

## Risk Factors Comparison 2024-02-28 to 2023-03-01 Form: 10-K

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Various factors could affect our business, financial condition, results of operations and cash flows. Any of the principal factors described in this section or other risks described elsewhere in this Report could result in a significant or material adverse effect on our business, financial condition, results of operations and cash flows. Additional risk factors not presently known to us or that we currently deem immaterial may also impair our business or results of operations. If any of these factors should materialize, the trading price of our securities and the value of your investment might significantly decline. You should also refer to the explanation of the qualifications and limitations on forward- looking statements under “ Cautionary Note Regarding Forward- Looking Statements ” set forth in the introduction to Part I of this Report. All forward- looking statements made by us are qualified by the risk factors described below. The following is a summary of some of the principal risk factors which are more fully described below.

~~16~~ Risks Related to Our Business, Operations and Industry • Since 2010, we and our Chief Executive Officer, **Chairman of the Board** and President have been involved in continuing litigation with Oracle. ~~An Adverse outcomes and future~~ **adverse outcome-outcomes** in the litigation could result in the payment of substantial attorneys’ fees and / or costs and / or ~~an injunction-injunctions~~ **injunctions** against certain of our business practices. • The Oracle software products that are part of our ongoing **Rimini I** ~~injunction-Injunction~~ **injunction** compliance and **that are the subject of the Rimini II** litigation with Oracle **and the Rimini II Injunction** represent a significant portion of our revenue. ~~16~~ • Our ongoing litigation with Oracle presents challenges for growing our business. • Oracle has a history of litigation against companies offering alternative support programs for Oracle products, **and Oracle could pursue additional litigation with us**. • Economic uncertainties, changes in economic conditions, including rising inflation, or downturns in the general economy or the industries in which our clients operate could disproportionately affect the demand for our products and services and may have a material adverse effect on our business. • The market for independent software support services is relatively undeveloped and may not grow. • We face significant competition for all components of our Solutions Portfolio. • We have had a history of losses and may not achieve or sustain revenue growth or profitability in the future. • **If our retention rates decrease or we do not accurately predict retention rates, our future revenue and results of operations may be harmed.** • **If** we are unable to attract new clients or retain and sell additional products or services to existing clients, our revenue growth will be adversely affected. • Because we recognize revenue from subscriptions over the term of the relevant contract, downturns or upturns in sales are not immediately reflected in full in our results of operations. • **The variability of timing in our sales cycle or our failure to accurately forecast revenue could affect our results of operations and liquidity.** • Our future liquidity and results of operations may be adversely affected by the timing of new orders, the level of client renewals and cash receipts from clients. • The loss of one or more key employees could harm our business. • The failure to attract and retain additional qualified personnel, including sales personnel, or to expand our marketing and sales ~~capacities~~ **capabilities** could prevent us from executing our business strategy. • Our past growth is not indicative of future growth, and, if we grow rapidly, we may not be able to manage our growth effectively. • Our failure to generate significant capital or raise additional capital necessary to fund our operations and invest in new services and products could reduce our ability to compete and could harm our business. • Our business may suffer if it is alleged or determined that our technology infringes others’ intellectual property rights. • Interruptions to or degraded performance of our services, including as a result of interruptions or performance problems with technologies provided by third parties, could result in client dissatisfaction, damage to our reputation, loss of clients, limited growth and reduction in revenue. • **Interruptions or performance problems with SaaS technologies and related services from third parties that we use to operate critical functions of our business, including any deficiencies associated with generative artificial intelligence technologies potentially used by such third parties, may adversely affect our business and operating results.** • We may experience fluctuations in our results of operations due to the sales cycles for our products and services, which makes our future results difficult to predict and could cause our results of operations to fall below expectations or our guidance. ~~• We may be subject to additional obligations to collect and remit sales tax and other taxes, and we may be subject to tax liability, interest and / or penalties for past sales, which could adversely harm our business.~~ • ~~Our reputation and / or business could be negatively impacted by ESG matters and / or our reporting of such matters.~~ • ~~Any actions taken by governments or clients in response to any lingering impacts of the COVID-19 pandemic in the future may have a material adverse effect on our business.~~ • We may need to change our pricing to compete successfully. • If we are not able to scale our business quickly and grow efficiently, our results of operations could be harmed. • Our business will be susceptible to risks associated with global operations as our growth strategy involves further expansion of our sales to clients outside the United States. • Consolidation in our target sales markets is continuing at a rapid pace, which could harm our business. • If there is a widespread shift by clients or potential clients to enterprise software vendors, products and releases for which we do not provide software products or services, our business would be adversely impacted. • Cybersecurity threats continue to increase in frequency and sophistication; if our data security measures are compromised or our services are perceived as not being secure, clients may curtail or cease their use of our services, our reputation may be harmed, and we may incur significant liabilities. • We are subject to governmental and other legal obligations related to privacy, and our actual or perceived failure to comply with such obligations could harm our business. • **If our products and services fail due to defects or other similar problems, and if we fail to correct any defect or other software problems, we could lose clients, become subject to service performance or warranty claims or incur significant costs.** • **If** we are not able to maintain an effective system of internal control over financial reporting, investors could lose confidence in our financial reporting, which could harm our business and have an adverse effect on our stock price. • If we fail

to enhance our brand, our ability to expand our client base will be impaired. • If we fail to adequately protect our proprietary rights, our competitive position could be impaired and we may lose valuable assets, experience reduced revenue and incur costly litigation to protect our rights. • **We may be subject to additional obligations to collect and remit sales tax and other taxes, and we may be subject to tax liability, interest and / or penalties for past sales, which could adversely harm our business.** -17-

• The amount of and ultimate realization of the benefits from the net operating loss carryforwards for income tax purposes is dependent, in part, upon future events, the effects of which cannot be determined; if we are not able to use a significant portion of our net operating loss carryforwards, our profitability could be adversely affected. -17-

• We are a multinational organization, and we could be obligated to pay additional taxes in various jurisdictions. • **Reports published Our reputation and / or business could be negatively impacted by ESG matters and / analysts, including projections in those reports that differ from our or actual results, could adversely affect the price and trading volume of our Common Stock reporting of such matters.**

Risks Related to our Indebtedness, Capitalization Matters and Corporate Governance • Our level of indebtedness and any future indebtedness we may incur may limit our operational and financing flexibility. • The terms of our **Credit credit Facility facility** impose operating and financial restrictions on us. • Our variable rate indebtedness subjects us to interest rate risk, which, along with the phase- out of LIBOR and transition to SOFR, could cause our indebtedness service obligations to increase significantly. • **Our stock repurchase program could affect the price of our Common Stock and increase volatility and may be suspended or terminated at any time, which may result in a decrease in the trading price of our Common Stock.** • The price of our Common Stock may be volatile **and risk compliance with stock exchange requirements.** • Any issuance of Common Stock upon the exercise of remaining warrants will cause dilution to existing stockholders and may depress the market price of our Common Stock. • Certain of our common stockholders can exercise significant control, which could limit our stockholders' ability to influence the outcome of key transactions, including a change of control. • **Future resales of our Common Stock held by significant stockholders may cause the market price of our Common Stock to drop significantly.** • **Our stock repurchase program could affect the price of our Common Stock and increase volatility and may be suspended or terminated at any time, which may result in a decrease in the trading price of our Common Stock.** • We do not currently intend to pay dividends on our Common Stock. • The DGCL and our organizational documents contain provisions that limit the ability of stockholders to take certain actions and could delay or discourage takeover attempts that stockholders may consider favorable. • Our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, stockholders or employees could be limited by our choice of forum in our bylaws.

Risks Related to Litigation We and our Chief Executive Officer, **Chairman of Board** and President have been involved in continuing litigation with Oracle since 2010. **An Adverse outcomes and future adverse outcome outcomes** in the ongoing litigation could result in the payment of substantial attorneys' fees and / or costs and / or **an injunction injunctions** against certain of our business practices, which could have a material adverse effect on our business and financial results. In January 2010, certain subsidiaries of Oracle Corporation (together with its subsidiaries individually and collectively, "Oracle") filed a lawsuit, Oracle USA, Inc. et al v. Rimini Street, Inc. et al (United States District Court for the District of Nevada) (**the " District Court "**) (**" Rimini I "**), against us and our Chief Executive Officer, **Chairman of the Board** and President, Seth Ravin, alleging that certain of our processes (Process 1.0) violated Oracle's license agreements with its customers and that we committed acts of copyright infringement and violated other federal and state laws (**" Rimini I "**). The litigation involved our business processes and the manner in which we provided our services to our clients. After completion of a jury trial in 2015 and subsequent appeals, the final outcome of Rimini I was that Mr. Ravin was found not liable for any claims and we were found liable for only one claim: " innocent infringement, " a jury finding that we did not know and had no reason to know that our former support processes were infringing. The jury also found that the infringement did not cause Oracle to suffer lost profits. We were ordered to pay a judgment of \$ 124. 4 million in 2016, which we promptly paid and then pursued appeals. With interest, attorneys' fees and costs, the total judgment paid by us to Oracle after the completion of all appeals was approximately \$ 89. 9 million. A portion of such judgment was paid by our insurance carriers (for additional information on this topic, see Note 10 to our Consolidated Financial Statements included in Part II, Item 8 of this Report). Since November 2018, we have been subject to a permanent injunction which (**the " Rimini I Injunction "**) prohibits **prohibiting** us from using certain support processes that had been found in Rimini I to " innocently " infringe certain Oracle copyrights (**" Injunction "**). The **Rimini I** Injunction does not prohibit **our the Company's** provision of support services for any Oracle product lines, but rather defines the manner in which **we the Company** can provide support services for certain Oracle product lines. **On In July 10, 2020, Oracle filed a motion to show cause contending that we are were in contempt violation of the Rimini I Injunction, which and we opposed this motion, disputing Oracle's claims. On In January 12, 2022, the District Court issued its findings and order regarding whether we (i) violated the Injunction for certain accused conduct and (ii) should be held in contempt in those instances where the District Court found a violation of the Injunction, and what sanctions, if any, are appropriate. -18- In the order, the District Court ruled in favor of us with respect to five out of ten items. With respect to the other five items, the District Court found that we violated the Rimini I Injunction in five instances, awarded sanctions to Oracle of \$ 0. 6 million and ordered that certain computer files be quarantined from use and notice and proof of such quarantining be provided to Oracle. The District Court also ruled that Oracle may recover -18- its reasonable attorneys' fees and costs. We reserve reserved all rights, including appellate rights, with respect to the District Court rulings and findings. On February 7, 2022, we We complied with the order regarding the quarantining of certain computer files a notice of. We subsequently appeal appealed in the District Court, commencing an appeal of the District Court's January 12, 2022 decision to the Ninth Circuit Court of Appeals (" Court of Appeals "). On February 8, 2022, the District Court stayed the briefing Briefing on Oracle's bill recovery of attorneys' fees and costs was stayed by the District Court until our appeal is resolved. Oral argument on our appeal was resolved. In August 2023, the Court of Appeals issued its decision on our appeal of the five items for which the District Court held us in San Francisco contempt, affirming the District Court's contempt findings on February four of the five items and reversing the District Court's finding of contempt on the fifth**

item. In addition, the Court of Appeals vacated the District Court's order to the extent that it read the **Rimini I Injunction** to prohibit "de minimis" copying, as well as vacated and remanded the sanctions award to the District Court for recalculation in light of its reversal of the contempt finding on the fifth item. In October 2023, on remand, the District Court filed an order imposing a recalculated award against us, reducing the sanctions originally awarded to Oracle by \$ 0. 1 million and reimposing the remaining \$ 0. 5 million sanctions award. We previously paid \$ 0. 6 million to Oracle during the year ended matter remains pending in front of the Court of Appeals. At this time, we believe that we are in substantial compliance with the Injunction and have complied with the order regarding the quarantining of certain computer files. As of December 31, 2022 for the sanctions award, and Oracle reimbursed us \$ 0. 1 million in November 2023 for the portion of the sanctions award that was reduced. The District Court also established a briefing schedule for Oracle's bill of reasonable attorneys' fees and costs relating to this matter. In November 2023, Oracle filed a motion requesting attorneys' fees, taxable costs and non-taxable costs totaling approximately \$ 12. 2 million relating to the contempt proceedings through September 30, 2023, plus an additional amount to be estimated relating to additional attorneys' fees and costs incurred during the months of October and November 2023 in preparing the motion, once paid. In December 2023, we have and Oracle submitted a joint stipulation and proposed order (the "Stipulation") with the District Court resolving Oracle's November 2023 motion. Per the Stipulation, the parties agreed to a resolution of Oracle's motion upon the Company's payment of approximately \$ 9. 7 million to Oracle no later than December 8, 2023, which amount was paid by us on December 7, 2023, rendering Oracle's November 2023 motion moot. Also per the Stipulation, the parties requested that the District Court consider Oracle's motion withdrawn and agreed that we would forego any remaining appellate rights with respect to this matter. We had previously accrued \$ 6. 9 million for as an estimate related to Oracle's reasonable attorneys' fees and costs for relating to this matter, which resulted in the Company incurring an incremental expense of \$ 2. 8 million. Regarding our estimate for reasonable attorneys' fees and costs, significant judgment is required to determine the year ended December 31 amount of loss related to this matter as the outcome is inherently unpredictable and subject to uncertainties. We reserve all rights, including appellate rights 2023. Accordingly, with respect to upon order of the District Court dated December 6, 2023 withdrawing Oracle's rulings motion and findings in the payment by us of the amount described above, all matters relating to the July 2020 contempt proceedings have been resolved matter, including any award of legal fees and costs. At this Oracle may file additional contempt motions against us at any time, we to attempt to enforce its interpretation of the Injunction or if it has reason to believe that we are not in substantial compliance with the **Rimini I** express terms of the Injunction. Such contempt proceedings or any judicial finding of contempt could result in a material adverse effect on our business and financial condition. In addition, the existence of the Injunction, alone, or the District Court's January 12, 2022 order, could dissuade clients from purchasing or continuing to purchase our services. If we are obligated to pay substantial civil assessments arising from any finding of contempt, this could reduce the amount of cash flows available to pay principal, interest, fees and other amounts due under our Credit Facility, which could result in an event of default, in which case the lenders could demand accelerated payment of principal, accrued and unpaid interest, and other fees. We cannot provide assurances that we will have sufficient assets which would allow us to repay such indebtedness in full at such time. As a result, we could be forced into bankruptcy or liquidation. In October 2014, we filed a separate lawsuit, *Rimini Street Inc. v. Oracle Int'l Corp.*, in the District Court against Oracle seeking a declaratory judgment that our revised "Process 2. 0" support practices, in use since at least July 2014, do did not infringe certain Oracle copyrights ("Rimini II"). Our operative complaint asserts asserted declaratory judgment, tort, and statutory claims, including a request for injunctive relief against Oracle's operative for unfair competition in violation of the California Unfair Competition Law. Oracle asserted counterclaim counterclaims including asserts declaratory judgment and copyright infringement claims, violations of the Digital Millennium Copyright Act ("DMCA") and Lanham Act, breach of contract, and business tort violations with respect to. On September 15, 2020, the District Court issued an order resolving the parties' motions for summary judgment. It found infringement of 17 Oracle-PeopleSoft copyrights for work we performed for a discrete set of "gap customers" that were supported by processes litigated in *Rimini I*, and that became our customers after *Rimini I* was filed. The District Court also found infringement of four Oracle-PeopleSoft copyrights involving support of two specific clients, described by the District Court as "limited cases" and involving "limited circumstance[s]". There was no finding of infringement on any other Oracle copyrights at issue. branded products, including **J. Edwards, Siebel, Oracle Database and Oracle E-Business Suite ("EBS")**. In mid-October 14, 2022, attorneys for Oracle confirmed that Oracle would withdraw withdrew all of its monetary damages claims against us and our Chief Executive Officer, Chairman of the Board and President, Mr. Ravin, in *Rimini II* and moved to proceed with a bench trial instead of a jury trial for its claims for equitable relief. The As ordered by the District Court, on October 21, 2022, the parties filed a stipulation to dismiss with prejudice the *Rimini II* claims affected by Oracle's decision, including all of Oracle's monetary damages claims against us and Mr. Ravin. On October 24, 2022, the District Court entered an order granting the Stipulation on October 24, 2022, dismissing with prejudice Oracle's claims in *Rimini II* "for monetary relief of any kind under any legal theory [, ] including but not limited to claims for damages, restitution, unjust enrichment, and engorgement [-... -]." In addition, Oracle's claims for breach of contract, inducing breach of contract and an accounting were dismissed with prejudice. Per the Stipulation, meaning that the parties claims (including for monetary damages) have each reserved been dismissed on the their merits right to seek attorneys' fees and that / or costs to the extent permissible by law judgment rendered is final. Prior to the date of the District Court's order granting the Stipulation dismissing with prejudice all of Oracle's claims for monetary relief, no damages of any kind were awarded by the District Court in *Rimini II*. Whether The parties each reserved the right to seek or object to any attorneys' fees and / or costs to the extent permissible by law. Following a bench trial that concluded in December 2022, the parties submitted their proposed findings of fact and conclusions of law to the District Court in February 2023.- 19- In July 2023, the District Court issued its findings of fact and conclusions of law in

Rimini II, accompanied by a permanent injunction against us (the “ Rimini II Injunction ”) which, as set forth in detail below, is subject to an administrative stay and is not currently effective. The District Court found infringement as to Oracle’s PeopleSoft and Oracle Database products but did not find infringement as to Oracle’s EBS, Siebel and J. D. Edwards products, further ordering that we were entitled to a declaration of non- infringement for Oracle’s EBS product. The District Court also found in favor of Oracle on its DMCA and Lanham Act claims, enjoining us from making certain statements and prohibiting certain actions in connection with the manner of marketing, selling and providing services to clients of the Oracle products in question as further described below, and on indirect and vicarious copyright infringement claims against our Chief Executive Officer, Chairman of the Board and President, Mr. Ravin. The District Court denied our California Unfair Competition Law claim and other declaratory judgment claims. In late July 2023, we filed a notice of appeal in the District Court, commencing an appeal of the District Court’s July 2023 Rimini II judgment and Injunction. Shortly thereafter, we filed an emergency motion with the District Court to stay enforcement of the Rimini II Injunction pending our appeal of the Rimini II judgment and Injunction. In August 2023, the District Court issued an order denying our emergency motion to stay the Rimini II Injunction pending our appeal with the Court of Appeals and granting an administrative stay of the Rimini II Injunction pending the outcome of a motion to stay to be filed by us with the Court of Appeals. We have filed the separate motion to stay the Rimini II Injunction with the Court of Appeals, asserting that certain provisions of the Rimini II Injunction are vague and overbroad, that the District Court committed legal error, that certain provisions would require us to commit criminal acts to comply with its terms, and that the Rimini II Injunction would cause us and third parties “ irreparable harm, ” among other grounds. In September 2023, the Court of Appeals issued an order holding our appeal of the District Court’s decision in Rimini II in abeyance pending the District Court’s resolution of a motion filed by Oracle in August 2023 to amend the Rimini II judgment regarding an update, technical specification and tool related to Oracle’s EBS software product. The District Court denied Oracle’s motion to amend on January 9, 2024. On January 18, 2024, the Ninth Circuit issued an order lifting the stay of our appeal. Our opening brief is due March 4, 2024. Oracle’s answering brief is due April 3, 2024. Our optional reply brief is due within 21 days after service of Oracle’s answering brief. The Ninth Circuit court staff has informed the parties that the three- judge panel would like to hold oral argument on our appeal on June 5, 2024 in San Francisco, and counsel for both parties have confirmed their availability for the argument on that date. As of the date of this Report, the Court of Appeals has not issued a decision on our motion to stay the Rimini II Injunction. Accordingly, the Rimini II Injunction, as issued by the District Court, is currently stayed by the District Court, meaning that it is not currently effective. The Rimini II Injunction is primarily directed at Oracle’s PeopleSoft software product and, if effective, would limit, but not fully prohibit, the support services we can provide our clients using Oracle’s PeopleSoft software product. Among other things, the Rimini II Injunction requires us to immediately and permanently delete certain PeopleSoft software environments, files and updates identified in the Rimini II Injunction, as well as to delete and immediately and permanently discontinue use of certain Company- created automated tools. The Rimini II Injunction also prohibits using, distributing, copying, or making derivative works from certain files, and it prohibits the transfer or copying of PeopleSoft files, updates, and modifications, and portions of PeopleSoft software that are developed, tested, or exist in one client’s systems to our systems or another client’s systems. The Rimini II Injunction also specifies that we shall not remove, alter or omit any Oracle copyright notices or other Oracle copyright management information from any file that contains an Oracle copyright notice and prohibits us from publicly making statements or statements substantially similar to those the District Court found to be “ false and misleading, ” which are listed in the Rimini II Injunction. While we plan to continue to vigorously pursue a stay of the Rimini II Injunction pending appeal and our appeal of the Rimini II judgment and Injunction, we are unable to predict the timing or outcome of these matters. No assurance is or can be given that we will succeed in our efforts to stay the Rimini II Injunction in full or in part pending appeal or that we will prevail in all or part of our Rimini II appeal. In November 2023, Oracle filed a motion with the District Court requesting attorneys’ fees and taxable costs of approximately \$ 70. 6 million relating to the Rimini II litigation. We filed our opposition to Oracle’s motion on February 20, 2024. In our opposition, we argued that the District Court should deny Oracle’s motion in its entirety. We further argued that, should the District Court award any attorneys’ fees and / or costs to Oracle, such fees should not exceed \$ 14. 5 million. Oracle’s reply is due on March 15, 2024. As of the date of this Report, a decision about whether to award any attorneys’ fees and / for- or costs to Oracle, and, if so, the amounts, has not been made by the District Court. There were no monetary damages included in We reserve all rights, including appellate rights, with respect to the District Court’s judgment rulings and findings in Rimini II. -19- Although we continue to evaluate our liability and exposure, we do not currently believe that it is probable that an award of attorneys’ fees and costs to Oracle representing a material loss will occur. However, our judgment on whether a loss is probable, reasonably possible, or remote, and our estimates of probable loss amounts, may differ from actual results due to the inherent uncertainties associated with predicting the outcome of a decision on Oracle’s motion. It is reasonably possible that the District Court could award Oracle attorneys’ fees and costs in an amount that could have a material adverse impact on our financial position, results of operations and cash flows. The Rimini II bench trial began Injunction, if reinstated, would affect certain support services delivered by us to clients receiving support for Oracle’s PeopleSoft products and is expected to result in additional future period costs, among other potential impacts. However, these costs are not currently estimatable and are required to be recorded when incurred. Accordingly, we have made no associated accrual Las- as Vegas of December 31, 2023. Required changes to how support services are delivered to our PeopleSoft clients could have a material adverse impact on November 29 our financial position , results of operations and cash flows. The percentage of revenue derived from services we provide solely for Oracle’s PeopleSoft software product was approximately 8 % of our total revenue

for the year ended December 31, 2022-2023. Oracle may file additional contempt motions against us at any time to attempt to enforce its interpretation of the Rimini I Injunction and concluded/ or the Rimini II Injunction or if it has reason to believe we are not in compliance with the express terms of the Rimini I Injunction and / or the Rimini II Injunction. Such contempt proceedings or any judicial finding of contempt could result in a material adverse effect on December 15, 2022 our business and financial condition. The parties submitted In addition, their-- the existence proposed findings of fact and conclusions of law to the Rimini I Injunction, the Rimini II Injunction, the District Court on February 23, 's January 2022 order and / or the District Court's July 2023 order could dissuade clients from purchasing or continuing to purchase our services. If we are obligated to pay substantial civil assessments arising from any finding of contempt, this could reduce the amount of cash flows available to pay principal, interest, fees and other amounts due under our credit facility dated July 20, 2021, as amended (our "Credit Facility"), which could result in and- an event of default, in which case the lenders could demand accelerated payment of principal, accrued and unpaid interest, and the other matter remains pending fees. We cannot provide assurances that we will have sufficient assets which would allow us to repay such indebtedness in full at such time. As a result, we could be forced into bankruptcy or liquidation. We could be required to pay substantial attorneys' fees and / or costs in connection with litigation relating to our current or past business activities and / or be enjoined from certain business practices. Any of these outcomes could result in a material adverse effect on our business and financial condition, and the pendency of the litigation alone could dissuade clients from purchasing or continuing to purchase our services. If we are obligated to pay substantial attorneys' fees and / or costs to Oracle as a result of the District Court's rulings in Rimini II, or are enjoined from certain business practices, this could reduce the amount of cash flows available to pay principal, interest, fees and other amounts due under our Credit Facility, which could result in an event of default, in which case the lenders could demand accelerated payment of principal, accrued and unpaid interest, and other fees. If we default in our payment obligations under the Credit Facility and the indebtedness under the Credit Facility were to be accelerated, there can be no assurance that our assets would be sufficient to repay such indebtedness in full, and we could be forced into bankruptcy or liquidation. Our business has been and may continue to be materially harmed by this litigation and Oracle's conduct. During the course of these cases, we anticipate there will be additional rulings by the District Court in Rimini II, with respect to attorneys' fees and costs and the District Court in the contempt proceedings, and the Court of Appeals in both the contempt proceedings and in Rimini II in connection with hearings, motions, decisions, and other matters, as well as other interim developments related to the litigations- litigation. If securities analysts or investors regard these rulings as negative, the market price of our Common Stock may continue to decline, which stock price volatility may result in other legal claims against us and potentially create risk of noncompliance with Nasdaq minimum trading price requirements. If current or prospective clients regard these rulings as negative, it could negatively impact our new client sales or renewal sales. While we plan to continue to vigorously litigate the pending matters in our the contempt proceedings and in Rimini II appeal, we are unable to predict the timing or outcome of these matters. No assurance is or can be given that we will prevail on any appeal, contempt proceeding, claim, or counterclaim. See the section titled "Legal Proceedings" in Part I, Item 3 and Note 10 to our Consolidated Financial Statements included in Part II, Item 8 of this Report for more information related to this litigation.

- 21- The Oracle software products that are part of our ongoing Rimini I Injunction compliance and that are the subject of the Rimini II litigation with Oracle and the Rimini II Injunction represent a significant portion of our current revenue. The In addition to the ongoing litigation with Oracle over compliance with the Injunction that is in place, Oracle filed counterclaims in Rimini II relating to our Injunction currently limits, but does not fully prohibit, the support services for Oracle's PeopleSoft, J. D. Edwards, Siebel, E-Business Suite, and Database software products. For the year ended December 31, 2022, approximately 63% of our revenue was derived from the support services that we can provide for our clients using Oracle's PeopleSoft, J. D. Edwards, Siebel, E-Business Suite and Database software products- product. The percentage of revenue derived from services we provide solely for Oracle's PeopleSoft software only product was approximately 9-8% of our total revenue during this same period for the year ended December 31, 2023. For the year ended December 31, 2023, approximately 64% of our total revenue was derived from services provided to our clients using Oracle software products. Although we provide support services for additional Oracle product lines that are not subject to the Rimini I Injunction and litigation with Oracle or the Rimini II Injunction, as well as for software products provided by companies other than Oracle, our current revenue depends significantly on the product lines that are the subject of the Rimini I Injunction and Rimini II litigation Injunction. Should Oracle prevail on its claims in we not obtain a stay of the Rimini II Injunction pending or our appeal of the District Court's ruling, should a our appeal in Rimini II fail or should any additional contempt proceeding on the Rimini I Injunction result in a final order holding us in contempt, implicating processes for which we have not previously modified the way we provide our support services, we could be required to change the way we provide support services to some of our clients, which could result in the loss of clients and revenue, and may also give rise to claims for compensation from our clients, and require us to incur additional costs in order to comply with a final Rimini II injunction, any of which could have a material adverse effect on our business, financial condition and results of operations. We have experienced challenges growing our business as a result of our ongoing litigation with Oracle. Many of our existing and prospective clients have expressed concerns regarding our ongoing litigation and, in some cases, have been subjected to various negative communications by Oracle in connection with the litigation. We have experienced in the past, and may continue to experience in the future, volatility and slowness in acquiring new clients, as well as clients not renewing their agreements with us, due to these challenges relating to our ongoing litigation with Oracle. Further, certain of our prospective and existing clients may be subject to additional negative communications from software vendors. We have taken steps to minimize disruptions to our existing and prospective clients regarding the litigation, but we continue to face challenges growing our business while the litigation remains ongoing. In certain cases, we have agreed to pay certain liquidated damages to our clients if we are no longer able to provide services to these clients, and / or reimburse our clients and our former lenders for their reasonable legal fees

incurred in connection with any litigation- related subpoenas and depositions or to provide certain client indemnification or termination rights if any outcome of litigation results in our inability to continue providing any of the paid- for services. In addition, we believe the length of our sales cycle is longer than it otherwise would be due to prospective client ~~20~~ diligence on possible effects of the Oracle litigation on our business. We cannot provide assurances that we will continue to overcome the challenges we face as a result of the litigation and continue to renew existing clients or secure new clients. Additionally, the existence of this ongoing litigation, including the ~~July~~ **January 12, 2022-2023** District Court order, could negatively impact the value of our equity securities, and could negatively impact our ability to raise additional equity or debt financing, **as well as result in other legal claims against us**. We are self- insured for any costs related to any current or future intellectual property litigation, although we maintain and have tendered our errors and omissions insurance coverage for the wrongful acts alleged in Oracle's **Rimini I Injunction** contempt proceeding ~~in order~~ to seek determinations of a duty to defend. We obtained a determination of a duty to defend with respect to our primary errors and omission insurance carrier ~~and are seeking a determination of a duty to defend by one of our excess errors and omissions insurance carriers~~. We cannot provide assurances that we will prevail on ~~this claim or any other~~ similar claims that we may tender in the future. While we currently believe our cash on hand, accounts receivable and contractually committed backlog provides us with liquidity to cover attorneys' fees and related costs, such as travel, hotels, and consultants, associated **with the** ongoing litigation with Oracle, we cannot assure our liquidity will be sufficient. Oracle has **been active in litigating against companies that have offered competing maintenance and support services for their products. For example, in March 2007, Oracle filed a** ~~Oracle filed a~~ lawsuit against SAP and its wholly- owned subsidiary, TomorrowNow, Inc. After a jury verdict awarding Oracle \$ 1.3 billion, the parties stipulated to a final judgment of \$ 306 million subject to appeal. After the appeal, the parties settled the case in November 2014 for \$ 356.7 million. In February 2012, Oracle filed suit against ServiceKey, Inc. and settled the case in October 2013 after the District Court issued an injunction against ServiceKey and its CEO. Oracle also filed suit against CedarCrestone Corporation in September 2012 and settled the case in July 2013. TomorrowNow and CedarCrestone offered maintenance and support for Oracle software products, and Service Key ~~- 22-~~ offered maintenance and support for Oracle technology products. Given Oracle's history of litigation against companies offering alternative support programs for Oracle products, **and Oracle could pursue additional litigation with..... alternative support programs for Oracle products,** we can provide no assurance, regardless of the outcome of our current litigations with Oracle, that Oracle will not pursue additional litigation against us. Such additional litigation could be costly, distract our management team from running our business and reduce client interest and our sales revenue. Other Risks Related to Our Business, Operations and Industry Economic uncertainties, changes in economic conditions, including rising inflation, or downturns in the general economy or the industries in which our clients operate, may result in increased costs of operations, could disproportionately affect the demand for our products and services and could negatively impact our results of operations. General worldwide economic conditions have experienced significant fluctuations in recent years, and market volatility and uncertainty remain widespread, with the expectation that inflation ~~(including hyperinflation)~~, other economic challenges and possible recession will be exacerbated for an extended period. Inflation has accelerated in the U. S. and globally ~~due in part to global supply chain issues, a rise in energy prices, fiscal and monetary policies adopted during the COVID- 19 pandemic and continued strong consumer demand~~. An inflationary environment may increase our and our clients' cost of labor due to higher wages, as well as result in higher financing costs and / or higher supplier prices for both us and our clients. As a result, we and our clients may find it difficult to accurately forecast and plan future business activities. In addition, these conditions could cause our clients or prospective clients to reduce their IT budgets, which could decrease corporate spending on our products and services, resulting in delayed and lengthened sales cycles, a decrease in new client acquisition and loss of clients. Furthermore, during challenging economic times, our clients may face issues with their cash flows and in gaining timely access to sufficient credit or obtaining credit on reasonable terms, which could impair their ability to make timely payments to us, impact client renewal rates and adversely affect our revenue. **In addition, further disruptions in the U. S. banking sector could impact certain of our clients' ability to access their existing cash, which could also impair their ability to make timely payments to us, adversely affecting our revenue.** If such conditions occur, we may be required to increase our reserves, allowances for doubtful accounts and write- offs of accounts receivable, and our results of operations would be harmed. We cannot predict the timing, strength or duration of any economic slowdown or recovery, whether global, regional or within specific markets. If the conditions of the general economy or markets in which we operate worsen, our business could be harmed. In addition, even if the overall economy improves, the market for our products and services may not experience growth. Moreover, multiple events, including changes in U. S. trade policies and responsive changes in policy by foreign jurisdictions, **geopolitical developments, including the economic disruption continuing to be caused by the Israel- Hamas conflict, the Russian invasion of Ukraine in early 2022 and recent political and trade turmoil with China and elsewhere, and** governmental and multinational organizations' responses to the COVID- 19 pandemic ~~and geopolitical developments and uncertainty in the European Union and elsewhere, such as the current conflict between Russia and Ukraine,~~ ~~21~~ have increased levels of political and economic unpredictability globally, and may increase the volatility of global financial markets and the global and regional economies. The market for independent enterprise software support services is still relatively undeveloped, has not yet achieved widespread acceptance and may not grow quickly or at all. Our success will depend to a substantial extent on the willingness of companies to engage a third party such as us to provide software support services for their enterprise software. Many enterprise software licensees remain hesitant to use a third party to provide such support services, choosing instead to rely on support services provided by the enterprise software vendor. Other enterprise software licensees have invested substantial personnel, infrastructure and financial resources in their own organizations with respect to support of their licensed enterprise software products and may choose to self- support with their own internal resources instead of purchasing services from the enterprise software vendor or an independent provider such as ourselves. Particularly because our market is relatively undeveloped, we must address any potential clients' concerns and explain the benefits of our approach to convince them of the

value of our services. If companies are not sufficiently convinced that we can address their concerns and that the benefits of our services are compelling, then the market for our services may not develop as we anticipate, and our business will not grow. We face significant competition for the services comprising each component of our Solutions Portfolio, from both enterprise software vendors and other companies offering independent enterprise software support, products and services, as well as from software licensees that attempt to self-support, which may harm our ability to add new clients, retain existing clients and grow our client base across all of our Solutions Portfolio offerings. Our current and potential competitors across each component of our Solutions Portfolio, which include enterprise software vendors, may have significantly more financial, technical, sales and marketing teams and other resources than we have, may be able to devote greater resources to the development, promotion, sale and support of their products and services, may have more extensive customer bases and broader customer relationships than we have and may have longer operating histories and greater name recognition than we have. Specifically, we face intense competition from enterprise software vendors, such as Oracle and SAP, who provide software support for their own products, as well as from other competitors who ~~- 23-~~ provide independent enterprise software support, products and services. Competitors, including enterprise software vendors, have offered, and may continue to offer, discounts to companies to whom we have marketed our services. In addition, competitors, including enterprise software vendors, may take other actions in an attempt to maintain their business, including changing the terms of their customer agreements, the functionality of their support, products or services, or their pricing terms. For example, starting in the second quarter of 2017 Oracle has prohibited us from accessing its support websites to download software updates on behalf of our clients who are authorized to do so and permitted to authorize a third party to do so on their behalf. In addition, the support, license or other contractual policies of our future and current competitors, including Oracle and SAP, may include clauses that penalize customers that choose to use our or any independent provider's services or products. Further, the contractual policies of enterprise software vendors, such as Oracle and SAP, may contain clauses that penalize customers that seek to return to the software vendor to purchase new licenses following a departure from the software vendor's support program. In addition, our current and potential competitors may develop and market new technologies that render our existing or future enterprise software support, products or services less competitive or obsolete. Finally, we also face competition from software licensees that choose to self-support. Competition could significantly impede our ability to sell our enterprise support, products and services on terms favorable to us, and we may need to decrease the prices for our support, products or services to remain competitive. If we are unable to maintain our current pricing due to competitive pressures, our margins will be reduced and our results of operations will be negatively affected. There are also several smaller support services vendors in the independent enterprise software support services market with whom we compete with respect to certain of our support services. We expect competition to continue to increase in the future, particularly if we prevail in **our appeal of the District Court's order and injunction in** Rimini II, which could harm our ability to increase sales, maintain or increase renewals and maintain our prices. In addition, certain providers of independent enterprise software support, products and services may have or may develop more strategic relationships with enterprise software vendors, which may allow them to compete more effectively than us over the long term. To the extent any of our competitors have existing relationships with potential clients for any component of our Solutions Portfolio, those potential clients may be unwilling to purchase our services because of those existing relationships, which could cause the demand for our services to be substantially impacted. Further, our competitors may attempt to use the Oracle litigation and the existence of the **Rimini I Injunction and the Rimini II** Injunction described above under the section titled "Risks Related to Litigation," to dissuade certain of our prospective or existing clients from purchasing or continuing to purchase any or all of the components of our Solutions Portfolio, including our enterprise software support services. ~~- 22-~~ We have had a history of losses and may not achieve or sustain revenue growth or profitability in the future. Further, if we are unable to attract new clients or retain and / or sell additional products or services to our existing clients, our revenue growth could be adversely affected. We recorded a net ~~loss~~ **income** of \$ ~~2-26~~ **5-1** million for the year ended December 31, ~~2022-2023~~, and we had an accumulated deficit of \$ ~~228-202~~ **3-2** million as of December 31, ~~2022-2023~~. We will need to generate and sustain increased revenue levels in future periods while managing our costs to be profitable, and, even if we do, we may not be able to maintain or increase our level of profitability. To increase our revenue, we must add new clients, secure renewals or service extensions by existing clients on terms favorable to us and sell additional products and services to existing clients. As competitors introduce low-cost and / or differentiated services that are perceived to compete with ours, or as enterprise software vendors introduce competitive pricing or additional products and services or implement other sales strategies to compete with us, our ability to sell to new clients and renew agreements with existing clients based on pricing, service levels, technology and functionality could be impaired. In addition, certain of our existing clients may choose to license a new or different version of enterprise software from an enterprise software vendor, and such clients' license agreements with the enterprise software vendor will typically include a minimum one-year mandatory maintenance and support services agreement. In such cases, it is unlikely that these clients would renew their maintenance and support services agreements with us, at least during the early term of the license agreement. In addition, such existing clients could move to another enterprise software vendor, product or release for which we do not offer any products or services. As a result, we may be unable to renew or extend our agreements with existing clients or attract new clients or new business from existing clients on terms that would be favorable or comparable to prior periods, which could have an adverse effect on our revenue and growth. Additionally, we intend to continue to expend significant funds to expand our sales and marketing operations, enhance our service offerings, expand into new markets, launch new product offerings and meet the ~~increased~~ compliance requirements associated with our operations as a public company. Our efforts to grow our business may be costlier than we expect, and we may not be able to increase our revenue enough to offset our higher operating expenses. Further, many companies with which we compete have larger and longer-tenured sales and marketing teams, which may impact the ability to grow our business, which could have an adverse effect on our revenue and growth. If we are unable to achieve and sustain revenue growth or profitability, the market price of our securities may significantly decrease. ~~- 24-~~ If our retention rates decrease, or we do not accurately predict retention

rates, our future revenue and results of operations may be harmed. Our clients have no obligation to renew their product or service subscription agreements with us after the expiration of a non- cancelable agreement term. In addition, the majority of our multi- year, non- cancelable client agreements are not pre- paid other than the first year of the non- cancelable service period. We may not accurately predict retention rates for our clients. Our retention rates may decline or fluctuate as a result of a number of factors, including our clients' decision to license a new product or release from an enterprise software vendor, our clients' decision to move to another enterprise software vendor, product or release for which we do not offer products or services, ~~any remaining impact of the COVID- 19 pandemic and~~ global economic conditions, including rising inflation and interest rates, ~~on~~ our clients' businesses, client satisfaction with our products and services, the acquisition of our clients by other companies, ~~and~~ clients going out of business. If our clients do not renew their agreements for our products and services or if our clients decrease the amount they spend with us, our revenue will decline and our business will suffer. In addition, certain of our existing clients may choose to license a new or different version of enterprise software from an enterprise software vendor, and such clients' license agreements with the enterprise software vendor will typically include a minimum one- year mandatory maintenance and support services agreement. In such cases, it is unlikely that these clients would renew their maintenance and support services agreements with us, at least during the early term of the license agreement. In addition, such existing clients could move to another enterprise software vendor, product or release for which we do not offer any products or services. As a subscription- based business, we recognize revenue over the service period of our contracts. As a result, much of our reported revenue each quarter results from contracts entered into during previous quarters. Consequently, while a shortfall in demand for our products and services or a decline in new or renewed contracts in any one quarter may not significantly reduce our revenue for that quarter, it could negatively affect our revenue in future quarters and full year periods. Accordingly, the effect of significant downturns in new sales, renewals or extensions of our service agreements for a quarter will not be reflected in full in our results of operations until future periods. Our revenue recognition model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new clients must be recognized over the applicable service contract term.

~~-23-~~Due to the variability of timing in our sales cycle, if we fail to forecast our revenue accurately, or if we fail to match our expenditures with corresponding revenue, our results of operations and liquidity could be adversely affected. The variability of the sales cycle for the evaluation and implementation of our products and services, which typically has been six to twelve months once a client is engaged, may cause us to experience a delay between increasing operating expenses for such sales efforts, and the generation of corresponding revenue. Accordingly, we may be unable to prepare accurate internal financial forecasts or replace anticipated revenue that we do not receive as a result of delays arising from these factors. As a result, our results of operations and liquidity in future reporting periods may be significantly below the expectations of the public market, securities analysts or investors, which could negatively impact the price of our Common Stock. Due to the collection of cash from our clients before services are provided, our revenue is recognized over future periods when there are no corresponding cash receipts from such clients. Accordingly, our future liquidity depends upon the ability to continue to attract new clients and to enter into renewal arrangements with existing clients. If we experience a decline in orders from new clients or renewals from existing clients, our revenue may continue to increase while our liquidity and cash levels decline. Any such decline, however, will negatively affect our revenues in future quarters. Accordingly, the effect of declines in orders from new clients or renewals from existing clients may not be fully reflected in our results of operations and cash flows until future periods. Comparing our revenues and operating results on a period- to- period basis may not be meaningful, as it may not be an indicator of the future sufficiency of our cash and cash equivalents to meet our liquidity requirements. You should not rely on our past results as an indication of our future performance or liquidity. We rely on our management team and other key employees, including our Chief Executive Officer, **Chairman of the Board** and President, and the loss or disability of one or more key employees could harm our business. Additionally, the failure to attract and retain additional qualified personnel, including sales personnel, or to expand our marketing and sales capabilities could prevent us from executing our business strategy. ~~- 25-~~ The loss of or a disability that would prevent our Chief Executive Officer, **Chairman of the Board** and President or any of our key senior members of management from substantially performing their duties could have a material adverse effect on our business, operating results and financial condition, particularly if we are unable to hire and integrate suitable replacements on a timely basis. Mr. Ravin has been under long- standing medical care for kidney disease, which includes ongoing treatment. Although Mr. Ravin' s condition has not adversely impacted his performance as Chief Executive Officer, **Chairman of the Board** and President or on the overall management of the Company, we can provide no assurance that his condition will not affect his ability to perform the role of Chief Executive Officer, **Chairman of the Board** and President in the future. Further, as we continue to grow our business, we will continue to adjust our senior management team to best address our growth opportunities. If we are unable to attract or retain the right individuals for the team, it could hinder our ability to grow our business and could disrupt our operations or otherwise have a material adverse effect on our business. We do not maintain key man life insurance on any of our employees. Furthermore, to execute our business strategy, we must attract and retain highly qualified personnel, including sales personnel. Our ability to increase our client base and achieve broader market acceptance of our services will depend to a significant extent on our ability to expand our marketing and sales operations. We plan to continue expanding our sales force globally. We are experiencing a very competitive recruiting environment, creating difficulty in hiring and retaining sufficient numbers of highly skilled sales personnel and other employees with appropriate qualifications. In particular, we have experienced extreme hiring competition in the San Francisco Bay Area, where we have a significant amount of operations, but also face extremely competitive hiring environments across the United States and the other countries in which we operate. Our efforts to attract, develop, integrate and retain highly skilled employees with appropriate qualifications may be compounded by intensified restrictions on travel ~~(including restrictions implemented during a pandemic or similar circumstance)~~, immigration, or the availability of work visas. Many companies with which we compete for experienced personnel have greater resources and less stock price volatility than we do. In making employment decisions, job candidates often consider the value of the equity



incentives they are to receive in connection with their employment. If the price of our stock continues to experience significant volatility, our ability to attract or retain qualified employees will be adversely affected. In addition, as we continue to expand into new geographic markets, there can be no assurance that we will be able to attract and retain the required management, sales, marketing and support services personnel to profitably grow our business. If we fail to attract highly qualified new sales and other personnel or fail to retain and motivate our current personnel, our growth prospects could be severely harmed. ~~-24-~~ Moreover, our sales personnel typically take an average of between nine to twelve months before any new sales personnel can operate at the capacity typically expected of experienced sales personnel. This ramp cycle, combined with our typical six- to twelve- month sales cycle for engaged prospects, means that we will not immediately recognize a return on this investment in our sales results. In addition, the cost to acquire clients is high due to the cost of these marketing and sales efforts. Further, the cost of marketing and sales efforts will likely increase as we continue to offer new products and services, as even our experienced sales personnel will need to receive specialized training on our new offerings. Our business may be materially harmed if our efforts do not generate a corresponding increase in revenue. We may not achieve anticipated revenue growth from expanding our sales force if we are unable to hire, develop and retain talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time or if our sales and marketing programs are not effective. Our past growth is not indicative of our future growth, and if we grow rapidly, we may not be able to manage our growth effectively. Our revenue grew from \$ ~~374-409~~ . ~~4-7~~ million for the year ended December 31, ~~2021-2022~~ to \$ ~~409-431~~ . ~~7-5~~ million for the year ended December 31, ~~2022-2023~~ , representing a period over period increase of ~~9-5~~ % . You should not consider our past growth as indicative of our future performance. We believe growth of our revenue depends on a number of factors, including our ability to: • price our products and services effectively so that we are able to attract new clients and retain existing clients without compromising our profitability; • introduce our products and services to new geographic markets; • introduce new enterprise software products and services supporting additional enterprise software vendors, products and releases; • satisfactorily conclude any Oracle- related litigation and any other litigation or governmental inquiry that may occur; and • increase awareness of our company, products and services on a global basis. We may not successfully accomplish all or any of these objectives. ~~-26-~~ In addition, our historical ~~rapid~~ growth has placed and may continue to place significant demands on our management and our operational and financial resources. Our organizational structure is becoming more complex as we add additional staff, and we will need to improve our operational, financial and management controls, as well as our reporting systems and procedures. Further, we believe that our corporate culture has been a critical component of our success. We have invested substantial time and resources in building our team and nurturing our culture. As we continue to expand our business and operate as a public company, we may find it difficult to maintain our corporate culture while managing our employee growth. We will require significant capital expenditures and the allocation of valuable management resources to grow and change in these areas without undermining our corporate culture of rapid innovation, teamwork and attention to client service that has been central to our growth. Any failure to manage our anticipated growth and related organizational changes in a manner that preserves our culture could negatively impact future growth and achievement of our business objectives. Our failure to generate significant capital through our operations or raise additional capital necessary to fund and expand our operations, invest in new services and products, and service our debt could reduce our ability to compete and could harm our business. We may need to incur additional debt under our Credit Facility and / or raise additional capital beyond what is available under our Credit Facility if we cannot fund our growth or service our debt through our operating cash flows. Should this occur, we may not be able to obtain additional debt or additional equity financing on favorable terms, if at all, which could harm our business, results of operations and financial condition. We are also subject to certain restrictions for future financings as discussed in the risk factor “ The terms of our Credit Facility impose operating and financial restrictions on us. ” If we raise additional equity financing, our stockholders may experience significant dilution of their ownership interests and the value of our Common Stock could decline. If we engage in additional debt financings, the holders of the debt securities or lenders would have priority over the holders of our Common Stock. We may also be required to accept terms that further restrict our ability to incur additional indebtedness, take other actions that would adversely impact the short- term price of our Common Stock, or force us to maintain specified liquidity or other ratios, any of which could harm our business, results of operations and financial condition and reduce the value of our Common Stock. ~~-25-~~ Our business may suffer if it is alleged or determined that our technology infringes the intellectual property rights of others. The software industry is characterized by the existence of a large number of patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights. Companies in the software industry are often required to defend against claims and litigation alleging infringement or other violations of intellectual property rights. Many of our competitors and other industry participants have been issued patents and / or have filed patent applications and may assert patent or other intellectual property rights within the industry. Our ongoing litigation with Oracle relates in part to copyright infringement claims and, from time to time, we may receive threatening letters or notices alleging infringement or may be the subject of claims that our services and underlying technology infringe or violate the intellectual property rights of others .

**Further, while we generally prohibit the use of generative artificial intelligence (AI) technologies by our employees and currently do not use generative AI technologies in our products or service offerings, the unauthorized use of generative AI technologies by our employees may result in allegations or claims against us related to violations of third- party intellectual property rights, unauthorized access to or use of proprietary information and / or failure to comply with the terms of third- party licensing agreements .** Any allegation of infringement, whether innocent or intentional, can adversely impact marketing, sales and our reputation. Interruptions to or degraded performance of our service could result in client dissatisfaction, damage to our reputation, loss of clients, limited growth and reduction in revenue. Our software support agreements with our clients generally guarantee a 10- minute response time with respect to certain high- priority issues. If we do not meet the 10- minute guarantee, our clients may in some instances be entitled to liquidated damages, service credits or refunds. To date, no such payments have been made. We also deliver tax, legal and regulatory updates to our clients. If there are

inaccuracies in these updates, or if we are not able to deliver them on a timely basis to our clients, our reputation may be damaged, and we could ~~face claims~~ **be found liable** for ~~compensation from~~ **damages to** our clients and potentially lose clients. Any interruptions or delays in our service, whether as a result of third- party error, our own error, natural disasters or other catastrophic events, security breaches or a result of any other issues, whether accidental or willful, could harm our relationships with clients and cause our revenue to decrease and our expenses to increase. Also, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. These factors, in turn, could further reduce our revenue, subject us to liability, cause us to pay liquidated damages, issue credits or cause clients not to renew their agreements with us, any of which could materially adversely affect our business. ~~-27-~~ We depend and rely on SaaS technologies and related services from third parties in order to operate critical functions of our business and interruptions or performance problems with these technologies or services, **including any deficiencies associated with generative artificial intelligence technologies potentially used by such third parties**, may adversely affect our business and operating results. We depend and rely on software- as- a- service, or SaaS, technologies and related services from third parties ~~in order~~ to operate critical functions of our business, including billing and order management, financial accounting services, and ~~customer- client~~ relationship management services. If these services become unavailable due to extended outages or interruptions, security vulnerabilities, or cyber- attacks, because they are no longer available on commercially reasonable terms or prices, or due to other unforeseen circumstances, our expenses could increase, our ability to manage these critical functions could be interrupted, and our processes for and ability to manage sales of our products, recognize revenue, and support our ~~customers- clients~~ could be impaired, all of which could adversely affect our business and operating results. **Further, our third- party vendors and service providers may use generative artificial intelligence (AI) technologies or systems, and ineffective or inadequate generative AI development or deployment practices by such third- party vendors and service providers could result in unintended consequences such as reputational damage, legal liabilities or loss of user confidence or business. The algorithms and models used in generative AI technologies and systems may have limitations, including biases, errors, or inability to handle certain data types or scenarios. In addition, there is a risk of system failures, disruptions or vulnerabilities that could compromise the integrity, security or privacy of the generated content, including the use of cyberattacks against emerging technologies, such as forms of generative AI.** Our results of operations have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control, including seasonality linked to certain of the sales cycles for our products and services. Historically, our sales cycle has been tied to the renewal dates for our clients' existing and prior vendor support agreements for the products that we support. Because our clients make support vendor selection decisions in conjunction with the renewal of their existing support agreements with Oracle and SAP, among other enterprise software vendors, we have experienced an increase in business activity during the quarterly periods in which those agreements are up for renewal. However, because we have introduced and intend to continue to introduce products and services for additional software products that do not follow the same renewal timeline or pattern, our past results may not be indicative of our future performance, and comparing our results of operations on a period- to- period basis may not be meaningful. Also, if we are unable to engage a potential client before its renewal date for software support services in a particular year, it will likely be at least another year before we would have the opportunity to engage that potential client again, given that such potential client likely had to renew or extend its existing support agreement for at least an additional year' s worth of service with its existing support provider. Furthermore, our existing clients generally renew their agreements with us at or near the end of each calendar year, so we have also experienced and expect to continue to experience heavier renewal rates in the fourth quarter. ~~-26-~~ We may not be able to accurately forecast the amount and mix of future product and service subscriptions, revenue and expenses, and as a result, our results of operations may fall below our estimates or the expectations of securities analysts and investors. If our revenue or results of operations fall below the expectations of investors or securities analysts, or below any guidance we may provide, the price of our Common Stock could decline. **There is an increasing focus from..... 7 of this Report for additional information.** We may need to change our pricing models to compete successfully. We currently offer our clients support services for a fee that is equal to a percentage of the annual fees charged by the enterprise software vendor; therefore, changes in such vendors' fee structures would impact the fees we would receive from our clients. If the enterprise software vendors offer deep discounts on certain services or lower prices generally, we may need to ~~-27-~~ change our pricing models, which could have an adverse effect on our results of operations. In addition, our other product and service offerings, such as our Rimini ONE integrated services, have pricing models that use a variety of different metrics and formulas as compared to our support solutions. To the extent that we do not have substantial experience with pricing such new products and services, we may need to adjust our pricing models for these offerings over time to ensure that we remain competitive and realize a return on our investment in developing these new products and services. If we do not adapt our pricing models as necessary or appropriate, our revenue could decrease and adversely affect our results of operations. We may not be able to scale our business systems quickly enough to meet our clients' growing needs, and if we are not able to grow efficiently, our results of operations could be harmed. ~~-28-~~ As enterprise software products become more advanced and complex, we will need to devote additional resources to innovating, improving and expanding our offerings to provide relevant products and services to our clients using these more advanced and complex products. In addition, we will need to appropriately scale our internal business systems and our global operations and client engagement teams to serve our growing client base, particularly as our client demographics expand over time. Any such expansion may be expensive and complex, requiring financial investments, management time and attention. Any failure of or delay in these efforts could adversely affect the quality or success of our services and negatively impact client satisfaction, resulting in potential decreased sales to new clients and possibly lower renewal rates by existing clients. We could also face inefficiencies or operational failures as a result of our efforts to scale our infrastructure. There can be no assurance that the expansion and improvements to our infrastructure and systems will be fully or effectively implemented within budgets or on a timely basis, if at all. Any failure to efficiently scale our business could result in

reduced revenue and increased expenditures and adversely impact our operating margins and results of operations. Because our long-term growth strategy involves further expansion of our sales to clients outside the United States, our business will be susceptible to risks associated with global operations, including currency exchange rate fluctuations. A significant component of our growth strategy involves the further expansion of our operations and client base outside the United States. Accordingly, our international revenue grew from \$ ~~174.194.63~~ million for the year ended December 31, ~~2021~~ ~~2022~~ to \$ ~~194.211.35~~ million for the year ended December 31, ~~2022~~ ~~2023~~, an increase of \$ ~~19.17.72~~ million or ~~11.9~~%. We currently have subsidiaries outside of the United States in Australia, Brazil, Canada, UAE (Dubai), France, Germany, Hong Kong, India, Israel, Japan, Korea, Malaysia, Mexico, Netherlands, New Zealand, Poland, Singapore, Sweden, Taiwan and the United Kingdom, which focus primarily on selling our services in those regions. In the future, we may expand to other locations outside of the United States. Our current global operations and future initiatives will involve a variety of risks, including among others:

- changes in a specific country's or region's political or economic conditions;
- the occurrence of catastrophic events, including natural disasters, that may disrupt our business;
- changes in regulatory requirements, taxes or trade laws or the imposition of trade sanctions;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into currency exchange rate hedging transactions;
- more stringent regulations relating to data security, such as where and how data can be housed, accessed and used, and the unauthorized use of, or access to, commercial and personal information;
- differing labor regulations, especially in countries and geographies where labor laws are more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations;
- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits and compliance programs as well as hire and retain local management, sales, marketing and support personnel, along with the ability to recapture costs to open up new geographies;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- increased logistics, travel, real estate, infrastructure and legal compliance costs associated with global operations;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general preferences for local vendors;
- limited or insufficient intellectual property protection;
- war, political instability or terrorist activities, including geopolitical actions specific to an international region, such as the **ongoing geopolitical** conflict between **Russia-Israel** and **Ukraine-Hamas**;
- exposure to liabilities under anti-corruption and anti-money laundering laws, including the United States Foreign Corrupt Practices Act and similar laws and regulations in other jurisdictions; and ~~28~~ adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our exposure in operating our business globally with the risks noted above and the unique challenges of each new geography increase the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our global operations and are unable to do so successfully and in a timely manner, our business and results of operations will be adversely affected. Consolidation in our target sales markets is continuing at a rapid pace, which could harm our business in the event that our clients are acquired and their agreements are terminated, or not renewed or extended. ~~29~~ Consolidation among companies in our target sales markets has been robust in recent years, and this continuing trend poses a risk for us. If such consolidation rates continue, we expect that some of the acquiring companies will terminate, renegotiate and elect not to renew our agreements with the clients they acquire, which may have an adverse effect on our business and results of operations. If there is a widespread shift by clients or potential clients to enterprise software vendors, products and releases for which we do not provide software products or services, our business, financial condition and results of operations would be adversely impacted. Our current revenue is primarily derived from the provision of support services for Oracle and SAP enterprise software products. If other enterprise software vendors, products and releases emerge to take substantial market share from current Oracle and SAP products and releases we support, and we are unable to, or do not, offer products or services for such vendors, products or releases, demand for our products and services may decline or our products and services may become obsolete. Developing new products and services to address different emerging enterprise software vendors, products and releases could take a substantial investment of time and financial resources, and we cannot guarantee that we will be successful. If fewer clients use enterprise software products for which we provide products and services, and we are not able to provide services for new vendors, products and releases, our business may be adversely impacted. We continue to invest resources in research and development to enhance our current product and service offerings, and other new offerings that will appeal to clients and potential clients, for example, our partnership with Salesforce to support SaaS solutions, our Application Management Services (AMS) for SAP and Oracle products and our Rimini ONE integrated services. The development of new product and service offerings may not generate sufficient revenue to offset the increased research and development expenses and may not generate gross profit margins consistent with our current margins. Also, our new product and service offerings may be in markets that are more competitive than markets for our existing product and service offerings, making it more difficult to introduce them to clients and potential clients effectively or provide them profitably. If our new or modified products, services or technology do not work as intended, are not responsive to client needs or industry or regulatory changes, are not appropriately timed with market opportunity, or are not effectively brought to market, we may lose existing and prospective clients or related opportunities, in which case our financial condition and results of operations may be adversely impacted, and if we are not successful in implementing any new product and service offerings, we may need to write off the value of our investment in such offerings. Cybersecurity threats continue to increase in frequency and sophistication; if our data security measures are compromised or unauthorized access to or misuse of client data occurs, our services may be perceived as not being secure, clients may curtail or cease their use of our services, our reputation and our business may be harmed, and we may incur significant liabilities. Our services sometimes involve accessing, processing, sharing, using, storing and transmitting proprietary information and protected data of our clients. We rely on proprietary and commercially available systems, software, tools and monitoring, as well as other processes, to provide security for accessing,

processing, sharing, using, storing and transmitting such information and data. If our security measures are compromised as a result of third-party action, employee, vendor or client error, malfeasance, stolen or fraudulently obtained log-in credentials or otherwise, our reputation could be damaged, our business and our clients may be harmed, and we could incur significant liabilities. Cyberattacks continue to increase in frequency and in magnitude generally, and these threats are being driven by a variety of sources, including nation-state sponsored espionage and hacking activities, industrial espionage, organized crime, sophisticated organizations and hacking groups and individuals. Furthermore, due to ~~geopolitical~~ tensions related to the ~~ongoing geopolitical conflict~~ **ongoing geopolitical conflicts such as** between Russia and Ukraine ~~and developments in China~~, the risk of cyber-attacks may be elevated. We have been the subject of cybersecurity threats and expect such threats to continue in the future. In addition, if the security measures of our clients are compromised, even without any actual compromise of our own systems or security measures, we may face negative publicity or reputational harm if our clients or anyone else incorrectly ~~–29–~~ attributes the blame for such security breaches to us, our products and services, or our systems. We may also be responsible for repairing any damage caused to our clients' systems that we support, and we may not be able to make such repairs in a timely manner or at all. We may be unable to **fully** anticipate or prevent techniques used to obtain unauthorized access or to sabotage systems because they change frequently and generally are not detected until after an incident has occurred. As we increase our client base and our brand becomes more widely known and recognized, we may become more of a target for third parties seeking to compromise our systems or security measures or gain unauthorized access to our clients' proprietary information and protected data as was the case in a 2021 successful phishing incident where we were a victim, which resulted in some unauthorized ~~–30–~~ sharing of client addresses and outstanding billing data information, but did not significantly impact our business or client relationships. Although we attempt to **identify, mitigate and manage** these risks by employing a number of measures, including insurance, monitoring of our systems and networks, employee training and maintenance of backup and protective systems, our systems, networks, products and services remain potentially vulnerable to increasingly sophisticated advanced persistent threats that may have a material effect on our business. In addition, the devotion of additional resources to the security of our information technology systems in the future could significantly increase the cost of doing business or otherwise adversely impact our financial results. In addition, many governments have enacted laws requiring companies to notify individuals of data security incidents involving certain types of personal data, and some of our clients contractually require notification of any data security compromise. In the event of a data security compromise, we may have difficulty **timely** complying with notification requirements that are unreasonably short or burdensome. **SEC rules and potential other applicable legislative action will require public disclosure of material** ~~Security security~~ **Security security** compromises experienced by our clients, by our competitors or by us ~~may lead to public disclosures~~, which may lead to widespread negative publicity. Any data security compromise in our industry, whether actual or perceived, could harm our reputation, erode client confidence in the effectiveness of our security measures, negatively impact our ability to attract new clients, cause existing clients to elect not to renew their agreements with us, or subject us to third party lawsuits, government investigations, regulatory fines or other action or liability, all or any of which could materially and adversely affect our business, financial condition and results of operations. We cannot provide assurances that any limitations of liability provisions in our contracts for a security breach would be enforceable or adequate or would otherwise protect us from any such liabilities or damages with respect to any particular claim. Further, certain of our contracts do not contain limitations of liability specific to security breaches, which could expose us to significant liabilities or damages, all or any of which could materially and adversely affect our business, financial condition and results of operations. We also cannot be sure that our existing general liability insurance coverage and coverage for errors or omissions will continue to be available on acceptable terms or will be available in sufficient amounts to cover one or more claims, or that the insurer will not deny coverage as to any future claim. The successful assertion of one or more claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of substantial deductible or co-insurance requirements, could have a material adverse effect on our business, financial condition and results of operations. We are subject to governmental and other legal obligations related to privacy and security, and our actual or perceived failure to comply with such obligations could harm our business. As an expanding global company, we are subject to the laws and regulations of numerous jurisdictions worldwide regarding accessing, processing, sharing, using, storing, transmitting, disclosure and protection of personal data, the scope of which are constantly changing, subject to differing interpretation and related to jurisdictions where we have operations, ~~customers~~ **clients**, or where we conduct marketing, and such laws may be inconsistent between countries or in conflict with other laws, legal obligations or industry standards. For example, the General Data Protection Regulation ("**GDPR**") in the European Union ("**EU**"), creates a broad range of requirements and imposes substantial penalties for non-compliance, including possible fines of up to 4 % of global annual revenue for the preceding financial year or € 20 million (whichever is higher) for the most serious infringements. We are also subject to certain requirements in other international jurisdictions with or developing strong privacy and security legislation, as well as expanding U. S. state law, including the California Consumer Privacy Act of 2018, the California Privacy Rights Act of 2020, the Virginia Consumer Data Protection Act of 2021 (effective Jan 1, 2023), the Colorado Consumer Privacy Act of 2021 (effective July 1, 2023), as well as privacy and security legislation in other states, including Nevada, each of which add to the range of privacy- and security- related compliance requirements. We generally comply with industry standards and strive to comply with all applicable legal obligations relating to privacy, data protection and security, but it is possible that these laws and other legal obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with industry standards or our practices or may be mandated at a pace that exceeds our ability to comply. Compliance with such requirements may be costly and may require us to modify our business practices, which could adversely affect our business and profitability. Any failure or perceived failure by us to comply ~~–30–~~ with these laws, policies or other obligations may result in governmental enforcement actions or litigation against us, with potential consequences such as fines and other expenses related to such governmental actions, an order requiring that we change our data practices or business practices, and

could cause our clients to lose trust in us, any of which could have an adverse effect on our business. **Further, the unauthorized use of generative artificial intelligence (AI) technology by our workforce may pose potential risks relating to the protection of data, including cybersecurity risk, exposure of our and our clients' proprietary confidential information to unauthorized recipients and the misuse of our or third-party intellectual property.** - 31- If our products and services fail due to defects or similar problems, and if we fail to correct any defect or other software problems, we could lose clients, become subject to service performance or warranty claims or incur significant costs. Our products and services and the systems infrastructure necessary for the successful delivery of our products and services to clients are inherently complex and may contain material defects or errors unknown to us. We have from time to time found defects in our products and services after delivery to our customers and may discover additional defects in the future. In particular, we have developed our own tools and processes to deliver comprehensive tax, legal and regulatory updates tailored for each client, which we endeavor to deliver to our clients in a shorter timeframe than our competitors, which may result in an increased risk of material defects or errors occurring. We may not be able to detect and correct all defects or errors before clients begin to use our products and services, as some may be unknown. Consequently, defects or errors may be discovered after our products and services are provided and used. These defects or errors could also cause inaccuracies in the data we collect and process for our clients, or even the loss, damage or inadvertent release of such confidential data. Even if we are able to implement fixes or corrections to our tax, legal and regulatory updates in a timely manner, any history of defects or inaccuracies in the data we collect for our clients, or the loss, damage or inadvertent release of such confidential data could cause our reputation to be harmed, and clients may elect not to renew, extend or expand their agreements with us and subject us to service performance credits, warranty or other claims or increased insurance costs. The costs associated with any material defects or errors in our products and services or other performance problems may be substantial and could materially adversely affect our financial condition and results of operations. If we are not able to maintain an effective system of internal control over financial reporting, current and potential investors could lose confidence in our financial reporting, which could harm our business and have an adverse effect on our Common Stock price. We have had material weaknesses in our internal control over financial reporting. **As in the past as described under "Controls and Procedures" in Part II, Item 9A of our historical periodic reports filed with the SEC. We remediated the 2021 Form 10-K, our management concluded that we had a material weakness weaknesses in our internal control over financial reporting as of March 31, 2021 and December 31, 2020, due to inadequate controls in relation to improperly applying the accounting guidance for our GP Sponsor Private Placement Warrants, recognizing the warrants as equity instead of as a liability. As described under "Controls and Procedures" in Part II, Item 9A of our 2021 Form 10-K, we remediated the material weakness in relation to the accounting for our GP Sponsor Private Placement Warrants;** however, we cannot provide assurance that material weaknesses in our internal control over financial reporting will not be identified in the future. **We** ~~With respect to controls over revenue accounting procedures, we intend to continue to work on automating our processes, especially around Accounting Standards Codification 606 ("ASC 606"), Revenue from Contracts with Customers, as well as to continue to enhance our review processes around new and renewal contracts. In addition, we are required to have our independent registered public accounting firm attest to and report on management's assessment of the effectiveness of our internal control over financial reporting. If we are unable to conclude that we have effective internal control over financial reporting, or if our independent registered public accounting firm is unable to provide us with an attestation and an unqualified report as to the effectiveness of our internal control over financial reporting, investors could lose confidence in the reliability of our financial statements, which could result in a decrease in the value of our securities. For further information regarding our controls and procedures, see "Controls and Procedures" in Part II, Item 9A-4 of this Report. If we fail to enhance and protect our brand, our ability to expand our client base will be impaired and our financial condition may suffer. We believe that our development and protection of the Rimini Street brand is critical to achieving widespread awareness of our products and services, and as a result, is important to attracting new clients and maintaining existing clients. We also believe that the importance of brand recognition will increase as competition in our market increases. Successful promotion of our brand will depend largely on the effectiveness of our marketing efforts and on our ability to provide reliable products and services at competitive prices, as well as the outcome of our ongoing litigation with Oracle. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brand. If we fail to successfully promote, maintain and protect our brand, our business could be adversely impacted.~~ -31- Our success depends, in part, upon protecting our proprietary products, services, knowledge, software tools and processes. We rely on a combination of copyrights, trademarks, service marks, trade secret laws and contractual restrictions to establish and protect our proprietary rights. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Any of our copyrights, trademarks, service marks, trade secret rights or other intellectual property rights may be challenged by others or invalidated through administrative process or litigation. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy or use information that we regard as proprietary to create products and services that compete with ours. In addition, the laws of some countries do not protect proprietary rights to the **- 32-** same extent as the laws of the United States. To the extent we expand our global activities, our exposure to unauthorized copying and use of our brand, processes and software tools may increase. We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to and distribution of our proprietary intellectual property. Further, these agreements may not prevent our competitors from independently developing products and services that are substantially equivalent or superior to our products and services. Although we have been successful in the past, there can be no assurance that we will receive any additional patent protection for our proprietary software tools and processes. Even if we were

to receive patent protection, those patent rights could be invalidated at a later date. Furthermore, any such patent rights may not adequately protect our processes, our software tools or prevent others from designing around our patent claims. To protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce our intellectual property rights could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our products, processes and software tools against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our products and services, impair the functionality of our products and services, delay introductions of new products and services, result in our substituting inferior or more costly technologies into our products and services, or injure our reputation. State, local and foreign jurisdictions have differing and complex rules and regulations governing sales, use, value-added and other taxes, and these rules and regulations can be subject to varying interpretations that may change over time. In particular, the applicability of such taxes to our products and services in various jurisdictions is unclear. Further, these jurisdictions' rules regarding tax nexus are complex and can vary significantly. As a result, we could face the possibility of tax assessments and audits, and our liability for these taxes and associated interest and penalties could exceed our original estimates. Should these jurisdictions determine that we should be collecting additional sales, use, value-added or other taxes, it could result in substantial tax liabilities and related penalties for past sales, discourage clients from purchasing our products and services or otherwise harm our business and results of operations. The amount of and ultimate realization of the benefits from the net operating loss carryforwards for income tax purposes is dependent, in part, upon the tax laws in effect, our future earnings, and other future events, the effects of which cannot be determined; if we are not able to use a significant portion of our net operating loss carryforwards, our profitability could be adversely affected. We have United States federal and state net operating loss carryforwards due to prior period losses, which could expire unused and be unavailable to offset future income tax liabilities, which could adversely affect our profitability. In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, our ability to utilize net operating loss carryforwards or other tax attributes in any taxable year may be limited if we experience an "ownership change." A Section ~~32~~-382 "ownership change" generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws in the United States. While our ownership changes to date have not triggered any limitations under Section 382, it is possible that any future ownership changes or issuances of our capital stock, could have a material effect on the use of our net operating loss carryforwards or other tax attributes, which could adversely affect our profitability. We are a multinational organization faced with increasingly complex tax issues in many jurisdictions, and we could be obligated to pay additional taxes in various jurisdictions. As a multinational organization, we may be subject to taxation in several jurisdictions worldwide with increasingly complex tax laws, the application of which can be uncertain. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ~~33~~-ultimate tax determination is uncertain. As such, our results may differ from previous estimates and may materially affect our financial position. The amount of taxes we pay in jurisdictions in which we operate could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could have a material adverse effect on our liquidity and results of operations. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest and penalties, and the authorities could claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties are not available to us or our subsidiaries, any of which could have a material impact on our business and results of operations. - There is an increasing focus from regulators, **including U.S. state attorneys general**, certain investors, certain clients, the communities in which we operate and other stakeholders concerning environmental, social, and governance ("ESG") matters, both in the United States and internationally. These stakeholders may have differing priorities and expectations regarding ESG matters. In particular, certain of our clients or potential clients might require that we implement specified ESG procedures or standards in order to do business or continue to do business with them. In addition, proxy advisory firms and certain institutional investors who manage investments in public companies are increasingly integrating ESG factors into their investment analysis. The **specific** consideration of ESG factors in making business, investment and voting decisions is **relatively new, unsettled and still developing. In addition, recent judicial decisions, federal and state legislative actions and actions of private interest groups have challenged certain ESG policies and practices**. Accordingly, the frameworks and methods for assessing ESG policies are not fully developed, likely vary across our various stakeholders and will likely continue to evolve over time. Moreover, the subjective nature of methods used by our various stakeholders to assess a company with respect to ESG criteria could result in erroneous perceptions or a misrepresentation of our actual ESG policies and practices. In addition, we could also incur additional costs and require additional resources to monitor, report and comply with various ESG practices and associated legal, legislative and regulatory requirements. To the extent that our required and voluntary disclosures about ESG matters increase, we could be criticized for the accuracy, adequacy, or completeness of such disclosures. If we fail to comply with specific ESG-related client / potential client or investor expectations and standards, or to provide the disclosure relating to ESG issues that any third parties may believe is necessary or appropriate (regardless of whether there is a legal requirement to do so), our reputation, business, financial condition, and / or results of operations, as well as the price of our common stock, could be negatively impacted. ~~Any actions taken by governmental authorities, clients or others in response to any lingering impacts of the COVID-19 pandemic in the future may have a material adverse effect on our business, financial condition~~ - Risks Related to our Indebtedness and Securities Our level of indebtedness and any future indebtedness we may incur may limit our operational and financing flexibility and negatively impact our business. On December 31, ~~2022~~ **2023**, our outstanding indebtedness under the

our Credit Facility and finance leases totaled \$ 78.73. 8.0 million. We may incur substantial additional indebtedness in the future. Our Credit Facility and other debt instruments we may enter into in the future may significantly impact our business, including the following among others: • our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes may be impaired; • our requirement to use a significant portion of our cash flows from operations to pay principal and interest on our indebtedness, which will reduce the funds available to us for operations and other purposes; • our level of indebtedness could place us at a competitive disadvantage compared to our competitors that may have proportionately less debt; • our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate may be limited; and • our level of indebtedness may make us more vulnerable to economic downturns and adverse developments in our business. We expect to depend primarily on cash generated by our operations for funds to pay our expenses and any amounts due under our Credit Facility and any other indebtedness we may incur. Our ability to make these payments depends on our future performance, which will be affected by financial, business, economic and other factors, many of which we cannot control, including any lingering impacts of the COVID-19 pandemic, inflation and global economic conditions. Our business may not generate sufficient cash flows from operations in the future, and our currently anticipated growth in net sales and cash flows may not be realized, either or both of which could result in our being unable to repay indebtedness or to fund other liquidity needs. If we do not generate adequate 34 resources, we may be required to refinance all or part of our then existing debt, sell assets or borrow more money, in each case on terms that may not be acceptable to us. In addition, the terms of existing or future debt agreements, including our existing Credit Facility, may restrict us from adopting some or any of these alternatives. Our inability to incur additional debt in the future could also delay or prevent a change in control of our Company, make some transactions more difficult and impose additional financial or other covenants on us. In addition, any significant levels of indebtedness in the future could make us more vulnerable to economic downturns and adverse developments in our business. Our current indebtedness and any inability to pay our debt obligations as they come due or an inability to incur additional debt could adversely affect our business and results of operations. 33 Our Credit Facility contains certain restrictions and covenants that generally limit our ability to, among other things, create liens on assets, sell assets, engage in mergers or consolidations, make loans or investments, incur additional indebtedness, engage in certain transactions with affiliates, incur certain material ERISA or pension liabilities and pay dividends or repurchase capital stock and in each case, subject to certain exceptions set forth in our credit agreement. Our Credit Facility may limit our ability to engage in these types of transactions even if we believe that a specific transaction would contribute to our future growth or improve our operating results. Our Credit Facility also requires us to achieve specified financial and operating results and maintain compliance with specified financial ratios, including as a condition to accessing additional amounts available for borrowing. As of December 31, 2022 2023 and on the date of filing this Report, we were in compliance with each of these financial covenants. Our ability to comply with these provisions may be affected by events beyond our control. A breach of any of these financial covenants or our inability to comply with required financial ratios in our Credit Facility could result in a default under the Credit Facility in which case the lenders would have the right to declare all borrowings, which includes any principal amount outstanding, together with all accrued, unpaid interest and other amounts owing in respect thereof, to be immediately due and payable. If we are unable to repay all borrowings when due, whether at maturity or if declared due and payable following a default, the lenders would have the right to proceed against the collateral granted to secure the indebtedness. If we breach these covenants or fail to comply with other terms of the Credit Facility and the lenders accelerate the amounts outstanding under the Credit Facility, our business and results of operations would be adversely affected. Additionally, we may need to refinance our Credit Facility at maturity or upon default, and future financing may not be available on acceptable terms, or at all. Our variable rate indebtedness subjects us to interest rate risk, which, along with the phase- out of LIBOR and transition to SOFR, could cause our indebtedness service obligations to increase significantly. As a result of market interest rate fluctuations, interest rates under our Credit Facility or other variable rate indebtedness we may incur in the future could be higher or lower than current levels. As interest rates increase, our debt service obligations under our Credit Facility may increase even though the amounts borrowed remain the same, and our net income (loss) and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease. We have entered into an interest rate swap agreement that involves the exchange of floating for fixed rate interest payments in order to partially reduce interest rate volatility under our Credit Facility. However, we currently do not maintain interest rate swap agreements with respect to all of our variable rate indebtedness, and any interest rate swap agreements we enter into in the future may not fully mitigate our interest rate risk. Effective February 28, 2023, we amended both our Credit Facility and our then- effective interest rate swap agreement to implement certain changes in the reference rate from LIBOR to the Secured Overnight Financing Rate (“SOFR”) in response to the previous announcement by the ICE Benchmark Administration, the administrator of LIBOR, that it would cease publication of all remaining U. S. Dollar LIBOR settings effective June 30, 2023. As a result, we have a choice of interest rates between (a) Adjusted Term SOFR and (b) a Base Rate, in each case plus an applicable margin and as further defined in the Credit Facility. The applicable margin is based on our Consolidated Leverage Ratio (as defined in the Credit Facility) and whether we elect Adjusted Term SOFR (ranging from 1. 75 to 2. 50 %) or Base Rate (ranging from 0. 75 to 1. 50 %). SOFR is a relatively new reference rate, and its composition and characteristics are not the same as LIBOR. SOFR is calculated based on short- term repurchase agreements, backed by Treasury securities. As such, SOFR is observed and backward looking, which stands in contrast with LIBOR under the previous methodology, which is an estimated forward- looking rate and relies, to some degree, on the expert judgment of submitting bank panel members. Given SOFR’s limited history, the future performance of SOFR cannot be predicted based on historical performance, and there is no assurance that SOFR will perform in the same way as LIBOR would have performed at any time or that it is a comparable substitute for LIBOR. The consequences of transitioning to SOFR could result in an increase in the cost of our variable rate indebtedness, which may impact our ability to refinance some or all of our existing indebtedness or otherwise have a material adverse impact on our business, financial condition and results of operations. 35 Our Board of

Directors has authorized a \$ 50. 0 million stock repurchase program. During the year ended December 31, ~~2022~~ **2023**, we acquired 0. ~~9~~ **2** million shares of Common Stock on the open market ~~at a cost of \$ 4. 7 million. Upon completion of this repurchase, these shares of Common Stock were retired.~~ Repurchases pursuant to any such stock repurchase program could affect our Common Stock price and increase its volatility. The existence of a stock repurchase program could also cause our Common Stock price to be higher than it would be in the absence of such a program and could potentially reduce the market liquidity for our Common Stock. Such repurchase program will not obligate us to repurchase any further specific dollar amount ~~- 34-~~ or number of shares of Common Stock within that authorization and may be suspended or discontinued at any time, which could cause the market price of our Common Stock to decline. The timing and actual number of further shares repurchased under any such stock repurchase program depends on a variety of factors including the timing of open trading windows, price, corporate and regulatory requirements, and other market conditions. Further, the provisions of the Inflation Reduction Act of 2022 impose an excise tax of 1 % tax on the fair market value of stock repurchases made after December 31, 2022, net of certain adjustments for issuances of incentive and other equity. The impact of this provision will depend on the extent of share repurchases and qualified reductions for issuances made in future periods. There can be no assurance that any stock repurchases will enhance stockholder value because the market price of our Common Stock may decline below the levels at which we repurchased shares of Common Stock. Although our stock repurchase program is intended to enhance stockholder value, short-term stock price fluctuations could reduce the program’ s effectiveness. The price of our Common Stock may be volatile, any issuance of Common Stock upon the exercise of remaining warrants will dilute existing stockholders and such issuances and / or any sales of Common Stock by large stockholders may depress the market price of our Common Stock. The price of our Common Stock may fluctuate due to various factors enumerated in this Risk Factors section and elsewhere in this Report. Additional factors impacting the price of our Common Stock could include: • the failure of securities analysts to publish research about us, or shortfalls in our results of operations compared to levels forecast by securities analysts; • any delisting of our Common Stock from Nasdaq Global Market due to any failure to meet listing requirements, **including the minimum trading price requirements as a result of our stock price volatility, particularly since the July 2023 District Court order in the Rimini II litigation, which is currently stayed**; and • the general state of securities markets. These factors may materially reduce the market price of our Common Stock, regardless of our operating performance. Additionally, we have registered for resale the shares of Common Stock of certain of our significant holders of our Common Stock, including our largest stockholder, Adams Street Partners, LLC. Any sale of large amounts of our Common Stock on the open market or in privately negotiated transactions could have the effect of increasing the volatility ~~and in the price of our Common Stock or~~ putting significant downward pressure on the price of our Common Stock. Also, the issuance of Common Stock upon exercise of warrants that remain outstanding and exercisable may result in immediate dilution to the equity interests of our existing common stockholders and might result in dilution in the tangible net book value of a share of Common Stock, depending upon the price ~~on at~~ which the additional shares are issued. We may also seek to engage in further capital optimization transactions in the future, the result of which could trigger some dilution or have other impacts on the market price of our Common Stock and not achieve an improved capital structure. Any issuance of equity we may undertake in the future to raise additional capital could cause the price of our Common Stock to decline or require us to issue shares at a price that is lower than that paid by holders of our Common Stock in the past, which would result in those newly issued shares being dilutive. Certain of our common stockholders can exercise significant control, which could limit our stockholders’ ability to influence the outcome of key transactions, including a change of control. Based on the number of shares of Common Stock outstanding as of December 31, ~~2022~~ **2023**, two of our stockholders have aggregate voting power of ~~39~~ **38**. ~~6~~ **3** % of our outstanding capital stock. As of December 31, ~~2022~~ **2023**, (i) approximately 26. ~~6~~ **3** % of our outstanding voting capital stock is held by Adams Street Partners LLC and certain Adams Street fund limited partnerships and (ii) approximately 12. ~~9~~ **0** % of our outstanding voting capital stock is beneficially owned by our Chief Executive Officer, **Chairman of the Board** and President. Our directors and officers or persons affiliated with our directors and officers have aggregate voting power of approximately ~~42~~ **39**. ~~0~~ **9** % as of December 31, ~~2022~~ **2023**. As a result, these stockholders, acting together, have significant influence over all matters that require approval by our stockholders, including the election of directors and approval of significant corporate transactions. Corporate action might be ~~- 36-~~ taken even if other stockholders oppose the action being taken. This concentration of ownership might also have the effect of delaying or preventing a change of control of our company that other stockholders may view as beneficial. We do not currently intend to pay dividends on our Common Stock and, consequently, the ability to achieve a return on investment in our Common Stock will depend on appreciation in the price of our Common Stock. We have not paid any cash dividends on our Common Stock to date. The payment of any cash dividends on our Common Stock will depend upon our revenue, earnings, cash flow and financial condition from time to time. The payment of any dividends is at the discretion of our Board of Directors and is also limited under the terms of our Credit Facility. Our ability to declare dividends on our Common Stock may also be limited by the terms of future financing and other agreements entered into by us from time to time. It is presently expected that we will retain all earnings for use in our business operations and, ~~-35-~~ accordingly, it is not expected that our Board of Directors will declare any dividends on our Common Stock in the foreseeable future. Therefore, the success of an investment in shares of our Common Stock will depend upon any future appreciation in its value. There is no guarantee that shares of our Common Stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares. Risks Relating to our Corporate Governance The DGCL and our certificate of incorporation, bylaws and corporate governance policies contain certain provisions, including anti- takeover provisions that limit the ability of stockholders to take certain actions and could delay or discourage takeover attempts that stockholders may consider favorable. Our certificate of incorporation and bylaws, and Delaware General Corporation Law (the “ DGCL ”), contain provisions that could have the effect of rendering more difficult, delaying, or preventing an acquisition deemed undesirable by our Board of Directors and therefore depress the trading price of our Common Stock. These provisions could also make it difficult for stockholders to take certain actions, including electing



directors who are not nominated by the current members of our Board of Directors or taking other corporate actions, including effecting changes in our management and corporate governance policies and practices. Among other things, our certificate of incorporation and bylaws include provisions regarding:

- a classified Board of Directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our Board of Directors;
- the ability of our Board of Directors to issue shares of preferred stock, including “blank check” preferred stock, and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the limitation of the liability of, and the indemnification of our directors and officers;
- the exclusive right of our Board of Directors to elect a director to fill a vacancy created by the expansion of the Board of Directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our Board of Directors;
- the requirement that directors may only be removed from our Board of Directors for cause;
- a prohibition on common stockholder action by written consent, which forces common stockholder action to be taken at an annual or special meeting of stockholders and could delay the ability of stockholders to force consideration of a stockholder proposal or to take action, including the removal of directors;
- the requirement that a special meeting of stockholders may be called only by our Board of Directors, the chairperson of our Board of Directors, our chief executive officer or our president (in the absence of a chief executive officer), which could delay the ability of stockholders to force consideration of a proposal or to take action, including the removal of directors;
- controlling the procedures for the conduct and scheduling of Board of Directors and stockholder meetings;
- the requirement for the affirmative vote of holders of at least 66 2 / 3 % of the voting power of the then outstanding shares of the voting stock, voting together as a single class, to amend, alter, change or repeal any provision of our certificate of incorporation or our bylaws, which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in our Board of Directors and also may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;
- the ability of our Board of Directors to amend the bylaws, which may allow our Board of Directors to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend the bylaws to facilitate an unsolicited takeover attempt; and
- advance notice procedures with which stockholders must comply to nominate candidates to our Board of Directors or to propose matters to be acted upon at a stockholders’ meeting, which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in our Board of Directors and also may ~~37-~~ discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to obtain control of our company.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our Board of Directors or management and corporate governance policies. In addition, as a Delaware corporation, we are subject to provisions of Delaware law, including Section 203 of the DGCL, which may prohibit certain stockholders holding 15 % or more of our outstanding capital stock from engaging in certain business combinations with us for a specified period of time. ~~36-~~ Any provision of our certificate of incorporation, bylaws or DGCL that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our Common Stock and could also affect the price that some investors are willing to pay for our Common Stock. Our bylaws designate a state or federal court located within the State of Delaware as the sole and exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, stockholders or employees. Our bylaws provide that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for:

- any derivative action or proceeding brought on behalf of us;
- any action asserting a claim of breach of a fiduciary duty owed to us or our stockholders by any of our directors, officers or other employees;
- any action asserting a claim against us or any of our directors, officers or employees arising out of or relating to any provision of the DGCL, our certificate of incorporation or our bylaws; or
- any action asserting a claim against us or any of our directors, officers, stockholders or employees that is governed by the internal affairs doctrine of the Court of Chancery.

This choice of forum provision may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, or other employees, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations and financial condition. ~~This choice of forum provision does not operate to restrict suits brought to enforce any liability or duty created by the Securities Act or the Exchange Act.~~

**General Risks** Future acquisitions, strategic investments, partnerships or alliances could be difficult to identify and integrate, divert the attention of management, disrupt our business, dilute stockholder value and adversely affect our financial condition and results of operations. We may in the future seek to acquire or invest in businesses, products or technologies that we believe could complement or expand our services, enhance our technical capabilities or otherwise offer growth opportunities. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable acquisitions, whether or not the acquisitions are completed. If we acquire businesses, we may not be able to integrate successfully the acquired personnel, operations and technologies, or effectively manage the combined business following the acquisition. We may not be able to find and identify desirable acquisition targets or be successful in entering into an agreement with any particular target or obtain adequate financing to complete such acquisitions. Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our results of operations. In addition, if an acquired business fails to meet our expectations, our business, financial condition and results of operations may be adversely affected. The commercial insurance market is changing rapidly in response to rising insurance losses and claims, changes in available insurance capacity and adverse worldwide economic conditions, uncertainties, and risks, which may lead to higher premium costs, higher policy deductibles, self-insured retentions, and / or lower coverage limits, potentially impacting our ability to continue our present limits of insurance coverage, obtain sufficient insurance capacity to adequately insure our risks or maintain adequate insurance at

a reasonable cost. Commercial insurance availability and coverage terms, including deductibles, self-insured retentions and pricing, continue to vary with market conditions. While we believe our insurance coverage addresses all material risks to which we are -38- exposed and is adequate and customary for our current global operations, we have observed rapidly changing conditions in the insurance markets relating to nearly all areas of traditional corporate insurance, resulting in higher premium costs, rising policy deductibles / self-insured retentions and lower coverage limits. If these changes continue, we may not be able to continue our present limits of insurance coverage, obtain sufficient insurance capacity to adequately insure our risks and / or obtain and maintain adequate insurance at a reasonable cost. Our insurance policies cover a number of risks and potential liabilities, such as general liability, property coverage, errors and omissions liability, employment liability, business interruptions, cybersecurity liability, crime, and directors' and officers' liability. We cannot be certain that our insurance coverage will be adequate to cover liabilities actually incurred, that insurance will continue to be available to us on commercially reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim or become insolvent. The successful assertion of one or more large -37- claims against us that exceed available insurance coverage, the occurrence of changes in our insurance policies, including premium increases, decreases in coverage and the imposition of large deductible, self-insured retentions, or co-insurance requirements, or the insolvency of any of our insurers, could have a material adverse effect on our business, results of operations and financial condition. Catastrophic events may disrupt our business. We rely heavily on our network infrastructure and information technology systems for our business operations. A disruption or failure of these systems in the event of an online attack, earthquake, fire, terrorist attack, geopolitical instability including such as the ongoing conflict -conflicts between Russia-Israel and Ukraine-Hamas, war, power loss, telecommunications failure, extreme weather conditions (such as hurricanes, wildfires or floods) or other catastrophic event could cause system interruptions, delays in accessing our service, reputational harm, loss of critical data or could prevent us from providing our products and services to our clients. In addition, several of our employee groups reside in areas particularly susceptible to earthquakes, such as the San Francisco Bay Area and Japan, and a major earthquake or other catastrophic event could affect our employees, who may not be able to access our systems, or otherwise continue to provide our services to our clients. A catastrophic event that results in the destruction or disruption of our data centers, or our network infrastructure or information technology systems, or access to our systems could affect our ability to conduct normal business operations and adversely affect our business, financial condition and results of operations. Additionally, the emergence or spread of a pandemic or other widespread health emergency (or concerns over and response to the possibility of such an emergency), including any lingering impacts of the COVID-19 pandemic could adversely affect our business, financial condition and results of operations. Failure to comply with laws and regulations applicable to our operations could harm our business. Our business is subject to regulation by various global governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, environmental laws, consumer protection laws, anti-bribery laws, import / export controls, securities laws and tax laws and regulations. For example, transfer of certain software outside of the United States or to certain persons is regulated by export controls. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. Noncompliance with applicable requirements could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties or injunctions and may result in our inability to provide certain products and services. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, or if clients make claims against us for compensation for such non-compliance, our business, financial condition and results of operations could be harmed, and responding to any such type of action will likely result in a significant diversion of management's attention and resources. **Reports published by analysts, including projections in those reports that differ from our actual results, could adversely affect the price and trading volume of our Common Stock.** Securities research analysts may establish and publish their own periodic projections for us. These projections may vary widely and may not accurately predict the results we actually achieve. Our share price may decline if our actual results do not meet the projections of these securities research analysts. Similarly, if one or more of the analysts who write reports on us downgrades our stock or publishes inaccurate or unfavorable research about our business, our share price could decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, our share price or trading volume could decline. If no additional analysts commence coverage of us, the market price and volume for our common shares could be adversely affected. - 38-39 -