As filed with the Securities and Exchange Commission on April 27, 2022

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SARCOS TECHNOLOGY AND ROBOTICS CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	**85-2838301**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

650 South 500 West, Suite 150
Salt Lake City, Utah 84101
(888) 927-7296
(Address of Principal Executive Offices, including zip code)

RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07)
RE2, Inc. Stock Incentive Plan of 2014
(Full title of the plans)

Kiva A. Allgood
Chief Executive Officer
650 South 500 West, Suite 150
Salt Lake City, Utah 84101
(888) 927-7296
(Name, address and telephone number, including area code, of agent for service)

Copies to:

Patrick Schultheis
Michael Nordtvedt
Wilson Sonsini Goodrich & Rosati, Professional Corporation
701 Fifth Avenue, Suite 5100
Seattle, Washington 98104-7036
Telephone: (206) 883-2500

Stephen Sonne
General Counsel
650 South 500 West, Suite 150
Salt Lake City, Utah 84101
Telephone: (888) 927-7296

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

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Smaller reporting company ☒
	Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

Explanatory Note

This Registration Statement on Form S-8 (this "Registration Statement") is filed by Sarcos Technology and Robotics Corporation, a Delaware corporation (f/k/a Rotor Acquisition Corp.) (unless specified otherwise, the "Company," "we," "us," or "Sarcos") in connection with that certain Agreement and Plan of Reorganization (the "Merger Agreement") with Spiral Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of Sarcos ("Merger Sub I"), and Spiral Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of Sarcos ("Merger Sub II"), RE2, Inc., a Pennsylvania corporation ("RE2"), and Draper Triangle Ventures III, LP, a Delaware limited partnership, solely in its capacity as the agent for and on behalf of the shareholders of RE2 under the Merger Agreement (the "Representative"). At the closing, pursuant to the Merger Agreement, Merger Sub I merged with and into RE2 (the "First Merger"), with RE2 surviving the First Merger and continuing as a wholly owned subsidiary of Sarcos (the "Surviving Corporation"). Immediately following the First Merger, RE2 merged with and into Merger Sub II (the "Second Merger" and with the First Merger, the "RE2 Acquisition"), with Merger Sub II surviving the Second Merger and continuing as a wholly owned subsidiary of Sarcos. At the effective time of the Second Merger, Merger Sub II was renamed RE2, LLC.

Pursuant to and subject to the terms of the Merger Agreement, upon the occurrence of the First Merger, the Company assumed certain outstanding options to acquire RE2 common stock granted under the RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07) or the RE2, Inc. Stock Incentive Plan of 2014 in accordance with their terms (the "Assumed Options") which, following such assumption, represent rights to acquire shares of the Company Common Stock, subject to the terms and conditions of the underlying awards and policies related thereto and the terms and conditions of the Merger Agreement. This Registration Statement relates to an aggregate of 3,877,039 shares of Company Common Stock issuable pursuant to such Assumed Options.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the eligible employees as specified by Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the SEC, either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act.

Item 1. Plan Information.
Item 2. Registrant Information and Employee Plan Annual Information.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the "SEC"):

(1) Our Annual Report on Form 10-K (File No. 001-39897) for the fiscal year ended December 31, 2021 filed with the SEC on March 29, 2022, pursuant to Section 13(a) under the Exchange Act;

(2) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the period covered by the document referred to in (1) above.

(5) The description of our Common Stock contained in our Registration Statement on Form 8-A (File No. 001-39897) filed with the SEC on September 24, 2021 pursuant to Section 12(b) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided*, *however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the SEC (including, without limitation, information furnished under Item 2.02 or Item 7.01 of Current Reports on Form 8-K and the exhibits related to such items furnished under Item 9.01) shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained in this Registration Statement, or in a document incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Wilson Sonsini Goodrich & Rosati, Professional Corporation, Seattle, Washington, has passed on the validity of the Shares offered pursuant to this Registration Statement.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (DGCL) allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our Second Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") provides for this limitation of liability.

Section 145 of the DGCL, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify such person under Section 145.

Our Bylaws provide that we must indemnify and advance expenses to our directors and officers to the full extent authorized by the DGCL.

We have entered into indemnification agreements with each of our directors and executive officers. Such agreements may require us, among other things, to advance expenses and otherwise indemnify our executive officers and directors against certain liabilities that may arise by reason of their status or service as executive officers or directors, to the fullest extent permitted by law.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, any provision of our Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise. Notwithstanding the foregoing, we shall not be obligated to indemnify a director or officer in respect of a proceeding (or part thereof) instituted by such director or officer, unless such proceeding (or part thereof) has been authorized by the board of directors pursuant to the applicable procedure outlined in our Bylaws.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

We currently maintain and expect to continue to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

These provisions may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against officers and directors pursuant to these indemnification provisions.

We believe that these provisions, the insurance, and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The Registrant has filed the exhibits listed on the accompanying Exhibit Index of this Registration Statement.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
4.1	Second Amended and Restated Certificate of Incorporation of Sarcos Technology and Robotics Corporation	8-K	001-39897	3.1	September 30, 2021
4.2*	Amended and Restated Bylaws of Sarcos Technology and Robotics Corporation				
4.3	Specimen Stock Certificate	8-K	001-39897	4.1	September 30, 2021
5.1*	Opinion of Wilson Sonsini Goodrich & Rosati, P.C.				
23.1*	Consent of independent registered public accounting firm				
23.3*	Consent of Wilson Sonsini Goodrich & Rosati, P.C. (included in Exhibit 5.1 hereto).				
24.1*	Power of Attorney (included on the signature page hereto).				
99.1*	RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07) and forms of agreement				
99.2*	RE2, Inc. Stock Incentive Plan of 2014 and forms of agreement				
107*	Filing Fee Table				

* Filed herewith.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Salt Lake City, the State of Utah, on April 27, 2022.

SARCOS TECHNOLOGY AND ROBOTICS CORPORATION

By: /s/ Kiva A. Allgood

Kiva A. Allgood

President and Chief Executive Officer (Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Kiva A. Allgood and Steven Hansen, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for them and in their name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments) on Form S-8, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Kiva A. Allgood Kiva A. Allgood	President, Chief Executive Officer and Director (Principal Executive Officer)	April 27, 2022
/s/ Steven Hansen Steven Hansen	Chief Financial Officer (Principal Financial and Accounting Officer)	April 27, 2022
/s/ Benjamin G. Wolff Benjamin G. Wolff	Executive Chairman and Director	April 27, 2022
/s/ Priya Balasubramaniam Priya Balasubramaniam	Director	April 27, 2022
/s/ Brian D. Finn Brian D. Finn	Director	April 27, 2022
/s/ Peter Klein Peter Klein	Director	April 27, 2022
/s/ Matthew Shigenobu Muta Matthew Shigenobu Muta	Director	April 27, 2022
/s/ Eric T. Olson Eric T. Olson	Director	April 27, 2022
/s/ Laura J. Peterson Laura J. Peterson	Director	April 27, 2022
/s/ Dennis Weibling Dennis Weibling	Director	April 27, 2022

Exhibit 4.2

AMENDED AND RESTATED BYLAWS OF

SARCOS TECHNOLOGY AND ROBOTICS CORPORATION

(as amended and restated on April 22, 2022)

BYLAWS OF SARCOS TECHNOLOGY AND ROBOTICS CORPORATION

ARTICLE I - CORPORATE OFFICES

1.1 REGISTERED OFFICE

The registered office of Sarcos Technology and Robotics Corporation (the "**Company**") shall be fixed in the Company's certificate of incorporation, as the same may be amended from time to time.

1.2 OTHER OFFICES

The Company may at any time establish other offices.

ARTICLE II - MEETINGS OF STOCKHOLDERS

2.1 PLACE OF MEETINGS

Meetings of stockholders shall be held at a place, if any, within or outside the State of Delaware, determined by the board of directors of the Company (the "**Board of Directors**"). The Board of Directors may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the "**DGCL**"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Company's principal executive offices.

2.2 ANNUAL MEETING

The annual meeting of stockholders shall be held each year. The Board of Directors shall designate the date and time of the annual meeting. At the annual meeting, directors shall be elected and any other proper business, brought in accordance with Section 2.4 of these bylaws, may be transacted. The Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board may cancel, postpone or reschedule any previously scheduled annual meeting at any time, before or after the notice for such meeting has been sent to the stockholders. For the purposes of these bylaws, the term "**Whole Board**" shall mean the total number of authorized directorships whether or not there exist any vacancies or other unfilled seats in previously authorized directorships.

2.3 SPECIAL MEETING

(a) A special meeting of the stockholders, other than as required by statute, may be called at any time by (i) the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board, (ii) the chairperson of the Board of Directors or (iii) the chief executive officer, but a special meeting may not be called by any other person or persons and any power of stockholders to call a special meeting of stockholders is specifically denied. The Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board may cancel, postpone or reschedule any previously scheduled special meeting at any time, before or after the notice for such meeting has been sent to the stockholders.

(b) The notice of a special meeting shall include the purpose for which the meeting is called. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of a majority of the Whole Board, the chairperson of the Board of Directors or the chief executive officer. Nothing contained in this Section 2.3(b) shall be construed as limiting, fixing or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

2.4 ADVANCE NOTICE PROCEDURES

(a) *Annual Meetings of Stockholders.*

(i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (1) pursuant to the Company's notice of meeting (or any supplement thereto); (2) by or at the direction of the Board of Directors; (3) as may be provided in the certificate of designation for any class or series of preferred stock; or (4) by any stockholder of the Company who (A) is a stockholder of record at the time of giving of the notice contemplated by Section 2.4(a)(ii); (B) is a stockholder of record on the record date for the determination of stockholders entitled to notice of the annual meeting; (C) is a stockholder of record on the record date for the determination of stockholders entitled to vote at the annual meeting; (D) is a stockholder of record at the time of the annual meeting; and (E) complies with the procedures set forth in this Section 2.4(a).

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (4) of Section 2.4(a)(i), the stockholder must have given timely notice in writing to the secretary and any such nomination or proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day and no later than 5:00 p.m., local time, on the 90th day prior to the day of the first anniversary of the preceding year's annual meeting of stockholders. However, if no annual meeting of stockholders was held in the preceding year, or if the date of the applicable annual meeting has been changed by more than 25 days from the first anniversary of the preceding year's annual meeting, then to be timely such notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day prior to the day of the annual meeting and no later than 5:00 p.m., local time, on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Company. In no event will the adjournment, rescheduling or postponement of any annual meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. If the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors at least 10 days before the last day that a stockholder may deliver a notice of nomination pursuant to the foregoing provisions, then a stockholder's notice required by this Section 2.4(a)(ii) will also be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the secretary at the principal executive offices of the Company no later than 5:00 p.m., local time, on the 10th day following the day on which such public announcement is first made. "**Public announcement**" means disclosure in a press release reported by a national news service or in a document publicly filed by the Company with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934 (as amended and inclusive of rules and regulations thereunder, the "**1934 Act**").

(iii) A stockholder's notice to the secretary must set forth:

(1) as to each person whom the stockholder proposes to nominate for election as a director:

(A) such person's name, age, business address, residence address and principal occupation or employment; the class and number of shares of the Company that are held of record or are beneficially owned by such person and a description of any Derivative Instruments (defined below) held or beneficially owned thereby or of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of such person; and all information relating to such person that is required to be disclosed in solicitations of proxies for the contested election of directors, or is otherwise required, in each case pursuant to Section 14 of the 1934 Act;

(B) such person's written consent to being named in such stockholder's proxy statement as a nominee of such stockholder and to serving as a director of the Company if elected;

(C) a reasonably detailed description of any direct or indirect compensatory, payment, indemnification or other financial agreement, arrangement or understanding that such person has, or has had within the past three years, with any person or entity other than the Company (including the amount of any payment or payments received or receivable thereunder), in each case in connection with candidacy or service as a director of the Company (a "**Third-Party Compensation Arrangement**"); and

(D) a description of any other material relationships between such person and such person's respective affiliates and associates, or others acting in concert with them, on the one hand, and such stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert with them, on the other hand;

(2) as to any other business that the stockholder proposes to bring before the annual meeting:

(A) a brief description of the business desired to be brought before the annual meeting;

(B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, if applicable, the text of any proposed amendment to these bylaws);

(C) the reasons for conducting such business at the annual meeting;

(D) any material interest in such business of such stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made, and their respective affiliates and associates, or others acting in concert with them; and

(E) a description of all agreements, arrangements and understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made, and their respective affiliates or associates or others acting in concert with them, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder; and

(3) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made:

(A) the name and address of such stockholder (as they appear on the Company's books), of such beneficial owner and of their respective affiliates or associates or others acting in concert with them;

(B) for each class or series, the number of shares of stock of the Company that are, directly or indirectly, held of record or are beneficially owned by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them;

(C) a description of any agreement, arrangement or understanding between such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, and any other person or persons (including, in each case, their names) in connection with the proposal of such nomination or other business;

(D) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, with respect to the Company's securities (any of the foregoing, a "**Derivative Instrument**"), or any other agreement, arrangement or understanding that has been made the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for or increase or decrease the voting power of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, with respect to the Company's securities;

(E) any rights to dividends on the Company's securities owned beneficially by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, that are separated or separable from the underlying security;

(F) any proportionate interest in the Company's securities or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

(G) any performance-related fees (other than an asset-based fee) that such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them is entitled to based on any increase or decrease in the value of the Company's securities or Derivative Instruments, including, without limitation, any such interests held by members of the immediate family of such persons sharing the same household;

(H) any significant equity interests or any Derivative Instruments in any principal competitor of the Company that are held by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them;

(I) any direct or indirect interest of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, in any contract with the Company, any affiliate of the Company or any principal competitor of the Company (in each case, including any employment agreement, collective bargaining agreement or consulting agreement);

(J) a representation and undertaking that the stockholder is a holder of record of stock of the Company as of the date of submission of the stockholder's notice and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(K) a representation and undertaking that such stockholder or any such beneficial owner intends, or is part of a group that intends, to (x) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Company's then-outstanding stock required to approve or adopt the proposal or to elect each such nominee; or (y) otherwise solicit proxies from stockholders in support of such proposal or nomination;

(L) any other information relating to such stockholder, such beneficial owner, or their respective affiliates or associates or others acting in concert with them, or director nominee or proposed business that, in each case, would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee (in a contested election of directors) or proposal pursuant to Section 14 of the 1934 Act; and

(M) such other information relating to any proposed item of business as the Company may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

(iv) In addition to the requirements of this Section 2.4, to be timely, a stockholder's notice (and any additional information submitted to the Company in connection therewith) must further be updated and supplemented (1) if necessary, so that the information provided or required to be provided in such notice is true and correct as of the record date(s) for determining the stockholders entitled to notice of, and to vote at, the meeting and as of the date that is 10 business days prior to the meeting or any adjournment, rescheduling or postponement thereof and (2) to provide any additional information that the Company may reasonably request. Such update and supplement or additional information, if applicable, must be received by the secretary at the principal executive offices of the Company, in the case of a request for additional information, promptly following a request therefor, which response must be delivered not later than such reasonable time as is specified in any such request from the Company or, in the case of any other update or supplement of any information, not later than five business days after the record date(s) for the meeting (in the case of any update and supplement required to be made as of the record date(s)), and not later than eight business days prior to the date for the meeting or any adjournment, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment, rescheduling or postponement thereof). The failure to timely provide such update, supplement or additional information shall result in the nomination or proposal no longer being eligible for consideration at the meeting.

(b) *Special Meetings of Stockholders*. Except to the extent required by the DGCL, and subject to Section 2.3(a), special meetings of stockholders may be called only in accordance with the Company's certificate of incorporation and these bylaws. Only such business will be conducted at a special meeting of stockholders as has been brought before the special meeting pursuant to the Company's notice of meeting. If the election of directors is included as business to be brought before a special meeting in the Company's notice of meeting, then nominations of persons for election to the Board of Directors at such special meeting may be made by any stockholder who (i) is a stockholder of record at the time of giving of the notice contemplated by this Section 2.4(b); (ii) is a stockholder of record on the record date for the determination of stockholders entitled to notice of the special meeting; (iii) is a stockholder of record on the record date for the determination of stockholders entitled to vote at the special meeting; (iv) is a stockholder of record at the time of the special meeting; and (v) complies with the procedures set forth in this Section 2.4(b). For nominations to be properly brought by a stockholder before a special meeting pursuant to this Section 2.4(b), the stockholder's notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day prior to the day of the special meeting and no later than 5:00 p.m., local time, on the 10th day following the day on which public announcement of the date of the special meeting was first made. In no event will any adjournment, rescheduling or postponement of a special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice. A stockholder's notice to the Secretary must comply with the applicable notice requirements of Section 2.4(a)(iii).

(c) *Other Requirements.*

(i) To be eligible to be a nominee by any stockholder for election as a director of the Company, the proposed nominee must provide to the secretary, in accordance with the applicable time periods prescribed for delivery of notice under Section 2.4(a)(ii) or Section 2.4(b):

(1) a signed and completed written questionnaire (in the form provided by the secretary at the written request of the nominating stockholder, which form will be provided by the secretary within 10 days of receiving such request) containing information regarding such nominee's background and qualifications and such other information as may reasonably be required by the Company to determine the eligibility of such nominee to serve as a director of the Company or to serve as an independent director of the Company;

(2) a written representation and undertaking that, unless previously disclosed to the Company, such nominee is not, and will not become, a party to any voting agreement, arrangement, commitment, assurance or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or any or agreement that could limit or interfere with the person's ability to comply, if elected as a director, with such person's fiduciary duties under applicable law;

(3) a written representation and undertaking that, unless previously disclosed to the Company, such nominee is not, and will not become, a party to any Third-Party Compensation Arrangement;

(4) a written representation and undertaking that, if elected as a director, such nominee would be in compliance, and will continue to comply, with the Company's corporate governance guidelines as disclosed on the Company's website, as amended from time to time, and, to the extent such policies and guidelines are then in force, the Company's conflict of interest, confidentiality,

and stock ownership and trading policies and guidelines, and any other Corporation policies and guidelines applicable to directors (which will be promptly provided following a request therefor); and

(5) a written representation and undertaking that such nominee, if elected, intends to serve a full term on the Board of Directors.

(ii) At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director must furnish to the secretary the information that is required to be set forth in a stockholder's notice of nomination that pertains to such nominee.

(iii) No person will be eligible to be nominated by a stockholder for election as a director of the Company unless nominated in accordance with the procedures set forth in this Section 2.4. No business proposed by a stockholder will be conducted at a stockholder meeting except in accordance with this Section 2.4.

(iv) The chairperson of the applicable meeting of stockholders will, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these bylaws or that business was not properly brought before the meeting. If the chairperson of the meeting should so determine, then the chairperson of the meeting will so declare to the meeting and the defective nomination will be disregarded or such business will not be transacted, as the case may be.

(v) Notwithstanding anything to the contrary in this Section 2.4, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear in person at the meeting to present a nomination or other proposed business, such nomination will be disregarded or such proposed business will not be transacted, as the case may be, notwithstanding that proxies in respect of such nomination or business may have been received by the Company and counted for purposes of determining a quorum. For purposes of this Section 2.4, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting, and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting.

(vi) Without limiting this Section 2.4, a stockholder must also comply with all applicable requirements of the 1934 Act with respect to the matters set forth in this Section 2.4, it being understood that (1) any references in these bylaws to the 1934 Act are not intended to, and will not, limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.4; and (2) compliance with clause (4) of Section 2.4(a)(i) and with Section 2.4(b) are the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.4(c)(vii)).

(vii) Notwithstanding anything to the contrary in this Section 2.4, the notice requirements set forth in these bylaws with respect to the proposal of any business pursuant to this Section 2.4 will be deemed to be satisfied by a stockholder if (1) such stockholder has submitted a proposal to the Company in compliance with Rule 14a-8 under the 1934 Act; and (2) such stockholder's proposal has been included in a proxy statement that has been prepared by the Company to solicit proxies for the meeting of stockholders. Subject to Rule 14a-8 and other applicable rules and regulations under the 1934 Act, nothing in these bylaws will be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Company's proxy statement any nomination of a director or any other business proposal.

2.5 NOTICE OF STOCKHOLDERS' MEETINGS

Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the DGCL, the certificate of incorporation or these bylaws, the notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

2.6 QUORUM

The holders of a majority of the voting power of the capital stock of the Company issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. Where a separate vote by a class or series or classes or series is required, a majority of the voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the certificate of incorporation or these bylaws.

If, however, such quorum is not present or represented at any meeting of the stockholders, then either (a) the chairperson of the meeting, or (b) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the original meeting.

2.7 ADJOURNED MEETING; NOTICE

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the DGCL and Section 2.11 of these bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

2.8 CONDUCT OF BUSINESS

The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business and discussion as seem to the chairperson in order. The chairperson of any meeting of stockholders shall be designated by the Board of Directors; in the absence of such designation, the chairperson of the Board of Directors, if any, or the chief executive officer (in the absence of the chairperson of the Board of Directors) or the president (in the absence of the chairperson of the Board of Directors and the chief executive officer), or in their absence any other executive officer of the Company, shall serve as chairperson of the stockholder meeting. The chairperson of any meeting of stockholders shall have the power to adjourn the meeting to another place, if any, date or time, whether or not a quorum is present.

2.9 VOTING

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.11 of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation or these bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder.

Except as otherwise provided by law, the certificate of incorporation, these bylaws or the rules of the stock exchange on which the Company's securities are listed, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Except as otherwise required by law, the certificate of incorporation or these bylaws, directors shall be elected by a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or series or classes or series is required, in all matters other than the election of directors, the affirmative vote of the majority of the voting power of the outstanding shares of such class or series or classes or series present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of such class or series or classes or series, except as otherwise provided by law, the certificate of incorporation, these bylaws or the rules of the stock exchange on which the securities of the Company are listed.

2.10 STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Subject to the rights of holders of preferred stock of the Company, any action required or permitted to be taken by the stockholders of the Company must be effected at a duly called annual or special meeting of stockholders of the Company and may not be effected by any consent in writing by such stockholders.

2.11 RECORD DATES

In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining

the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination.

If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of Section 213 of the DGCL and this Section 2.11 at the adjourned meeting.

In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

2.12 PROXIES

Each stockholder entitled to vote at a meeting of stockholders, or such stockholder's authorized officer, director, employee or agent, may authorize another person or persons to act for such stockholder by proxy authorized by a document or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The authorization of a person to act as a proxy may be documented, signed and delivered in accordance with Section 116 of the DGCL, *provided* that such authorization shall set forth, or be delivered with information enabling the Company to determine, the identity of the stockholder granting such authorization. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

2.13 LIST OF STOCKHOLDERS ENTITLED TO VOTE

The Company shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; *provided, however,* if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the Company's principal place of

business. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then such list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.14 INSPECTORS OF ELECTION

Before any meeting of stockholders, the Company shall appoint an inspector or inspectors of election to act at the meeting or its adjournment. The Company may designate one or more persons as alternate inspectors to replace any inspector who fails to act.

Such inspectors shall:

(a) ascertain the number of shares outstanding and the voting power of each;

(b) determine the shares represented at the meeting and the validity of proxies and ballots;

(c) count all votes and ballots;

(d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and

(e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are multiple inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is *prima facie* evidence of the facts stated therein.

ARTICLE III - DIRECTORS

3.1 POWERS

The business and affairs of the Company shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided in the DGCL or the certificate of incorporation.

3.2 NUMBER OF DIRECTORS

The Board of Directors shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of a majority of the Whole Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director’s term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS

Except as provided in Section 3.4 of these bylaws, each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors.

If so provided in the certificate of incorporation, the directors of the Company shall be divided into three classes.

3.4 RESIGNATION AND VACANCIES

Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Unless otherwise provided in the certificate of incorporation or these bylaws, when one or more directors resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Unless otherwise provided in the certificate of incorporation or these bylaws or permitted in the specific case by resolution of the Board of Directors, and subject to the rights of holders of Preferred Stock, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and not by stockholders. If the directors are divided into classes, a person so chosen to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

The Board of Directors may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 REGULAR MEETINGS

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by (i) a majority of the Whole Board, (ii) the chairperson of the Board of Directors or (iii) the chief executive officer.

3.7 SPECIAL MEETINGS; NOTICE

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chairperson of the Board of Directors, the chief executive officer, the secretary or a majority of the Whole Board.

Notice of the time and place of special meetings shall be:

(a) delivered personally by hand, by courier or by telephone;

(b) sent by United States first-class mail, postage prepaid;

(c) sent by facsimile;

(d) sent by electronic mail; or

(e) otherwise given by electronic transmission (as defined in Section 232 of the DGCL),

directed to each director at that director's address, telephone number, facsimile number, electronic mail address or other contact for notice by electronic transmission, as the case may be, as shown on the Company's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile, (iii) sent by electronic mail or (iv) otherwise given by electronic transmission, it shall be delivered, sent or otherwise directed to each director, as applicable, at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company's principal executive office) nor the purpose of the meeting, unless required by statute.

3.8 QUORUM; VOTING

At all meetings of the Board of Directors, a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

The affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws.

If the certificate of incorporation provides that one or more directors shall have more or less than one vote per director on any matter, except as may otherwise be expressly provided herein or therein and denoted with the phrase "notwithstanding the final paragraph of Section 3.8 of the bylaws" or language to similar effect, every reference in these bylaws to a majority or other proportion of the directors shall refer to a majority or other proportion of the votes of the directors.

3.9 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Unless otherwise restricted by the certificate of incorporation or these bylaws, (i) any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission; and (ii) a consent may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such provision is made and such consent shall be deemed to have been given for purposes of this Section 3.9 at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors, or the committee or subcommittee thereof, in the same paper or electronic form as the minutes are maintained.

3.10 FEES AND COMPENSATION OF DIRECTORS

Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors.

3.11 REMOVAL OF DIRECTORS

Any director or the entire Board of Directors may be removed from office by stockholders of the Company in the manner specified in the certificate of incorporation and applicable law. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

3.12 EMERGENCY BYLAWS

In the event of any emergency, disaster or catastrophe, as referred to in Section 110 of the DGCL, or other similar emergency condition, as a result of which a quorum of the Board of Directors or a standing committee of the Board of Directors cannot readily be convened for action, then the director or directors in attendance at the meeting shall constitute a quorum. Such director or directors in attendance may further take action to appoint one or more of themselves or other directors to membership on any standing or temporary committees of the Board of Directors as they shall deem necessary and appropriate to address the circumstances of such emergency condition.

ARTICLE IV - COMMITTEES

4.1 COMMITTEES OF DIRECTORS

The Board of Directors may, by resolution passed by a majority of the Whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from

voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors or in these bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (a) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (b) adopt, amend or repeal any bylaw of the Company.

4.2 COMMITTEE MINUTES

Each committee and subcommittee shall keep regular minutes of its meetings.

4.3 MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees and subcommittees shall be governed by, and held and taken in accordance with, the provisions of:

(a) Section 3.5 (place of meetings and meetings by telephone);

(b) Section 3.6 (regular meetings);

(c) Section 3.7 (special meetings and notice);

(d) Section 3.8 (quorum; voting);

(e) Section 3.9 (action without a meeting); and

(f) Section 7.4 (waiver of notice)

with such changes in the context of those bylaws as are necessary to substitute the committee or subcommittee and its members for the Board of Directors and its members. *However*, (i) the time and place of regular meetings of committees or subcommittees may be determined either by resolution of the Board of Directors or by resolution of the committee or subcommittee; (ii) special meetings of committees or subcommittees may also be called by resolution of the Board of Directors or the committee or the subcommittee, the chairperson of the Board of Directors or the chief executive officer; and (iii) notice of special meetings of committees and subcommittees shall also be given to all alternate members who shall have the right to attend all meetings of the committee or subcommittee. The Board of Directors, or in the absence of any such action by the Board of Directors, the applicable committee or subcommittee, may adopt rules for the government of any committee or subcommittee not inconsistent with the provisions of these bylaws.

Any provision in the certificate of incorporation providing that one or more directors shall have more or less than one vote per director on any matter shall apply to voting in any committee or subcommittee, unless otherwise provided in the certificate of incorporation or these bylaws.

4.4 SUBCOMMITTEES

Unless otherwise provided in the certificate of incorporation, these bylaws or the resolutions of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

ARTICLE V - OFFICERS

5.1 OFFICERS

The officers of the Company shall be a president and a secretary. The Company may also have, at the discretion of the Board of Directors, a chairperson of the Board of Directors, a vice chairperson of the Board of Directors, a chief executive officer, a chief financial officer or treasurer, one or more vice presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

5.2 APPOINTMENT OF OFFICERS

The Board of Directors shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS

The Board of Directors may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers as the business of the Company may require. Each of such officers shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board of Directors may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS

Any officer may be removed, either with or without cause, by the Board of Directors or, for the avoidance of doubt, any duly authorized committee or subcommittee thereof or by any officer who has been conferred such power of removal.

Any officer may resign at any time by giving notice, in writing or by electronic transmission, to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES

Any vacancy occurring in any office of the Company shall be filled by the Board of Directors or as provided in Section 5.3.

5.6 REPRESENTATION OF SECURITIES OF OTHER ENTITIES

The chairperson of the Board of Directors, the chief executive officer, the president, any vice president, the treasurer, the secretary or assistant secretary of this Company or any other person authorized by the Board of Directors or the chief executive officer, the president or a vice president, is authorized to vote, represent and exercise on behalf of this Company all rights incident to any and all shares or other securities of any other entity or entities, and all rights incident to any management authority conferred on the Company in accordance with the governing documents of any entity or entities, standing in the name of this Company, including the right to act by written consent. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 AUTHORITY AND DUTIES OF OFFICERS

All officers of the Company shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors.

ARTICLE VI - STOCK

6.1 STOCK CERTIFICATES; PARTLY PAID SHARES

The shares of the Company shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Unless otherwise provided by resolution of the Board of Directors, every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Company by any two officers of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Company shall not have power to issue a certificate in bearer form.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly-paid shares, or upon the books and records of the Company in the case of uncertificated partly-paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully-paid shares, the Company shall declare a dividend upon partly-paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 SPECIAL DESIGNATION ON CERTIFICATES

If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided, however*, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock, a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the registered owner thereof shall be given a notice, in writing or by electronic transmission, containing the information required to be set forth or stated on certificates pursuant to this Section 6.2 or Sections 156, 202(a), 218(a) or 364 of the DGCL or with respect to this Section 6.2 a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

6.3 LOST CERTIFICATES

Except as provided in this Section 6.3, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 DIVIDENDS

The Board of Directors, subject to any restrictions contained in the certificate of incorporation or applicable law, may declare and pay dividends upon the shares of the Company's capital stock. Dividends may be paid in cash, in property, or in shares of the Company's capital stock, subject to the provisions of the certificate of incorporation. The Board of Directors may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

6.5 TRANSFER OF STOCK

Transfers of record of shares of stock of the Company shall be made only upon its books by the holders thereof, in person or by an attorney duly authorized, and, if such stock is certificated, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer.

6.6 STOCK TRANSFER AGREEMENTS

The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.7 REGISTERED STOCKHOLDERS

The Company:

(a) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and notices and to vote as such owner; and

(b) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.8 LOCK-UP

(a) Subject to Section 6.8(b), the holders (the "**Lock-up Holders**") of Restricted Securities (as defined below) may not Transfer (as defined below) any Restricted Securities until the end of the Lock-up Period (the "**Lock-up**").

(b) Notwithstanding the provisions set forth in Section 6.8(a), one hundred percent (100%) of the Restricted Securities may be Transferred in connection with or following the occurrence of a Liquidity Event (as defined below), and any Lock-Up Holder or its Permitted Transferees (as defined below) may Transfer the Restricted Securities during the Lock-Up Period: (i) in the case that such Lock-Up Holder is an individual, by gift to the spouse, domestic partner, parent, sibling, child or grandchild of such Lock-Up Holder or any other natural person with whom such Lock-Up Holder has a relationship by blood, marriage or adoption not more remote than first cousin, to an estate planning vehicle or to a trust, the beneficiary of which is a member of the individual's immediate family, or to a charitable organization; (ii) in the case that such Lock-Up Holder is an individual, by virtue of laws of descent and distribution upon death of such Lock-Up Holder; (iii) in the case that such Lock-Up Holder is an individual, pursuant to a qualified domestic relations order, divorce settlement, divorce decree or separation agreement; (iv) to a nominee or custodian of a person to whom a Transfer would be permitted under clauses (i) through (iii) above; (v) to any members, partners, beneficial owners or shareholders of such Lock-Up Holder or any Affiliates (as defined below) of such Lock-Up Holder; (vi) by virtue of applicable law or such Lock-Up Holder's organizational documents upon liquidation or dissolution of such Lock-Up Holder; (vii) to the Company in connection with the repurchase of such Lock-Up Holder's shares in connection with the termination of such Lock-Up Holder's employment with the Company or its subsidiaries pursuant to contractual agreements with the Company; (viii) to satisfy tax withholding obligations in connection with the exercise of options to purchase common stock of the Company or the vesting and/or settlement of Company restricted stock or stock-based awards (including options and awards assumed by the Company or otherwise issued in exchange for Sarcos Options, Sarcos RSUs or Sarcos RSAs); (ix) in payment on a "net exercise" or "cashless" basis of the exercise or purchase price with respect to the exercise of options to purchase shares of common stock of the Company; or (x) in connection with any court order or order from a Governmental Entity (as defined below) requiring the sale of such Restricted Securities; provided,

however, that in the case of clauses (i) through (vi) such transferee must enter into a written agreement with the Company stating that the transferee is receiving and holding the Restricted Securities subject to the provisions of these bylaws and shall be deemed to be a Lock-up Holder for purposes of these bylaws, and there shall be no further Transfer of such Restricted Securities except in accordance with these bylaws provided, further, for the avoidance of doubt, a Lock-up Holder shall not be limited in filing (or participation in the filing) of a registration statement with the U.S. Securities and Exchange Commission ("**SEC**") in respect of any restricted stock or stock-based awards the Transfer of which is or may be necessary to satisfy tax withholding obligations in connection with the vesting and/or settlement of such restricted stock or stock-based awards.

(c) Notwithstanding the other provisions set forth in this Section 6.8 or any other provision contained herein, the Board of Directors (including, for the avoidance of doubt, a duly authorized committee thereof) may, in its sole discretion, determine to waive, amend, or repeal the Lock-up obligations set forth in this Section 6.8, whether in whole or in part.

(d) For purpose of this Section 6.8:

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

(ii) "**Governmental Entity**" means any United States or non-United States (a) transnational, federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal (public or private) or commission.

(iii) "**Liquidity Event**" shall mean the date after the Closing Date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Company's stockholders having the right to exchange their equity holdings in the Company for cash, securities or other property.

(iv) "**Lock-up Period**" means, with respect to the Restricted Securities held by a Lock-up Holder and his, her or its direct or indirect Permitted Transferees, the period ending as follows:

(1) If the Restricted Securities were received by a Lock-up Holder from the exchange or conversion of Sarcos Preferred Stock, then fifty percent (50%) of such Restricted Securities may be Transferred beginning at the close of business on March 23, 2022. The remaining fifty percent (50%) of such Restricted Securities may be Transferred beginning on the close of business on September 24, 2022.

(2) If the Restricted Securities were received by a Lock-up Holder from the exchange or conversion of Sarcos Common Stock, Sarcos Options, Sarcos RSUs, Sarcos RSAs (or any of them), then twenty percent (20%) of such Restricted Securities may be Transferred beginning at the close

of business on March 23, 2022. The remaining eighty percent (80%) of the such Restricted Securities may be Transferred beginning upon the earlier to occur of (x) such time as the Company or any of its subsidiaries have delivered to one or more customers at least twenty (20) Guardian® XO® and/or Guardian® XT and/or Sapien® commercial units (but in no event prior to the close of business on September 24, 2022) and (y) the close of business on September 24, 2023.

(v) "**Permitted Transferees**" means, prior to the expiration of the Lock-up Period, any person or entity to whom a Lock-up Holder is permitted to transfer such Restricted Securities prior to the expiration of the Lock-up Period pursuant to Section 6.8(b).

(vi) "**Person**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

(vii) "**Restricted Securities**" shall mean with respect to a Lock-up Holder and its Permitted Transferees, (i) the common stock of the Company received by such Lock-up Holder in exchange for Sarcos Common Stock, Sarcos Preferred Stock, or Sarcos RSAs together with any securities paid as dividends or distributions with respect to such securities, (ii) the common stock of the Company to be subject to the Sarcos Options, Sarcos RSUs, and Sarcos Warrants, and (iii) any securities paid as dividends or distributions with respect to the foregoing securities or into which such securities are exchanged or converted.

(viii) "**Sarcos**" means Sarcos Corp., a Utah corporation.

(ix) "**Sarcos Common Stock**" shall mean shares of Class A Common Stock or Class B Common Stock of Sarcos that were issued by Sarcos to a Lock-Up Holder.

(x) "**Sarcos Options**" shall mean options issued by Sarcos to a Lock-Up Holder for the purchase of Class A Common Stock of Sarcos.

(xi) "**Sarcos Preferred Stock**" shall mean shares of Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock of Sarcos that were issued by Sarcos to a Lock-Up Holder.

(xii) "**Sarcos RSAs**" shall mean any awards of restricted shares of Class A Common Stock of Sarcos.

(xiii) "**Sarcos RSUs**" shall mean any restricted stock units issued by Sarcos to a Lock-Up Holder for shares of Class A Common Stock of Sarcos.

(xiv) "**Sarcos Warrants**" shall mean any warrants issued by Sarcos to Lock-Up Holder exercisable for shares of Class A Common Stock of Sarcos.

(xv) "**Transfer**" or "**Transferred**" means, with respect to a Restricted Security, (i) the sale, exchange or transfer or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, hedge, grant of any option, right or warrant to purchase or otherwise dispose of or agreement to dispose of, or entry into any transaction that is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash

settlement or otherwise), directly or indirectly, including through the filing (or participation in the filing) of a registration statement (other than any registration statement on Form S-8) with the SEC in respect of, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the 1934 Act, as amended, and the rules and regulations of the SEC promulgated thereunder with respect to, any security, (ii) the entry into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) the public announcement of any intention to effect any transaction, including the filing of a registration statement (other than any registration statement on Form S-8), specified in clause (i) or (ii).

ARTICLE VII - MANNER OF GIVING NOTICE AND WAIVER

7.1 NOTICE OF STOCKHOLDERS' MEETINGS

Notice of any meeting of stockholders shall be given in the manner set forth in the DGCL.

7.2 NOTICE TO STOCKHOLDERS SHARING AN ADDRESS

Except as otherwise prohibited under the DGCL, without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under the provisions of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice, shall be deemed to have consented to receiving such single written notice. This Section 7.2 shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

7.3 NOTICE TO PERSON WITH WHOM COMMUNICATION IS UNLAWFUL

Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

7.4 WAIVER OF NOTICE

Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall

constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VIII - INDEMNIFICATION

8.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS IN THIRD PARTY PROCEEDINGS

Subject to the other provisions of this Article VIII, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (other than an action by or in the right of the Company) by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

8.2 INDEMNIFICATION OF DIRECTORS AND OFFICERS IN ACTIONS BY OR IN THE RIGHT OF THE COMPANY

Subject to the other provisions of this Article VIII, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

8.3 SUCCESSFUL DEFENSE

To the extent that a present or former director or officer (for purposes of this Section 8.3 only, as such term is defined in Section 145(c)(1) of the DGCL) of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 8.1 or Section 8.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. The Company may indemnify any other person who is not a present or former director or officer of the Company against expenses (including attorneys' fees) actually and reasonably incurred by such person to the extent he or she has been successful on the merits or otherwise in defense of any suit or proceeding described in Section 8.1 or Section 8.2, or in defense of any claim, issue or matter therein.

8.4 INDEMNIFICATION OF OTHERS

Subject to the other provisions of this Article VIII, the Company shall have power to indemnify its employees and agents, or any other persons, to the extent not prohibited by the DGCL or other applicable law. The Board of Directors shall have the power to delegate to any person or persons identified in subsections (1) through (4) of Section 145(d) of the DGCL the determination of whether employees or agents shall be indemnified.

8.5 ADVANCED PAYMENT OF EXPENSES

Expenses (including attorneys' fees) actually and reasonably incurred by an officer or director of the Company in defending any Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this Article VIII or the DGCL. Such expenses (including attorneys' fees) actually and reasonably incurred by former directors and officers or other employees and agents of the Company or by persons serving at the request of the Company as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate. The right to advancement of expenses shall not apply to any Proceeding (or any part of any Proceeding) for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding (or any part of any Proceeding) referenced in Section 8.6(b) or 8.6(c) prior to a determination that the person is not entitled to be indemnified by the Company.

Notwithstanding the foregoing, unless otherwise determined pursuant to Section 8.8, no advance shall be made by the Company to an officer of the Company (except by reason of the fact that such officer is or was a director of the Company, in which event this paragraph shall not apply) in any Proceeding if a determination is reasonably and promptly made (a) by a vote of the directors who are not parties to such Proceeding, even though less than a quorum, or (b) by a committee of such directors designated by the vote of the majority of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, that facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company.

8.6 LIMITATION ON INDEMNIFICATION

Subject to the requirements in Section 8.3 and the DGCL, the Company shall not be obligated to indemnify any person pursuant to this Article VIII in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the 1934 Act, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Company, as required in each case under the 1934 Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Board of Directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise required to be made under Section 8.7 or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

8.7 DETERMINATION; CLAIM

If a claim for indemnification or advancement of expenses under this Article VIII is not paid in full within 90 days after receipt by the Company of the written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. The Company shall indemnify such person against any and all expenses that are actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Company under this Article VIII, to the extent such person is successful in such action, and to the extent not prohibited by law. In any such suit, the Company shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

8.8 NON-EXCLUSIVITY OF RIGHTS

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's

official capacity and as to action in another capacity while holding such office. The Company is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the DGCL or other applicable law.

8.9 INSURANCE

The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of the DGCL.

8.10 SURVIVAL

The rights to indemnification and advancement of expenses conferred by this Article VIII shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.11 EFFECT OF REPEAL OR MODIFICATION

A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to or repeal or elimination of the certificate of incorporation or these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

8.12 CERTAIN DEFINITIONS

For purposes of this Article VIII, references to the "**Company**" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent company, or is or was serving at the request of such constituent company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving company as such person would have with respect to such constituent company if its separate existence had continued. For purposes of this Article VIII, references to "**other enterprises**" shall include employee benefit plans; references to "**fines**" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "**serving at the request of the Company**" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "**not opposed to the best interests of the Company**" as referred to in this Article VIII.

ARTICLE IX - GENERAL MATTERS

9.1 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS

Except as otherwise provided by law, the certificate of incorporation or these bylaws, the Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute any document or instrument in the name of and on behalf of the Company; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

9.2 FISCAL YEAR

The fiscal year of the Company shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

9.3 SEAL

The Company may adopt a corporate seal, which shall be adopted and which may be altered by the Board of Directors. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

9.4 CONSTRUCTION; DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "**person**" includes a corporation, partnership, limited liability company, joint venture, trust or other enterprise, and a natural person. Any reference in these bylaws to a section of the DGCL shall be deemed to refer to such section as amended from time to time and any successor provisions thereto.

9.5 FORUM SELECTION

Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another State court in Delaware or the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Company, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, stockholder, officer or other employee of the Company to the Company or the Company's stockholders, (c) any action arising pursuant to any provision of the DGCL or the certificate of incorporation or these bylaws (as either may be amended from time to time) or (d) any action asserting a claim governed by the internal affairs doctrine, except for, as to each of (a) through (d) above, any claim as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than such court or for which such court does not have subject matter jurisdiction.

Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be, to the fullest extent permitted by law, the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, against any person in connection with any offering of the Company's securities, including, without limitation and for the avoidance of doubt, any auditor, underwriter, expert, control person, or other defendant.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to the provisions of this Section 9.5. This provision shall be enforceable by any party to a complaint covered by the provisions of this Section 9.5. For the avoidance of doubt, nothing contained in this Section 9.5 shall apply to any action brought to enforce a duty or liability created by the 1934 Act or any successor thereto.

If any provision of this Section 9.5 shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 9.5 (including, without limitation, each portion of any sentence of this Section 9.5 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE X - AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote provided, however, that the affirmative vote of the holders of at least 66 2/3% of the total voting power of outstanding voting securities, voting together as a single class, shall be required for the stockholders of the Company to alter, amend or repeal, or adopt any bylaw inconsistent with, the following provisions of these bylaws: Article II, Sections 3.1, 3.2, 3.4 and 3.11 of Article III, Article VIII, Section 9.5 of Article IX or this Article X (including, without limitation, any such Article or Section as renumbered as a result of any amendment, alteration, change, repeal, or adoption of any other bylaw). The Board of Directors shall also have the power to adopt, amend or repeal bylaws; provided, however, that a bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

Exhibit 5.1

WILSON SONSINI

Wilson Sonsini Goodrich & Rosati
Professional Corporation

701 Fifth Avenue
Suite 5100
Seattle, WA 98104-7036

o: (206) 883-2500
f: (206) 883-2699

April 27, 2022

Sarcos Technology and Robotics Corporation
650 South 500 West, Suite 150
Salt Lake City, Utah 84101

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-8 (the "Registration Statement"), filed by Sarcos Technology and Robotics Corporation, a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), covering the registration for resale under the Securities Act of an aggregate of up to 3,877,039 shares of the Company's common stock, $0.0001 par value per share (the "Common Stock"), consisting of (i) 54,930 shares of Common Stock (the "2005 Plan Shares") that may be issued upon the exercise of outstanding stock options granted under the RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07) (the "2005 Plan") and (ii) 3,822,109 shares of Common Stock (the "2014 Plan Shares" and, together with the 2005 Plan Shares, the "Shares") that may be issued upon the exercise of outstanding stock options granted under the RE2, Inc. Stock Incentive Plan of 2014 (the "2014 Plan" and, together with the 2005 Plan, the "Plans").

We have examined such instruments, documents, certificates and records, and such questions of law, as we have considered necessary or appropriate for the basis of our opinions hereinafter expressed. In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the instruments, documents, certificates and records we have reviewed; (iv) that the Registration Statement, and any amendments thereto, will have become effective under the Securities Act; and (v) the legal capacity and competency of all natural persons. As to any facts material to the opinions expressed herein that were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Company.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set out below, we are of the opinion that when the Shares have been issued pursuant to the applicable provisions of the Plans, and pursuant to the agreements that accompany the Plans, and in accordance with the Registration Statement, such Shares will be validly issued, fully paid and nonassessable.

We express no opinion as to any matter relating to the laws of any jurisdiction other than the federal laws of the United States of America and the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement and to the use of our name wherever it appears in the Registration Statement, the Prospectus, any prospectus supplement, and in any amendment or supplement thereto. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8), pertaining to the RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07) and RE2, Inc. Stock Incentive Plan of 2014, of our report dated March 29, 2022, with respect to the consolidated financial statements of Sarcos Technology and Robotics Corp. included in its Annual Report (Form 10-K) for the year ended December 31, 2021, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Salt Lake City, Utah
April 27, 2022

re2, Inc.

2005 STOCK OPTION PLAN

AMENDED AND RESTATED (5-7-07)

1. Purpose and Name of the Plan. The name of the plan is the re2, Inc. 2005 Stock Option Plan (the "Plan"). The purpose of the Plan is to attract, retain and reward persons providing services to **re2, Inc.** (the "Company") and any successor corporation thereto and to motivate such persons to contribute to the growth and future financial success of the Company.

2. Stock Subject to the Plan.

(a) The total number of shares of the authorized but unissued or treasury shares of the common stock, no par value per share, of the Company (the "Common Stock") for which options may be granted under the Plan shall not exceed one million (1,000,000) shares, and shall be subject to adjustment as provided in Section 12 hereof.

(b) If an option granted hereunder shall expire or terminate for any reason without having vested fully or having been exercised in full, the unvested and/or unpurchased shares subject thereto shall again be available for subsequent option grants under the Plan.

(c) Stock issuable upon exercise of an option granted under the Plan may be subject to such restrictions on transfer, repurchase rights or other restrictions as shall be determined by the Plan Administrator. These restrictions shall include, without limitation, a requirement that the optionee execute any shareholders' agreement then provided by the Company upon the exercise of such option.

3. Administration of the Plan.

(a) At the discretion of the Company's Board of Directors, the Plan shall be administered either (i) by the full Board of Directors of the Company or (ii) if the Board of Directors consists of at least three (3) members and the Board of Directors so desires, by a committee (the "Committee") consisting of two or more members of the Company's Board of Directors (referred to hereinafter in either case, as the "Plan Administrator"). The Board of Directors may from time to time appoint a member or members of the Committee in substitution for or in addition to the member or members then in office and may fill vacancies on the Committee however caused. The Committee shall choose one of its members as Chairman and shall hold meetings at such times and places as it shall deem advisable. A majority of the members of the Committee shall constitute a quorum and any action may be taken by a majority of those present and voting at any meeting. If there is a deadlock in the voting, the Chairman of the Committee shall choose the outcome.

(b) Any action may also be taken without the necessity of a meeting by a written instrument signed by the Plan Administrator. The decision of the Plan Administrator as to all questions of interpretation and application of the Plan shall be final, binding and conclusive on all persons. The Plan Administrator shall have the authority to adopt, amend and rescind such

rules and regulations as, in its opinion, may be advisable in the administration of the Plan. The Plan Administrator may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any option agreement granted hereunder in the manner and to the extent it shall deem expedient to carry the Plan into effect and shall be the sole and final judge of such expediency. The Plan Administrator shall not be liable for any action or determination made in good faith with respect to the Plan or to any option granted pursuant thereto.

4. Type of Options. Options granted pursuant to the Plan shall be authorized by action of the Plan Administrator and may be designated as either incentive stock options meeting the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or non-qualified options which are not intended to meet the requirements of such Section 422 of the Code, the designation to be in the sole discretion of the Plan Administrator. The Plan shall be administered by the Plan Administrator in such manner as to permit options to qualify as incentive stock options under the Code.

5. Eligibility. Options designated as incentive stock options shall be granted only to employees (including officers and directors who are also employees) of the Company and any of its subsidiaries. Options designated as non-qualified options may be granted to directors (whether or not employees), officers, employees, consultants, and advisors of the Company or of any of its subsidiaries. "Subsidiary" or "subsidiaries" shall be as defined in Section 424 of the Code and the Treasury Regulations promulgated thereunder (the "Regulations").

The Plan Administrator shall, from time to time, at its sole discretion, select from such eligible individuals those to whom options shall be granted and shall determine the number of shares to be subject to each option.

No option designated as an incentive stock option shall be granted to any employee of the Company or any subsidiary if such employee owns, immediately prior to the grant of an option, stock representing more than 10% of the voting power or more than 10% of the value of all classes of stock of the Company or a parent or a subsidiary, unless the purchase price for the stock under such option shall be at least 110% of its fair market value at the time such option is granted and the option, by its terms, shall not be exercisable more than five years from the date it is granted. In determining the stock ownership under this paragraph, the provisions of Section 424(d) of the Code shall be controlling. In determining the fair market value under this paragraph, the provisions of Section 7 hereof shall apply.

6. Option Agreement. Each option shall be evidenced by an option agreement (the "Agreement") duly executed on behalf of the Company and by the optionee to whom such option is granted, which Agreement shall comply with and be subject to the terms and conditions of the Plan. The Agreement may contain such other terms, provisions and conditions which are not inconsistent with the Plan as may be determined by the Plan Administrator, provided that options designated as incentive stock options shall meet all of the conditions for incentive stock options as defined in Section 422 of the Code. The date of grant of an option shall be as determined by the Plan Administrator. More than one option may be granted to an individual.

7. Option Price.

(a) Incentive Stock Options. The option price or prices of shares of the Company's Common Stock for incentive stock options shall be the fair market value of such Common Stock at the time the option is granted as determined by the Plan Administrator in accordance with the Regulations promulgated under Section 422 of the Code, unless the employee to whom the option will be granted owns, immediately prior to the grant of an option, stock representing more than 10% of the voting power or more than 10% of the value of all classes of stock of the Company, in which case, the option price of shares of the Company's Common Stock for incentive stock options shall be at least 110% of the fair market value of such Common Stock at the time the option is granted, as determined by the Plan Administrator.

(b) Non-qualified Stock Options. The option price or prices of shares of the Company's Common Stock for options designated as non-qualified stock options shall be determined by the Plan Administrator.

8. Manner of Payment; Manner of Exercise.

(a) The entire option price shall be paid at the time the option is exercised (the "Exercise Price"). The payment of the Exercise Price, unless otherwise determined by the Plan Administrator, shall be paid by delivery of cash or a check payable to the order of the Company in an amount equal to the Exercise Price of such options. If the Plan Administrator determines that it is appropriate, the Exercise Price may be paid by delivering shares of Common Stock of the Company owned by the optionee having a fair market value equal in amount to the Exercise Price of the options being exercised. The fair market value of any shares of the Company's Common Stock which may be delivered upon exercise of an option shall be determined by the Plan Administrator in accordance with Section 7 hereof.

(b) To the extent that the right to purchase shares under an option has accrued and is in effect, options may be exercised in full at one time or in part from time to time, by giving written notice, signed by the person or persons exercising the option, to the Company, stating the number of shares with respect to which the option is being exercised, accompanied by payment in full for such shares as provided in subparagraph (a) above, and an executed copy of any shareholders' agreement in effect at the time of exercise. Upon such exercise, delivery of a certificate for paid-up non-assessable shares shall be made at the principal office of the Company to the person or persons exercising the option at such time, during ordinary business hours, after 9:00 a.m. but not more than thirty (30) days from the date of receipt of the notice by the Company, as shall be designated in such notice, or at such time, place and manner as may be agreed upon by the Company and the person or persons exercising the option. Upon issuance of the shares resulting from the exercise of the option, the optionee shall become a shareholder of the Company as to the Shares acquired upon such exercise.

9. Exercise of Options.

(a) Unless determined otherwise by the Board of Directors, each option granted under the Plan shall, subject to Section 10(b) and Section 12 hereof, be exercisable with reference to

date of the grant of options (the "Grant Date") as follows: prior to the first anniversary date of the Grant Date — zero percent (0%); on the first anniversary date of the Grant Date — twenty-five percent (25%). Thereafter, additional shares shall vest equally on a monthly basis, in arrears, such that by the fourth anniversary date of the Grant Date all shares shall vest, provided, however, that no option granted under the Plan shall have a term in excess of ten (10) years from the date of grant. Notwithstanding any other provisions of this section, in the event of (i) the death of the optionee or (ii) a Change of Control (as hereinafter defined) of the Company, each optionee will automatically receive twelve (12) months accelerated vesting under his or her Agreement.

For purposes of the Plan, a "Change of Control" shall be deemed to have occurred if any of the following conditions have occurred: (1) the merger or consolidation of the Company with another entity where the Company is not the surviving entity and where after the merger or consolidation (i) its shareholders prior to the merger or consolidation hold less than 50% of the voting stock of the surviving entity and (ii) its Directors prior to the merger or consolidation are less than a majority of the Board of the surviving entity; (2) the sale, lease, license or other disposition of all or substantially all of the Company's assets to a third party and subsequent to the transaction (i) the Company's shareholders hold less than 50% of the stock of said third party and (ii) the Company's Directors are less than a majority of the Board of said third party; or (3) a transaction or series of related transactions, including a merger of the Company with another entity where the Company is the surviving entity, whereby (i) its shareholders prior to the merger or consolidation hold less than 50% of the voting stock of the surviving entity and (ii) its Board of Directors after the transaction(s) or within sixty (60) days thereof, is comprised of less than a majority of the Directors serving prior to the transaction(s).

To the extent that an option to purchase shares is not exercised by an optionee when it becomes initially exercisable, it shall not expire but shall be carried forward and shall be exercisable, on a cumulative basis, until the expiration of the exercise period. No partial exercise may be made for less than fifty (50) full shares of Common Stock. Upon the partial exercise of any option, the Company shall issue a new Option Agreement referencing the unexercised portion of the original option.

(b) Notwithstanding the foregoing, the Plan Administrator may in its discretion (i) specifically provide for another time or times of exercise or (ii) accelerate the exercisability of any option subject to such terms and conditions as the Plan Administrator deems necessary and appropriate.

10. Term of Options; Exercisability.

(a) Term.

(1) Each option shall expire not more than ten (10) years from the date of the granting thereof, but shall be subject to earlier termination as herein provided.

(2) Except as otherwise provided in this Section 10, an option granted to any employee, consultant, or director optionee who ceases to be of service to the Company or one of

its subsidiaries shall terminate ninety (90) days after the date such optionee ceases to be an employee of the Company or one of its subsidiaries, or on the date on which the option expires by its terms, whichever occurs first.

(3) If such termination of employment or service is because of dismissal for Cause or because the employee, consultant or director is in breach of any employment, consulting or service agreement, such option will terminate on the date the optionee ceases to be an employee of the Company or one of its subsidiaries. For the purpose of this Plan, the term "Cause" shall mean (A) with respect to an individual who is party to a written agreement with the Company which contains a definition of "cause" or "for cause" or words of similar import for purposes of termination of employment thereunder by the Company, "cause" or "for cause" as defined in such agreement; (B) in all other cases (i) a pattern of gross negligence by the optionee in the performance of the optionee's duties for the Company or a subsidiary; (ii) willful refusal to follow the directions of the Board of Directors or senior officers; (iii) repeated acts of public intoxication by the optionee; (iv) confirmed habitual use of drugs or other substances whose sale is unlawful; (v) the criminal indictment of the optionee involving conduct which constitutes a felony (whether or not related to the optionee's employment with or service for the Company or a subsidiary); (vi) an act of the optionee resulting or intending to result directly or indirectly in gain or personal enrichment of the optionee at the Company's expense (either actual or potential); (vii) any violation of an express direction or any reasonable rule, regulation or policies established by the Company or a subsidiary from time to time regarding the conduct of its business; or (viii) the breach of provisions with respect to protection of confidential information contained in the option documents or in the optionee's employment, service or consulting agreement with the Company or a subsidiary.

(4) If such termination of employment or service is because the optionee has become permanently disabled (within the meaning of Section 22(e)(3) of the Code), such option shall terminate on the first anniversary of the date such optionee ceases to be an employee, or on the date on which the option expires by its terms, whichever occurs first.

(5) In the event of the death of any optionee, any option granted to such optionee shall terminate on the first anniversary of the date of death, or on the date on which the option expires by its terms, whichever occurs first, to the extent such option is vested and unexercised.

(6) Notwithstanding subparagraphs (2), (3), (4) and (5) above, the Plan Administrator shall have the authority to extend the expiration date of any outstanding option in circumstances in which it deems such action to be appropriate, notwithstanding for incentive stock options, such extension would cause the option to no longer comply with the qualifications under Section 422 of the Code.

(b) Exercisability. An option granted to an employee optionee who ceases to be an employee of the Company or one of its subsidiaries, whether by having become permanently disabled, as defined in Section 22(e)(3) of the Code, by death (subject to the provisions of Section 9(a)), or otherwise, shall be exercisable only to the extent that the right to purchase shares under such option has accrued and is in effect on the date such optionee ceases to be an

employee of the Company or one of its subsidiaries. Options granted to non-employees shall have such exercisability standards as the Plan Administrator shall determine.

(c) Shareholders' Agreement. Upon exercise by the optionee, such optionee shall enter into a shareholders' agreement by and among the Company and its Shareholders (the "Shareholders' Agreement"). The Shareholders' Agreement shall be on such further terms and conditions as is determined by the Company and its Shareholders.

11. Options Not Transferable. The right of any optionee to exercise any option granted to him or her shall not be assignable or transferable by such optionee otherwise than by will or the laws of descent and distribution or as otherwise required by statute and any such option shall be exercisable during the lifetime of such optionee only by him. Any option granted under the Plan shall be null and void and without effect upon the bankruptcy of the optionee to whom the option is granted, or upon any attempted assignment or transfer, except as herein provided, including without limitation any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition, attachment, divorce, trustee process or similar process, whether legal or equitable, of such option.

12. Recapitalizations, Reorganizations and the Like.

(a) In the event that the outstanding shares of the Common Stock of the Company are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation by reason of any reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, combination of shares, or dividends payable in capital stock, appropriate adjustment shall be made in the number and kind of shares as to which options may be granted under the Plan and as to which outstanding options or portions thereof then unexercised shall be exercisable, to the end that the proportionate interest of the optionee shall be maintained as before the occurrence of such event; such adjustment in outstanding options shall be made without change in the total price applicable to the unexercised portion of such options and with a corresponding adjustment in the option price per share.

(b) In addition, unless otherwise determined by the Plan Administrator in its sole discretion, in the case of any Change of Control of the Company, (i) the purchaser(s) of the Company's assets or stock may, in his, her or its discretion, deliver to the optionee the same kind of consideration that is delivered to the shareholders of the Company as a result of such sale, conveyance or Change of Control, (ii) the purchaser(s) of the Company's assets or stock, may assume the options, or (iii) the Plan Administrator may cancel all outstanding options in exchange for consideration in cash or in kind, which consideration in both cases shall be equal in value to the value of those shares of stock or other securities the optionee would have received had the option been exercised (to the extent then exercisable) and no disposition of the shares acquired upon such exercise been made prior to such Change of Control, less the option price therefor. If the options are purchased by the purchaser(s) of the Company's assets or stock, then upon receipt of consideration by the optionee, his or her option shall immediately terminate and be of no further force and effect. The value of the stock or other securities the optionee would have received if the option had been exercised shall be determined in good faith by the Plan Administrator, and in the case of shares of the Common Stock of the Company, in accordance

with the provisions of Section 7 hereof. The Plan Administrator shall also have the power and right to accelerate the exercisability of any options, notwithstanding any limitations in this Plan or in the Agreement upon such Change of Control.

(c) No fraction of a share shall be purchasable or deliverable upon the exercise of any option, but in the event any adjustment hereunder of the number of shares covered by the option shall cause such number to include a fraction of a share, such fraction shall be adjusted to the nearest smaller whole number of shares.

13. No Special Employment Rights — Leaves of Absence. Nothing contained in the Plan or in any option granted under the Plan shall confer upon any option holder any right with respect to the continuation of his or her employment by the Company (or any subsidiary thereof) or interfere in any way with the right of the Company (or any subsidiary thereof), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the option holder from the rate in existence at the time of the grant of an option. Whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment shall be determined by the Plan Administrator at the time such leave of absence is authorized.

14. Withholding. The Company's obligation to deliver shares upon the exercise of any option granted under the Plan shall be subject to the option holder's satisfaction of all applicable Federal, state and local income, excise, employment and any other tax withholding requirements.

15. Restrictions on Issue of Shares.

(a) Notwithstanding the provisions of Section 8, the Company may delay the issuance of shares covered by the exercise of an option and the delivery of a certificate for such shares until one of the following conditions shall be satisfied:

(1) The shares with respect to which such option has been exercised are at the time of the issue of such shares effectively registered or qualified under applicable Federal and state securities acts now in force or as hereafter amended; or

(2) Counsel for the Company shall have advised the Company, that such shares are exempt from registration and qualification under applicable Federal and state securities acts now in force or as hereafter amended.

(b) It is intended that all exercises of options shall be effective, and the Company shall use its best efforts to bring about compliance with the above conditions within a reasonable time, except that the Company shall be under no obligation to qualify shares or to cause a registration statement or a post-effective amendment to any registration statement to be prepared for the purpose of covering the issue of shares in respect of which any option may be exercised, except as otherwise agreed to by the Company in writing.

16. **Loans.** The Plan Administrator may, in its discretion, cause the Company to make loans to optionees to permit them to exercise options. If loans are made, the requirements of all applicable Federal and state laws and regulations regarding such loans must be met and the stock issued pursuant to the exercise of such option shall be pledged to the Company pursuant to a stock pledge agreement as security for the loan until such amounts are repaid.

17. **Modification of Outstanding Options.** The Committee may authorize the amendment of any outstanding option with the consent of the optionee when and subject to such conditions as are deemed to be in the best interests of the Company and in accordance with the purposes of this Plan.

18. **Approval of Shareholders.** This Amended and Restated Plan shall be subject to approval by the vote of shareholders holding at least a majority of the voting stock of the Company present, or represented, and entitled to vote at a duly held shareholders' meeting, or by written consent of the shareholders as provided for under applicable state law, within twelve (12) months after the adoption of the Plan by the Board of Directors and shall take effect as of the date of adoption by the Board of Directors upon such approval.

19. **Termination and Amendment.** Unless sooner terminated as herein provided, the Plan shall terminate ten (10) years from the date upon which the Plan was duly adopted by the Board of Directors of the Company. The Board of Directors may at any time terminate the Plan or make such modification or amendment thereof as it deems advisable; provided, however, that except as provided in this Section 19, the Board of Directors may not, without the approval of the shareholders of the Company obtained in the manner stated in Section 18, increase the maximum number of shares for which options may be granted or change the designation of the class of persons eligible to receive options under the Plan, or make any other change in the Plan which requires shareholder approval under applicable law or regulations, including any approval requirement which is a prerequisite for exemptive relief under Section 16 of the 1934 Act. The Plan Administrator may terminate, amend or modify any outstanding option without the consent of the option holder, provided, however, that, except as provided in Section 12, without the consent of the optionee, the Plan Administrator shall not change the number of shares subject to an option, nor the exercise price thereof, nor extend the term of such option.

20. **Reservation of Stock.** The Company shall at all times during the term of the Plan reserve and keep available such number of shares of stock as will be sufficient to satisfy the requirements of the Plan and shall pay all fees and expenses necessarily incurred by the Company in connection therewith.

21. **Limitation of Rights in the Option Shares.** An optionee shall not be deemed for any purpose to be a shareholder of the Company with respect to any of the options except to the extent that the option shall have been exercised with respect thereto.

22. **Notices.** Any communication or notice required or permitted to be given under the Plan shall be in writing, and mailed by registered or certified mail or delivered by hand, if to the Company, to its principal place of business, attention: President, and, if to an optionee, to the address as appearing on the records of the Company.

Approved by the Board: May 7, 2007

Approved by Shareholders: May 7, 2007

re2, inc.
4925 Harrison Street
Pittsburgh, PA 15201

[Date]

Dear [Name]:

re2, inc. (the "Company") is pleased to offer you non-statutory stock option (the "Option") to purchase [NSO Options] shares of the Company's Common Stock (the "Shares") under the re2, inc. **Amended and Restated Stock Option Plan of 2005 Amended and Restated (5-7-07)** (the "Plan") a copy of which has been provided to you.

BACKGROUND

The Company is a Pennsylvania corporation formed in 2001, that provides consulting and development of robotic software and products.

This letter sets forth the principal terms of the Option, the procedure for accepting this offer, and certain other information you will need to decide whether to accept this offer.

PRINCIPAL TERMS OF THE OPTION

The Option exercise price is [Option Price] per share. [The Board of Directors believes that this price is less than the Fair Market Value of the Company's Common Stock on [Date] determined in accordance with the Plan.] Recently, the Board of Directors determined that the Fair Market Value was [Current Price] per share.

Except as noted below, the Option, may be exercised only by you and expires ten (10) years after the date of grant. The Option vests over a period of four (4) years from the date of the grant, in accordance with the Non-Statutory Stock Option Agreement, a copy of which has been provided to you. In the case of your death or a change of control (as defined in the Plan), the portion of the option that would have vested in the 12 months following such event shall be deemed to have vested immediately prior to such event.

In case of your permanent disability or death, you or your estate or heirs will have a period of one (1) year to exercise the Option as to Shares vested at the time of your death (as indicated above including the following year) or termination for disability, as the case may be, subject to the overall ten (10) year exercise period set forth in the Plan. Thereafter, the Option expires as to all the Shares not purchased.

If you cease to be an employee of the Company based on a termination without cause or your voluntary termination (without breach of your obligations in the Employment Agreement) the Option may be exercised only during the ninety (90) day period following such event (subject to the overall ten (10) year exercise period set forth in the Plan) and only as to those

Shares which have vested as of the time of termination. Thereafter, the Option expires as to all Shares not previously purchased.

If you cease to be an employee of the Company due to a termination for cause or your breach of any of your obligations under the Employment Agreement, the Option expires as to all Shares not previously purchased.

HOW TO ACCEPT THE OFFER

To accept this offer, you must return a signed copy of the Non-Statutory Stock Option Agreement. No money is needed to accept the offer, and there shall be no federal income tax consequences to you upon such acceptance. Your execution of the Non-Statutory Stock Option Agreement includes your agreement to be bound by the Company's standard policies regarding confidentiality, inventions and restrictive covenants as outlined in the Employment Agreement. Retain a copy of the Non-Statutory Stock Option Agreement for your records. Please note that the Company will rely upon your representations and warranties in the Non-Statutory Stock Option Agreement.

HOW TO EXERCISE THE OPTION

Once vested, you may exercise the Option at any time for fifty (50) shares or more. To exercise the Option, complete and sign a copy of the Option Exercise Form (the "Form"), which is available upon request. Return the Form along with cash or a personal, certified or cashier's check in an amount equal to the Option exercise price times the number of Shares you are purchasing to the Secretary of the Company at the principal office of the Company. Retain a copy of the Form for your records. Please note that the Company will rely upon your representations and warranties in the Form.

Following the delivery of a signed copy of the Form and payment for the Shares, the Company will issue to you a stock certificate for the Shares purchased by you.

INFORMATION YOU NEED BEFORE EXERCISING THE OPTION

In order to make an informed decision as to whether and when to exercise the Option, you should first consider the following information and carefully review the Plan and the Agreement. You should also consult with your own legal and tax advisors.

The Company

As you know, the Company is engaged in the business of providing consulting and development of robotic software and products. Before you exercise the Option, you should inquire about the Company's financial results and position and the status of its business development.

Nature of an Investment in the Shares

The Company is a privately held, service and product oriented business in the early stages of its development and any investment in the Company must be considered high risk.

With a high risk investment you could lose some or all of your investment. The Company anticipates reinvesting some portion of its profits in the growth of the Company.

There is not currently a public market for the Company's Common Stock and the Company does not anticipate growth that might allow the Company to offer its Shares to the public. Thus, the Shares would most likely be illiquid (that is, not readily convertible to cash) for an indefinite period of time, other than the limited right to resell the stock to the Company. Additionally, the restrictions discussed below severely limit your ability to sell the Shares.

An investment in the Company should be considered a high risk, long-term investment, and you should make your decisions as to whether to exercise the Option with this understanding.

Securities Laws Restrictions on the Sale of the Shares

The Shares will be delivered by the Company to you in reliance upon exemptions from the registration requirements of federal and any applicable state securities laws. Consequently, the Shares may not be resold or otherwise transferred by you unless they are registered or the resale is exempt from such registration. The Company will not be obligated to register the Shares and, therefore, you may have to sell your Shares in a transaction that meets the requirements for an exemption from registration, such as a private sale of the Shares.

Restrictions on the Shares Imposed by the Agreement

The Agreement imposes an additional restriction on your ability to dispose of the Shares. You may not transfer the Shares (other than to the Company, as defined in the Plan) prior to an IPO, or change of control.

If you leave your employment with the Company the Company will have a right to repurchase your Shares at a purchase price that is equal to the fair market value for the Stock. Upon death, the Company retains the right to repurchase the Shares.

The following discussion of federal income tax consequences is not to be construed as legal or tax advice. This summary of tax consequences is based on current federal income tax law, which may be altered by statutory, administrative or judicial changes. In particular, you should consider the effects of any pending federal tax legislation and the effects of state, local or foreign taxes (which may differ substantially from the federal income tax consequences).

Federal Income Tax Consequences - Purchase of the Shares

Generally, you will realize taxable income when you purchase the Shares upon exercise of the Option. You will realize ordinary income upon the exercise equal to the excess of fair market value of the Shares on the date of purchase over the purchase price of the Shares (the "Spread").

Generally, your tax basis in the Shares will be equal to your purchase price of the Shares plus the Spread. Your holding period for the Shares will begin at the time you purchase the Shares by exercise of the Option.

Federal Income Tax Consequences - Sale of the Shares

If you have held the Shares for more than one year after the date of purchase, when you sell the Shares you will realize a long-term capital gain or loss measured by the difference between the selling price of the Shares and your tax basis in the Shares.

If you sell or otherwise dispose of your Shares prior to one year after the date of purchase, you will realize a short-term capital gain or loss measured by the difference between the selling price of the Shares and your tax basis in the Shares.

S Corporation Taxation

The Company is currently taxed as an S corporation for both federal and state tax purposes. If you become a shareholder by exercise of the Option while the Company remains an S corporation, items of the Company's income or loss will be passed through to you on a pro rata basis based on your relative shareholdings for the portion of the year you own the shares. If income is passed through to you, it will increase your tax basis. Losses and distributions will decrease your tax basis. In that manner, you could be subject to tax on a portion of the Company's income, even though you have not received any distribution from the Company. Prior to your exercise of the Option, you should inquire about the Company's S corporation status.

State and Local Income Tax Consequences

In general terms the state income tax consequence associated with non-statutory stock options tend to follow the federal consequences. However, you should consult your own tax advisor for further information on both the state and local income tax consequences associated with non-statutory stock options.

Please contact me if you would like any additional information or if you have questions about the information presented.

Congratulations!

Sincerely,

Jorgen Pedersen, CEO
RE2, Inc.

THE SECURITY REPRESENTED BY THIS AGREEMENT HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISPOSITION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

re2, Inc.
INCENTIVE STOCK OPTION AGREEMENT
UNDER re2, INC.'s 2005 STOCK OPTION PLAN

This Agreement is entered into this _____ **day of _____, 2012** (the "Grant Date") by and between **re2, Inc.**, a Pennsylvania corporation with a principal place of business at 4925 Harrison St., Pittsburgh, PA 15201 (the "Company"), and the undersigned Optionee of the Company (or one of its subsidiaries) (the Company and its subsidiaries herein together referred to as the "Company") (the "Optionee").

WHEREAS, the Company desires to grant the Optionee an incentive stock option under the Company's 2005 STOCK OPTION PLAN AMENDED AND RESTATED (5-7-07) (the "Plan") to acquire shares of the Company's common stock, no par value per share (the "Shares") ; and

WHEREAS, Section 6 of the Plan provides that each option is to be evidenced by an option agreement, setting forth the terms and conditions of the option.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Company and the Optionee hereby agree as follows:

1. Grant of Option. The Company hereby grants under the Plan and subject to the terms and conditions of the Plan to the Optionee an incentive stock option (the "Option") to purchase all or any part of an aggregate of _____ Shares on the terms and conditions set forth hereinafter. The Option is intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Purchase Price. The purchase price ("Purchase Price") for the Shares covered by the Option shall be $2.00 per Share.

3. Time of Exercise of Option.

(a) The Option shall not be exercisable prior to the first anniversary of _____, 2012 the Grant Date. Subject to the provisions of Section 3(b) below, thereafter, the Option shall vest for 25% of the Shares on the first anniversary of the Grant Date, with the remaining Shares vesting in thirty-six (36) equal monthly installments thereafter, such that the Option shall vest for 100% of the Shares on the fourth anniversary of the Grant Date.

(b) Notwithstanding the foregoing, upon Optionee's death or in connection with a Change of Control (as defined in Section 9 of the Plan), that portion of the Option that would have otherwise vested in the 12 months following such event shall be deemed to have vested

immediately prior to such event. In the case of a Change of Control, the remaining Shares subject to the Option may continue to vest without interruption in the same installments as prior to such Change of Control until 100% of the Shares are fully vested.

4. Term of Options; Exercisability.

(a) Term.

(1) Each Option shall expire not more than ten (10) years from the date of the granting thereof, but shall be subject to earlier termination as herein provided.

(2) Except as otherwise provided in this Section 4, if the Optionee ceases to be an employee of the Company, no further installments of this Option shall become exercisable and the Option granted to the Optionee hereunder shall terminate ninety (90) days following the day the Optionee ceases to be an employee of the Company, or on the date on which the Option expires by its terms, whichever occurs first.

(3) If such termination of employment is because the Optionee has become permanently disabled (within the meaning of Section 22(e)(3) of the Code), such Option shall terminate on the first anniversary month the date the Optionee ceases to be an employee, or on the date on which the Option expires by its terms, whichever occurs first.

(4) If such termination of employment is because of dismissal for Cause (as defined in the Plan), or because the Optionee is in breach of any employment agreement with the Company, in each case as determined by the Board of Directors of the Company, such Option shall terminate on the day the Optionee ceases to be an employee of the Company, or on the date on which the Option expires by its terms, whichever occurs first.

(5) Notwithstanding anything herein to the contrary, if such termination of employment is because of the Optionee's death, such Option shall terminate on the first anniversary of the date of Optionee's death, or on the date on which the Option expires by its terms, whichever comes first.

(b) Exercisability.

(1) If the Optionee ceases to be an employee of the Company for any reason other than death, the Option granted to the Optionee hereunder shall be exercisable only to the extent that the right to purchase Shares under such Option has accrued and is in effect on the date such Optionee ceases to be an employee of the Company.

(2) No partial exercise may be made for less than fifty (50) full Shares.

5. Manner of Exercise of Option.

(a) To the extent that the right to exercise the Option has accrued and is in effect, the Option may be exercised in full or in part by giving written notice to the Company stating the number of Shares exercised and accompanied by payment in full for such Shares. Payment shall be wholly in cash or by check payable to the order of the Company. Upon such exercise,

delivery of a certificate for paid-up, non-assessable Shares shall be made at the principal office of the Company to the person exercising the Option, not more than thirty (30) days from the date of receipt of the notice by the Company.

(b) The Company shall at all times during the term of the Option reserve and keep available such number of Shares of its common stock as will be sufficient to satisfy the requirements of the Option. The Optionee shall not have any of the rights of a shareholder of the Company in respect of the Shares until one or more certificates for such Shares shall be delivered to him or her upon the due exercise of the Option.

6. Right of Repurchase. The Optionee agrees that dismissal for Cause (as defined in the Plan), or Optionee's material breach of any employment agreement with the Company, in each case as determined by the Board of Directors of the Company in its sole discretion, will trigger a right, exercisable by the Company on the tenth calendar day after written notice is provided to the Optionee at the address set forth below the Optionee's signature on this Agreement, to repurchase any shares of Common Stock acquired by the Optionee upon exercise of any portion of this Option, at a purchase price per share equal to the lower of the price paid by the Optionee for such Common Stock or the fair market value of such Common Stock, as determined pursuant to the Plan (hereinafter, the "Right of Repurchase"). The notice of exercise by the Company of the Right of Repurchase shall indicate the repurchase price per share and the number of shares or other securities to be repurchased by the Company. The Optionee shall sell such shares or other securities to the Company by delivering one or more certificates representing such shares or other securities (with the properly executed instrument of transfer) to the President or Chief Executive Officer of the Company on the tenth calendar day after receipt of the written notice of exercise of the Right of Repurchase. At the closing of the repurchase, which shall take place at the principal offices of the Company, the Company will pay the aggregate repurchase price in total or through the issuance of a promissory note payable in 24 monthly installments and bearing interest at the then applicable lowest applicable federal rate published by the Internal Revenue Service for obligations of such duration, or a combination thereof. The Optionee shall provide written notice to the President or Chief Executive Officer and the Secretary of the Company if the Optionee's residence address changes after the date of this Agreement. In the absence of written notice from the Optionee to the contrary, notice sent to the Optionee at the address set forth below shall constitute effective notice and delivery.

7. Non-Transferability. The right of the Optionee to exercise the Option shall not be assignable or transferable by the Optionee, and the Option may be exercised during the lifetime of the Optionee only by him or her. The Option shall be null and void and without effect upon the bankruptcy of the Optionee or upon any attempted assignment or transfer, except as hereinabove provided, including without limitation any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition contrary to the provisions hereof, or levy of execution, attachment, trustee process or similar process, whether legal or equitable, upon the Option.

8. Adjustments on Changes in Recapitalization, Reorganization and the Like. Adjustments on changes in recapitalization, reorganization and the like shall be made in accordance with Section 12 of the Plan, as in effect on the date of this Agreement.

9. **No Special Employment Rights**. Nothing contained in the Plan or this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment of the Optionee for the period within which this Option may be exercised, nor shall the Plan or this Agreement create any duty of the Company or any of its affiliates or other shareholders to the Optionee, comparable to the duties which partners or joint venturers may owe to each other. However, during the period of the Optionee's employment, the Optionee shall render diligently and faithfully the services which are assigned to the Optionee from time to time by the Board of Directors or by the executive officers of the Company. The Optionee shall at no time take any action which directly or indirectly would be inconsistent with the best interests of the Company.

10. **Rights as a Shareholder.** The Optionee shall have no rights as a shareholder with respect to any Shares which may be purchased by exercise of this Option until exercise of the Option or until exercise. Except as otherwise expressly provided in the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date of such exercise.

11. **Withholding Taxes.** Whenever Shares are to be issued upon exercise of this Option, the Company shall have the right to require the Optionee to remit to the Company an amount sufficient to satisfy all federal, state and local withholding tax requirements prior to issuance of the Shares and the delivery of any certificate or certificates for such Shares. The Company shall have the right to withhold (or to cause one of the Company's subsidiaries to withhold) from compensation otherwise payable to the Optionee, an amount sufficient to satisfy all federal, state and local withholding tax requirements prior to the issuance of such Shares and the delivery of any certificate or certificates of such Shares.

12. **Qualification under Section 422.** It is understood and intended that the Option granted hereunder shall qualify as an “incentive stock option” as defined in Section 422 of the Code. Accordingly, the Optionee understands that in order to obtain the benefits of an incentive stock option under Section 421 of the Code, no sale or other disposition may be made of any Shares acquired upon exercise of the Option within the one-year period beginning on the day after the day of the transfer of such Shares to him or her, nor within the two-year period beginning on the day after the grant of the Option. If the Optionee intends to dispose or does dispose (whether by sale, gift, transfer or otherwise) of any such Shares within said periods, he or she will notify the Company within thirty (30) days after such disposition.

13. **Execution of Shareholders’ Agreement.** The Optionee acknowledges that the Option and the Shares issuable upon exercise thereof are subject to certain transfer restrictions and other restrictions as more fully set forth in that certain Shareholders' Agreement by and among the Company and its shareholders, as amended or restated from time to time (“Shareholders’ Agreement”). The Optionee hereby agrees that it shall be a condition to the exercise of the Option that the Optionee execute a counterpart signature page to the Shareholders’ Agreement, evidencing such Optionee’s agreement to be bound by its terms as a “Shareholder” thereunder.

14. **Amendment and Waiver.** This Agreement may be amended, modified or supplemented, and waivers and consents to departures from the provisions hereof may be given, provided that the same are in writing and signed by the parties to this Agreement.

15. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts or choice of laws principals thereof.

16. **Notice.** Any notices or other communications required to be given hereunder shall be given by hand delivery or by first class mail with all fees prepaid and addressed, if to the Company, to it at 4925 Harrison St., Pittsburgh, PA 15201, Attn: President, and if to Optionee, to the name and address set forth in the signature page hereto, or such other address as either party may specify in writing from time to time.

[The remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Company and the Optionee have executed this Agreement as of the date first above written.

OPTIONEE

Name: _____

Sign: _____

Address: _____

_____

SSN.: _____

re2, Inc.

By: _____

Title: President & CEO

RE2, INC.

STOCK INCENTIVE PLAN OF 2014
Adopted by the Board: December 17, 2014
Approved by the Shareholders: January 13, 2015
Effective Date: December 17, 2014

SECTION 1 (a) Establishment. There is hereby established the RE2, Inc. **Stock Incentive Plan of 2014** (the ***"Plan"***) pursuant to which the employees, officers, consultants, advisors and/or outside directors of RE2, Inc. (the "Company") or any subsidiary or affiliate of the Company who have made, are continuing to make, or are expected to make contributions to the growth, development and future financial success of the Company may be granted shares of common stock of the Company or options to purchase such shares (***"Awards"***), in order to secure for the Company the advantages of the incentive and sense of proprietorship inherent in stock ownership by such persons.

(b) Successor to and Continuation of Prior Plan.

(i) The Plan is the successor to and continuation of the RE2, Inc. 2005 STOCK OPTION PLAN AMENDED AND RESTATED (5-7-07) (the "***Prior Plan***"). From and after the Effective Date (as set forth above) (***"Prior Plan Termination Date"***), no additional stock awards will be granted under the Prior Plan. All stock awards granted under the Prior Plan remain subject to the terms of the Prior Plan. All Awards granted on or after 12:01 a.m. Eastern Time on the Effective Date are subject to the terms of this Plan.

(ii) Any shares that would otherwise remain available for future grants under the Prior Plan on the Prior Plan Termination Date shall cease to be available under the Prior Plan at such time. Instead, that number of shares of Common Stock equal to the number of shares of common stock of the Company then available for future grants under the Prior Plan (the "***Reserve Shares***") shall be available for grants and issuance pursuant to Stock Awards under this Plan as set forth in Section 5 below.

(iii) From and after the Effective Date, a number of shares of Common Stock equal to the total number of shares of common stock subject to outstanding stock awards granted under the Prior Plan that: (A) expire or terminate for any reason prior to exercise or settlement; (B) are forfeited because of the failure to meet a contingency or condition required to vest such shares; (C) are repurchased upon the termination of an Employee's employment, or (D) are otherwise reacquired or are withheld (or not issued) to satisfy a tax withholding obligation in connection with an award (the "***Returning Shares***") will immediately be added to the Share Reserve (as further described in Section 5 below) as and when such shares become Returning Shares (up to the maximum number set forth in Section 5), and become available for issuance pursuant to Awards granted hereunder.

SECTION 2 Duration. All options or awards granted by the Company under this Plan must be granted within ten (10) years from the Effective Date. Any options outstanding after such date shall remain exercisable to the extent provided in Section 14 hereof.

SECTION 3 Administration. (a) The Plan shall be administered by the Board of Directors or by a committee of the Board to which such authority is delegated by the Board (the ***"Administrator"***); provided; however; that the Board of Directors of the Company shall:

(i) approve each option or award;

(ii) determine the Fair Market Value of the Company's Common Stock when and as required by the Plan and applicable law;

(iii) have the power to suspend or terminate the Plan at any time, and to amend the Plan in any respect the Board deems necessary or advisable as provided in Section 14 hereof; and

(iv) submit any amendment to the Plan for shareholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 422 of the Code regarding "incentive stock options".

(b) Subject to the provisions of the Plan and approval of any grant or award by the Board of Directors, the Administrator is authorized to determine: (A) who will be granted Awards; (B) when and how each Award will be granted; (C) what type of Award will be granted; (D) the provisions of each Award (which need not be identical), including when a person will be permitted to exercise or otherwise receive Common Stock under the Award; and (E) the number of shares of Common Stock subject to an Award.

(c) The Administrator may in its discretion (i) vary the times and methods of exercise, (ii) accelerate the exercisability of any option or award, or (iii) extend the expiration date of any outstanding option in circumstances in which it deems such action to be appropriate, notwithstanding that for incentive stock options, such extension would cause the option to no longer comply with the qualifications under Section 422 of the Code.

(d) The Administrator is also authorized to interpret the Plan and to establish and amend rules and regulations to interpret the Plan and to take such other actions in administration of the Plan as it shall deem proper, including interpretation of any stock option or stock award agreement. All determinations by the Administrator shall be final and binding upon the Company and the Participants hereunder.

SECTION 4 Eligibility. Those employees, officers, consultants, advisors and outside directors of the Company who have made and/or are in a position to make contributions to the continued growth, development and future success of the Company or any subsidiary or affiliate of the Company shall be eligible to participate in the Plan. The Administrator shall make recommendations as to those persons to whom options or awards shall be granted (each, a ***"Participant"***) and determine the number of shares to be included in such options or awards. No persons shall have any right to receive an option or award, except as the Administrator shall determine, and the Board shall approve.

SECTION 5 Shares Subject to the Plan. (a) The Administrator may grant Awards pursuant to the Plan in the aggregate amount of up to 2,400,000 shares of common stock of the Company (the ***"Total Shares"***). The Total Shares include without limitation: (A) the

Reserve Shares, and (B) the Returning Shares, if any, in an amount not to exceed [840,662] shares (if and when the Returning Shares ever become available for grant under this Plan). Shares subject to Awards may be either authorized and unissued shares or shares held in the Treasury of the Company. To the extent that options granted under the Plan shall expire or terminate without being exercised, shares covered, thereby as well as any shares repurchased pursuant hereto, shall remain available for purposes of the Plan.

(b) For clarity, the Total Shares are limitations on the number of shares of Common Stock that may be issued (or issued as Incentive Stock Options) under the Plan. As a single share may be subject to grant more than once (*e.g.*, if a share subject to a Stock Award is forfeited, it may be made subject to grant again as provided in Section 3(b) below), the Share Reserve are not limits on the number of Stock Awards or Incentive Stock Options that can be granted.

SECTION 6 Types of Awards. The Plan provides for the grant or award of (A) Options; (B) Restricted Stock Awards; and (C) Other Stock Awards. Options granted pursuant to the Plan may be either options that are intended to constitute and be treated as incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended (the ***"Code"***) (hereinafter called ***"Incentive Stock Options"***) or options that are not intended to constitute and be treated as Incentive Stock Options (hereinafter called ***"Non-Statutory Stock Options"***); provided, however, that only employees will be entitled to receive Incentive Stock Options.

SECTION 7 Authority of Administrator. The Administrator, in its discretion, may permit a Participant voluntarily to surrender for cancellation an option granted under the Plan or the Prior Plan, such surrender to be conditioned upon the granting to such Participant of a new option under the Plan for the same or a different number of shares as the option surrendered, or may require such surrender as a condition precedent to the grant of a new option to such Participant. Any such new option shall be exercisable at the price, during the period, and in accordance with any other terms and conditions specified by the Administrator at the time the new option is granted, without regard to the price, period of exercise, or any other terms or conditions of the option surrendered for cancellation. The grant of such new option shall not be deemed an amendment of the Plan or the option surrendered. For purposes of Section 5 hereof, options so surrendered for cancellation shall be deemed to have terminated without being exercised.

SECTION 8 Terms of Options and Awards. Each option or award granted under the Plan shall be evidenced by an agreement between the Company and the Participant designating the option or award as either an Incentive Stock Option, a Non-Statutory Stock Option, a Restricted Stock Award or an Other Stock Award and shall be subject to the following terms and conditions:

(a) Subject to adjustment as provided in Section 9 of this Plan, the price at which each share covered by an option may be purchased (the ***"Option Price"*** or ***"Exercise Price"***) shall be determined in each case by the Administrator but, in the case of any Option, shall not be less than the fair market value thereof at the time the option is granted as determined by the Board in conformity with Section 13 hereof (***"Fair Market Value"***). If a Participant owns (or is deemed to own under applicable provisions of the Code and rules and

regulations promulgated thereunder) more than 10% of the combined voting power of all classes of the stock of the Company and an option granted to such Participant is intended to qualify as an Incentive Stock Option, the Option Price shall be no less than 110% of the Fair Market Value of the shares covered by the option on the date the option is granted.

(b) Restricted Stock Awards may be made of the Company's Common Stock, with the following terms, each of which is incorporated by reference into any Restricted Stock Award Agreement that does not expressly provide for a different term:

(i) A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Shares shall cease to be Restricted Shares on a schedule established by the Administrator, but, if not otherwise established, equal to 25% per year measured from the date of award;

(iii) Upon termination of employment, the Participant will sell to the Company, at the election of the Company exercised within ninety (90) days of such termination any Shares that are still Restricted Shares on that date, at the purchase price;

(iv) Restricted Shares may not be sold, assigned, pledged, exchanged or otherwise transferred except for resale to the Company. Shares as to which restrictions (including the Company's right of repurchase) have lapsed may be transferred to Permitted Transferees subject to the requirements of Section 8(c)(ii) hereof; and

(v) Shares as to which restrictions have lapsed shall be otherwise subject to repurchase as provided in subsections (j) and (k) of this Section 8.

(c) (i) Any Incentive Stock Option and the Shares issued pursuant thereto and any Restricted Shares shall be non-transferable, except upon the death of the Participant. During the lifetime of the Participant, an Incentive Stock Option may only be exercised by the Participant. After the death of the Participant, any Incentive Stock Option and the Shares issued pursuant thereto or that remain Restricted Shares may only be transferred by will or by the laws of descent and distribution.

(ii) Any Non-Statutory Stock Option and the Shares issued pursuant thereto may be assigned or transferred to a Permitted Transferee (as defined below); provided that the Participant and Permitted Transferee have provided to the Company such evidence as the Company may reasonably request that the Permitted Transferee qualifies as such; and provided that the Permitted Transferee has agreed to be bound by and that the Option and shares received on exercise thereof shall be subject to this Plan, the Participant's Non-Statutory Option Agreement and the Company's Shareholders' Agreement. For

purposes of this Plan a ***"Permitted Transferee"*** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the Participant, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty percent of the voting interests.

(d) An option may be exercised within such period or periods or on such specific date or dates as may be determined by the Administrator and set forth in the stock option agreement, provided, however, that absent any other vesting schedule, the option will vest 25% on the first anniversary of the grant date, with the remaining shares covered by the option vesting ratably over the next thirty six (36) months; and further provided that:

(i) no option may be exercised after 5:00 p.m. on the date immediately preceding the tenth (10th) anniversary of the date such option is granted (the "Option Expiration Date"); provided, however, that if a Participant owns (or is deemed to own under applicable provisions of the Code and rules and regulations promulgated thereunder) more than 10% of the combined voting power of all classes of stock of the Company (or any parent or subsidiary corporation of the Company) and an option granted to such Participant is intended to qualify as an Incentive Stock Option, the option by its terms may not be exercisable after the expiration of five (5) years from the date such option is granted;

(ii) Each option and each Restricted Stock Award shall vest in full in the situations set forth below:

(A) immediately prior to the liquidation of the Company;

(B) on the effective date of a merger, consolidation or other business combination of the Company with another company in which the Company's securities are exchanged, converted or recapitalized into either cash or readily marketable securities of another business entity and in which the shareholders of the Company do not retain more than thirty percent (30%) of the ownership interests of the surviving entity (a ***"Business Combination"***); or

(C)on the effective date of a sale by the Company of substantially all of its assets or a sale by the Company's shareholders of more than seventy percent (70%) (by value) of the outstanding stock of the Company (a ***"Sale"***);

(iii)if an employee Participant shall cease to be employed by the Company for cause or a voluntary termination, the option of such employee shall terminate immediately upon such termination and no additional Restricted Stock shall vest;

(iv)if an employee Participant shall cease to be employed by the Company without cause, no additional Restricted Stock shall vest, but any option may

be exercised, subject to any limitations imposed pursuant to subparagraph (i), for any vested Shares at any time prior to the Option Expiration Date or within three (3) months of such termination, whichever is the shorter period;

(v)if the Participant shall die, any option may be exercised for any Shares that are vested on the date of death, subject to any limitations imposed pursuant to subparagraph (i) at any time prior to the Option Expiration Date or within one (1) year from the date of death, whichever is the shorter period, and only by the Participant's personal representatives or persons entitled thereto under the Participant's will or the laws of descent and distribution (or, in the case of a Non-Statutory Option, by a Permitted Transferee); and

(vi)if the Participant shall become disabled, any option may be exercised for any Shares that are vested on the date of death, subject to any limitations imposed pursuant to subparagraph (i), at any time prior to the Option Expiration Date or within one (1) year from the date of disability, whichever is the shorter period.

(e)Unless the Shares subject to an option or an award have been registered under the federal and any applicable state securities laws, each Participant (or Permitted Transferee) must represent and warrant at the time of exercise:

(i)that Participant or Participant’s Permitted Transferee is purchasing the Shares for such purchaser’s own account and for investment purposes and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of selling any of the Shares acquired hereunder; and

(ii)that through Participant's relationship with the Company, Participant or Participant’s Permitted Transferee has had access to or possession of, or has had the opportunity to obtain, all information material to the decision to exercise the option and purchase the Shares.

(f)The Option Price of each Share purchased pursuant to an option shall be paid in full in cash or personal check, or, if specifically permitted by the Administrator, by means of a promissory note bearing interest at the applicable federal rate of interest established pursuant to Section 1274 of the Code, as amended. The Administrator in its sole discretion may approve other methods of payment including delivery of Shares owned by the Participant with a value equal to the option price or other ‘cashless’ exercise arrangements.

(g)An option may be exercised only by written request directed to and received by the Chief Executive Officer, Chief Financial Officer or Secretary of the Company at the principal office of the Company, prior to the expiration of the option, accompanied by the payment described in Section 8(e) above. The certificate for the Shares purchased by such exercise of the option shall be issued and delivered to the person entitled thereto at the principal office of the Company.

(h)In consideration for the granting of each Award, each employee who is a Participant shall agree to be bound by the Company's standard policies regarding confidentiality, assignment of inventions, non-competition and non-solicitation. Nothing

contained in the Plan nor in any stock option or stock award agreement shall confer upon any Participant any right with respect to the continuance of employment by the Company nor interfere in any way with the right of the Company to terminate Participant's employment or change Participant's compensation at any time.

(i)Prior to the closing of sale of the Company's securities pursuant to a registration statement filed pursuant to the Securities Act of 1933, as amended (an ***"IPO"***), a Business Combination or a Sale, a Participant or any Permitted Transferee, as defined below, shall not otherwise transfer any shares acquired on exercise of options or awarded pursuant to this Plan, except to a Permitted Transferee who acknowledges and agrees to be bound by the provisions of the transferor-Participant's stock option or stock award agreement. The provisions of this Section 8(i) shall expire upon the closing of an IPO, a Business Combination or a Sale.

(j)If prior to an IPO, a Business Combination or a Sale, an employee Participant's employment ceases, for a period of ninety (90) days after such cessation (or subsequent purchase of the Shares by Participant, if permitted), the Company shall have the right to repurchase all but not less than all of the Shares (a) issued pursuant to the exercise of any option granted to such Participant, or (b) issued to the Participant as a Restricted Stock Award then vested; at Fair Market Value. Such repurchase may be made by payment of at least ten percent (10%) in cash, with the balance paid pursuant to a three year promissory note with interest at no less than applicable federal rate (as provided in Section 1274 of the Code).

(k) If prior to an IPO, a Business Combination or a Sale, a Participant dies, the Company shall have the right (but not the obligation) to purchase from the estate, heir or administrator or Permitted Transferee of the deceased Participant any Shares acquired hereunder for a period of one hundred and eighty (180) days after the death (or within thirty (30) days of any subsequent exercise of any Option grant to such Participant under this Plan) at the Fair Market Value of such Shares on the date of the Participant's death. Such repurchase may be made by payment of at least fifty percent (50%) in cash, with the balance paid pursuant to a three year promissory note with interest at no less than applicable federal rate (as provided in Section 1274 of the Code).

(l)Such other terms and conditions not inconsistent with the foregoing as the Administrator shall from time to time in its sole discretion approve for any or all stock option agreements or stock award agreements including, without limitation, provisions for new grants of options to replace option shares surrendered to exercises an option, allowing Participants to surrender their option rights in exchange for cash, conditions based on the performance of the Company or a portion of the Company, conditions based on the performance of the Participant, or conditions based on a combination thereof.

(m) All Shares acquired upon exercise of the Option or received as a restricted stock award shall be subject to any Shareholders Agreement and other restrictions on transferability then in effect. It shall be a condition to the issuance by the Company of any Shares to be issued upon the exercise of any stock option or pursuant to a restricted stock award that the Participant or his or her Permitted Transferee consent be bound by the terms and conditions of a Shareholders' Agreement among the Company and the other parties

from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time) solely for the purpose of being bound by the restrictions and obligations contained in the Shareholders' Agreement and shall execute such joinder or other agreement as is necessary to so bind such Participant. The restrictions in the Shareholders' Agreement are in addition to, not in lieu of, the restrictions set forth herein or in any Option Agreement or restricted stock award agreement.

(n) **Other Stock Awards**. Other awards of Common Stock, may be granted either alone or in addition to Awards described in the preceding provisions of this Section 8. Subject to the provisions of the Plan, the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards.

SECTION 9Adjustment to Number and Price of Shares.

(a)If the outstanding shares of Common Stock shall be changed into or exchangeable for a different number or kind of shares of stock or other securities of the Company or another corporation, whether through reorganization, reclassification, recapitalization, stock split-up, combination of shares, merger or consolidation, then there shall be substituted for each share of Common Stock subject to any then outstanding option and for each share of Common Stock which may be issued or delivered under the Plan but is not then subject to an outstanding option, the number and kind of shares of stock or other securities into which each outstanding share of Common Stock shall be so changed or for which each such share shall be exchangeable.

(b)No adjustment or substitution provided for in this Section 9 shall require the Company to issue or to sell a fractional share under any stock option agreement and the total adjustment or substitution with respect to each stock option agreement shall be limited accordingly.

(c)In the case of any adjustment or substitution provided for in this Section 9, the option price per share in each outstanding stock option agreement shall be equitably adjusted by the Board of Directors to reflect the greater or lesser number of shares of stock or other securities in which the stock covered by the option may have been changed or which may have been substituted therefore.

SECTION 10Securities Compliance.

(a)Notwithstanding any provision of the Plan or the terms of any stock option agreement issued under the Plan, the Company shall not be required to issue any Shares prior to registration of the Shares subject to the Plan under the Securities Act of 1933 or any applicable state securities laws (the ***"Acts"***), if such registration shall be necessary, or before compliance by the Company and any Participant with any applicable provisions of the Acts or of regulations or rulings thereunder. Nothing contained herein, or in any stock option agreement, shall confer upon any Participant or any other person, any right to require the Company to undertake at any time the registration under the Acts of any securities issued pursuant to the Plan.

(b)Shares shall not be issued under the Plan to any Participant unless at the time of grant of a stock option or award of stock hereunder such Participant executes two copies of a stock option or stock award agreement (an ***"Award Agreement"***) in regard to such shares and returns one copy to the Company and at the time of exercise remains in compliance with the terms of such agreement. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Administrator, regardless of when the instrument, certificate, or letter evidencing the award is communicated to, or actually received, accepted or signed by, the Participant. In the event that the corporate records (*e.g.*, Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (*e.g.*, exercise price, vesting schedule or number of shares) that are inconsistent with those in the award agreement as a result of a clerical error in the papering of the award agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the award agreement.

(c) Any share certificate issued to a Participant or Permitted Transferee shall contain a restrictive transfer legend referring to the stock option agreement and to any restrictions on Restricted Shares and (unless registered under the Acts) the restrictions on transfer imposed by the Acts.

SECTION 11Withholding. The Company may require a Participant or Permitted Transferee to deposit with it or authorize the Company to withhold from other payments due the Participant sufficient funds as are determined by the Company to be necessary to allow the Company to meet its tax withholding obligations with respect to the exercise of a stock option or receipt of a restricted stock award and the delivery of Shares pursuant thereto by such Participant.

SECTION 12Definition of Disability. For the purpose of this Plan and any stock option granted hereunder, ***disability*** shall have the meaning set forth in Section 22(e)(3) of the Code, or any successor provision set forth under Section 422 of the Code.

SECTION 13Determination of Fair Market Value. For the purposes of Section 8, the Fair Market Value of one (1) Share (subject to adjustment pursuant to Section 9) shall be determined by the Board of Directors (in accordance with Sections 422 and/or 409A of the Code to the extent required) for the relevant date of grant, termination or death.

SECTION 14Amendment and Discontinuance. The Board of Directors may alter, amend, suspend or discontinue the Plan, or to amend any outstanding Award Agreement including, without limitation, adopting amendments relating to Incentive Stock Options and nonqualified deferred compensation under Section 409A of the Code and/or making the Plan or Awards granted under the Plan exempt from or compliant with the requirements for Incentive Stock Options or exempt from or compliant with the requirements for nonqualified deferred compensation under Section 409A of the Code, subject to the limitations, if any, of applicable law. If required by applicable law, and except as provided in Section 9 relating to certain adjustments, the Company will seek shareholder approval of any amendment of the Plan that (A) materially increases the number of shares of Common Stock available for issuance as Incentive Stock Options under the Plan, (B) materially expands the class of

individuals eligible to receive Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan, (D) materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (E) materially extends the term of the Plan, or (F) materially expands the types of Awards available for issuance under the Plan. Except as otherwise provided in the Plan or an Award Agreement, no amendment of the Plan will materially impair a Participant's rights under an outstanding Award without the Participant's written consent. However, a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights. In addition, subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Awards without the affected Participant's consent (A) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (B) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code, (C) to clarify the manner of exemption from, or to bring the Award into compliance with, Section 409A of the Code, or (D) to comply with other applicable laws or listing requirements.

SECTION 15 Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year exceeds $100,000 (or such other limit established in the Code) or an Incentive Stock Option Agreement otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Non-statutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

SECTION 16Deferrals**.** To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code (to the extent applicable to a Participant). Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant's termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

SECTION 17 Compliance with Section 409A**.** Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A of the Code, and, to the extent not so exempt, in compliance with Section 409A of the Code. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A of the Code, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent

on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A of the Code is a "specified employee" for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a ***"separation from service"*** (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six (6) month period elapses, with the balance paid thereafter on the original schedule.

SECTION 18Covenants of the Company. The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Awards. The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

SECTION 19Effective Date of Plan. The Plan became effective upon approval and adoption of the Plan by the Board of Directors on December 17, 2014 and was approved by the shareholders of the Company on January 13, 2015 and shall be effective as of December 17, 2014(the “***Effective Date***”).

RE2, INC.

INCENTIVE STOCK OPTION AGREEMENT
UNDER RE2 INC.'s STOCK INCENTIVE PLAN OF 2014
CERTIFICATE NUMBER [Certificate ID]

This Agreement is entered into on [Date] (the "Grant Date") by and between RE2, Inc., a Pennsylvania corporation with a principal place of business at 4925 Harrison St., Pittsburgh, PA 15201 (the "Company"), and [Shareholder Name] (the "Optionee").

WHEREAS, the Company desires to grant the Optionee an incentive stock option under the Company's Stock Incentive Plan of 2014 (the "Plan") to acquire shares of the Company's common stock, no par value per share (the "Shares") with a vesting start date of [Vesting Start Date] (the "Vesting Start Date"); and

WHEREAS, Section 8 of the Plan provides that each option is to be evidenced by an option agreement, setting forth the terms and conditions of the option.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Company and the Optionee hereby agree as follows:

1. **Grant of Option**. The Company hereby grants under the Plan and subject to the terms and conditions of the Plan to the Optionee an incentive stock option (the "Option") to purchase all or any part of an aggregate of **[Shares]** Shares on the terms and conditions set forth hereinafter. The Option is intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). **In consideration of the receipt of this Option, the Optionee ratifies his or her agreement to the Company's standard policies regarding confidentiality, assignment of inventions, non-competition and non-solicitation.**

2. **Purchase Price**. The purchase price ("Purchase Price") for the Shares covered by the Option shall be [Strike Price] per Share.

3. **Time of Exercise of Option**.

(a) The Option shall not be exercisable prior to the first anniversary of the Vesting Start Date. Subject to the provisions of Section 3(b) below, thereafter, the Option shall vest for 25% of the Shares on the first anniversary of the Vesting Start Date, with the remaining Shares vesting in thirty-six (36) equal monthly installments thereafter, such that the Option shall vest for 100% of the Shares on the fourth anniversary of the Vesting Start Date.

(b) Upon the termination of Optionee's employment for any reason other than in connection with a liquidation of the Company, a Business Combination or a Sale (each as defined in Section 8(d)(ii) of the Plan), no further installments of the Option shall vest or become exercisable and the rights to exercise shall be as provided in Section 4.

(b) Notwithstanding the foregoing, in connection with a liquidation of the Company, a Business Combination or a Sale, the Option shall vest in full immediately prior to such event

4. Term of Options; Exercisability.

(a) Each Option shall expire not more than ten (10) years from the date of the granting thereof, but shall be subject to earlier termination as herein provided.

(b) Except as otherwise provided in this Section 4, if the Optionee ceases to be an employee of the Company, the Option granted to the Optionee hereunder shall terminate three (3) months following the day the Optionee ceases to be an employee of the Company, or on the date on which the Option expires by its terms, whichever occurs first.

(c) If such termination of employment is because the Optionee has become permanently disabled (within the meaning of Section 22(e)(3) of the Code), such Option shall terminate on the first anniversary of the date the Optionee ceases to be an employee, or on the date on which the Option expires by its terms, whichever occurs first.

(d) If such termination of employment is voluntary by the Optionee or because of dismissal for cause (as defined in the Optionee's Employment Agreement, such Option shall terminate on the day the Optionee ceases to be an employee of the Company, or on the date on which the Option expires by its terms, whichever occurs first.

(e) Notwithstanding anything herein to the contrary, if such termination of employment is because of the Optionee's death, such Option shall terminate on the first anniversary of the date of Optionee's death, or on the date on which the Option expires by its terms, whichever comes first.

5. Manner of Exercise of Option.

(a) To the extent that the right to exercise the Option has accrued and is in effect, the Option may be exercised in full or in part by giving written notice to the Company stating the number of Shares exercised and accompanied by payment in full for such Shares. Payment shall be wholly in cash or by check payable to the order of the Company. Upon such exercise, delivery of a certificate for paid-up, non-assessable Shares shall be made at the principal office of the Company to the person exercising the Option, not more than thirty (30) days from the date of receipt of the notice by the Company.

(b) The Company shall at all times during the term of the Option reserve and keep available such number of Shares of its common stock as will be sufficient to satisfy the requirements of the Option. The Optionee shall not have any of the rights of a shareholder of the Company in respect of the Shares until one or more certificates for such Shares shall be delivered to him or her upon the due exercise of the Option.

(c) Unless the Shares subject to the Option have been registered under the federal and any applicable state securities laws, Optionee (or the Optionee's permitted successor in the case of Optionee's death) must represent and warrant at the time of exercise:

(i) that Optionee (or the permitted successor) is purchasing the Shares for such purchaser's own account and for investment purposes and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of selling any of the Shares acquired hereunder; and

(ii) that through Optionee's relationship with the Company, such purchaser has had access to or possession of, or has had the opportunity to obtain, all information material to the decision to exercise the option and purchase the Shares.

6. Right of Repurchase. The Optionee agrees that the Company shall have a right of repurchase if Optionee's Employment is terminated at any time prior to an IPO (as defined in the Plan), a Business Combination or a Sale (the "Right of Repurchase").

(a) Except in the case of Optionee's death, the Company may exercise its Right of Repurchase at any time with ninety (90) days of the termination (or within thirty days of a subsequent exercise of the Option pursuant to Section 4) by providing Optionee a written notice of repurchase at the address set forth below the Optionee's signature on this Agreement.

(b) In the case of Optionee's death, the Company may exercise its Right of Repurchase at any time within on hundred and eighty (180) days of the Optionee's death (or within ninety (90) days of a subsequent exercise of the Option pursuant to Section 4) by providing Optionee's representative a written notice of repurchase at the address set forth below the Optionee's signature on this Agreement, or such new address as such representative shall have provided to the Company.

(c) The repurchase shall be for all Shares of common stock acquired pursuant to the exercise of the Option.

(d) The repurchase shall take place on or before the tenth calendar day after written notice is provided to the Optionee (or the Optionee's representative (as the case may be),

(e) The repurchase price per share equal the fair market value of such Common Stock, as determined pursuant to the Plan (the " Repurchase Price").

(f) The Optionee (or the Optionee's representative) shall sell such shares or other securities to the Company by delivering one or more certificates representing such shares or other securities (with the properly executed instrument of transfer) to the President or Chief Executive Officer of the Company on or before the tenth calendar day after receipt of the written notice of repurchase.

(g) At the closing of the repurchase, which shall take place at the principal offices of the Company, the Company will pay the aggregate Repurchase Price in total by Company check, or at the Company's election, through the issuance of a promissory note payable in 36 monthly installments and bearing interest at the then applicable lowest applicable federal rate published by the Internal Revenue Service for obligations of such duration, or a combination thereof. In the case of repurchase following the Optionee's death, the note may only be issued for fifty percent (50%) of the Repurchase Price. In all other repurchases, the note may be issued for up to ninety percent (90%) of the Repurchase Price.

(h) The Optionee shall provide written notice to the President or Chief Executive Officer and the Secretary of the Company if the Optionee's residence address changes after the date of this Agreement. In the absence of written notice from the Optionee to the contrary, notice

sent to the Optionee at the address set forth below shall constitute effective notice and delivery.

7. **Non-Transferability.** The right of the Optionee to exercise the Option shall not be assignable or transferable by the Optionee, and the Option may be exercised during the lifetime of the Optionee only by him or her. Upon the death of the Optionee, the Option may only be transferred by will or the laws of descent and distribution and may only be exercised to the extent permitted by Section 4(e) by such person(s) entitled to receive such Option. The Option shall be null and void and without effect upon the bankruptcy of the Optionee or upon any attempted assignment or transfer, except as hereinabove provided, including without limitation any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition contrary to the provisions hereof, or levy of execution, attachment, trustee process or similar process, whether legal or equitable, upon the Option.

8. **Adjustments on Changes in Recapitalization, Reorganization and the Like.** Adjustments on changes in recapitalization, reorganization and the like shall be made in accordance with Section 9 of the Plan, as in effect on the date of this Agreement.

9. **No Special Employment Rights**. Nothing contained in the Plan or this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment of the Optionee for the period within which this Option may be exercised, nor shall the Plan or this Agreement create any duty of the Company or any of its affiliates or other shareholders to the Optionee, comparable to the duties which partners or joint venturers may owe to each other. However, during the period of the Optionee's employment, the Optionee shall render diligently and faithfully the services which are assigned to the Optionee from time to time by the Board of Directors or by the executive officers of the Company. The Optionee shall at no time take any action which directly or indirectly would be inconsistent with the best interests of the Company.

10. **Rights as a Shareholder.** The Optionee shall have no rights as a shareholder with respect to any Shares which may be purchased by exercise of this Option until exercise of the Option or until exercise. Except as otherwise expressly provided in the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date of such exercise.

11. **Withholding Taxes.** Whenever Shares are to be issued upon exercise of this Option, the Company shall have the right to require the Optionee to remit to the Company an amount sufficient to satisfy all federal, state and local withholding tax requirements prior to issuance of the Shares and the delivery of any certificate or certificates for such Shares. The Company shall have the right to withhold (or to cause one of the Company's subsidiaries to withhold) from compensation otherwise payable to the Optionee, an amount sufficient to satisfy all federal, state and local withholding tax requirements prior to the issuance of such Shares and the delivery of any certificate or certificates of such Shares.

12. **Qualification under Section 422.** It is understood and intended that the Option granted hereunder shall qualify as an “incentive stock option” as defined in Section 422 of the Code. Accordingly, the Optionee understands that in order to obtain the benefits of an incentive stock option under Section 421 of the Code, no sale or other disposition may be made of any Shares acquired upon exercise of the Option within the one-year period beginning on the day after the day of the transfer of such Shares to him or her, nor within the two-year period beginning on the day after the grant of the Option. If the Optionee intends to dispose or does dispose (whether by sale, gift, transfer or otherwise) of any such Shares within said periods, he or she will notify the Company within thirty (30) days after such disposition.

13. **Execution of Shareholders' Agreement.** The Optionee acknowledges that the Option and the Shares issuable upon exercise thereof are subject to certain transfer restrictions and other restrictions as more fully set forth in that certain Shareholders' Agreement by and among the Company and its shareholders, as amended or restated from time to time ("Shareholders' Agreement"). The Optionee hereby agrees that it shall be a condition to the exercise of the Option that the Optionee execute a counterpart signature page to the Shareholders' Agreement, evidencing such Optionee's agreement to be bound by its terms as a "Shareholder" thereunder.

14. **Amendment and Waiver.** This Agreement may be amended, modified or supplemented, and waivers and consents to departures from the provisions hereof may be given, provided that the same are in writing and signed by the parties to this Agreement.

15. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts or choice of laws principals thereof.

16. **Notice.** Any notices or other communications required to be given hereunder shall be given by hand delivery or by first class mail with all fees prepaid and addressed, if to the Company, to it at 4925 Harrison St., Pittsburgh, PA 15201, Attn: President, and if to Optionee, to the name and address set forth in the signature page hereto, or such other address as either party may specify in writing from time to time.

[The remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Company and the Optionee have executed this Agreement as of the date first above written.

OPTIONEE

Name: [Shareholder Name]

Sign: [Shareholder Signature]

Date: [Shareholder Signature Date]

RE2, Inc.

By: [Third Party Signature][President and CEO]

Date: [Third Party Signature Date][President and CEO]

Exhibit 107

Calculation of Filing Fee Tables

Form S-8
(Form Type)

Sarcos Technology and Robotics Corporation
(Exact name of registrant as specified in its charter)

Table 1 - Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, par value $0.0001 per share	457(h)	54,930	$0.66(2)	$36,253.80(2)	$92.70 per $1,000,000	$3.37
Equity	Common stock, par value $0.0001 per share	457(h)	3,822,109	$1.05(3)	$4,013,214.45(3)	$92.70 per $1,000,000	$372.03
Total Offering Amounts					$4,049,468.25		$375.40
Total Fee Offsets							—
Net Fee Due							$375.40

(1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any shares of common stock, par value $0.0001 per share, of the Registrant (the "Common Stock") that become issuable under the RE2, Inc. 2005 Stock Option Plan Amended and Restated (5-7-07) (the "2005 Plan") and the RE2, Inc. Stock Incentive Plan of 2014 (the "2014 Plan") as a result of any stock dividend, stock split, recapitalization, or other similar transaction effected without the receipt of consideration that results in an increase to the number of outstanding shares of the Registrant's Common Stock.

(2) Estimated solely for the purposes of computing the amount of the registration fee calculated pursuant to Rule 457(h) under the Securities Act. The offering price and aggregate offering price are based upon the weighted average exercise price of the outstanding options under the 2005 Plan.

(3) Estimated solely for the purposes of computing the amount of the registration fee calculated pursuant to Rule 457(h) under the Securities Act. The offering price and aggregate offering price are based upon the weighted average exercise price of the outstanding options under the 2014 Plan.

Table 2 - Fee Offset Claims and Sources

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rule 457(p)										
Fee Offset Claims										
Fee Offset Sources										