Court File No. CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Applicant

SUPPLEMENTARY AFFIDAVIT OF RONALD GLIBBERY
(Affirmed July 2, 2020)

REDACTED VERSION

The non-redacted version contains confidential content and is subject to a request for a sealing order

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PERASO TECHNOLOGIES INC.

Applicant

SUPPLEMENTARY AFFIDAVIT OF RONALD GLIBBERY
(Affirmed July 2, 2020)

I, Ronald Glibbery, of the City of Toronto, Ontario **SOLEMNLY AFFIRM AND DECLARE**:

1. I am the founder of Peraso Technologies Inc. ("**Peraso**" or the "**Applicant**"). I am and have been a director of Peraso since it was founded. I was also Peraso's Chief Executive Officer from its founding until approximately February 2018. I assumed the role of Senior Vice President of Corporate Development at Peraso between February 2018 and February 2020, inclusive, and on March 1, 2020, I again became the interim Chief Executive Officer. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated.

2. On June 25, 2020, I affirmed an affidavit (the "**Third Glibbery Affidavit**") that had attached to it at Exhibit "C" a copy of the debtor-in-possession financing agreement (the "**DIP Agreement**") between the Applicant, as borrower, and Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (collectively, the "**DIP Lenders**"), as lenders.

3. On July 2, 2020, the Applicant and the DIP Lenders entered into a revised DIP Agreement. The purpose of revising the DIP Agreement was to, among other things, incorporate suggestions from Ubiquiti Inc.

111971306

Deponent's Initials RG

4. A copy of the revised DIP Agreement is attached hereto and marked as **Exhibit "A"**. A blackline comparing the revised DIP Agreement to the one attached to the Third Glibbery Affidavit is attached hereto and marked as **Exhibit "B"**.

5. The Applicant is seeking to seal the revised DIP Agreement for the same reasons that the Applicant sought to seal the original DIP Agreement attached to the Third Glibbery Affidavit. I explained those reasons in paragraphs 46 and 47 of the Third Glibbery Affidavit.

I confirm that while connected via video technology, Ronald Glibbery showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Ronald Glibbery and verify that the pages are identical.

Affirmed before me by video conference from the City of Toronto, Ontario, to the Community of Eugenia (Grey County), Ontario, on July 2, 2020.

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:
Ronald Glibbery
D41573EF6574469...

RONALD GLIBBERY

Deponent's Initials DS RG

This is
EXHIBIT "A"
referred to in the affidavit of
RONALD GLIBBERY
affirmed on July 2, 2020

DocuSigned by:
Nicholas Cheng
2C12EFAB5242430...

Commissioner for taking affidavits

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

June 25, 2020

WHEREAS:

A. Peraso Technologies Inc. (the "**Borrower**") has requested that Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (collectively, the "**Lenders**") provide it with financing to fund certain of the Borrower's cash requirements during the pendency of its proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced before the Court in accordance with the terms and conditions set out herein.

B. The Lenders have agreed to provide interim financing in order to fund certain obligations of the Borrower in accordance with the terms and conditions set out herein.

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. DEFINED TERMS Unless otherwise defined herein, capitalized words and phrases used in this Debtor-In-Possession Credit Agreement (the "**Agreement**") have the meanings given thereto in Schedule "A".

2. BORROWER: Peraso Technologies Inc., a corporation incorporated under the laws of the Province of Ontario.

3. LENDERS: Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc., as allocated in the proportions set out in Schedule "C".

4. CREDIT FACILITY: A secured non-revolving credit facility (the "**DIP Facility**") in an aggregate amount of [redacted] (as such amount may be reduced from time to time pursuant to Sections 9 or 10 hereof, the "**Facility Amount**"), subject to the terms and conditions contained herein.

5. ADVANCE: The Facility Amount shall be advanced by the Lenders to the Borrower (*pro rata* to their commitments as set out in Schedule "C" hereof) in two tranches as follows:

i) [redacted] (the "**First Advance**"); and

ii) [redacted] (the "**Second Advance**"),

provided that, for each such advance, the Lenders shall have received from the Borrower a drawdown request in the form of Schedule "B" hereto (the "**Drawdown Request**") at least one Business Day prior to the date of the First Advance and the Second Advance, respectively.

6. INTEREST RATE: Interest shall be payable in cash on the aggregate outstanding

Facility Amount under the DIP Facility from the date of advance at a rate equal to 6% *per annum*, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month. Upon the occurrence and during the continuation of an Event of Default, all overdue amounts shall bear interest at the applicable interest rate plus 2% *per annum* payable on demand in arrears in cash.

Interest on the aggregate outstanding Facility Amount will accrue on the basis of a year of three hundred and sixty-five (365) or three hundred and sixty-six (366) days. For the purposes of the *Interest Act* (Canada), the annual rates of interest or fees to which the rates calculated in accordance with this DIP Facility are equivalent to the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by three hundred and sixty-five (365).

If any provision of this Agreement or any ancillary document in connection with this Agreement would obligate the Borrower to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provision, such amount or rate will 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 the Lenders of interest at a criminal rate and any such amounts actually paid by the Borrower in excess of the adjusted amount will be forthwith refunded to the Borrower.

7. MATURITY DATE: The DIP Facility shall be repayable in full on the earlier of:

(a) a demand for repayment in writing having been made by the Lenders upon the occurrence of any Event of Default which is continuing and has not been cured in accordance with the terms of this Agreement;

(b) the date on which the Initial Order expires without being extended or on which the CCAA Proceedings are dismissed or converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(c) the effective date of any confirmed plan of reorganization or arrangement by the CCAA Court;

(d) the sale of all or substantially all of the Collateral; and

(e) [redacted] or such other date as mutually agreed to by the parties to this agreement in writing,

(the earliest of such dates being the "**Maturity Date**"). The Maturity Date may be extended from time to time at the request of the Borrower and with the prior written consent of the Lenders for such period and on such terms and conditions as the Lenders may agree in their sole discretion.

All amounts outstanding or payable under the Agreement, including the principal amount outstanding hereunder, all unpaid accrued interest and all fees and other amounts required to be paid by the Borrower, shall be due and payable in full on the Maturity Date.

8. PERMITTED USE OF PROCEEDS:

The Borrower shall use proceeds of the DIP Facility solely for the following purposes and in the following order:

(a) to pay the reasonable and documented financial advisory fees and expenses and the reasonable and documented legal fees and expenses of (i) the Borrower and (ii) the Monitor (as defined below) (it being acknowledged by the Borrower and the Lenders that those fees and expenses incurred to the date hereof are reasonable);

(b) to pay all of the reasonable and documented fees and expenses (including the fees and expenses of their counsel and advisors) incurred by the Lenders in connection with, relating to or arising from due diligence, negotiation and documentation of this Agreement (including preparation for, and attendance at, the Court from time to time relating to this Agreement) as well as all expenses of the Lenders in connection with the ongoing monitoring, maintenance, interpretation and administration of the DIP Facility and the enforcement of any of rights of the Lenders pursuant to this Agreement; to pay the interest owing to the Lenders under this Agreement; and

(c) to fund the Borrower's (i) working capital and (ii) other general corporate purposes.

For greater certainty, the Borrower may not use the proceeds of the DIP Facility to pay any of its pre-filing obligations without the prior written consent of the Lenders; it being agreed by the Lenders that the Lenders' consent is not required for the Borrower to pay, (i) pre-filing amounts permitted pursuant to the Initial Order, (ii) amounts due to trade creditors in the ordinary course of business, and (iii) Taxes (as defined below), accrued payroll and other ordinary course liabilities.

9. VOLUNTARY PREPAYMENTS:

Subject to the Lenders' Financing in Section 11 below, provided the Monitor is satisfied that the Borrower has sufficient cash reserves to satisfy amounts secured by the Permitted Priority Liens, the Borrower may prepay any amounts outstanding under the DIP Facility at any time prior to the Maturity Date. Any amount repaid may not be reborrowed.

10. MANDATORY REPAYMENTS:

Subject to the Lenders' Financing in Section 11 below, unless otherwise consented to in writing by the Lenders, and provided the Monitor is satisfied that the Borrower has sufficient cash reserves to satisfy amounts secured by the Permitted Priority Liens, the DIP

Facility shall be promptly repaid and the Facility Amount shall be permanently reduced upon (i) the sale of any of the Collateral out of the ordinary course of business (other than any sale of obsolete or worn out equipment or other assets) and consented to in writing by the Lenders, in an amount equal to the net cash proceeds of such sale (for greater certainty, net of transaction fees and applicable Taxes in respect thereof); and (ii) receipt of any insurance proceeds, in an amount equal to such insurance proceeds received. Any amount repaid may not be reborrowed.

Notwithstanding anything to the contrary in this Agreement, the Borrower shall have the right to set-off any amounts owing hereunder to XCOM Labs, Inc. in accordance with the terms of the side letter appended hereto at Schedule “D”. Other than as set out in Schedule “D” all other terms of the terms and conditions of the S&L Agreement (referred to in Schedule “D”) remain unaffected.

11. FINANCING

The Borrower hereby (i) agrees to consider the Lenders as a financing source to participate in any new financing or refinancing of the Borrower that is completed following the date of this Agreement, and (ii) agrees to promptly provide the Lenders with all information and terms pertaining to any financing or refinancing plans that may arise following the date hereof.

12. CONDITIONS TO ADVANCE

The Lenders’ agreement to make the advances available to the Borrower under this Agreement shall be subject to satisfaction of the following conditions precedent (the “**Funding Conditions**”):

(a) The Court shall have issued the DIP Order approving this Agreement and granting the Lenders a charge (the “**Lenders Charge**”) on the Collateral of the Borrower, securing all obligations owing by the Borrower to the Lenders under this Agreement including, without limitation, all principal, interest and costs and expenses of the Lenders as set out in this Agreement (collectively, the “**Financing Obligations**”) and providing, among other things, that the Lenders Charge shall have priority on the Collateral over all Liens, other than the Permitted Liens, and such DIP Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the Lenders, without the written consent of the Lenders in their sole discretion;

(b) The Lenders shall be satisfied that (i) the Borrower is in compliance with all Applicable Law, in relation to their businesses other than as may be permitted under a Court Order or as to which any enforcement in respect of non-compliance is stayed by a Court Order, (ii) the entering into of this Agreement, the granting of the Lenders Charge, the consummation of the transactions contemplated hereby and the performance hereof shall not violate any Applicable Law, (iii) the Borrower has obtained all corporate, governmental, regulatory and third party approvals as may be required in any relevant jurisdiction to enable and permit the entering into of this Agreement, the granting of the Lenders Charge, the consummation of the transactions contemplated hereby and thereby and the performance thereof, and (iv) service has been effected on each holder of a Lien listed on the service list agreed between the Borrower and the Lenders (or their counsel);

(c) No Default or Event of Default shall have occurred and be continuing;

(d) The Lenders shall be satisfied that no Material Adverse Change shall have occurred since the Filing Date;

(e) Since the Filing Date there shall not have occurred any payment, prepayment, redemption, purchase or exchange of any prepetition indebtedness or equity, or amendment or modification of any of the terms thereof, except as expressly permitted by the terms of the Initial Order;

(f) No appeal, notice of appeal or application for leave to appeal in respect of the Initial Order has been made or threatened;

(g) The Borrower shall have executed and delivered this Agreement.

(h) All documented expenses (including all documented legal and professional fees and expenses on a full indemnity basis) of the Lenders of the nature described in Section 8(b) hereof shall have been paid in full (which documented expenses shall be deducted from the advance of the Facility Amount);

(i) The Lenders shall have received a Drawdown Request, duly executed by an officer on behalf of the Borrower in the time period specified in Section 5 hereto; and

(j) Each of the representations and warranties made by the Borrower in this Agreement is true and correct in all material respects as of the date made or deemed made and as of the date of the advance.

For greater certainty, the Lenders shall not be obligated to advance or otherwise make available any funds pursuant to this Agreement until all of the foregoing conditions have been satisfied and all of the foregoing documentation and confirmations have been obtained, each in form and substance satisfactory to the Lenders, provided further that the Lenders may, in their sole discretion, waive satisfaction of any one or more of such conditions precedent.

13. COSTS AND EXPENSES

The Borrower will reimburse the Lenders, without duplication: (i) for all reasonable and documented out-of-pocket expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) of the nature described in Section 8(b) hereof.

All such reasonable and documented out-of-pocket expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) of the Lenders above shall be included in the Financing Obligations and secured by the Lenders Charge.

14. SECURITY:

All present and future liabilities and obligations of the Borrower to the Lenders shall be secured and evidenced by the following documents completed in form and substance satisfactory to the Lenders and their counsel (collectively, the "**Lender's Security**"):

(a) the DIP Order (including the DIP Charge provided for therein);

(b) all supporting authorizations, certificates, acknowledgements and legal opinions as the Lenders may reasonably require; and

(c) such further documentation that the Lenders and their counsel may reasonably require.

15. PERMITTED LIENS AND PRIORITY:

All Collateral will be free and clear of all other Liens, except for the Permitted Liens. The Lenders Charge shall be subordinate only to the Permitted Liens.

16. MONITOR:

Pursuant to the Initial Order issued by the Ontario Superior Court of Justice (Commercial List) on June 3, 2020, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") in the CCAA Proceedings. Ernst & Young Inc. was appointed solely in its capacity as Monitor and not in its personal or corporate capacity.

17. REPORTING:

The Borrower covenants with the Lenders as follows:

(a) it shall deliver to the Lenders no later than 5 days from each calendar month end, a four week cash flow forecast and such other information as the Lenders may require including discussion of differences between actual and forecast results and any changes expected to costs going forward, all in form and substance satisfactory to the Lenders, and

(b) it will forthwith provide the Lenders with such other information, in electronic format whenever and wherever possible, as the Lenders may reasonably request.

18. REPRESENTATIONS AND WARRANTIES: The Borrower represents and warrants to the Lenders, upon which the Lenders are relying in entering in this Agreement, that:

(a) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary;

(b) it has all requisite corporate power and authority to (i) own and operate its properties and assets and to develop, own and operate its business and (ii) to enter into and perform its obligations under this Agreement;

(c) the execution and delivery by it of this Agreement and the performance by it of its respective obligations hereunder have been duly authorized by all necessary corporate action and no authorization under any Applicable Law, and no registration, qualification, designation, declaration or filing with any Governmental Authority, is or was necessary therefor;

(d) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject only to any limitation under Applicable Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally and (ii) the discretion that a court may exercise in the granting of equitable remedies;

(e) its assets (i) are legally and beneficially owned by or leased or licensed to it and are only located at the locations disclosed in writing to the Lenders, (ii) have not been sold, leased or otherwise disposed of, and (iii) are not subject to any rights of any Person other than Permitted Liens;

(f) the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder and compliance with the terms, conditions and provisions hereof, will not conflict with or result in a breach of (i) its constating documents or by-laws; (ii) the Material Contracts to which it is party or (iii) any Applicable Law;

(g) its business operations have been and will continue to be conducted in compliance with all laws of each jurisdiction in which business has been or is being carried on;

(h) it has filed or caused to be filed all Tax returns and reports which are required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which adequate cash reserves are being maintained;

(i) other than the CCAA Proceedings, the Chapter 15 Proceeding, and three litigation matters (one in New York and two in Ontario) involving Ubiquiti Inc. or its affiliates, there are no material actions, suits or proceedings (including any Tax-related matter and excluding any environmental-related matters which are dealt with in paragraph (o) below) by or before any arbitrator or Governmental Authority or by any other Person pending against or, to its knowledge, threatened against or affecting it;

(j) it maintains insurance policies and coverage which (i) are sufficient for compliance with law and all material agreements to which it is a party and (ii) provide adequate insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by Persons engaged in the same or similar business to its assets and operations; and

(k) all factual information provided by or on its behalf to the Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and remains true as of the date provided and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided.

19. AFFIRMATIVE COVENANTS: The Borrower covenants and agrees from the date of execution of this Agreement and while the DIP Facility remains outstanding, that it will:

(a) make due and punctual payment to the Lenders of all amounts payable under this Agreement when due;

(b) comply with the provisions of all Court Orders and take all actions necessary or available to defend the Court Orders from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Lenders;

(c) subject to the terms of the Initial Order, comply with all laws, rules, regulations and orders applicable to it or its property, including, without limitation, environmental laws and regulations and including payment on a timely basis of all municipal Taxes, utility charges or other amounts in relation to the Collateral charged by the Lenders Charge where the non-payment of same could give rise to a Lien and immediately notify the Lenders of any action, claim, lawsuit, demand, investigation or proceeding pending, or to the knowledge of the Borrower, threatened, against the Borrower, before any court, Governmental Authority, regulatory authority, arbitrator or tribunal;

(d) except where a stay of proceedings applies and subject to the terms of the Initial Order, pay when due all statutory liens, trust and other Crown claims including employee source deductions, HST and workplace safety and insurance premiums;

(e) comply with any Court Order made in connection with the CCAA Proceedings;

(f) deliver to the Lenders the reporting and other information from time to time reasonably requested by the Lenders and as set out in this Agreement including, without limitation, usual and customary financial reporting requirements;

(g) notify the Lenders of any material events, including without limitation any Default or Event of Default, Material Adverse Change, pending or threatened claims, proceeding, litigation or actions, any material developments in any Material Contract, provided, however, that nothing herein shall obligate the Borrower to share any information which is confidential or involves the intellectual property of any customers of the Borrower;

(h) notify the Lenders promptly of all material developments with respect to the business affairs of the Borrower, the litigation matters involving the Borrower and Ubiquiti Inc. or its affiliates and the CCAA Proceedings, including providing draft copies of all motions, applications, proposed orders or other materials or documents that the Borrower intends to file in the CCAA Proceedings other than documents prepared or exchanged in any mediation proceeding;

(i) maintain sufficient insurance coverage in such amounts and against such risks as is customary and as a prudent Person in the same or similar business as the Borrower would maintain for its business;

(j) preserve, maintain, and renew all Material Contracts, licenses and permits in the ordinary course of business;

(k) provide products and services to customers in the ordinary course of business;

(l) preserve, renew and keep in full force its corporate existence; and

(m) comply with the reporting requirements pursuant to Section 17.

20. NEGATIVE COVENANTS:

The Borrower covenants and agrees not to do the following, from the date of execution of this Agreement and while the DIP Facility remains outstanding without the Lenders' written consent:

(a) create or permit to exist any indebtedness other than: (A) the indebtedness existing as of the date of this Agreement and disclosed to the Lenders in writing, (B) post-filing trade payables, and (C) any indebtedness secured by the Permitted Priority Liens;

(b) create or permit to exist any Lien on any of its properties or assets other than Permitted Liens;

(c) make any investments or acquisitions of any kind, direct or indirect;

(d) make any payment, including, without limitation, any payment of principal, interest or fees, in respect of pre-filing indebtedness, or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Borrower, other than as required or permitted pursuant to the Initial Order or as otherwise expressly permitted under this Agreement;

(e) amalgamate or consolidate with or sell all or substantially all of its assets to any other Person, change its jurisdiction of organization, change its name, or amend its constating documents or enter into any agreement committing to such actions;

(f) make: (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise), or (ii) a retirement, redemption, purchase or repayment or other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon);

(g) (i) enter into, renew, amend or modify any transaction or contractual relationship with any Related Party, or (ii) make any payment with respect to, or perform any obligation under, an agreement with a Related Party;

(h) enter into, renew, amend, modify or assume any employment, consulting or analogous agreement or arrangement with any director, senior or executive officer or senior management of the Borrower or any Related Party, or make any payment to any such Person in respect of any bonus, change of control payment or severance package of any kind whatsoever other than (i) as consented to by the Monitor and approved by the Court on prior notice to the Lenders or (ii) as consented to by the Lenders, acting reasonably;

(i) transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking outside of the ordinary course of business, except for the disposition of obsolete or worn out equipment or assets consistent with past practice;

(j) make any material changes in accounting practices other than those required by any governing regulator;

(k) amend its name or jurisdiction of incorporation;

(l) amend or terminate any Material Contract;

(m) seek, obtain or support any Court Order or any amendment or modification to a Court Order except with the prior written consent of the Lenders, (i) in their sole discretion in respect of any Court Order or amendment thereto relating to the DIP Facility or any other matter that could adversely affect the Lenders, and (ii) acting reasonably in respect of any other Court Order or amendment thereto that may result in a Material Adverse Change vis-à-vis the Lenders;

(n) enter into any agreements, transactions or arrangements with other parties with whom the Borrower has not previously had a commercial arrangement, outside of the ordinary course of business that may result in a Material Adverse Change vis-à-vis the Lenders; and

(o) seek, obtain or support any restructuring transaction without the prior written consent of the Lenders that may result in a Material Adverse Change to the Lenders under this Agreement.

The Borrower covenants and agrees not to settle any material litigation including those involving the Borrower and Ubiquiti Inc. or its affiliates without prior consultation with the Lenders regarding the proposed settlement. For the avoidance of doubt, the required consultation with the Lenders does not require the Lenders' consent or agreement to any proposed settlement.

21. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) failure of the Borrower to pay: (i) principal, interest or other amounts within two (2) Business Days of such amounts becoming due under this Agreement; or (ii) legal and other advisory fees and expenses of the Lenders, within five (5) Business Days of being invoiced therefor;

(b) failure by the Borrower to perform or comply with any of the affirmative covenants contained in Section 19, which such failure to perform or comply remains unremedied after two

(2) Business Days (other than in respect of the affirmative covenant contained in Section 19(a) which is subject to the cure period specified in Section 21(a) herein);

(c) failure by the Borrower to perform or comply with any of the negative covenants contained in Section 20;

(d) any representation or warranty by the Borrower made or deemed to be made in this Agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;

(e) issuance of an order without the consent of the Lenders (i) dismissing the CCAA Proceeding or lifting the stay in the CCAA Proceeding to permit the enforcement of any security against the Borrower or the Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Borrower, in each case which order is not stayed pending appeal thereof, and other than in respect of a non-material asset not required for the operations of the Borrower's business; (ii) granting any other Lien in respect of the Collateral that is in priority to or *pari passu* with the Lenders Charge other than as permitted pursuant to this Agreement, (iii) staying, reversing, vacating or otherwise modifying this Agreement, or (vi) staying, reversing, vacating or otherwise modifying any Court Order that may result in a Material Adverse Change vis-à-vis the Lenders;

(f) unless consented to in writing by the Lenders, the expiry without further extension of the stay of proceedings provided for in the Initial Order;

(g) the Borrower ceases (or threatens to cease) to carry on business in the ordinary course;

(h) unless the Lenders have consented thereto in writing, the filing by the Borrower of any motion or proceeding which (i) is not consistent with any provision of this Agreement or, as applicable, (ii) seeks to obtain a charge that shall rank ahead of the DIP Charge, other than the Permitted Liens, (iii) could otherwise reasonably be expected to materially adversely affect the interests of the Lenders, (iv) seeks an order in the CCAA Proceedings or the Chapter 15 Proceeding which, if granted, could reasonably be expected to result in a Material Adverse Change, (v) seeks to continue the CCAA Proceedings under the jurisdiction of a court other than the Court (for clarity, this Event of Default shall not include the commencement of the Chapter 15 Proceeding) or (vi) seeks to initiate any restructuring proceedings other than the CCAA Proceeding in any court or jurisdiction (for clarity, this Event of Default shall not include the commencement of the Chapter 15 Proceeding);

(i) any proceeding, motion or application is commenced or filed by the Borrower, or if commenced by another party, is supported, remains unopposed or otherwise consented to by the Borrower, seeking the approval of any transaction requiring approval of Lenders under this Agreement and that is not approved in writing by the Lenders;

(j) the making by the Borrower of a payment of any kind that is not permitted by this Agreement;

(k) except as stayed by order of the Court, revocation or cancellation of, any Material Contract, or other material licence or permit;

(l) the denial or repudiation by the Borrower of the legality, validity, binding nature or enforceability of (i) this Agreement; or (ii) the pre-filing obligations of the Borrower to the Lenders in their capacity as significant pre-filing creditors of the Borrower under any document governing such obligations;

(m) except as stayed by order of the Court, the entry of one or more final judgments, writs of execution, garnishment or attachment representing a claim in excess of US$250,000, against the Borrower or the Collateral that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after their entry, commencement or levy;

(n) any addition, removal or replacement of directors from the board of directors (other than any resignation) of the Borrower unless acceptable to the Lenders; or

(o) the occurrence of a Material Adverse Change.

22. REMEDIES:

Upon the occurrence and during the continuance of an Event of Default, without any further notice or demand, the Lenders may, in their sole discretion, terminate its commitment under the DIP Facility and declare the obligations owing to them under this Agreement to be immediately due and payable.

Without limiting the foregoing remedies, upon the occurrence and during the continuance of an Event of Default, the Lenders may, in their sole discretion:

(a) on no less than two business days' notice to the Borrower and the Monitor, apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral, or for the appointment of a trustee in bankruptcy of the Borrower;

(b) set-off or combine any amounts then owing by the Lenders to the Borrower against the obligations of the Borrower to the Lenders hereunder;

(c) subject to obtaining an order from the Court granting leave to exercise such remedies on at least two business days' notice to the Borrower and the Monitor, exercise all such other rights and remedies under this Agreement, the Court Orders, the Existing Security and Applicable Law; and

(d) subject to obtaining prior approval from the Court, exercise the powers and rights of a secured party under the Personal Property Security Act (Ontario), or any legislation of similar effect.

23. INDEMNIFICATION: The Borrower agrees to indemnify and hold harmless the Lenders, their affiliates and their officers, directors, shareholders, employees, agents and advisors (each, an "**Indemnified Person**") from and against any and all suits, actions, proceedings, orders, claims, damages, losses, liabilities and expenses (including reasonable legal fees and disbursements and other costs of investigation or defence, including those incurred upon any appeal) that may be instituted or asserted against or incurred by any such Indemnified Person as a result of or in connection with credit having been extended, suspended or terminated under or in relation to the DIP Facility or the use of the proceeds thereof and the administration of such credit, and in connection with or arising out of any actions or failure to act in connection therewith including the taking of any enforcement actions by the Lenders and including any and all environmental liabilities and reasonable legal costs and expenses arising out of or incurred in connection with disputes between or among the Borrower and Lenders; provided that such indemnity will not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross or intentional fault of such Indemnified Person. All such indemnified amounts, if not immediately paid by the Borrower upon demand, will be secured by the Lenders Charge.

24. TAXES: All loan repayments and prepayments will be made free and clear of any taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"). If any Taxes are required by Applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the Lenders under this Agreement, the amount so payable to the Lenders shall be increased to the extent necessary to yield to the Lenders on a net basis after payment of all Withholding Taxes, the amount payable under this Agreement at the rate or in the amount specified herein and the Borrower shall provide evidence satisfactory to the Lenders that the Taxes have been so withheld and remitted.

If the Borrower pays an additional amount to the Lenders to account for any deduction or withholding, the Lenders shall reasonably cooperate with the Borrower to obtain a refund of the amounts so withheld, including filing income Tax returns in applicable jurisdictions, claiming a refund of such Tax and providing evidence of entitlement to the benefits of any applicable Tax treaty. The amount of any refund so received, and interest paid by the Tax authority with respect to any refund, shall be paid over by the Lenders to the Borrower. If reasonably requested by the Borrower, the Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the Lenders shall cooperate with the Borrower to minimize the amount of deductions or withholdings required.

The Borrower will reimburse the Lenders for any costs incurred by the Lenders in performing their obligations under this Agreement resulting from any change in law, including, without limitation, any reserve or special deposit requirements or any Tax or capital requirements or any change in the compliance of the Lenders therewith that has the effect of increasing the cost of funding to the Lenders or reducing their effective rate of return on capital.

25. FURTHER ASSURANCES:

The Borrower shall, at its own expense, from time to time, do execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Lenders may reasonably request for the purpose of giving effect to this Agreement.

26. CURRENCY:

Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States and all funds and payments contemplated under this Agreement shall be in United States dollars.

27. JUDGMENT CURRENCY:

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.

The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lenders under this Agreement shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lenders of any sum adjudged to be so due in the Other Currency, the Lenders may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lenders in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lenders, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lenders in the Original Currency, the Lenders shall remit such excess to the Borrower.

28. GOVERNING LAW: This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

29. AMENDMENTS: No amendment of this Agreement shall be effective unless signed by all parties hereto.

30. ENTIRE AGREEMENT: This Agreement and the schedules hereto constitute the entire agreement between the Borrower and Lenders relating to the subject matter hereof.

31. NOTICES: Any notice, request or other communication hereunder to any of the parties shall be in writing and be sufficiently given if delivered personally or sent by electronic mail to such party at its address set out on its signature page hereof. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

32. ASSIGNMENT: The Lenders may only assign this Agreement and their rights and obligations hereunder, in whole or in part, or grant a participation in their respective rights and obligations hereunder with the prior written consent of the Borrower and on prior notice to the Monitor. Neither this Agreement nor any right or obligation hereunder may be assigned by the Borrower.

33. SEVERABILITY: Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

34. COUNTERPART SIGNATURES: This Agreement may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which when executed and delivered will be deemed to be an original, and all of which when taken together will constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

PERASO TECHNOLOGIES INC.

By: ______________________________
Name:
Title:

ROADMAP CAPITAL GENERAL PARTNER LTD., on its own behalf

By: ______________________________
Name:
Title:

ROADMAP CAPITAL GENERAL PARTNER LTD., as general partner of ROADMAP PERASO LP III (U.S. AND OFFSHORE)

By: ______________________________
Name:
Title:

XCOM LABS, INC.

By: ______________________________
Name:
Title:

SCHEDULE "A"

DEFINED TERMS

"**Administration Charge**" means an administration charge in an aggregate amount not to exceed C$725,000.

"**Alternative Transaction**" means any offer, restructuring, refinancing, recapitalization, sale, liquidation, workout or plan of compromise or arrangement or reorganization of, or in respect of, all or any of the Borrower's assets and liabilities.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"**Borrower**" has the meaning given thereto in Section 2.

"**Business Day**" means any day other than a Saturday, Sunday or any other day in which banks in Toronto, Ontario are not open for business.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Proceeding**" means the Borrower's proceeding under the CCAA.

"**Chapter 15**" means Chapter 15 of Title 11 of the United States Code.

"**Chapter 15 Proceeding**" means the Borrower's proceeding, filed in the United States Bankruptcy Court for the Southern District of New York, by the Monitor as foreign representative of the Borrower, under Chapter 15.

"**Closing Date**" means the date on which all Funding Conditions have been satisfied.

"**Collateral**" means all now owned or hereafter acquired assets and property of the Borrower, real and personal, tangible or intangible.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Court Order**" means any of the Initial Order, and any other orders of the Court entered in connection with the CCAA Proceedings.

"**Default**" means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

"**DIP Facility**" has the meaning given thereto in Section 4.

"**Directors' Charge**" means a directors and officers liability charge in an amount not to exceed C$650,000.

"**Event of Default**" has the meaning given thereto in Section 21.

"**Facility Amount**" has the meaning given thereto in Section 4.

“**Filing Date**” means the date of commencement of the CCAA Proceedings.

“**Financing Obligations**” has the meaning given thereto in Section 12(a).

“**First Advance**” has the meaning given thereto in Section 5.

“**Funding Conditions**” has the meaning given thereto in Section 12.

“**Governmental Authority**” means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

“**Initial Order**” means an initial order of the Court pursuant to which the Borrower shall commence the CCAA Proceedings.

“**DIP Order”** means the order of the Court approving this Agreement and the Lenders Charge;

“**Lenders**” has the meaning given thereto in Section 3.

“**Lenders’ Charge**” has the meaning given thereto in Section 12(a).

“**Liens**” means all liens, hypothecs, charges, mortgages, trusts, deemed trusts (statutory or otherwise), encumbrances and security interests of every kind and nature whatsoever.

“**Material Adverse Change**”: means any change, condition, event or occurrence, which, when considered individually or together with all other changes, conditions, events or occurrences, could reasonably be expected to have a material adverse effect on: (i) the financial condition, business, performance, operation, assets or property of the Borrower as a whole; (ii) the ability of the Borrower to timely and fully perform any of its material obligations under this Agreement, or any Court Order; or (iii) the validity or enforceability of this Agreement, or the rights and remedies of the Lenders under this Agreement;

“**Material Contract**” means any contract, licence or agreement: (i) to which the Borrower is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of the Borrower; and (iii) which the Borrower cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

“**Maturity Date**” has the meaning given thereto in Section 7

“**Monitor**” has the meaning given thereto in Section 16.

“**Permitted Liens**” means (i) the Administration Charge; (ii) the Lenders Charge; (iii) any charges created under the Initial Order or other order of the Court in the CCAA Proceedings subsequent in priority to the Lenders Charge and approved in writing by the Lenders in their sole discretion, including for greater certainty, the Directors’ Charge.

“**Permitted Priority Liens**” means (i) the Administration Charge; (ii) any amounts payable by the Borrower for wages, vacation pay, employee deductions, sales Tax, excise Tax, Tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income Tax and workers compensation claims, in each case solely to the extent such amounts are given priority by Applicable Law and only to the extent that the priority of such amounts has not been subordinated to the Lenders Charge granted by the Court.; and (iii) Directors' Charge.

"**Person**" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"**Related Party**" means in respect of any Person, such Person's affiliates and the directors, officers, partners, members, trustees, employees, controlling Persons, agents, administrators, managers, representatives and advisors of such Person and of such Person's affiliates.

"**Second Advance"** has the meaning given thereto in Section 5.

SCHEDULE "B"

DRAWDOWN REQUEST

TO: Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (the "**Lenders**")

FROM: PERASO TECHNOLOGIES INC. (the "**Borrower**")

DATE: ____________________, 2020

Pursuant to the debtor-in-possession credit agreement dated as of June 25, 2020 (as amended, restated and otherwise modified from time to time, the "**Credit Agreement**") between the Lenders and the Borrower, the Borrower is required as a condition precedent to the advance of the Facility Amount to deliver this Drawdown Request to the Lenders. Unless otherwise defined herein, all capitalized terms used in this Drawdown Request will have the meanings given to such terms in the Credit Agreement.

The Borrower hereby certifies that:

(a) the representations and warranties set forth in Section 18 of the Credit Agreement are true and accurate in all material respects as of the date hereof, as though made on and as of the date hereof;

(b) it is in compliance with the covenants and all other terms and conditions set forth in the Credit Agreement, other than those that have been waived in writing by the Lenders; and

(c) no Default or Event of Default has occurred and is continuing nor will the making of the requested advance result in the occurrence of any such event.

The Borrower hereby requests an advance under the DIP Facility and directs the Lenders to make such advance as follows:

Date of advance:	____________________, 2020
Total Facility Amount:	US$●
Bank Account Information:	●

IN WITNESS WHEREOF the undersigned has executed this Drawdown Request on the date first above written.

PERASO TECHNOLOGIES INC.

By: ________________________________

Name:

Title:

SCHEDULE “C”

LENDERS’ COMMITMENTS

LENDER	COMMITMENT	PERCENTAGE OF FACILITY
Roadmap Capital General Partner Ltd.	[redacted]	[redacted]
Roadmap Peraso LP III (U.S. and Offshore)	[redacted]	[redacted]
XCOM Labs, Inc.	[redacted]	[redacted]

SCHEDULE "D"

SIDE LETTER RE XCOM LABS, INC.

June 25, 2020

XCOM Labs, Inc.
9450 Carroll Park Dr.
San Diego, CA
92121

RE: Set-off arrangements vis-à-vis XCOM Principal Amount and XCOM Milestone Payments (each as defined below)

Dear Sirs/Mesdames:

Reference is made to:

(a) the debtor-in-possession credit agreement dated June 25, 2020 among Peraso Technologies Inc. ("**Peraso**"), Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. ("**XCOM**"), as may be amended from time to time (the "**DIP Credit Agreement**"), pursuant to which the Lenders (as defined in the DIP Credit Agreement), including XCOM, agreed to furnish Peraso with financing by way of a secured non-revolving credit facility in the aggregate principal amount of [redacted] of which an aggregate principal amount of [redacted] will be advanced by XCOM (the "**XCOM Principal Amount**"), in order to fund certain of Peraso's cash requirements during the pendency of Peraso's proceedings under the *Companies' Creditors Arrangement Act* (Canada); and

(b) the software and firmware licence and development agreement dated February 13, 2020 between Peraso and XCOM, as may be amended from time to time (the "**S&L Agreement**"), to which is appended a statement of work, as may be amended from time to time (the "**SOW**"), pursuant to which Peraso agreed [redacted] in exchange for certain milestone payments by XCOM totalling [redacted] (the "**XCOM Milestone Payments**"), such XCOM Milestone Payments to be paid on the achievement by Peraso of development milestones in accordance with the SOW (the "**Development Milestones**", and the payment dates in respect of such Development Milestones, the "**Development Milestone Payment Dates**");

The undersigned hereby agree as follows:

1. To the extent Peraso achieves a Development Milestone (for the sake of clarity, including without limitation acceptance of any deliverable by XCOM as provided for achieving the Development Milestone) as contemplated in the SOW prior to the Maturity Date (as defined in the DIP Credit Agreement), thus triggering an XCOM Milestone Payment by XCOM to Peraso, the XCOM Principal Amount shall be set-off and reduced on the Development Milestone Payment Date by an amount equivalent to the XCOM Milestone Payment (collectively, the "**Set-Off**"). On or immediately following the date of such Set-Off, Peraso shall send a notice to the Lenders (as defined in the DIP Credit Agreement) informing them of: (a) the amount which was the subject of the Set-Off; and

(b) the new XCOM Principal Amount after the Set-Off for purposes of the DIP Credit Agreement.

2. Any amounts which are the subject of Set-Off on a Development Milestone Payment Date will not accrue interest on and after such date.

3. Peraso will settle in cash on the Maturity Date (as defined in the DIP Credit Agreement) any outstanding portion of the XCOM Principal Amount and/or any interest amounts which may be owing thereon (to the extent such amounts are then owing).

4. Notwithstanding any other provision of the DIP Credit Agreement or any other agreement entered into by and among Peraso and any other creditor with respect to the matters of the DIP Credit Agreement, XCOM's participation in the DIP Credit Agreement shall be exclusively as an individual lender. Towards that end, the rights of XCOM under the DIP Credit Agreement shall not be affected or impeded in any way by the appointment of a lenders' agent for lenders other than XCOM and XCOM shall maintain sole and exclusive discretionary control of its position as an individual lender under the DIP Credit Agreement to Peraso.

5. If and to the extent that any provisions of this letter conflict with the DIP Credit Agreement, the S&L Agreement or the SOW, the provisions hereof shall prevail.

6. This letter may only be amended, supplemented or otherwise modified by a written agreement signed by each of the undersigned.

7. No waiver of any of the provisions of this letter will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this letter will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

8. If any provision of this letter is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this letter and the remaining provisions will remain in full force and effect.

9. This letter is governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

10. This letter may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this letter.

[Signature page follows.]

Yours truly,

PERASO TECHNOLOGIES INC.

By: ______________________________
Authorized Signing Officer

ACKNOWLEDGED AND AGREED as of the date first above written.

XCOM LABS, INC.

By: ______________________________
Authorized Signing Officer

This is
EXHIBIT "B"
referred to in the affidavit of
RONALD GLIBBERY
affirmed on July 2, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Commissioner for taking affidavits

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

June 25, 2020

WHEREAS:

A. Peraso Technologies Inc. (the "**Borrower**") has requested that Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (collectively, the "**Lenders**") provide it with financing to fund certain of the Borrower's cash requirements during the pendency of its proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced before the Court in accordance with the terms and conditions set out herein.

B. The Lenders have agreed to provide interim financing in order to fund certain obligations of the Borrower in accordance with the terms and conditions set out herein.

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. DEFINED TERMS Unless otherwise defined herein, capitalized words and phrases used in this Debtor-In-Possession Credit Agreement (the "**Agreement**") have the meanings given thereto in Schedule "A".

2. BORROWER: Peraso Technologies Inc., a corporation incorporated under the laws of the Province of Ontario.

3. LENDERS: Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc., as allocated in the proportions set out in Schedule "C".

4. CREDIT FACILITY: A secured non-revolving credit facility (the "**DIP Facility**") in an aggregate amount of [redacted] (as such amount may be reduced from time to time pursuant to Sections 9 or 10 hereof, the "**Facility Amount**"), subject to the terms and conditions contained herein.

5. ADVANCE: The Facility Amount shall be advanced by the Lenders to the Borrower (*pro rata* to their commitments as set out in Schedule "C" hereof) in two tranches as follows:

i) [redacted] (the "**First Advance**"); and

ii) [redacted] (the "**Second Advance**"),

provided that, for each such advance, the Lenders shall have received from the Borrower a drawdown request in the form of Schedule "B" hereto (the "**Drawdown Request**") at least one Business Day prior to the date of the First Advance and the Second Advance, respectively.

6. INTEREST RATE: Interest shall be payable in cash on the aggregate outstanding

Facility Amount under the DIP Facility from the date of advance at a rate equal to 6% *per annum*, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month. Upon the occurrence and during the continuation of an Event of Default, all overdue amounts shall bear interest at the applicable interest rate plus 2% *per annum* payable on demand in arrears in cash.

Interest on the aggregate outstanding Facility Amount will accrue on the basis of a year of three hundred and sixty-five (365) or three hundred and sixty-six (366) days. For the purposes of the *Interest Act* (Canada), the annual rates of interest or fees to which the rates calculated in accordance with this DIP Facility are equivalent to the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by three hundred and sixty-five (365).

If any provision of this Agreement or any ancillary document in connection with this Agreement would obligate the Borrower to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provision, such amount or rate will 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 the Lenders of interest at a criminal rate and any such amounts actually paid by the Borrower in excess of the adjusted amount will be forthwith refunded to the Borrower.

7. MATURITY DATE: The DIP Facility shall be repayable in full on the earlier of:

(a) a demand for repayment in writing having been made by the Lenders upon the occurrence of any Event of Default which is continuing and has not been cured in accordance with the terms of this Agreement;

(b) the date on which the Initial Order expires without being extended or on which the CCAA Proceedings are dismissed or converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(c) the effective date of any confirmed plan of reorganization or arrangement by the CCAA Court;

(d) the sale of all or substantially all of the Collateral; and

(e) [redacted] or such other date as mutually agreed to by the parties to this agreement in writing,

(the earliest of such dates being the “**Maturity Date**”). The Maturity Date may be extended from time to time at the request of the Borrower and with the prior written consent of the Lenders for such period and on such terms and conditions as the Lenders may agree in their sole discretion.

All amounts outstanding or payable under the Agreement, including the principal amount outstanding hereunder, all unpaid accrued interest and all fees and other amounts required to be paid by the Borrower, shall be due and payable in full on the Maturity Date.

8. PERMITTED USE OF PROCEEDS:

The Borrower shall use proceeds of the DIP Facility solely for the following purposes and in the following order:

(a) to pay the reasonable and documented financial advisory fees and expenses and the reasonable and documented legal fees and expenses of (i) the Borrower and (ii) the Monitor (as defined below) (it being acknowledged by the Borrower and the Lenders that those fees and expenses incurred to the date hereof are reasonable);

(b) to pay all of the reasonable and documented fees and expenses (including the fees and expenses of their counsel and advisors) incurred by the Lenders in connection with, relating to or arising from ~~the CCAA Proceeding~~ due diligence, negotiation and documentation of this Agreement (including preparation for, and attendance at, the Court from time to time~~), due diligence, negotiation and documentation of~~ relating to this Agreement~~, whether incurred prior to or after the date of the Initial Order,~~) as well as all expenses of the Lenders in connection with the ongoing monitoring, maintenance, interpretation and administration of the DIP Facility and the enforcement of any of rights of the Lenders ~~including~~ pursuant to this Agreement; to pay the interest owing to the Lenders under this Agreement; and

(c) to fund the Borrower's (i) working capital and (ii) other general corporate purposes.

For greater certainty, the Borrower may not use the proceeds of the DIP Facility to pay any of its pre-filing obligations without the prior written consent of the Lenders; it being agreed by the Lenders that the Lenders' consent is not required for the Borrower to pay, (i) pre-filing amounts permitted pursuant to the Initial Order, (ii) amounts due to trade creditors in the ordinary course of business, and (iii) Taxes (as defined below), accrued payroll and other ordinary course liabilities.

9. VOLUNTARY PREPAYMENTS:

Subject to the Lenders' Financing ~~Option~~ in Section 11 below, provided the Monitor is satisfied that the Borrower has sufficient cash reserves to satisfy amounts secured by the Permitted Priority Liens, the Borrower may prepay any amounts outstanding under the DIP Facility at any time prior to the Maturity Date. Any amount repaid may not be reborrowed.

10. MANDATORY REPAYMENTS:

Subject to the Lenders' Financing ~~Option~~ in Section 11 below, unless otherwise consented to in writing by the Lenders, and provided the Monitor is satisfied that the Borrower has sufficient cash reserves to satisfy amounts secured by the Permitted Priority Liens, the DIP Facility shall be promptly repaid and the Facility Amount shall be permanently reduced upon (i) the sale of any of the Collateral out of the ordinary course of business (other than any sale of obsolete or worn out equipment or other assets) and consented to in writing by the Lenders, in an amount equal to the net cash proceeds of such sale (for greater certainty, net of transaction fees and applicable Taxes in respect thereof); and (ii) receipt of any insurance proceeds, in an amount equal to such insurance proceeds received. Any amount repaid may not be reborrowed.

Notwithstanding anything to the contrary in this Agreement, the Borrower shall have the right to set-off any amounts owing hereunder to XCOM Labs, Inc. in accordance with the terms of the side letter appended hereto at Schedule "D". Other than as set out in Schedule "D" all other terms of the terms and conditions of the S&L Agreement (referred to in Schedule "D") remain unaffected.

11. FINANCING~~OPTION~~

The Borrower hereby (i) ~~grants to~~ agrees to consider the Lenders ~~an irrevocable option~~ as a financing source to participate ~~on the same terms~~ in any new financing or refinancing of the Borrower that is completed following the date of this Agreement, and (ii) agrees to promptly provide the Lenders with all information and terms pertaining to any financing or refinancing plans that may arise following the date hereof.

12. CONDITIONS TO ADVANCE

The Lenders' agreement to make the advances available to the Borrower under this Agreement shall be subject to satisfaction of the following conditions precedent (the "**Funding Conditions**"):

(a) The Court shall have issued the DIP Order approving this Agreement and granting the Lenders a charge (the "**Lenders Charge**") on the Collateral of the Borrower, securing all obligations owing by the Borrower to the Lenders under this Agreement including, without limitation, all principal, interest and costs and expenses of the Lenders as set out in this Agreement (collectively, the "**Financing Obligations**") and providing, among other things, that the Lenders Charge shall have priority on the Collateral over all Liens, other than the Permitted Liens, and such DIP Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the Lenders, without the written consent of the Lenders in their sole discretion;

(b) The Lenders shall be satisfied that (i) the Borrower is in compliance with all Applicable Law, in relation to their businesses other than as may be permitted under a Court Order or as to which any enforcement in respect of non-compliance is stayed by a Court Order, (ii) the entering into of this Agreement, the granting of the Lenders Charge, the consummation of the transactions contemplated hereby and the performance hereof shall not violate any Applicable Law, (iii) the Borrower has obtained all corporate, governmental, regulatory and third party approvals as may be required in any relevant jurisdiction to enable and permit the entering into of this Agreement, the granting of the Lenders Charge, the consummation of the transactions contemplated hereby and thereby and the performance thereof, and (iv) service has been effected on each holder of a Lien listed on the service list agreed between the Borrower and the Lenders (or their counsel);

(c) No Default or Event of Default shall have occurred and be continuing;

(d) The Lenders shall be satisfied that no Material Adverse Change shall have occurred since the Filing Date;

(e) Since the Filing Date there shall not have occurred any payment, prepayment, redemption, purchase or exchange of any prepetition indebtedness or equity, or amendment or modification of any of the terms thereof, except as expressly permitted by the terms of the Initial Order;

(f) No appeal, notice of appeal or application for leave to appeal in respect of the Initial Order has been made or threatened;

(g) The Borrower shall have executed and delivered this Agreement.

(h) All documented expenses (including all documented legal and professional fees and expenses on a full indemnity basis) of the Lenders ~~incurred in connection with their pre-filing claims and/or the DIP Facility~~ of the nature described in Section 8(b) hereof shall have been paid in full (which documented expenses shall be deducted from the advance of the Facility Amount);

(i) The Lenders shall have received a Drawdown Request, duly executed by an officer on behalf of the Borrower in the time period specified in Section 5 hereto; and

(j) Each of the representations and warranties made by the Borrower in this Agreement is true and correct in all material respects as of the date made or deemed made and as of the date of the advance.

For greater certainty, the Lenders shall not be obligated to advance or otherwise make available any funds pursuant to this Agreement until all of the foregoing conditions have been satisfied and all of the foregoing documentation and confirmations have been obtained, each in form and substance satisfactory to the Lenders, provided further that the Lenders may, in their sole discretion, waive satisfaction of any one or more of such conditions precedent.

13. COSTS AND EXPENSES

The Borrower will reimburse the Lenders, without duplication: (i) ~~up to and including the Filing Date~~ for all reasonable and documented out-of-pocket expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) ~~in connection with the negotiation and development of this Agreement and (ii~~of the nature described in Section 8(b) ~~for all reasonable and documented out-of-pocket expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) in connection with the CCAA Proceedings, including due diligence, review and negotiation of filing materials, negotiation and documentation of this Agreement and related documentation and the on-going monitoring and administration of each and the enforcement of the Lenders Charge and any other security for the Financing Obligations~~hereof.

All such reasonable and documented out-of-pocket expenses (including reasonable and documented legal and professional fees and expenses on a full indemnity basis) of the Lenders ~~under paragraph (ii)~~ above shall be included in the Financing Obligations and secured by the Lenders Charge.

14. SECURITY:

All present and future liabilities and obligations of the Borrower to the Lenders shall be secured and evidenced by the following documents completed in form and substance satisfactory to the Lenders and their counsel (collectively, the "**Lender's Security**"):

(a) the DIP Order (including the DIP Charge provided for therein);

(b) all supporting authorizations, certificates, acknowledgements and legal opinions as the Lenders may reasonably require; and

(c) such further documentation that the Lenders and their counsel may reasonably require.

15. PERMITTED LIENS AND PRIORITY:

All Collateral will be free and clear of all other Liens, except for the Permitted Liens. The Lenders Charge shall be subordinate only to the Permitted Liens.

16. MONITOR:

Pursuant to the Initial Order issued by the Ontario Superior Court of Justice (Commercial List) on June 3, 2020, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") in the CCAA

Proceedings. Ernst & Young Inc. was appointed solely in its capacity as Monitor and not in its personal or corporate capacity.

17. REPORTING: The Borrower covenants with the Lenders as follows:

(a) it shall deliver to the Lenders no later than 5 days from each calendar month end, a four week cash flow forecast and such other information as the Lenders may require including discussion of differences between actual and forecast results and any changes expected to costs going forward, all in form and substance satisfactory to the Lenders, and

(b) it will forthwith provide the Lenders with such other information, in electronic format whenever and wherever possible, as the Lenders may reasonably request.

18. REPRESENTATIONS AND WARRANTIES: The Borrower represents and warrants to the Lenders, upon which the Lenders are relying in entering in this Agreement, that:

(a) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary;

(b) it has all requisite corporate power and authority to (i) own and operate its properties and assets and to develop, own and operate its business and (ii) to enter into and perform its obligations under this Agreement;

(c) the execution and delivery by it of this Agreement and the performance by it of its respective obligations hereunder have been duly authorized by all necessary corporate action and no authorization under any Applicable Law, and no registration, qualification, designation, declaration or filing with any Governmental Authority, is or was necessary therefor;

(d) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject only to any limitation under Applicable Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally and (ii) the discretion that a court may exercise in the granting of equitable remedies;

(e) its assets (i) are legally and beneficially owned by or leased or licensed to it and are only located at the locations disclosed in writing to the Lenders, (ii) have not been sold, leased or otherwise disposed of, and (iii) are not subject to any rights of any Person other than Permitted Liens;

(f) the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder and compliance with the terms, conditions and provisions hereof, will not conflict with or result in a breach of (i) its constating documents or by-laws; (ii) the Material Contracts to which it is party or (iii) any Applicable Law;

(g) its business operations have been and will continue to be conducted in compliance with all laws of each jurisdiction in which business has been or is being carried on;

(h) it has filed or caused to be filed all Tax returns and reports which are required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which adequate cash reserves are being maintained;

(i) other than the CCAA Proceedings, the Chapter 15 Proceeding, and three litigation matters (one in New York and two in Ontario) involving Ubiquiti Inc. or its affiliates, there are no material actions, suits or proceedings (including any Tax-related matter and excluding any environmental-related matters which are dealt with in paragraph (o) below) by or before any arbitrator or Governmental Authority or by any other Person pending against or, to its knowledge, threatened against or affecting it;

(j) it maintains insurance policies and coverage which (i) are sufficient for compliance with law and all material agreements to which it is a party and (ii) provide adequate insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by Persons engaged in the same or similar business to its assets and operations; and

(k) all factual information provided by or on its behalf to the Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and remains true as of the date provided and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided.

19. AFFIRMATIVE The Borrower covenants and agrees from the date of execution of

COVENANTS:

this Agreement and while the DIP Facility remains outstanding, that it will:

(a) make due and punctual payment to the Lenders of all amounts payable under this Agreement when due;

(b) comply with the provisions of all Court Orders and take all actions necessary or available to defend the Court Orders from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Lenders;

(c) subject to the terms of the Initial Order, comply with all laws, rules, regulations and orders applicable to it or its property, including, without limitation, environmental laws and regulations and including payment on a timely basis of all municipal Taxes, utility charges or other amounts in relation to the Collateral charged by the Lenders Charge where the non-payment of same could give rise to a Lien and immediately notify the Lenders of any action, claim, lawsuit, demand, investigation or proceeding pending, or to the knowledge of the Borrower, threatened, against the Borrower, before any court, Governmental Authority, regulatory authority, arbitrator or tribunal;

(d) except where a stay of proceedings applies and subject to the terms of the Initial Order, pay when due all statutory liens, trust and other Crown claims including employee source deductions, HST and workplace safety and insurance premiums;

(e) comply with any Court Order made in connection with the CCAA Proceedings;

(f) deliver to the Lenders the reporting and other information from time to time reasonably requested by the Lenders and as set out in this Agreement including, without limitation, usual and customary financial reporting requirements;

(g) notify the Lenders of any material events, including without limitation any Default or Event of Default, Material Adverse Change, pending or threatened claims, proceeding, litigation or actions, any material developments in any Material Contract, provided, however, that nothing herein shall obligate the Borrower to share any information which is confidential or involves the intellectual property of any customers of the Borrower**;**

(h) notify the Lenders promptly of all material developments with respect to the business affairs of the Borrower, the litigation matters involving the Borrower and Ubiquiti Inc. or its affiliates and the CCAA Proceedings, including providing draft copies of all motions, applications, proposed orders or other materials or documents that the Borrower intends to file in the CCAA Proceedings other than documents prepared or exchanged in any mediation proceeding;

(i) maintain sufficient insurance coverage in such amounts and against such risks as is customary and as a prudent Person in the same or similar business as the Borrower would maintain for its business;

(j) preserve, maintain, and renew all Material Contracts, licenses and permits in the ordinary course of business;

(k) provide products and services to customers in the ordinary course of business;

(l) ~~(k)~~preserve, renew and keep in full force its corporate existence; and

(m) ~~(l)~~comply with the reporting requirements pursuant to Section 17.

20. NEGATIVE COVENANTS:

The Borrower covenants and agrees not to do the following, from the date of execution of this Agreement and while the DIP Facility remains outstanding without the Lenders' written consent:

(a) create or permit to exist any indebtedness other than: (A) the indebtedness existing as of the date of this Agreement and disclosed to the Lenders in writing, (B) post-filing trade payables, and (C) any indebtedness secured by the Permitted Priority Liens;

(b) create or permit to exist any Lien on any of its properties or assets other than Permitted Liens;

(c) make any investments or acquisitions of any kind, direct or indirect;

(d) make any payment, including, without limitation, any payment of principal, interest or fees, in respect of pre-filing indebtedness, or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Borrower, other than as required or permitted pursuant to the Initial Order or as otherwise expressly permitted under this Agreement;

(e) amalgamate or consolidate with or sell all or substantially all of its assets to any other Person, change its jurisdiction of organization, change its name, or amend its constating documents or enter into any agreement committing to such actions;

(f) make: (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise), or (ii) a retirement, redemption, purchase or repayment or other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon);

(g) (i) enter into, renew, amend or modify any transaction or contractual relationship with any Related Party, or (ii) make any payment with respect to, or perform any obligation under, an agreement with a Related Party;

(h) enter into, renew, amend, modify or assume any employment, consulting or analogous agreement or arrangement with any director, senior or executive officer or senior management of the Borrower or any Related Party, or make any payment to any such Person in respect of any bonus, change of control payment or severance package of any kind whatsoever other than (i) as consented to by the Monitor and approved by the Court on prior notice to the Lenders or (ii) as consented to by the Lenders, acting reasonably;

(i) transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking outside of the ordinary course of business, except for the disposition of obsolete or worn out equipment or assets consistent with past practice;

(j) make any material changes in accounting practices other than those required by any governing regulator;

(k) amend its name or jurisdiction of incorporation;

(l) amend or terminate any Material Contract;

(m) seek, obtain or support any Court Order or any amendment or modification to a Court Order except with the prior written consent of the Lenders, (i) in their sole discretion in respect of any Court Order or amendment thereto relating to the DIP Facility or any other matter that could adversely affect the Lenders, and (ii) acting reasonably in respect of any other Court Order or amendment thereto that may result in a Material Adverse Change vis-à-vis the Lenders;

(n) enter into any ~~new~~ agreements, transactions or arrangements with other parties with whom the Borrower has not previously had a commercial arrangement, outside of the ordinary course of business that may result in a Material Adverse Change vis-à-vis the Lenders; and

(o) seek, obtain or support any ~~other~~ restructuring transaction without the prior written consent of the Lenders that may result in a Material Adverse Change ~~vis-à-vis~~ to the Lenders under this Agreement.

The Borrower covenants and agrees not to settle any material litigation including those involving the Borrower and Ubiquiti Inc. or its affiliates without prior consultation with the Lenders regarding the proposed settlement. For the avoidance of doubt, the required consultation with the Lenders does not require the Lenders' consent or agreement to any proposed settlement.

21. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) failure of the Borrower to pay: (i) principal, interest or other amounts within two (2) Business Days of such amounts becoming due under this Agreement; or (ii) legal and other advisory fees and expenses of the Lenders, within five (5) Business Days of being invoiced therefor;

(b) failure by the Borrower to perform or comply with any of the affirmative covenants contained in Section 19, which such failure to perform or comply remains unremedied after two (2) Business Days (other than in respect of the affirmative covenant contained in Section 19(a) which is subject to the cure period specified in Section 21(a) herein);

(c) failure by the Borrower to perform or comply with any of the negative covenants contained in Section 20;

(d) any representation or warranty by the Borrower made or deemed to be made in this Agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;

(e) issuance of an order without the consent of the Lenders (i) dismissing the CCAA Proceeding or lifting the stay in the CCAA Proceeding to permit the enforcement of any security against the Borrower or the Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Borrower, in each case which order is not stayed pending appeal thereof, and other than in respect of a non-material asset not required for the operations of the Borrower's business; (ii) granting any other Lien in respect of the Collateral that is in priority to or *pari passu* with the Lenders Charge other than as permitted pursuant to this Agreement, (iii) staying, reversing, vacating or otherwise modifying this Agreement, or (vi) staying, reversing, vacating or otherwise modifying any Court Order that may result in a Material Adverse Change vis-à-vis the Lenders;

(f) unless consented to in writing by the Lenders, the expiry without further extension of the stay of proceedings provided for in the Initial Order;

(g) the Borrower ceases (or threatens to cease) to carry on business in the ordinary course;

(h) unless the Lenders have consented thereto in writing, the filing by the Borrower of any motion or proceeding which (i) is not consistent with any provision of this Agreement or, as applicable, (ii) seeks to obtain a charge that shall rank ahead of the DIP Charge, other than the Permitted Liens, (iii) could otherwise reasonably be expected to materially adversely affect the interests of the Lenders, (iv) seeks an order in the CCAA Proceedings or the Chapter 15 Proceeding which, if granted, could reasonably be expected to result in a Material Adverse Change, (v) seeks to continue the CCAA Proceedings under the jurisdiction of a court other than the Court (for clarity, this Event of Default shall not include the commencement of the Chapter 15 Proceeding) or (vi) seeks to initiate any restructuring proceedings other than the CCAA Proceeding in any court or jurisdiction (for clarity, this Event of Default shall not include the commencement of the Chapter 15 Proceeding);

(i) any proceeding, motion or application is commenced or filed by the Borrower, or if commenced by another party, is supported, remains unopposed or otherwise consented to by the Borrower, seeking the approval of any ~~Alternative Transaction~~ transaction requiring approval of Lenders under this Agreement and that is not ~~otherwise~~ approved in writing by the Lenders;

(j) the making by the Borrower of a payment of any kind that is not permitted by this Agreement;

(k) except as stayed by order of the Court, revocation or cancellation of, any Material Contract, or other material licence or permit;

(l) the denial or repudiation by the Borrower of the legality, validity, binding nature or enforceability of (i) this Agreement; or (ii) the pre-filing obligations of the Borrower to the Lenders in their capacity as significant pre-filing creditors of the Borrower under any document governing such obligations;

(m) except as stayed by order of the Court, the entry of one or more final judgments, writs of execution, garnishment or attachment representing a claim in excess of US$250,000, against the Borrower or the Collateral that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after their entry, commencement or levy;

(n) any addition, removal or replacement of directors from the board of directors (other than any resignation) of the Borrower unless acceptable to the Lenders; or

(o) the occurrence of a Material Adverse Change.

22. REMEDIES:

Upon the occurrence and during the continuance of an Event of Default, without any further notice or demand, the Lenders may, in their sole discretion, terminate its commitment under the DIP Facility and declare the obligations owing to them under this Agreement to be immediately due and payable.

Without limiting the foregoing remedies, upon the occurrence and during the continuance of an Event of Default, the Lenders may, in their sole discretion:

(a) on no less than two business days' notice to the Borrower and the Monitor, apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral, or for the appointment of a trustee in bankruptcy of the Borrower;

(b) set-off or combine any amounts then owing by the Lenders to the Borrower against the obligations of the Borrower to the Lenders hereunder;

(c) subject to obtaining an order from the Court granting leave to exercise such remedies on at least two business days' notice to the Borrower and the Monitor, exercise all such other rights and remedies under this Agreement, the Court Orders, the Existing Security and Applicable Law; and

(d) subject to obtaining prior approval from the Court, exercise the powers and rights of a secured party under the Personal Property Security Act (Ontario), or any legislation of similar effect.

23. INDEMNIFICATION:

The Borrower agrees to indemnify and hold harmless the Lenders, their affiliates and their officers, directors, shareholders, employees, agents and advisors (each, an "**Indemnified Person**") from and against any and all suits, actions, proceedings, orders, claims, damages, losses, liabilities and expenses (including reasonable legal fees and disbursements and other costs of investigation or defence, including those incurred upon any appeal) that may be instituted or asserted against or incurred by any such Indemnified Person as a result of or in connection with credit having been extended, suspended or terminated under or in relation to the DIP Facility or the use of the proceeds thereof and the administration of such credit, and in connection with or arising out of ~~the transactions contemplated hereunder and~~ any actions or failure to act in connection therewith including the taking of any enforcement actions by the Lenders and including any and all environmental liabilities and reasonable legal costs and expenses arising out of or incurred in connection with disputes between or among the Borrower and Lenders; provided that such indemnity will not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross or intentional fault of such Indemnified Person. All such indemnified amounts, if not immediately paid by the Borrower upon demand, will be secured by the Lenders Charge.

24. TAXES:

All loan repayments and prepayments will be made free and clear of any taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"). If any Taxes are required by Applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the Lenders under this Agreement, the amount so payable to the Lenders shall be increased to the extent necessary to yield to the Lenders on a net basis after payment of all Withholding Taxes, the amount payable under this Agreement at the rate or in the amount specified herein and the Borrower shall provide evidence satisfactory to the Lenders that the Taxes have been so withheld and remitted.

If the Borrower pays an additional amount to the Lenders to account for any deduction or withholding, the Lenders shall reasonably cooperate with the Borrower to obtain a refund of the amounts so withheld, including filing income Tax returns in applicable jurisdictions, claiming a refund of such Tax and providing evidence of entitlement to the benefits of any applicable Tax treaty. The amount of any refund so received, and interest paid by the Tax authority with respect to any refund, shall be paid over by the Lenders to the Borrower. If reasonably requested by the Borrower, the Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the Lenders shall cooperate with the Borrower to minimize the amount of deductions or withholdings required.

The Borrower will reimburse the Lenders for any costs incurred by the Lenders in performing their obligations under this Agreement resulting from any change in law, including, without limitation, any reserve or special deposit requirements or any Tax or capital requirements or any change in the compliance of the Lenders therewith that has the effect of increasing the cost of funding to the Lenders or reducing their effective rate of return on capital.

25. FURTHER ASSURANCES:

The Borrower shall, at its own expense, from time to time, do execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Lenders may reasonably request for the purpose of giving effect to this Agreement.

26. CURRENCY: Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States and all funds and payments contemplated under this Agreement shall be in United States dollars.

27. JUDGMENT CURRENCY: If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.

The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lenders under this Agreement shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lenders of any sum adjudged to be so due in the Other Currency, the Lenders may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lenders in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lenders, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lenders in the Original Currency, the Lenders shall remit such excess to the Borrower.

28. GOVERNING LAW: This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

29. AMENDMENTS: No amendment of this Agreement shall be effective unless signed by all parties hereto.

30. ENTIRE AGREEMENT: This Agreement and the schedules hereto constitute the entire agreement between the Borrower and Lenders relating to the subject matter hereof.

31. NOTICES: Any notice, request or other communication hereunder to any of the parties shall be in writing and be sufficiently given if delivered personally or sent by electronic mail to such party at its address set out on its signature page hereof. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

32. ASSIGNMENT: The Lenders may only assign this Agreement and their rights and obligations hereunder, in whole or in part, or grant a participation in their respective rights and obligations hereunder ~~to any party acceptable to the Lenders in their sole and absolute discretion without notice to or consent from the Borrower.~~ with the prior written consent of the Borrower and on prior notice to the Monitor. Neither this Agreement nor any right or obligation hereunder may be assigned by the Borrower.

33. SEVERABILITY: Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

34. COUNTERPART SIGNATURES: This Agreement may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which when executed and delivered will be deemed to be an original, and all of which when taken together will constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

PERASO TECHNOLOGIES INC.

By: ______________________________
Name:
Title:

ROADMAP CAPITAL GENERAL PARTNER LTD., on its own behalf

By: ______________________________
Name:
Title:

ROADMAP CAPITAL GENERAL PARTNER LTD., as general partner of ROADMAP PERASO LP III (U.S. AND OFFSHORE)

By: ______________________________
Name:
Title:

XCOM LABS, INC.

By: ______________________________
Name:
Title:

SCHEDULE "A"

DEFINED TERMS

"**Administration Charge**" means an administration charge in an aggregate amount not to exceed C$725,000.

"**Alternative Transaction**" means any offer, restructuring, refinancing, recapitalization, sale, liquidation, workout or plan of compromise or arrangement or reorganization of, or in respect of, all or any of the Borrower's assets and liabilities.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"**Borrower**" has the meaning given thereto in Section 2.

"**Business Day**" means any day other than a Saturday, Sunday or any other day in which banks in Toronto, Ontario are not open for business.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Proceeding**" means the Borrower's proceeding under the CCAA.

"**Chapter 15**" means Chapter 15 of Title 11 of the United States Code.

"**Chapter 15 Proceeding**" means the Borrower's proceeding, filed in the United States Bankruptcy Court for the Southern District of New York, by the Monitor as foreign representative of the Borrower, under Chapter 15.

"**Closing Date**" means the date on which all Funding Conditions have been satisfied.

"**Collateral**" means all now owned or hereafter acquired assets and property of the Borrower, real and personal, tangible or intangible.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Court Order**" means any of the Initial Order, and any other orders of the Court entered in connection with the CCAA Proceedings.

"**Default**" means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

"**DIP Facility**" has the meaning given thereto in Section 4.

"**Directors' Charge**" means a directors and officers liability charge in an amount not to exceed C$650,000.

"**Event of Default**" has the meaning given thereto in Section 21.

"**Facility Amount**" has the meaning given thereto in Section 4.

“**Filing Date**” means the date of commencement of the CCAA Proceedings.

“**Financing Obligations**” has the meaning given thereto in Section 12(a).

“**First Advance**” has the meaning given thereto in Section 5.

“**Funding Conditions**” has the meaning given thereto in Section 12.

“**Governmental Authority**” means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

“**Initial Order**” means an initial order of the Court pursuant to which the Borrower shall commence the CCAA Proceedings.

“**DIP Order”** means the order of the Court approving this Agreement and the Lenders Charge;

“**Lenders**” has the meaning given thereto in Section 3.

“**Lenders’ Charge**” has the meaning given thereto in Section 12(a).

“**Liens**” means all liens, hypothecs, charges, mortgages, trusts, deemed trusts (statutory or otherwise), encumbrances and security interests of every kind and nature whatsoever.

“**Material Adverse Change**”: means any change, condition, event or occurrence, which, when considered individually or together with all other changes, conditions, events or occurrences, could reasonably be expected to have a material adverse effect on: (i) the financial condition, business, performance, operation, assets or property of the Borrower as a whole; (ii) the ability of the Borrower to timely and fully perform any of its material obligations under this Agreement, or any Court Order; or (iii) the validity or enforceability of this Agreement, or the rights and remedies of the Lenders under this Agreement;

“**Material Contract**” means any contract, licence or agreement: (i) to which the Borrower is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of the Borrower; and (iii) which the Borrower cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

“**Maturity Date**” has the meaning given thereto in Section 7

“**Monitor**” has the meaning given thereto in Section 16.

“**Permitted Liens**” means (i) the Administration Charge; (ii) the Lenders Charge; (iii) any charges created under the Initial Order or other order of the Court in the CCAA Proceedings subsequent in priority to the Lenders Charge and approved in writing by the Lenders in their sole discretion, including for greater certainty, the Directors’ Charge.

“**Permitted Priority Liens**” means (i) the Administration Charge; (ii) any amounts payable by the Borrower for wages, vacation pay, employee deductions, sales Tax, excise Tax, Tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income Tax and workers compensation claims, in each case solely to the extent such amounts are given priority by Applicable Law and only to the extent that the priority of such amounts has not been subordinated to the Lenders Charge granted by the Court.; and (iii) Directors' Charge.

"**Person**" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"**Related Party**" means in respect of any Person, such Person's affiliates and the directors, officers, partners, members, trustees, employees, controlling Persons, agents, administrators, managers, representatives and advisors of such Person and of such Person's affiliates.

"**Second Advance"** has the meaning given thereto in Section 5.

SCHEDULE "B"

DRAWDOWN REQUEST

TO: Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. (the "**Lenders**")

FROM: PERASO TECHNOLOGIES INC. (the "**Borrower**")

DATE: ____________________, 2020

Pursuant to the debtor-in-possession credit agreement dated as of June 25, 2020 (as amended, restated and otherwise modified from time to time, the "**Credit Agreement**") between the Lenders and the Borrower, the Borrower is required as a condition precedent to the advance of the Facility Amount to deliver this Drawdown Request to the Lenders. Unless otherwise defined herein, all capitalized terms used in this Drawdown Request will have the meanings given to such terms in the Credit Agreement.

The Borrower hereby certifies that:

(a) the representations and warranties set forth in Section 18 of the Credit Agreement are true and accurate in all material respects as of the date hereof, as though made on and as of the date hereof;

(b) it is in compliance with the covenants and all other terms and conditions set forth in the Credit Agreement, other than those that have been waived in writing by the Lenders; and

(c) no Default or Event of Default has occurred and is continuing nor will the making of the requested advance result in the occurrence of any such event.

The Borrower hereby requests an advance under the DIP Facility and directs the Lenders to make such advance as follows:

Date of advance:	____________________, 2020
Total Facility Amount:	US$●
Bank Account Information:	●

IN WITNESS WHEREOF the undersigned has executed this Drawdown Request on the date first above written.

PERASO TECHNOLOGIES INC.

By: ______________________________

Name:
Title:

SCHEDULE "C"

LENDERS' COMMITMENTS

LENDER	COMMITMENT	PERCENTAGE OF FACILITY
Roadmap Capital General Partner Ltd.	[redacted]	[redacted]
Roadmap Peraso LP III (U.S. and Offshore)	[redacted]	[redacted]
XCOM Labs, Inc.	[redacted]	[redacted]

SCHEDULE "D"

SIDE LETTER RE XCOM LABS, INC.

June 25, 2020

XCOM Labs, Inc.
9450 Carroll Park Dr.
San Diego, CA
92121

RE: Set-off arrangements vis-à-vis XCOM Principal Amount and XCOM Milestone Payments (each as defined below)

Dear Sirs/Mesdames:

Reference is made to:

(a) the debtor-in-possession credit agreement dated June 25, 2020 among Peraso Technologies Inc. ("**Peraso**"), Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc. ("**XCOM**"), as may be amended from time to time (the "**DIP Credit Agreement**"), pursuant to which the Lenders (as defined in the DIP Credit Agreement), including XCOM, agreed to furnish Peraso with financing by way of a secured non-revolving credit facility in the aggregate principal amount of [redacted] of which an aggregate principal amount of [redacted] will be advanced by XCOM (the "**XCOM Principal Amount**"), in order to fund certain of Peraso's cash requirements during the pendency of Peraso's proceedings under the *Companies' Creditors Arrangement Act* (Canada); and

(b) the software and firmware licence and development agreement dated February 13, 2020 between Peraso and XCOM, as may be amended from time to time (the "**S&L Agreement**"), to which is appended a statement of work, as may be amended from time to time (the "**SOW**"), pursuant to which Peraso agreed [redacted] in exchange for certain milestone payments by XCOM totalling [redacted] (the "**XCOM Milestone Payments**"), such XCOM Milestone Payments to be paid on the achievement by Peraso of development milestones in accordance with the SOW (the "**Development Milestones**", and the payment dates in respect of such Development Milestones, the "**Development Milestone Payment Dates**");

The undersigned hereby agree as follows:

1. To the extent Peraso achieves a Development Milestone (for the sake of clarity, including without limitation acceptance of any deliverable by XCOM as provided for achieving the Development Milestone) as contemplated in the SOW prior to the Maturity Date (as defined in the DIP Credit Agreement), thus triggering an XCOM Milestone Payment by XCOM to Peraso, the XCOM Principal Amount shall be set-off and reduced on the Development Milestone Payment Date by an amount equivalent to the XCOM Milestone Payment (collectively, the "**Set-Off**"). On or immediately following the date of such Set-Off, Peraso shall send a notice to the Lenders (as defined in the DIP Credit Agreement) informing them of: (a) the amount which was the subject of the Set-Off; and

(b) the new XCOM Principal Amount after the Set-Off for purposes of the DIP Credit Agreement.

2. Any amounts which are the subject of Set-Off on a Development Milestone Payment Date will not accrue interest on and after such date.

3. Peraso will settle in cash on the Maturity Date (as defined in the DIP Credit Agreement) any outstanding portion of the XCOM Principal Amount and/or any interest amounts which may be owing thereon (to the extent such amounts are then owing).

4. Notwithstanding any other provision of the DIP Credit Agreement or any other agreement entered into by and among Peraso and any other creditor with respect to the matters of the DIP Credit Agreement, XCOM's participation in the DIP Credit Agreement shall be exclusively as an individual lender. Towards that end, the rights of XCOM under the DIP Credit Agreement shall not be affected or impeded in any way by the appointment of a lenders' agent for lenders other than XCOM and XCOM shall maintain sole and exclusive discretionary control of its position as an individual lender under the DIP Credit Agreement to Peraso.

5. If and to the extent that any provisions of this letter conflict with the DIP Credit Agreement, the S&L Agreement or the SOW, the provisions hereof shall prevail.

6. This letter may only be amended, supplemented or otherwise modified by a written agreement signed by each of the undersigned.

7. No waiver of any of the provisions of this letter will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this letter will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

8. If any provision of this letter is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this letter and the remaining provisions will remain in full force and effect.

9. This letter is governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

10. This letter may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this letter.

[Signature page follows.]

Yours truly,

PERASO TECHNOLOGIES INC.

By: ______________________________
Authorized Signing Officer

ACKNOWLEDGED AND AGREED as of the date first above written.

XCOM LABS, INC.

By: ______________________________
Authorized Signing Officer

Summary Report	
Title	**compareDocs Comparison Results**
Date & Time	7/2/2020 8:39:39 AM
Comparison Time	4.82 seconds
compareDocs version	v4.3.601.12

Sources	
Original Document	[#111887930] [v8] Peraso -- DIP Financing Credit Agreement.doc
Modified Document	Peraso -- DIP Financing Credit Agreement (Unredacted)(111970915.1).doc

Comparison Statistics	
Insertions	9
Deletions	11
Changes	14
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	34

Word Rendering Set Markup Options	
Name	Office 2016
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERASO TECHNOLOGIES INC.

Court File No.: CV-20-00642010-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SUPPLEMENTARY AFFIDAVIT OF RONALD GLIBBERY AFFIRMED JULY 2, 2020

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