provides management and investors consistency and comparability with our past financial performance and facilitates period-to-period comparisons of operations. Additionally, management uses Adjusted EBITDA to measure our financial and operational performance and prepare our budgets.

#### Limitations and Reconciliation of Non-GAAP Financial Measures

35

Non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as substitutes for financial information presented under U.S. GAAP. There are a number of limitations related to the use of non-GAAP financial measures versus comparable financial measures determined under U.S. GAAP. For example, the non-GAAP financial information presented above may be determined or calculated differently by other companies and may not be directly comparable to that of other companies. In addition, free cash flow does not reflect our future contractual commitments and the total increase or decrease of our cash balance for a given period. Further, Adjusted EBITDA excludes some costs, namely, non-cash stock-based compensation expense. Therefore, adjusted Adjusted EBITDA does not reflect the non-cash impact of stock-based compensation expense or working capital needs that will continue for the foreseeable future. All of these limitations could reduce the usefulness of these non-GAAP financial measures as analytical tools. Investors are encouraged to review the related U.S. GAAP financial measures and the reconciliations



of these non-GAAP financial measures to their most directly comparable U.S. GAAP financial measures and to not rely on any single financial measure to evaluate our business.

**Free Cash Flow and Free Cash Flow Margin U.S. GAAP Reconciliation**

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
		2024		2024		2024	
		Three Months Ended September 30,		Nine Months Ended September 30,			
		(dollars in thousands)					
		2023	2022	2023	2022		
		(dollars in thousands)					
		(dollars in thousands)					
Revenue	Revenue	\$ 43,544	\$ 36,230	\$ 124,776	\$ 104,432		
Net cash provided by (used in) operating activities	Net cash provided by (used in) operating activities	\$ 3,334	\$ (4,023)	\$ 6,479	\$ (9,925)		
Net cash provided by (used in) operating activities							
Net cash provided by (used in) operating activities							
Less: Purchase of property and equipment							
Less: Purchase of property and equipment							
Less: Purchase of property and equipment	Less: Purchase of property and equipment	(675)	(270)	(1,513)	(1,191)		
Less: Capitalized internal-use software	Less: Capitalized internal-use software	(579)	(325)	(1,370)	(1,003)		
Less: Capitalized internal-use software							
Less: Capitalized internal-use software							
Free cash flow							
Free cash flow							
Free cash flow	Free cash flow	\$ 2,080	\$ (4,618)	\$ 3,596	\$ (12,119)		
Net cash provided by (used in) investing activities	Net cash provided by (used in) investing activities	\$ 3,063	\$ (586)	\$ (4,718)	\$ (2,185)		
Net cash provided by (used in) financing activities	Net cash provided by (used in) financing activities	\$ 4,769	\$ (1,361)	\$ (467)	\$ (5,528)		
Net cash provided by (used in) investing activities							
Net cash provided by (used in) investing activities							
Net cash used in financing activities							
Net cash used in financing activities							
Net cash used in financing activities							



Net cash provided by (used in) operating activities as a percentage of revenue					
Net cash provided by (used in) operating activities as a percentage of revenue					
Net cash provided by (used in) operating activities as a percentage of revenue	Net cash provided by (used in) operating activities as a percentage of revenue	8	%	(11)	%
Free cash flow margin	Free cash flow margin	5	%	(13)	%
Free cash flow margin					
Free cash flow margin					

Adjusted EBITDA

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net loss	\$ (7,145)	\$ (11,818)	\$ (23,992)	\$ (40,471)
Interest expense	512	380	1,485	1,005
Provision for income taxes	79	31	148	82
Interest income	(594)	(468)	(1,557)	(606)
Other income/expense, net	(874)	17	(2,457)	32
Depreciation <sup>(1)</sup>	619	645	1,816	2,003
Amortization <sup>(2)</sup>	305	285	924	851
Stock-based compensation	6,187	5,322	16,576	13,227
Adjusted EBITDA	\$ (911)	\$ (5,606)	\$ (7,057)	\$ (23,877)

U.S. GAAP Reconciliation

36 31

	Three Months Ended March 31,	
	2024	2023
Net loss	\$ (7,203)	\$ (7,859)
Interest expense	319	472
Provision for income taxes	14	20
Interest income	(420)	(436)
Other income/expense, net	(865)	(715)
Depreciation <sup>(1)</sup>	609	592
Amortization <sup>(2)</sup>	416	299
Stock-based compensation	6,772	4,513



Adjusted EBITDA	\$	(358)	\$	(3,114)
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- (1) Does not include depreciation/amortization on of finance lease right-of-use assets on phone hardware provided to our customers.
- (2) Represents amortization of capitalized internal-use software costs.

Liquidity and Capital Resources

Since inception, we have financed our operations primarily through the net proceeds received from sales of our capital stock, cash generated from the sale of subscriptions to our platform, and the net proceeds received from issuances of our bank borrowings, equity securities. We have generated losses from our operations as reflected in our accumulated deficit of \$255.6 million \$269.9 million as of September 30, 2023 March 31, 2024 and, with the exception of the first two quarters of prior to 2023, have historically had generated negative cash flows from operating activities, operations. We also generated negative cash flows from operations for the three months ended March 31, 2024. Our future capital requirements will depend on many factors, including revenue growth and costs incurred to support customer usage and growth in our customer base, and increased research and development expenses to support the growth of our business and related infrastructure, and increased general and administrative expenses to support being a publicly traded company, infrastructure. We expect our operating cash flows to further improve as we increase our operational efficiency and experience economies of scale.

As of September 30, 2023 March 31, 2024, our principal sources of liquidity were cash held as deposits in financial institutions and cash equivalents consisting of highly liquid investments in money market securities of \$63.3 million \$30.6 million, as well as \$55.1 million \$51.7 million in other short-term investments comprised primarily of treasury and commercial paper instruments.

A substantial source of our cash provided by inflow from operating activities is our deferred revenue, which is included on our consolidated balance sheets as a liability. Deferred revenue consists of the unearned portion of billed fees for our subscriptions, which is recorded as revenue over the subscription term. We had \$37.7 million \$39.8 million of deferred revenue recorded as a current liability as of September 30, 2023 March 31, 2024. This deferred revenue will be recognized as revenue when all of the revenue recognition criteria are met.

We assess our liquidity primarily through our cash on hand as well as the projected timing of billings under contract with our paying customers and related collection cycles. We believe our current cash, cash equivalents, short-term investments and amounts available under our senior secured credit facility will be sufficient to meet our working capital and capital expenditure requirements for at least the next 12 twelve months.

32

The following table shows a summary of our cash flows for the periods presented:

Three Months Ended		Three Months Ended March 31,	
March 31,		March 31,	
2024		2023	
Nine Months Ended September 30,			
2023	2022		
(dollars in thousands)			
(dollars in thousands)			
(dollars in thousands)			
(dollars in thousands)			



Net cash provided by (used in) operating activities	Net cash provided by (used in) operating activities	\$ 6,479	\$(9,925)
Net cash used in investing activities		(4,718)	(2,185)
Net cash provided by (used in) investing activities			
Net cash used in financing activities	Net cash used in financing activities	(467)	(5,528)

### Operating Activities

For the nine three months ended September 30, 2023 March 31, 2024, cash provided by used in operating activities was \$6.5 million \$19.7 million, primarily consisting of our due to a net loss of \$24.0 million \$7.2 million, adjusted for non-cash charges of \$36.2 million, \$13.7 million and net cash outflows of \$5.8 million \$26.2 million from changes in our operating assets and liabilities. The main drivers of the changes in operating assets and liabilities were a \$9.8 million \$15.8 million increase in accounts receivable, a \$4.6 million decrease in accrued liabilities, and a \$4.1 million increase in deferred contract costs, comprising mainly sales commissions earned on bookings, and a \$2.8 million decrease in operating lease liabilities. bookings. These amounts were partially offset by a \$3.5 million \$0.8 million increase to deferred revenue due to our prepay arrangements with our customers, a \$3.2 million increase to accrued liabilities, largely from employee compensation accruals, a \$1.0 million increase in accounts payable, and a \$0.4 million decrease to prepaid expenses and other assets.

37

customers.

For the nine three months ended September 30, 2022, March 31, 2023 cash used in provided by operating activities was \$9.9 million \$1.5 million, primarily consisting of our due to a net loss of \$40.5 million \$7.9 million, adjusted for non-cash charges of \$34.5 million \$11.2 million, partially offset by and net cash inflows outflows of \$4.0 million \$1.8 million provided by changes in our operating assets and liabilities. The main drivers of the changes in operating assets and liabilities were a \$3.1 million \$3.2 million increase in deferred revenue due to our prepay arrangements with our customers, a \$3.9 million increase in accrued liabilities, contract costs and a \$0.9 million decrease in prepaid expenses and other assets. operating lease liabilities. These amounts were partially offset by a \$8.5 million \$1.2 million increase to contract acquisition costs, accrued liabilities, largely from employee compensation accruals, \$0.5 million decrease to prepaid expenses and other assets, a \$0.4 million increase in accounts payable, and a \$0.4 million increase to deferred revenue comprising mainly sales commissions earned on bookings, and a \$1.7 million decrease to operating lease liabilities, bookings.

### Investing Activities

Cash used in provided by investing activities for the nine three months ended September 30, 2023 March 31, 2024 was \$4.7 million \$6.1 million, primarily due to \$45.7 million \$23.8 million in short-term investment maturities, partially offset by \$16.8 million in purchases of short-term investments, partially offset by \$43.9 million in short-term investment maturities. investments. Additional investing cash flow activities included \$1.5 million \$0.5 million of furniture and equipment additions and \$1.4 million \$0.3 million in personnel-related costs capitalized as internal-use software development.

Cash used in investing activities for the nine three months ended September 30, 2022 March 31, 2023 was \$2.2 million \$5.4 million, primarily due to furniture and equipment additions \$17.5 million in purchases of \$1.2 million, short-term investments, partially offset by \$13.0 million in short-term investment maturities. Additional investing cash flow activities included \$0.6 million of furniture and equipment additions and \$0.3 million in personnel-related costs capitalized as internal-use software development of \$1.0 million. development.

### Financing Activities

Cash used in financing activities for the nine three months ended September 30, 2023 March 31, 2024 was \$0.5 million \$6.6 million, primarily as a result of \$7.5 million due to \$6.1 million in employee taxes paid related to the net settlement of restricted stock units, and principal payments on finance lease obligations of \$5.7



million \$1.8 million. These outflows were partially offset by cash proceeds from employee stock option exercises of \$11.4 million \$0.3 million, and proceeds of \$1.3 million \$1.0 million from the employee stock purchase plan.

Cash used in financing activities for the nine three months ended September 30, 2022 March 31, 2023 was \$5.5 million \$2.0 million, primarily as a result of due to principal payments on finance lease obligations of \$6.7 million, \$2.0 million and \$0.7 million \$0.8 million in employee taxes paid in IPO-related costs, related to the net settlement of restricted stock units. These outflows were partially offset by proceeds of \$0.6 million from the employee stock purchase plan and cash proceeds from employee stock option exercises of \$1.0 million, and proceeds of \$0.9 million from the employee stock purchase plan, \$0.1 million.

33

## Contractual Obligations and Commitments

During the nine three months ended September 30, 2023 March 31, 2024, we acquired \$5.4 million \$1.9 million of additional right of use assets through new finance lease obligations.

In April 2023, March 2024, we amended our revolving line of credit agreement with SVB, which amended certain terms of the August 2021 Agreement, including but not limited to, In April 2023, the Company entered into a Fifth the Sixth Amendment to the Second Amended and Restated Loan and Security Agreement with Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("SVB"), which amended certain terms of the August 2021 Agreement, including but not limited to, (i) extending the maturity date from August 2023 to August 2025 and (ii) setting EBITDA financial covenants of the Company for the 2023 2024 fiscal year. No There were no other significant modifications of agreement terms of the agreement were modified with the this amendment.

Other than the new finance lease obligations and the amendment of our credit facility, there have been no material changes to our contractual obligations from those described in our Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, filed with the U.S. Securities and Exchange Commission ("SEC") on March 13, 2024.

### Indemnifications

Certain of our agreements with partners, resellers and customers include provisions for indemnification against liabilities should our platform contribute to a data compromise, particularly a compromise of protected health information ("PHI"). We have not incurred any costs as a result of such

38

indemnification obligations historically and have not accrued any liabilities related to such obligations in our consolidated financial statements as of September 30, 2023 March 31, 2024.

## Silicon Valley Bank Credit Facility

In August 2021, we established a revolving line of credit with SVB with total borrowing capacity up to \$50.0 million, subject to reduction should we fail to meet certain expectations metrics for recurring revenue and customer retention (the "August 2021 Agreement"). The line of credit, as amended, matures in August 2025. Amounts outstanding on the line will accrue interest at the greater of prime rate plus 0.25% and 3.50%. We are required to pay an annual fee of \$0.1 million beginning on the effective date of the August 2021 Agreement, and continuing on the anniversary of the effective date. We are also required to pay a quarterly unused line fee of 0.15% per annum of the available borrowing amount should the outstanding principal balance drop below \$10.0 million (calculated based on the number of days and based on the average available borrowing amount). The line of credit is collateralized by substantially all of our assets. The August 2021 Agreement, requires as amended in March 2024, includes financial covenants requiring that, at any time, if our total unrestricted cash and cash equivalents held at SVB, plus our short-term investments managed by SVB, is less than \$100.0 million, we must at all times thereafter maintain a consolidated minimum \$20.0 million in liquidity, meaning unencumbered cash and short-term investments plus available borrowing on the line of credit, and that we meet specified minimum levels of EBITDA, as adjusted for stock-based compensation and changes in our deferred revenue. We did not take any advances on the line of credit during 2022 or in the three months ended September 30, 2023 March 31, 2024. As of



September 30, 2023 March 31, 2024, \$10.0 million there was no outstanding balance on the line of credit, the full \$50.0 million was available for borrowing, and we were in compliance with all SVB loan covenants.

### Critical Accounting Estimates

Our unaudited condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q are prepared in accordance with U.S. GAAP. The preparation of condensed consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations, and cash flows will may be affected.

34

See "Recently Adopted Accounting Pronouncements" below for significant changes to our lease accounting policies and see our significant accounting policies discussed in Note 2, "Basis of Presentation and Summary of Significant Accounting Policies," in our notes to the unaudited condensed consolidated financial statements in this Quarterly Report on Form 10-Q. Other than the changes to lease accounting policies, there have been no material changes to our critical accounting estimates as compared to those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, filed with the SEC on March 13, 2024.

### Recently Adopted Accounting Pronouncements

On January 1, 2022, we adopted ASU 2016-02, Leases (Topic 842), which updates the requirements related to financial reporting for leasing arrangements, including requiring lessees to recognize an operating lease with a term greater than one year on their consolidated balance sheets as a right-of-use ("ROU") asset and corresponding lease liability, measured at the present value of the lease payments.

On January 1, 2023 we adopted ASU 2016-13, Measurement of Credit Losses on Financial Instruments (Topic 326), which requires more timely measurement and recognition of expected credit losses for financial assets held at amortized cost.

No new accounting pronouncements were adopted during the second quarter of 2023.

39

See For more information, see the sections titled "Basis of Presentation and Summary of Significant Accounting Policies—Accounting Pronouncements Recently Adopted" and "—Accounting Pronouncements Pending Adoption" in Note 2 to our unaudited condensed consolidated financial statements for more information.

### Emerging Growth Company and Smaller Reporting Company Status

We are an "emerging growth company", as defined in the Jumpstart Our Business Startups Act (the "JOBS Act"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies." We may take advantage of these exemptions until we are no longer an "emerging growth company." Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period afforded by the JOBS Act for the implementation of new or revised accounting standards. We have elected to use the extended transition period for complying with new or revised accounting standards and as a result of this election, our financial statements may not be comparable to companies that comply with public company effective dates. We may take advantage of these exemptions up until the last day of the fiscal year following the fifth anniversary of our IPO or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than \$1.235 billion in annual revenue, we have more than \$700.0 million in market value of our stock held by non-affiliates (and we have been a public company for at least 12 twelve months and have filed at least one annual report on Form 10-K) or we issue more than \$1.0 billion of non-convertible debt securities over a three-year period.

Additionally, we are a "smaller reporting company" as defined in Item 10(f)(1) of Regulation S-K. Even after we no longer qualify as an emerging growth company, we may still qualify as a "smaller reporting company," which would allow us to continue to take advantage of many of the same exemptions from disclosure requirements, including presenting only the two most recent fiscal years of audited financial statements and reduced disclosure



obligations regarding executive compensation in our periodic reports and proxy statements. We may continue to be a smaller reporting company if either (i) the market value of our stock held by non-affiliates is less than \$250 million or (ii) our annual revenue was less than \$100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than \$700 million. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.

### Item 3. Quantitative and Qualitative Disclosures about Market Risks

As of September 30, 2023 March 31, 2024, our exposure to market risk has not changed materially since December 31, 2022 December 31, 2023. For more information on financial market risks related to changes in interest rates and foreign currency rates, reference is made to Part II, Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 December 31, 2023, filed with the SEC on March 16, 2023 March 13, 2024.

### Item 4. Controls and Procedures

#### Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act Act of 1934, as amended (the "Exchange Act")) as of September 30, 2023 March 31, 2024. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2023 March 31, 2024, our disclosure controls and other procedures were effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods

35

specified in the Commission's SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

40

#### Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well conceived designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of the control system must reflect the fact that there are met. Because resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the company Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of these controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that events. Projections of any design will succeed in achieving its stated goals under all potential evaluation of controls effectiveness to future conditions, periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with the



policies or **procedures may deteriorate**. **procedures**. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

From time to time, we have been and will continue to be subject to legal proceedings and claims. We are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition, or cash flows. We have received, and may in the future continue to receive, claims from third parties asserting, among other things, infringement of their intellectual property rights. Future litigation may be necessary to defend ourselves, our partners, and our customers by determining the scope, enforceability, and validity of third-party proprietary rights, or to establish our proprietary rights. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

41 36

### Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including our unaudited condensed consolidated financial statements and the related notes and Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of **Operations.**" **Operations" before making an investment decision.** The occurrence of any of the events or developments described below could materially and adversely affect our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently believe are not material may also impair our business, financial condition, results of operations and growth prospects.

#### Risk Factors Summary

- Our recent rapid growth may not be indicative of our future growth. Our rapid growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- If we do not attract new customers, retain existing customers, and increase our customers' use of our platform, our business will suffer.
- We may not be able to successfully manage our growth, and if we are not able to grow efficiently, our business, financial condition and results of operations could suffer.
- We focus on serving small and medium-sized **healthcare** businesses ("SMBs") and are subject to risks associated with serving small businesses.
- We have a history of losses and we may not achieve or sustain profitability in the future.
- Unfavorable economic conditions and macroeconomic uncertainties have in the past and may continue to adversely impact our business, results of operations and financial performance.
- Our quarterly results may fluctuate, and if we fail to meet securities analysts' and investors' expectations, then the trading price of our common stock and the value of your investment could decline substantially.
- If we are not able to maintain and enhance our brand and increase market awareness of our company, platform and products, then our business, results of operations and financial condition may be adversely affected.
- The market for our platform and products is **still relatively new and** evolving, may decline or experience limited growth and is dependent in part on businesses continuing to adopt our platform and use our products.
- We may not be able to continue to expand our share of our existing vertical markets or expand into new **healthcare** vertical markets, which would inhibit our ability to grow and increase our profitability.
- If we are unable to attract new customers in a cost-effective manner, then our business, results of operations and financial condition would be adversely affected.
- The market in which we participate is highly competitive, and if we do not compete effectively, our business, results of operations and financial condition would be harmed.



- If we do not develop enhancements to our platform and products and introduce new products that achieve market acceptance, our business, results of operations and financial condition could be adversely affected.

42 37

- Breaches of our applications, networks or systems, or those of Google Cloud Platform ("GCP"), or our service providers, could degrade our ability to conduct our business, compromise the integrity of our products, platform and data, result in significant data losses and the theft of our intellectual property, damage our reputation, expose us to liability to third parties and require us to incur significant additional costs to maintain the security of our networks and data.
- Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business and operating results.
- Our products and services must comply with industry standards, Federal Communications Commission ("FCC") regulations, state, local, country-specific and international regulations, and changes may require us to modify existing services, potentially increase our costs or prices we charge customers, and otherwise harm our business.

#### Risks Related to our Business and our Industry

*Our recent rapid growth may not be indicative of our future growth. Our rapid growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.*

Our revenue was \$142.1 million \$170.5 million and \$115.9 million \$142.1 million during the years ended December 31, 2022 December 31, 2023 and 2021, 2022, respectively, and \$124.8 million \$47.2 million for the nine three months ended September 30, 2023 March 31, 2024 compared with \$104.4 million \$39.6 million for the nine three months ended September 30 2022, March 31 2023. Additionally, we have experienced significant growth and churn in our number of employees (including both full- and part-time employees) over the last few years creating operational challenges, particularly in our customer service and sales organizations. We have also expanded operations outside of the United States including establishing engineering and administrative operations in India in 2021, support operations in India in 2022, and supplemental customer support operations in to the Philippines in 2023.

Although we continue to experience significant growth in our Our revenue and number of customers even if our revenue have increased in recent periods, and number of customers continue to increase, we expect our growth rate will decline in the future as a result of a variety of factors, including the increasing scale of our business and as we achieve higher penetration rates in our existing vertical markets. fluctuate from time to time. Overall growth of our revenue and number of customers depends on a number of factors, including, but not limited to, our ability to:

- price our products and services effectively to attract new customers and increase sales to our existing customers;
- manage rising inflation and interest rates rate trends and impacts on our business and operations;
- expand the functionality and scope of the products we offer on our platform;
- maintain the rates at which customers subscribe to, and adopt additional products, such as Weave Payments, to extend their use of our platform and retain our existing customers;
- hire new sales personnel to support our growth, and reduce the time for new personnel to achieve desired productivity levels;
- provide our customers with high-quality customer support that meets their needs;
- introduce our platform and products to new markets, including to markets outside of the United States;
- serve SMBs across a wide cross-section of vertical industries, such as those within specialized healthcare and to increase the number of vertical industries we serve;
- successfully identify and acquire or invest in businesses, products, or technologies that we believe could complement or expand our platform; and

43



- increase awareness of our brand and successfully compete with other companies.

38

We may not successfully accomplish any of these objectives, which makes it difficult for us to forecast our future operating results. If the assumptions that we use to plan our business are incorrect or change in reaction to changes in our market, or if we are unable to maintain consistent revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve and maintain profitability. Additionally, due to our recent rapid growth, we have limited experience operating at our current scale and potentially at a larger scale, and as a result, it may be difficult for us to fully evaluate future prospects and risks. Our recent and historical growth should not be considered indicative of our future performance. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If our assumptions regarding these risks and uncertainties that we use to plan and operate our business are incorrect or change, or if we do not address these risks successfully, our financial condition and operating results could differ materially from our expectations, our growth rates may decline and our business would be adversely impacted.

***If we do not attract new customers, retain existing customers, and increase our customers' use of our platform, our business will suffer.***

Our ability to attract new customers, retain existing customers and increase the use of our platform by existing customers is critical to our success. Our future revenue will depend in large part on our success in attracting additional customers to our platform. Our ability to attract additional customers will depend on a number of factors, including the effectiveness of our sales team, the success of our marketing efforts, our levels of investment in expanding our sales and marketing teams, referrals by existing customers, our brand recognition within the markets we address, our efforts to provide satisfactory customer service, the stability and reliability of our platform, our ability to timely onboard new customers or timely expand functionality for our existing customers, the perceived value of our platform and the features and functionality it offers, our ability to leverage and scale our core sales efforts and marketing capabilities to focus on our core specialty healthcare verticals, and the nature and availability of competitive offerings. We may not experience the same levels of success in the future with respect to our customer acquisition strategies as we have experienced in the past, and if the costs associated with acquiring new customers were to materially increase in the future, our expenses may rise significantly.

A majority of our customers pay their subscription on a monthly basis, while a significant number of our customers pay their subscriptions on an annual basis. Our customers have no contractual obligation to renew their subscriptions after their subscription term expires. As a result, even though the number of customers using our platform has grown rapidly in recent periods, there can be no assurance that we will be able to retain these customers. Renewals of subscriptions may decline or fluctuate as a result of a number of factors, including dissatisfaction with our platform or support, the perception that a competitive platform, product or service presents a better or less expensive option or our failure to successfully deploy sales and marketing efforts towards existing customers as they approach the expiration of their subscription term. In addition, we may terminate our relationships with customers for various reasons, such as heightened credit risk, excessive card chargebacks, unacceptable business practices or contract breaches. We have historically experienced customer turnover as a result, in part, of our customers being SMBs, which are categorically more susceptible than larger businesses to general economic conditions, higher levels of churn, consolidation with other businesses and other risks affecting their businesses.

In addition to attracting new customers and retaining existing customers, we seek to expand usage of our platform by broadening adoption by our customers of the various products available on our platform. We have experienced difficulties with, and cannot be certain that we will be successful in, increasing adoption of additional products by our existing customers. Our ability to increase adoption of our products by our customers will depend on a number of factors, including our customers' satisfaction with our platform, competition, pricing and our ability to demonstrate the value proposition of our products. Our costs associated with renewals and generating sales of additional products to existing customers are substantially lower than our costs associated with entering into subscriptions with new customers. Accordingly, our business model relies to a significant extent on our ability to renew subscriptions and sell

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additional products to existing customers, and, if we are unable to retain revenue from existing customers

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or to increase revenue from existing customers, our operating results could be adversely impacted even if such lost revenue were offset by an increase in revenue from new customers.

Our ability to attract new customers and retain existing customers depends in part on our ability to timely onboard new customers or timely expand functionality for our existing customers. Our platform often requires integration and customization that can result in longer onboarding and ramping process times. New customers onboarding onto our platform or existing customers increasing functionality within our platform may require specific customizations that can delay lead times and may require onboarding efforts that take up to several months. Our onboarding and ramp times may be further delayed due to unanticipated complications with phone number porting or integrations with existing or new customers' systems, which could delay or prevent adoption of our platform for extended periods of time and may cause us to expend more resources than originally anticipated. These delays could limit our ability to attract and retain customers and may adversely affect our revenue and profits.

***We may not be able to successfully manage our growth, and if we are not able to grow efficiently, our business, financial condition and results of operations could suffer.***

We have significantly expanded our business and operations, and our business strategy contemplates that we will significantly expand our business and operations in the future. Our future operating results depend to a large extent on our ability to manage this expansion and growth successfully. Sustaining our growth will place significant demands on our management as well as on our administrative, operational, and financial resources, particularly while we continue to navigate relatively recent transitions in management and challenging macroeconomic conditions. If we are unable to manage our growth effectively, our revenue and profits could be adversely affected.

To manage our growth, we must continue to improve our operational, financial, and management information systems and expand, motivate, retain and manage our workforce. These improvements will require significant investments in, among other things, sales and marketing, customer support, technology infrastructure, regulatory compliance and risk management and general and administrative functions. These investments may not result in increased revenue growth in our business. If we are unable to increase our revenue at a rate sufficient to offset the expected increase in our costs, or if we encounter difficulties in managing a growing number of customers, our business, financial position and operating results will be harmed, and we may not be able to achieve or maintain profitability over the long term. Risks that we face in undertaking future expansion include:

- effectively recruiting, integrating, training, and motivating a large number of new employees, including our customer services representatives, direct sales force, and engineering resources, while retaining existing employees and reducing the rate of employee turnover, maintaining the beneficial aspects of our corporate culture, and effectively executing our business plan;
- successfully improving and expanding the capabilities of our platform and introducing new products and services;
- controlling expenses and investments in anticipation of expanded operations; and
- managing the expansion of operations in the United States and potentially in additional countries in the future, which will place additional demands on our resources and operations.

***We focus on serving SMBs and are subject to risks associated with serving small businesses.***

Our revenue is derived from SMBs, and the majority of our revenue is derived from small businesses. While we believe our core **healthcare** verticals in dental, optometry, **veterinary services**, and **veterinary other medical specialty** services have been more resilient than other types of small business, SMBs often have higher rates of business failures and limited budgets. Further, SMBs are fragmented in terms of size, geography, sophistication and nature of business and, consequently, are more challenging to serve at scale and in a cost-effective manner. Many of these

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SMBs are in the early stages of their development and there is no

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guarantee that their businesses will succeed. In addition, SMBs may be affected by economic uncertainty or downturns to a greater extent than enterprises and typically have more limited financial resources, including capital borrowing capacity, than enterprises. For example, increasing inflation and interest rates rate trends have adversely impacted economies and financial markets globally, which particularly impacted many SMBs. SMBs are also typically restricted by factors other than price in their technology-related decisions. These factors may make us more susceptible to economic downturns and may limit our ability to grow our business and become profitable. If we are not able to effectively address the risks associated with serving SMBs, our revenue, results of operations and financial condition could be adversely impacted.

***We face risks in targeting medium-sized businesses for sales of our subscriptions and, if we do not manage these efforts effectively, our business and results of operations could suffer.***

A majority of our current customer base consists of small businesses. In addition to pursuing continued customer growth among small businesses, we intend to pursue opportunities to expand our customer base among medium-sized businesses, businesses in various healthcare industries. As we target a portion of our sales efforts at larger and multi-location businesses, we may incur higher costs and longer sales and installation cycles, and we may be less effective at predicting when we will complete these sales. In these market segments, the decision to purchase our subscriptions may require the approval of more technical personnel and management levels within a potential customer's organization and, therefore, sales to larger and multi-location businesses may require us to invest more time educating potential customers about the benefits of our subscriptions. In addition, our customers may be acquired by or may consolidate into larger and multi-location businesses that may demand more features, integration services and customization, and may require more highly skilled sales and support personnel. These new businesses may also demand service-level agreements or other contractual terms that may introduce additional risk. Further, our investment in marketing our subscriptions to these potential customers may not be successful, which could adversely affect our results of operations and our overall ability to grow our customer base.

***We have a history of losses and we may not achieve or sustain profitability in the future.***

We have incurred net losses in each year since our inception, including net losses of \$31.0 million and \$49.7 million in 2023 and \$51.7 million in 2022, and 2021, respectively, and a net loss of \$24.0 million \$7.2 million for the nine three months ended September 30, 2023 March 31, 2024. We had an accumulated deficit of \$255.6 million \$269.9 million as of September 30, 2023 March 31, 2024. While we have experienced significant revenue growth in recent periods, we are not yet profitable and this our revenue growth rate may decline in future periods and you should not rely on the revenue growth of any given prior period as an indication of our future performance. Additionally, we are not certain whether we will be able to sustain or increase our revenue or whether or when we will attain sufficient revenue to achieve or maintain profitability in the future. We have experienced and expect to continue to experience increased costs and expenses in future periods, which could negatively affect our future results of operations if our revenue does not increase by amounts sufficient to offset such costs and expenses. We expect to continue to expend substantial financial and other resources on, among other things:

- sales and marketing, including the continued expansion of our direct sales organization and marketing programs and expanding our programs directed at increasing our brand awareness among current and new customers;
- increased labor and compensation expenses;
- investments in our customer support teams;
- improvements in regulatory compliance and risk management, including security and data protection;
- investments in our engineering team and the development of new products, features and functionality and enhancements to our platform, including developing the features and functionality required by new vertical markets that we choose to address in the future;

46 41

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- expansion of our operations and technology infrastructure;
  - international expansion; and
  - general administration, including legal, accounting and other expenses related to being a public company.

These investments may not result in increased revenue or growth of our business. We also expect that our revenue growth rate will decline over time. Accordingly, we may not be able to generate sufficient revenue to offset our expected cost increases and achieve and sustain profitability. If we fail to achieve and sustain profitability, then our business, results of operations and financial condition would be adversely affected.



**Unfavorable economic conditions and macroeconomic uncertainties have in the past and may continue to adversely impact our business, results of operations and financial performance.**

Global economic and business activities continue to face widespread macroeconomic uncertainties, including labor shortages and supply chain disruptions, inflation, as well as recession risks, which may continue for an extended period, and which could result in decreased spending by our existing and prospective customers and business partners, reduced demand for our platform due to reduced budgets or for other reasons, and longer or delayed sales cycles, all of which could have an adverse impact on our business operations and financial condition.

Furthermore, our revenue growth and potential profitability depend on demand for our platform. Historically, during economic downturns, there have been reductions in spending on IT and infrastructure as well as pressure for financial concessions. The adverse impact of economic downturns may be particularly acute among SMBs, which comprise the vast majority of our customer base. If current economic conditions persist or deteriorate further, our current and prospective customers may elect to decrease their budgets, which would limit our ability to grow our business and adversely affect our operating results.

We may also experience adverse impacts from delayed sales and implementation cycles, including customers and prospective customers delaying contract signing or subscription renewals. In addition, a majority of our customers are on monthly subscription arrangements with us and could terminate their subscriptions on short notice. If potential customers determine not to enter into subscriptions or defer subscribing to our platform, or if customers terminate or fail to renew their subscriptions, fail to pay us or reduce their spending with us, our revenue may grow more slowly or decline, we may be unable to collect amounts due and we may incur costs in enforcing our contract terms. If unfavorable economic conditions and macroeconomic uncertainty persist, then we could experience adverse impacts to our business, results of operations and overall financial performance in future periods.

**Our quarterly results may fluctuate, and if we fail to meet securities analysts' and investors' expectations, then the trading price of our common stock and the value of your investment could decline substantially.**

Our results of operations, including the levels of our revenue, cost of revenue, gross margin and operating expenses, have fluctuated from quarter to quarter in the past and may continue to vary significantly in the future. These fluctuations are a result of a variety of factors, many of which are outside of our control, and may be difficult to predict and may or may not fully reflect the underlying performance of our business. If our quarterly results of operations or forward-looking quarterly and annual financial guidance fall below the expectations of investors or securities analysts, then the trading price of common stock could decline substantially. Some of the important factors that may cause our results of operations to fluctuate from quarter to quarter include:

- rising inflation and interest rates rate trends and impacts on our customers our pace of hiring and the U.S. economy in general;

47 42

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- our ability to retain and increase revenue from existing customers and attract new customers;
  - our ability to introduce new products and enhance existing products;
  - our success in penetrating new vertical markets;
  - competition and the actions of our competitors, including pricing changes and the introduction of new products, services and geographies;
  - changes in laws, industry standards, regulations or regulatory enforcement in the United States or internationally;
  - changes in network service provider fees that we pay in connection with the delivery of communications on our platform;
  - changes in payment processing network and partner fees;
  - increases in fees from integration partners, such as providers of practice management systems or accounting software;
  - changes in cloud infrastructure fees that we pay in connection with the operation of our platform;
  - changes in our pricing as a result of our optimization efforts or otherwise;
  - the rate of expansion and productivity of our sales force;
  - change in the mix of products our product offerings that our customers use;
  - the amount and timing of operating costs and capital expenditures related to the operations and expansion of our business, including investments in research and development of new features and functionality for our platform, products and services, our international expansion and additional systems and processes;
  - costs associated with defending and resolving intellectual property infringement and other claims;



- significant security breaches of, technical difficulties with, or interruptions to, the delivery and use of our products on our platform;
- expenses in connection with mergers, acquisitions or other strategic transactions and the follow-on costs of integration;
- the timing of customer payments and any difficulty in collecting accounts receivable from customers;
- general economic conditions that may adversely affect a prospective customer's ability or willingness to adopt our products, delay a prospective customer's adoption decision, reduce the revenue that we generate from subscriptions to our platform and use of our products or affect customer retention;
- sales tax and other tax determinations by authorities in the jurisdictions in which we conduct business;
- the impact of new accounting pronouncements; and
- fluctuations in stock-based compensation expense.

The occurrence of one or more of the foregoing and other factors may cause our results of operations to vary significantly. As such, we believe that quarter-to-quarter comparisons of our results of operations may not be meaningful and should not be relied upon as an indication of future performance. In addition,

48 43

a significant percentage of our operating expenses is fixed in nature and is based on forecasted revenue trends. Accordingly, in the event of a revenue shortfall, we may not be able to mitigate the negative impact on our loss and margins in the short term. If we fail to meet or exceed the expectations of investors or securities analysts, then the trading price of our common stock could fall substantially, and we could face costly lawsuits, including securities class action suits.

***If we are not able to maintain and enhance our brand and increase market awareness of our company, platform and products, then our business, results of operations and financial condition may be adversely affected.***

We believe that maintaining and enhancing our brand identity and increasing market awareness of our company, platform and products are critical to achieving widespread acceptance of our platform, to strengthen our relationships with our existing customers and to our ability to attract new customers. The successful promotion of our brand will depend largely on our continued marketing efforts, our ability to continue to offer high quality products and support and our ability to successfully differentiate our platform and products from competing offerings. Our brand promotion activities may not be successful or yield increased revenue.

As we seek to expand our customer base by targeting additional **healthcare** vertical markets in the future, we will need to establish brand awareness in new markets in which we have not historically had a presence. Although we have invested in promoting our brand generally, we may not have significant brand awareness in these new **healthcare vertical** markets, and will need to make additional investments to expand awareness of our brand in the new **healthcare** vertical markets we seek to address. In addition, as and to the extent we seek to expand our reach internationally, we will need to invest in establishing awareness of our brand in new international markets.

From time to time, our customers have complained about our platform and products, such as complaints about our pricing and customer support. If we do not handle customer complaints effectively, then our brand and reputation may suffer, our customers may lose confidence in us and they may reduce or cease their use of our products. In addition, many of our customers post and discuss on social media about internet-based products and services, including our platform and products. Our success depends, in part, on our ability to generate positive customer feedback and minimize negative feedback on social media channels where existing and potential customers seek and share information. If actions we take or changes we make to our platform or products upset these customers, then their online commentary could negatively affect our brand, reputation and customer trust. Complaints or negative publicity about us, our platform or products could adversely impact our ability to attract and retain customers, our business, results of operations and financial condition.

The promotion of our brand requires us to make substantial expenditures, and we anticipate that these expenditures will increase as our market becomes more competitive and as we expand into new markets. To the extent these activities increase revenue, this revenue may not be enough to offset the increased expenses we incur. In addition, **since the beginning of the COVID-19 pandemic, we have had limited ability to attend attendance at trade shows and similar industry events, which had been a significant source of our customer pipeline in periods prior to the start of the pandemic. In 2022, we saw a pandemic, have not rebounded to pre-pandemic levels and may never return of some of to these in-person events, and we have continued to see the number of in-person trade shows and attendance increase into 2023. Despite increases in the number of in-person events and increased attendance at such events, it is likely that we will continue to have a mix of virtual and in-person trade show or other industry events in the near future and a smaller number of overall in-person events than we attended prior to the COVID-19 pandemic. levels.** We have typically relied on trade shows, industry events and other in-person meetings to facilitate customer sign-ups and generate leads for potential customers, and we cannot predict how long or the extent to which the **ongoing lasting impact of from** the COVID-19 pandemic may continue to constrain our marketing, promotional and sales activities. If we do not successfully maintain and enhance our brand, then our business may not grow, we may have to lower our prices to compete and we may lose customers, all of which would adversely affect our business, results of operations and financial condition.

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**The market for our platform and products is *still relatively new and evolving*, may decline or experience limited growth and is dependent in part on businesses continuing to adopt our platform and use our products.**

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We believe that our future success will depend in part on the growth, if any, and evolution of the market for a platform that enables SMBs to attract, engage, and retain their customers. **The utilization of a customer experience platform by SMBs to engage with their customers is still relatively new, and** SMBs may not recognize the need for, or benefits of, our platform and products. SMBs may decide to adopt alternative products and services to satisfy their customer engagement needs. In order to grow our business and extend our market position, we intend to focus on educating SMBs about the benefits of our products and platform, expanding the functionality of our platform and products and bringing new technologies to market to increase market acceptance and use of our platform and to address additional markets. Our ability to expand the market that our platform and products address depends upon a number of factors, including the cost, performance, technology, IT infrastructure, and the perceived value associated with our platform and products. The market for our platform and products could fail to grow significantly or there could be a reduction in demand for our platform and products as a result of a lack of customer acceptance, technological challenges, competing products and services, decreases in spending by current and prospective customers, weakening economic conditions and other causes. If our market does not experience significant growth or demand for our platform and products decreases, then our business, results of operations and financial condition could be adversely affected.

***If we are unable to attract new customers in a cost-effective manner, then our business, results of operations and financial condition would be adversely affected.***

In order to grow our business, we must continue to attract new customers in a cost-effective manner. We use a variety of marketing channels to promote our products and platform, such as industry and customer events, trade shows, public relations initiatives and brand marketing, as well as search engine marketing and optimization. If the costs of the lead generation and marketing channels we use increase dramatically, then we may choose to use alternative and less expensive channels, which may not be as effective as the channels we currently use. As we add to or change the mix of our lead generation and marketing strategies, we may need to expand into more expensive channels than those we are currently in, which could adversely affect our business, results of operations and financial condition. Since the beginning of the COVID-19 pandemic, our in-person lead generation and marketing efforts have been significantly limited due to event cancellations and the related evolution in where our potential customers assemble, and we have had to further develop our inbound and outbound channels to make up for the absence of sales leads generated from trade shows and other industry events. **In 2022 and throughout 2023, we have seen some of these trade shows and conferences return to in-person events but the number of available shows and the attendance levels at these shows have not yet returned to pre-pandemic levels. We anticipate continuing to rebalance our marketing spend to account for the resumption of in-person business development activities, as noted above.** To the extent that trade shows and other in-person lead generation activities continue to resume, there can be no assurance that those activities will attract new customers in a cost-effective manner or at levels that existed prior to the COVID-19 pandemic.

We will incur marketing expenses before we are able to recognize any revenue that the lead generation and marketing initiatives may generate, and these expenses may not result in increased revenue or brand awareness. We have made in the past, and may make in the future, significant expenditures and investments in new marketing campaigns, and we cannot guarantee that any such investments will lead to the cost-effective acquisition of additional customers. If we are unable to maintain effective marketing programs, then our ability to attract new customers could be adversely affected, our advertising and marketing expenses could increase substantially, and our results of operations may suffer.

***If we are unable to develop and maintain successful integrations, such as integrations with providers of **systems of record, including practice management systems ("PMS")**, or accounting software, the value of our***

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**platform and products could decline and our results of operations and financial condition could be adversely affected.**

We have built integrations with other vendors, such as providers systems of PMS or related solutions, record providers, and we intend to pursue additional integrations in the future. Our integrations with these partners are typically structured as commercial and technical partnership agreements, pursuant to which we integrate certain aspects of our platform and products with the systems or software that are utilized by our customers, for agreed payments to such integration partners based on pricing models they have customarily offered us. The success of our business strategy relies, in part, on our ability to form and maintain these integrations with such partners on customary terms in order to facilitate and permit the integration of our platform and

45

products into the systems or software used by our customers. For example, dental PMS product Dentrix provides critical functionality to our platform for a significant portion of our customer base, pursuant to a contract that provides for integration through July 2026, subject to certain conditions including third-party access approval and security protocols for data protection and system integrity. Providers of these systems or software may compete with certain of the functionality offered by our platform and products, and they may in the future expand their offerings to compete more directly with our platform and products or elect to partner with our competitors. If providers of these systems or software amend, terminate or fail to perform their obligations under their agreements with us, or if they elect to prioritize developing competing offerings or developing integration with offerings of our competitors, our platform and products may no longer integrate with the systems or software of our customers, which would lower the value of our platform and products to our customers and materially and adversely affect our business results. Additionally, if these providers change their pricing models in a manner adverse to us, our results of operations may be adversely impacted.

We may also seek to create new integrations in the future, and we may not be successful in developing integrations or negotiating integration agreements on terms favorable to us. If we are not able to create integrations with other providers of systems or software used by our customers, the attractiveness of our products to customers may be diminished. In addition, any delay in creating integrations with providers of systems or software used by our customers or potential customers could delay or impair our ability to enter new healthcare vertical markets or enhance the functionality of our platform and products, and reduce their competitiveness. Any such delay could adversely affect our business.

**The market in which we participate is highly competitive, and if we do not compete effectively, our business, results of operations and financial condition could be harmed.**

The market for our platform and products is rapidly evolving, significantly fragmented and highly competitive, with relatively low barriers to entry in some segments. In many cases, our primary competition is the combination of existing point solutions, such as messaging, phone service, marketing tools, payments, CRM, customer relationship management ("CRM") and PMS platforms, analytics and social media reviews management, that potential customers may already use to manage their businesses practices and in which they have made significant investments.

The principal competitive factors in our market include platform breadth, ability to offer an all-in-one solution, package, ease of deployment and use, industry-specific capabilities and workflows with best-in-class product functionality, depth of integration with leading systems of record, ability to enable differentiated customer insights and engagement, cloud-based delivery architecture, advanced payments capabilities, brand recognition and pricing value and total cost of ownership. Our competitors fall into the following primary categories:

- customer interactions management solutions;
- customer experience management;
- marketing solutions;
- business intelligence;

51

- integrated payment providers;
- unified communications and telecommunications; and



- customer relationship management.

We also face competition from the systems of record, including **systems of record providers, such as** suppliers of PMS, that have significant market penetration and broad market acceptance in the markets that we address. Although these systems do not currently offer the broad functionality provided by our

46

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platform or products, if the providers of these systems were to seek to integrate some or all of the functionality offered by our platform or products in the future, either by building that functionality into their systems or through partnerships with third parties, existing or potential customers that use these systems may choose to use that functionality rather than to subscribe to our platform and products. This development could have an adverse effect on our business, operating results and financial condition.

If one or more of our competitors were to merge or partner with another of our competitors, the change in the competitive landscape could also adversely affect our ability to compete effectively. For example, sales force automation and CRM vendors could acquire or develop applications that compete with our marketing software offerings. Some of these companies have **recently in the past** acquired social media marketing and other marketing software providers to integrate with their broader offerings, which may increase the competition we experience from those third parties.

Some of our competitors and potential competitors are larger and have greater name recognition, longer operating histories, more established customer relationships, larger budgets and significantly greater resources than we do. In addition, they have the operating flexibility to bundle competing products and services at little or no perceived incremental cost, including offering them at a lower price as part of a larger sales transaction. As a result, our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. In addition, some competitors may offer products or services that address one or a limited number of functions at lower prices, with greater depth than our products or in different geographies or in vertical markets. Customers utilize our products in many ways and use varying levels of functionality that our products offer or are capable of supporting or enabling within their applications. Customers that use only limited functionality in our platform or products may be able to more easily replace our products with competitive offerings. In addition, some of our customers may choose to use our platform and products and our competitors' products at the same time.

Moreover, as we expand the functionality of our platform and products to include additional solutions, address new **healthcare** vertical markets and enter new markets outside the United States, we may face additional sources of competition. We cannot be sure that we will compete as successfully against companies with products that offer solutions in those markets as we have to date. In addition, we cannot be sure we will compete successfully against incumbent providers of solutions with established brands and market presence if we enter new **healthcare** vertical markets and new markets outside the United States.

In addition, some of our competitors have lower list prices than us, which may be attractive to certain customers even if those products have different or lesser functionality. Our current and potential competitors may also develop and market new products and services with comparable functionality to our products, and this could lead to us having to decrease **our** prices in order to remain competitive. If we are unable to maintain our current pricing due to competitive pressures, our margins will be reduced and our business, results of operations and financial condition would be adversely affected. In addition, increased competition generally could result in reduced revenue, reduced margins, increased losses or the failure of our products to achieve or maintain widespread market acceptance, any of which could harm our business, results of operations and financial condition.

***If we do not develop enhancements to our platform and products and introduce new products that achieve market acceptance, our business, results of operations and financial condition would be adversely affected.***

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Our ability to attract new customers and increase revenue from existing customers depends in part on our ability to enhance and improve our existing platform and products, increase adoption and usage of our products and introduce new products. The success of any enhancements or new products depends on several factors, including timely completion, adequate quality testing, actual performance quality, market-accepted pricing levels, overall market acceptance, ease of use of the new product and trained customer support personnel who can assist customers with the new product. Enhancements and new

47



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products that we develop may not be introduced in a timely or cost-effective manner, may contain errors or defects, may require reworking features and capabilities, may have interoperability difficulties with our platform or other products or may not achieve the broad market acceptance necessary to generate significant revenue. Our ability to generate usage of additional products by our customers may also require increasingly sophisticated and more costly sales efforts. In addition, adoption of new products or enhancements may put additional strain on our customer support and success teams, which could require us to make additional expenditures related to further hiring and training. We also may invest in the acquisition of complementary businesses, technologies, services, products and other assets that expand the products that we can offer our customers. We may make these investments without being certain that they will result in products or enhancements that will be accepted by existing or prospective customers. If we are unable to successfully enhance our existing platform and products to meet evolving customer requirements, increase adoption and usage of our products or develop new products, or if our efforts to increase the usage of our products are more expensive than we expect, then our business, results of operations and financial condition would be adversely affected.

***Any failure to offer high quality customer service and support may adversely affect our relationships with our customers and prospective customers, and adversely affect our business, results of operations and financial condition.***

Many of our customers depend on our customer support and success teams to assist them in deploying our products effectively, to help them to resolve post deployment issues quickly and to provide ongoing support. As such, we believe our focus on customer service and support is critical to onboarding new customers and retaining our existing customers and growing our business. If we do not devote sufficient resources or are otherwise unsuccessful in supporting our customers effectively, our ability to retain existing customers could suffer and prospective customers may be less likely to adopt our platform and products. Accordingly, we expect to devote significant resources to maintaining and enhancing the effectiveness of our customer service and support function, and increased investments in customer service and support, without corresponding revenue, could adversely affect our business, results of operations and financial condition.

Our ability to provide effective customer service and support may be adversely affected by a variety of factors. We may be unable to respond quickly enough to accommodate short term increases in demand for service and support from our customer support and success teams. Approximately one-third of our current customer service and support staff has been employed with us for less than one year and therefore may be less familiar with our platform and products than our more tenured employees. In addition, as we add functionality to our platform or as customers begin to increase the ways in which they use our platform or products, customer service needs may become more time-consuming to meet. If our customers are not satisfied with the level of customer support we provide, they may stop using our platform or may not subscribe to additional products we offer. In addition, to improve our level of customer support and service and to meet increased customer demand for support, we may need to devote additional resources to hiring and training personnel, which will increase our costs and without additional corresponding revenue, could adversely affect our business, results of operations and financial condition.

Our ability to gain new customers is highly dependent on our business reputation and on positive recommendations from customers. Any failure to maintain high quality customer service and support, or a market perception that we do not maintain high quality customer service and support, could erode customer trust and adversely affect our reputation, business, results of operations and financial condition.

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***If we fail to adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing customer needs, requirements or preferences, our platform and products may become less competitive.***

The market for vertically tailored **communications** **customer experience** and **engagement payments** software in general, and cloud-based communications in particular, is subject to rapid technological change, evolving industry standards, changing regulations, as well as changing customer needs, requirements and preferences. Customers

48

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and consumers may choose to adopt other forms of electronic communications or alternative customer engagement platforms. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes on a timely basis. If we are unable to develop functionality for our platform or new products that satisfy our customers and provide enhancements and new features for our existing products that keep pace with rapid technological and industry change, including but not limited to applicable industry standards, our business, results of operations and financial condition could be adversely affected. If new technologies emerge that are able to deliver competitive products and services at lower prices, more efficiently, more conveniently or more securely, such technologies could adversely impact our ability to compete effectively.

Our platform must integrate with a variety of network, hardware, mobile and software platforms and technologies, and we need to continuously modify and enhance our products and platform to adapt to changes and innovation in these technologies if mobile phone operating system providers, network service providers, our customers or their end users adopt new software platforms or infrastructure, we may be required to develop new versions of our products to work with those new platforms or infrastructure. This development effort may require significant resources, which could adversely affect our business, results of operations and financial condition. We may need to devote significant resources to the creation, support, and maintenance of our mobile applications, and any failure of our platform and products to operate effectively with evolving or new platforms and technologies could reduce the demand for our platform and products. If we are unable to respond to these changes in a cost-effective manner, or at all, our platform and products may become less marketable and less competitive or obsolete, and our business, results of operations and financial condition could be adversely affected.

***We depend on the interoperability of our platform or products with those of our integration partners.***

We maintain integrations with various third-party applications, products and services to enhance our vertically tailored software platform. These third-party offerings are constantly evolving, and we may not be able to maintain or modify our platform to ensure its compatibility with these offerings. In addition, some of these third parties may have or introduce offerings that compete with our platform. These third parties or our competitors may take actions that disrupt the interoperability of our platform with their products or services, or they may exert strong business influence on our ability to, and the terms on which, we operate and distribute our platform. As our platform evolves, we expect the types and levels of competition we face to increase. Should any of our competitors modify their technologies, standards, or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us or gives preferential treatment to our competitors' products or services, our platform, business, financial condition, and results of operations could be adversely affected.

***We rely on hardware purchased or leased from, software licensed from, and services rendered by third parties in order to provide our platform and products and run our business, sometimes by a single-source supplier.***

We rely on hardware, purchased or leased from, software licensed from, and services rendered by third parties in order to provide our solutions and run our business, sometimes by a single-source supplier. In particular, we rely on single-source suppliers for phones and point-of-sale terminals: Yealink to supply phones for our platform and Stripe to provide point-of-sale devices and payment processing services for Weave Payments. Additionally, Bandwidth and Telnyx power the **texting text messaging** functionality of our platform. We also rely on hosted **SaaS Software as a Service** technologies from third parties in order to operate critical internal

54

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functions of our business, including enterprise resource planning, customer support and customer relations management services. We do not have long-term supply agreements with our sole source hardware suppliers and **we** maintain only a small amount of inventory, making us vulnerable to price increases and supplier capacity and supply chain constraints. Third-party hardware, software and services **have in the past and may not continue in the future cease** to be available on a timely basis, on commercially reasonable terms, or at all. Any loss of the supply, right to use or any failures of third-party hardware, software or services, could result in delays in our ability to provide our platform and products or

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run our business. In addition, even if we are able to identify **equivalent replacement** hardware, software or services or are able to internally develop a replacement solution, integrating any new hardware, software or service could be costly and time-consuming and may not result in an equivalent solution, any of which could adversely affect our business, results of operations and financial condition.



In the event our customers' ability to use the functionality supplied by our platform were is disrupted as a result of issues affecting the hardware, software or services provide by third parties, customers could assert claims against us in connection with such service disruption or cease conducting business with us altogether. Even if not successful, a claim brought against us by any of our customers would likely be time-consuming and costly to defend and could harm our reputation and brand, making it harder for us to sell our platform and products.

**Breaches of our applications, networks or systems, or those of GCP or our service providers, could degrade our ability to conduct our business, compromise the integrity of our products, platform and data, result in significant data losses and the theft of our intellectual property, damage our reputation, expose us to liability to third parties and require us to incur significant additional costs to maintain the security of our networks and data.**

We depend upon our information technology ("IT") systems to conduct virtually all of our business operations, ranging from the operation of our platform, our internal operations and research and development activities to our marketing and sales efforts and communications with our customers and integration partners. Individuals or entities may attempt to penetrate our network security, or that of our platform, and to cause harm to our business operations, including by misappropriating our proprietary information or that of our customers, employees and integration partners or to cause interruptions of our products and platform. In particular, cyberattacks (including ransomware) and other malicious internet-based activity continue to increase in frequency and in magnitude generally, and cloud-based companies continue to be targeted. In addition to threats from traditional computer hackers, malicious code (such as malware, viruses, worms, and ransomware), employees employee theft or misuse, password spraying, phishing, credential stuffing, and denial-of-service attacks, we also face threats from sophisticated organized crime, nation-state, and nation-state supported actors who engage in attacks (including advanced persistent threat intrusions) that add to the risk to our systems (including those hosted on GCP or other cloud services), internal networks, our customers' systems and the information that they store and process. Because the techniques used by such individuals or entities to access, disrupt or sabotage devices, systems and networks change frequently and may not be recognized until launched against a target, we may be required to make further investments over time to protect data and infrastructure as cybersecurity threats develop, evolve and grow more complex over time. We may also be unable to anticipate these techniques, and we may not become aware in a timely manner of such a security breach, which could exacerbate any damage we experience. Additionally, we depend upon our employees and contractors to appropriately handle confidential and sensitive data, including customer data, and to deploy our IT resources in a safe and secure manner that does not expose our network systems to security breaches or the loss of data.

We have been and will continue to be subject to cybersecurity threats and incidents, including denial-of-service attacks, employee errors or individual attempts to gain unauthorized access to information systems. Any information security incidents, including internal malfeasance or inadvertent disclosures by our employees or a third-party's fraudulent inducement of our employees to disclose information, unauthorized access or usage, virus or similar breach or disruption of us or our service providers, such as GCP, could result in the loss of confidential or personal information, damage to our reputation, erosion of

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customer trust, loss of customers, litigation, regulatory investigations, fines, penalties and other liabilities. Furthermore, we are required to comply with laws and regulations, including stringent regulations such as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), that require us to maintain the security of personal information and we may have contractual and other legal obligations to notify customers, regulators or other relevant stakeholders of security breaches. Such disclosures could lead to negative publicity, may cause our customers to lose confidence in the effectiveness of our security measures and require us to expend significant capital and other resources to respond to and/or mitigate

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the security breach. Accordingly, if our cybersecurity measures or those of GCP or our service providers, fail to protect against unauthorized access, attacks (which may include sophisticated cyberattacks), compromise or the mishandling of data by our employees and contractors, then our reputation, customer trust, business, results of operations and financial condition could be adversely affected.

While we maintain errors, omissions, and cyber liability insurance policies covering certain security and privacy damages, we cannot be certain that our existing insurance coverage will continue to be available on acceptable terms, and in sufficient amounts, to cover the potentially significant losses that may result from a security incident or breach or that the insurer will not deny coverage as to any future claim.

**We rely on a single supplier to provide the technology we offer through Weave Payments.**



In order to provide Weave Payments, we have entered into payment service provider agreements with Stripe Inc. ("Stripe"). These payment service provider agreements provide for terms which expire at various dates after 2028, and in some cases, renew for subsequent 12-month terms unless we provide a notice of termination prior to the end of the then current term. These agreements are integral to Weave Payments, and any problems with Stripe or disruption affecting its services could have an adverse effect on our reputation, results of operations and financial results. If Stripe were to terminate its relationship with us, we could incur substantial delays and expense in finding and integrating an alternative payment service provider into Weave Payments, and the quality and reliability of such alternative payment service provider may not be comparable. Any temporary or permanent disruption in our ability to offer Weave Payments, whether as a result of an interruption in Stripe's services due to technical or other issues, or due to the termination of our agreement with Stripe, would decrease our revenue and adversely affect our business.

We have in the past experienced limited interruptions with respect to payments processed through Stripe, which in some cases resulted in the temporary inability of some of our customers to collect payments through our platform. In the event that Stripe fails to maintain adequate levels of support, experiences interrupted operations, experiences a breach of their networks or systems, does not provide high quality service, or increases the fees they charge us, we may suffer additional costs and be required to pursue new third-party relationships, which could materially disrupt our operations. In addition, interruptions affecting payment processing by Stripe could result in periods of time during which Weave Payments cannot function properly, and therefore cannot collect payments for our customers, which could adversely affect our relationships with our customers and our business, reputation, brand, financial condition, and results of operations.

***To deliver our products, we rely on network service providers and internet service providers for our network service and connectivity and disruption or deterioration in the quality of these services could adversely affect our business, results of operations and financial condition.***

We currently interconnect with network service providers to enable the use by our customers of our products over their networks and we rely on network service providers for these services. Where we do not have direct access to phone numbers, our reliance on network service providers has reduced our operating flexibility, ability to make timely service changes and control quality of service. In addition, the fees that we are charged by network service providers may change daily or weekly, while we do not typically change our customers' pricing as rapidly.

56

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At times, network service providers have instituted additional fees due to regulatory, competitive or other industry related changes that increase our network costs. Additionally, our ability to respond to any new fees may be constrained if all network service providers in a particular market impose equivalent fee structures, if the magnitude of the fees is disproportionately large when compared to the underlying prices paid by our customers, or if the market conditions limit our ability to increase the price we charge our customers. For example, in recent periods we have experienced higher fees associated with text messaging.

51

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Furthermore, many of these network service providers do not have long-term committed contracts with us and may interrupt services or terminate their agreements with us without notice. If a significant portion of our network service providers stop providing us with access to their infrastructure, fail to provide these services to us on a cost-effective basis, cease operations, or otherwise terminate these services, the delay caused by qualifying and switching to other network service providers could be time-consuming and costly and could adversely affect our business, results of operations and financial condition. Further, if problems occur with our network service providers, it may cause errors or poor quality communications with our products, and we could encounter difficulty identifying the source of the problem. The occurrence of errors or poor quality communications on our products, whether caused by our platform or a network service provider, may result in the loss of our existing customers or the delay of adoption of our products by potential customers and may adversely affect our business, results of operations and financial condition.

Further, we sometimes access network services through intermediaries who have direct access to network service providers. We expect that we will continue to rely on intermediaries for these services, but this may change in the future. These intermediaries sometimes have offerings that directly compete with our products and may stop providing services to us on a cost-effective basis. If a significant portion of these intermediaries stop providing services or stop providing services on a cost-effective basis, our business could be adversely affected.

We also interconnect with internet service providers to enable the use of our communications products by our customers, and we expect that we will continue to rely on internet service providers for network connectivity going forward. Our reliance on internet service providers reduces our control over quality of service and exposes us to potential service outages and rate fluctuations. If a significant portion of our internet service providers stop providing us with access to their network infrastructure, fail to provide access on a cost-effective basis, cease operations, or otherwise terminate access, the delay caused by qualifying and switching to other internet service providers could be time-consuming and costly and could adversely affect our business, results of operations, and financial condition.



If problems were to occur with any of these third-party network or internet service providers, they may cause errors or poor call quality that could impact our customers, and we could encounter difficulty identifying the source of the problem. From time to time, these third-party network or service providers have been adversely impacted or overloaded by large increases in traffic for a variety of reasons. The occurrence of interruptions, errors or poor call quality, whether caused by our systems or a third-party network or service provider, may result in the loss of our existing customers and delay or loss of market acceptance of our platform and products, and harm our business and results of operations.

***We substantially rely upon GCP to operate our platform, and any disruption of or interference with our use of GCP would adversely affect our business, results of operations and financial condition.***

GCP provides a distributed computing infrastructure platform for business operations, or what is commonly referred to as a cloud computing service. We outsource a substantial majority of our cloud infrastructure to GCP, which hosts our products and platform, and have designed our software and computer systems to utilize data processing, storage capabilities, and other services provided by GCP. We cannot easily switch our GCP operations to another cloud provider, and any disruption of, or interference with, our use of GCP could have a material adverse effect on our business, operating results, and financial condition.

57

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Our customers need to be able to access our platform at any time, without interruption or degradation of performance. GCP runs its own platform that we access, and we are, therefore, vulnerable to service interruptions at GCP. We have experienced, and expect that in the future we may experience interruptions, delays and outages in service and availability due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions and capacity constraints. Capacity constraints could be due to a number of potential causes, including technical failures, natural disasters, pandemics, such as COVID-19, fraud or security attacks. In addition, if our security, or that of GCP, is compromised,

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or our products or platform are unavailable or our users are unable to use our products within a reasonable amount of time or at all, then our business, results of operations and financial condition could be adversely affected. It may become increasingly difficult to maintain and improve our platform performance, especially during peak usage times, as our products become more complex and the usage of our products increases. To the extent that we do not effectively address capacity constraints, either through GCP or alternative providers of cloud infrastructure, our business, results of operations and financial condition may be adversely affected. In addition, any changes in service levels from GCP may adversely affect our ability to meet our customers' requirements, result in negative publicity which could harm our reputation and brand and may adversely affect the usage of our platform.

Our agreement with GCP is for a 60-month term (through 2027) with no renewal right thereafter. Although we have successfully transitioned cloud service providers in the past and we expect that we could receive similar services from other third parties in the future, if any of our arrangements with GCP are terminated, we could experience interruptions on our platform and in our ability to make our products available to customers, as well as delays and additional expenses in arranging alternative cloud infrastructure services.

Any of the above circumstances or events may harm our reputation, erode customer trust, cause customers to stop using our products, impair our ability to increase revenue from existing customers, impair our ability to grow our customer base, subject us to financial penalties and liabilities under certain of our agreements and otherwise harm our business, results of operations and financial condition.

***Defects or errors in our platform or products could diminish demand for our products, harm our business and results of operations and subject us to liability.***

Our customers use our platform and products for important aspects of their businesses, and any errors, defects or disruptions to our products and any other performance problems with our products could damage our customers' businesses and, in turn, hurt our brand and reputation and erode customer trust. We provide regular updates to our platform and products, which have in the past contained, and may in the future contain, undetected errors, failures, vulnerabilities and bugs when first introduced or released. Real or perceived errors, failures or bugs in our products could result in negative publicity, loss of or delay in market acceptance of our platform, loss of competitive position, lower customer retention or claims by customers for losses sustained by them. In such an event, we may be required, or may choose, for customer relations or other reasons, to expend additional resources in order to help correct the problem. In addition, we may not carry insurance sufficient to compensate us for any losses that may result from claims arising from defects or disruptions in our products. As a result, our reputation and our brand could be harmed, and our business, results of operations and financial condition may be adversely affected.



***The use of artificial intelligence ("AI") technologies in our platform and our business may not produce the desired benefits, and may result in increased liability, reputational harm, or other adverse consequences.***

We continue to incorporate additional AI solutions and features into our platform and our business and these solutions and features may become more important to our operations or to our future growth over time. However, there can be no assurance that we will realize the desired or anticipated benefits from AI. Our investments in AI solutions and features may negatively impact our cost of revenue and gross margins until we are able to increase revenue enough to offset these investments. We may also fail to properly implement or market our AI solutions and features. Our competitors or other third parties may incorporate AI into their products, offerings, and solutions more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our results of operations. Our ability to effectively implement and market our AI solutions and features will depend, in part, on our ability to attract and retain employees with AI expertise, and we expect significant competition for professionals with the skills and technical knowledge that we will require. Additionally, our offerings based on AI may expose us to additional claims, demands and proceedings by private parties and regulatory authorities and subject us to legal liability as well as brand and reputational harm. For example, our business,

53

financial condition and results of operations may be adversely affected if content or recommendations that AI solutions or features assist in producing are or are alleged to be deficient, inaccurate, or biased, or if such content, recommendations, solutions, or features or their development or deployment (including the collection, use, or other processing of data used to train or create such AI solutions or features) are found to have or alleged to have infringed upon or misappropriated third-party intellectual property rights or violated applicable laws, regulations, or other actual or asserted legal obligations to which we are or may become subject. The legal, regulatory, and policy environments around AI are evolving rapidly, and we may become subject to new and evolving legal and other obligations. These and other developments may require us to make significant changes to our use of AI, including by limiting or restricting our use of AI, and which may require us to make significant changes to our policies and practices, which may necessitate expenditure of significant time, expense, and other resources. AI also presents emerging ethical issues, and if our use of AI becomes controversial, we may experience brand or reputational harm.

***Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business and operating results.***

Our continued growth depends in part on the ability of our existing and potential customers to access our platform at any time and within an acceptable amount of time. Our platform is proprietary, and we rely on the expertise of members of our engineering, operations, and product development teams for our platform's continued performance. We have experienced, and may in the future experience, disruptions, outages, and other performance problems related to our platform due to a variety of factors, including

58

infrastructure changes, introductions of new functionality, human or software errors, delays in scaling our technical infrastructure if we do not maintain enough excess capacity and accurately predict our infrastructure requirements, capacity constraints due to an overwhelming number of users accessing our platform simultaneously, denial-of-service attacks, human error, actions or inactions attributable to third parties, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks and other geopolitical unrest, computer viruses, ransomware, malware or other events. Our systems also may be subject to break-ins, sabotage, theft, and intentional acts of vandalism, including by our own employees. Some of our systems are not fully redundant and our disaster recovery planning may not be sufficient for all eventualities. Further, our business or network interruption insurance may not be sufficient to cover all of our losses that may result from interruptions in our service as a result of systems failures and similar events.

From time to time, we may experience limited periods of server downtime due to server failure or other technical difficulties. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our platform becomes more complex and our user traffic increases. If our platform is unavailable or if our users are unable to access our platform within a reasonable amount of time, or at all, our business would be adversely affected and our brand could be harmed. In the event of any of the factors described above, or certain other failures of our infrastructure, customer or guest data may be permanently lost.

Moreover, a limited number of our agreements with customers may provide for limited service level commitments from time to time, and it is possible that an increasing number of our agreements may include service-level commitments in the future. If we experience significant periods of service downtime in the future, we may be subject to claims by our customers against these service level commitments. System failures in the future could also result in significant losses of revenue. To the extent that we do



not effectively address capacity constraints, upgrade our systems as needed, and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be adversely affected.

***We may not be able to continue to expand our share of our existing vertical markets or expand into new healthcare vertical markets, which would inhibit our ability to grow and increase our profitability.***

54

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Our future growth and profitability depend, in part, upon our continued expansion within the healthcare vertical markets, such as dentistry, optometry, veterinary, and veterinary, other medical specialty services where our revenue is concentrated, as well as our ability to penetrate new healthcare vertical markets.

Our expansion into new healthcare vertical markets also depends upon our ability to adapt our existing platform, develop additional features and functionality to meet the particular needs of each new vertical market, and may depend on our ability to integrate our platform with practice management software or other systems of record. For example, some new healthcare vertical markets may require greater mobile functionality than customers in our existing markets. Other new healthcare vertical markets may require additional functionality to address regulatory considerations. Specifically, in our existing vertical markets such as dentistry and optometry, we had to expend significant time and resources to integrate with dental practice management software and address the strict patient and other privacy regulations associated with those industries. We may not have adequate financial or technological resources to develop effective and secure enhancements to our platform and new products that will satisfy the demands of these new healthcare vertical markets. In addition, we will need to make sales and marketing investments to increase awareness of our platform and products in new healthcare vertical markets in which we have not historically had a presence. Further, as positive references from existing customers are vital to expanding into new vertical and geographic markets, any dissatisfaction on the part of existing customers may harm our brand and reputation and inhibit market acceptance of our platform and products.

59

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As part of our strategy to expand into new healthcare vertical markets, we may look for acquisition opportunities and partnerships that will allow us to enhance our offerings and distribution channels for those verticals and increase our market penetration. We may not be able to successfully identify suitable acquisition, partnership, or integration candidates in the future, and if we do, they may not provide us with the benefits we anticipated.

Penetrating new healthcare vertical markets may also prove to be more challenging or costly or take longer than we may anticipate. If we fail to expand into new healthcare vertical markets and increase our penetration into existing vertical markets, we may not be able to continue to grow our revenue. Moreover, we will need to make investments to enter new markets in advance of deriving revenue from those markets, and, if we are unable to derive incremental revenue from new healthcare vertical markets in which we make investments to earn an adequate return on our investments, our business and results of operations will suffer. In addition, we cannot be sure that the time periods that have been required historically to identify, evaluate, develop and launch new product offerings to address specific healthcare vertical markets will be representative of the time that will be required to address new healthcare vertical markets in the future. Delays in addressing healthcare vertical markets may result in an increase in the investment required to address these markets, delay our ability to derive revenue from these markets and adversely affect our ability to address those markets if other companies are able to address those markets with competitive offerings before we are able to do so.

***Growth may place significant demands on our infrastructure.***

As our operations grow in size, scope, and complexity, we will need to improve and upgrade our systems and infrastructure to attract, service, and retain an increasing number of customers. For example, we expect the volume of simultaneous calls to increase significantly as our customer base grows. Our infrastructure may not be able to accommodate this additional simultaneous call volume. The expansion of our systems and infrastructure may require us to commit substantial financial, operational, and technical resources in advance of an increase in the volume of business, with no assurance that the volume of business will increase. Any such additional capital investments will increase our cost base.

***Our growth in revenue generated from Weave Payments depends on customers increasing their use of this product, and if our customers do not increase their use of this product, our business, results of operations and financial condition could be adversely affected.***

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We generate revenue from our payments product, Weave Payments, based on customer usage. While this product has the potential to meaningfully diversify our sources of revenue, our ability to generate incremental revenue from this product depends not only on convincing customers who do not already subscribe to Weave Payments to become Weave Payments customers, but also on those who have already subscribed increasing their usage of it. If our customers do not increase their use of Weave Payments, then our results of operations and future prospects may be harmed.

We cannot accurately predict customers' usage levels. Revenue from Weave Payments is generally calculated as a percentage of payment volume plus a per-transaction fee and, accordingly, varies depending on the total dollar amount processed through our platform in a particular period. This amount may vary, depending on, among other things, interchange and processor fees, the success of our customers' businesses, the proportion of our customers' payment volume processed through our platform, consumer spending levels in general, and overall economic conditions. In addition, the revenue and gross profit derived from Weave Payments varies depending on the particular type of payment processed on our platform. During the COVID-19 pandemic, card-not-present transactions, which are transactions for which the credit card is not physically present at the merchant location at the time of the transaction, accounted for a larger proportion of the total payment transactions processed through our platform, which **has** contributed to higher gross margins on those transactions than in prior periods. **While we** We have seen this trend **continue reverse** in recent periods as **card-present** credit card transactions have increased as a percentage of total payment **transactions; transactions, and we can provide** no assurance **can be given** that the mix of **card-present and** card-not-present transactions will **continue to be favorable**.

60

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**favorable in the future.**

***Failure to effectively develop and expand our marketing and sales capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform.***

To increase total customers and achieve broader market acceptance of our platform and products, we will need to expand our marketing and sales operations, including our sales force. We will continue to dedicate significant resources to inbound and outbound sales and marketing programs and to increase and develop our digital marketing competencies. The effectiveness of our inbound and outbound sales and marketing and third-party channel partners has varied over time and may vary in the future. All of these efforts will require us to invest significant financial and other resources. We may not achieve anticipated revenue growth by expanding our sales force if, among other reasons, we are unable to hire, develop and retain talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time or if our sales and marketing programs are not effective. Our business will be seriously harmed if our investments in sales and marketing do not generate an increase in revenue that represents an appropriate return on our investment.

***We may engage in merger and acquisition activities, which would require significant management attention and could disrupt our business, dilute stockholder value, and adversely affect our business, results of operations and financial condition.***

As part of our business strategy to expand usage of our products and services, expand into additional markets, grow our business in response to changing technologies and customer demand, and competitive pressures, we may in the future make investments in, or acquisitions of, other companies, products, or technologies. The identification of suitable acquisition candidates can be difficult, time-consuming, and costly, and we may not be able to complete acquisitions on favorable terms, if at all. If we complete acquisitions, we may not ultimately strengthen our competitive position or achieve the goals of such acquisition, and any acquisitions we complete could be viewed negatively by customers or investors. We may encounter difficult or unforeseen expenditures in integrating an acquisition, particularly if we cannot retain the key personnel of the acquired company. In addition, if we fail to successfully integrate such acquisitions, or the assets, technologies, or personnel associated with such acquisitions, into our company, the business and results of operations of the combined company would be adversely affected.

Acquisitions may disrupt our ongoing operations, divert management from their primary responsibilities, subject us to additional liabilities, increase our expenses, subject us to increased

56



regulatory requirements, cause adverse tax consequences or unfavorable accounting treatment, expose us to claims and disputes by stockholders and third parties, and adversely impact our business, financial condition, and results of operations. We may not successfully evaluate or utilize the acquired assets and accurately forecast the financial impact of an acquisition transaction, including accounting charges. We may pay cash for any such acquisition, which would limit other potential uses for our cash. If we incur debt to fund any such acquisition, such debt may subject us to material restrictions in our ability to conduct our business, result in increased fixed obligations, and subject us to covenants or other restrictions that would decrease our operational flexibility and impede our ability to manage our operations. If we issue a significant amount of equity securities in connection with future acquisitions, existing stockholders' ownership would be diluted.

***If we do not successfully maintain the quality of the installation of our platform and products by third-party installers, our reputation could suffer and our sales could decline.***

We leverage third-party independent contractors to install a portion of our customer premises equipment and implement integrations. These services are critical because a failure to properly install our product can lead to reduced operability and poor customer satisfaction. While we currently provide customers with a list of reputable independent installers from which they may select their installer of choice, a quality installation may not be delivered, which would impact customer experience. To the extent our third-party independent contractors perform low-quality installations, we may need to devote additional resources to the identification and monitoring of such independent installers. Additionally, if the installers used by customers fail to provide the quality of service that our customers expect, we may lose existing customers, our reputation and market acceptance of our platform and products could suffer, our sales could decline and we may experience increased warranty claims and costs, any of which would harm our business.

***The standards that private entities and email service providers use to regulate the use and delivery of email have in the past interfered with, and may in the future interfere with, the effectiveness of our platform and our ability to conduct business.***

Some of our customers rely on email for commercial solicitation. In addition to legal requirements addressing spam, a variety of private entities such as email service providers advocate standards of conduct or practice that significantly exceed current legal requirements and classify certain solicitations that comply with current legal requirements as spam. Some of these entities maintain "blocklists" of companies and individuals, and the websites, email service providers and IP addresses associated with those entities or individuals that do not adhere to those standards of conduct or practices for commercial solicitations that the blocklisting entity believes are appropriate. If a company's IP addresses are listed by a blocklisting entity, emails sent from those addresses may be blocked if they are sent to any internet domain or internet address that subscribes to the blocklisting entity's service or uses its blocklist. Due to the nature of our customer base, we have not had significant issues related to this risk; however, as we continue to increase our customer base and expand into other vertical markets, **outside of healthcare**, we may have greater exposure to this risk. There can be no guarantee that we will be able to successfully remove ourselves from any blocklists. Because we fulfill email delivery on behalf of our customers, blocklisting of this type could undermine the effectiveness of our customers' transactional email, email marketing programs and other email communications, all of which could have a material negative impact on our business, financial condition and results of operations.

Additionally, even if **the** emails we process are not blocklisted, email service providers from time to time block emails we process from reaching their users. For example, some email service providers categorize as "promotional" emails that originate from email service providers such as **us**, **Weave**, and, as a result, direct them to an alternate or "tabbed" section of the recipient's inbox. While we improve our own technology

61

and work closely with email service providers to maintain our deliverability rates, the implementation of new or more restrictive policies by email service providers may make it more difficult to deliver our customers' emails, particularly if we are not given adequate notice of a change in policy or are unable to update our platform or products to comply with the changed policy in a reasonable amount of

57

time. If email service providers materially limit or halt the delivery of our customers' emails, or if we fail to deliver our customers' emails in a manner compatible with email service providers' email handling or authentication technologies or other policies, or if the open rates of our customers' emails are negatively impacted by the actions of



email service providers to categorize emails, then customers may question the effectiveness of our platform and downgrade or cancel their accounts. This, in turn, could harm our business, financial condition and results of operations.

***The standards that Mobile Network Operators use to regulate the delivery of SMS text messages have in the past interfered with, and may in the future interfere with, the effectiveness of our platform and our ability to conduct business.***

Our customers rely on SMS text messaging for communicating with their customers. To address requirements set forth in the Telephone Consumer Protection Act of 1991 ("TCPA"), the Federal Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act"), the Cellular Telecommunications and Internet Association guidelines, and in other FCC rules regarding unwanted communications, the U.S. wireless communications industry and Mobile Network Operators, ("MNOs") have set forth standards governing the delivery of non-consumer messages via wireless provider networks with the primary objective of protecting consumers from unwanted messages. These standards include, but are not limited to, standards and registration for businesses sending messages to consumers from a 10-digit long code ("10DLC"). MNOs monitor non-consumer messages and block or limit throughput of messages if a sender does not adhere to industry and MNO-defined standards, or if a sender is not properly registered to send messages using a 10DLC. If non-conforming text messages are sent from a business' telephone number, that number may be blocked or limited from sending text messages, or charged additional fees by the MNOs. We work closely with our service providers in order to comply with the applicable laws and maintain our deliverability rates. However, as the popularity of text messaging increases over time, we expect the MNOs and the wireless communications industry to continue to implement additional requirements, restrictions, and fees for sending non-consumer messages.

There are some exceptions to non-consumer messaging requirements, which apply to a large number of our customers, including exceptions for health care related messages and messages sent from "low-volume" senders, such as small businesses. However, if text messages originating from our customers are blocked or limited by MNOs, or if MNOs impose additional fees for certain text messages, the effectiveness of our customers' text message communications with their customers may be impacted, and our customers may question the effectiveness of our platform and discontinue service. This could result in harm to our business, financial condition and results of operations.

***We are continuing to expand our international operations, which exposes us to significant risks.***

We currently market our platform and products only in the United States and Canada, which we entered for the first time in 2019. We may open additional international offices and hire employees to work at these offices in order to gain access to additional technical talent. For example, we opened an office in India in 2021 and as of September 30, 2023 March 31, 2024 had approximately 80 90 employees in India to further our engineering and administrative operations. Additionally, in 2023 we began utilizing resources in the Philippines to supplement our customer support operations.

Operating in international markets requires significant resources and management attention and will subject us to regulatory, economic and political risks in addition to those we already face in the United States. Because of our limited experience with international operations or with developing and managing sales in international markets, our international expansion efforts may not be successful.

62

In addition, we will face risks in doing business internationally that could adversely affect our business, including:

58

- the difficulty of managing and staffing international operations and the increased operations, travel, infrastructure and legal compliance costs associated with servicing international customers and operating numerous international locations;
- our ability to effectively price our products in competitive international markets;
- new and different sources of competition or other changes to our current competitive landscape;
- understanding, reconciling and complying with different technical standards, telecommunications and payment processing regulations, registration and certification requirements outside the United States, which could prevent customers from deploying our platform and products and limit the features and functionality we may be able to provide or limit their usage;
- potentially greater difficulty collecting accounts receivable and longer payment cycles;



- higher or more variable network service provider fees outside of the United States;
- the need to adapt and localize our products for specific countries;
- the need to offer customer support in various languages;
- difficulties in understanding and complying with local laws, regulations and customs in non-U.S. jurisdictions;
- export controls and economic sanctions administered by the Department of Commerce Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control;
- compliance with various anti-bribery and anti-corruption laws such as the Foreign Corrupt Practices Act;
- changes in international trade policies, tariffs and other non-tariff barriers, such as quotas and local content rules;
- more limited protection for intellectual property rights in some countries;
- adverse tax consequences;
- fluctuations in currency exchange rates, which could increase the price of our products outside of the United States, increase the expenses of our international operations and expose us to foreign currency exchange rate risk;
- fluctuations in exchange rates and the resulting impact on our business;
- restrictions on the transfer of funds;
- deterioration of political relations between the United States and other countries;
- the impact of natural disasters and public health epidemics or pandemics such as COVID-19 on employees, contingent workers, partners, travel and the global economy and the ability to operate freely and effectively in a region that may be fully or partially on lockdown; and
- political or social unrest or economic instability in a specific country or region in which we operate, which could have an adverse impact on our operations in that location.

Also, due to costs from our international expansion efforts and network service provider fees outside of the United States, which can be higher than domestic rates, our gross margin for international

63

customers may be lower than our gross margin for domestic customers. As a result, our gross margin may be adversely impacted and fluctuate as we expand our operations and customer base worldwide.

59

Our failure to manage any of these risks successfully could harm our international operations, and adversely affect our business, results of operations and financial condition.

***Failure to set optimal prices for our products could adversely impact our business, results of operations and financial condition.***

We offer various subscription plans as well as other products for additional fees, which in the case of Weave Payments is based on usage. We expect that we may need to change our pricing from time to time, and we have limited experience with respect to determining the optimal prices for our platform and products. One of the



challenges to our pricing is that the fees that we pay to network service providers over whose networks we transmit communications can vary daily or weekly and are affected by volume and other factors that may be outside of our control and difficult to predict. Additionally, regulatory developments may require us to incur additional costs to provide our services. Any of these changes could result in us incurring increased costs that we may be unable or unwilling to pass through to our customers, which could adversely impact our business, results of operations and financial condition. In addition, for customers who pay their subscriptions on an annual basis, we would not be able to increase the prices we charge to reflect these costs until the end of the contract term. Moreover, **SMBs, SMB healthcare practices**, which comprise substantially all of our customers, may be quite sensitive to price increases or lower prices that our competitors may offer. Further, if we expand into new vertical or international markets, we also must determine the appropriate price to enable us to compete effectively in those markets. As a result, in the future we may be required to reduce our prices or change our pricing models, which could adversely affect our revenue, gross profit, profitability, financial position and cash flows.

***We incur chargeback liability when our customers refuse to or cannot reimburse chargebacks resolved in favor of their customers. While we have not experienced these issues to a significant degree in the past, any increase in chargebacks not paid by our customer may adversely affect our business, financial condition or results of operations.***

In the event a dispute between a cardholder and a customer is not resolved in favor of the customer, the transaction is normally charged back to the customer and the purchase price is credited or otherwise refunded to the cardholder. If we are unable to collect such amounts from the customer's account or reserve account, if applicable, or if the customer refuses or is unable, due to closure, bankruptcy or other reasons, to reimburse us for a chargeback, we are responsible for the amount of the refund paid to the cardholder. The risk of chargebacks is typically greater with those customers that promise future delivery of goods and services rather than delivering goods or rendering services at the time of payment, as well as "card not present" transactions in which consumers do not physically present cards to customers in connection with the purchase of goods and services, such as e-commerce, telephonic and mobile transactions. While we have not experienced these issues to a significant degree in the past and do not view them to be material, we may experience significant losses from chargebacks in the future. A substantial increase in chargebacks not paid by our customers could have a material adverse effect on our business, financial condition or results of operations. We have policies and procedures to monitor and manage customer-related credit risks and often mitigate such risks by requiring collateral, such as cash reserves, and monitoring transaction activity. Notwithstanding our policies and procedures for managing credit risk, it is possible that a default on such obligations by one or more of our customers could adversely affect our business, financial condition or results of operations.

***If we are unable to hire, retain and motivate qualified employees, our business will suffer.***

Our future success depends, in part, on our ability to continue to attract and retain highly skilled employees. We believe that there is, and will continue to be, intense competition for highly skilled management, technical, sales and other employees with experience in our industry in Utah, where our headquarters are located, and in other locations where we maintain offices. We must provide competitive

64

compensation packages and a high-quality work environment to hire, retain and motivate employees. **In addition, since we completed our initial public offering ("IPO") in November 2021, potential candidates may not perceive our compensation package, including our equity awards, as favorably as employees hired prior to our IPO, particularly as our stock price has declined substantially since our IPO. Our recruiting personnel, methodology, and approach may need to be altered to address a changing candidate pool and profile, and we may not be able to identify or implement such changes in a timely manner.** If we are unable to retain and motivate our existing employees and attract qualified employees to fill key positions, we may be unable to manage our business effectively, including the development, marketing

60

and sale of our platform and products, which could adversely affect our business, results of operations and financial condition. Additionally, our U.S.-based employees, including our senior management team, work for us on an at-will basis and there is no assurance that any such employee will remain with us. Replacing key employees, including our Chief Executive Officer, and management personnel may be difficult or costly and may take an extended period of time because of the limited number of individuals in our industry and where we are located with the breadth of skills and experience that we require. **Further, in 2021 and 2022, the labor market in the U.S. experienced significant increases in workers leaving their positions (often referred to as the "Great Resignation"), which made the market to replace these individuals competitive and resulted in significant wage inflation in response to labor shortages. During the Great Resignation, we faced and we may in the future continue to face**



increased challenges of employee attraction and retention. To the extent we hire employees from competitors, we also may be subject to allegations that they have been improperly solicited or divulged proprietary or other confidential information.

Volatility in, or lack of performance of, our stock price may also affect our ability to attract and retain key employees. Many of our key employees are, or will soon be, vested in a substantial number of shares of common stock or stock options. Employees may be more likely to terminate their employment with us if the shares they own or the shares underlying their vested options have significantly appreciated in value relative to the original purchase prices of the shares or the exercise prices of the options, or, conversely, if the exercise prices of the options that they hold are significantly above the trading price of our common stock, and there can be no assurance that the Option Repricing will be successful in mitigating this risk. stock. If we are unable to retain our employees, our business, results of operations and financial condition could be adversely affected.

***If we cannot maintain our company culture as we grow, we could lose the innovation, teamwork, passion and focus on execution that we believe contribute to our success and our business may be harmed.***

We have experienced and may continue to experience rapid expansion and turnover of our employee ranks. From time to time, we have reduced our employee ranks and subsequently built them back up to support the growth of our business. We also have experienced transitions in our executive leadership team. These changes may yield unintended consequences and costs, such as additional attrition, the distraction of employees, reduced employee morale and could adversely affect both our reputation as an employer and our company culture, which could make it more difficult for us to hire new employees in the future.

We believe that a critical component to our success to date has been our company culture, which is based on hunger for improvement, caring, creativity, accountability, and customer focus. We have invested substantial time and resources in building our team within this company culture. Any failure to preserve our culture could result in decreased employee satisfaction, and could negatively affect our ability to retain and recruit personnel, and to effectively focus on and pursue our corporate objectives. As we grow and continue to develop the our infrastructure, of a public company, we may find it difficult to maintain these important aspects of our company culture. If we fail to maintain our company culture, our business may be adversely impacted.

***We depend on our senior management team and other key employees, and the loss of one or more of these employees or an inability to attract and retain qualified key personnel could adversely affect our business.***

65

Our success depends largely upon the continued services of our senior management and other key personnel. We can provide no assurance that any of our executives or key employees will continue their employment with us. Our senior management and key employees are "at-will" employees and therefore may terminate employment with us at any time with no advance notice. In addition, we currently do not have "key person" insurance on any of our employees. We also rely on our leadership team in the areas of research and development, marketing, services and general and administrative functions. The loss and replacement of one or more of our members of senior management or other key employees, including our Chief Executive Officer, would likely involve significant time and costs and may significantly delay or prevent the achievement of our business objectives. Furthermore, volatility or lack of performance in our stock price may affect our ability to attract and retain replacements should key personnel depart. If we are not able to retain of our key personnel, our business, results of operations and financial condition could be harmed.

***We may engage in merger and acquisition activities, which would require significant management attention and could disrupt our business, dilute stockholder value, and adversely affect our business, results of operations and financial condition.***

61

As part of our business strategy to expand usage of our products and services, expand into additional markets, grow our business in response to changing technologies and customer demand, and competitive pressures, we may in the future make investments in, or acquisitions of, other Acquisitions may disrupt our ongoing operations, divert management from their primary responsibilities, subject us to additional liabilities, increase our expenses, subject us to increased regulatory requirements, cause adverse tax consequences or unfavorable accounting treatment, expose us to claims and disputes by stockholders and third parties, and adversely impact our business, financial condition, and results of operations. We may not successfully evaluate or utilize the acquired assets and accurately forecast the financial impact of an acquisition transaction, including accounting, if charges. We may pay cash for any such acquisition, which would limit other potential uses for our cash. If we incur debt to fund any such acquisition, such debt may subject us to material restrictions in our ability to conduct our business, result in increased fixed obligations, and subject us to covenants or other restrictions that would decrease our operational flexibility and impede our ability to manage our operations. If we issue a significant amount of equity securities in connection with future acquisitions, existing stockholders' ownership would be diluted.

***Our loan agreement contains certain restrictions that may limit our ability to operate our business.***

The terms of our existing loan and security agreement and the related collateral documents with SVB contain a number of restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability, and the ability of our subsidiaries, to take actions that may be in our best interests, including, among others, disposing of assets, entering into change of control transactions, mergers or acquisitions, incurring additional indebtedness, granting liens on our assets, declaring and paying dividends, and agreeing to do any of the foregoing. Our loan and security agreement, requires as amended in March 2024, includes financial



covenants requiring that, at any time, if our total unrestricted cash and cash equivalents and held at SVB, plus our short-term investments at managed by SVB is less than \$100 million, we must at all times thereafter maintain a consolidated minimum \$20 million in liquidity, meaning unencumbered cash and short-term investments plus available borrowing on the line of credit, and that we meet specified minimum levels of EBITDA, as adjusted for equity-based stock-based compensation and changes in our deferred revenue. Our ability to meet financial covenants can be affected by events

66

beyond our control, and we may not be able to continue to meet this covenant. A breach of any of these covenants or the occurrence of other events (including a material adverse effect) specified in the loan and security agreement and/or the related collateral documents could result in an event of default under the loan and security agreement. Upon the occurrence of an event of default, SVB could elect to declare all amounts outstanding, if any, under the loan and security agreement to be immediately due and payable and terminate all commitments to extend further credit. If we were unable to repay those amounts, SVB could proceed against the collateral granted to them to secure such indebtedness. We have pledged substantially all of our assets (other than intellectual property) as collateral under the loan documents. If SVB accelerates the repayment of borrowings, if any, we may not have sufficient funds to repay our existing debt. As of September 30, 2023 March 31, 2024, we had \$10.0 million no outstanding borrowings under this loan and security agreement.

#### Risks Related to Governmental Regulation

***Our products and services must comply with industry standards, FCC regulations, state, local, country-specific and international regulations, and changes may require us to modify existing services, potentially increase our costs or prices we charge customers, and otherwise harm our business.***

As a provider of interconnected voice over internet protocol ("VoIP") services, we are subject to various international, federal, state and local requirements applicable to our industry. For example, our business is regulated by the FCC. The FCC is considering whether interconnected VoIP services should be treated as telecommunications services, which could subject interconnected VoIP services to additional common carrier regulation. The FCC's efforts may result in additional regulation of IP network and service providers, which may negatively affect our business. If we do not comply with applicable FCC rules and regulations, or rules and regulations of other governing regulatory agencies, we could be subject to enforcement actions, fines, loss of licenses, and possibly restrictions on our ability to operate or offer certain of our subscriptions. Any enforcement action by the FCC, which may be a public process, would hurt our reputation in the industry and could have a material adverse impact on our revenue. The failure of our platform and products to comply, or delays in compliance, with various existing and evolving standards could delay or interrupt our introduction of new products, subject us to fines or other imposed penalties, or harm our reputation, any of which would have a material adverse effect on our business, financial condition or operating results.

Regulations to which we may be subject address the following matters, among others:

- license requirements that apply to providers of communications services in many jurisdictions;
- acceptable marketing practices;
- our obligation to contribute to various Universal Service Fund ("USF") programs, programs for funding access to relay services and number administration, including at the state level;

62

- monitoring on rural call completion rates;
- safeguarding and use of Customer Proprietary Network Information;
- U.S. and Canadian regulations concerning access requirements for users with disabilities;
- our obligation to offer 7-1-1 abbreviated dialing for access to relay services;



- compliance with the requirements of U.S. and foreign law enforcement agencies, including the Communications Assistance for Law Enforcement Act and cooperation with local authorities in conducting wiretaps, pen traps and other surveillance activities;
- the ability to dial 9-1-1 (or corresponding numbers in regions outside the U.S.), auto-locate E-911 calls (or corresponding equivalents) when required, and access emergency services;

67

- the transmission of telephone numbers associated with calling parties between carriers and service providers like us; Weave;
- regulations governing outbound dialing, including the Telephone Consumer Protection Act; and
- FCC and other regulators efforts to combat robo-calling, caller ID spoofing, and robo-texting.

A number of states require us to register as a VoIP provider, contribute to state universal service and related programs, pay E-911 surcharges, and pay other surcharges and fees that fund various utility commission programs, while others are actively considering extending their public policy programs to include the subscriptions we provide. We pass USF, E-911 fees, and other surcharges through to our customers, which may result in our subscriptions becoming more expensive or require that we absorb these costs. In the future, state public utility commissions may expand their jurisdiction over VoIP subscriptions like ours.

Regulation of our services as telecommunications services may require us to obtain authorizations or licenses to operate in additional states or foreign jurisdictions and comply with legal requirements applicable to traditional telephony providers. This regulation may impact our ability to differentiate ourselves from incumbent service providers and impose substantial compliance costs on us, negatively affecting our margins.

**Efforts to address robo-calling and caller ID spoofing could cause us competitive harm.**

In June 2019, the FCC ruled that providers of voice services may by default (subject to opt-out by subscribers) block voice traffic based on reasonable analytics designed to identify unwanted calls. Effective June 30, 2021 in June 30, 2022, the FCC required that all voice service providers implement the Secure Telephone Identity Revisited ("STIR") and Signature-based Handling of Asserted Information Using toKENs ("SHAKEN" and, together with STIR, "STIR/SHAKEN") caller ID authentication framework in the internet protocol ("IP"), portions of their networks and that non-facilities-based voice providers comply fully with STIR/SHAKEN effective June 30, 2022. SHAKEN.

The STIR/SHAKEN framework is expected to be used throughout the world. Weave has implemented STIR/SHAKEN for voice traffic originating in the U.S. and we rely on our service providers to sign our voice traffic originating in Canada. However, it is likely that the standards to obtain STIR/SHAKEN signing authority in other countries will differ from the U.S. requirements and these differing standards may not be interoperable with the U.S. requirements. For example, the Canadian Radio-television and Telecommunications Commission ("CRTC") required all telecommunications service providers implement STIR/SHAKEN to authenticate and verify caller identification information for IP-based voice calls, effective November 30, 2021, in November 2021, and file status reports every six months starting May 31, 2022, in May 2022. Despite initially denying non-facilities based providers access, the Canadian Secure Token Governance Authority ("CST-GA") created a new process in November 2021 for such providers to obtain Service Provider Code Tokens and, in turn, Secure Telephone Identity Certificates ("STI Certificates") to allow higher (Level A or B) call

63

attestation. Calls that are not attested at a higher level, either directly or by an underlying provider, are at a greater risk of being blocked or flagged and ignored by end users. Further, it is unclear how cross-border calls originating from U.S. service providers will be authenticated under Canada's framework or vice versa. On July 26, 2022, in July 2022, the CST-GA signed a memorandum of understanding with the U.S. Secure Telephone Identity Governance Authority to coordinate interconnection of SHAKEN in both the U.S. and Canada to allow providers to sign calls in one country and accept the signature in the other. However, the SHAKEN interconnection between the U.S. and Canada is not yet operational. Until operational, we may be required to obtain STI Certificates or otherwise incur costs to sign our calls in both the U.S. and Canada, which could impose substantial compliance costs and negatively affect our margins or could make our services less competitive than incumbent providers. In addition, foreign regulators have allowed terminating voice service providers to block voice traffic to address robo-calling or other unwanted calls.

68



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If our solutions are not interoperable with foreign regulators' requirements, if the SHAKEN interconnection between the U.S. and Canada does not become operational, or if we or our service providers are unable to authenticate originating calls from our customers' telephone numbers under STIR/SHAKEN then our business could be harmed. Call recipients would be less likely to answer non-authenticated calls. In addition, the terminating voice service providers may block calls that are not authenticated under STIR/SHAKEN as the lack of authentication could be viewed as a reasonable indication that the call is unwanted by the recipient. This would make our service less desirable for our customers.

***United States federal legislation and international laws impose certain obligations on the senders of commercial emails, which could minimize the effectiveness of our platform, and establish financial penalties for non-compliance, which could increase the costs of our business.***

Our text, voice and email messaging and management services, and our customers' use of these services, expose us to various regulatory risks. For example, the CAN-SPAM Act establishes certain requirements for commercial email messages and transactional email messages and specifies penalties for the transmission of email messages that are intended to deceive the recipient as to source or content. Among other things, the CAN-SPAM Act, obligates the sender of commercial emails to provide recipients with the ability to "opt-out" of receiving future commercial emails from the sender. In addition, some states have passed laws regulating commercial email practices that are significantly more restrictive and difficult to comply with than the CAN-SPAM Act. For example, Utah and Michigan prohibit the sending of email messages that advertise products or services that minors are prohibited by law from purchasing (e.g., alcoholic beverages, tobacco products, illegal drugs) or that contain content harmful to minors (e.g., pornography) to email addresses listed on specified child protection registries. Some portions of these state laws may not be preempted by the CAN-SPAM Act. In addition, certain non-U.S. jurisdictions have enacted laws regulating the sending of email that are more restrictive than U.S. laws, such as the Canadian Anti-Spam Law. If we were found to be in violation of the CAN-SPAM Act, applicable state laws governing email not preempted by the CAN-SPAM Act or foreign laws regulating the distribution of email, whether as a result of violations by our customers or our own acts or omissions, we could be required to pay large penalties, which would adversely affect our financial condition, significantly harm our business, injure our reputation and erode customer trust. The terms of any injunctions, judgments, consent decrees or settlement agreements entered into in connection with enforcement actions or investigations against our company in connection with any of the foregoing laws may also require us to change one or more aspects of the way we operate our business, which could impair our ability to attract and retain customers or could increase our operating costs.

***Our customers' and other users' violation of our policies or other misuse of our platform to transmit unauthorized, offensive or illegal messages, spam, phishing scams, and website links to harmful applications or for other fraudulent or illegal activity could damage our reputation, and we may face a risk of litigation and liability for illegal activities on our platform and unauthorized, inaccurate, or fraudulent information distributed via our platform.***

64

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The actual or perceived improper sending of text messages, pre-recorded messages, or voice calls may subject us to potential risks, including liabilities or claims relating to consumer protection laws and regulatory enforcement, including fines. For example, the TCPA and the Telemarketing Sales Rule restrict telemarketing and the use of automatic SMS text messages. The TCPA requires companies to obtain prior express written consent before making telemarketing calls or sending certain text messages and to not contact any number placed on either federal or state "do-not-call" registries or the company's internal do-not-call list. The FCC may take enforcement action against persons or entities that send "junk faxes," or make illegal robocalls, and individuals also may have a private cause of action. Although the FCC's rules prohibiting unsolicited fax advertisements or making illegal robocalls apply to those who "send" the advertisements or make the calls, fax transmitters or other service providers that have a high degree of involvement in, or actual notice of, unlawful sending of junk faxes or making of illegal robocalls and have failed to take steps to prevent such transmissions may also face liability under the FCC's rules, or in the case of illegal robocalls, Federal Trade Commission ("FTC") rules. We take significant steps designed to

69



prevent our systems from being used to make illegal robocalls or send unsolicited faxes on a large scale, and we do not believe that we have a high degree of involvement in, or notice of, the use of our systems to broadcast junk faxes or make illegal robocalls. However, because fax transmitters and related service providers do not enjoy an absolute exemption from liability under the TCPA and related FCC rules, we could face FCC or FTC inquiry and enforcement or civil litigation, or private causes of action, if someone uses our system for such purposes. Because the TCPA provides for a private right of action under which a plaintiff may recover monetary damages, this may result in civil claims against our company Weave and requests for information through third party subpoenas. The scope and interpretation of the laws that are or may be applicable to the delivery of text messages or voice calls are continuously evolving and developing. If we do not comply with these laws or regulations or if we become liable under these laws or regulations due to the failure of our customers to comply with these laws by obtaining proper consent, we could face direct liability.

Moreover, despite our ongoing and substantial efforts to limit such use, certain customers may use our platform to transmit unauthorized, offensive or illegal messages, spam, phishing scams, and website links to harmful applications, reproduce and distribute copyrighted material or the trademarks of others without permission, and report inaccurate or fraudulent data or information. These actions are in violation of our policies, in particular, our acceptable use policies. However, our efforts to defeat spamming attacks and other fraudulent activity will not prevent all such attacks and activity. Such use of our platform could damage our reputation and we could face claims for damages, regulatory enforcement, copyright or trademark infringement, defamation, negligence, or fraud. Moreover, our customers' and other users' promotion of their products and services through our platform might not comply with federal, state, and foreign laws. These risks may increase as we enter new healthcare vertical markets that rely more heavily on email marketing campaigns to obtain new customers. We rely on contractual representations made to us by our customers that their use of our platform will comply with our policies and applicable law, including, without limitation, our email and messaging policies. Although we retain the right to verify that customers and other users are abiding by certain contractual terms, our acceptable use policy and our email and messaging policies and, in certain circumstances, we review their email and distribution lists, our customers and other users are ultimately responsible for compliance with our policies, and we do not systematically audit our customers or other users to confirm compliance with our policies.

We cannot predict whether our role in facilitating our customers' or other users' activities would expose us to liability under applicable law, or whether that possibility could become more likely if there are changes to current laws regulating content moderation, such as Section 230 of the Communications Decency Act. There have been various Congressional and executive efforts to eliminate or modify Section 230 over the past few years. Even if claims asserted against us do not result in liability, we may incur substantial costs in investigating and defending such claims. If we are found liable for our customers' or other users' activities, we could be required to pay fines or penalties, redesign business methods or otherwise expend resources to remedy any damages caused by such actions and to avoid future liability.

65

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Similar rules in Canada, such as CASL and Unsolicited Telecommunications Rules, may subject our company to similar risks, even if merely resulting in reputational or monetary harm associated with investigating and defending such claims, including if such claims do not result in liability.

***Our emergency and E-911 calling services may expose us to significant liability.***

The FCC requires VoIP providers, such as our company, to provide E-911 service in all geographic areas covered by the traditional wire-line 911 network. Under FCC rules, VoIP providers must transmit the caller's phone number and dispatchable location information to the appropriate public safety answering point ("PSAP") for the caller's registered location. We are also subject to similar requirements in Canada.

In connection with the regulatory requirements that we provide access to emergency services dialing to our VoIP customers, we must obtain from each end customer, prior to the initiation of or changes to service, the physical locations at which the service will first be used for each VoIP line. We must be able to automatically transmit that physical location to the public safety answering point when a user dials 911.

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For subscriptions that can be utilized from more than one physical location, we must provide automated dispatchable location, if technically feasible, registered location information and provide end customers one or more methods of updating their physical location, or alternative location information. Because we are not able to confirm that the service is used at the physical addresses provided by our end customers, and because end customers may provide an incorrect location or fail to provide updated



location information, it is possible that emergency services calls may be routed to the wrong PSAP. If emergency services calls are not routed to the correct PSAP, and if the delay results in serious injury or death, we could be sued and the damages could be substantial.

Effective January 6, 2022, the FCC requires providers of interconnected VoIP service to automatically provide with each 911 call, when technically feasible, more specific address information that can be used to adequately identify the location of the caller (such as a room or floor number). In addition to existing applicable 911/E-911 requirements, the CRTC now requires telecommunications service providers (including VoIP providers) to support next generation 911.

The FCC also issued rules, effective February 17, 2020, requires that require providers of multi-line telephone systems ("MLTS"), which are typically found in enterprises such as office buildings, have the ability to dial 911 without the addition of any prefix or other code, as well as provide a notification when 911 is called to a central location on-site or off-site where someone is likely to see or hear the notification, such as a reception desk. The notification must include the fact that 911 has been dialed, and where technically feasible, a valid callback number and information about the caller's location. Similar regulations exist in a number of states and Canada's CRTC recently finalized recommendations for MLTS owners, operators, providers, and/or resellers to adopt MLTS best practices. The ongoing implementation of these requirements may increase our costs and make our solutions more expensive, which could adversely affect our results of operations.

We could be subject to enforcement action by the FCC or international regulators if we are unable to provide access to emergency services in accordance with regulatory requirements. Such an enforcement action could result in significant monetary penalties and restrictions on our ability to offer non-compliant subscriptions.

In addition, end customers may attempt to hold us responsible for any loss, damage, personal injury or death suffered as a result of delayed, misrouted or uncompleted emergency service calls or text messages, subject to any limitations on a provider's liability provided by applicable laws, regulations and our customer agreements.

**We process business and personal information of our customers and employees, which subjects us to HIPAA and other stringent and changing federal, state and foreign laws, regulations, industry standards, information security policies, self-regulatory schemes, contractual obligations, and other legal obligations related to data processing, protection, privacy, and security, and our actual or perceived failure to comply with such obligations could harm our**

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**business, financial condition, results of operations, and prospects and could expose us to liability.**

We process business and personal information belonging to our customers and employees and because of this, we are subject to numerous federal, state, local, and foreign laws, orders, codes, regulations, and regulatory guidance regarding privacy, data protection, information security, and the processing of personal information and other content (collectively, "Data Protection Laws"), the number and scope of which are changing, subject to differing applications and interpretations, and may be inconsistent among countries, or conflict with other rules, laws, or Data Protection Obligations (defined below). These laws and regulations include HIPAA, which establishes a set of national privacy and security standards for the protection of protected health information ("PHI") by health plans, healthcare clearinghouses and certain healthcare providers, referred to as covered entities, and individuals and entities that perform services for them which involve the use, or disclosure of, individually identifiable health information, known as business associates and their subcontractors. We are considered a

71

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business associate under HIPAA, and we execute business associate agreements ("BAAs") with our customers, subcontractors, and trusted suppliers. HIPAA requires covered entities and business associates, such as us, Weave, and their covered subcontractors to develop and maintain policies and procedures with respect to PHI that is used or disclosed, including the adoption of administrative, physical and technical safeguards to protect such information.

Failure to comply with HIPAA could subject us to direct civil liability by the Department of Health and Human Services' Office for Civil Rights ("OCR"). In the event of an information security incident affecting PHI or other violation, OCR could require us to pay a civil monetary penalty and enter into a Corrective Action Plan that could cause to incur substantial compliance costs.

Similar Data Protection Laws are in place in Canada, including the Personal Information Protection and Electronic Documents Act ("PIPEDA"). Failure to comply could subject us to investigation and monetary penalty by the Office of the Privacy Commissioner of Canada.



In addition, experiencing a breach of personal information or PHI, or failing to comply with HIPAA could also subject us to contractual liability under our BAAs with our covered entity customers and damage our reputation which might hurt our ability to retain existing customers or attract new customers.

We expect that there will continue to be new Data Protection Laws and Data Protection Obligations, and we cannot yet determine the impact such future Data Protection Laws may have on our business.

We are also subject to the terms of our internal and external privacy and security policies, codes, representations, certifications, industry standards, publications, and frameworks, which we refer to as Privacy Policies, and obligations to third parties related to privacy, data protection, and information security ("Data Protection Obligations").

The requirements or obligations of the regulatory framework for privacy, information security, data protection, and data processing worldwide is, and is likely to remain, uncertain for the foreseeable future, and it is possible that these or other actual or alleged obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices.

Any significant change in Data Protection Laws or Data Protection Obligations, including without limitation, regarding processing of our users' or customers' data, or regarding the manner in which the express or implied consent of users or customers for the use and disclosure of such data is obtained, could increase our costs and could require us to modify our products or operations, possibly in a material manner, and may limit our ability to develop new services and features that make use of the data that our users and customers voluntarily share, or may limit our ability to store and Process customer data and operate our business.

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Data protection legislation is also becoming increasingly common in the United States at both the federal and state level. For example, California also enacted legislation, the California Consumer Privacy Act of 2018 (the "CCPA"), which affords consumers expanded privacy protections as of January 1, 2020, protections. The potential effects of this legislation are far-reaching and have required Weave to implement enhanced practices and policies in an effort to comply. For example, Specifically, the CCPA gives California residents expanded rights to request access to and deletion of their personal information, opt out of certain personal information sharing and receive detailed information about how their personal information is used. The CCPA also provides for civil penalties for violations, as well as a private right of action for data breaches that may increase data breach litigation. In addition, the CCPA has prompted a number of proposals for new federal and state privacy legislation that, if passed, could increase our potential liability, increase our compliance costs, and adversely affect our business. It also remains unclear how much private litigation will ensue under the data breach private right of action. Additionally, the California Privacy Rights Act of 2020 ("CPRA"), which was passed by ballot initiative in November 2020 and became fully effective on January 1, 2023, expanded the rights of California residents with respect to their personal information. The CPRA, among other things, gives California residents the ability to limit use of certain sensitive

72

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personal information, further restrict the use of cross-contextual advertising, establish restrictions on the retention of personal information, expand the types of data breaches subject to the CCPA's private right of action, provide for increased penalties for CPRA violations concerning California residents under the age of 16, and establish a new California Privacy Protection Agency to implement and enforce the new law which may result in increased regulatory scrutiny of California businesses in the areas of data protection and security. Similar laws have been proposed or enacted in other states and at the federal level. For example, Virginia enacted the Consumer Data Protection Act, Colorado enacted the Colorado Privacy Act, and Utah enacted the Utah Consumer Privacy Act. Compliance with any newly enacted privacy and data security laws or regulations may be challenging and cost and time-intensive, and we may be required to put in place additional mechanisms to comply with applicable legal requirements. In addition, the various state privacy laws may limit how we may use personal information we collect, particularly with respect to marketing and the use of online advertising networks.

Furthermore, the FTC and many state attorneys general continue to enforce federal and state consumer protection laws against companies for online collection, use, dissemination and security practices that appear to be unfair or deceptive. There are a number of legislative proposals in the United States, at both the federal and state level and more globally, that could impose new obligations in areas such as e-commerce and other related legislation or liability for copyright infringement by third parties. We cannot yet determine the impact that future laws, regulations, and standards may have on our business.



Change in existing legislation or introduction of new legislation may require us to incur additional expenditures to ensure compliance with such legislation, which may adversely affect our financial condition. We strive to comply with Data Protection Laws and Data Protection Obligations to the extent possible, but we may at times fail, or may be perceived to have failed, to do so. Moreover, despite our efforts, we may not be successful in achieving compliance if our employees, partners, or vendors do not comply with applicable Data Protection Laws and Data Protection Obligations. A finding that our Privacy Policies are, in whole or part, inaccurate, incomplete, deceptive, unfair, or misrepresentative of our actual practices, a failure or perceived failure by us to comply with Data Protection Laws or Data Protection Obligations or any data compromise that results in the unauthorized release or transfer of business or personal information or other user or customer data, may increase our compliance and operational costs, limit our ability to market our products or services and attract new and retain current customers, limit or eliminate our ability to process data, and result in domestic or foreign governmental enforcement actions and fines, litigation, significant costs, expenses, and fees (including attorney fees), cause a material adverse impact to business operations or financial results, and otherwise result in other material harm to our business. In addition, any such failure or perceived failure could result in public statements against us by consumer advocacy groups, the media or others, which may cause us material reputational harm. Our actual or perceived failure to comply with Data Protection Laws, Privacy Policies, and Data Protection Obligations could also subject us to litigation, claims, proceedings, actions, or investigations by governmental entities, authorities, or regulators that could require changes to our business practices,

68

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diversion of resources and the attention of management from our business, regulatory oversights and audits, discontinuance of necessary processing, or other remedies that adversely affect our business.

***Changes in laws and regulations related to the internet or changes in the internet infrastructure itself may diminish the demand for our products, and could adversely affect our business, results of operations and financial condition.***

Changes in laws or regulations relating to the use of the internet could require us to modify our products and platform in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet related commerce or communications generally or result in reductions in the demand for internet based products and services such as our products and platform. In particular, a re-adoption of “network neutrality” rules in the United States could affect the services used by us and our customers. California’s state network neutrality law went into effect in March 2021. A temporary injunction preventing implementation In October 2023, the FCC voted to advance a proposal of reinstating “net neutrality” and to allow the FCC to regulate broadband internet access as a similar law in Vermont expired on April 20, 2022, but a challenge to that law remains

73

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pending, utility. A number of other states have likewise adopted or are adopting or considering legislation or executive actions that would regulate the conduct of broadband providers. If we are not able to adapt our platform and products to address any new laws or regulations, our business, results of operations and financial condition could be adversely affected.

***We are subject to anti-corruption, anti-bribery, and similar laws, and our failure to comply with these laws could subject us to criminal penalties or significant fines and harm our business and reputation.***

We are subject to anti-corruption and anti-bribery and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the India Prevention of Corruption Act, 1988, and other anti-corruption, anti-bribery, and anti-money laundering laws in countries in which we conduct activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly and prohibit companies and their employees and agents from promising, authorizing, making, offering, soliciting, or accepting, directly or indirectly, improper payments or other benefits to or from any person whether in the public or private sector. If we increase our international sales and business further, our risks under these laws may increase especially to the extent that we rely on sales to and through resellers and other intermediaries. Non-compliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, adverse media coverage and other consequences. Any investigations, actions, or sanctions could harm our business, results of operations and financial condition.

#### **Risks Related to Intellectual Property**



***Failure to protect or enforce our intellectual property rights could impair our ability to protect our internally-developed technology and our brand, and our business may be adversely affected.***

Our success is dependent, in part, upon obtaining, maintaining and protecting our intellectual property rights, internally-developed technology and other proprietary information. We rely and expect to continue to rely on a combination of trademark, copyright, and trade secret protection laws to protect our intellectual property rights, internally-developed technology and other proprietary information. Additionally, we maintain a policy requiring our employees, consultants, independent contractors, and other third parties who are engaged in developing any intellectual property for us to enter into confidentiality and invention assignment agreements to control access to and use of our technology and other proprietary information and to ensure that any intellectual property developed by such employees, contractors, consultants, and other third parties are assigned to us. However, we cannot guarantee that such confidentiality and proprietary agreements or other employee, consultant, or independent contractor agreements that we enter into will adequately protect our intellectual property rights, internally-developed technology and other proprietary information. In addition, we cannot guarantee that these agreements will

69

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not be breached, that we will have adequate remedies for any breach, or that the applicable counterparties to such agreements will not assert rights to our intellectual property rights, internally-developed technology or other proprietary information arising out of these relationships. Furthermore, the steps we have taken and may take in the future may not prevent misappropriation of our internally-developed solutions or technologies, particularly with respect to directors, officers and employees who are no longer employed by us. Weave.

In addition, third parties may knowingly or unknowingly infringe or circumvent our intellectual property rights, and we may not be able to prevent infringement even after incurring substantial expenses. Litigation brought to protect and enforce our intellectual property rights would be costly, time-consuming, and distracting to management and key personnel, 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. If the protection of our intellectual property rights is inadequate to prevent use or misappropriation by third parties, the value of our brand and other intangible assets may be diminished

74

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and competitors may be able to more effectively mimic our platform and methods of operations. Any of these events would have a material adverse effect on our business, results of operations and financial condition.

***We could incur substantial costs as a result of any claim of infringement of another party's intellectual property rights.***

There is considerable activity in connection with the development of intellectual property, whether or not patentable, in our industry. Our competitors, as well as a number of other entities, including non-practicing entities and individuals, may own or claim to own intellectual property relating to our industry and our business. As we face increasing competition and our public profile increases, the possibility of intellectual property rights claims against us may also increase. We have in the past and may in the future be subject to legal proceedings and claims by our competitors or other third parties that we are infringing upon, misappropriating, or violating their intellectual property rights, even if we are unaware of such intellectual property rights. Such claims, regardless of merit, may result in litigation. The costs of defending such litigation are considerable, and such litigation may divert management and key personnel's attention and resources, which might seriously harm our business, results of operations, and financial condition. We may be required to settle such litigation on terms that are unfavorable to us. For example, a settlement may require us to obtain a license to continue practices found to be in violation of a third-party's rights, which may not be available on reasonable terms and may significantly increase our operating expenses. A license to continue such practices may not be available to us at all. As a result, we may also be required to develop alternative non-infringing technology or practices or discontinue the practices. The development of alternative non-infringing technology or practices would require significant effort and expense. Similarly, if any litigation to which we may be a party fails to settle and we go to trial, we may be subject to an unfavorable judgment. For example, the terms of a judgment may require us to cease some or all of our operations or require the payment of substantial amounts to the other party. Any of these events or other outcomes may:

- materially and adversely affect our business and results of operations;
- result in the loss of a substantial number of existing customers or prohibit the acquisition of new customers;



- cause us to pay license fees for intellectual property we are deemed to have infringed;
- cause us to incur costs and devote valuable technical resources to redesigning our products or platform;
- cause our cost of revenue to increase;
- cause us to accelerate expenditures to preserve existing revenue;

70

- cause existing or new vendors to require pre-payments or letters of credit;
- materially and adversely affect our brand in the marketplace and cause a substantial loss of goodwill;
- cause us to change our business methods;
- require us to cease certain business operations or offering certain products or features; and
- lead to our bankruptcy or liquidation.

***Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and other losses.***

75

Our agreements with third parties may include indemnification or other provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of intellectual property infringement, loss or exposure of confidential or sensitive data, damages caused by us to property or persons or other liabilities relating to or arising from our products or platform or other acts or omissions. The term of these contractual provisions often survives termination or expiration of the applicable agreement. Large indemnity payments or damage claims from contractual breach could harm our business, results of operations and financial condition. Although typically we contractually limit our liability with respect to such obligations, we may still incur substantial liability related to them. Any dispute with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other current and prospective customers, demand for our products and adversely affect our business, results of operations and financial condition.

***Our use of “open source” and third-party software could impose unanticipated conditions or restrictions on our ability to commercialize our solutions and could subject us to possible litigation.***

A portion of the technologies we use in our products incorporate “open source” software, and we may continue to incorporate open source software in our products in the future. From time to time, companies that use third-party open source software have faced claims challenging the use of such open source software and their compliance with the terms of the applicable open source license. We may be subject to lawsuits by parties claiming ownership of what we believe to be open source software, or claiming noncompliance with the applicable open source licensing terms. Some open source licenses require end-users who distribute or make available software and services across a network that include open source software to make available all or part of such software, which in some circumstances could include valuable proprietary code, at no cost, or license such code under the terms of the particular open source license. While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our valuable internally-developed source code, we may inadvertently use third-party open source software in a manner that exposes us to claims of non-compliance with the applicable terms of such license, including claims for infringement of intellectual property rights or for breach of contract. Additionally, if a third-party software provider has incorporated open source software into software that we license from such provider, we could be required to disclose source code that incorporates or is a modification of such licensed software. Furthermore, there is an increasing number of open-source software license types, almost none of which have been tested in a court of law, resulting in a dearth of guidance regarding the proper legal interpretation of such license types. If an author or other third-party that distributes open source software that we use or license were to allege that we had not complied with the conditions of the applicable open source license, we could expend substantial time and resources to re-engineer some or all of our software or be required to incur significant legal expenses defending against such allegations. Additionally, we could be subject to significant damages, enjoined from the use of our platform, products, or other technologies we use



in our business that contain such open source software, and be required to comply with the foregoing conditions, including the public release of certain portions of our internally-developed source code.

71

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In addition, the use of third-party open source software typically exposes us to greater risks than the use of third-party commercial software because open-source licensors generally do not provide warranties or set up controls on the functionality or origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to exploit vulnerabilities in such software and determine how to compromise our platform. Any of the foregoing could be harmful to our business, financial condition or operating results.

In the future, we may need to obtain licenses from third parties to use intellectual property rights associated with the development of our platform, products, and other internal tools, which might not be available on acceptable terms, or at all. Any loss of the right to use any third-party software required for the development and maintenance of our platform, products, or other internal tools could result in loss of functionality or availability of our platform, products, or other internal tools until equivalent technology is

76

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either developed by us, or, if available, is identified, obtained, and integrated. Any errors or defects in third-party software could result in errors or a failure of our platform, products, or other internal tools. Any of the foregoing would disrupt the deployment of our platform, products, or other internal tools and harm our business, results of operations and financial condition.

#### **Risks Related to Tax Matters**

***We may have additional income tax liabilities, which could harm our business, results of operations and financial condition.***

Significant judgments and estimates are required in determining our provision for income taxes and other tax liabilities. Our tax expense may be impacted, for example, if tax laws change or are clarified to our detriment or if tax authorities successfully challenge the tax positions that we take, such as, for example, positions relating to the arms-length pricing standards for our intercompany transactions and our indirect tax positions. In determining the adequacy of income taxes, we assess the likelihood of adverse outcomes that could result if our tax positions were challenged by the Internal Revenue Service (the "IRS"), and other tax authorities. Should the IRS or other tax authorities assess additional taxes as a result of examinations, we may be required to record charges to operations that could adversely affect our results of operations and financial condition.

***We could be required to collect additional sales, value added or similar taxes or be subject to other tax liabilities that may increase the costs our customers would have to pay for subscriptions to our platform and products and adversely affect our results of operations.***

We collect sales, value added or similar indirect taxes in a number of jurisdictions. An increasing number of states have considered or adopted laws that attempt to impose sales tax collection obligations on out-of-state companies. Additionally, the Supreme Court of the United States ruled in *South Dakota v. Wayfair, Inc. et al.* ("Wayfair"), that online sellers can be required to collect sales and use tax despite not having a physical presence in the buyer's state. In response to Wayfair, or otherwise, states or local governments may adopt, or begin to enforce, laws requiring us to calculate, collect and remit taxes on sales in their jurisdictions. Similarly, many foreign jurisdictions have considered or adopted laws that impose value added, digital service, or similar taxes, on companies despite not having a physical presence in the foreign jurisdiction. A successful assertion by one or more states, or foreign jurisdictions, requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The requirement to collect sales, value added or similar indirect taxes by foreign, state or local governments for sellers that do not have a physical presence in the jurisdiction could also create additional administrative burdens for us, put us at a competitive disadvantage if they do not impose similar obligations on our competitors, decrease our future sales and subject us to liabilities for future or historical periods, which could have a material adverse effect on our business and results of operations. We continually monitor the ever-evolving tax landscape in the jurisdictions in which we operate and those jurisdictions where our customers reside. Effective in March 2017, we began collecting certain telecommunications-based taxes from our customers in certain



jurisdictions. Since then, we have added more jurisdictions where we collect these taxes and we expect to continue expanding the number of jurisdictions in which we will collect these taxes in the future.

In the event any of these jurisdictions disagree with our assumptions and analysis, the assessment of our tax exposure could differ materially from our current estimates. Some customers may question incremental tax charges that we may impose and some may seek to negotiate lower pricing from us, which could adversely affect our business, results of operations and financial condition.

***Changes in U.S. and global tax legislation may adversely affect our financial condition, operating results, and cash flows.***

We are unable to predict what U.S. or global tax reforms may be proposed or enacted in the future or what effects such future changes would have on our business. Any such changes in tax legislation,

regulations, policies or practices in the jurisdictions in which we operate could increase the estimated tax liability that we have expensed to date and paid or accrued on our balance sheet; affect our financial position, future operating results, cash flows, and effective tax rates where we have operations; reduce post-tax returns to our stockholders; and increase the complexity, burden, and cost of tax compliance. We are subject to potential changes in relevant tax, accounting, and other laws, regulations, and interpretations, including changes to tax laws applicable to corporate multinationals.

***Our ability to use our net operating losses ("NOLs"), to offset future taxable income may be subject to certain limitations***

As of **December 31, 2022** **December 31, 2023**, we had NOL carryforwards for federal and state income tax purposes of **\$179.2 million** **\$191.8 million** and **\$127.1 million** **\$139.6 million**, respectively, which may be available to offset taxable income in the future, and which expire in various years beginning in 2038 for federal purposes and 2033 for state purposes if not utilized. **Under legislative changes made in December 2017**, U.S. federal NOLs incurred in 2018 and in future years may be carried forward indefinitely, but the deductibility of such NOLs is limited to 80% of taxable income each year. States may or may not adopt similar changes. In addition, the federal and state NOLs carryforwards and certain tax credits may be subject to significant limitations under Section 382 and Section 383 of the Internal Revenue Code of 1986, as amended **or the Code, (the "Code")**, and similar provisions of state law. Under those sections of the Code, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change NOL carryforwards and other pre-change attributes, such as research tax credits, to offset its post-change income or tax may be limited. In general, an "ownership change" will occur if there is a cumulative change in our ownership by "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. We have not completed a Section 382 assessment to determine whether we have experienced an ownership change in the past, including as a result of our **IPO, initial public offering ("IPO")**. Additionally, we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which may be outside of our control. If an ownership change occurs and our ability to use our NOL carryforwards and tax credits is materially limited, it would harm our business by effectively increasing our future tax obligations. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to reduce future income tax liabilities, including for state tax purposes. For these reasons, we may not be able to utilize a material portion of the NOLs reflected on our balance sheet, even if we attain profitability, which could potentially result in increased future tax liability to us and could adversely affect our results of operations and financial condition. We have recorded a full valuation allowance against the deferred tax assets attributable to our NOLs.

**Risks Related to Accounting Matters**

***A failure to establish and maintain effective disclosure controls and procedures and internal control over financial reporting could adversely affect our ability to produce timely and accurate financial statements or comply with applicable regulations, which in turn could harm investor confidence in our company and the trading price of our common stock.***



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The rules and regulations of the SEC require, among other things, that we establish and maintain internal control over financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Our independent registered public accounting firm would also be required to report on our internal control over financial reporting after we cease being an emerging growth company. Our and our auditor's testing, as applicable, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses and render our internal control over financial reporting ineffective. If any of these controls and systems do not perform as expected, we could experience material weaknesses in our controls. For example, we previously identified material weaknesses in our internal control over financial reporting that were remediated in 2022. We have incurred

78

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and we expect to continue to incur substantial accounting and auditing expense and expend significant management time in complying with the requirements of Section 404. If we are not able to comply with the requirements of Section 404 in a timely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to investigations or sanctions by the SEC, the NYSE, New York Stock Exchange ("NYSE"), or other regulatory authorities or subject to litigation. To the extent any material weaknesses in our internal control over financial reporting are identified in the future, we could be required to expend significant management time and financial resources to correct such material weaknesses or to respond to any resulting regulatory investigations or proceedings.

***If our estimates or judgments relating to our critical accounting estimates prove to be incorrect, our results of operations could be adversely affected.***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition and stock-based compensation, including the fair value of our common stock. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our common stock.

In addition to our results determined in accordance with U.S. GAAP, we believe certain non-GAAP measures may be useful in evaluating our operating performance. We present certain non-GAAP financial measures in this Quarterly Report on Form 10-Q and intend to continue to present certain non-GAAP financial measures in future filings with the SEC and other public statements. Any failure to accurately report and present our non-GAAP financial measures could cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our common stock.

***Changes in financial accounting standards or practices may cause adverse, unexpected financial reporting fluctuations and affect our results of operations.***

A change in accounting standards or practices may have a significant effect on our results of operations and may even affect our reporting of transactions completed before the change is effective. New accounting pronouncements and varying interpretations of accounting pronouncements have occurred and may occur in the future. Changes to existing rules or the questioning of current practices may adversely affect our reported financial results or the way we conduct our business.

74



For example, in May 2014, the Financial Accounting Standards Board, or FASB, issued new revenue recognition rules under Accounting Standard Codification 606 — Revenue from Contracts with Customers, or ASC 606, which became effective in January 2019 and included a single set of rules and criteria for revenue recognition to be used across all industries. Adoption of these types of accounting standards and any difficulties in implementation of changes in accounting principles, including the ability to modify our accounting systems, could cause us to fail to meet our financial reporting obligations, which result in regulatory discipline and harm investors' confidence in us.

#### **Risks Related to Ownership of our Common Stock**

***The stock price of our common stock may be volatile or may decline regardless of our operating performance.***

79

The market price of our common stock has and will likely continue to fluctuate significantly in response to numerous factors in addition to the ones described in the preceding risk factors, many of which are beyond our control, including:

- overall performance of the equity markets and the economy as a whole;
- changes in the financial projections we may provide to the public or our failure to meet these projections;
- actual or anticipated changes in our growth rate relative to that of our competitors;
- changes in the anticipated future size or growth rate of our addressable markets;
- announcements of new products and services, technological and platform updates or enhancements, or of acquisitions, strategic partnerships, joint ventures or capital-raising activities or commitments, by us or by our competitors;
- disruptions to our products and services or our other technology;
- additions or departures of board members, management or key personnel;
- failure of securities analysts to initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- rumors and market speculation involving us or other companies in our industry;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- lawsuits threatened or filed against us or investigations by governmental authorities;
- other events or factors, including those resulting from war, incidents of terrorism, or responses to these events;
- health epidemics, such as the COVID-19 pandemic, influenza, and other highly communicable diseases; and
- sales of shares of our common stock by us or our stockholders.

In addition, the stock market with respect to newly public recent years, technology companies particularly companies in the technology industry, have experienced significant price and volume fluctuations that have affected and continue to affect the market prices of stock prices of these companies. 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 adversely affect our business. Further, we provide indemnification for our officers and directors for certain claims in connection with such litigation.

75



Large indemnity payments would adversely affect our business, results of operations and financial condition.

***An active, liquid trading market for our common stock may not be sustained, which may limit your ability to sell your shares.***

An active trading market for our common stock may not be sustained. Although our common stock is listed on the New York Stock Exchange, NYSE, the market for our shares has demonstrated varying levels of trading activity. A public trading market having the desirable characteristics of depth, liquidity and orderliness depends upon the existence of willing buyers and sellers at any given time, such existence being dependent upon the individual decisions of buyers and sellers over which neither we nor any market maker has control. If an active trading market is not maintained, you may have difficulty selling

80

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shares of our common stock due to our limited public float. The failure of an active and liquid trading market to continue would likely have a material adverse effect on the value of our common stock. An inactive market may also impair our ability to raise capital to continue to fund operations by issuing shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

***Our business and financial performance may differ from any projections that we disclose or any information that may be attributed to us by third parties.***

From time to time, we may provide guidance via public disclosures regarding our projected business or financial performance. However, any such projections involve risks, assumptions and uncertainties and our actual results could differ materially from such projections. Factors that could cause or contribute to such differences include, but are not limited to, those identified in these risk factors, some or all of which are not predictable or within our control. Other unknown or unpredictable factors also could adversely impact our performance, and we undertake no obligation to update or revise any projections, whether as a result of new information, future events or otherwise. In addition, various news sources, bloggers and other publishers often make statements regarding our historical or projected business or financial performance, and you should not rely on any such information even if it is attributed directly or indirectly to us.

***You may incur dilution as a result of future equity issuances.***

Any common stock that we issue under our existing equity incentive plans or other equity incentive plans that we may adopt in the future would dilute the percentage ownership held by our other equity holders. Also, in the future, we may issue securities in connection with investments, acquisitions, or capital raising activities. In particular, the number of shares of our common stock issued in connection with an investment or acquisition, or to raise additional equity capital, could constitute a material portion of our then-outstanding shares of our common stock. Any such issuance of additional securities in the future may result in additional dilution to you or may adversely impact the price of our common stock.

***Sales of substantial amounts of our common stock by existing holders in the public markets, or the perception that they might occur, could cause the market price of our common stock to decline.***

Sales of a substantial number of shares of our common stock into the public market, particularly sales by our directors, executive officers, and principal stockholders, or the perception that these sales might occur, could cause the market price of our common stock to decline and may make it more difficult for you to sell your common stock at a time and price that you deem appropriate.

We have also filed registration statements to register shares reserved for future issuance under our equity incentive plans. As a result, subject to the applicable exercise periods and applicable volume and restrictions that apply to affiliates, the shares issued upon exercise of outstanding stock options are available for immediate resale in the United States in the open market.

76

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Further, certain of our stockholders have rights, subject to some conditions, to require us to file registration statements for the public resale of the common stock issuable upon conversion of such shares or to include such shares in registration statements that we may file for us or other stockholders. Any registration statement we file to register additional shares, whether as a result of registration rights or otherwise, could cause the trading price of our common stock to decline or be volatile and may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.



*The concentration of our share ownership in those stockholders who held our stock prior to our IPO, including our executive officers, directors and holders of more than 10% 5% of our capital stock, may limit your ability to influence corporate matters.*

81

Our executive officers, directors, holders of more than 10% 5% of our capital stock and affiliated entities together beneficially owned approximately 52.1% 46.2% of our total shares outstanding as of September 30, 2023 March 31, 2024. As a result, these stockholders, acting together, will have control over our management and affairs and over all matters requiring stockholder approval, including election of directors and significant corporate transactions, such as a merger or other sale of us or our assets, for the foreseeable future. Corporate action might be taken even if other stockholders oppose them. This concentration of ownership could also delay or prevent a change of control of us that other stockholders may view as beneficial.

***We are an “emerging growth company” and a “smaller reporting company” and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies and smaller reporting companies could make our common stock less attractive to investors.***

We are an “emerging growth company” as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may choose to take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies, including not being required to comply with the auditor attestation requirements of Section 404, reduced Public Company Accounting Oversight Board (United States) reporting requirements, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. Pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to use the extended transition period for complying with new or revised accounting standards until those standards would otherwise apply to private companies. As a result, our consolidated financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies, which may make our common stock less attractive to investors. In addition, if we cease to be an emerging growth company, we will no longer be able to use the extended transition period for complying with new or revised accounting standards. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and the trading price of our common stock may be more volatile.

***Additionally, we are a “smaller reporting company” as defined in Item 10(f)(1) of Regulation S-K. Even after we no longer qualify as an emerging growth company, we may still qualify as a “smaller reporting company,” which would allow us to continue to take advantage of many of the same exemptions from disclosure requirements, including presenting only the two most recent fiscal years of audited financial statements and reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We will continue to be a smaller reporting company if either (i) the market value of our stock held by non-affiliates is less than \$250 million or (ii) our annual revenue was less than \$100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than \$700 million. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.***

***We do not intend to pay dividends for the foreseeable future.***

We have never declared or paid any cash dividends on our common stock and do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

82

***We may require additional capital to support the growth of our business, and this capital might not be available on acceptable terms, if at all.***

77



Historically, we have financed our operations and capital expenditures primarily through sales of our capital stock and debt securities that are convertible into our capital stock. In the future, we may raise additional capital through additional debt or equity financings to support our business growth, to respond to business opportunities, challenges, or unforeseen circumstances, or for other reasons. On an ongoing basis, we are evaluating sources of financing and may raise additional capital in the future. Our ability to obtain additional capital will depend on our investor demand, the condition of the capital markets and other factors. Our capital needs will depend on our development efforts, business plans, expenditures to support the growth of our business and the enhancement of our platform and products, and financial performance. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we raise additional funds through the issuance of equity, equity-linked, or debt securities, those securities may have rights, preferences, or privileges senior to the rights of existing stockholders, and existing stockholders may experience dilution. Further, if we are unable to obtain additional capital when required or are unable to obtain additional capital on satisfactory terms, our ability to continue to support our business growth or to respond to business opportunities, challenges, or unforeseen circumstances would be adversely affected.

***The requirements of being a public company may strain our resources and divert management's attention.***

As a public company, we are subject to the reporting requirements of the Securities Exchange Act, of 1934, or the Exchange Act, New York Stock Exchange NYSE listing standards, and other applicable securities rules and regulations. Compliance with the requirements of these rules and regulations have and will continue to increase our legal, accounting, and financial compliance costs, may make some activities more difficult, time-consuming, and costly, and may place significant strain on our personnel, systems, and resources. For example, the Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and results of operations. As a result of the complexity involved in complying with the rules and regulations applicable to public companies, our management's attention may be diverted from other business concerns, which could harm our business, results of operations, and financial condition. Although we have already hired additional employees to assist us in complying with these requirements, we may need to hire more employees in the future or engage outside consultants, which will increase our operating expenses. In addition, changing laws, regulations, and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time-consuming. These laws, regulations, and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest substantial resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from business operations to compliance activities. If our efforts to comply with new laws, regulations, and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

As a public company subject to enhanced rules and regulations, it is also more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers. As a result of disclosure obligations required in our public filings, our business and financial condition has become more visible, which may result in an increased risk of threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and results of operations could be harmed, and even

83

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if the claims do not result in litigation or are resolved in our favor, these claims, and the time and

78

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resources necessary to resolve them, could divert the resources of our management and harm our business, results of operations, and financial condition.

***Our trading price and trading volume could decline if securities or industry analysts cease to publish research about our business, or if they publish unfavorable research.***



The trading market for our common stock depends in part on research and reports that securities or industry analysts publish about us or our business. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations and we do not have any control over the content and opinions included in the analysts' reports. The trading price of our common stock could decline if one or more equity research analysts downgrade our stock or publish other unfavorable commentary or research. If one or more equity research analysts cease coverage of **our company**, **Weave**, or fail to regularly publish reports on us, the demand for our common stock could decrease, which in turn could cause our trading price or trading volume to decline.

***Certain provisions in our corporate charter documents and under Delaware law may prevent or hinder attempts by our stockholders to change our management or to acquire a controlling interest in us, and the trading price of our common stock may be lower as a result.***

There are provisions in our amended and restated certificate of incorporation and amended and restated bylaws that may make it difficult for a third-party to acquire, or attempt to acquire, control of our company, even if a change in control were considered favorable by our stockholders. These anti-takeover provisions include:

- a classified board of directors so that not all members of our board of directors are elected at one time;
- the ability of our board of directors to determine the number of directors and to fill any vacancies and newly created directorships;
- a requirement that our directors may only be removed for cause;
- a prohibition on cumulative voting for directors;
- the requirement of a super-majority to amend some provisions in our amended and restated certificate of incorporation and amended and restated bylaws;
- authorization of the issuance of "blank check" preferred stock that our board of directors could use to implement a stockholder rights plan;
- an inability of our stockholders to call special meetings of stockholders; and
- a prohibition on stockholder actions by written consent, thereby requiring that all stockholder actions be taken at a meeting of our stockholders.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibit a person who owns 15% or more of our outstanding voting stock from merging or combining with us for a three-year period beginning on the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. Any provision in our amended and restated certificate of incorporation, our amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

84

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***Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of***

79

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***America as the exclusive forums for certain disputes between us and our stockholders, which will restrict our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers, or employees.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: any derivative action or proceeding brought on our behalf, any action asserting a breach of a fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. The provisions would not apply to suits brought to enforce a duty or liability created by the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent



or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Accordingly, given the provision in Section 22 of the Securities Act for concurrent jurisdiction by federal and state courts, there is uncertainty as to whether a court would enforce this forum selection provision with respect to claims arising under the Securities Act.

We believe these provisions benefit us by providing increased consistency in the application of Delaware law and federal securities laws by chancellors and judges, as applicable, particularly experienced in resolving corporate disputes, efficient administration of cases on a more expedited schedule relative to other forums and protection against the burdens of multi-forum litigation. These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring such a claim arising under the Securities Act against us, our directors, officers, or other employees in a venue other than in the federal district courts of the United States of America. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions, and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

#### **General Risks**

***Any legal proceedings or claims against us could be costly and time-consuming to defend and could harm our reputation regardless of the outcome.***

From time to time we may be subject to legal proceedings and claims that arise in the ordinary course of business, such as disputes or employment claims made by our current or former employees. Any litigation, whether meritorious or not, could harm our reputation, will increase our costs and may divert management's attention, time and resources, which may in turn seriously harm our business. Insurance might not cover such claims, might not provide sufficient payments to cover all the costs to resolve one or more such claims, and might not continue to be available on terms acceptable to us. A claim brought against us that is uninsured or underinsured could result in unanticipated costs and could seriously harm our business.

85

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***Unfavorable conditions in our industry or the global economy or reductions in spending on vertically tailored software by SMBs could adversely affect our business, results of operations and financial condition.***

80

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Our results of operations may vary based on the impact of changes in our industry or the global economy on our customers. Our results of operations depend in part on demand for vertically tailored software. In addition, our revenue is dependent on the usage of our products, which in turn is influenced by the scale of business that our customers are conducting. To the extent that weak economic conditions, supply chain shortages, economic inflation, geopolitical developments, such as existing and potential trade wars, military conflicts, including the military conflicts between Russia and Ukraine as well as Israel and Palestine, and other events outside of our control, such as the COVID-19 pandemic, result in a reduced volume of business for, and communications and engagement by, our customers and prospective customers, demand for, and use of, our products may decline. Furthermore, weak economic conditions may make it more difficult to collect on outstanding accounts receivable. Additionally, we generate substantially all of our revenue from SMBs, SMB healthcare practices, which may be affected by economic uncertainty or downturns to a greater extent than enterprises, and typically have more limited financial resources, including capital borrowing capacity, than enterprises. If our customers reduce their use of our platform or products, or prospective customers delay adoption or elect not to adopt our platform or products, as a result of a weak economy or recession or due to economic uncertainty, this could adversely affect our business, results of operations and financial condition. Uncertain and adverse economic conditions may also lead to increased refunds and chargebacks, any of which could adversely affect our business.

***Our business is subject to the risks of pandemics, earthquakes, fire, floods and other natural catastrophic events, and to interruption by man-made problems such as power disruptions, computer viruses, data security breaches or terrorism.***

A significant natural disaster, such as an earthquake, fire or flood, occurring at our headquarters, at one of our other facilities or where a business partner is located could adversely affect our business, results of operations and financial condition. Further, if a natural disaster or man-made problem were to affect our network service providers or internet service providers, this could adversely affect the ability of our customers to use our platform and products. In addition, natural disasters, pandemics, such as COVID-19, and acts of terrorism could cause disruptions in our or our customers' businesses and national or regional economies. Health concerns or political or



governmental developments in countries in which we or our customers, partners and service providers operate could result in economic, social or labor instability and could have an adverse effect on our business and our results of operations and financial condition.

We also rely on our network and third-party infrastructure and enterprise applications and internal technology systems for our engineering, sales and marketing and operations activities. Although we maintain incident management and disaster response plans, in the event of a major disruption caused by a natural disaster or man-made problem, we may be unable to continue our operations and may endure system interruptions, reputational harm, delays in our development activities, lengthy interruptions in service, breaches of data security and loss of critical data, any of which could adversely affect our business, results of operations and financial condition.

In addition, computer malware, viruses and computer hacking, fraudulent use attempts and phishing attacks have become more prevalent in our industry, have occurred on our platform in the past and may occur on our platform in the future. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security, integrity and availability of our platform and products and technical infrastructure to the satisfaction of our users may harm our reputation and our ability to retain existing users and attract new users.

***Our risk management strategies may not be fully effective in mitigating our risk exposure in all market environments or against all types of risk.***

86

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We operate in a rapidly changing industry. Accordingly, our risk management strategies may not be fully effective to identify, monitor and manage all risks that our business encounters. In addition, when we introduce new services, focus on expanding relationships with new types of customers, or begin to operate in new markets, we may be less able to forecast risk levels and reserve accurately for potential losses, as a result of fraud or otherwise. If our strategies are not fully effective or we are not successful in

81

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identifying and mitigating all risks to which we are or may be exposed, we may suffer uninsured liability or harm to our reputation, or be subject to litigation or regulatory actions, any of which could adversely affect our business, financial condition and results of operations.

## **Item 5. Other Information**

### **Insider Adoption or Termination of Trading Arrangements**

During the fiscal quarter ended March 31, 2024, none of our directors or officers informed us of the adoption or termination of a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as those terms are defined in Regulation S-K, Item 408, except as follows:

On March 6, 2024, Branden Neish, our Chief Product and Technology Officer, adopted a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act. Mr. Neish's trading plan provides for the sale of up to 100,000 shares. Mr. Neish's trading plan is scheduled to terminate on the earlier of February 24, 2025 or when all shares are sold under the plan, subject to early termination for certain specified events set forth therein. The trading plan complied with the then-applicable requirements of Rule 10b5-1(c) when adopted in March 2024.

87 82

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## **Item 6. Exhibits**



The documents listed below are filed (or furnished, as noted) as exhibits to this Quarterly Report on Form 10-Q:

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.1†	<a href="#">Second Amended and Restated Loan and Security Agreement, dated as of April 9, 2020, by and among First-Citizens Bank &amp; Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), the Registrant, and Weave Communications Canada, Inc., as amended.</a>					X
31.1	<a href="#">Chief Executive Officer Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act.</a>					X
31.2	<a href="#">Chief Financial Officer Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act.</a>					X
32.1*	<a href="#">Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
32.2*	<a href="#">Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended <b>September 30, 2023</b> <b>March 31, 2024</b> , formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Comprehensive Loss, (iii) Condensed Consolidated Statements of Stockholders' Equity, (iv) Condensed Consolidated Statements of Cash Flows and (v) Notes to the Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).					X

\* These exhibits are furnished with this Quarterly Report on Form 10-Q and are not deemed filed with the Securities and Exchange Commission and are not incorporated by reference in any filing of Weave Communications, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language contained in such filings.

† Certain exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The registrant hereby agrees to furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon its request.

88

83

## 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.

**Weave Communications, Inc.**

Dated: May 9, 2024

By: /s/ Brett White

Brett White

Chief Executive Officer and Director

(Principal Executive Officer)



Dated: May 9, 2024

By: /s/ Alan Taylor  
Alan Taylor  
Chief Financial Officer  
(Principal Financial Officer)

84

Exhibit 10.1

## SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

**THIS SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “**Agreement**”) dated as of April 9, 2020 (the “**Effective Date**”), by and among **SILICON VALLEY BANK**, a California corporation (“**Bank**”), **WEAVE COMMUNICATIONS, INC.**, a Delaware corporation (“**US Borrower**”), and **WEAVE COMMUNICATIONS CANADA, INC.**, a corporation organized under the laws of the Province of British Columbia (“**Canadian Borrower**” and together with US Borrower, each individually and collectively, jointly and severally, “**Borrower**”), provides the terms on which Bank shall lend to Borrower and Borrower shall repay Bank. This Agreement amends and restates in its entirety that certain Amended and Restated Loan and Security Agreement, dated as of December 22, 2017, by and between Bank and US Borrower (as amended, restated, supplemented, or otherwise modified from time to time, the “**Original Agreement**”). The parties agree as follows:

### 1. **ACCOUNTING AND OTHER TERMS**

Accounting terms not defined in this Agreement shall be construed following GAAP. Calculations and determinations must be made following GAAP. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein.

### 2. **LOAN AND TERMS OF PAYMENT**

**2.1 Promise to Pay.** Borrower hereby unconditionally promises to pay Bank the outstanding principal amount of all Credit Extensions and accrued and unpaid interest thereon as and when due in accordance with this Agreement.

#### **2.2 Revolving Line.**

(a) **Availability.** Subject to the terms and conditions of this Agreement and to deduction of Reserves, Bank shall make Advances not exceeding the Availability Amount. Amounts borrowed under the Revolving Line may be repaid and, prior to the Revolving Line Maturity Date, reborrowed, subject to the applicable terms and conditions precedent herein.

(b) **Termination; Repayment.** The Revolving Line terminates on the Revolving Line Maturity Date, when the principal amount of all Advances, the unpaid interest thereon, and all other Obligations relating to the Revolving Line shall be immediately due and payable.

#### **2.3 Growth Capital Advance.**

(a) **Availability.** Subject to and upon the terms and conditions of this Agreement, on the Effective Date or as soon thereafter as all conditions precedent to the making thereof have been met, Bank shall make a growth capital advance to Borrower in the principal



amount of Four Million Dollars (\$4,000,000) (the “**Initial Growth Capital Advance**”), which shall refinance all Obligations owing from Borrower to Bank under the Original Agreement as of the Effective Date (excluding Obligations under the Revolving Line), with any excess to be used for working capital. Thereafter, until September 30, 2021, Borrower may request and Bank shall make additional growth capital advances in an aggregate amount not to exceed Three Million Dollars (\$3,000,000) (each, a “**Supplemental Growth Capital Advance**”, and together with the Initial Growth Capital Advance, each, a “**Growth Capital Advance**” and collectively, the “**Growth Capital Advances**”). Each Supplemental Growth Capital Advance shall be in an amount equal to at least Five Hundred Thousand Dollars (\$500,000). The aggregate outstanding amount of the Growth Capital Advances shall not, at any time, exceed the Growth Capital Line.

(b) **Interest Payments.** Commencing on May 1, 2020, and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of the Growth Capital Advances at the rate set forth in Section 2.5(a)(ii).

(c) **Repayment.** The Growth Capital Advances shall be “interest-only” through the end of the Interest-Only Period with interest payable on the first (1st) day of each month. Any portion of the Growth Capital Advances outstanding at the end of the Interest-Only Period shall be payable in thirty (30) equal payments of principal plus all accrued interest beginning on October 1, 2021, and continuing on the first (1st) day of each month thereafter. All unpaid principal and interest on the Growth Capital Advances shall be due on the Growth Capital Maturity Date. Once repaid, the Growth Capital Advances may not be reborrowed.

(d) **Permitted Prepayment.** Borrower shall have the option to prepay all, but not less than all, of the Growth Capital Advances advanced by Bank under this Agreement, provided Borrower (i) delivers written notice to Bank of its election to prepay the Growth Capital Advances at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) the outstanding principal plus accrued and unpaid interest with respect to the Growth Capital Advances, (B) the Prepayment Fee, and (C) all other sums, if any, that shall have become due and payable with respect to the Growth Capital Advances, including Bank Expenses, if any, and interest at the Default Rate with respect to any past due amounts.

(e) **Mandatory Prepayment Upon an Acceleration.** If the Growth Capital Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the Growth Capital Advances, (ii) the Prepayment Fee, and (iii) all other sums, if any, that shall have become due and payable with respect to the Growth Capital Advances, including Bank Expenses, if any, and interest at the Default Rate with respect to any past due amounts.

**2.4 Overadvances.** If, at any time, the outstanding principal amount of any Advances exceeds the lesser of either the Revolving Line or the Borrowing Base, Borrower shall immediately pay to Bank in cash the amount of such excess (such excess, the “**Overadvance**”). Without limiting Borrower’s obligation to repay Bank any Overadvance, Borrower agrees to pay

Bank interest on the outstanding amount of any Overadvance, on demand, at a per annum rate equal to the rate that is otherwise applicable to Advances plus five percent (5.0%).

## **2.5 Payment of Interest on the Credit Extensions.**

### (a) **Interest Rates.**

(i) **Advances.** Subject to Section 2.5(b), the principal amount outstanding under the Revolving Line shall accrue interest a floating per annum rate equal to the greater of (i) one half of one percentage point (0.50%) above the Prime Rate, or (ii) five and one quarter percentage points (5.25%), which interest shall, in each case, be payable monthly in accordance with Section 2.5(d) below.

(ii) **Growth Capital Advances.** Subject to Section 2.5(b), the principal amount outstanding under the Growth Capital Advances shall accrue interest at a floating per annum rate equal to the greater of (i) three quarters of one percentage point (0.75%) above the Prime Rate, or (ii) five and one half percentage points (5.50%), which interest shall, in each case, be payable monthly in accordance with Section 2.5(d) below.

(b) **Default Rate.** Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall bear interest at a rate per annum which is five percentage points (5%) above the rate that is otherwise applicable thereto (the “**Default Rate**”). Fees



and expenses which are required to be paid by Borrower pursuant to the Loan Documents (including, without limitation, Bank Expenses) but are not paid when due shall bear interest until paid at a rate equal to the highest rate applicable to the Obligations. Payment or acceptance of the increased interest rate provided in this Section 2.5(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Bank.

(c) Adjustment to Interest Rate. Changes to the interest rate of any Credit Extension based on changes to the Prime Rate shall be effective on the effective date of any change to the Prime Rate and to the extent of any such change.

(d) Payment; Interest Computation. Interest is payable monthly on the Payment Date of each month and shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. In computing interest, (i) all payments received after 12:00 p.m. Pacific time on any day shall be deemed received at the opening of business on the next Business Day, and (ii) the date of the making of any Credit Extension shall be included and the date of payment shall be excluded; provided, however, that if any Credit Extension is repaid on the same day on which it is made, such day shall be included in computing interest on such Credit Extension.

(e) Yearly Rate of Interest.

(i) For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to

be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(ii) Borrower acknowledges and confirms that:

(1) clause (i) above satisfies the requirements of Section 4 of the Interest Act (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document; and

(2) Borrower is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in clause (i) above.

(iii) Borrower agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to the Loan Documents, that the interest payable thereunder and the calculation thereof has not been adequately disclosed to any Credit Party, whether pursuant to Section 4 of the Interest Act (Canada) or any other applicable law or legal principle.

(iv) Notwithstanding anything to the contrary contained in this Agreement, if the amount of interest payable under any Loan Document is reduced by virtue of the application of Section 4 of the Interest Act (Canada), then Borrower shall immediately and retroactively be obligated to pay to Bank, promptly on demand by Bank (or, if an Event of Default pursuant to Section 8 shall have occurred and be continuing, automatically and without further action by Bank), an amount equal to the amount of such reduction.

(f) Criminal Interest. If any provision of this Agreement would oblige Borrower to make any payment of interest or other amount payable to Bank in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest required to be paid to Bank under Section 2.5; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada)."

## **2.6 Fees.** Borrower shall pay to Bank:



(a) **Revolving Line Commitment Fee.** A fully-earned, non-refundable commitment fee of Thirty-Seven Thousand Five Hundred Dollars (\$37,500), on the Effective Date;

(b) **Prepayment Fee.** The Prepayment Fee, when due hereunder; provided, however, that Bank shall waive the Prepayment Fee if the Obligations are refinanced by Bank;

(c) **Bank Expenses.** All Bank Expenses (including reasonable attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due (or, if no stated due date, upon demand by Bank).

(d) **Fees Fully Earned.** Unless otherwise provided in this Agreement or in a separate writing by Bank, Borrower shall not be entitled to any credit, rebate, or repayment of any fees earned by Bank pursuant to this Agreement notwithstanding any termination of this Agreement or the suspension or termination of Bank's obligation to make loans and advances hereunder. Bank may deduct amounts owing by Borrower under the clauses of this Section 2.6 pursuant to the terms of Section 2.7(c). Bank shall provide Borrower written notice of deductions made from the Designated Deposit Account pursuant to the terms of the clauses of this Section 2.6.

## **2.7 Payments; Application of Payments; Debit of Accounts**

(a) All payments to be made by Borrower under any Loan Document shall be made in immediately available funds in Dollars, without setoff or counterclaim, before 12:00 p.m. Pacific time on the date when due. Payments of principal and/or interest received after 12:00 p.m. Pacific time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) Bank has the exclusive right to determine the order and manner in which all payments with respect to the Obligations may be applied. Borrower shall have no right to specify the order or the accounts to which Bank shall allocate or apply any payments required to be made by Borrower to Bank or otherwise received by Bank under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

(c) Bank may debit any of Borrower's deposit accounts, including the Designated Deposit Account, for principal and interest payments or any other amounts Borrower owes Bank when due. These debits shall not constitute a set-off.

**2.8 Withholding.** Payments received by Bank from Borrower under this Agreement will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (including any interest, additions to tax or penalties applicable

thereto). Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction from any such payment or other sum payable hereunder to Bank, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Bank receives a net sum equal to the sum which it would have received had no withholding or deduction been required, and Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority. Borrower will, upon request, furnish Bank with proof reasonably satisfactory to Bank indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this Section 2.8 shall survive the termination of this Agreement.

## **3. CONDITIONS OF LOANS**

**3.1 Conditions Precedent to Initial Credit Extension.** Bank's obligation to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, such documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate, including, without limitation:

(a) duly executed original signatures to the Loan Documents;

(b) the Operating Documents and long-form good standing certificates of Borrower and its Subsidiaries certified by the Secretary of State (or equivalent agency) of Borrower's and such Subsidiaries' jurisdiction of organization or formation and each jurisdiction in



which Borrower and each Subsidiary is qualified to conduct business, each as of a date no earlier than thirty (30) days prior to the Effective Date;

(c) a secretary's certificate of US Borrower with respect to US Borrower's Operating Documents, incumbency, specimen signatures and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(d) an officer's certificate of Canadian Borrower with respect to its articles of incorporation and notice of articles, shareholders' agreement (or equivalent), incumbency and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents;

(e) certified copies, dated as of a recent date, of financing statement, UCC, PPSA and Bank Act searches, as Bank may request, accompanied by written evidence (including any PPSA/UCC termination statements and PPSA confirmations/estoppels/terminations) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Credit Extension, will be terminated or released;

(f) a legal opinion of Borrower's Canadian counsel, in form and substance acceptable to Bank, dated as of the Effective Date together with the duly executed original signature thereto;

(g) the Perfection Certificate of Borrower, together with the duly executed original signature thereto;

(h) evidence satisfactory to Bank that the insurance policies and endorsements required by Section 6.7 hereof are in full force and effect, together with appropriate evidence showing lender loss payable and/or additional insured clauses or endorsements in favor of Bank;

(i) with respect to the initial Advance, a completed Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's Accounts); and

(j) payment of the fees and Bank Expenses then due as specified in Section 2.6 hereof.

**3.2 Conditions Precedent to all Credit Extensions.** Bank's obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

(a) timely receipt of (i) the Credit Extension request and any materials and documents required by Section 3.4 and (ii) with respect to the request for a Growth Capital Advance, an executed Payment/Advance Form and any materials and documents required by Section 3.4;

(b) the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the date of the proposed Credit Extension and/or of the Payment/Advance Form, as applicable, and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(c) Bank determines to its satisfaction that there has not been a Material Adverse Change.

**3.3 Covenant to Deliver.** Borrower agrees to deliver to Bank each item required to be delivered to Bank under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Bank of any such item shall not constitute a waiver by Bank of Borrower's obligation to deliver such item, and the making of any Credit Extension in the absence of a required item shall be in Bank's sole discretion.

### **3.4 Procedures for Borrowing.**



(a) **Advances.** Subject to the prior satisfaction of all other applicable conditions to the making of an Advance set forth in this Agreement, to obtain an Advance, Borrower (via an individual duly authorized by an Administrator) shall notify Bank (which notice shall be irrevocable) by electronic mail by 12:00 p.m. Pacific time on the Funding Date of the Advance. Such notice shall be made by Borrower through Bank's online banking program, provided, however, if Borrower is not utilizing Bank's online banking program, then such notice shall be in a written format acceptable to Bank that is executed by an Authorized Signer. Bank shall have received satisfactory evidence that the Board has approved that such Authorized Signer may provide such notices and request Advances. In connection with any such notification, Borrower must promptly deliver to Bank by electronic mail or through Bank's online banking program such reports and information, including without limitation, sales journals, cash receipts journals, accounts receivable aging reports, as Bank may request in its sole discretion. Bank shall credit proceeds of an Advance to the Designated Deposit Account. Bank may make Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the Advances are necessary to meet Obligations which have become due.

(b) **Growth Capital Advances.** Subject to the prior satisfaction of all other applicable conditions to the making of a Growth Capital Advance set forth in this Agreement, to obtain a Growth Capital Advance, Borrower (via an individual duly authorized by an Administrator) shall notify Bank (which notice shall be irrevocable) by electronic mail by 12:00 noon Pacific time on the Funding Date of the Growth Capital Advance. Such notice shall be made by Borrower through Bank's online banking program, provided, however, if Borrower is not utilizing Bank's online banking program, then such notice shall be in a written format acceptable to Bank that is executed by an Authorized Signer. Bank shall have received satisfactory evidence that the Board has approved that such Authorized Signer may provide such notices and request a Growth Capital Advance. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or through Bank's online banking program a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may request in its sole discretion. Bank shall credit proceeds of each Growth Capital Advance to the Designated Deposit Account. Bank may make the Growth Capital Advances under this Agreement based on instructions from an Authorized Signer or without instructions if any Growth Capital Advance is necessary to meet Obligations which have become due.

#### **4. CREATION OF SECURITY INTEREST**

**4.1 Grant of Security Interest.** Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

Borrower acknowledges that it previously has entered, and/or may in the future enter, into Bank Services Agreements with Bank. Regardless of the terms of any Bank Services Agreement, Borrower agrees that any amounts Borrower owes Bank thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Bank to have all such Obligations secured by the first priority perfected security interest in the Collateral granted herein (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Bank's Lien in this Agreement).

If this Agreement is terminated, Bank's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as Bank's obligation to make Credit Extensions has terminated, Bank shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower. In the event (x) all Obligations (other than inchoate indemnity obligations), except for Bank Services, are satisfied in full, and (y) this Agreement is terminated, Bank shall terminate the security interest granted herein upon Borrower providing cash collateral acceptable to Bank in its good faith business judgment for Bank Services, if any. In the event such Bank Services consist of outstanding Letters of Credit, Borrower shall provide to Bank cash collateral in an amount equal to (x) if such Letters of Credit are denominated in Dollars, then at least one hundred five percent (105.0%); and (y) if such Letters of Credit are denominated in a Foreign Currency, then at least one hundred ten percent (110.0%), of the Dollar Equivalent of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its business judgment), to secure all of the Obligations relating to such Letters of Credit.

**4.2 Priority of Security Interest.** Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Bank's Lien under this Agreement) so long as Bank has filed its UCC and PPSA financing statements (as applicable) against Borrower. If Borrower shall acquire a commercial tort claim, Borrower shall promptly notify Bank in a writing signed by Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Bank.



**4.3 Authorization to File Financing Statements.** Borrower hereby authorizes Bank to file financing statements, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either Borrower or any other Person, shall be deemed to violate the rights of

Bank under the Code. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

## **5. REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants as follows:

**5.1 Due Organization, Authorization; Power and Authority.** Borrower is duly existing and in good standing in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Borrower's business. In connection with this Agreement, Borrower has delivered to Bank completed certificates each signed by Borrower and Guarantor (if any), respectively, entitled "Perfection Certificate" (the "**Perfection Certificate**"). Borrower represents and warrants to Bank that (a) Borrower's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth Borrower's organizational identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower's place of business, or, if more than one, its chief executive office as well as Borrower's mailing address (if different than its chief executive office) and its registered office address (if different than its chief executive office); (e) Borrower (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete (it being understood and agreed that Borrower may from time to time update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement). If Borrower is not now a Registered Organization but later becomes one, Borrower shall promptly notify Bank of such occurrence and provide Bank with Borrower's organizational identification number.

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect), or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business.

This Agreement and the other Loan Documents have been duly executed and delivered by each Borrower and constitute legal, valid and binding obligations of each Borrower, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Specifically but without limitation, Section 2.5(e)(i) satisfies the requirements of Section 4 of the Interest Act (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document, and each Borrower is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in such Section 2.5(e)(i).

**5.2 Collateral.** Borrower has good title to, rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens except Permitted Liens. Borrower has no Collateral Accounts at or with any bank or financial institution other than Bank or Bank's Affiliates except for the Collateral Accounts described in the Perfection Certificate delivered to Bank in connection herewith and which Borrower has taken such actions as are necessary to give Bank a perfected security interest therein, pursuant to the terms of Section 6.8(c). The Accounts are bona fide, existing obligations of the Account Debtors.

The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate. None of the components of the Collateral shall be maintained at locations other than as provided in the Perfection Certificate or as



permitted pursuant to Section 7.2.

Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for (a) non-exclusive licenses granted to its customers in the ordinary course of business, (b) over-the-counter software that is commercially available to the public, and (c) material Intellectual Property licensed to Borrower and noted on the Perfection Certificate. Each Patent which it owns or purports to own and which is material to Borrower's business is valid and enforceable, and no part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower's business has been judged invalid or unenforceable, in whole or in part. To the best of Borrower's knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to have a material adverse effect on Borrower's business.

Except as noted on the Perfection Certificate, Borrower is not a party to, nor is it bound by, any Restricted License.

**5.3 Eligible Customer Accounts.** For any customer Account that generates MRR, all statements made and all unpaid balances appearing in all invoices, instruments and other documents evidencing such customer Accounts are and shall be true and correct and all such invoices, instruments and other documents, and all of Borrower's Books are genuine and in all respects what they purport to be. All sales and other transactions underlying or giving rise to each customer Account that generates MRR shall comply in all material respects with all applicable laws and governmental rules and regulations. Borrower has no knowledge of any

actual or imminent Insolvency Proceeding of any Account Debtor whose accounts are customer Accounts that generate MRR. To the best of Borrower's knowledge, all signatures and endorsements on all documents, instruments, and agreements relating to all customer Accounts are genuine, and all such documents, instruments and agreements are legally enforceable in accordance with their terms. Borrower is the owner of and has the legal right to sell, transfer, assign and encumber each customer Account, and, there are no defenses, offsets, counterclaims or agreements for which the Account Debtor may claim any deduction or discount.

**5.4 Litigation.** There are no actions or proceedings pending or, to the knowledge of any Responsible Officer, threatened in writing by or against Borrower or any of its Subsidiaries involving more than, individually or in the aggregate, Fifty Thousand Dollars (\$50,000).

**5.5 Financial Statements; Financial Condition.** All consolidated financial statements for Borrower and any of its Subsidiaries delivered to Bank by submission to the Financial Statement Repository or otherwise submitted to Bank fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to the Financial Statement Repository or otherwise submitted to Bank.

**5.6 Solvency.** The fair salable value of Borrower's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of Borrower's liabilities; Borrower is not left with unreasonably small capital after the transactions in this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

**5.7 Regulatory Compliance.** Borrower is not an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower (a) has complied in all material respects with all Requirements of Law, and (b) has not violated any Requirements of Law the violation of which could reasonably be expected to have a material adverse effect on its business. None of Borrower's or any of its Subsidiaries' properties or assets has been used by Borrower or any Subsidiary or, to the best of Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each of its Subsidiaries have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

**5.8 Subsidiaries; Investments.** Borrower does not own any stock, partnership, or other ownership interest or other equity securities except for Permitted Investments.

**5.9 Tax Returns and Payments; Pension Contributions.** Borrower has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except (a) to the extent such taxes are being contested in good faith by appropriate proceedings promptly



instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor; or (b) if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Fifty Thousand Dollars (\$50,000).

To the extent Borrower defers payment of any contested taxes, Borrower shall (i) notify Bank in writing of the commencement of, and any material development in, the proceedings, and (ii) post bonds or take any other steps required to prevent the Governmental Authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a "Permitted Lien." Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower. Except as set forth in the Perfection Certificate, Borrower has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation, the Pension Benefit Guarantee Fund established under the *Pension Benefits Act* (Ontario) (or equivalent provincial legislation in another Province in Canada) or their respective successors or any other governmental agency.

**5.10 Use of Proceeds.** Borrower shall use the proceeds of the Credit Extensions solely as working capital, to refinance certain existing Indebtedness owing to Bank under the Original Agreement and to fund its general business requirements and not for personal, family, household or agricultural purposes.

**5.11 Full Disclosure.** No written representation, warranty or other statement of Borrower in any report, certificate, or written statement submitted to the Financial Statement Repository or otherwise submitted to Bank, as of the date such representation, warranty, or other statement was made, taken together with all such written reports, written certificates and written statements submitted to the Financial Statement Repository or otherwise submitted to Bank, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the reports, certificates, or written statements not misleading (it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

**5.12 Definition of "Knowledge."** For purposes of the Loan Documents, whenever a representation or warranty is made to Borrower's knowledge or awareness, to the "best of" Borrower's knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of any Responsible Officer.

## **6. AFFIRMATIVE COVENANTS**

Borrower shall do all of the following:

### **6.1 Government Compliance.**

(a) Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on Borrower's business or operations. Borrower shall comply, and have each Subsidiary comply, in all material respects, with all laws, ordinances and regulations to which it is subject.

(b) Obtain all of the Governmental Approvals necessary for the performance by Borrower of its obligations under the Loan Documents to which it is a party and the grant of a security interest to Bank in all of the Collateral. Borrower shall promptly provide copies of any such obtained Governmental Approvals to Bank.

**6.2 Financial Statements, Reports, Certificates.** Provide Bank with the following by submitting to the Financial Statement Repository or otherwise submitting to Bank:

(a) a Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's Accounts), including, without limitation, details of Borrower's recurring revenue, including, without limitation, total MRR and the Annualized Churn Rate, (i) with each request for an Advance and (ii) within thirty (30) days after the end of each month;

(b) within thirty (30) days after the end of each month, (i) monthly accounts receivable agings, aged by invoice date, (ii) monthly accounts payable agings, aged by invoice date, and outstanding or held check registers, if any, (iii) monthly reconciliations of accounts receivable agings (aged by invoice date), and (iv) a Deferred Revenue report;



(c) within thirty (30) days after the last day of each month, a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations for such month in a form acceptable to Bank (the "**Monthly Financial Statements**");

(d) within thirty (30) days after the last day of each month and together with the Monthly Financial Statements, a duly completed Compliance Statement, confirming that as of the end of such month, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request, including, without limitation, a statement that at the end of such month there were no held checks;

(e) within thirty (30) days after the end of each month, a report in a form acceptable to Bank, detailing Borrower's total MRR, Annualized Churn Rate, Existing Customer Accounts, CAC and LTV;

(f) within thirty (30) days after the last day of each fiscal year of Borrower, and contemporaneously with any updates or amendments thereto, (i) annual operating budgets (including income statements, balance sheets and cash flow statements, by month) for the then-

current fiscal year of Borrower, and (ii) annual financial projections for the then-current fiscal year (on a quarterly basis), in each case as approved by the Board, together with any related business forecasts used in the preparation of such annual financial projections;

(g) within one hundred eighty (180) days following the end of Borrower's fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank;

(h) in the event that Borrower becomes subject to the reporting requirements under a Canadian securities exchange or the Exchange Act, within five (5) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower and/or any Guarantor with the applicable exchange or the SEC, any Governmental Authority succeeding to any or all of the functions of the applicable exchange or the SEC or with any national securities exchange, or distributed to its shareholders, as the case may be. Documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the internet at Borrower's website address; provided, however, Borrower shall promptly notify Bank in writing (which may be by electronic mail) of the posting of any such documents;

(i) within five (5) days of delivery, copies of all statements, reports and notices made available to Borrower's security holders or to any holders of Subordinated Debt;

(j) prompt report of any legal actions pending or threatened in writing against Borrower or any of its Subsidiaries that could result in damages or costs to Borrower or any of its Subsidiaries of, individually or in the aggregate, Fifty Thousand Dollars (\$50,000) or more;

(k) promptly, from time to time, such other information regarding Borrower or compliance with the terms of any Loan Documents as reasonably requested by Bank; and

(l) prompt written notice of any changes to the beneficial ownership information set out in Section 14 of the Perfection Certificate delivered to Bank on or about the Effective Date. Borrower understands and acknowledges that Bank relies on such true, accurate and up-to-date beneficial ownership information to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers.

Any submission by Borrower of a Compliance Statement, a Borrowing Base Statement, or any other financial statement submitted to the Financial Statement Repository pursuant to this Section 6.2 or otherwise submitted to Bank shall be deemed to be a representation by Borrower that (i) as of the date of such Compliance Statement, Borrowing Base Statement, or other financial statement, the information and calculations set forth therein are true, accurate and correct, (ii) as of the end of the compliance period set forth in such submission, Borrower is in complete compliance with all required covenants except as noted in such Compliance Statement, Borrowing Base Statement, or other financial statement, as applicable, (iii) as of the date of such submission, no Events of Default have occurred or are continuing, (iv) all representations and warranties other than any representations or warranties that are made as of a specific date in Section 5 remain true and correct in all material respects as of the date of such submission except as noted in such Compliance Statement, Borrowing Base Statement, or other financial statement, as applicable, (v) as of the date of such submission, Borrower and each of its Subsidiaries has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and



contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9, and (vi) as of the date of such submission, no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

### 6.3 Accounts Receivable.

(a) Schedules and Documents Relating to Accounts. Borrower shall deliver to Bank transaction reports and schedules of collections, as provided in Section 6.2, on Bank's standard forms; provided, however, that Borrower's failure to execute and deliver the same shall not affect or limit Bank's Lien and other rights in all of Borrower's Accounts, nor shall Bank's failure to advance or lend against a specific Account affect or limit Bank's Lien and other rights therein. If requested by Bank, Borrower shall furnish Bank with copies (or, at Bank's request, originals) of all contracts, orders, invoices, and other similar documents, and all shipping instructions, delivery receipts, bills of lading, and other evidence of delivery, for any goods the sale or disposition of which gave rise to such Accounts. In addition, Borrower shall deliver to Bank, on its request, the originals of all instruments, chattel paper, security agreements, guarantees and other documents and property evidencing or securing any Accounts, in the same form as received, with all necessary indorsements, and copies of all credit memos.

(b) Disputes. Borrower shall promptly notify Bank of all disputes or claims relating to Accounts. Borrower may forgive (completely or partially), compromise, or settle any Account for less than payment in full, or agree to do any of the foregoing so long as (i) Borrower does so in good faith, in a commercially reasonable manner, in the ordinary course of business, in arm's-length transactions, and reports the same to Bank in the regular reports provided to Bank; (ii) no Event of Default has occurred and is continuing; and (iii) after taking into account all such discounts, settlements and forgiveness, the total outstanding Advances will not exceed the lesser of the Revolving Line or the Borrowing Base.

(c) Collection of Accounts. Borrower shall direct Account Debtors to deliver or transmit all proceeds of Accounts into a lockbox account or such other "blocked account" as specified by Bank (either such account, the "**Cash Collateral Account**"). Whether or not an Event of Default has occurred and is continuing, Borrower shall immediately deliver all payments on and proceeds of Accounts to the Cash Collateral Account. Subject to Bank's right to maintain a reserve pursuant to Section 6.3(d), all amounts received in the Cash Collateral Account shall transferred on a daily basis to the Designated Deposit Account. Borrower hereby authorizes Bank to transfer to the Cash Collateral Account any amounts that Bank reasonably

determines are proceeds of the Accounts (provided that Bank is under no obligation to do so and this allowance shall in no event relieve Borrower of its obligations hereunder).

(d) Reserves. Notwithstanding any terms in this Agreement to the contrary, at times when an Event of Default exists, Bank may hold any proceeds of the Accounts and any amounts in the Cash Collateral Account that are not applied to the Obligations as a reserve to be applied to any Obligations regardless of whether such Obligations are then due and payable.

(e) Returns. Provided no Event of Default has occurred and is continuing, if any Account Debtor returns any Inventory to Borrower, Borrower shall promptly (i) determine the reason for such return, (ii) issue a credit memorandum to the Account Debtor in the appropriate amount, and (iii) provide a copy of such credit memorandum to Bank, upon request from Bank. In the event any attempted return occurs after the occurrence and during the continuance of any Event of Default, Borrower shall hold the returned Inventory in trust for Bank, and immediately notify Bank of the return of the Inventory.

(f) Verifications; Confirmations; Credit Quality; Notifications. Bank may, from time to time, (i) verify and confirm directly with the respective Account Debtors the validity, amount and other matters relating to the Accounts, either in the name of Borrower or Bank or such other name as Bank may choose, and notify any Account Debtor of Bank's security interest in such Account and/or (ii) conduct a credit check of any Account Debtor to approve any such Account Debtor's credit.

(g) No Liability. Bank shall not be responsible or liable for any shortage or discrepancy in, damage to, or loss or destruction of, any goods, the sale or other disposition of which gives rise to an Account, or for any error, act, omission, or delay of any kind occurring in the settlement, failure to settle, collection or failure to collect any Account, or for settling any Account in good faith for less than the full amount thereof, nor shall Bank be deemed to be responsible for any of Borrower's obligations under any contract or agreement giving rise to an Account. Nothing herein shall, however, relieve Bank from liability for its own gross negligence or willful misconduct.

**6.4 Remittance of Proceeds.** Except as otherwise provided in Section 6.3(c), deliver, in kind, all proceeds arising from the disposition of any Collateral to Bank in the original form in which received by Borrower not later than the following Business Day after receipt by



Borrower, to be applied to the Obligations (a) prior to an Event of Default, pursuant to the terms of Section 6.3(c) hereof, and (b) after the occurrence and during the continuance of an Event of Default, pursuant to the terms of Section 9.4 hereof; provided that, if no Event of Default has occurred and is continuing, Borrower shall not be obligated to remit to Bank the proceeds of the sale of worn out or obsolete Equipment disposed of by Borrower in good faith in an arm's length transaction for an aggregate purchase price of Fifty Thousand Dollars (\$50,000) or less (for all such transactions in any fiscal year). Except as otherwise provided in this Agreement, Borrower agrees that it will not commingle proceeds of Collateral with any of Borrower's other funds or property, but will hold such proceeds separate and apart from such other funds and property and in an express trust for Bank. Nothing in this Section 6.4 limits the restrictions on disposition of Collateral set forth elsewhere in this Agreement.

**6.5 Taxes; Pensions.** Timely file, and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower and each of its Subsidiaries, except for deferred payment of any taxes contested or otherwise permitted pursuant to the terms of Section 5.9 hereof, and shall deliver to Bank, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

**6.6 Access to Collateral; Books and Records.** At reasonable times, on one (1) Business Day's notice (provided no notice is required if an Event of Default has occurred and is continuing), Bank, or its agents, shall have the right to inspect the Collateral and the right to audit and copy Borrower's Books. The foregoing inspections and audits shall be conducted no more often than once every twelve (12) months (or more frequently as Bank in its sole discretion determines that conditions warrant) unless an Event of Default has occurred and is continuing in which case such inspections and audits shall occur as often as Bank shall determine is necessary. The foregoing inspections and audits shall be conducted at such Borrower's expense and the charge therefor shall be One Thousand Dollars (\$1,000) per person per day (or such higher amount as shall represent Bank's then-current standard charge for the same), plus reasonable out-of-pocket expenses. In the event a Borrower and Bank schedule an audit more than eight (8) days in advance, and such Borrower cancels or seeks to or reschedules the audit with less than eight (8) days written notice to Bank, then (without limiting any of Bank's rights or remedies) Borrower shall pay Bank a fee of Two Thousand Dollars (\$2,000) plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling.

**6.7 Insurance.**

(a) Keep its business and the Collateral insured for risks and in amounts standard for companies in Borrower's industry and location and as Bank may reasonably request. Insurance policies shall be in a form, with financially sound and reputable insurance companies that are not Affiliates of Borrower, and in amounts that are satisfactory to Bank. All property policies shall have a lender's loss payable endorsement showing Bank as lender loss payee. All liability policies shall show, or have endorsements showing, Bank as an additional insured. Bank shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral.

(b) Ensure that proceeds payable under any property policy are, at Bank's option, payable to Bank on account of the Obligations.

(c) At Bank's request, Borrower shall deliver certified copies of insurance policies and evidence of all premium payments. Each provider of any such insurance required under this Section 6.7 shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to Bank, that it will give Bank thirty (30) days prior written notice before any such policy or policies shall be materially altered or canceled. If Borrower fails to obtain insurance as required under this Section 6.7 or to pay any amount or furnish any

required proof of payment to third persons and Bank, Bank may make all or part of such payment or obtain such insurance policies required in this Section 6.7, and take any action under the policies Bank deems prudent.

**6.8 Accounts.**

(a) Maintain its and all of its Subsidiaries' operating and other deposit accounts and excess cash with Bank and Bank's Affiliates. Any Guarantor shall maintain all depository, operating and securities/investment accounts with Bank and Bank's Affiliates.

(b) In addition, Borrower shall obtain any business credit card, Letters of Credit, and cash management services exclusively from Bank.



(c) In addition to and without limiting the restrictions in (a), Borrower shall provide Bank five (5) days prior written notice before establishing any Collateral Account at or with any bank or financial institution other than Bank or Bank's Affiliates. For each Collateral Account that Borrower at any time maintains, Borrower shall cause the applicable bank or financial institution (other than Bank) at or with which any Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Bank's Lien in such Collateral Account in accordance with the terms hereunder which Control Agreement may not be terminated without the prior written consent of Bank. The provisions of the previous sentence shall not apply to deposit accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees and identified to Bank by Borrower as such.

**6.9 Adjusted Quick Ratio.** Maintain at all times, tested as of the last day of each month, a ratio of (a) Quick Assets to (b) the sum of (i) Current Liabilities minus (ii) the current portion of Deferred Revenue, of at least 1.15 to 1.0.

**6.10 Protection of Intellectual Property Rights.**

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Bank in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

(b) Provide written notice to Bank within thirty (30) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public). Borrower shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank's rights and remedies under this Agreement and the other Loan Documents.

**6.11 Litigation Cooperation.** From the date hereof and continuing through the termination of this Agreement, make available to Bank, without expense to Bank, Borrower and its officers, employees and agents and Borrower's books and records, to the extent that Bank may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against Bank with respect to any Collateral or relating to Borrower.

**6.12 Online Banking.**

(a) Utilize Bank's online banking platform for all matters requested by Bank which shall include, without limitation (and without request by Bank for the following matters), uploading information pertaining to Accounts and Account Debtors, requesting approval for exceptions, requesting Credit Extensions, and uploading financial statements and other reports required to be delivered by this Agreement (including, without limitation, those described in Section 6.2 of this Agreement).

(b) Comply with the terms of the "Banking Terms and Conditions" and ensure that all persons utilizing the online banking platform are duly authorized to do so by an Administrator. Bank shall be entitled to assume the authenticity, accuracy and completeness on any information, instruction or request for a Credit Extension submitted via the online banking platform and to further assume that any submissions or requests made via the online banking platform have been duly authorized by an Administrator.

**6.13 Formation or Acquisition of Subsidiaries.** Notwithstanding and without limiting the negative covenants contained in Sections 7.3 and 7.7 hereof, at the time that Borrower or any Guarantor forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Effective Date (including, without limitation, pursuant to a Division), Borrower and such Guarantor shall (a) cause such new Subsidiary to provide to Bank a joinder to this Agreement to become a co-borrower hereunder or a Guaranty to become a Guarantor hereunder, together with such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), substantially as described on Exhibit A hereto; (b) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance satisfactory to Bank; and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.13 shall be a Loan Document.



**6.14 Further Assurances.** Execute any further instruments and take further action as Bank reasonably requests to perfect or continue Bank's Lien in the Collateral or to effect the purposes of this Agreement. Deliver to Bank, within five (5) days after the same are sent or received, copies of all correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could reasonably be expected to have a material effect on any of

the Governmental Approvals or otherwise on the operations of Borrower or any of its Subsidiaries.

## **7. NEGATIVE COVENANTS**

Borrower shall not do any of the following without Bank's prior written consent:

**7.1 Dispositions.** Convey, sell, lease, transfer, assign, or otherwise dispose of (including, without limitation, pursuant to a Division) (collectively, "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn-out or obsolete Equipment that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the ordinary course of business of Borrower; (c) consisting of Permitted Liens and Permitted Investments; (d) consisting of the sale or issuance of any stock of Borrower permitted under Section 7.2 of this Agreement; (e) consisting of Borrower's use or transfer of money or Cash Equivalents in the ordinary course of its business for the payment of ordinary course business expenses in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents; and (f) of non-exclusive licenses for the use of the property of Borrower or its Subsidiaries in the ordinary course of business and licenses that could not result in a legal transfer of title of the licensed property but that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States.

**7.2 Changes in Business, Management, Control, or Business Locations.** (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower and such Subsidiary, as applicable, or reasonably related thereto; (b) liquidate or dissolve; (c) fail to provide notice to Bank of any Key Person departing from or ceasing to be employed by Borrower within five (5) days after his or her departure from Borrower; or (d) permit or suffer any Change in Control.

Borrower shall not, without at least thirty (30) days prior written notice to Bank: (1) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Ten Thousand Dollars (\$10,000) in Borrower's assets or property) or deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Ten Thousand Dollars (\$10,000) to a bailee at a location other than to a bailee and at a location already disclosed in the Perfection Certificate, (2) change its jurisdiction of organization, (3) change its organizational structure or type, (4) change its legal name, or (5) change any organizational number (if any) assigned by its jurisdiction of organization. If Borrower intends to deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Ten Thousand Dollars (\$10,000) to a bailee, and Bank and such bailee are not already parties to a bailee agreement governing both the Collateral and the location to which Borrower intends to deliver the Collateral, then Borrower will first receive the written consent of Bank, and such bailee shall execute and deliver a bailee agreement in form and substance satisfactory to Bank.

**7.3 Mergers, Amalgamations, or Acquisitions.** Merge, amalgamate, or consolidate, or permit any of its Subsidiaries to merge, amalgamate, or consolidate, with any other Person, or

acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person (including, without limitation, by the formation of any Subsidiary or pursuant to a Division). A Subsidiary may merge or consolidate into another Subsidiary or into Borrower.

**7.4 Indebtedness.** Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

**7.5 Encumbrance.** Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, permit any Collateral not to be subject to the first priority security interest granted herein, or enter into any agreement, document, instrument or other arrangement (except with or in favor of Bank) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower or any Subsidiary from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or any Subsidiary's Intellectual Property, except in each case as is otherwise permitted in Section 7.1 hereof and the definition of "Permitted Liens" herein.

**7.6 Maintenance of Collateral Accounts.** Maintain any Collateral Account except pursuant to the terms of Section 6.8(c) hereof.



**7.7 Distributions; Investments.** (a) Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock, provided that Borrower may (i) convert any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof, (ii) pay dividends solely in common stock; and (iii) repurchase the stock of former employees or consultants pursuant to stock repurchase agreements so long as an Event of Default does not exist at the time of any such repurchase and would not exist after giving effect to any such repurchase, provided that the aggregate amount of all such repurchases does not exceed Fifty Thousand Dollars (\$50,000) per fiscal year; or (b) directly or indirectly make any Investment (including, without limitation, by the formation of any Subsidiary) other than Permitted Investments, or permit any of its Subsidiaries to do so.

**7.8 Transactions with Affiliates.** Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower, except for (a) transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person, (b) transactions that are described in clauses (f), (g), and (h) of the definition of Permitted Investments, and (c) equity financings and unsecured debt financings from Borrower's investors so long as all such Indebtedness is Subordinated Debt.

**7.9 Subordinated Debt.** (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof, provide for earlier or greater principal, interest, or other payments thereon, or adversely affect the subordination thereof to Obligations owed to Bank.

**7.10 Compliance.** Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to (a) meet the minimum funding requirements of ERISA, (b) prevent a Reportable Event or Prohibited Transaction as defined in ERISA, or (c) comply with the Federal Labor Standards Act and the Canada Labour Code, the failure of any of the conditions in clauses (a) through (c) which could reasonably be expected to have a material adverse effect on Borrower's business, or violate any other law or regulation, if the violation could reasonably be expected to have a materials adverse effect on Borrower's business or permit any Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation, the Pension Benefit Guarantee Fund established under the Pension Benefits Act (Ontario) (or equivalent provincial legislation in another Province in Canada) or their respective successors or any other governmental agency.

## **8. EVENTS OF DEFAULT**

Any one of the following shall constitute an event of default (an "Event of Default") under this Agreement:

**8.1 Payment Default.** Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the Revolving Line Maturity Date or the Growth Capital Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);

### **8.2 Covenant Default.**

(a) Borrower fails or neglects to perform any obligation in Sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.12, 6.13, or 6.14 or violates any covenant in Section 7; or

(b) Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions



shall be made during such cure period). Cure periods provided under this section shall not apply, among other things, to financial covenants or any other covenants set forth in clause (a) above;

**8.3 Material Adverse Change.** A Material Adverse Change occurs;

**8.4 Attachment; Levy; Restraint on Business.**

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or of any entity under the control of Borrower (including a Subsidiary), or (ii) a notice of lien or levy is filed against any of Borrower's assets by any Governmental Authority, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any ten (10) day cure period; or

(b) (i) any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower from conducting all or any material part of its business;

**8.5 Insolvency.** (a) Borrower or any of its Subsidiaries is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) Borrower or any of its Subsidiaries begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Borrower or any of its Subsidiaries and is not dismissed or stayed within thirty (30) days (but no Credit Extensions shall be made while any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed);

**8.6 Other Agreements.** There is, under any agreement to which Borrower or any Guarantor is a party with a third party or parties, (a) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of Fifty Thousand Dollars (\$50,000); or (b) any breach or default by Borrower or Guarantor, the result of which could have a material adverse effect on Borrower's or any Guarantor's business;

**8.7 Judgments; Penalties.** One or more fines, penalties or final judgments, orders or decrees for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars (\$50,000) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against Borrower by any Governmental Authority, and the same are not, within ten (10) days after the entry, assessment or issuance thereof, discharged, satisfied, or paid, or after execution thereof, stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay (provided that no Credit Extensions will be made prior to the satisfaction, payment, discharge, stay, or bonding of such fine, penalty, judgment, order or decree);

**8.8 Misrepresentations.** Borrower or any Person acting for Borrower makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Bank or to induce Bank to enter this Agreement or any Loan

Document, and such representation, warranty, or other statement is incorrect in any material respect when made;

**8.9 Subordinated Debt.** Any document, instrument, or agreement evidencing any Subordinated Debt shall for any reason be revoked or invalidated or otherwise cease to be in full force and effect, any Person shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations shall for any reason be subordinated or shall not have the priority contemplated by this Agreement or any applicable subordination or intercreditor agreement;

**8.10 Governmental Approvals.** Any Governmental Approval shall have been (a) revoked, rescinded, suspended, modified in an adverse manner or not renewed in the ordinary course for a full term or (b) subject to any decision by a Governmental Authority that designates a hearing with respect to any applications for renewal of any of such Governmental Approval or that could result in the Governmental Authority taking any of the actions described in clause (a) above, and such decision or such revocation, rescission, suspension, modification or non-renewal (i) causes, or could reasonably be expected to cause, a Material Adverse Change, or (ii) adversely affects the legal qualifications of Borrower or any of its Subsidiaries to hold such Governmental Approval in any applicable jurisdiction and such revocation, rescission, suspension, modification or non-renewal could reasonably be expected to affect the status of or legal qualifications of Borrower or any of its Subsidiaries to hold any Governmental Approval in any other jurisdiction.

## **9. BANK'S RIGHTS AND REMEDIES**



**9.1 Rights and Remedies.** Upon the occurrence and during the continuance of an Event of Default, Bank may, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank);

(b) stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) demand that Borrower (i) deposit cash with Bank in an amount equal to at least (A) one hundred five percent (105.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in Dollars or Canadian Dollars remaining undrawn, and (B) one hundred ten percent (110.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in another Foreign Currency remaining undrawn (plus, in each case, all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment)), to secure all of the Obligations relating to such Letters of Credit, as collateral security for the repayment of any future drawings under such Letters of Credit, and Borrower shall forthwith deposit and pay such amounts, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any Letters of Credit;

(d) terminate any FX Contracts;

(e) verify the amount of, demand payment of and performance under, and collect any Accounts and General Intangibles, settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Bank considers advisable, and notify any Person owing Borrower money of Bank's security interest in such funds. Borrower shall collect all payments in trust for Bank and, if requested by Bank, immediately deliver the payments to Bank in the form received from the Account Debtor, with proper endorsements for deposit;

(f) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Bank requests and make it available as Bank designates. Bank may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Bank a license to enter and occupy any of its premises, without charge, to exercise any of Bank's rights or remedies;

(g) apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) any amount held by Bank owing to or for the credit or the account of Borrower;

(h) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Bank is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section 9.1, Borrower's rights under all licenses and all franchise agreements inure to Bank's benefit;

(i) place a "hold" on any account maintained with Bank and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(j) demand and receive possession of Borrower's Books;

(k) obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral;

(l) appoint in writing a receiver or receiver and manager (a "**Receiver**") for all or any part of the Collateral who shall be vested with all of the Bank's rights and remedies under this Agreement, at law or in equity. Any such Receiver, with respect to responsibility for its acts, shall, to the extent permitted by applicable law, be deemed the agent of Borrower and not the Bank;

(m) obtain from any court of competent jurisdiction an order for the appointment of a Receiver of Borrower or of any or all of the Collateral;

(n) realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, on such terms and



conditions as the Bank may deem advisable and at such prices as it may deem best; and

(o) exercise all rights and remedies available to Bank under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

**9.2 Power of Attorney.** Borrower hereby irrevocably appoints Bank as its lawful attorney-in-fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's name on any checks, payment instruments, or other forms of payment or security; (b) sign Borrower's name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) demand, collect, sue, and give releases to any Account Debtor for monies due, settle and adjust disputes and claims about the Accounts directly with Account Debtors, and compromise, prosecute, or defend any action, claim, case, or proceeding about any Collateral (including filing a claim or voting a claim in any bankruptcy case in Bank's or Borrower's name, as Bank chooses), in each case for amounts and on terms Bank determines are reasonable; (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, or other claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Bank or a third party as the Code permits. Borrower hereby appoints Bank as its lawful attorney-in-fact to sign Borrower's name on any documents necessary to perfect or continue the perfection of Bank's security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations have been satisfied in full and the Loan Documents have been terminated. Bank's foregoing appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed and the Loan Documents have been terminated.

**9.3 Protective Payments.** If Borrower fails to obtain the insurance called for by Section 6.7 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document or which may be required to preserve the Collateral, Bank may obtain such insurance or make such payment, and all amounts so paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Bank will make reasonable efforts to provide Borrower with notice of Bank obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Bank are deemed an agreement to make similar payments in the future or Bank's waiver of any Event of Default.

**9.4 Application of Payments and Proceeds.** Bank shall have the right to apply any funds in its possession, whether from Borrower account balances, payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the

Obligations, in each case in the order set forth in this Agreement pursuant to the terms applicable at such time. Bank shall pay any surplus to Borrower by credit to the Designated Deposit Account or to other Persons legally entitled thereto; Borrower shall remain liable to Bank for any deficiency. If Bank, directly or indirectly, enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Bank shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Bank of cash therefor.

**9.5 Bank's Liability for Collateral.** So long as Bank complies with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Bank, Bank shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.

**9.6 No Waiver; Remedies Cumulative.** Bank's failure, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Bank thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Bank's rights and remedies under this Agreement and the other Loan Documents are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank's exercise of one right or remedy is not an election and shall not preclude Bank from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Bank's waiver of any Event of Default is not a continuing waiver. Bank's delay in exercising any remedy is not a waiver, election, or acquiescence.

**9.7 Demand Waiver.** Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.



**9.8 Co-Borrower Liability.** Any Borrower may, acting singly, request Credit Extensions hereunder. Each Borrower hereby appoints each other as agent for the other for all purposes hereunder, including with respect to requesting Credit Extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Credit Extensions made hereunder, regardless of which Borrower actually receives said Credit Extension, as if each Borrower hereunder directly received all Credit Extensions. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, including, without limitation, the benefit of California Civil Code Section 2815 permitting revocation as to future transactions and the benefit of California Civil Code Sections 1432, 2809, 2810, 2819, 2839, 2845, 2847, 2848, 2849, 2850, and 2899 and 3433, and (b) any right to require Bank to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by

judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Bank under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section 9.8 shall be null and void. If any payment is made to a Borrower in contravention of this Section 9.8, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured.

## **10. NOTICES**

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Bank or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: WEAVE COMMUNICATIONS, INC., on behalf of Borrower  
2000 West Ashton Boulevard, Suite 100  
Lehi, UT 84043  
Attn: Brandon Rodman, CEO  
Fax: [PERSONAL INFORMATION OMITTED]  
Email: [PERSONAL INFORMATION OMITTED]

If to Bank: SILICON VALLEY BANK  
1200 17th Street, Suite 1600  
Denver, CO 80202  
Attn: Jordan Rigberg II, Vice President  
Email: [PERSONAL INFORMATION OMITTED]

## **11. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE**

Except as otherwise expressly provided in any of the Loan Documents, California law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Bank. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such



summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

**NO DOCUMENT SHALL BE DEEMED DELIVERED TO BANK UNTIL RECEIVED AND ACCEPTED BY BANK AT ITS OFFICES IN THE STATE OF CALIFORNIA. UNDER NO CIRCUMSTANCES SHALL THIS AGREEMENT TAKE EFFECT UNTIL EXECUTED AND ACCEPTED BY BANK AT SAID OFFICES.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

This Section 11 shall survive the termination of this Agreement.

## **12. GENERAL PROVISIONS**

**12.1 Termination Prior to Revolving Line Maturity Date or Growth Capital Maturity Date; Survival.** All covenants, representations and warranties made in this Agreement shall continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the Revolving Line Maturity Date or the Growth Capital Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

**12.2 Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof).



**12.3 Indemnification.** Borrower agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Bank (each, an “**Indemnified Person**”) harmless against: (i) all obligations, demands, claims, and liabilities (collectively, “**Claims**”) claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (ii) all losses or expenses (including Bank Expenses) in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or arising from transactions between Bank and Borrower (including reasonable attorneys’ fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person’s gross negligence or willful misconduct.

This Section 12.3 shall survive until all statutes of limitation with respect to the Claims, losses, and expenses for which indemnity is given shall have run.

**12.4 Time of Essence.** Time is of the essence for the performance of all Obligations in this Agreement.

**12.5 Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

**12.6 Correction of Loan Documents.** Bank may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties.

**12.7 Amendments in Writing; Waiver; Integration.** No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Documents merge into the Loan Documents.

**12.8 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

**12.9 Confidentiality.** In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank’s Subsidiaries or Affiliates (such Subsidiaries and Affiliates, together with Bank, collectively, “**Bank Entities**”); (b) to prospective transferees or purchasers of any interest in the Credit Extensions (provided, however, Bank shall use its best

efforts to obtain any prospective transferee’s or purchaser’s agreement to the terms of this provision); (c) as required by law, regulation, subpoena, or other order; (d) to Bank’s regulators or as otherwise required in connection with Bank’s examination or audit; (e) as Bank considers appropriate in exercising remedies under the Loan Documents; and (f) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information does not include information that is either: (i) in the public domain or in Bank’s possession when disclosed to Bank, or becomes part of the public domain (other than as a result of its disclosure by Bank in violation of this Agreement) after disclosure to Bank; or (ii) disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

Bank Entities may use anonymous forms of confidential information for aggregate datasets, for analyses or reporting, and for any other uses not expressly prohibited in writing by Borrower. The provisions of the immediately preceding sentence shall survive the termination of this Agreement.

**12.10 Attorneys’ Fees, Costs and Expenses.** In any action or proceeding between Borrower and Bank arising out of or relating to the Loan Documents, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

**12.11 Electronic Execution of Documents.** The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may



be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

**12.12 Right of Setoff.** Borrower hereby grants to Bank a Lien and a right of setoff as security for all Obligations to Bank, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Bank or any entity under the control of Bank (including a subsidiary of Bank) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Bank may setoff the same or any part thereof and apply the same to any liability or Obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

**12.13 Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**12.14 Construction of Agreement.** The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

**12.15 Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

**12.16 Third Parties.** Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

**12.17 Effect of Amendment and Restatement.** Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

**12.18 Waiver.** Bank hereby waives the Events of Default (as such term is defined in the Original Agreement) arising under the Original Agreement caused by Borrower's failure to (i) timely pay all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower, pursuant to Section 5.9 of the Original Agreement, (ii) obtain Bank's written consent prior to incurring Indebtedness, other than Permitted Indebtedness, pursuant to Section 7.4 of the Original Agreement, and (iii) obtain Bank's written consent prior to incurring Liens, other than Permitted Liens, pursuant to Section 7.5 of the Original Agreement, and agrees not to file any legal action or institute or enforce any rights and remedies it may have against Borrower with respect thereto. Hereinafter, Borrower shall be in compliance with all provisions of this Agreement. Bank's agreement to waive such defaults (a) in no way shall be deemed an agreement by Bank to waive Borrower's compliance with this Agreement as of any future date, and (b) shall not limit or impair the Bank's right to demand strict performance of this Agreement.

### **13. DEFINITIONS**

**13.1 Definitions.** As used in the Loan Documents, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

**"Account"** is, as to any Person, any "account" of such Person as "account" is defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to such Person.

**"Account Debtor"** is any "account debtor" as defined in the Code with such additions to such term as may hereafter be made.

**"Administrator"** is an individual that is named:



(a) as an “Administrator” in the “SVB Online Services” form completed by Borrower with the authority to determine who will be authorized to use SVB Online Services (as defined in the “Banking Terms and Conditions”) on behalf of Borrower; and

(b) as an Authorized Signer of Borrower in an approval by the Board.

“Advance” or “Advances” means a revolving credit loan (or revolving credit loans) under the Revolving Line.

“Affiliate” is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person’s senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person’s managers and members. For purposes of the definition of Eligible Accounts, Affiliate shall include a Specified Affiliate.

“Agreement” is defined in the preamble hereof.

“Authorized Signer” is any individual listed in Borrower’s Borrowing Resolution who is authorized to execute the Loan Documents, including making (and executing if applicable) any Credit Extension request, on behalf of Borrower.

“Availability Amount” is (a) the lesser of (i) the Revolving Line or (ii) the Borrowing Base minus (b) the outstanding principal balance of any Advances.

The following definitions are utilized in calculating and determining the Availability Amount: “Advance Rate” is the product of three (3) multiplied by the Retention Percentage. The Advance Rate shall be calculated by Bank based on information provided by Borrower and acceptable to Bank, in its sole discretion.

“Annualized Churn Rate” is, as of any date of determination, the percentage obtained by dividing (i) MRR attributable to Lost Customer Accounts, measured on an average trailing three (3) month basis by (ii) total MRR for such month, multiplied by twelve (12).

“Borrowing Base” means MRR multiplied by the Advance Rate.

“Eligible Customer Accounts” means Accounts invoiced by Borrower generated from expected receipt of MRR that (i) meet all of Borrower’s representations and warranties described in Section 5.3 and (ii) are or may be due and owing from Account Debtors deemed acceptable to Bank in its sole but reasonable discretion; provided that Bank reserves the right at any time and from time to time to exclude and/or remove any Account from the definition of Eligible Customer Accounts, in its sole, reasonable discretion.

“Existing Customer Accounts” are, on any date of determination, all Eligible Customer Accounts of Borrower generated from expected receipt of MRR which arise in the ordinary course of Borrower’s business.

“Lost Customer Accounts” are, as of any date of determination, as applicable, the total gross number of Existing Customer Accounts that were lost, cancelled or not renewed in the period ended as of such date of determination.

“MRR” is the trailing one (1) month recognized revenue of Borrower received from software license subscription fees (including for the avoidance of doubt monthly overage billings and reserved instances), in each case determined in accordance with GAAP and specifically excluding revenue or accounts receivable based on (i) sales of inventory, goods, or equipment, (ii) transaction revenue not received in the ordinary course of business, (iii) sales of services not in the ordinary course of business (except that this clause is not intended to exclude Borrower’s revenue from the sale of premium services and/or support), (iv) revenue received due to one-time, non-recurring transactions, installation and/or set-up fees, and (v) add-on purchases by Borrower’s existing customers not resulting in a continuing stream of revenue.

“Retention Percentage” is, as of any date of determination, one hundred percent (100.0%) minus the Annualized Churn Rate.

“Bank” is defined in the preamble hereof.

“Bank Entities” is defined in Section 12.9 hereof.

“Bank Expenses” are all audit fees and expenses, costs, and expenses (including reasonable attorneys’ fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to Borrower or any Guarantor.



**"Bank Services"** are any products, credit services, and/or financial accommodations previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Bank or any Bank Affiliate, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services as any such products or services may be identified in Bank's various agreements related thereto (each, a **"Bank Services Agreement"**).

**"Bank Services Agreement"** is defined in the definition of Bank Services.

**"Board"** is Borrower's board of directors.

**"Borrower"** is defined in the preamble hereof.

**"Borrower's Books"** are all Borrower's books and records including ledgers, federal and state tax returns, records regarding Borrower's assets or liabilities, the Collateral, business

operations or financial condition, and all computer programs or storage or any equipment containing such information.

**"Borrowing Base Statement"** is that certain report of the value of certain Collateral in the form specified by Bank to Borrower from time to time.

**"Borrowing Resolutions"** are, with respect to any Person, those resolutions adopted by such Person's board of directors (and, if required under the terms of such Person's Operating Documents, stockholders) and delivered by such Person to Bank approving the Loan Documents to which such Person is a party and the transactions contemplated thereby, together with a certificate executed by its secretary on behalf of such Person certifying (a) such Person has the authority to execute, deliver, and perform its obligations under each of the Loan Documents to which it is a party, (b) that set forth as a part of or attached as an exhibit to such certificate is a true, correct, and complete copy of the resolutions then in full force and effect authorizing and ratifying the execution, delivery, and performance by such Person of the Loan Documents to which it is a party, (c) the name(s) of the Person(s) authorized to execute the Loan Documents, including making (and executing if applicable) any Credit Extension request, on behalf of such Person, together with a sample of the true signature(s) of such Person(s), and (d) that Bank may conclusively rely on such certificate unless and until such Person shall have delivered to Bank a further certificate canceling or amending such prior certificate.

**"Business Day"** is any day that is not a Saturday, Sunday or a day on which Bank is closed.

**"Canadian Borrower"** is defined in the recitals hereof.

**"Cash Equivalents"** means (a) marketable direct obligations issued or unconditionally guaranteed by (i) the United States or any agency or any State thereof or (ii) Canada or any agency or Province thereof, having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Ratings Group or Moody's Investors Service, Inc. or DBRS; (c) Bank's certificates of deposit issued maturing no more than one (1) year after issue; and (d) money market funds at least ninety-five percent (95%) of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

**"Change in Control"** means (a) at any time, any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of twenty-five percent (25%) or more of the ordinary voting power for the election of directors of Borrower (determined on a fully diluted basis) other than by the sale of Borrower's equity securities in a public offering or to venture capital or private equity investors so long as Borrower identifies to Bank the venture capital or private equity investors at least seven (7) Business Days prior to the closing of the transaction and provides to Bank a description of the material terms of the transaction; (b) during any period of twelve (12) consecutive months, a majority of the members of the board

of directors or other equivalent governing body of Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent



governing body; or (c) at any time, Borrower shall cease to own and control, of record and beneficially, directly or indirectly, one hundred percent (100.0%) of each class of outstanding capital stock of each subsidiary of Borrower free and clear of all Liens (except Liens created by this Agreement).

**"Claims"** is defined in Section 12.3 hereof.

**"Code"** is (a) with respect to any assets located in the United States, the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of California; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of California, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions, and (b) with respect to any assets located in Canada, the PPSA; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the PPSA or equivalent legislation in effect in a provincial jurisdiction other than British Columbia, the term "Code" shall mean the PPSA or equivalent legislation as enacted and in effect in such other province solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

**"Collateral"** is any and all properties, rights and assets of Borrower described on Exhibit A.

**"Collateral Account"** is any Deposit Account, Securities Account, or Commodity Account.

**"Commodity Account"** is any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

**"Compliance Statement"** is that certain certificate in the form attached hereto as Exhibit B.

**"Contingent Obligation"** is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

**"Control Agreement"** is any control agreement entered into among the depository institution at which Borrower maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower maintains a Securities Account or a Commodity Account, Borrower, and Bank pursuant to which Bank obtains control (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

**"Copyrights"** are any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

**"Credit Extension"** is any Advance, the Growth Capital Advance, any Overadvance, Letter of Credit or any other extension of credit by Bank for Borrower's benefit.

**"Currency"** is coined money and such other banknotes or other paper money as are authorized by law and circulate as a medium of exchange.

**"Current Liabilities"** are all obligations and liabilities of Borrower to Bank, plus, without duplication, the aggregate amount of Borrower's Total Liabilities that mature within one (1) year.

**"Default Rate"** is defined in Section 2.5(b) hereof.

**"Deferred Revenue"** is all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.



**"Deposit Account"** is any **"deposit account"** as defined in the Code with such additions to such term as may hereafter be made.

**"Designated Deposit Account"** is the account number ending [BANK ACCOUNT INFORMATION OMITTED] maintained by Borrower with Bank.

**"Division"** means, in reference to any Person which is an entity, the division of such Person into two (2) or more separate Persons, with the dividing Person either continuing or terminating its existence as part of such division, including, without limitation, as contemplated under Section 18-217 of the Delaware Limited Liability Company Act for limited liability companies formed under Delaware law, or any analogous action taken pursuant to any other applicable law with respect to any corporation, limited liability company, partnership or other entity.

**"Dollars," "dollars"** or use of the sign **"\$"** means only lawful money of the United States and not any other currency, regardless of whether that currency uses the **"\$"** sign to denote its currency or may be readily converted into lawful money of the United States.

**"Dollar Equivalent"** is, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in a Foreign Currency, the equivalent amount therefor in Dollars as determined by Bank at such time on the basis of the then-prevailing rate of exchange in San Francisco, California, for sales of the Foreign Currency for transfer to the country issuing such Foreign Currency.

**"Effective Date"** is defined in the preamble hereof.

**"Equipment"** is all **"equipment"** as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

**"ERISA"** is the Employee Retirement Income Security Act of 1974, and its regulations.

**"Event of Default"** is defined in Section 8 hereof.

**"Exchange Act"** is the Securities Exchange Act of 1934, as amended.

**"Financial Statement Repository"** is each of (a) Bank's e-mail address specified in Section 10 or such other means of collecting information approved and designated by Bank after providing notice thereof to Borrower from time to time and (b) Bank's online banking platform as described in Section 6.12.

**"Foreign Currency"** means lawful money of a country other than the United States.

**"Funding Date"** is any date on which a Credit Extension is made to or for the account of Borrower which shall be a Business Day.

**"FX Contract"** is any foreign exchange contract by and between Borrower and Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency on a specified date.

**"GAAP"** is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board

or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination which could include Canadian accounting standards for private enterprises.

**"General Intangibles"** is all **"general intangibles"** as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

**"Governmental Approval"** is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

**"Governmental Authority"** is any nation or government, any state, federal, province, or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or



administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

**"Growth Capital Advance(s)"** is defined in Section 2.3(a) hereof.

**"Growth Capital Line"** is an aggregate principal amount equal to Seven Thousand Dollars (\$7,000,000).

**"Growth Capital Maturity Date"** is March 1, 2024.

**"Guarantor"** is any Person providing a Guaranty in favor of Bank.

**"Guaranty"** is any guarantee of all or any part of the Obligations, as the same may from time to time be amended, restated, modified or otherwise supplemented.

**"Indebtedness"** is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

**"Indemnified Person"** is defined in Section 12.3 hereof.

**"Initial Audit"** is Bank's initial inspection after the Effective Date of Borrower's Accounts, the Collateral, and Borrower's Books, with results satisfactory to Bank in its sole and absolute discretion.

**"Initial Growth Capital Advance"** is defined in Section 2.3(a).

**"Insolvency Proceeding"** is any proceeding by or against any Person under the United States Bankruptcy Code, the Companies Creditors Arrangement Act (Canada), the Bankruptcy and Insolvency Act (Canada), or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

**"Intellectual Property"** means, with respect to any Person, all of such Person's right, title, and interest in and to the following:

- (a) its Copyrights, Trademarks and Patents;
- (b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;
- (c) any and all source code;
- (d) any and all design rights which may be available to such Person;
- (e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- (f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

**"Interest-Only Period"** is the period of time from the Effective Date through September 30, 2021.

**"Inventory"** is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

**"Investment"** is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

**"Judgment Currency"** is defined in Section 12.3 hereof.

**"Key Person"** is each of Borrower's (a) President, who is Brandon Rodman, as of the Effective Date, and (b) Secretary, who is Jared Rodman, as of the Effective Date.



**"Letter of Credit"** is a standby or commercial letter of credit issued by Bank upon request of Borrower based upon an application, guarantee, indemnity, or similar agreement.

**"Lien"** is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

**"Loan Documents"** are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower or any Guarantor, and any other present or future agreement by Borrower and/or any Guarantor with or for the benefit of Bank, all as amended, restated, or otherwise modified.

**"Material Adverse Change"** is (a) a material impairment in the perfection or priority of Bank's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; (c) a material impairment of the prospect of repayment of any portion of the Obligations; or (d) Bank determines, based upon information available to it and in its reasonable judgment, that there is a reasonable likelihood that Borrower shall fail to comply with one or more of the financial covenants in Section 6 during the next succeeding financial reporting period.

**"Monthly Financial Statements"** is defined in Section 6.2(c) hereof.

**"Obligations"** are Borrower's obligations to pay when due any debts, principal, interest, fees, Bank Expenses, the Prepayment Fee and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents (other than the Warrant), or otherwise, including, without limitation, all obligations relating to Bank Services and interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower's duties under the Loan Documents (other than the Warrant).

**"Operating Documents"** are, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

**"Original Agreement"** is defined in the Recitals hereof.

**"Overadvance"** is defined in Section 2.4 hereof.

**"Patents"** means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

**"Payment/Advance Form"** is that certain form attached hereto as Exhibit C.

**"Payment Date"** is (a) with respect to the Growth Capital Advance, the first (1st) calendar day of each month and (b) with respect to Advances, the last calendar day of each month.

**"Perfection Certificate"** is defined in Section 5.1 hereof.

**"Permitted Indebtedness"** is:

- (a) Borrower's Indebtedness to Bank under this Agreement and the other Loan Documents;
- (b) Indebtedness existing on the Effective Date and shown on the Perfection Certificate;
- (c) Subordinated Debt;
- (d) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;
- (e) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;



(f) Indebtedness secured by Liens permitted under clauses (a) and (c) of the definition of "Permitted Liens" hereunder; and

(g) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (f) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.

**"Permitted Investments" are:**

(a) Investments (including, without limitation, Subsidiaries) existing on the Effective Date and shown on the Perfection Certificate;

(b) Investments consisting of Cash Equivalents;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower's business;

(d) Investments consisting of deposit accounts in which Bank has a perfected security interest;

(e) Investments accepted in connection with Transfers permitted by Section 7.1;

(f) Investments consisting of the creation of a Subsidiary for the purpose of consummating a merger transaction permitted by Section 7.3 of this Agreement, which is otherwise a Permitted Investment;

(g) Investments (i) by Borrower in Subsidiaries not to exceed Fifty Thousand Dollars (\$50,000) in the aggregate in any fiscal year and (ii) by Subsidiaries in other Subsidiaries not to exceed Fifty Thousand Dollars (\$50,000) in the aggregate in any fiscal year or in Borrower;

(h) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower's Board of Directors;

(i) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; and

(j) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (i) shall not apply to Investments of Borrower in any Subsidiary.

**"Permitted Liens" are:**

(a) Liens existing on the Effective Date and shown on the Perfection Certificate or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment securing no more than Fifteen Million Dollars (\$15,000,000) in the aggregate amount outstanding, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;



(e) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);

(f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase;

(g) leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Bank a security interest therein;

(h) non-exclusive license of Intellectual Property granted to third parties in the ordinary course of business, and licenses of Intellectual Property that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States; and

(i) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default under Sections 8.4 and 8.7.

**"Person"** is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

**"PPSA"** means the Personal Property Security Act (British Columbia) as amended and as may be further amended and in effect from time to time.

**"Prepayment Fee"** means a fee due upon prepayment (whether voluntary or otherwise) of the Growth Capital Advances equal to (i) two percent (2.00%) of the outstanding principal balance of the Growth Capital Advances if such prepayment occurs prior to the first (1st) anniversary of the Effective Date, (ii) one percent (1.00%) of the outstanding principal balance of the Growth Capital Advances if such prepayment occurs on or after the first (1st) anniversary of the Effective Date, but prior to the second (2nd) anniversary of the Effective Date, or (iii) zero percent (0.00%) of the outstanding principal balance of the Growth Capital Advances if such prepayment occurs on the second (2nd) anniversary of the Effective Date or at any time thereafter.

**"Prime Rate"** is the rate of interest per annum from time to time published in the money rates section of The Wall Street Journal or any successor publication thereto as the "prime rate" then in effect; provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement; and provided further that if such rate of interest, as set forth from time to time in the money rates section of The Wall Street Journal, becomes unavailable for any reason as determined by Bank, the "Prime Rate" shall mean the rate of interest per annum announced by Bank as its prime rate in effect at its principal office in the State of California (such Bank announced Prime Rate not being intended to be the lowest rate of interest charged by Bank in connection with extensions of credit to debtors); provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

**"Quick Assets"** is, on any date, Borrower's unrestricted and unencumbered cash maintained with Bank, plus net billed payment processor accounts receivable.

**"Receiver"** is defined in Section 9.1(l).

**"Registered Organization"** is any "registered organization" as defined in the Code with such additions to such term as may hereafter be made.

**"Requirement of Law"** is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

**"Reserves"** means, as of any date of determination, such amounts as Bank may from time to time establish and revise in its good faith business judgment, reducing the amount of Advances and other financial accommodations which would otherwise be available to Borrower (a) to reflect events, conditions, contingencies or risks which, as determined by Bank in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in



delinquencies of Accounts), (ii) the assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Bank in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Bank's reasonable belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Bank is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Bank determines constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

**"Responsible Officer"** is any of the Chief Executive Officer, President, Chief Financial Officer and Controller of Borrower.

**"Restricted License"** is any material license or other agreement with respect to which Borrower is the licensee (a) that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property, or

(b) for which a default under or termination of could interfere with Bank's right to sell any Collateral.

**"Revolving Line"** is an aggregate principal amount equal to Ten Million Dollars (\$10,000,000).

**"Revolving Line Maturity Date"** is October 9, 2021.

**"SEC"** shall mean the Securities and Exchange Commission, any successor thereto, and any analogous Governmental Authority.

**"Securities Account"** is any **"securities account"** as defined in the Code with such additions to such term as may hereafter be made.

**"Specified Affiliate"** is any Person (a) more than ten percent (10%) of whose aggregate issued and outstanding equity or ownership securities or interests, voting, non-voting or both, are owned or held directly or indirectly, beneficially or of record, by Borrower, and/or (ii) whose equity or ownership securities or interests representing more than ten percent (10%) of such Person's total outstanding combined voting power are owned or held directly or indirectly, beneficially or of record, by Borrower.

**"Subordinated Debt"** is indebtedness incurred by Borrower subordinated to all of Borrower's now or hereafter indebtedness to Bank (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Bank entered into between Bank and the other creditor), on terms acceptable to Bank.

**"Subsidiary"** is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower or Guarantor.

**"Supplemental Growth Capital Advance"** is defined in Section 2.3(a).

**"Total Liabilities"** is on any day, obligations that should, under GAAP, be classified as liabilities on Borrower's consolidated balance sheet, including all Indebtedness.

**"Trademarks"** means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

**"Transfer"** is defined in Section 7.1 hereof.

**"US Borrower"** is defined in the recitals hereof.

**"Warrant"** means, collectively, those certain Warrants to Purchase Stock between Bank and Borrower dated on or about (i) September 18, 2014, (ii) October 13, 2015, (iii) March 14, 2016, and (iv) any date theretofore or thereafter, as amended, modified, supplemented and/or restated from time to time.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.



**BORROWER:**

**WEAVE COMMUNICATIONS, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**WEAVE COMMUNICATIONS CANADA, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**BANK:**

**SILICON VALLEY BANK**

By: /s/ Jordan Rigberg

Name: Jordan Rigberg

Title: Vice President II

***[Signature Page to Second Amended and Restated Loan and Security Agreement]***

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**EXHIBIT A**

**Collateral Description**

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**EXHIBIT B**

**Compliance Statement**



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**Schedule 1 to Compliance Statement**

**Financial Covenant of Borrower**

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**EXHIBIT C**

**Loan Payment/Advance Request Form**

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**FIRST AMENDMENT TO**  
**SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Second Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of January 25, 2021, by and among SILICON VALLEY BANK, a California corporation ("Bank"), WEAVE COMMUNICATIONS, INC., a Delaware corporation ("US Borrower"), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia ("Canadian Borrower" and together with US Borrower, each individually and collectively, jointly and severally, "Borrower").

**Recitals**

**A.** Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement").

**B.** Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

**C.** Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.



## Agreement

**Now, Therefore,** in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.
2. **Amendments to Loan Agreement.**

**2.1 Section 6.3 (Accounts Receivable).** Sections 6.3(c) and 6.3(d) of the Loan Agreement hereby are amended and restated in their entirety to read as follows:

“(c) **Collection of Accounts.** Borrower shall direct Account Debtors to deliver or transmit all proceeds of Accounts into the Designated Deposit Account. Whether or not an Event of Default has occurred and is continuing, Borrower shall immediately deliver all payments on and proceeds of Accounts to the Designated Deposit Account. Borrower hereby authorizes Bank to transfer to the Designated Deposit Account any amounts that Bank reasonably determines are proceeds of the Accounts (provided that Bank is under no obligation to do so and this allowance shall in no event relieve Borrower of its obligations hereunder).

(d) **Reserves.** Notwithstanding any terms in this Agreement to the contrary, at times when an Event of Default exists, Bank may hold any proceeds of the Accounts and any amounts in the Designated Deposit Account that are not applied to the Obligations as a reserve to be applied to any Obligations regardless of whether such Obligations are then due and payable.”

### 3. **Limitation of Amendments.**

**3.1** The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

**4.1** Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

**4.2** Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

**4.3** The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;



**4.4** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

**4.5** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

**4.6** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**4.7** This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**5. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**6. Effectiveness.** This Amendment shall be deemed effective upon the due execution and delivery to Bank of this Amendment by each party hereto.

**[Balance of Page Intentionally Left Blank]**

**In Witness Whereof**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BORROWER:**

**WEAVE COMMUNICATIONS, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**WEAVE COMMUNICATIONS CANADA, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**BANK:**

**SILICON VALLEY BANK**

By: /s/ Jordan Rigberg

Name: Jordan Rigberg

Title: Vice President II



## SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This **SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "**Amendment**") is entered into as of August 4, 2021, by and among SILICON VALLEY BANK, a California corporation ("**Bank**"), WEAVE COMMUNICATIONS, INC., a Delaware corporation ("**US Borrower**"), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia ("**Canadian Borrower**") and together with US Borrower, each individually and collectively, jointly and severally, "**Borrower**").

### Recitals

- A.** Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020, as amended by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 25, 2021 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").
- B.** Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.
- C.** Borrower has requested that Bank amend the Loan Agreement to (i) extend additional credit to Borrower, (ii) extend the maturity date of the revolving line of credit, (iii) refinance the growth capital advances owing from Borrower to Bank, (iv) revise the financial covenants, and (v) make certain other revisions to the Loan Agreement as more specifically set forth herein.
- D.** Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

### Agreement

**Now, Therefore,** in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

- 1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.
- 2. Amendments to Loan Agreement.**

**2.1 Section 2.3 (Growth Capital Advances).** Section 2.3 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"2.3 Intentionally Omitted."**



**2.2 Section 2.5 (Payment of Interest on the Credit Extensions).** Section 2.5(a) of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

"(a) **Interest Rate.** Subject to Section 2.5(b), the principal amount outstanding under the Revolving Line shall accrue interest a floating per annum rate equal to the greater of (i) one quarter of one percentage point (0.25%) above the Prime Rate, or (ii) three and one half percentage points (3.50%), which interest shall, in each case, be payable monthly in accordance with Section 2.5(d) below."

**2.3 Section 2.6 (Fees).** Section 2.6 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"2.6 Fees and Expenses.** Borrower shall pay to Bank:

(a) **Revolving Line Commitment Fee.** A fully-earned, non-refundable commitment fee of One Hundred Twenty-Five Thousand Dollars (\$125,000), on the Second Amendment Effective Date (the "**Commitment Fee**");

(b) **Anniversary Fee.** An anniversary fee equal to One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "**Anniversary Fee**"), which is due and payable on the earlier to occur of (i) each anniversary of the Effective Date, (ii) the termination of this Agreement, or (iii) the occurrence of an Event of Default, and shall be fully earned and non-refundable as of such date;

(c) **Unused Revolving Line Facility Fee.** Payable quarterly in arrears on the last calendar day of each calendar quarter occurring prior to the Revolving Line Maturity Date, and on the Revolving Line Maturity Date, a fee (the "**Unused Revolving Line Facility Fee**") in an amount equal to fifteen hundredths of one percent (0.15%) per annum of the average unused portion of the Revolving Line, as determined by Bank, computed on the basis of a year with the applicable number of days as set forth in Section 2.5(d), which shall be fully earned and non-refundable as of such date. The unused portion of the Revolving Line, for purposes of this calculation, shall be calculated on a calendar year basis and shall equal the difference between (i) the Revolving Line, and (ii) the average for the period of the daily closing balance of the Revolving Line outstanding. Notwithstanding the foregoing, during any calendar quarter when the outstanding principal amount of Advances made by Bank to Borrower is greater than or equal to Ten Million Dollars (\$10,000,000) at all times during such calendar quarter (as determined by Bank), Bank shall waive the Unused Revolving Line Facility Fee for that calendar month only.;

**2.4 Section 3.2 (Conditions Precedent to all Credit Extensions).** Section 3.2 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"3.2 Conditions Precedent to all Credit Extensions.** Bank's obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

(a) timely receipt of the Credit Extension request and any materials and documents required by Section 3.4;

(b) the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the date of the proposed Credit Extension and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(c) Bank determines to its satisfaction that there has not been a Material Adverse Change."

**2.5 Section 3.4 (Procedures for Borrowing).** Section 3.4(b) of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

"(b) **Intentionally Omitted.**"

**2.6 Section 4.4 (Attachment).** The following new Section 4.4 hereby is added to the Loan Agreement to read in its entirety as follows:



**“4.4 Attachment.** Borrower hereby confirms that value has been given by Bank to Borrower, that Borrower has rights in its Collateral existing at the date of this Agreement, and that Borrower and Bank have not agreed to postpone the time for attachment of the security interest to any of the Collateral.”

**2.7 Section 6.8 (Accounts).** Section 6.8 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**“6.8 Accounts.**

(a) Maintain its and all of its Subsidiaries' operating and other deposit accounts and excess cash with Bank and Bank's Affiliates. Any Guarantor shall

maintain all depository, operating and securities/investment accounts with Bank and Bank's Affiliates. Notwithstanding the foregoing, so long as at least ninety percent (90%) of Borrower's cash and Cash Equivalent assets are held in the United States in accounts at Bank and Bank's Affiliates (i) Borrower shall be permitted to maintain its deposit accounts bearing [BANK ACCOUNT INFORMATION OMITTED] located in the Province of Ontario at the Royal Bank of Canada (the **“RBC Accounts”**), and (ii) Weave India shall be permitted to maintain its [BANK ACCOUNT INFORMATION OMITTED] at HSBC (the **“HSBC Account”**). Borrower shall be permitted to obtain its payment processor accounts at 2CP, Stripe and First Data (the **“Payment Processor Accounts”**) so long as all amounts in each such account in excess of One Thousand Dollars (\$1,000) is swept to Borrower's accounts at Bank at least weekly.

(b) In addition, Borrower shall obtain any business credit card, Letters of Credit, and cash management services exclusively from Bank.

(c) In addition to and without limiting the restrictions in (a), Borrower shall provide Bank five (5) days prior written notice before establishing any Collateral Account at or with any bank or financial institution other than Bank or Bank's Affiliates. For each Collateral Account that Borrower at any time maintains, Borrower shall cause the applicable bank or financial institution (other than Bank) at or with which any Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Bank's Lien in such Collateral Account in accordance with the terms hereunder which Control Agreement may not be terminated without the prior written consent of Bank. The provisions of the previous sentence shall not apply to (i) the RBC Accounts, (ii) the HSBC Account, (iii) the Payment Processor Accounts, or (iv) deposit accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees and identified to Bank by Borrower as such.”

**2.8 Section 6.9 (Adjusted Quick Ratio).** Section 6.9 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**“6.9 Financial Covenants.**

(a) Liquidity. During any calendar month during which the sum of Borrower's unrestricted cash and Cash Equivalents at Bank falls below One Hundred Million Dollars (\$100,000,000) (the **“Testing Threshold”**) at any time during such calendar month (each, a **“Testing Month”**), Borrower shall maintain, on a consolidated basis with respect to Borrower and its Subsidiaries, Liquidity equal to or greater than Twenty Million Dollars (\$20,000,000) tested on the last day of the applicable Testing Month; and

(b) Minimum Adjusted EBITDA. During any calendar quarter during which the sum of Borrower's unrestricted cash and Cash Equivalents at Bank falls below the Testing Threshold at any time during such calendar quarter (each, a **“Testing Quarter”**), Borrower shall achieve, on a consolidated basis with respect to Borrower and its Subsidiaries, Adjusted EBITDA tested on the last day of such Testing Quarter, of not less than the amounts set forth in the chart below for the corresponding measuring period:



Period Ending	Minimum Adjusted EBITDA (maximum Adjusted EBITDA loss)	Weave Communications, Inc. Measuring Period
June 30, 2021	(\$17,000,000)	Trailing 6 months
September 30, 2021	(\$24,500,000)	Trailing 9 months
December 31, 2021	(\$32,500,000)	Trailing 12 months

The required minimum Adjusted EBITDA covenant levels for the measuring periods ending after December 31, 2021, shall be set by Bank based on Borrower's projections delivered to Bank in accordance with Section 6.3(f) hereof and acceptable to Bank. The new covenant levels shall be documented in an amendment to this Agreement to be entered into on or prior to March 15, 2022. Borrower's failure to enter into such amendment to this Agreement to reset such covenant levels on or prior to March 15, 2022 shall be an immediate and non-curable Event of Default hereunder."

**2.9 Section 7.11 (Subsidiary Assets).** New Section 7.1 hereby is added to the Loan Agreement to read in its entirety as follows:

**"7.11 Subsidiary Assets.** Permit the aggregate value of all assets held at Borrower's Subsidiaries that are not either co-Borrowers or secured Guarantors hereunder to exceed One Million Dollars (\$1,000,000)."

**2.10 Section 8.1 (Payment Default).** Section 8.1 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"8.1 Payment Default.** Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the Revolving Line Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);"

**2.11 Section 12.1 (Termination Prior to Revolving Line Maturity Date or Growth Capital Maturity Date; Survival).** Section 12.1 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"12.1 Termination Prior to Revolving Line Maturity Date; Survival.** All covenants, representations and warranties made in this Agreement shall continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the Revolving Line Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination."

**2.12 Section 13 (Definitions).** The following defined terms and their respective definitions set forth in Section 13.1 of the Loan Agreement hereby are added or amended and restated in their entirety, as applicable, to read as follows:

**"Adjusted EBITDA"** shall mean (a) Net Income, plus (b) Interest Expense, plus (c) to the extent deducted in the calculation of Net Income, depreciation expense and amortization expense (excluding any amortization expense related to Borrower's phone hardware), plus (d) income tax expense, plus (e) non-cash stock based compensation and other one-time non-cash items approved in advance, in writing by Bank in its sole discretion, plus or minus (f) any change in Borrower's Deferred Revenue.

**"Advance Rate"** is the product of four (4) multiplied by the Retention Percentage. The Advance Rate shall be calculated by Bank based on information provided by Borrower and acceptable to Bank, in its sole discretion.

**"Anniversary Fee"** is defined in Section 2.6(b) hereof.

**"Commitment Fee"** is defined in Section 2.6(a) hereof.

**"Credit Extension"** is any Advance, any Overadvance, Letter of Credit or any other extension of credit by Bank for Borrower's benefit.



**"Interest Expense"** means for any fiscal period, interest expense (whether cash or non-cash) determined in accordance with GAAP for the relevant period ending on such date, including, in any event, interest expense with respect to any Credit Extension and other Indebtedness of Borrower and its Subsidiaries, including, without limitation or duplication, all commissions, discounts, or related amortization and other fees and charges with respect to letters of credit and bankers' acceptance financing and the net costs associated with interest rate swap, cap, and similar arrangements, and the interest portion of any deferred payment obligation (including leases of all types).

**"Liquidity"** is, at any time, the sum of (a) the aggregate amount of unrestricted and unencumbered cash and Cash Equivalents held at such time by Borrower in Deposit Accounts or Securities Accounts maintained with Bank or its Affiliates, and (b) the Availability Amount.

**"Net Income"** means, as calculated on a consolidated basis for Borrower and its Subsidiaries for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower and its Subsidiaries for such period taken as a single accounting period.

**"Obligations"** are Borrower's obligations to pay when due any debts, principal, interest, fees, Bank Expenses, the Commitment Fee, the Anniversary Fee, the Unused Revolving Line Facility Fee and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents (other than the Warrant), or otherwise, including, without limitation, all obligations relating to Bank Services and interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower's duties under the Loan Documents (other than the Warrant).

**"Payment Date"** is the last calendar day of each month.

**"Revolving Line"** is an aggregate principal amount equal to Fifty Million Dollars (\$50,000,000).

**"Revolving Line Maturity Date"** is August 4, 2023.

**"Second Amendment Effective Date"** means August 4, 2021.

**"Testing Month"** is defined in Section 6.9(a) hereof.

**"Testing Quarter"** is defined in Section 6.9(b) hereof.

**"Testing Threshold"** is defined in Section 6.9(a) hereof.

**"Unused Revolving Line Facility Fee"** is defined in Section 2.6(c) hereof.

**"Weave India"** means Borrower's wholly owned Subsidiary Weave Communications India Private Limited, a company organized under the laws of The Republic of India.

**2.13 Section 13.1 (Definitions).** Subsections (c) and (g) of the defined term "Permitted Liens" hereby are amended and restated in their entirety to read as follows:

"(c) purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment securing no more than Twenty- Five Million Dollars (\$25,000,000) in the aggregate amount outstanding, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(g) Investments by Borrower in Subsidiaries in an annual amount not to exceed (i) the amount necessary to fund payroll, operating expenses, and transfer pricing requirements incurred in the ordinary course of such Subsidiary's business and consistent with past practices (including, for the avoidance of doubt, pursuant to "cost plus" or other transfer pricing arrangements approved in advance, in writing, by Bank), less (ii) any cash revenue received by such Subsidiary during such calendar year;"

**2.14 Section 13.1 (Definitions).** The following defined terms and their respective definitions set forth in Section 13.1 of the Loan Agreement hereby are deleted in their entirety:

**"Growth Capital Advance(s)", "Growth Capital Line", "Growth Capital Maturity Date", "Initial Growth Capital Advance", "Payment/Advance Form", "Prepayment Fee", "Supplemental Growth Capital Advance"**



**2.15** Exhibit B to the Loan Agreement hereby is replaced with Exhibit B attached hereto.

**2.16** Exhibit C to the Loan Agreement hereby is deleted.

**3. Limitation of Amendments.**

**3.1** The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

**4.1** Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

**4.2** Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

**4.3** The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

**4.4** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

**4.5** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

**4.6** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**4.7** This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**5. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**6. Effectiveness.** This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of (i) this Amendment by each party hereto, and (ii) an updated corporate borrowing certificate from each Borrower in the form attached hereto, (b) Borrower's repayment in full of all Growth Capital Advances owing from Borrower to Bank as defined in the Loan Agreement prior to the date hereof, and (c) Borrower's payment of (i) the Commitment Fee in the amount of One Hundred Twenty-Five Thousand Dollars, and (ii) all Bank Expenses incurred on or prior to the Second Amendment Effective Date, each of which may be debited from Borrower's accounts at Bank.



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

**BORROWER:**

**WEAVE COMMUNICATIONS, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**WEAVE COMMUNICATIONS CANADA, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**BANK:**

**SILICON VALLEY BANK**

By: /s/ Soren Peterson

Name: Soren Peterson

Title: Vice President

[Signature Page to Second Amendment to Second Amended and Restated Loan and Security Agreement]

**EXHIBIT B**

**Compliance Statement**



## **Schedule 1 to Compliance Statement**

### **Financial Covenant of Borrower**

#### **THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This **THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “**Amendment**”) is entered into as of March 15, 2022, by and among SILICON VALLEY BANK, a California corporation (“**Bank**”), WEAVE COMMUNICATIONS, INC., a Delaware corporation (“**US Borrower**”), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia (“**Canadian Borrower**” and together with US Borrower, each individually and collectively, jointly and severally, “**Borrower**”).

#### **Recitals**

Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020, as amended by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 25, 2021, and as further amended by that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 4, 2021 (as the same may from time to time be further amended, modified, supplemented or restated, the “**Loan Agreement**”).

Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

Borrower has requested that Bank amend the Loan Agreement to (i) revise the Minimum Adjusted EBITDA financial covenants, (ii) updated certain reporting requirements, and (iii) make certain other revisions to the Loan Agreement as more specifically set forth herein.

Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

#### **Agreement**

**Now, Therefore**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

#### **Amendments to Loan Agreement.**

**Section 6.2(Financial Statements, Reports, Certificates).** Sub-sections (a) through (e) of the Loan agreement are amended and restated in their entirety to read as follows:

“(a) a Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower’s Accounts), including, without limitation, details of Borrower’s recurring revenue, including, without



limitation, total MRR and the Annualized Churn Rate, (i) with each request for an Advance, (ii) quarterly within forty-five (45) days of each quarter end, and (iii) monthly, within 30 days of the end of each calendar month at all times when the sum of Borrower's unrestricted cash and Cash Equivalents held at Bank is below the Testing Threshold;

(b) reserved;

(c) as soon as available, but no later than (i) forty-five (45) days after the last day of the first three calendar quarters of each fiscal year, and (ii) ninety (90) days after the last day of the last fiscal quarter of each fiscal year, a company-prepared consolidated and consolidating (if applicable) balance sheet, cash flow statement, and income statement covering Borrower's and each of its Subsidiary's operations for such calendar quarter in a form acceptable to Bank (the "Quarterly Financial Statements");

(d) (i) together with the Quarterly Financial Statements, and (ii) within thirty (30) days after the last day of each month (other than the month which is also a fiscal quarter end), a duly completed Compliance Certificate signed by a Responsible Officer, certifying that as of the end of such quarter or month, as applicable, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request, including, without limitation, a statement that at the end of such month or quarter, as applicable, there were no held checks;

(e) within forty-five (45) days after the end of each quarter, a report in a form acceptable to Bank, detailing Borrower's total MRR, Annualized Churn Rate, Existing Customer Accounts, CAC and LTV;"

**Section 6.9 (Financial Covenants).** Section 6.9(b) of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

"(b) **Minimum Adjusted EBITDA.** During any calendar quarter during which the sum of Borrower's unrestricted cash and Cash Equivalents at Bank falls below the Testing Threshold at any time during such calendar quarter (each, a "Testing Quarter"), Borrower shall achieve, on a consolidated basis with respect to Borrower and its Subsidiaries, Adjusted EBITDA tested on the last day of such Testing Quarter, of not less than the amounts set forth in the chart below for the corresponding measuring period:

<b>Dated: November 8, 2023</b> <b>Period Ending</b>	<b>By:</b>  <b>Minimum Adjusted EBITDA</b> <b>(maximum Adjusted EBITDA loss)</b>	<b>/s/ Brett White</b> <b>Measuring Period</b>
March 31, 2022	(\$38,000,000)	Trailing 12 months
June 30, 2022	(\$40,500,000)	Trailing 12 months
September 30, 2022	(\$38,000,000)	Trailing 12 months
December 31, 2022	(\$32,500,000)	Trailing 12 months

The required minimum Adjusted EBITDA covenant levels for the measuring periods ending after December 31, 2022, shall be set by Bank based on Borrower's projections delivered to Bank in accordance with Section 6.3(f) hereof and acceptable to Bank. The new covenant levels shall be documented in an amendment to this Agreement to be entered into on or prior to March 15, 2023. Borrower's failure to enter into such amendment to this Agreement to reset such covenant levels on or prior to March 15, 2023 shall be an immediate and non-curable Event of Default hereunder."

**Section 13 (Definitions).** The following defined terms and their respective definitions set forth in Section 13.1 of the Loan Agreement hereby are added or amended and restated in their entirety, as applicable, to read as follows:



**“Adjusted EBITDA”** shall mean (a) Net Income, plus (b) Interest Expense, plus (c) to the extent deducted in the calculation of Net Income, depreciation expense and amortization expense (excluding any amortization expense related to Borrower’s phone hardware), plus (d) income tax expense, plus (e) non-cash stock based compensation, plus (f) other one-time non-cash items approved in advance, in writing by Bank in its sole discretion, plus or minus (f) any change in Borrower’s Deferred Revenue, minus (g) capitalized software expenses.

Exhibit B to the Loan Agreement hereby is replaced with Exhibit B attached hereto.

#### **Limitation of Amendments.**

The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.

**Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**Effectiveness.** This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, and (b) Borrower’s payment of all Bank Expenses incurred on or prior to the date hereof, each of which may be debited from Borrower’s accounts at Bank.



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In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

Brett White

BORROWER:

WEAVE COMMUNICATIONS, INC.

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

Chief Executive Officer and Director

(Principal Executive Officer)

WEAVE COMMUNICATIONS CANADA, INC.

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: /s/ Soren Peterson

Name: Soren Peterson

Title: Vice President

[Signature Page to Third Amendment to Second Amended and Restated Loan and Security Agreement]

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EXHIBIT B

Compliance Statement



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## **Schedule 1 to Compliance Statement**

### **Financial Covenant of Borrower**

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#### **FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This **FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “**Amendment**”) is entered into as of June 1, 2022, by and among SILICON VALLEY BANK, a California corporation (“**Bank**”), WEAVE COMMUNICATIONS, INC., a Delaware corporation (“**US Borrower**”), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia (“**Canadian Borrower**” and together with US Borrower, each individually and collectively, jointly and severally, “**Borrower**”).

#### **Recitals**

Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020, as amended by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 25, 2021, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 4, 2021 and that certain Third Amendment to Second Amended and Restated Loan and Security Agreement dated as of March 15, 2022 (as the same may from time to time be further amended, modified, supplemented or restated, the “**Loan Agreement**”).

Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

Borrower has requested that Bank amend the Loan Agreement to (i) revise the Annualized Churn Rate calculation and related definitions, and (ii) make certain other revisions to the Loan Agreement as more specifically set forth herein.

Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

#### **Agreement**

**Now, Therefore**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

#### **Amendments to Loan Agreement.**

**Section 13 (Definitions).** The following defined terms and their respective definitions set forth in Section 13.1 of the Loan Agreement hereby are added or amended and restated in their entirety, as applicable, to read as follows:



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**"Annualized Churn Rate"** is, as of any date of determination, the percentage obtained by multiplying (a) the Churn Rate (measured on an average trailing three (3) month basis) by (b) twelve (12).

**"Churn Rate"** is, as of any date of determination, the percentage obtained by dividing (a) the number of Lost Customer Accounts that were lost during the trailing thirty (30) day period immediately preceding the applicable measuring date, by (b) the number of Existing Customer Accounts as of the first day of the applicable trailing thirty (30) day measuring period.

**Limitation of Amendments.**

The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any



contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**Effectiveness.** This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, and (b) Borrower's payment of all Bank Expenses incurred on or prior to the date hereof, each of which may be debited from Borrower's accounts at Bank.

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**In Witness Whereof,** the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



**BORROWER:**

**WEAVE COMMUNICATIONS, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**WEAVE COMMUNICATIONS CANADA, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**BANK:**

**SILICON VALLEY BANK**

By: /s/ Soren Peterson

Name: Soren Peterson

Title: Director

*[Signature Page to Fourth Amendment to Second Amended and Restated Loan and Security Agreement]*

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**FIFTH AMENDMENT TO  
SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This **FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “**Amendment**”) is entered into as of April 13, 2023, by and among SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“**Bank**”), WEAVE COMMUNICATIONS, INC., a Delaware corporation (“**US Borrower**”), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia (“**Canadian Borrower**” and together with US Borrower, each individually and collectively, jointly and severally, “**Borrower**”).

**Recitals**

Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020 (as the same may from time to time be further amended, modified, supplemented or restated, including, without limitation, by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 25, 2021, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 4, 2021, that certain Third Amendment to



Second Amended and Restated Loan and Security Agreement dated as of March 15, 2022, and that certain Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of June 1, 2022, collectively, the “**Loan Agreement**”).

Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more specifically set forth herein.

Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

### **Agreement**

**Now, Therefore**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

### **Amendments to Loan Agreement.**

**Section 2.6 (Fees and Expenses).** Section 2.6(b) of the Loan Agreement hereby is amended and restated in its entirety and replaced with the following:

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“(b) **Anniversary Fee.** An anniversary fee equal to One Hundred Twenty-Five Thousand Dollars (\$125,000) (the “**Anniversary Fee**”), which is due and payable on the earlier to occur of (i) each anniversary of the Second Amendment Effective Date, (ii) the termination of this Agreement, or (iii) the occurrence of an Event of Default, and shall be fully earned and non-refundable as of such date;”

**Section 6.9 (Financial Covenants).** Section 6.9(b) of the Loan Agreement hereby is amended and restated in its entirety and replaced with the following:

“(b)**Minimum Adjusted EBITDA.** During any calendar quarter during which the sum of Borrower’s unrestricted cash and Cash Equivalents at Bank falls below the Testing Threshold at any time during such calendar quarter (each, a “**Testing Quarter**”), Borrower shall achieve, on a consolidated basis with respect to Borrower and its Subsidiaries, Adjusted EBITDA tested on the last day of such Testing Quarter, of not less than the amounts set forth in the chart below for the corresponding measuring period:

<b>Period Ending</b>	<b>Minimum Adjusted EBITDA (maximum Adjusted EBITDA loss)</b>	<b>Measuring Period</b>
March 31, 2023	(\$28,000,000)	Trailing 12 months
June 30, 2023	(\$24,000,000)	Trailing 12 months
September 30, 2023	(\$20,000,000)	Trailing 12 months
December 31, 2023	(\$20,000,000)	Trailing 12 months

The required minimum Adjusted EBITDA covenant levels for the measuring periods ending after December 31, 2023, shall be set by Bank based on Borrower’s projections delivered to Bank in accordance with Section 6.3(f) hereof and acceptable to Bank. The new covenant levels shall be documented in an amendment to this Agreement to be entered into on or prior to March



15, 2024. Borrower's failure to enter into such amendment to this Agreement to reset such covenant levels on or prior to March 15, 2024 shall be an immediate and non-curable Event of Default hereunder."

**Section 13 (Definitions).** The following defined term and its respective definition set forth in Section 13.1 of the Loan Agreement hereby is amended and restated in its entirety to read as follows:

**"Revolving Line Maturity Date"** is August 4, 2025.

2

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Exhibit B (Compliance Statement), including Schedule 1, set forth in the Loan Agreement hereby is replaced with Exhibit B attached hereto.

**Waiver of Default.** Borrower acknowledges it is currently in default of Section 8.2 of the Loan Agreement for failing to enter into an amendment to the Loan Agreement to reset the minimum Adjusted EBITDA covenant levels on or prior to the March 15, 2023, pursuant to and in accordance with Section 6.9(b) of the Loan Agreement (as in effect prior to the date hereof) (the **"Existing Default"**), and has requested that Bank waive its rights and remedies against Borrower, limited specifically to the Existing Default. Borrower hereby acknowledges and Bank hereby waives the Existing Default.

**Limitation of Amendment.**

This Amendment is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do

3



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not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**Prior Agreement.** The Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of all security or other collateral granted to Bank, and confirms that the indebtedness secured thereby includes, without limitation, the Obligations. This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. In the event of any conflict or inconsistency between this Amendment and the terms of such documents, the terms of this Amendment shall be controlling, but such document shall not otherwise be affected or the rights therein impaired.

**Integration.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

**Expenses.** Borrower shall pay to Bank all of Bank Expenses due and owing as of the date hereof, which may be debited from any of Borrower's accounts at Bank.

**Effectiveness.** This Amendment shall be deemed effective upon the due execution and delivery to Bank of this Amendment by each party hereto.

**Miscellaneous.**

This Amendment shall constitute a Loan Document under the Loan Agreement; the failure to comply with the covenants contained herein shall constitute an Event of Default

4

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under the Loan Agreement; and all obligations included in this Amendment (including, without limitation, all obligations for the payment of principal, interest, fees, and other amounts and expenses) shall constitute obligations under the Loan Agreement and secured by the Collateral.



Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

The Loan Documents are hereby amended wherever necessary to reflect the changes described above.

This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

**[Balance of Page Intentionally Left Blank]**

5

**In Witness Whereof**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BORROWER:**

**WEAVE COMMUNICATIONS, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**WEAVE COMMUNICATIONS CANADA, INC.**

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

**BANK:**

**FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By: /s/ Soren Peterson

Name: Soren Peterson

Title: Director

**[Signature Page to Fifth Amendment to Second Amended and Restated Loan and Security Agreement]**



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## **EXHIBIT B**

### **Compliance Statement**

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#### **Schedule 1 to Compliance Statement**

##### **Financial Covenant of Borrower**

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### **SIXTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This **SIXTH AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "**Amendment**") is entered into as of March 26, 2024, by and among SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company ("**Bank**"), WEAVE COMMUNICATIONS, INC., a Delaware corporation ("**US Borrower**"), and WEAVE COMMUNICATIONS CANADA, INC., a corporation organized under the laws of the Province of British Columbia ("**Canadian Borrower**" and together with US Borrower, each individually and collectively, jointly and severally, "**Borrower**").

#### **Recitals**

**A.** Bank and Borrower have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 9, 2020 (as the same may from time to time be further amended, modified, supplemented or restated, including, without limitation, by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 25, 2021, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 4, 2021, that certain Third Amendment to Second Amended and Restated Loan and Security Agreement dated as of March 15, 2022, that certain Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of June 1, 2022, and that certain Fifth Amendment to Second Amended and Restated Loan and Security Agreement dated as of April 13, 2023, collectively, the "**Loan Agreement**").

**B.** Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.



C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more specifically set forth herein.

D. Bank has agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

Agreement

Now, Therefore, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 6.8 (Accounts). Section 6.8(a) of the Loan Agreement hereby is amended and restated in its entirety and replaced with the following:

“(a) Maintain account balances in Borrower’s, any of its Subsidiaries’, and any Guarantor’s operating accounts and depository accounts at or through Bank representing at least seventy-five (75.0%) of the Dollar Equivalent value of all deposit account balances of Borrower, such Subsidiary and such Guarantor at all financial institutions. Notwithstanding the foregoing, so long as at least seventy-five (75.0%) of the Dollar Equivalent value of Borrower’s cash and Cash Equivalent assets are held in the United States in accounts at Bank and Bank’s Affiliates (i) Borrower shall be permitted to maintain its deposit accounts bearing account nos. xxxx472, and xxxx611 located in the Province of Ontario at the Royal Bank of Canada (the “RBC Accounts”), and (ii) Weave India shall be permitted to maintain its account no. xxxxxxxx9001 at HSBC (the “HSBC Account”). Borrower shall be permitted to obtain its payment processor accounts at 2CP, Stripe and First Data (the “Payment Processor Accounts”) so long as all amounts in each such account in excess of One Thousand Dollars (\$1,000) are swept to Borrower’s accounts at Bank at least weekly.”

2.2 Section 6.9 (Financial Covenants). Section 6.9(b) of the Loan Agreement hereby is amended and restated in its entirety and replaced with the following:

“(b)Minimum Adjusted EBITDA. During any calendar quarter during which the sum of Borrower’s unrestricted cash and Cash Equivalents at Bank falls below the Testing Threshold at any time during such calendar quarter (each, a “Testing Quarter”), Borrower shall achieve, on a consolidated basis with respect to Borrower and its Subsidiaries, Adjusted EBITDA tested on the last day of such Testing Quarter, of not less than the amounts set forth in the chart below for the corresponding measuring period:

<b>Dated: November 8, 2023</b> <b>Period Ending</b>	<b>By:</b> <b>Minimum Adjusted EBITDA</b> <b>(maximum Adjusted EBITDA loss)</b>	<b>/s/ Alan Taylor</b> <b>Measuring</b> <b>Period</b>
March 31, 2024	(\$20,000,000)	Trailing 12 months
June 30, 2024	(\$20,000,000)	Trailing 12 months
September 30, 2024	(\$20,000,000)	Trailing 12 months
December 31, 2024	(\$20,000,000)	Trailing 12 months



The required minimum Adjusted EBITDA covenant levels for the measuring periods ending after December 31, 2024, shall be set by Bank based on Borrower's projections delivered to Bank in accordance with Section 6.3(f) hereof and acceptable to Bank. The new covenant levels shall be documented in an amendment to this Agreement to be entered into on or prior to March 15, 2025. Borrower's failure to enter into such amendment to this Agreement to reset such covenant levels on or prior to March 15, 2025 shall be an immediate and non-curable Event of Default hereunder."

**2.3 Exhibit B** (Compliance Statement), including Schedule 1, set forth in the Loan Agreement hereby is replaced with **Exhibit B** attached hereto.

### **3. Limitation of Amendment.**

**3.1** This Amendment is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

**4.1** Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

**4.2** Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

**4.3** The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

**4.4** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

**4.5** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

**4.6** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**4.7** This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

**5. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**6. Ratification of Perfection Certificate.** Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in a certain Perfection Certificate dated on or prior to the Effective Date and acknowledges, confirms and agrees that the disclosures and information Borrower provided to Bank in such Perfection Certificate have not changed, as of the date hereof.



**7. Extension/Waiver.** Bank hereby acknowledges that effective as of the date hereof, Bank and Borrower are resetting the covenant set forth in Section 6.9 of the Loan Agreement and, for the avoidance of doubt, to the extent that such covenant was not timely reset in accordance with the terms of the Loan Agreement and such failure would have resulted in a default under the Loan Agreement as in effect prior to the date hereof, any such default is hereby deemed waived by Bank.

**8. Prior Agreement.** The Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of all security or other collateral granted to Bank, and confirms that the indebtedness secured thereby includes, without limitation, the Obligations. This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. In the event of any conflict or inconsistency between this Amendment and the terms of such documents, the terms of this Amendment shall be controlling, but such document shall not otherwise be affected or the rights therein impaired.

**9. Integration.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

**10. Expenses.** Borrower shall pay to Bank all of Bank Expenses due and owing as of the date hereof, which may be debited from any of Borrower's accounts at Bank.

**11. Effectiveness.** This Amendment shall be deemed effective upon the due execution and delivery to Bank of this Amendment by each party hereto.

**12. Miscellaneous.**

**12.1** This Amendment shall constitute a Loan Document under the Loan Agreement; the failure to comply with the covenants contained herein shall constitute an Event of Default under the Loan Agreement; and all obligations included in this Amendment (including, without limitation, all obligations for the payment of principal, interest, fees, and

other amounts and expenses) shall constitute obligations under the Loan Agreement and secured by the Collateral.

**12.2** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

**12.3** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**12.4** The Loan Documents are hereby amended wherever necessary to reflect the changes described above.

**12.5** Section 12.11 of the Loan Agreement applies to this Agreement.

**12.6** This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

**[Balance of Page Intentionally Left Blank]**

**In Witness Whereof,** the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



BORROWER:

WEAVE COMMUNICATIONS, INC.

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer

Chief Financial Officer

(Principal

WEAVE COMMUNICATIONS CANADA, INC.

By: /s/ Alan Taylor

Name: Alan Taylor

Title: Chief Financial Officer) Officer

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY

By: /s/ Colton Sterba

Name: Colton Sterba

Title: Vice President

89

[Signature Page to Sixth Amendment to  
Second Amended and Restated Loan and Security Agreement]

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EXHIBIT B

COMPLIANCE STATEMENT

ACTIVE\1607926664.2



## **Schedule 1 to Compliance Statement**

**Exhibit 31.1**

**CERTIFICATION OF CHIEF 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**

I, Brett White, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Weave Communications, Inc. (the "registrant");
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 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 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.



Dated: November 8, 2023 May 9, 2024

/s/ Brett White

Brett White

Chief Executive Officer

Exhibit 31.2

**CERTIFICATION OF CHIEF 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**

I, Alan Taylor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Weave Communications, Inc. (the "registrant");
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 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 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.



Dated: November 8, 2023 May 9, 2024

/s/ Alan Taylor  
Alan Taylor  
Chief Financial Officer

Exhibit 32.1

**CERTIFICATION  
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 accompanying Quarterly Report of Weave Communications, Inc. (the "Company"), on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 (the "Report"), I, Brett White, Chief Executive Officer of the Company, hereby certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002 that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) 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.

Dated: November 8, 2023 May 9, 2024

/s/ Brett White  
Brett White  
Chief Executive Officer

Exhibit 32.2

**CERTIFICATION  
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 accompanying Quarterly Report of Weave Communications, Inc. (the "Company"), on Form 10-Q for the quarter ended September 30, 2023 March 31, 2024 (the "Report"), I, Alan Taylor, Chief Financial Officer of the Company, hereby certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002 that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) 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.



Dated: November 8, 2023 May 9, 2024

/s/ Alan Taylor

Alan Taylor

Chief Financial Officer



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