

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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 3, 2022

INPIXON

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-36404

(Commission File Number)

88-0434915

(I.R.S. Employer
Identification No.)

2479 E. Bayshore Road, Suite 195
Palo Alto, CA

(Address of principal executive offices)

94303

(Zip Code)

Registrant's telephone number, including area code: (408) 702-2167

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	INPX	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Unregistered Sales of Equity Securities.

As previously disclosed in the Current Report on Form 8-K of Inpixon (the "Company"), filed with the Securities and Exchange Commission on May 6, 2021, the Company acquired all of the outstanding capital stock of Design Reactor, Inc., dba The CXApp, a California corporation ("The CXApp"), pursuant to the terms of that certain Stock Purchase Agreement, dated as of April 30, 2021 (the "Purchase Agreement"), by and among the Company, The CXApp, each of the sellers of the outstanding capital stock of The CXApp set forth on the signature pages thereto (including each other person who executed a joinder to the Purchase Agreement) (collectively, the "Sellers"), and Leon Papkoff, in his capacity as representative of the Sellers (the "Sellers' Representative").

The Company entered into a Second Amendment to the Stock Purchase Agreement (the "Amendment"), with the Sellers' Representative, pursuant to which the parties agreed that withholding taxes payable by the Sellers, as applicable, in connection with the issuance of the Earnout Shares (as defined in the Purchase Agreement) would be offset up to the aggregate amount payable to such Seller by the Company from the Holdback Amount (as defined in the Purchase Agreement) and the Holdback Amount would be reduced by an equal amount.

The foregoing description of the Second Amendment does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the full text of the Second Amendment a copy of which is attached hereto as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Second Amendment to Stock Purchase Agreement, dated as of March 3, 2022, by and between Inpixon and Leon Papkoff, in his capacity as the Sellers' Representative.

Cautionary Note Regarding Forward-Looking Statements

The information contained in this Current Report on Form 8-K and the exhibit hereto contain “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995. The words “intend,” “may,” “should,” “would,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other comparable terminology are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. While the Company believes its plans, intentions and expectations reflected in those forward-looking statements are reasonable, these plans, intentions or expectations may not be achieved. The Company’s actual results, performance or achievements could differ materially from those contemplated, expressed or implied by the forward-looking statements. For information about the factors that could cause such differences, please refer to the Company’s filings with the U.S. Securities and Exchange Commission. Given these uncertainties, you should not place undue reliance on these forward-looking statements. The Company assumes no obligation to update any forward-looking statement.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INPIXON

Date: March 9, 2022

By: /s/ Nadir Ali
Name: Nadir Ali
Title: Chief Executive Officer

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SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT

This **SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT** (this "Amendment") is entered into as of March 3, 2022, by and between Inpixon, a Nevada corporation (the "Purchaser"), and Leon Papkoff, as Sellers' Representative under the Purchase Agreement (as defined below) (the "Sellers' Rep"). All capitalized terms that are used and not defined elsewhere in this Amendment shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Purchaser entered into that certain Stock Purchase Agreement, dated as of April 30, 2021, as amended on December 30, 2021 (as so amended, the "Purchase Agreement"), with Design Reactor, Inc., dba The CXApp, a California corporation, each of the Sellers set forth on the signature pages attached thereto and each other Person who owns Shares and executed a Joinder to Stock Purchase Agreement and the Sellers' Rep;

WHEREAS, pursuant to Section 11.6 of the Purchase Agreement, the Purchaser and the Sellers' Rep have the authority to amend the provisions of the Purchase Agreement without further consent of the other parties thereto; and

WHEREAS, the Purchaser and the Sellers' Rep desire to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Amendment to Release of the Holdback Amount. Section 1.9 of the Purchase Agreement is hereby amended to insert a new subparagraph (d) as follows:

"(d) Notwithstanding anything herein to the contrary, in the event the Earnout Shares are issued to the Selected Sellers in accordance with Section 1.8, then the the applicable tax withholding amounts payable by such Selected Sellers in connection with the receipt of such Earnout Shares, reasonably determined by Purchaser, shall be paid by Purchaser to the applicable Taxing Authority from the Holdback Amount attributable to each of the Selected Sellers and each Selected Seller's remaining Holdback Amount shall be reduced by such amounts. To the extent the Holdback Amount attributable to a Selected Seller is less than the amount paid by Purchaser pursuant to the foregoing sentence, then such Selected Seller shall promptly pay the remaining amount by check."

2. No Other Amendments. Unless expressly amended by this Amendment, the terms and provisions of the Purchase Agreement shall remain in full force and effect.

3. Conflicting Terms. Wherever the terms and conditions of this Amendment and the terms and conditions of the Purchase Agreement are in conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Purchase Agreement.

4. Titles and Subtitles. The titles of the sections and subsections of this Amendment are for convenience and reference only and are not to be considered in construing this Amendment.

5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to the choice of law principles thereof.

6. Counterparts. This Amendment may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first written above.

INPIXON

By: /s/ Nadir Ali
 Name: Nadir Ali
 Title: Chief Executive Officer

Leon Papkoff, in his capacity as,
SELLERS' REPRESENTATIVE

By: s/ Leon Papkoff
 Name: Leon Papkoff

[Signature Page to Second Amendment to Stock Purchase Agreement]