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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of theSecurities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 25, 2022

INPIXON
(Exact name of registrant as specified in its charter)

Nevada	**001-36404**	**88-0434915**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2479 E. Bayshore Road, Suite 195 Palo Alto, CA	**94303**
(Address of principal executive offices)	(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))

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. ☐

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 Stock Market LLC

Item 1.01 Entry Into a Material Agreement.

On September 25, 2022, Inpixon, a Nevada corporation ("Inpixon"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Inpixon, KINS Technology Group Inc., a Delaware corporation ("KINS"), CXApp Holding Corp., a Delaware corporation and newly formed wholly-owned subsidiary of Inpixon ("CXApp" and, together with Inpixon, collectively, the "Companies"), and KINS Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of KINS ("Merger Sub"), pursuant to which KINS will acquire Inpixon's enterprise apps business (including its workplace experience technologies, indoor mapping, events platform, augmented reality and related business solutions) (the "Enterprise Apps Business") in exchange for the issuance of shares of KINS capital stock valued at $69 million (the "Business Combination").

Immediately prior to the Merger (as defined below) and pursuant to a Separation and Distribution Agreement, dated as of September 25, 2022, among KINS, Inpixon, CXApp and Design Reactor, Inc., a California corporation ("Design Reactor") (the "Separation Agreement"), and other ancillary conveyance documents, Inpixon will, among other things and on the terms and subject to the conditions of the Separation Agreement, transfer the Enterprise Apps Business, including certain related subsidiaries of Inpixon, including Design Reactor, to CXApp (the "Reorganization") and, in connection therewith, will distribute (the "Distribution") to Inpixon stockholders and other security holders 100% of the common stock of CXApp, par value $0.00001 (the "CXApp Common Stock"), as further described below.

Immediately following the Distribution, in accordance with and subject to the terms and conditions of the Merger Agreement, Merger Sub will merge with and into CXApp (the "Merger"), with CXApp continuing as the surviving company in the Merger and as a wholly-owned subsidiary of KINS.

Transaction Documents

Agreement and Plan of Merger

The Merger Agreement, along with the Separation Agreement and the other transaction documents to be entered into in connection therewith, provides for, among other things, the consummation of the following transactions: (i) Inpixon will transfer the Enterprise Apps Business (the "Separation") to its wholly-owned subsidiary, CXApp, and contribute $10 million in cash (the "Cash Contribution"), (ii) following the Separation, Inpixon will distribute 100% of the shares of CXApp Common Stock to Inpixon stockholders and other security holders by way of the Distribution and (iii) following the completion of the foregoing transactions and subject to the satisfaction or waiver of

certain other conditions set forth in the Merger Agreement, the parties shall consummate the Merger. The Separation, Distribution and Merger are intended to qualify as "tax-free" transactions.

Upon consummation of the Business Combination, KINS will have two classes of common stock: Class A common stock, par value $0.0001 per share (the "KINS Class A Common Stock"), and Class C common stock, par value $0.0001 per share (the "KINS Class C Common Stock" and together with the KINS Class A Common Stock, the "KINS Common Stock"). The KINS Class A Common Stock and the KINS Class C Common Stock will be identical in all respects, except that the KINS Class C Common Stock will be subject to transfer restrictions and will automatically convert into KINS Class A Common Stock on the earlier to occur of (i) the 180th day following the closing of the Merger and (ii) the day that the last reported sale price of the KINS Class A Common Stock equals or exceeds $12.00 per share for any 20 trading days within any 30-trading day period following the closing of the Merger.

Consideration Paid

At the time the Business Combination is effected (the "Closing"), the outstanding shares of CXApp Common Stock after the Distribution and immediately prior to the effective time of the Merger will be converted into an aggregate of 6.9 million shares of KINS Common Stock which shall be issued to Inpixon shareholders, subject to adjustment. Each holder's aggregate merger consideration will consist of 10% KINS Class A Common Stock and 90% KINS Class C Common Stock (such percentages, in each case, subject to adjustment to comply with the listing requirements set forth under Nasdaq Listing Rule 5505(b)(2) with respect to KINS).

Representations and Warranties & Covenants

Pursuant to the Merger Agreement, KINS, CXApp and Inpixon each made representations and warranties customary for transactions of this type regarding themselves and their respective businesses. The representations and warranties made pursuant to the Merger Agreement will not survive the Closing. In addition, the parties to the Merger Agreement agreed to be bound by certain covenants that are customary for transactions of this type. The covenants made under the Merger Agreement generally will not survive the Closing, with the exception of certain covenants and agreements that by their terms are to be performed in whole or in part after the Closing, which will survive in accordance with the terms of the Merger Agreement.

Conditions to Closing

The consummation of the Business Combination is subject to conditions customary for transactions involving special purpose acquisition companies, including, among others: (i) there is not in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority of competent jurisdiction, statute, rule or regulation enjoining or prohibiting the consummation of the Merger, (iii) KINS shall have at least $5,000,001 of net tangible assets as of the Closing, (iv) the KINS Class A Common Stock issuable pursuant to the Business Combination shall have been approved for listing on Nasdaq, (v) CXApp and KINS shall each have performed and complied in all material respects with the covenants required by the Merger Agreement to be performed by it as of or prior to Closing, (vi) customary bring down conditions related to the accuracy of the CXApp's and KINS's respective representations and warranties in the Merger Agreement, (vii) the consummation of the Distribution, the Reorganization and other transactions contemplated by the Separation and Distribution Agreement, (viii) KINS's registration statement to be filed with the Securities and Exchange Commission ("SEC") shall have become effective (and no stop order suspending effectiveness have been issued and no proceedings for that purpose has been initiated or threatened by the SEC), (ix) each of KINS's and CXApp's stockholder approvals shall have been obtained and (x) the sum of (A) the aggregate amount of cash available in KINS's trust account following KINS's stockholders' meeting, after deducting the amount required to satisfy the Acquiror Share Redemption Amount (as defined in the Merger Agreement) (but prior to payment of any transaction expenses), (B) the aggregate gross purchase price of any other purchase of shares of KINS Common Stock (or securities convertible or exchangeable for KINS Common Stock) actually received by KINS prior to or substantially concurrently with the closing of the Merger, and (C) the aggregate gross purchase price of any other purchase of shares of CXApp Common Stock (or securities convertible or exchangeable for CXApp Common Stock) actually received by CXApp prior to or substantially concurrently with the closing of the Merger, shall be equal to or greater than $9.5 million. KINS's obligation to consummate the Business Combination is also conditioned on there having been no event that has had, or would reasonably be expected to have, individually or in the aggregate, a "Material Adverse Effect" on CXApp.

Termination

The Merger Agreement may be terminated under certain customary and limited circumstances at any time prior to the Closing, including (i) by the mutual written consent of KINS and CXApp, (ii) by KINS or CXApp, if the Closing shall not have occurred on or before March 16, 2023, (iii) by KINS or CXApp, if there has been any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority that would make the Merger illegal or otherwise prevent or prohibit the Merger, (iv) by KINS or CXApp, if KINS has not obtained the requisite approval from its stockholders, (v) by KINS or CXApp if the other party breaches certain representations, warranties, or covenants, as specified in the Merger Agreement, and that breach is unable to be cured, or is not cured, within 30 days, or by CXApp if there has been an uncured breach by Sponsor of certain of its obligations under the Sponsor Support Agreement (as defined below) or (vi) by KINS if CXApp has not obtained the requisite approval from its stockholders within one hour of the effective date of the KINS registration statement, provided that CXApp or KINS pay a termination fee of $2.0 million to the other party if the Merger Agreement is terminated pursuant to (v) or (vi) above.

A copy of the Merger Agreement is filed with this Current Report on Form 8-K (this "Current Report") as Exhibit 2.1, and is incorporated herein by reference, and the foregoing description of the Merger Agreement is qualified in its entirety by reference thereto.

Separation and Distribution Agreement

On September 25, 2022, in connection with the execution of the Merger Agreement, KINS entered into the Separation Agreement with CXApp, Inpixon and Design Reactor, pursuant to which, among other things, (i) Inpixon will undertake a series of internal reorganization and restructuring transactions to effect the transfer of its (direct or indirect) ownership of the Enterprise Apps Business to CXApp in the Separation and (ii) immediately prior to the Merger and after the Separation, Inpixon will distribute 100% of the outstanding shares of CXApp Common Stock to Inpixon's stockholders and certain other security holders in the Distribution.

The Separation Agreement also sets forth other agreements among Inpixon and CXApp related to the Separation, including provisions concerning the termination and settlement of intercompany accounts and the obtaining of third-party consents. The Separation Agreement also sets forth agreements that will govern certain aspects of the relationship between Inpixon and CXApp after the Distribution, including provisions with respect to release of claims, indemnification, access to financial and other information and access to and provision of records.

Consummation of the Distribution is subject to a number of conditions, including, among others, (i) the completion of the Reorganization and other related transactions, (ii) the execution of the ancillary agreements by the parties and (iii) the satisfaction or waiver of all conditions under the Merger Agreement (other than those conditions that are to be satisfied contemporaneously with the Distribution and/or the Merger, provided that such conditions are capable of being satisfied at such time).

A copy of the Separation Agreement is filed with this Current Report as Exhibit 2.2, and is incorporated herein by reference, and the foregoing description of the Separation Agreement is qualified in its entirety by reference thereto.

Sponsor Support Agreement

On September 25, 2022, in connection with the execution of the Merger Agreement, KINS, Inpixon, CXApp and the Sponsor entered into the Sponsor Support Agreement (the "Sponsor Support Agreement"), pursuant to which, among other things, the Sponsor agreed to vote any KINS securities held by it to approve the Business Combination and the other KINS stockholder matters required pursuant to the Merger Agreement, and not to seek redemption of any of its KINS securities in connection with the consummation of the Business Combination. Pursuant to the Sponsor Support Agreement, the Sponsor and KINS also agreed to amend the letter agreement, dated as of December 14, 2020 between the Sponsor and KINS (the "Insider Letter") to amend the Founder Shares Lock-Up Period (as defined in the Insider Letter) to provide for lock-up of its shares of KINS Class B common stock, par value $0.0001 per share ("KINS Class B Common Stock") (or KINS Class A Common Shares issuable upon conversion thereof) until the earlier of (A) the 180th day after the closing of the Merger and (B) (x) the date on which KINS completes a liquidation, merger, stock exchange, reorganization or other similar transaction following the closing of the Merger or (y) the day that the last reported sale price of the KINS Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period following the Closing of the Merger; provided, that 10% of such shares (subject to adjustment) shall not be subject to foregoing lock-up. Additionally, Sponsor has agreed to exchange 6,150,000 shares of KINS Class B Common Stock for shares of KINS Class A Common Stock equal to such that the number of shares of KINS Common Stock issued as aggregate merger consideration exceeds (by one share): (i) the aggregate number of shares of KINS Class A Common Stock held by Sponsor at Closing (after taking into account the exchange), plus (ii) the aggregate number of shares of KINS Class B Common Stock held by certain funds and accounts managed by BlackRock, Inc. (including all Potential Forfeiture Shares (as defined in the Sponsor Support Agreement)), plus (iii) the aggregate number of shares of KINS Class A Common Stock that have not properly elected to redeem their shares of KINS Class A Common Stock pursuant to KINS's governing documents, plus (iii) any shares of KINS Common Stock issued as incentives for non-redemption transactions and financing transactions, in each case, free and clear of all liens; provided, that, in no instance shall the number of shares issued to Sponsor in the exchange be less than 5,150,000 shares of KINS Class A Common Stock.

A copy of the Sponsor Support Agreement is filed with this Current Report as Exhibit 2.3, and is incorporated herein by reference, and the foregoing description of the Sponsor Support Agreement is qualified in its entirety by reference thereto.

Certain Other Transaction Documents

Certain additional agreements will be entered into in connection with the transactions contemplated by the Merger Agreement, the Separation Agreement and the other agreements described above, including, among others:

- a Tax Matters Agreement by and among Inpixon, CXApp and KINS, which governs, among other things, Inpixon's, CXApp's and KINS's respective rights, responsibilities and obligations with respect to taxes, tax attributes and the preparation and filing of tax returns and responsibility for and preservation of the expected tax-free status of the transactions contemplated by the Separation Agreement and the Merger Agreement; and certain other tax matters;

- an Employee Matters Agreement by and among KINS, Inpixon, CXApp and Merger Sub, which will provide for employee-related matters in connection with the transaction, including allocation of benefit plan assets and liabilities between Inpixon and CXApp, treatment of incentive equity awards in the Distribution and the Business Combination and related covenants and commitments of the parties;

- a Contribution Agreement by and among Inpixon, CXApp and Design Reactor, pursuant to which Inpixon will effect the transfer of its ownership of certain subsidiaries of Inpixon related to the Enterprise Apps Business, including Design Reactor, to CXApp in exchange for a specified number of shares of common stock in CXApp; and

- a Transition Services Agreement by and between Inpixon and CXApp, pursuant to which each party will, on a transitional basis, provide the other party with certain support services and other assistance after the Closing.

The Merger Agreement, the Separation Agreement and the Sponsor Support Agreement have each been filed as exhibits to this Current Report, and the above descriptions have been included to provide investors and security holders with information regarding the terms of such agreements. They are not intended to provide any other factual information about KINS, the Sponsor, Merger Sub, Inpixon, CXApp, any of their respective subsidiaries or affiliates, or the Enterprise Apps Business. The Merger Agreement contains representations and warranties that Inpixon and/or CXApp, on the one hand, and KINS and/or Merger Sub, on the other hand, have made to each other as of specific dates and/or times. The assertions embodied in those representations and warranties were made solely for purposes of the contract between the parties to the Merger Agreement and may be subject to important qualifications and limitations agreed to by the parties in connection with negotiating the terms of the agreement. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to stockholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. For the foregoing reasons, such representations and warranties should not be relied upon as statements of factual information. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in KINS's public disclosures.

Item 8.01 Other Events.

On September 26, 2022, Inpixon issued a press release (the "Press Release") announcing the entry into the Merger Agreement. The Press Release is attached to this Current Report as Exhibit 99.1 and incorporated by reference herein.

Important Information and Where to Find It

In connection with the Business Combination and the Distribution, CXApp will file with the SEC a registration statement on Form S-1 (the "Form S-1") registering shares of CXApp Common Stock and KINS will file with the SEC a registration statement on Form S-4 (the "Form S-4") registering shares of KINS Common Stock, warrants and certain equity awards. The Form S-4 to be filed by KINS will include a proxy statement/prospectus in connection with the KINS stockholder vote required in connection with the Business Combination. This communication does not contain all the information that should be considered concerning the Business Combination. The Form S-1 to be filed by CXApp will include the Form S-4 filed by KINS, which will serve as an information statement/prospectus in connection with the spin-off of CXApp. This communication is not a substitute for the registration statements that CXApp and KINS will file with the SEC or any other documents that KINS or CXApp may file with the SEC, or that KINS, Inpixon or CXApp may send to stockholders in connection with the Business Combination. It is not intended to form the basis of any investment decision or any other decision in respect to the Business Combination. KINS's stockholders and Inpixon's stockholders and other interested persons are advised to read, when available, the preliminary and definitive registration statements, and documents incorporated by reference therein, as these materials will contain important information about KINS, CXApp and the Business Combination. The proxy statement/prospectus contained in KINS's registration statement will be mailed to KINS's stockholders as of a record date to be established for voting on the Business Combination.

The registration statements, proxy statement/prospectus and other documents (when they are available) will also be available free of charge, at the SEC's website at

www.sec.gov, or by directing a request to: KINS Technology Group, Inc., Four Palo Alto Square, Suite 200, 3000 El Camino Real, Palo Alto, CA 94306.

Participants in the Solicitation

Inpixon, KINS and CXApp, and each of their respective directors, executive officers and other members of their management and employees may be deemed to be participants in the solicitation of proxies from KINS's stockholders in connection with the Business Combination. Stockholders are urged to carefully read the proxy statement/prospectus regarding the Business Combination when it becomes available, because it will contain important information. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of KINS's stockholders in connection with the Business Combination will be set forth in the registration statement when it is filed with the SEC. Information about KINS's executive officers and directors and CXApp's management and directors also will be set forth in the registration statement relating to the Business Combination when it becomes available.

No Solicitation or Offer

This communication shall neither constitute an offer to sell nor the solicitation of an offer to buy any securities, or the solicitation of any proxy, vote, consent or approval in any jurisdiction in connection with the Business Combination, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to any registration or qualification under the securities laws of any such jurisdictions. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation.

Forward-Looking Statements

This communication contains forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. All statements other than statements of historical facts contained in this communication, including statements regarding the expected timing and structure of the Business Combination, the ability of the parties to complete the Business Combination, the expected benefits of the Business Combination, the tax consequences of the Business Combination, the amount of gross proceeds expected to be available to CXApp after the Closing and giving effect to any redemptions by KINS stockholders, CXApp's future results of operations and financial position, business strategy and its expectations regarding the application of, and the rate and degree of market acceptance of, the CXApp technology platform and other technologies, CXApp's expectations regarding the addressable markets for our technologies, including the growth rate of the markets in which it operates, and the potential for and timing of receipt of payments under CXApp's agreements with customers are forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of Inpixon, CXApp and KINS, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include, but are not limited to: the risk that the transactions may not be completed in a timely manner or at all, which may adversely affect the price of Inpixon's or KINS's securities; the risk that KINS stockholder approval of the Business Combination is not obtained; the inability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, the amount of funds available in KINS's trust account following any redemptions by KINS's stockholders; the failure to receive certain governmental and regulatory approvals; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; changes in general economic conditions, including as a result of the COVID 19 pandemic or the conflict between Russia and Ukraine; the outcome of litigation related to or arising out of the Business Combination, or any adverse developments therein or delays or costs resulting therefrom; the effect of the announcement or pendency of the transactions on Inpixon's, CXApp's or KINS's business relationships, operating results, and businesses generally; the ability to continue to meet Nasdaq's listing standards following the consummation of the Business Combination; costs related to the Business Combination; that the price of KINS's or Inpixon's securities may be volatile due to a variety of factors, including Inpixon's, KINS's or CXApp's inability to implement their business plans or meet or exceed their financial projections and changes in the combined capital structure; the ability to implement business plans, forecasts, and other expectations after the completion of the Business Combination, and identify and realize additional opportunities; and the ability of CXApp to implement its strategic initiatives.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Inpixon's most recent annual report on Form 10-K, KINS's registration statement on Form S-1 (File No. 333-249177) and the Form S-4, the Form S-1, the proxy statement/prospectus and certain other documents filed or that may be filed by Inpixon, KINS or CXApp from time to time with the SEC following the date hereof. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Inpixon, CXApp and KINS assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise.

None of Inpixon, CXApp or KINS gives any assurance that Inpixon, CXApp or KINS will achieve their expectations.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of September 25, 2022, by and among KINS Technology Group Inc., Inpixon, CXApp Holding Corp. and KINS Merger Sub Inc.
2.2*	Separation and Distribution Agreement, dated as of September 25, 2022, by and among KINS Technology Group Inc., Inpixon, CXApp Holding Corp. and Design Reactor, Inc.
2.3	Sponsor Support Agreement, dated as of September 25, 2022, by and among KINS Capital LLC, KINS Technology Group Inc., Inpixon and CXApp Holding Corp.
99.1	Press Release dated September 26, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. Inpixon agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

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: September 26, 2022

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

AGREEMENT AND PLAN OF MERGER

by and among

KINS TECHNOLOGY GROUP INC.,

KINS MERGER SUB INC.,

INPIXON,

and

CXAPP HOLDING CORP.

dated as of September 25, 2022

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of September 25, 2022 (this "Agreement"), is made and entered into by and among KINS Technology Group Inc., a Delaware corporation ("Acquiror"), KINS Merger Sub Inc., a Delaware corporation and a direct wholly-owned subsidiary of Acquiror ("Merger Sub"), Inpixon, a Nevada corporation ("Inpixon") and CXApp Holding Corp., a Delaware corporation (the "Company").

RECITALS

WHEREAS, Acquiror is a blank check company incorporated as a Delaware corporation and incorporated for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, Merger Sub is a newly formed, wholly-owned, direct subsidiary of Acquiror and was formed for the sole purpose of the Merger (as defined below);

WHEREAS, the Company is a wholly-owned, direct Subsidiary of Inpixon;

WHEREAS, contemporaneously with the execution of this Agreement, Inpixon, the Company and Acquiror are entering into the Separation and Distribution Agreement, pursuant to which Inpixon will, upon the terms and conditions set forth therein and in accordance with the Internal Reorganization, separate the Enterprise Apps Business such that, after giving effect to the Separation (as defined in the Separation and Distribution Agreement), the Enterprise Apps Business will be held by the Company and the Company Subsidiaries (each foregoing capitalized term as defined below);

WHEREAS, upon the terms and subject to the conditions set forth in the Separation and Distribution Agreement, on the Distribution Date (as defined below), Inpixon will distribute all of the shares of Company Common Stock (as defined below) to the Inpixon security holders without consideration on a pro rata basis as set forth in the Separation and Distribution Agreement (the "Distribution");

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware ("DGCL"), following the Distribution, at the Effective Time, (x) Merger Sub will merge with and into the Company, the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation and a wholly-owned subsidiary of Acquiror (the "Merger"); (y) Acquiror shall file a certificate of incorporation with the Secretary of State of Delaware and adopt bylaws (each of which shall be in such form and of substance as mutually agreed to by Acquiror and the Company) and (z) Acquiror will change its name to "CXApp";

WHEREAS, upon the Effective Time, all shares of the Company's Capital Stock (as defined below) will be converted into the right to receive the Aggregate Merger Consideration (as defined below) as set forth in this Agreement;

WHEREAS, the Board of Directors of the Company has (a) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Agreement and the other documents to which the Company is a party contemplated hereby, (b) approved the execution, delivery and performance by the Company of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby, and (c) recommended the adoption and approval of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby by the Company's stockholders;

WHEREAS, as a condition and inducement to Acquiror's willingness to enter into this Agreement, within one (1) hour following execution and delivery of this Agreement, Inpixon, as the sole stockholder of the Company, shall have executed and delivered to Acquiror a written consent, pursuant to which Inpixon adopts this Agreement and approves the Merger and the other transactions in accordance with Section 228 and Section 251 of the DGCL;

WHEREAS, each of the Boards of Directors of Acquiror and Merger Sub has (a) determined that it is in the best interests of Acquiror and Merger Sub, and their respective stockholders, as applicable, and declared it advisable, to enter into this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby, (b) approved the execution, delivery and performance by Acquiror or Merger Sub, as applicable, of this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby, and (c) recommended the adoption and approval of this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the transactions contemplated hereby and thereby by the Acquiror Stockholders and the sole stockholder of Merger Sub, as applicable;

WHEREAS, Acquiror, as the sole stockholder of Merger Sub, has approved and adopted this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, in furtherance of the Merger and in accordance with the terms hereof, Acquiror shall provide an opportunity to its stockholders to have their outstanding shares of Acquiror Class A Common Stock (as defined below) redeemed on the terms and subject to the conditions set forth in this Agreement and Acquiror's Governing Documents (as defined below) in connection with obtaining the Acquiror Stockholder Approval (as defined below);

WHEREAS, as a condition and inducement to the Company's willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, KINS Capital, LLC, a Delaware limited liability company (the "Sponsor") and certain other transferees of the Acquiror Class B Common Stock held by the Sponsor, have executed and delivered to the Company the Sponsor Support Agreement (as defined below) pursuant to which the Sponsor and such other parties have agreed to, among other things, (i) vote to adopt and approve this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby, (ii) recapitalize its shares of Acquiror Class B Common Stock into shares of Acquiror Class A Common Stock to ensure that the Inpixon stockholders initially own at least 50% of the capital stock of Acquiror immediately following the Closing (subject to certain limitations set forth in the Sponsor Support Agreement), and (iii) amend that certain Letter Agreement, dated as of December 14, 2020, by and among the Sponsor and Acquiror to lockup Sponsor's shares of Acquiror Class A Common Stock for a period ending on the earlier of (i) 180 days following the Closing or (ii) if the last reported sale price of the Acquiror Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period following the Closing; and

WHEREAS, the Bylaws of the Acquiror following the Closing shall provide that the Company Stockholders (together with any permitted transferees) may not transfer any shares of Acquiror Class C Common Stock received as consideration pursuant to the Merger, for a period ending on the earlier of (i) 180 days following the Closing or (ii) if the last reported sale price of the Acquiror Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period following the Closing.

NOW, **THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Acquiror, Merger Sub and the Company agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1. Definitions. As used herein, the following terms shall have the following meanings:

"Accounts Receivable" means all payments or amounts received or accrued by the Business Entities related to the Enterprise Apps Business at any time up to and until the Effective Time relating to current accounts receivable.

"Acquired Company Employee" means any individual employed by the Company or any of the Company Subsidiaries.

"Acquiror" has the meaning specified in the Preamble hereto.

"Acquiror Class A Common Stock" means Class A common stock, par value $0.0001 per share, of Acquiror.

"Acquiror Class B Common Stock" means Class B common stock, par value $0.0001 per share, of Acquiror.

"Acquiror Class C Common Stock" means Class C common stock, par value $0.0001 per share, of Acquiror.

"Acquiror Common Stock" means Acquiror Class A Common Stock, Acquiror Class B Common Stock and Acquiror Class C Common Stock.

"Acquiror Cure Period" has the meaning specified in Section 10.1(g).

"Acquiror Disclosure Letter" has the meaning specified in the introduction to Article V.

"Acquiror Financial Statements" has the meaning specified in Section 5.6(d).

"Acquiror Incentive Plan Proposal" has the meaning specified in Section 8.2(b)(iii).

"Acquiror Indemnified Parties" has the meaning specified in Section 7.6(a).

"Acquiror Private Placement Warrant" means a warrant to purchase one (1) share of Acquiror Class A Common Stock at an exercise price of eleven Dollars fifty cents ($11.50) issued to the Sponsor.

"Acquiror Proxy Statement" has the meaning specified in Section 8.2(a)(i).

"Acquiror Proxy Statement/Prospectus" has the meaning specified in Section 8.2(a)(i).

"Acquiror Public Warrant" means a warrant to purchase one (1) share of Acquiror Class A Common Stock at an exercise price of eleven Dollars fifty cents ($11.50) that was included in the units sold as part of Acquiror's initial public offering.

"Acquiror Registration Statement" means the Registration Statement on Form S-4, or other appropriate form, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by Acquiror under the Securities Act with respect to the Acquiror Registration Statement Securities.

"Acquiror Registration Statement Securities" has the meaning specified in Section 8.2(a)(i).

"Acquiror SEC Filings" has the meaning specified in Section 5.5.

"Acquiror Securities" has the meaning specified in Section 5.12(a).

"Acquiror Share Redemption" means the election of an eligible (as determined in accordance with Acquiror's Governing Documents) holder of Acquiror Class A Common Stock to redeem all or a portion of the shares of Acquiror Class A Common Stock held by such holder at a per-share price, payable in cash, equal to a pro rata share of the aggregate amount on deposit in the Trust Account (including any interest earned on the funds held in the Trust Account) (as determined in accordance with Acquiror's Governing Documents) in connection with the Transaction Proposals.

"Acquiror Share Redemption Amount" means the aggregate amount payable with respect to all Acquiror Share Redemptions.

"Acquiror Stockholder Approval" means the approval of those Transaction Proposals identified in Section 8.2(b)(ii), at an Acquiror Stockholders' Meeting duly called by the Board of Directors of Acquiror and held for such purpose.

"Acquiror Stockholders" means the stockholders of Acquiror as of immediately prior to the Effective Time.

"Acquiror Stockholders' Meeting" has the meaning specified in Section 8.2(b).

"Acquiror Termination Fee" has the meaning specified in Section 10.3.

"Acquiror Transaction Expenses" has the meaning specified in Section 11.6.

"Acquiror Warrants" means the Acquiror Public Warrants and the Acquiror Private Placement Warrants.

"Acquisition Proposal" means, with respect to the Business Entities, other than the transactions contemplated hereby, and other than the acquisition or disposition of equipment or other tangible personal property in the ordinary course of business, any offer or proposal relating to: (a) any acquisition or purchase, direct or indirect, of any assets of the Enterprise Apps Business, the Company or any of the Company Subsidiaries or (ii) any class of equity or voting securities of the Company any of the Company Subsidiaries; (b) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in any Person beneficially owning any class of equity or voting securities of the Company or any of the Company Subsidiaries; or (c) a merger, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the sale or disposition of the Enterprise Apps Business, the Company or any of the Company Subsidiaries.

"Action" means any claim, charge, action, suit, audit, examination, assessment, arbitration, mediation or any proceeding, investigation, inquiry, subpoena or request for information, by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, whether through one or more intermediaries or otherwise. The term "control" (including the terms "controlling", "controlled by" and "under common control with") 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.

"Affiliate Agreements" has the meaning specified in Section 4.13(a)(vi).

"Aggregate Merger Consideration" means the Class A Merger Consideration and the Class C Merger Consideration.

"Agreement" has the meaning specified in the Preamble hereto.

"Agreement End Date" has the meaning specified in Section 10.1(e).

"Amendment Proposal" has the meaning specified in Section 8.2(b)(iii).

"Ancillary Agreements" has the meaning specified in Section 11.10.

"Anti-Bribery Laws" means the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977, as amended, and all other applicable anti-corruption and bribery Laws (including the U.K. Bribery Act 2010, and any rules or regulations promulgated thereunder or other Laws of other countries implementing the OECD Convention on Combating Bribery of Foreign Officials).

"Anti-Money Laundering Laws" means all applicable laws, regulations, administrative orders, and decrees concerning or relating to the prevention of money laundering or countering the financing of terrorism, including, without limitation, the Currency and Financial Transactions Reporting Act of 1970, as amended by the USA PATRIOT Act of 2001, which legislative framework is commonly referred to as the "Bank Secrecy Act," and the rules and regulations thereunder.

"Antitrust Authorities" means the Antitrust Division of the United States Department of Justice, the United States Federal Trade Commission or the antitrust or competition Law authorities of any other jurisdiction (whether United States, foreign or multinational).

"Antitrust Information or Document Request" means any request or demand for the production, delivery or disclosure of documents or other evidence, or any request or demand for the production of witnesses for interviews or depositions or other oral or written testimony, by any Antitrust Authorities relating to the transactions contemplated hereby or by any third-party challenging the transactions contemplated hereby, including any so called "second request" for additional information or documentary material or any civil investigative demand made or issued by any Antitrust Authority or any subpoena, interrogatory or deposition.

"Audited Financial Statements" has the meaning specified in Section 4.9(a).

"Available Acquiror Cash" has the meaning specified in Section 9.3(c).

"Base Purchase Price" means (i) $69,000,000, *plus* (ii) the Working Capital Adjustment Amount (which may be a negative), *plus* (iii) the Closing Company Adjusted Cash (which may be a negative), *less* (iii) the Closing Company Indebtedness.

"BCA Proposal" has the meaning specified in Section 8.2(b)(iii).

"Benefit Plan" has the meaning specified in Section 4.14(a).

"Business Combination" has the meaning set forth in Article II of Acquiror's Governing Documents as in effect on the date hereof.

"Business Combination Proposal" means any offer, inquiry, proposal or indication of interest (whether written or oral, binding or non-binding, and other than an offer, inquiry, proposal or indication of interest with respect to the transactions contemplated hereby), relating to a Business Combination.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Business Entities" means (i) Inpixon and its Subsidiaries (other than the Company or the Company Subsidiaries), in each case, only with respect to the Enterprise Apps Business and (ii) the Company or the Company Subsidiaries.

"Business Employee" means each individual who is (i) employed by the Business Entities (other than an Acquired Company Employee) and (ii) an Acquired Company Employee.

"Business Independent Contractor" means any independent contractor currently engaged by Inpixon or its Affiliates (other than the Company and the Company Subsidiaries) in connection with or related to, the Enterprise Apps Business.

"Certain Current Liabilities" means the sum of (i) accounts payable (excluding Company Transaction Expenses),*plus* (ii) accrued liabilities (including payroll but excluding vacation accruals and Company Transaction Expenses), in each case, of the Business Entities related to the Enterprise Apps Business estimated as of the Effective Time (and following the Distribution), including those current liabilities described in Schedule 1.1(51)(ii) to the Separation and Distribution Agreement.

"Class A Merger Consideration" means a number of shares of Acquiror Class A Common Stock equal to the quotient obtained by *dividing* (i) 10% (subject to adjustment to comply with the listing requirements set forth under Nasdaq Listing Rule 5505(b)(2) with respect to Acquiror) of the Base Purchase Price, *by* (ii) $10.00.

"Class C Merger Consideration" means a number of shares of Acquiror Class C Common Stock equal to the quotient obtained by *dividing* (i) 90% (subject to adjustment to comply with the listing requirements set forth under Nasdaq Listing Rule 5505(b)(2) with respect to Acquiror) of the Base Purchase Price, *by* (ii) $10.00.

"Closing" has the meaning specified in Section 2.3(a).

"Closing Company Adjusted Cash" means an amount (which may be negative) equal to (i) all unrestricted cash and cash equivalents held by the Company and the Company Subsidiaries immediately prior to the Closing, *minus* (ii) $10,000,000.

"Closing Company Indebtedness" means all Indebtedness of the Company and the Company Subsidiaries following the Distribution and immediately prior to the Closing (but excluding (i) any Indebtedness incurred by the Company or the Company Subsidiaries to enable Acquiror to satisfy its condition to the Closing set forth in Section 9.3(c), (ii) any Indebtedness of the Company or the Company Subsidiaries, which immediately prior to or at the time of the Closing, will automatically convert into shares of capital stock of the Company or the Company Subsidiaries, as applicable), (iii) any Indebtedness in respect of the principal and interest components of capitalized lease obligations under GAAP set forth on the Financial Statements as of the date of this Agreement and (iv) any other Indebtedness incurred by the Company or the Company Subsidiaries with Acquiror's prior written approval).

"Closing Date" has the meaning specified in Section 2.3(a).

"Closing Statement" has the meaning specified in Section 2.8.

"Closing Working Capital" means an estimate of the Working Capital as of the Effective Time (following the Distribution), calculated on a consolidated basis consistent with the example calculation set forth in Section 1.1 of the Company Disclosure Letter.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning specified in the Preamble hereto.

"Company Capital Stock" means the shares of the Company Common Stock and any shares of any other class of common or preferred stock whether now or hereafter authorized, having the right to participate in the distribution of earnings and assets of the Company.

"Company Common Stock" means the shares of common stock, par value $0.00001 per share, of the Company.

"Company Cure Period" has the meaning specified in Section 10.1(e).

"Company Disclosure Letter" has the meaning specified in the introduction to Article IV.

"Company Fundamental Representations" means the representations and warranties made pursuant to the first and second sentences of Section 4.1 (*Company Organization*), the first and second sentences of Section 4.2 (*Subsidiaries*) , Section 4.3 (*Due Authorization*) , Section 4.6 (*Capitalization of the Company*) , Section 4.7 (*Capitalization of Subsidiaries*) and Section 4.17 (*Brokers' Fees*).

"Company Group" has the meaning specified in Section 11.18(b).

"Company Indemnified Parties" has the meaning specified in Section 7.6(a).

"Company IP" shall mean the Intellectual Property owned or purported to be owned by the Business Entities and used in the operation of the Enterprise Apps Business, including all Intellectual Property owned or purported to be owned by the Business Entities in the Company Products.

"Company Material Adverse Effect" means any event, state of facts, development, circumstance, occurrence or effect (collectively, "Events") that (i) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, results of operations or financial condition of the Business Entities, taken as a whole or (ii) does or would reasonably be expected to, individually or in the aggregate, prevent the ability of the Company to consummate the Merger; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect": (a) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business or financial market conditions generally, (c) the taking of any action required by this Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), pandemic or change in climate, (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, (f) any failure of the Enterprise Apps Business to meet any projections or forecasts (provided that this clause (f) shall not prevent a determination that any Event not otherwise excluded from this definition of Company Material Adverse Effect underlying such failure to meet projections or forecasts has resulted in a Company Material Adverse Effect), or (g) any Events generally applicable to the industries or markets in which the Business Entities operate (including increases in the cost of products, supplies, materials or other goods purchased from third-party suppliers); provided, further, that any Event referred to in clauses (a), (b), (d), (e) or (g) above may be taken into account in determining if a Company Material Adverse Effect has occurred to the extent it has a disproportionate and adverse effect on the business, assets, results of operations or condition (financial or otherwise) of the Business Entities, taken as a whole, relative to similarly situated companies in the industry in which the Business Entities conduct their respective operations, but only to the extent of the incremental disproportionate effect on the Business Entities, taken as a whole, relative to similarly situated companies in the industry in which the Business Entities conduct their respective operations.

"Company Products" means each and all (a) products made commercially available, marketed, distributed, supported, sold or licensed out by or on behalf of Inpixon or its Affiliates, with respect to the Enterprise Apps Business, and (b) services offered, made commercially available, marketed, delivered or provided by Inpixon or its Affiliates, with respect to the Enterprise Apps Business.

"Company Registered IP" has the meaning specified in Section 4.22(a).

"Company Registration Statement" has the meaning specified in Section 8.2(c).

"Company Stockholder Approval" means the approval of this Agreement and the transactions contemplated hereby, including the Merger and the transactions contemplated thereby, by the affirmative vote or written consent of the holders of at least a majority of the voting power of the outstanding Company Capital Stock voting as a single class and on an as-converted basis, in each case, pursuant to the terms and subject to the conditions of the Company's Governing Documents and applicable Law.

"Company Stockholder Written Consent" has the meaning specified in the Recitals.

"Company Subsidiaries" means each direct or indirect Subsidiary of the Company, after giving effect to the Internal Reorganization.

"Company Systems" means all computer, mobile and information technology systems, platforms and networks owned, licensed, used or held for use by Inpixon or its Affiliates, for or on behalf of the Business Entities, including software, firmware, hardware, record keeping, data processing, telecommunications networks, network equipment, websites, interfaces, platforms, peripherals, computer systems, together with data and information contained therein or transmitted thereby, and documentation relating to any of the foregoing.

"Company Termination Fee" has the meaning specified in Section 10.3.

"Company Transaction Expenses" means any out-of-pocket fees and expenses paid or payable by the Company or any Company Subsidiary to any Person other than Inpixon or its Affiliates (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated hereby (including pursuant to any Ancillary Agreement), including all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers.

"Confidentiality Agreement" has the meaning specified in Section 11.10.

"Constituent Corporations" has the meaning specified in Section 2.1(a).

"Contracts" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders.

"Contribution Agreement" means that certain Contribution Agreement, by and among Inpixon, the Company and Design Reactor, Inc. as amended or modified from time to time.

"D&O Indemnified Parties" has the meaning specified in Section 7.6(a).

"DGCL" has the meaning specified in the Recitals hereto.

"Director Proposal" has the meaning specified in Section 8.2(b)(ii).

"Disclosure Letter" means, as applicable, the Company Disclosure Letter or the Acquiror Disclosure Letter.

"Dissenting Shares" has the meaning specified in Section 3.4.

"Distribution Documents" has the meaning specified in Section 8.2(c)(ii).

"Dollars" or "$" means lawful money of the United States.

"Effective Time" has the meaning specified in Section 2.3(b).

"Employee Matters Agreement" has the meaning specified in Section 6.5.

"Enterprise Apps Business" means (i) the software-as-a-service app and mapping platforms which enable corporate enterprise organizations to provide a custom-branded, location-aware employee app focused on enhancing the workplace experience and hosting virtual and hybrid events, (ii) the augmented reality, computer vision, localization, navigation, mapping, and 3D reconstruction technologies, and (iii) each business conducted by the Company and the Company Subsidiaries.

"Environmental Laws" means any and all applicable Laws relating to Hazardous Materials, pollution, or the protection or management of the environment or natural resources, or protection of human health (with respect to exposure to Hazardous Materials).

"ERISA" has the meaning specified in Section 4.14(a).

"ERISA Affiliate" means any Affiliate or business, whether or not incorporated, that together with the Company would be deemed to be a "single employer" within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Agent" has the meaning specified in Section 3.2(a).

"Exchange Ratio" means the quotient obtained by dividing (a) the number of shares of Acquiror Common Stock constituting the Aggregate Merger Consideration, by (b) the number of shares of Company Capital Stock (on an as converted to Company Common Stock basis) outstanding following the Distribution and immediately prior to the Effective Time.

"Export Approvals" has the meaning specified in Section 4.27(a).

"Extension" has the meaning specified in Section 8.6.

"Extension Amount" has the meaning specified in Section 8.6.

"Financial Statements" has the meaning specified in Section 4.9(a).

"Financing Transaction" has the meaning specified in Section 8.7.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation are its certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership, the "Governing Documents" of a limited liability company are its operating agreement and certificate of formation and the "Governing Documents" of an exempted company are its memorandum and articles of association.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency (including any self-regulatory agency), governmental commission, department, board, bureau, agency or instrumentality, court or tribunal, or arbitrator or arbitral body.

"Governmental Authorization" has the meaning specified in Section 4.5.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Hazardous Material" means any (i) pollutant, contaminant, chemical, (ii) industrial, solid, liquid or gaseous toxic or hazardous substance, material or waste, (iii) petroleum or any fraction or product thereof, (iv) asbestos or asbestos-containing material, (v) polychlorinated biphenyl, (vi) chlorofluorocarbons, (vii) per- and polyfluoroalkyl substances (including PFAs, PFOA, PFOS, Gen X, and PFBs), and (viii) other substance, material or waste, in each case, which are regulated under any Environmental Law or as to which liability may be imposed pursuant to Environmental Law.

"Indebtedness" means with respect to any Person, without duplication, any obligations, contingent or otherwise, in respect of (a) the principal of and premium (if any) in respect of all indebtedness for borrowed money, including accrued interest and any per diem interest accruals, (b) the principal and interest components of capitalized lease obligations under GAAP, (c) amounts drawn (including any accrued and unpaid interest) on letters of credit, bank guarantees, bankers' acceptances and other similar instruments (solely to the extent such amounts have actually been drawn), (d) the principal of and premium (if any) in respect of obligations evidenced by bonds, debentures, notes and similar instruments, (e) the termination value of interest rate protection agreements and currency obligation swaps, hedges or similar arrangements (without duplication of other indebtedness supported or guaranteed thereby), (f) the principal component of all obligations to pay the deferred and unpaid purchase price of property and equipment which have been delivered, including "earn outs" and "seller notes," (g) the Stock Purchase Agreement, dated as of April 30, 2021, among Inpixon, Design Reactor, Inc., and the other sellers thereto (to the extent payable by any of the Company or the Company Subsidiaries), (h) breakage costs, prepayment or early termination premiums, penalties, or other fees or expenses payable as a result of the consummation of the transactions contemplated hereby in respect of any of the items in the foregoing clauses (a) through (h), and (i) all Indebtedness of another Person referred to in clauses (a) through (h) above guaranteed directly or indirectly, jointly or severally.

"Inpixon SEC Filings" has the meaning specified in Section 4.8.

"Intellectual Property" means any rights in or to any intellectual property, throughout the world, including all U.S. and foreign: (i) patents and patent applications (including all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof); (ii) registered and unregistered trademarks, trade names, logos, designs, symbols, slogans, hashtags, taglines, brands, product names, corporate names, service marks, trade dress, rights to social media accounts, and other indicia of source, origin or quality, and pending applications therefor, and internet domain names, together with the goodwill of the Company associated with any of the foregoing; (iii) registered and unregistered copyrights, and applications for registration of copyright, moral rights and works of authorship; (iv) proprietary rights in software (whether in source code, object code or other form), databases and compilations or collections of data; (v) proprietary rights in trade secrets, inventions, ideas, know-how, algorithms, processes, technical information, drawings, designs, design protocols, specifications for parts and devices, quality assurance and control procedures, design tools, manuals and other confidential information; (vi) rights of publicity, privacy rights and data protection rights; (vii) the goodwill of the business symbolized or represented by any of the foregoing, customer lists and other proprietary information and common-law rights; and (viii) all applications and registrations for the foregoing.

"Intended Tax Treatment" has the meaning specified in Section 8.4(a).

"Interim Period" has the meaning specified in Section 6.1.

"Internal Reorganization" has the meaning specified the Separation and Distribution Agreement.

"International Trade Laws" means all applicable Laws relating to the import, export, re-export, deemed export, deemed re-export, or transfer of information, data, goods, and technology, including but not limited to the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms Regulations administered by the United States Department of State, customs and import Laws administered by United States Customs and Border Protection, any other export or import controls administered by an agency of the United States government, the anti-boycott regulations administered by the United States Department of Commerce and the United States Department of the Treasury, and other Laws adopted by Governmental Authorities of other countries relating to the same subject matter as the United States Laws described above.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"IRS" means Internal Revenue Service.

"JOBS Act" has the meaning specified in Section 5.6(a).

"KINS Group" has the meaning specified in Section 11.18(a).

"KINS IPO Prospectus" has the meaning specified in Section 11.1.

"Law" means any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

"Leased Real Property" means all real property leased, licensed, subleased or otherwise used or occupied by the Business Entities or related to the Enterprise Apps Business.

"Legal Proceedings" has the meaning specified in Section 4.11.

"Letter of Transmittal" has the meaning specified in Section 3.2(b).

"Licenses" means any approvals, authorizations, consents, licenses, registrations, permits or certificates of a Governmental Authority.

"Lien" means all liens, mortgages, deeds of trust, pledges, hypothecations, encumbrances, security interests, adverse claim, options, restrictions, claims or other liens of any kind whether consensual, statutory or otherwise.

"Merger" has the meaning specified in the Recitals hereto.

"Merger Certificate" has the meaning specified in Section 2.1(a).

"Merger Sub" has the meaning specified in the Preamble hereto.

"Merger Sub Capital Stock" means the shares of the common stock, par value $0.0001 per share, of Merger Sub.

"Modification in Recommendation" has the meaning specified in Section 8.2(b)(ii).

"MSK" has the meaning specified in Section 11.18(b).

"MSK Privileged Communications" has the meaning specified in Section 11.18(b).

"Multiemployer Plan" has the meaning specified in Section 4.14(c).

"Nasdaq" has the meaning specified in Section 5.6(c).

"Nasdaq Proposal" has the meaning specified in Section 8.2(b)(ii).

"Non-Redemption Transaction" has the meaning specified in Section 8.7.

"Offer Documents" has the meaning specified in Section 8.2(a)(i).

"Open Source License" means any open source license, including any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License.

"Open Source Obligations" means any obligations that software (or any portion thereof) owned by the Company or any of the Company Subsidiaries (i) be made available or distributed in source code form, (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that allow such software to be reverse engineered, reverse assembled or disassembled (other than by operation of Law) or (iv) be redistributed, hosted or otherwise made available at no or nominal charge.

"Open Source Software" means any software subject to an Open Source License.

"Owned Real Property" means all real property owned in fee simple by the Business Entities, together with all buildings, structures, facilities, fixtures and other improvements thereon and all easements, licenses and interests therein.

"PCAOB Financial Statements" has the meaning specified in Section 6.3(a).

"Permitted Liens" means (i) mechanic's, materialmen's and similar Liens arising in the ordinary course of business with respect to any amounts (A) not yet due and delinquent or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with GAAP, (ii) Liens for Taxes (A) not yet due and payable or (B) which are being contested in good faith through appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP, (iii) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, restrictions and other similar charges or encumbrances that do not materially impair the value or materially interfere with the present use of the Owned Real Property or Leased Real Property related thereto, (iv) non-exclusive licenses of Intellectual Property, and (v) ordinary course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or instrumentality or other entity of any kind.

"Personal Information" means any information defined as "personal data," "personally identifiable information," "personal information" or similar term under any applicable Law.

"Privacy Laws" has the meaning specified in Section 4.23(a).

"Privacy Obligations" has the meaning specified in Section 4.23(a).

"Q3 2022 Financial Statements" has the meaning specified in Section 6.3(a).

"Real Property Leases" has the meaning specified in Section 4.21(b)(ii).

"Sanctioned Country" means at any time, a country or territory which is itself the subject or target of any country-wide or territory-wide Sanctions Laws (at the time of this Agreement, the Crimea region, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means (i) any Person identified in any sanctions-related list of designated Persons maintained by (a) the United States Department of the Treasury's Office of Foreign Assets Control, the United States Department of Commerce Bureau of Industry and Security, or the United States Department of State; (b) Her Majesty's Treasury of the United Kingdom; (c) any committee of the United Nations Security Council; or (d) the European Union; (ii) any Person located, organized, or resident in, organized in, or a Governmental Authority or government instrumentality of, any Sanctioned Country; and (iii) any Person directly or indirectly owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii), either individually or in the aggregate.

"Sanctions Laws" means those trade, economic and financial sanctions Laws administered, enacted or enforced from time to time by (i) the United States (including the Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), (ii) the European Union and enforced by its member states, (iii) the United Nations, or (iv) Her Majesty's Treasury of the United Kingdom.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the United States Securities and Exchange Commission.

"SEC Statement" has the meaning specified in Section 1.2(e).

"Securities Act" means the Securities Act of 1933, as amended.

"Skadden" has the meaning specified in Section 11.18(a).

"Skadden Privileged Communications" has the meaning specified in Section 11.18(a).

"Sponsor" has the meaning specified in the Recitals.

"Sponsor Support Agreement" means that certain Support Agreement, dated as of the date hereof, by and among the Sponsor, the other parties listed on Schedule I of the Sponsor Support Agreement, Acquiror and the Company, as amended or modified from time to time.

"Stockholder Notice" has the meaning specified in Section 8.2(d).

"Subsidiary" means, with respect to a Person, a corporation or other entity of which more than 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person.

"Surviving Corporation" has the meaning specified in Section 2.1(b).

"Target Closing Working Capital" means $0.

"Tax Return" means any return, declaration, report, statement, information statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any claims for refunds of Taxes, any information returns and any schedules, attachments, amendments or supplements of any of the foregoing.

"Taxes" means any and all federal, state, local, foreign or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, recapture, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, assessments, sales, use, transfer, registration, governmental charges, duties, levies and other similar charges imposed by a Governmental Authority in the nature of a tax, alternative or add-on minimum, or estimated taxes, and including any interest, penalty, or addition thereto.

"Terminating Acquiror Breach" has the meaning specified in Section 10.1(g).

"Terminating Company Breach" has the meaning specified in Section 10.1(e).

"Title IV Plan" has the meaning specified in Section 4.14(c).

"Top Customers" has the meaning specified in Section 4.29(a).

"Top Vendors" has the meaning specified in Section 4.29(c).

"Transaction Proposals" has the meaning specified in Section 8.2(b)(ii).

"Transfer Taxes" means all transfer, documentary, sales, use, value added, excise, stock transfer, stamp, recording, registration and any similar Taxes and fees, including any penalties and interest thereon, that are required to be paid under tax Laws in connection with the transactions contemplated by this Agreement.

"Treasury Regulations" means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final, proposed or temporary form), as the same may be amended from time to time.

"Treasury Share" has the meaning specified in Section 3.1(a).

"Trust Account" has the meaning specified in Section 11.1.

"Trust Agreement" has the meaning specified in Section 5.8.

"Trustee" has the meaning specified in Section 5.8.

"Unaudited Financial Statements" has the meaning specified in Section 4.9(a).

"Unpaid Transaction Expenses" has the meaning specified in Section 2.4(c).

"Warrant Agreement" means the Warrant Agreement, dated as of December 14, 2020, between Acquiror and Continental Stock Transfer & Trust Company.

"Working Capital" means, as of any given date or time, Accounts Receivable minus Certain Current Liabilities, in each case, as of such date or time.

"Working Capital Adjustment Amount" means (a) if the Closing Working Capital exceeds the Target Closing Working Capital, then the amount by which such excess exceeds $300,000 or (b) if the Closing Working Capital is less than the Target Closing Working Capital, then the amount by which such deficit exceeds $300,000, in each case, if applicable; provided, however, that any amount which is calculated pursuant to clause (b) above shall be deemed to be a negative.

"Working Capital Loans" means any loan made to Acquiror by (i) any of the Sponsor, an Affiliate of the Sponsor, or any of Acquiror's officers or directors, and evidenced by a promissory note, for the purpose of financing costs incurred in connection with a Business Combination or (ii) any of the Business Entities or any of their respective Affiliates in connection with an Extension.

Section 1.2. Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article," "Exhibit" or "Section" refer to the specified Article, Exhibit or Section of this Agreement; (v) the word "including" shall mean "including, without limitation" and (vi) the word "or" shall be disjunctive but not exclusive.

(b) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to

statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(f) Except as otherwise specifically provided herein, to the extent this Agreement refers to information or documents having been "made available" (or words of similar import) by or on behalf of one or more parties to another party hereto, such obligation shall be deemed satisfied if (i) such one or more parties hereto or a Person acting on its behalf made such information or document available (or delivered or provided such information or document) in the electronic data room hosted by Egnyte and labeled "INPX Diligence Data for KINS" prior to 9:00 a.m. Eastern time on the date that is two (2) full Business Days prior to the date of this Agreement or (ii) such information or document is publicly available prior to 9:00 a.m. Eastern time on the date that is two (2) full Business Days prior to the date of this Agreement in the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC and not subject to any redactions or omissions.

(g) The parties to this Agreement agree and acknowledge that they have been represented by counsel during, and have participated jointly in, the negotiation, drafting and execution of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and the parties to this Agreement irrevocably waive the application of any Law, holding or rule of construction favoring or disfavoring any party to this Agreement by virtue of the authorship of any provision of this Agreement.

(e) Notwithstanding anything to the contrary herein, no representation or warranty by Acquiror in this Agreement shall apply to any statement or information in the Acquiror SEC Filings that relates to the topics referenced in the SEC's "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies" issued on April 12, 2021 or to other accounting matters related to initial public offering securities or expenses as to which the SEC or the Acquiror's audit firm has issued, adopted, recommended in writing (with such recommendation being directed to the Acquiror, in the case of the Acquiror's audit firm) or implemented (with such implementation relating to the Acquiror, in the case of the Acquiror's audit firm) a statement, guidance, interpretation or change in presentation after the date Acquiror's initial public offering (collectively, the " SEC Statement"), nor shall any correction, amendment or restatement of Acquiror Financial Statements due wholly or in part to the SEC Statement, nor any other effects that relate to or arise out of, or are in connection with or in response to, the SEC Statement or any changes in accounting or disclosure related thereto, be deemed to be a breach of any representation or warranty by Acquiror. Each of Inpixon and the Company acknowledges and agrees that Acquiror continues to review the SEC Statement and its implications, including on the financial statements and other information included in the Acquiror SEC Filings, and any restatement, revision or other modification of the Acquiror SEC Filings relating to or arising from such SEC Statement, shall be deemed not material and not to have or reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror to consummate the transactions contemplated by this Agreement, for purposes of this Agreement.

Section 1.3. Knowledge. As used herein, (i) the phrase "to the knowledge" of the Company shall mean the knowledge of the individuals identified on Section 1.3 of the Company Disclosure Letter and (ii) the phrase "to the knowledge" of Acquiror shall mean the knowledge of the individuals identified on Section 1.3 of the Acquiror Disclosure Letter, in each case, after reasonable inquiry of direct reports responsible for the applicable subject matter.

ARTICLE II

THE MERGER; CLOSING

Section 2.1. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, Acquiror, Merger Sub, Inpixon and the Company (Merger Sub and the Company sometimes being referred to herein as the "Constituent Corporations") shall cause Merger Sub to be merged with and into the Company, with the Company being the surviving corporation in the Merger. The Merger shall be consummated in accordance with this Agreement and shall be evidenced by a certificate of merger with respect to the Merger (as so filed, the "Merger Certificate"), executed by the Constituent Corporations in accordance with the relevant provisions of the DGCL, such Merger to be effective as of the Effective Time.

(b) Upon consummation of the Merger, the separate corporate existence of Merger Sub shall cease and the Company, as the surviving corporation of the Merger (hereinafter referred to for the periods at and after the Effective Time as the "Surviving Corporation"), shall continue its corporate existence under the DGCL, as a wholly-owned subsidiary of Acquiror.

Section 2.2. Effects of the Merger. At and after the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to each such Constituent Corporation, on whatever account, shall become vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall become thereafter the property of the Surviving Corporation as they are of the Constituent Corporations; and the title to any real property vested by deed or otherwise or any other interest in real estate vested by any instrument or otherwise in either of such Constituent Corporations shall not revert or become in any way impaired by reason of the Merger; but all Liens upon any property of a Constituent Corporation shall thereafter attach to the Surviving Corporation and shall be enforceable against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all of the foregoing in accordance with the applicable provisions of the DGCL.

Section 2.3. Closing; Effective Time.

(a) In accordance with the terms and subject to the conditions of this Agreement, the closing of the Merger (the "Closing") shall be effected by the exchange of signatures by electronic transmission, or, if such exchange is not practicable, shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 525 University Avenue, Suite 1400, Palo Alto, CA 94301, at 7:00 a.m. (local time) on the date which is two (2) Business Days after the first date on which all conditions set forth in Article IX shall have been satisfied or waived (other than the Distribution and those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

(b) Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, the parties shall cause the Merger Certificate to be executed and duly submitted for filing with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL. The Merger shall become effective at the time when the Merger Certificate has been accepted for filing by the Secretary of State of the State of Delaware, or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Merger Certificate (the "Effective Time").

Section 2.4. Closing Deliverables.

(a) At the Closing, Inpixon or the Company, as applicable, will deliver or cause to be delivered:

(i) to Acquiror, a certificate signed by an officer of the Company, dated as of the Closing Date, certifying that, (A) the Internal Reorganization and the Distribution have been completed in accordance with the terms of the Ancillary Agreements and (B) to the knowledge and belief of such officer, the conditions specified in Section 9.2(a) and Section 9.2(b) have been fulfilled;

(ii) to Acquiror, the written resignations of all of the directors of the Company (other than any such Persons identified as initial directors of the Surviving Corporation, in accordance with Section 2.6), effective as of the Effective Time; and

(iii) to Acquiror, a certificate on behalf of the Company, prepared in a manner consistent and in accordance with the requirements of Treasury Regulation Sections 1.897-2(g), (h) and 1.1445-2(c)(3), certifying that no interest in the Company is, or has been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "U.S. real property interest" within the meaning of Section 897(c) of the Code, and a form of notice to the IRS prepared in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2).

(b) At the Closing, Acquiror will deliver or cause to be delivered:

(i) to the Exchange Agent, the Aggregate Merger Consideration for further distribution to the Company's stockholders pursuant to Section 3.2;

(ii) to the Company, a certificate signed by an officer of Acquiror, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.3(a) and Section 9.3(b) have been fulfilled; and

(iii) to the Company, the written resignations of all of the directors and officers of Acquiror and Merger Sub (other than those Persons identified as the initial directors and officers, respectively, of Acquiror after the Effective Time, in accordance with the provisions of Section 2.6 and Section 7.5), effective as of the Effective Time.

(c) On the Closing Date, concurrently with the Effective Time, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds, (i) all accrued Transaction Expenses of Acquiror and those incurred, accrued, paid or payable by Acquiror's Affiliates on Acquiror's behalf (which shall include any outstanding amounts under any Working Capital Loans) as set forth on a written statement to be delivered to the Company not less than two (2) Business Days prior to the Closing Date and (ii) all accrued and unpaid Company Transaction Expenses ("Unpaid Transaction Expenses") as set forth on the Closing Statement; provided, that any Unpaid Transaction Expenses due to current or former employees, independent contractors, officers, or directors of the Company or any of the Company Subsidiaries shall be paid or cause to be paid by the Acquiror to the Company for further payment to such employee, independent contractor, officer or director through the Company's payroll.

Section 2.5. Governing Documents.

(a) At the Effective Time, by virtue of the Merger, the certificate of incorporation and bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated in their entirety to read the same as the certificate of incorporation and bylaws of Merger Sub, respectively, as in effect immediately prior to the Effective Time, until thereafter supplemented or amended in accordance with their respective terms and the DGCL.

(b) The certificate of incorporation and bylaws of Acquiror as of immediately prior to the Effective Time (each of which shall be in such form and of substance as mutually agreed to by Acquiror and the Company), shall be the certificate of incorporation and bylaws of Acquiror from and after the Effective Time, until thereafter amended as provided therein and under the DGCL.

Section 2.6. Directors and Officers.

(a) (i) The officers of the Company as of immediately prior to the Effective Time, shall be the officers of the Surviving Corporation from and after the Effective Time, and (ii) the directors of Acquiror as of immediately after the Effective Time, shall be the directors of the Surviving Corporation from and after the Effective Time, in each case, each to hold office in accordance with the Governing Documents of the Surviving Corporation.

(b) The parties shall take all actions necessary to ensure that, from and after the Effective Time, the Persons identified as the initial post-Closing directors and officers of Acquiror in accordance with the provisions of Section 7.5 shall be the directors and officers (and in the case of such officers, holding such positions as are set forth on Section 2.6(b) of the Company Disclosure Letter), respectively, of Acquiror, each to hold office in accordance with the Governing Documents of Acquiror.

Section 2.7. Closing Calculations. No later than two (2) Business Days prior to the Closing Date, Inpixon and the Company shall deliver to Acquiror a statement (the "Closing Statement") setting forth Inpixon's and Company's good faith estimate of: (i) the Closing Company Adjusted Cash; (ii) the Closing Company Indebtedness; (iii) the Working Capital Adjustment Amount; and (iv) the Unpaid Transaction Expenses, together with (x) instructions that list the applicable bank accounts designated to facilitate payment by Acquiror of the Unpaid Transaction Expenses and (y) reasonable supporting documentation used by Inpixon and the Company in calculating such amounts, including with respect to the Unpaid Transaction Expenses, invoices or similar documentation accounting for such costs. Acquiror and its representatives shall have a reasonable opportunity to review and discuss with Inpixon and the Company and its representatives the documentation provided in connection with the delivery of the Closing Statement. Inpixon, the Company and the Company Subsidiaries shall reasonably assist Acquiror and its representatives in its review of such documentation and shall consider in good faith Acquiror's comments to the Closing Statement, and if any adjustments are made to the Closing Statement prior to the Closing, such adjusted Closing Statement shall thereafter become the Closing Statement for purposes of this Agreement.

ARTICLE III

EFFECTS OF THE MERGER ON THE COMPANY CAPITAL STOCK

Section 3.1. Conversion of Securities.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company Capital Stock, (i) each share of Company Capital Stock issued and outstanding immediately prior to the Effective Time, (ii) any shares of Company Common Stock held in the treasury of the Company, which treasury shares shall be canceled as part of the Merger and shall not constitute "Company Capital Stock" hereunder (each such share, a "Treasury Share"), and (iii) any shares of Company Capital Stock held by stockholders of the Company who have perfected and not withdrawn a demand for appraisal rights pursuant to the applicable provisions of the DGCL, shall be canceled and converted into the right to receive the applicable portion of the Aggregate Merger Consideration as determined pursuant to Section 3.1(c).

(b) At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror or Merger Sub, each share of Merger Sub Capital Stock, shall be converted into a share of common stock, par value $0.0001 of the Surviving Corporation.

(c) Each holder of shares of Company Capital Stock as of immediately prior to the Effective Time (other than in respect of (x) Treasury Shares and (y) Dissenting Shares) shall be entitled to receive:

(i) a portion of the aggregate Class A Merger Consideration equal to (i) the Exchange Ratio, *multiplied by* (ii) the number of shares of Company Common Stock held by such holder as of immediately prior to the Effective Time, with fractional shares rounded down to the nearest whole share; and

(ii) a portion of the aggregate Class C Merger Consideration equal to (i) the Exchange Ratio, *multiplied by* (ii) the number of shares of Company Common Stock held by such holder as of immediately prior to the Effective Time, with fractional shares rounded down to the nearest whole share.

(d) Notwithstanding anything in this Agreement to the contrary, no fractional shares of Acquiror Common Stock shall be issued in the Merger.

Section 3.2. Exchange Procedures

(a) Prior to the Closing, Acquiror shall appoint an exchange agent (the "Exchange Agent") to act as the agent for the purpose of paying the Aggregate Merger Consideration to the Company's stockholders. At or before the Effective Time, Acquiror shall deposit with the Exchange Agent the number of shares of Acquiror Common Stock equal to the portion of the Aggregate Merger Consideration to be paid in shares of Acquiror Common Stock. Pursuant to Section 3.2 of the Separation and Distribution Agreement, the Exchange Agent shall hold, for the account of the relevant Company stockholders, book-entry shares representing all of the outstanding shares of Company Common Stock distributed in the Distribution.

(b) Reasonably promptly after the Effective Time, Acquiror shall send or shall cause the Exchange Agent to send, to each record holder of shares of Company Capital Stock as of immediately prior to the Effective Time, whose shares of Company Capital Stock were converted pursuant to Section 3.1(a) into the right to receive a portion of the Aggregate Merger Consideration, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and the risk of loss and title shall pass, only upon proper transfer of each share to the Exchange Agent, and which letter of transmittal will be in customary form and have such other provisions as Acquiror may reasonably specify) for use in such exchange (each, a "Letter of Transmittal").

(c) Each holder of shares of Company Capital Stock that have been converted into the right to receive a portion of the Aggregate Merger Consideration, pursuant to Section 3.1(a), shall be entitled to receive such portion of the Aggregate Merger Consideration, upon receipt by the Exchange Agent of an "agent's message" (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request), or a duly completed and validly executed Letter of Transmittal, as applicable, and such other documents as may reasonably be requested by the Exchange Agent. No interest shall be paid or accrued upon the transfer of any share.

(d) Promptly following the date that is one (1) year after the Effective Time, Acquiror shall instruct the Exchange Agent to deliver to Acquiror all documents in its possession relating to the transactions contemplated hereby, and the Exchange Agent's duties shall terminate. Thereafter, any portion of the Aggregate Merger Consideration that remains unclaimed shall be returned to Acquiror, and any Person that was a holder of shares of Company Capital Stock as of immediately prior to the Effective Time that has not exchanged such shares of Company Capital Stock for an applicable portion of the Aggregate Merger Consideration in accordance with this Section 3.2 prior to the date that is one (1) year after the Effective Time, may transfer such shares of Company Capital Stock to Acquiror and (subject to applicable abandoned property, escheat and similar Laws) receive in consideration therefor, and Acquiror shall promptly deliver, such applicable portion of the Aggregate Merger Consideration without any interest thereupon. None of Acquiror, Merger Sub, Inpixon, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any of the Aggregate Merger Consideration delivered to a public official pursuant to and in accordance with any applicable abandoned property, escheat or similar Laws. If any such shares shall not have not been transferred immediately prior to such date on which any amounts payable pursuant to this Article III would otherwise escheat to or become the property of any Governmental Authority, any such amounts shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

Section 3.3. Withholding. Notwithstanding any other provision of this Agreement, Acquiror, Merger Sub and the Exchange Agent, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such Taxes as are required to be deducted and withheld from such amount under the Code or any other applicable Law (as determined by the party so deducting and withholding). To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be (i) timely remitted to the appropriate Governmental Authority and (ii) to the extent duly remitted, treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 3.4. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Capital Stock issued and outstanding immediately prior to the Effective Time (other than Treasury Shares) and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised and demanded appraisal of such shares pursuant to, and complies in all respects with Section 262 of the DGCL (such shares of Company Capital Stock being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise waives, withdraws, or loses such holder's appraisal rights under the DGCL with respect to such shares) shall not be converted into a right to receive a portion of the Aggregate Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; provided, however, that if, after the Effective Time, such holder fails to perfect, waives, withdraws, or loses such holder's right to appraisal pursuant to Section 262 of the DGCL, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, such shares of Company Capital Stock shall be treated as if they had been converted as of the Effective Time into the right to receive the Aggregate Merger Consideration in accordance with Section 3.1 without interest thereon, upon transfer of such shares. The Company shall provide Acquiror prompt written notice of any demands received by the Company for appraisal of shares of Company Capital Stock, any waiver or withdrawal of any such

demand, and any other demand, notice, or instrument delivered to the Company prior to the Effective Time that relates to such demand. Except with the prior written consent of Acquiror (which consent shall not be unreasonably conditioned, withheld, delayed or denied), the Company shall not make any payment with respect to, or settle, or offer to settle, any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF INPIXON AND THE COMPANY

Except (i) as set forth in any Inpixon SEC Filings filed or submitted on or prior to the date hereof (excluding (a) any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature and (b) any exhibits or other documents appended thereto) (it being acknowledged that nothing disclosed in such Inpixon SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 4.6, Section 4.7 and Section 4.16), or (ii) as set forth in the disclosure letter delivered to Acquiror and Merger Sub by the Company on the date of this Agreement (the "Company Disclosure Letter") (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article IV), in each case, each of Inpixon and the Company, jointly and severally, represent and warrant to Acquiror and Merger Sub as follows:

Section 4.1. Company Organization. Each of Inpixon and the Company has been duly formed or organized and is validly existing in good standing under the Laws of its jurisdiction of incorporation or organization, and has the requisite company or corporate power, as applicable, and authority to own, use, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The Governing Documents of each of Inpixon and the Company, as amended to the date of this Agreement and as previously made available by or on behalf of each of Inpixon and the Company to Acquiror, are true, correct and complete. Each of Inpixon and the Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership, leasing, use or operation of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the Business Entities, taken as a whole.

Section 4.2. Subsidiaries. A complete list of each Company Subsidiary and its jurisdiction of incorporation, formation or organization, as applicable, is set forth on Section 4.2 of the Company Disclosure Letter. The Company Subsidiaries have been duly formed or organized and are validly existing under the Laws of their jurisdiction of incorporation or organization and have the requisite power and authority to own, lease, use or operate all of their respective properties and assets and to conduct their respective businesses as they are now being conducted. True, correct and complete copies of the Governing Documents of the Company Subsidiaries, in each case, as amended to the date of this Agreement, have been previously made available to Acquiror by or on behalf of the Company. Each Company Subsidiary is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership, leasing, use or operation of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the Business Entities, taken as a whole.

Section 4.3. Due Authorization.

(a) Other than the Company Stockholder Approval, each of Inpixon and the Company has all requisite company or corporate power, as applicable, and authority to execute and deliver this Agreement and the other documents to which it is a party contemplated hereby and (subject to the approvals described in Section 4.5) to consummate the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other documents to which each of Inpixon and the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by the Board of Directors of each of Inpixon and the Company, and no other company or corporate proceeding on the part of the Company is necessary to authorize this Agreement and the other documents to which each of Inpixon and the Company is a party contemplated hereby. This Agreement has been, and on or prior to the Closing, the other documents to which each of Inpixon and the Company is a party contemplated hereby will be, duly and validly executed and delivered by each of Inpixon and the Company and this Agreement constitutes, and on or prior to the Closing, the other documents to which each of Inpixon and the Company is a party contemplated hereby will constitute, a legal, valid and binding obligation of each of Inpixon and the Company, enforceable against each of Inpixon and the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) On or prior to the date of this Agreement, (i) the Board of Directors of each of Inpixon and the Company has duly adopted resolutions (A) determining that it is in the best interests of each of Inpixon and the Company and its stockholders, and declaring advisable, to enter into this Agreement and the other documents to which each of Inpixon and the Company is a party contemplated hereby, and (B) approving the execution, delivery and performance by each of Inpixon and the Company of this Agreement and the other documents to which each of Inpixon and the Company is a party contemplated hereby and the transactions contemplated hereby and thereby and (ii) the Board of Directors of the Company has duly adopted resolutions recommending the adoption and approval of this Agreement and the other documents to which the Company is a party contemplated hereby and the transactions contemplated hereby and thereby by the Company's stockholders. No other corporate action is required on the part of Inpixon, the Company or any of their respective stockholders to enter into this Agreement or the documents to which Inpixon or the Company is a party contemplated hereby or to approve the Merger other than the Company Stockholder Approval. The Company Stockholder Approval will be duly and validly obtained in accordance with applicable Law (including the DGCL) and the Governing Documents of the Company upon the execution and delivery of the Company Stockholder Written Consent pursuant to the terms of this Agreement, and, when delivered, the Company Stockholder Written Consent will constitute the Company Stockholder Approval.

Section 4.4. No Conflict. Subject to the provision of notices and receipt of the consents, approvals, authorizations and other requirements set forth in Section 4.5 and except as set forth on Section 4.4 of the Company Disclosure Letter, the execution and delivery by each of Inpixon and the Company of this Agreement and the documents to which each of Inpixon and the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of, or default under the Governing Documents of Inpixon, the Company, or any of the Company Subsidiaries, (b) violate or conflict with any provision of, or result in the breach of, or default under any Law, Permit or Governmental Order applicable to Inpixon, the Company, or any of the Company Subsidiaries, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right (including any incremental loss of rights) or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Real Property Lease or Contract of the type described in Section 4.12(a) to which Inpixon, the Company, or any of the Company Subsidiaries is a party or by which Inpixon, the Company or any of the Company Subsidiaries may be bound, or terminate or result in the termination of any such foregoing Contract or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of Inpixon, the Company, or any of the Company Subsidiaries, including, without limitation, any Leased Real Property, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Inpixon and the Company to enter into and perform their obligations under this Agreement or (ii) be material to the Business Entities, taken as a whole.

Section 4.5. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of Acquiror contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority (each, a "Governmental Authorization") is required on the part of Inpixon, the Company, or the Company Subsidiaries with respect to either Inpixon's or the Company's execution or delivery of this Agreement or the consummation by Inpixon or the Company of the transactions contemplated hereby, except for (i) the applicable requirements of any antitrust or competition Laws; (ii) any consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Inpixon or the Company to perform or comply with on a timely basis any material obligation of the Company under this Agreement or to consummate the transactions contemplated hereby and (iii) the filing of the Merger Certificate in accordance with the DGCL.

Section 4.6. Capitalization of the Company.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of (x) 500,000,000 shares of Company Common Stock, of which 1,000 shares are issued and outstanding as of the date of this Agreement, and there are no other authorized equity interests of the Company that are issued and outstanding. All of the issued and outstanding shares of Company Common Stock (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance in all material respects with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the Company and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company or any Contract to which the Company is a party or otherwise bound; and (iv) are free and clear of any Liens.

(b) The Company has not granted any outstanding subscriptions, stock options, stock appreciation rights, restricted stock, restricted stock units, other equity or equity-based awards, warrants, rights or other securities (including debt securities) convertible into or exchangeable or exercisable for shares of Company Common Stock, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or for the repurchase or redemption of shares or other equity interests of the Company or the value of which is determined by reference to shares or other equity interests of the Company, and there are no voting trusts, proxies or agreements of any kind which may obligate the Company to issue, purchase, register for sale, redeem or otherwise acquire any shares of Company Capital Stock.

Section 4.7. Capitalization of Subsidiaries.

(a) The outstanding shares of capital stock or equity interests of each of the Company Subsidiaries (i) have been duly authorized and validly issued, are, to the extent applicable, fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of each such Company Subsidiary, and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of each such Company Subsidiary or any Contract to which each such Company Subsidiary is a party or otherwise bound; and (iv) are free and clear of any Liens.

(b) Except as set forth on Section 4.7(b) of the Company Disclosure Letter, immediately upon completion of the Internal Reorganization, the Company will own of record and beneficially all the issued and outstanding shares of capital stock or equity interests of each of the Company Subsidiaries, free and clear of any Liens other than Permitted Liens.

(c) Except as set forth on Section 4.7(c) of the Company Disclosure Letter or and as contemplated by the Internal Reorganization, there are no outstanding subscriptions, stock options, stock appreciation rights, restricted stock, restricted stock units, other equity or equity-based awards, warrants, rights or other securities (including debt securities) exercisable or exchangeable for any capital stock of any of the Company Subsidiaries, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or for the repurchase or redemption of shares or other equity interests of such Subsidiaries or the value of which is determined by reference to shares or other equity interests of the Subsidiaries, and there are no voting trusts, proxies or agreements of any kind which may obligate any Company Subsidiary to issue, purchase, register for sale, redeem or otherwise acquire any of its capital stock.

Section 4.8. Inpixon SEC Filings. Inpixon has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since January 1, 2022, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing through the date hereof, the "Inpixon SEC Filings"). Each of the Inpixon SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder applicable to the Inpixon SEC Filings. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the Inpixon SEC Filings did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Inpixon SEC Filings. To the knowledge of the Company, none of the Inpixon SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 4.9. Financial Statements.

(a) Attached as Section 4.9(a) of the Company Disclosure Letter are: (i) true and complete copies of the unaudited combined carve-out balance sheets of the Company and the Company Subsidiaries as of December 31, 2021 and as of December 31, 2020, and the related unaudited combined carve-out statements of operations and cash flows of the Company and the Company Subsidiaries for each of the years then ended (collectively, the "Unaudited Annual Financial Statements"), and (ii) unaudited combined carve-out balance sheets as of June 30, 2022 and December 31, 2021, the unaudited combined carve-out statements of operations for the six month periods ended June 30, 2022 and June 30, 2021, the unaudited combined carve-out statements of changes in Inpixon's net investment for the six month periods ended June 30, 2022 and 2021 and the unaudited combined carve-out statements of cash flows for the six month periods ended June 30, 2022 and 2021 (the "Unaudited Financial Statements," and together with the Unaudited Annual Financial Statements, the PCAOB Financial Statements and the Q3 2022 Financial Statements (if delivered pursuant to Section 6.3(b), the "Financial Statements").

(b) Except as set forth in Section 4.9(b) of the Company Disclosure Letter, the Financial Statements (i) fairly present, in all material respects, the combined financial position of the Company and its combined Subsidiaries, as at the respective dates thereof, and the combined results of their operations, their combined incomes, and their combined cash flows for the respective periods then ended (subject, in the case of the Unaudited Financial Statements and the Q3 2022 Financial Statements, to normal

year-end adjustments and the absence of footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and, in the case of the Unaudited Financial Statements and the Q3 2022 Financial Statements, the absence of footnotes or the inclusion of limited footnotes), (iii) were prepared from, and are in accordance in all material respects with, the books and records of the Company and its combined Subsidiaries and (iv) solely with respect to the PCAOB Financial Statements, when delivered by the Company for inclusion in the Acquiror Registration Statement for filing with the SEC following the date of this Agreement in accordance with Section 6.3, will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof; provided, that the Financial Statements are qualified by the fact that (y) the Enterprise Apps Business has not operated on a separate standalone basis and has historically been reported within Inpixon's combined financial statements, and (z) the Financial Statements assume certain allocated expenses, which do not necessarily reflect amounts that would have resulted from arm's-length transactions or that the Enterprise Apps Business would incur on a standalone basis, including after the Closing. The Financial Statements were prepared based on the accrual basis of accounting consistently applied by Inpixon during the periods involved and were derived from the financial reporting systems and the combined financial statements of Inpixon, which combined financial statements were prepared in accordance with GAAP.

(c) None of the Business Entities nor any independent auditor of the Business Entities has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by any of the Business Entities, (ii) any fraud, whether or not material, that involves the management or other employees of the Business Entities who have a role in the preparation of financial statements or the internal accounting controls utilized by any of the Business Entities or (iii) in writing, any claim or allegation regarding any of the foregoing.

Section 4.10. Undisclosed Liabilities. Except as set forth on Section 4.10 of the Company Disclosure Letter, there is no other liability, debt (including Indebtedness) or obligation of, or claim or judgment against, any of the Business Entities (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due), except for liabilities, debts, obligations, claims or judgments (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of business, consistent with past practice, of the Company and the Company Subsidiaries, (c) that will be discharged or paid off prior to or at the Closing or (d) that, individually or in the aggregate, would not reasonably be expected to be material to the Business Entities, taken as a whole.

Section 4.11. Litigation and Proceedings. Except as set forth on Section 4.11 of the Company Disclosure Letter, as of the date hereof (a) there are no pending or, to the knowledge of the Company, threatened lawsuits, actions, suits, judgments, claims, proceedings or any other Actions (including any investigations or inquiries initiated, pending or threatened by any Governmental Authority), or other proceedings at law or in equity (collectively, "Legal Proceedings"), against any of the Business Entities or their respective properties or assets; and (b) there is no outstanding Governmental Order imposed upon any of the Business Entities; nor are any properties or assets of the Business Entities bound or subject to any Governmental Order, except, in each case, as would not be, or would not reasonably be expected to be, material to the Business Entities, taken as a whole.

Section 4.12. Legal Compliance.

(a) Each of the Business Entities is, and for the prior five (5) years has been, in compliance in all material respects with applicable Laws.

(b) Each of the Business Entities maintains a program of policies, procedures, and internal controls reasonably designed and implemented to (i) prevent the use of the products and services of the Business Entities in a manner that violates applicable Law (including money laundering or fraud), and (ii) otherwise provide reasonable assurance that violations of applicable Law by any of Inpixon's, the Company's or the Company Subsidiaries' directors, officers, employees or its or their respective agents, representatives or other Persons, acting on behalf of Inpixon, the Company or any of the Company Subsidiaries, will be prevented, detected and deterred.

(c) None of the Business Entities, or any of their respective officers, directors or employees thereof acting in such capacity has have received any written notice of, or been charged with, the violation of any Laws, except where such violation has not been or would not reasonably be expected to be, individually or in the aggregate, material to the Business Entities, taken as a whole.

Section 4.13. Contracts; No Defaults.

(a) Section 4.13(a) of the Company Disclosure Letter contains a listing of all Contracts described in clauses (i) through (xv) below to which, as of the date of this Agreement, the Business Entities are a party or by which they are bound, other than a Benefit Plan. True, correct and complete copies of the Contracts listed on Section 4.13(a) of the Company Disclosure Letter have previously been delivered to or made available to Acquiror or its agents or representatives, together with all amendments thereto.

(i) Any Contract with any of the Top Customers or the Top Vendors;

(ii) Each note, debenture, other evidence of Indebtedness, guarantee, loan, credit or financing agreement or instrument or other Contract for money borrowed by Inpixon, the Company or any of the Company Subsidiaries, including any agreement or commitment for future loans, credit or financing and any agreement pursuant to which the Business Entities granted a Lien on its assets, whether tangible or intangible, to secure any Indebtedness, in each case, in excess of $100,000;

(iii) Each Contract for the acquisition of any Person or any business unit thereof or the disposition of any material assets of the Business Entities in the last five (5) years, in each case, involving payments in excess of $100,000 other than Contracts (A) in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing, or (B) between the Company and its wholly-owned Subsidiaries;

(iv) Each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract that provides for the ownership of, leasing of, title to, use of, or any leasehold or other interest in any real or personal property that involves aggregate payments in excess of $100,000 in any calendar year;

(v) Each Contract involving the formation of a (A) joint venture, (B) partnership, or (C) limited liability company (excluding, in the case of clauses (B) and (C), any wholly-owned Company Subsidiary);

(vi) Contracts (other than employment agreements, employee confidentiality and invention assignment agreements, individual consulting or advisor agreements, equity or incentive equity documents and Governing Documents) between the Company and the Company Subsidiaries, on the one hand, and Affiliates of the Company or any of the Company Subsidiaries (other than the Company or any of the Company Subsidiaries), the officers and managers (or equivalents) of the Company or any of the Company Subsidiaries, the members or stockholders of the Company or any of the Company Subsidiaries, any employee of the Company or any of the Company Subsidiaries or a member of the immediate family of the foregoing Persons, on the other hand (collectively, "Affiliate Agreements");

(vii) Contracts with each current employee or individual independent contractor of the Company or the Company Subsidiaries with annual base compensation in excess of $100,000, and service agreements with each director of the Company;

(viii) Contracts containing covenants of the Company or any of the Company Subsidiaries (A) prohibiting or limiting the right of the Company or any of the Company Subsidiaries to engage in or compete with any Person in any line of business in any material respect or (B) prohibiting or restricting the Company's and the Company Subsidiaries' ability to conduct their business with any Person in any geographic area in any material respect;

(ix) Any collective bargaining (or similar) agreement or Contract between the Company or any of the Company Subsidiaries, on one hand, and any labor union, labor organization, works council, or other body representing employees of the Company or any of the Company Subsidiaries, on the other hand;

(x) Each Contract (including license agreements, coexistence agreements, and agreements with covenants not to sue, but not including (1) non-disclosure agreements or (2) ancillary trademark licenses incident to marketing, printing or advertising Contracts, in each case of (1) or (2) entered into in the ordinary course of business) pursuant to which any Business Entity (i) grants to a third Person the right to use Company IP (other than Contracts granting nonexclusive rights to customers to use the Company Products on terms that do not materially differ from the standard forms of the Enterprise Apps Business previously delivered to or made available to Acquiror or its agents or representatives, together with all amendments thereto) or (ii) is granted by a third Person the right to use Intellectual Property used or held for use in the operation of the Enterprise Apps Business (other than Contracts granting nonexclusive rights to use commercially available off-the-shelf software that is not used in the Company Products and involves aggregate payments less than $100,000 in any calendar year and Open Source Licenses);

(xi) Each Contract requiring capital expenditures by any of the Business Entities after the date of this Agreement in an amount in excess of $100,000 in any calendar year;

(xii) Any Contract that (A) grants to any third Person any "most favored nation rights" or other preferential pricing term rights or (B) grants to any third Person price guarantees for a period greater than one (1) year from the date of this Agreement and requires aggregate future payments to any of the Business Entities in excess of $100,000 in any calendar year;

(xiii) Contracts granting to any Person (other than the Company or the Company Subsidiaries) a right of first refusal, first offer or similar preferential right to purchase or acquire equity interests in the Company or any of the Company Subsidiaries; and

(xiv) Any outstanding written commitment to enter into any Contract of the type described in subsections (i) through (xiv) of this Section 4.13(a).

(b) Except for any Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date, all of the Contracts listed pursuant to Section 4.13(a) in the Company Disclosure Letter are (i) in full force and effect and (ii) represent the legal, valid and binding obligations of Inpixon, the Company or the Company Subsidiary party thereto and, to the knowledge of the Company, represent the legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of such breach or default or failure to perform would not be material to the business of the Business Entities, taken as a whole, Inpixon, the Company and the Company Subsidiaries have performed in all respects all respective obligations required to be performed by them to date under such Contracts listed pursuant to Section 4.13(a) and none of Inpixon, the Company, the Company Subsidiaries, or, to the knowledge of the Company, any other party thereto is in breach of or default under any such Contract. During the last twelve (12) months, none of (y) Inpixon, the Company or any of the Company Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Contract, and (z) to the knowledge of the Company, no event has occurred which individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract by Inpixon, the Company or the Company Subsidiaries or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both), except in each case, where the occurrence of the foregoing (i) would not have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Inpixon and the Company to enter into and perform their obligations under this Agreement or (ii) be material to the Business Entities, taken as a whole.

Section 4.14. Benefit Plans.

(a) Section 4.14(a) of the Company Disclosure Letter sets forth a complete list, as of the date hereof, of each Benefit Plan. For purposes of this Agreement, a "Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), whether or not subject to ERISA, or any other plan, policy, program or agreement (including any employment, bonus, incentive or deferred compensation, employee loan, note or pledge agreement, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, arrangement, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee of the Company or any of its Subsidiaries or any Business Employee, which are maintained, sponsored or contributed to by Inpixon, the Company or any of their respective Subsidiaries, or to which the Company, Inpixon or any of their respective Subsidiaries is a party or has or may have any liability with respect to any such individuals, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable law and maintained by any Governmental Authority. With respect to each Benefit Plan, the Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (A) such Benefit Plan (or, if not written a written summary of its material terms) and all plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications, (C) the three (3) most recent annual reports (Form 5500 series) filed with the IRS with respect to such Benefit Plan, (D) the most recent actuarial report or other financial statement relating to such Benefit Plan, (E) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Benefit Plan, and (F) all material non-ordinary course communications received from or sent to the IRS, the Pension Benefit Guaranty Corporation, the Department of Labor or any other applicable Governmental Authority relating to the Benefit Plan.

(b) Except as set forth on Section 4.14(b) of the Company Disclosure Letter, (i) each Benefit Plan has been operated and administered in material compliance with its terms and all applicable Laws, including ERISA and the Code; (ii) in all material respects, all contributions required to be made or deposited with respect to any Benefit Plan on or before the Closing Date have been made or deposited and all obligations in respect of each Benefit Plan as of the Closing Date have been accrued and reflected in the Company's or Inpixon's financial statements to the extent required by GAAP; (iii) each Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a preapproved plan and, to the knowledge of the Company, no fact or event has occurred or circumstances exist that would reasonably be expected to adversely affect the qualified status of any such Benefit

Plan; (iv) there have not been any "prohibited transactions" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Benefit Plan that could reasonably be expected to result in material liability to the Company or any of the Company Subsidiaries; (v) neither the Company nor, to the knowledge of the Company, any other "fiduciary" (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Benefit Plan; (vi) all material reports, returns, notices and similar documents required to be filed with any Governmental Authority or distributed to any Benefit Plan participant have been timely filed or distributed.

(c) No Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan") or other pension plan that is subject to Title IV of ERISA ("Title IV Plan"), and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under, a Multiemployer Plan or Title IV Plan at any time within the previous six (6) years. Neither the Company nor any of its ERISA Affiliates has made or suffered a "complete withdrawal" or a "partial withdrawal," as such terms are respectively defined in sections 4203 and 4205 of ERISA, from a Multiemployer Plan (or any liability resulting therefrom has been satisfied in full). Neither the Company nor any ERISA Affiliate has any contingent liability under Section 4204 of ERISA. No Benefit Plan is or has been, and neither the Company nor any of its ERISA Affiliates has contributed to, been required to contribute to, or had any actual, indirect or contingent liability under, any plan or program that is or has been maintained by more than one employer within the meaning of Section 413(c) of the Code or that is a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA.

(d) With respect to each Benefit Plan, no actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of the Company, threatened, and to the knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims. No Benefit Plan is, or within the last six years has been, the subject of an examination, investigation or audit by a Governmental Authority, or is the subject of an application or filing under, or a participant in, a government-sponsored amnesty, voluntary compliance, self-correction or similar program.

(e) No Benefit Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other than coverage mandated by applicable Law. No condition exists that would prevent the amendment or termination of any Benefit Plan providing health or medical benefits in respect of any active or former employee of the Company or any Company Subsidiary (other than in accordance with the applicable Benefit Plan).

(f) Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined for purposes of Section 409A(d)(1) of the Code) has at all times (i) been maintained and operated in good faith compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder so as to avoid any Tax, penalty or interest under Section 409A of the Code and (ii) been in material documentary and operational compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder.

(g) Except as set forth on Section 4.14(g) of the Company Disclosure Letter, the consummation of the transactions contemplated hereby will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of the Company or any Company Subsidiary or any Business Employee to any severance pay or any other compensation or benefits or increase any compensation or benefit payable to any such employee, officer or other service provider or any Business Employee, or (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due any such employee, officer or other individual service provider or Business Employee. The consummation of the transactions contemplated hereby or under the Employee Matters Agreement will not, either alone or in combination with another event, result in any "excess parachute payment" under Section 280G of the Code. No Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

(h) With respect to each Benefit Plan subject to the Laws of any jurisdiction outside the United States, (i) all employer contributions to each such Benefit Plan required by Law or by the terms of such Benefit Plan have been made, (ii) each such Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities and, to the knowledge of the Company, no event has occurred since the date of the most recent approval or application therefor relating to any such Benefit Plan that would reasonably be expected to adversely affect any such approval or good standing, and (iii) each such Benefit Plan required to be fully funded or fully insured, is fully funded or fully insured, including any back-service obligations, on an ongoing and termination or solvency basis (determined using reasonable actuarial assumptions) in compliance with applicable Laws. Each Benefit Plan subject to the Laws of any jurisdiction outside the United States which provides retirement benefits is a defined contribution plan.

(i) There are no outstanding loans or other extensions of credit made by the Company, Inpixon or any of their Affiliates to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company or Company Subsidiary or any Business Employee.

(j) All contracts of employment or for services with any employee of the Company or any Company Subsidiary or any Business Employee who provides services outside the United States, or with any director, independent contractor or consultant of or to the Company or any Company Subsidiary can be terminated by thirty (30) days' notice or less given at any time without giving rise to any claim for damages, severance pay, or compensation (other than a statutory redundancy payment or notice period applicable by virtue of applicable Law or compensation for unfair dismissal applicable by virtue of law or any equivalent remedy under applicable local law or pursuant to any written agreement provided to Acquiror prior to the date hereof).

Section 4.15. Labor Relations; Employees.

(a) Except as set forth on Section 4.15(a) of the Company Disclosure Letter, (i) none of Inpixon, the Company or any of the Company Subsidiaries is a party to or bound by any collective bargaining agreement, or any other labor-related Contract or arrangement with any labor or trade union, labor organization, works council or other employee representative body covering any Business Employees, (ii) no such agreement or arrangement is being negotiated by Inpixon, the Company or any of the Company Subsidiaries, (iii) no Business Employees are represented by any labor or trade union, labor organization, works council or other employee representative body with respect to their employment with the Business Entities, and (iv) no labor or trade union, labor organization, works council, group of employees, or any other employee representative body has requested or, to the knowledge of the Company, has sought to represent any of the Business Employees. To the knowledge of the Company, there has been no labor organization activity involving any Business Employees with respect to their employment with the Business Entities. In the past three (3) years, there has been no actual or threatened unfair labor practice charge, material grievance, material arbitration, strike, slowdown, work stoppage, picketing, hand billing, lockout or other material labor dispute against or affecting the Business Entities.

(b) Inpixon, the Company and the Company Subsidiaries have satisfied any pre-signing legal or contractual requirement to provide notice to, or to enter into any consultation procedure with, any labor union, labor organization or works council, which is representing any Business Employees, in connection with the execution of this Agreement or the transactions contemplated by this Agreement.

(c) The Business Entities are, and have been for the past three (3) years, in compliance in all material respects with all applicable Laws respecting labor,

employment and employment practices including, all Laws respecting terms and conditions of employment, health and safety, wages and hours, worker classification (with respect to both exempt vs. non-exempt status and employee vs. independent contractor and worker status), child labor, immigration, background checks, employment discrimination, sexual harassment, disability rights or benefits, equal opportunity and equal pay, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(d) In the past three (3) years, the Business Entities have not received (i) notice of any unfair labor practice charge or complaint pending or threatened before the National Labor Relations Board or any other Governmental Authority against them, (ii) notice of any complaints, grievances or arbitrations arising out of any collective bargaining agreement or any other complaints, grievances or arbitration procedures against them, (iii) notice of any charge or complaint with respect to or relating to them pending before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, (iv) notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health Laws to conduct an investigation with respect to or relating to them or notice that such investigation is in progress, or (v) notice of any complaint, lawsuit or other proceeding pending or threatened in any forum by or on behalf of any present or former employee of such entities, any applicant for employment or classes of the foregoing alleging breach of any express or implied Contract of employment, any applicable Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(e) Except as set forth on Section 4.15(e) of the Company Disclosure Letter, the Business Entities are not and have not been: (i) a "contractor" or "subcontractor" (as defined by Executive Order 11246), (ii) required to comply with Executive Order 11246 or any other applicable Law requiring affirmative action or other employment-related actions for government contractors or subcontractors, or (iii) otherwise required to maintain an affirmative action plan.

(f) To the knowledge of the Company, no present or former employee, worker or independent contractor of the Business Entities is in any respect in violation of (i) any term of any employment agreement, nondisclosure agreement, restrictive covenant, common law nondisclosure obligation, fiduciary duty, or other obligation to the Business Entities or (ii) a former employer or engager of any such individual relating to (A) the right of any such individual to work for or provide services to the Business Entities or (B) the knowledge or use of trade secrets or proprietary information.

(g) None of the Business Entities are party to a settlement agreement with a current or former director, officer, employee or independent contractor of the Business Entities that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) a director or an officer of Inpixon, the Company or any of the Company Subsidiaries or (ii) a Business Employee at the level of Manager or above. To the knowledge of the Company, in the last five (5) years, no allegations of sexual harassment, sexual misconduct or discrimination have been made against (i) a director or an officer of the Business Entities or (ii) a Business Employee at the level of Manager or above.

(h) Except as set forth on Section 4.15(h) of the Company Disclosure Letter, the Business Entities have not engaged in layoffs, furloughs or employment terminations sufficient to trigger application of the Workers' Adjustment and Retraining Notification Act or any similar foreign, state or local law relating to plant closings, layoffs or group terminations. The Business Entities have not engaged in layoffs, furloughs, employment terminations (other than for cause) or effected any broad-based salary or other compensation or benefits reductions, in each case, whether temporary or permanent, since January 1, 2022 through the date hereof. The Business Employees represent the entirety of the individuals necessary to operate the Enterprise Apps Business as currently conducted.

(i) To the knowledge of the Company, no Business Employee (i) with annual base salary of $100,000 or more or (ii) at the level of Vice President or higher, intends to terminate his or her employment.

(j) The Business Entities and, to the knowledge of the Company, each Person acting as an agent of the Business Entities, are in compliance in all material respects with all federal, state and local laws, statutes and regulations having the purpose or effect of prohibiting unlawful discrimination against customers or potential customers and, to the knowledge of the Company, there are no complaints that the Business Entities, or any Person acting as an agent of the Business Entities, have engaged in any unlawful discrimination.

(k) To the knowledge of the Company, each individual who is currently providing services to the Business Entities, or who previously provided services to the Business Entities, as an independent contractor or consultant is or was, respectively, properly classified and properly treated as an independent contractor or consultant by Inpixon, the Company or the applicable Company Subsidiary. Each individual who is currently providing services to the Business Entities through a third-party service provider, or who previously provided services to the Business Entities through a third-party service provider, is not and was not, respectively, an employee of Inpixon, the Company or any of the Company Subsidiaries. None of the Business Entities have a single employer, joint employer, alter ego or similar relationship with any other company.

Section 4.16. Taxes.

(a) All income and other material Tax Returns required to be filed by or with respect to any of the Business Entities have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all amounts of Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) The Business Entities have withheld from amounts owing to any employee, creditor or other Person in all material respects all Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and complied in all material respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(c) There are no Liens for Taxes (other than Permitted Liens) upon the property or assets of any of the Business Entities.

(d) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against any of the Business Entities that remains unresolved or unpaid except for claims, assessments, deficiencies or proposed adjustments being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(e) There are no Tax audits or other examinations by a Governmental Authority of the Business Entities presently in progress, nor has any of the Business Entities been notified in writing by a Governmental Authority of (nor to the knowledge of Inpixon has there been) any request or threat for such an audit or other examination, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any amount of Taxes of the Business Entities.

(f) None of the Business Entities has made a request for an advance tax ruling or request for technical advice, a request for a change of any method of accounting or any similar request that is in progress or pending with any Governmental Authority with respect to any Taxes.

(g) None of the Business Entities is a party to or bound by any Tax indemnification or Tax sharing or similar agreement other than the Tax Matters Agreement and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes.

(h) Other than in connection with the Distribution or the separation of the Enterprise Apps Business, except as set forth in Section 4.16(h) of the Company Disclosure Letter, none of the Business Entities has been a party to any transaction treated by the parties as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code.

(i) None of the Business Entities (i) is liable for Taxes of any other Person (other than the Company and the Company Subsidiaries) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for U.S. federal, state or local income Tax purposes, other than a group the common parent of which was or is Inpixon.

(j) No written claim has been made by any Governmental Authority where any of the Business Entities does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

(k) Except as set forth in Section 4.16(k) of the Company Disclosure Letter None of the Business Entities has, or has ever had, a permanent establishment or other fixed place of business in any country other than the country of its organization, or is, or has ever been, subject to income Tax in a jurisdiction outside the country of its organization.

(l) None of the Business Entities has participated in a "listed transaction" within the meaning of Treasury Regulation 1.6011-4(b)(2).

(m) Each of the Business Entities is registered for the purposes of sales Tax, use Tax, Transfer Taxes, value added Taxes or any similar Tax in all jurisdictions where it is required by Law to be so registered, and has complied in all material respects with all Laws relating to such Taxes.

(n) None of the Business Entities will be required to include any amount in taxable income, exclude any item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or foreign Law) for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale, excess loss account or deferred intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or foreign Law) or open transaction disposition made prior to the Closing, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the ordinary course of business, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date, (iv) "closing agreements" described in Section 7121 of the Code (or any analogous provision of state, local or foreign Law) executed prior to the Closing, or (v) by reason of Section 965(a) of the Code or election pursuant to Section 965(h) of the Code (or any analogous provision of state, local or foreign Law).

(o) The Company has not been, is not, and immediately prior to the First Effective Time will not be, treated as an "investment company" within the meaning of Section 368(a)(2)(F) of the Code.

(p) None of the Business Entities has deferred the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, failed to properly comply in all material respects with and duly account for all credits received under Sections 7001 through 7005 of the FFCRA and Section 2301 of the CARES Act, or sought, or intends to seek, a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)).

Section 4.17. Brokers' Fees. Except as set forth on Section 4.17 of the Company Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by Inpixon, the Company, any of the Company Subsidiaries' or any of their Affiliates for which Acquiror, the Company or any of the Company Subsidiaries has any obligation.

Section 4.18. Insurance. The Business Entities are insured with reputable insurers against such risks and in such amounts as the management of the Company reasonably has determined to be prudent and consistent with industry practice. Section 4.18 of the Company Disclosure Letter contains a list of, as of the date hereof, all material policies or binders of property, fire and casualty, product liability, workers' compensation, and other forms of insurance held by, or for the benefit of, the Business Entities as of the date of this Agreement. True, correct and complete copies of such insurance policies as in effect as of the date hereof have previously been made available to Acquiror. All such policies are in full force and effect, all premiums due have been paid, and no notice of cancellation or termination has been received by Inpixon, the Company or any of the Company Subsidiaries with respect to any such policy. Except as disclosed on Section 4.18 of the Company Disclosure Letter, no insurer has denied or disputed coverage of any material claim under an insurance policy during the last twelve (12) months.

Section 4.19. Licenses. The Business Entities have obtained, and maintain, all Licenses required to permit the Business Entities to own, operate, use and maintain their assets in the manner in which they are now operated and maintained and to conduct the business of the Business Entities as currently conducted in all material respects. Each License held by the Business Entities is and has been for the past three (3) years valid, binding and in full force and effect, and each of Inpixon, the Company and the Company Subsidiaries is and has been during the past three (3) years in compliance with all such Licenses. None of the Business Entities (i) are or have been in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation) in any material respect of any term, condition or provision of any material License to which it is a party, (ii) are or have been during the past three (3) years the subject of any pending or threatened Action by a Governmental Authority seeking the cancellation, revocation, suspension, termination, limitation, suspension, modification, or impairment of any License; or (iii) have received any notice that any Governmental Authority that has issued any License intends to cancel, terminate, revoke, limit, suspend, condition, modify or not renew any such Licenses, except to the extent such License may be amended, replaced, or reissued as a result of and as necessary to reflect the transactions contemplated hereby, or as otherwise disclosed in Section 4.4 of the Company Disclosure Letter, provided such amendment, replacement, or reissuance does not materially adversely affect the continuous conduct of the business of the Company and the Company Subsidiaries as currently conducted from and after Closing. Section 4.19 of the Company Disclosure Letter sets forth a true, correct and complete list of material Licenses held by the Business Entities.

Section 4.20. Equipment and Other Tangible Property. The Business Entities own and have good title to, and have the legal and beneficial ownership of or a valid

leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property relating to the Enterprise Apps Business, free and clear of all Liens other than Permitted Liens. Following the Distribution, the Company or one of the Company Subsidiaries will own and have good title to, and has the legal and beneficial ownership of or a valid leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property relating to the Enterprise Apps Business, free and clear of all Liens other than Permitted Liens. All material personal property and leased personal property assets constituting the Enterprise Apps Business are structurally sound and in good operating condition and repair (ordinary wear and tear expected) and are suitable for their present use.

Section 4.21. Real Property.

(a) None of the Company or any of the Company Subsidiaries owns any Owned Real Property and none of assets of the Enterprise Apps Business constitutes Owned Real Property.

(b) Section 4.21(b) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all Leased Real Property and all Real Property Leases (as hereinafter defined) pertaining to such Leased Real Property. With respect to each parcel of Leased Real Property:

(i) The Business Entities hold a good and valid leasehold or subleasehold estate in such Leased Real Property, free and clear of all Liens, except for Permitted Liens.

(ii) The Business Entities have delivered to Acquiror true, correct and complete copies of all leases, subleases, licenses or occupancy agreements, including all amendments, extensions, renewals, guaranties, terminations and modifications thereof relating to Leased Real Property (collectively, the "Real Property Leases"), and none of the Real Property Leases have been modified in any material respect, except to the extent that such modifications have been disclosed by the copies delivered to Acquiror.

(iii) Each Real Property Lease is in full force and effect. None of the Business Entities have given or received any notice of default, termination, cancellation or nonrenewal with respect to any Real Property Lease, in each case that remains pending or uncured as of the date hereof. All of the material covenants to be performed under any Real Property Lease by Inpixon, the Company or any of the Company Subsidiaries and to the knowledge of the Company, by any party other than Inpixon, the Company or any of the Company Subsidiaries, has been performed in all material respects. None of the Business Entities, nor, to the knowledge of the Company, any other party thereto is in material breach of or material default under any Real Property Lease. No event has occurred which would reasonably be expected to result in a material breach of or a material default under any Real Property Lease by Inpixon, the Company or any of the Company Subsidiaries or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both).

(iv) Inpixon, the Company and the Company Subsidiaries', as applicable, possession and quiet enjoyment of the Leased Real Property under such Real Property Leases has not been materially disturbed and, to the knowledge of the Company, there are no material disputes with respect to such Real Property Leases.

(v) None of the Business Entities have received written notice of any current condemnation proceeding or proposed similar Action or agreement for taking in lieu of condemnation with respect to any portion of the Leased Real Property

(vi) Each Leased Real Property is in all material respects in good operating condition and repair (ordinary wear and tear expected) and is suitable for its present use in all material respects.

(c) Except as set forth on Section 4.21(c) of the Company Disclosure Letter, there are no written or oral subleases, sub-subleases, licenses, sub-licenses, concessions, occupancy agreements or other Contracts to which any Person other than Inpixon, the Company or any of the Company Subsidiaries has the right of use or occupancy of any Leased Real Property

Section 4.22. Intellectual Property.

(a) Section 4.22(a) of the Company Disclosure Letter lists each item of Company IP that is registered or applied-for with a Governmental Authority, whether applied for or registered in the United States or internationally ("Company Registered IP"). Except as disclosed on Section 4.22(a) of the Company Disclosure Letter, one of the Business Entities is the sole and exclusive owner of all Company IP (including each of the items of Company Registered IP), and all such Company IP is subsisting and, (excluding any pending applications included in the Company Registered IP) to the knowledge of the Company, is valid and enforceable. Following the Distribution, the Company or one of the Company Subsidiaries will own, free and clear of all Liens (other than Permitted Liens), all Company IP and will have a valid right to use all other material Intellectual Property used or held for use in the operation of the Enterprise Apps Business.

(b) To the knowledge of the Company, the operation of the Enterprise Apps Business has not, in the past six (6) years, infringed, misappropriated or otherwise violated and is not infringing, misappropriating or otherwise violating any Intellectual Property of any third Person. There is no, and in the past three (3) years there has been no, Action pending or, to the knowledge of the Company, threatened in writing (including any offer, demand or request to license any Intellectual Property from any Person), (i) alleging that the operation of the Enterprise Apps Business infringes, misappropriates or otherwise violates any Intellectual Property of any third Person or (ii) in which the validity, enforceability or registrability of any Company IP has been or is being challenged.

(c) To the knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Company IP. In the past three (3) years, no Action, written notice, charge, complaint, claim or other written assertion has been brought or made against any third Person claiming infringement, misappropriation or other violation of any Company IP.

(d) Other than (i) Intellectual Property licensed from another Person under the Contracts set forth or described on Section 4.13(a)(x) of the Company Disclosure Letter, (ii) Intellectual Property licensed on a non-exclusive basis in the ordinary course of business and merely incidental to the transactions contemplated in the applicable Contract, (iii) commercially available off-the-shelf software that is not used in the Company Products and involves aggregate payments less than $100,000 in any calendar year or (iv) Open Source Software (collectively, the "Third Party Intellectual Property") the Business Entities do not use or exploit, in any material respect, any Intellectual Property of any other Person in connection with the Enterprise Apps Business.

(e) The Business Entities take commercially reasonable measures to maintain and protect the secrecy, security, integrity, confidentiality and value of material trade secrets (including source code relating to Company Products), Intellectual Property, and Company Systems owned or purported to be owned by them or provided to them by a third Person. The Business Entities have entered into valid and enforceable written agreements with each Person who has or has had access to material trade secrets or material confidential information of the Business Entities containing appropriate confidentiality and non-use obligations of such Person. To the knowledge of the Company, there has not been any unauthorized disclosure of or unauthorized access to any material trade secrets owned (or purported to be owned) by the Business Entities to or by any

Person in a manner that has resulted or may result in the misappropriation of, or loss of trade secret or other rights in and to such information. Except as set forth on Section 4.22(e) of the Company Disclosure Letter, each current or former employee of, and each current or former contractor or consultant to, one of the Business Entities, in each case, who has been engaged in the development of any material Company IP (including any rights in or to the Company Products) has entered into an agreement with the applicable Business Entity by which such employee, contractor or consultant presently assigns to such Business Entity such employee's, contractor's or consultant's rights in such Intellectual Property.

(f) Except as set forth on Section 4.22(f) of the Company Disclosure Letter, no government funding, nor any facilities of a university, college, other educational institution or research center, was used in the development of the Company IP.

(g) With respect to the Company Systems, to the knowledge of the Company, no such Company Systems contain any undisclosed or hidden device or feature designed to disrupt, disable, or otherwise impair the functioning of such Company Systems or any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other malicious code or routines that permit unauthorized access or the unauthorized disablement or erasure of software or information or data stored or processed on such Company Systems. The Company Systems under the Business Entities' control and, to the knowledge of the Company, all other Company Systems, are maintained, and following the Distribution, will be maintained, in accordance with customary industry standards and practices for entities operating businesses similar to the businesses of the Business Entities and constitute all the information and technology systems infrastructure reasonably necessary to carry on the businesses of the Business Entities as conducted in the past twelve (12) months.

(h) The Business Entities' use of Open Source Software used in or by their products or services is and has been in material compliance with all Open Source Licenses applicable thereto. None of the Business Entities has used any Open Source Software in a manner that requires any of its or their proprietary software (or portions thereof) be subject to Open Source Obligations. No source code for any software owned by the Business Entities has been disclosed, licensed, released, distributed, escrowed or made available to or for any Person (other than disclosures to employees or contractors of the Business Entities on a need-to-know basis and subject to appropriate and customary confidentiality and non-use agreements), the Business Entities have no duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available the source code for any software used or held for us in the Enterprise Apps Business to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of the Business Entities, and no Person has been granted any rights thereto.

Section 4.23. Privacy and Cybersecurity.

(a) The Business Entities have and will have, as of the Closing, established policies, programs and procedures with respect to the collection, retention, use, processing, modification, storage, protection, import, export, disclosure and transfer of Personal Information, including privacy policies, consistent with applicable Laws relating to privacy, data protection, data security or the collection, storage, handling, disclosure, transfer, use or processing of Personal Information ("Privacy Laws"), and for the past three (3) years have maintained and enforced such policies, programs and procedures. Except as would not be expected to be material to the business of the Business Entities, taken as a whole, the Business Entities are in compliance with, and for the past three (3) years has been in compliance with, (i) all Privacy Laws and (ii) the Business Entities' privacy policies and contractual commitments relating to privacy, data protection, data security or the collection, storage, handling, disclosure, transfer, use or processing of Personal Information or the Company Systems (collectively, "Privacy Obligations"). There are no Actions by any Person (including any Governmental Authority) pending to which one of the Business Entities is a named party or, to the knowledge of the Company, threatened against one of the Business Entities alleging a violation or breach of any Privacy Laws or Privacy Obligations.

(b) The Company Systems (i) are sufficient for the immediate needs of the Business Entities, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner and (ii) are in sufficiently good working condition to effectively perform all information technology operations and include a sufficient number of license seats for all software as necessary for the operation of the Enterprise Apps Business. To the knowledge of the Company, in the past three (3) years, (A) there have been no material unauthorized intrusions or access or breaches of the security of the Company Systems controlled by the Business Entities or, to the knowledge of the Company, all other Company Systems, and (B) there have been no failures, breakdowns, continued substandard performance, or disruptions in any Company Systems that adversely affected the Business Entities' businesses or operations in any material respect. The Business Entities take, and following the Distribution will take, commercially reasonable measures designed to protect confidential, sensitive or personally identifiable information (including Personal Information) in its possession or control against unauthorized access, use, modification, disclosure or other misuse, including through commercially reasonable administrative, technical and physical safeguards. The Business Entities have not (A) to the knowledge of the Company, experienced any incident in which such information was stolen or improperly accessed, including in connection with a breach of security or (B) received any written notice or complaint from any Person (including any Governmental Authority), nor has any such notice or complaint been threatened in writing against the Business Entities with respect to any breach of the security of Personal Information. The Business Entities have evaluated, and following the Distribution will evaluate their disaster recovery and backup needs and have implemented plans and systems that reasonably address their assessment of risk.

Section 4.24. Environmental Matters.

(a) Each of the Business Entities are and, except for matters which have been fully resolved, are in material compliance with all applicable Environmental Laws.

(b) To the knowledge of the Company, there has been no material release of any Hazardous Materials by any of the Business Entities (i) at, in, on or under any Leased Real Property or in connection with any of the Business Entities' operation of the Leased Real Property or (ii) at, in, on or under any formerly owned or Leased Real Property during the time that the Company owned or leased such property or at any other location where Hazardous Materials generated by any of the Business Entities have been transported to, sent, placed or disposed of, in each case, that has resulted in any of the Business Entities incurring liability under applicable Environmental Laws

(c) None of the Business Entities are subject to any current Governmental Order relating to any material non-compliance with Environmental Laws by any of the Business Entities or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials.

(d) No material Legal Proceeding is pending or, to the knowledge of the Company, threatened in writing with respect to any of the Business Entities' compliance with or liability under Environmental Laws, and there are no facts or circumstances which could reasonably be expected to form the basis of such a Legal Proceeding.

(e) The Company has made available to Acquiror all material environmental reports, assessments, audits and inspections and any material communications or notices from or to any Governmental Authority concerning any material non-compliance by any of the Business Entities with, or liability of any of the Business Entities under, Environmental Law.

Section 4.25. Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, (a) there has not been any Company Material Adverse Effect and (b) none of Inpixon or any of its Affiliates (including the Company and the Company Subsidiaries) have transferred internally

or otherwise altered the duties or responsibilities of any employee of Inpixon or its Affiliates (including the Company and the Company Subsidiaries) in a manner that would affect whether such employee is or is not classified as a Business Employee.

Section 4.26. Anti-Corruption Compliance.

(a) For the past five (5) years, neither the Business Entities, nor, to the knowledge of the Company, any director, officer, employee or agent, while acting on behalf of the Business Entities, has offered or given anything of value to: (i) any official or employee of a Governmental Authority, any political party or official thereof, or any candidate for political office or (ii) any other Person, in any such case while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official or employee of a Governmental Authority or candidate for political office, in each case in violation of the Anti-Bribery Laws.

(b) Each of Inpixon, the Company and the Company Subsidiaries, has instituted and maintains, or following the Distribution, will have instituted and maintained, policies and procedures reasonably designed to ensure compliance in all material respects with the Anti-Bribery Laws.

(c) To the knowledge of the Company, as of the date hereof, there are no current or pending internal investigations, third-party investigations (including by any Governmental Authority), or internal or external audits that address any material allegations or information concerning possible material violations of the Anti-Bribery Laws related to Inpixon, the Company or any of the Company Subsidiaries.

Section 4.27. Sanctions and International Trade Compliance.

(a) Each of the Business Entities (i) are, and have been for the past five (5) years, in compliance in all material respects with all Anti-Money Laundering Laws, International Trade Laws and Sanctions Laws, and (ii) have obtained all required licenses, consents, notices, waivers, approvals, orders, registrations, declarations, or other authorizations from, and have made requisite material filings with, any applicable Governmental Authority for the import, export, re-export, deemed export, deemed re-export, or transfer of its products and technologies as required under the Anti-Money Laundering Laws, International Trade Laws and Sanctions Laws (the "Export Approvals"). There are no pending or, to the knowledge of the Company, threatened, claims, complaints, charges, investigations, voluntary disclosures or Legal Proceedings against any of the Business Entities related to any Anti-Money Laundering Laws, International Trade Laws or Sanctions Laws or any Export Approvals.

(b) None of the Business Entities, nor any of their respective directors or officers, or to the knowledge of the Company, employees or any of the Business Entities' respective agents, representatives or other Persons acting on behalf of any of the Business Entities, (i) is, or has during the past five (5) years, been a Sanctioned Person or (ii) has transacted business directly or knowingly indirectly with any Sanctioned Person or in any Sanctioned Country in violation of Sanctions Laws.

Section 4.28. Information Supplied. None of the information supplied or to be supplied by Inpixon, the Company or any of the Company Subsidiaries specifically in writing for inclusion in the Acquiror Registration Statement will, at the date on which the Acquiror Proxy Statement/Acquiror Registration Statement is first mailed to the Acquiror Stockholders or at the time of the Acquiror Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.29. Customers/Vendors.

(a) Section 4.29(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the top twenty (20) customers of the Enterprise Apps Business (based on revenue during the trailing twelve months for the period ending December 31, 2021) (the "Top Customers").

(b) Except as set forth on Section 4.29(b) of the Company Disclosure Letter, none of the Top Customers has, as of the date of this Agreement, informed in writing any of Inpixon, the Company or any of the Company Subsidiaries that it will, or, to the knowledge of the Company, has threatened to, terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Business Entities (other than due to the expiration of an existing contractual arrangement), and to the knowledge of the Company, none of the Top Customers is, as of the date of this Agreement, otherwise involved in or has threatened in writing a material dispute against any of the Business Entities or their respective businesses.

(c) Section 4.29(c) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the top fifteen (15) vendors of the Enterprise Apps Business (based on aggregate payments made during the trailing twelve months for the period ending December 31, 2021) (the "Top Vendors").

(d) Except as set forth on Section 4.29(d) of the Company Disclosure Letter, none of the Top Customers or Top Vendors has, as of the date of this Agreement, informed in writing any of the Business Entities that it will, or, to the knowledge of the Company, has threatened to, terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Business Entities (other than due to the expiration of an existing contractual arrangement), and to the knowledge of the Company, none of the Top Customers or Top Vendors is, as of the date of this Agreement, otherwise involved in or has threatened in writing a material dispute against the Business Entities or their respective businesses.

Section 4.30. Sufficiency of Assets. Except as would not be expected to be material to the Company and the Company Subsidiaries, taken as a whole, the assets, rights, properties and interests owned, leased, or licensed by the Company and the Company Subsidiaries following the Distribution and as of the Closing, together with the assets, rights, properties and interests to be provided pursuant to the Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby or any other transitionary arrangements between Inpixon, Acquiror or any of their respective Affiliates, in the aggregate, include all of the assets, rights, properties and interests used in and necessary to conduct the Enterprise Apps Business in substantially the same manner as conducted as of the Closing.

Section 4.31. No Additional Representation or Warranties. Except as provided in this Article IV, none of Inpixon, the Company, any of their respective Affiliates, or any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to Acquiror or Merger Sub or their Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to Acquiror or Merger Sub or their Affiliates. Without limiting the foregoing, Acquiror and Merger Sub acknowledge that Acquiror and its advisors, have made their own investigation of the Business Entities and, except as provided in this Article IV, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Business Entities or any of their respective Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of the Business Entities and their respective Subsidiaries as conducted after the Closing, as contained in any materials provided by the Business Entities or any of their Affiliates or any of their respective directors, officers, employees, stockholders, partners, members or representatives or otherwise.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in (i) in the case of Acquiror, any Acquiror SEC Filings filed or submitted on or prior to the date hereof (excluding (a) any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature and (b) any exhibits or other documents appended thereto) (it being acknowledged that nothing disclosed in such Acquiror SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 5.8, Section 5.12 and Section 5.15), or (ii) in the case of Acquiror and Merger Sub, in the disclosure letter delivered by Acquiror and Merger Sub to the Company (the "Acquiror Disclosure Letter") on the date of this Agreement (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article V), Acquiror and Merger Sub represent and warrant to the Company as follows:

Section 5.1. Company Organization. Each of Acquiror and Merger Sub has been duly incorporated, organized or formed and is validly existing as a corporation or exempted company in good standing (or equivalent status, to the extent that such concept exists) under the Laws of its jurisdiction of incorporation, organization or formation, and has the requisite company power and authority to own, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The copies of the Governing Documents of Acquiror and the Governing Documents of Merger Sub, in each case, as amended to the date of this Agreement, previously delivered by Acquiror to the Company, are true, correct and complete. Merger Sub has no assets or operations other than those required to effect the transactions contemplated hereby. All of the equity interests of Merger Sub are held directly by Acquiror. Each of Acquiror and Merger Sub is duly licensed or qualified and in good standing as a foreign corporation or company in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to be, individually or in the aggregate, material to Acquiror.

Section 5.2. Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate power and authority to (a) execute and deliver this Agreement and the other documents to which they are a party contemplated hereby, and (b) consummate the transactions contemplated hereby and thereby and perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and the other documents to which Acquiror or Merger Sub is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been (i) duly and validly authorized and approved by each of the Boards of Directors of Acquiror and Merger Sub and Merger Sub (ii) determined by each of the Boards of Directors of Acquiror and Merger Sub as advisable to Acquiror and the Acquiror Stockholders and the sole stockholder of Merger Sub, as applicable recommended for approval by the Acquiror Stockholders and the sole stockholder of Merger Sub, as applicable, and (iii) duly and validly authorized and approved by Acquiror as the sole stockholder of Merger. No other corporate proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Agreement and the other documents to which Acquiror and Merger Sub contemplated hereby (other than the Acquiror Stockholder Approval). This Agreement has been, and on or prior to the Closing, the other documents to which Acquiror and Merger Sub are party contemplated hereby will be, duly and validly executed and delivered by each of Acquiror and Merger Sub, and this Agreement constitutes, and at or prior to the Closing, the other documents contemplated hereby will constitute, a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) Assuming that a quorum (as determined pursuant to Acquiror's Governing Documents) is present:

(i) the affirmative vote of a majority of the votes cast by holders of outstanding shares of Acquiror Class A Common Stock and Acquiror Class B Common Stock present in person or represented by proxy at the Acquiror Stockholders' Meeting and entitled to vote thereon, voting together as a single class, shall be required to approve the (i) BCA Proposal, (ii) Nasdaq Proposal and (iii) Acquiror Incentive Plan Proposal;

(ii) the affirmative vote of (A) holders of a majority of the outstanding shares of Acquiror Class A Common Stock and Acquiror Class B Common Stock, voting together as a single class, and (B) holders of a majority of the outstanding shares of Acquiror Class B Common Stock, voting separately as a single class, shall be required to approve the Amendment Proposal; and

(iii) plurality vote of the votes cast by holders of outstanding shares of Acquiror Class B Common Stock present in person or represented by proxy at the Acquiror Stockholders' Meeting and entitled to vote thereon, shall be required to approve the Director Proposal.

(c) The foregoing votes are the only votes of any of Acquiror's share capital necessary in connection with entry into this Agreement by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby, including the Closing.

(d) At a meeting duly called and held, the Board of Directors of Acquiror has unanimously approved the transactions contemplated by this Agreement as a Business Combination.

Section 5.3. No Conflict. Subject to the Acquiror Stockholder Approval, the execution and delivery of this Agreement by Acquiror and Merger Sub and the other documents to which Acquiror or Merger Sub are party contemplated hereby by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of or default under the Governing Documents of Acquiror or Merger Sub, (b) violate or conflict with any provision of, or result in the breach of, or default under, any applicable Law or Governmental Order applicable to Acquiror or Merger Sub, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract to which Acquiror or Merger Sub is a party or by which Acquiror or Merger Sub may be bound, or terminate or result in the termination of any such Contract or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of Acquiror or Merger Sub, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement or (ii) be material to Acquiror.

Section 5.4. Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened Legal Proceedings against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There are no investigations or other inquiries pending or, to the knowledge of Acquiror, threatened by any Governmental Authority, against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There is no outstanding Governmental Order imposed upon Acquiror or Merger Sub, nor are any assets of Acquiror's or Merger Sub's respective businesses bound or subject to any Governmental Order the violation of which would, individually or in the aggregate, reasonably be expected to be material to Acquiror. As of the date hereof, each of Acquiror and Merger Sub is in compliance with all applicable Laws in all material respects. Since inception, Acquiror and Merger Sub have not received any written notice of or been charged with the violation of any Laws, except where such violation has not been, individually or in the aggregate, material to Acquiror.

Section 5.5. SEC Filings. Acquiror has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since July 20, 2020, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing through the date hereof, the "Acquiror SEC Filings"). Each of the Acquiror SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder applicable to the Acquiror SEC Filings. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the Acquiror SEC Filings did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Acquiror SEC Filings. To the knowledge of Acquiror, none of the Acquiror SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 5.6. Internal Controls; Listing; Financial Statements

(a) Except as not required in reliance on exemptions from various reporting requirements by virtue of Acquiror's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (" JOBS Act"), Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror, including its consolidated Subsidiaries, if any, is made known to Acquiror's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act. Since July 20, 2020, Acquiror has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror Financial Statements for external purposes in accordance with GAAP.

(b) Each director and executive officer of Acquiror has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations promulgated thereunder. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(c) Since July 20, 2020, Acquiror has complied in all material respects with the applicable listing and corporate governance rules and regulations of The Nasdaq Stock Market LLC ("Nasdaq"). The Acquiror Class A Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on Nasdaq. There is no Legal Proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Common Stock or prohibit or terminate the listing of Acquiror Class A Common Stock on Nasdaq.

(d) The Acquiror SEC Filings contain true and complete copies of the unaudited balance sheet as of June 30, 2022, and statement of operations, cash flow and stockholders' equity of Acquiror for the period from July 20, 2020 (inception) through June 30, 2022, together with the auditor's reports thereon (the "Acquiror Financial Statements"). Except as disclosed in the Acquiror SEC Filings, the Acquiror Financial Statements (i) fairly present in all material respects the financial position of Acquiror, as at the respective dates thereof, and the results of operations and consolidated cash flows for the respective periods then ended, (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof. The books and records of Acquiror have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements.

(e) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(f) Neither Acquiror (including any employee thereof) nor Acquiror's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Acquiror or (iii) any claim or allegation regarding any of the foregoing.

Section 5.7. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority or other Person is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except as otherwise disclosed on Section 5.7 of the Acquiror Disclosure Letter.

Section 5.8. Trust Account. As of the date of this Agreement, Acquiror has at least $5,000,001 in the Trust Account (including, if applicable, any other fees being held in the Trust Account), such monies invested in United States government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of December 14, 2020, between Acquiror and Continental Stock Transfer & Trust Company, as trustee (the "Trustee") (the "Trust Agreement"). There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the Acquiror SEC Filings to be inaccurate or that would entitle any Person (other than stockholders of Acquiror holding shares of Acquiror Common Stock sold in Acquiror's initial public offering who shall have properly elected to redeem their shares of Acquiror Common Stock pursuant to Acquiror's Governing Documents and the underwriters of Acquiror's initial public offering with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and payments with respect to all Acquiror Share Redemptions. The Trust Agreement has not been amended or modified and is a valid and binding obligation of Acquiror and is in full force and effect and is enforceable in accordance with its terms. There are no claims or proceedings pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has performed all material obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to Acquiror's Governing Documents shall terminate, and as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to Acquiror's Governing Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. To Acquiror's knowledge, as of the date hereof, following the Effective Time, no Acquiror Stockholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Stockholder is exercising an Acquiror Share Redemption. As of the date hereof, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its obligations hereunder, neither Acquiror nor Merger Sub have any reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror and Merger Sub on the Closing Date.

Section 5.9. Investment Company Act; JOBS Act. Acquiror is not an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company," in each case within the meaning of the Investment Company Act. Acquiror constitutes an "emerging growth company" within the meaning of the JOBS Act.

Section 5.10. Absence of Changes. Since July 20, 2020 to the date of this Agreement, (a) there has not been any event or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement and (b) except as set forth in Section 5.10 of the Acquiror Disclosure Letter, Acquiror and Merger Sub have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 5.11. No Undisclosed Liabilities. Except for any fees and expenses payable by Acquiror or Merger Sub as a result of or in connection with the consummation of the transactions contemplated hereby, as of the date of this Agreement, there is no liability, debt or obligation of or claim or judgment against Acquiror or Merger Sub (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due), except for liabilities and obligations (i) reflected or reserved for on the financial statements or disclosed in the notes thereto included in Acquiror SEC Filings, (ii) that have arisen since the date of the most recent balance sheet included in the Acquiror SEC Filings in the ordinary course of business of Acquiror and Merger Sub, or (iii) which would not be, or would not reasonably be expected to be, material to Acquiror.

Section 5.12. Capitalization of Acquiror.

(a) As of the date of this Agreement, the authorized capital stock of Acquiror consists of (i) 100,000,000 shares of Acquiror Class A Common Stock, 938,090 of which are issued and outstanding as of the date of this Agreement, (ii) 20,000,000 shares of Acquiror Class B Common Stock, of which 6,900,000 shares are issued and outstanding as of the date of this Agreement, and (iii) 2,000,000 shares of preferred stock, par value $0.0001 each, of which no shares are issued and outstanding as of the date of this Agreement ((i), (ii) and (iii) collectively, the "Acquiror Securities"). The foregoing represents all of the issued and outstanding Acquiror Securities as of the date of this Agreement. All issued and outstanding Acquiror Securities (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents, and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound.

(b) Subject to the terms of conditions of the Warrant Agreement, the Acquiror Warrants will be exercisable after giving effect to the Merger for one share of Acquiror Class A Common Stock at an exercise price of eleven Dollars fifty cents ($11.50) per share. As of the date of this Agreement, 13,800,000 Acquiror Public Warrants and 10,280,000 Acquiror Private Placement Warrants are issued and outstanding. The Acquiror Warrants are not exercisable until the later of (x) 12 months from the closing of Acquiror's initial public offering and (y) thirty (30) days after the Closing. All outstanding Acquiror Warrants (i) have been duly authorized and validly issued and constitute valid and binding obligations of Acquiror, enforceable against Acquiror in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound. Except for the Subscription Agreements, Acquiror's Governing Documents and this Agreement, there are no outstanding Contracts of Acquiror to repurchase, redeem or otherwise acquire any Acquiror Securities.

(c) Except as set forth in this Section 5.12 or as contemplated by this Agreement or the other documents contemplated hereby, Acquiror has not granted any outstanding options, stock appreciation rights, warrants, rights or other securities convertible into or exchangeable or exercisable for Acquiror Securities, or any other commitments or agreements providing for the issuance of additional shares, the sale of treasury shares, for the repurchase or redemption of any Acquiror Securities or the value of which is determined by reference to the Acquiror Securities, and there are no Contracts of any kind which may obligate Acquiror to issue, purchase, redeem or otherwise acquire any of its Acquiror Securities.

(d) The Aggregate Merger Consideration and the Acquiror Common Stock, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable state and federal securities Laws and not subject to, and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, Acquiror's Governing Documents, or any Contract to which Acquiror is a party or otherwise bound.

(e) Acquiror has no Subsidiaries apart from Merger Sub, and does not own, directly or indirectly, any equity interests or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. Acquiror is not party to any Contract that obligates Acquiror to invest money in, loan money to or make any capital contribution to any other Person.

Section 5.13. Brokers' Fees. Except fees described on Section 5.13 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by Acquiror or any of its Affiliates.

Section 5.14. Indebtedness. Neither Acquiror nor Merger Sub have any Indebtedness other than Working Capital Loans.

Section 5.15. Taxes.

(a) All material Tax Returns required to be filed by or with respect to Acquiror or Merger Sub have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all material Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) There are no Liens for any material Taxes (other than Permitted Liens) upon the property or assets of Acquiror or Merger Sub.

(c) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against Acquiror or Merger Sub that remains unresolved or unpaid except for claims, assessments, deficiencies or proposed adjustments being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(d) There are no material Tax audits or other examinations by a Governmental Authority of Acquiror or Merger Sub presently in progress, nor has Acquiror or Merger Sub been notified in writing by a Governmental Authority of (nor to the knowledge of Acquiror has there been) any request or threat for such an audit or other examination, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of Acquiror or Merger Sub.

(e) Neither Acquiror nor Merger Sub has participated in a "listed transaction" within the meaning of Treasury Regulation 1.6011-4(b)(2).

Section 5.16. Business Activities.

(a) Since formation, neither Acquiror nor Merger Sub have conducted any business activities other than activities related to Acquiror's initial public offering or directed toward the accomplishment of a Business Combination. Except as set forth in Acquiror's Governing Documents or as otherwise contemplated by this Agreement or the Ancillary Agreements and the transactions contemplated hereby and thereby, there is no agreement, commitment, or Governmental Order binding upon Acquiror or Merger Sub or to which Acquiror or Merger Sub is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or Merger Sub or any acquisition of property by Acquiror or Merger Sub or the conduct of business by Acquiror or Merger Sub as currently conducted or as contemplated to be conducted as of the Closing, other than such effects, individually or in the aggregate, which have not been and would not reasonably be expected to be material to Acquiror or Merger Sub.

(b) Except for Merger Sub and the transactions contemplated by this Agreement and the Ancillary Agreements, Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, Acquiror has no material interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination. Except for the transactions contemplated by this Agreement and the Ancillary Agreements, Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity.

(c) Merger Sub was formed solely for the purpose of effecting the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby and has no, and at all times prior to the Effective Time, except as expressly contemplated by this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(d) As of the date hereof and except for this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby (including with respect to expenses and fees incurred in connection therewith), neither Acquiror nor Merger Sub are party to any Contract with any other Person that would require payments by Acquiror or any of the Company Subsidiaries after the date hereof in excess of $300,000 in the aggregate with respect to any individual Contract, other than Working Capital Loans.

Section 5.17. Nasdaq Stock Market Quotation. As of the date hereof, the Acquiror Class A Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on Nasdaq under the symbol "KINZ". As of the date hereof, the Acquiror Public Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "KINZW". Acquiror is in compliance with Nasdaq listing rules and there is no Action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Common Stock or Acquiror Warrants or terminate the listing of Acquiror Class A Common Stock or Acquiror Warrants on Nasdaq. None of Acquiror, Merger Sub or their respective Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Common Stock or Acquiror Warrants under the Exchange Act except as contemplated by this Agreement.

Section 5.18. Acquiror SEC Documents. On the effective date of the Acquiror Registration Statement, the Acquiror Registration Statement, and when first filed in accordance with Rule 424(b) of the Securities Act and/or filed pursuant to Section 14A of the Exchange Act, the Acquiror Proxy Statement and the Acquiror Proxy Statement/Prospectus (or any amendment or supplement thereto), shall comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the effective date of the Acquiror Registration Statement, the Acquiror Registration Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading. On the date of any filing pursuant to Rule 424(b) of the Securities Act and/or Section 14A of the Exchange Act, the date the Acquiror Proxy Statement/Prospectus or the Acquiror Proxy Statement, as applicable, is first mailed to the Acquiror Stockholders and at the time of the Acquiror Stockholders' Meeting, the Acquiror Proxy Statement/Prospectus or the Acquiror Proxy Statement, as applicable (together with any amendments or supplements thereto), will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Acquiror Registration Statement, Acquiror Proxy Statement or the Acquiror Proxy Statement/Prospectus in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Acquiror Registration Statement, Acquiror Proxy Statement or the Acquiror Proxy Statement/Prospectus.

Section 5.19. No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, each of Acquiror and Merger Sub, and any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives, acknowledge and agree that Acquiror has made its own investigation of the Company and that neither the Company nor any of its Affiliates, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or the Company Subsidiaries. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties and business of the Company and the Company Subsidiaries are furnished "as is,",` "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article IV, with all faults and without any other representation or warranty of any nature whatsoever.

Section 5.20. No Additional Representation or Warranties. Except as provided in this Article V, neither Acquiror nor Merger Sub nor any of their respective Affiliates, nor any of their respective directors, managers, officers, employees, stockholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Company or its Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to the Company or its Affiliates. Without limiting the foregoing, the Company acknowledges that the Company and its advisors, have made their own investigation of Acquiror, Merger Sub and their respective Subsidiaries and, except as provided in this Article V, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Acquiror, Merger Sub or any of their respective Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of Acquiror, Merger Sub and their respective Subsidiaries as conducted after the Closing, as contained in any materials provided by Acquiror, Merger Sub or any of their Affiliates or any of their respective directors, officers, employees, stockholders, partners, members or representatives or otherwise.

ARTICLE VI

COVENANTS OF THE COMPANY

Section 6.1. Conduct of Business. From the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article X (the "Interim Period"), Inpixon and the Company shall, and shall cause the Company Subsidiaries to, except as otherwise explicitly contemplated by this Agreement or the Ancillary Agreements or required by Law or as consented to by Acquiror in writing, use reasonable best efforts to (x) operate the Enterprise Apps Business in the ordinary course consistent with past practice and (y) preserve intact the Company and the Company Subsidiaries' present business organization, retain the Company and the Company Subsidiaries' current officers, and preserve the Business Entities' relationships with its key suppliers and customers (if applicable). Without limiting the generality of the foregoing, except as set forth on Section 6.1 of the Company Disclosure Letter or as consented to by Acquiror in writing Inpixon and the Company shall not, and Inpixon and the Company shall cause the Company Subsidiaries not to, except as otherwise contemplated by this Agreement or the Ancillary Agreements or required by Law:

(a) change or amend the Governing Documents of the Company or any of the Company Subsidiaries or form or cause to be formed any new Company Subsidiary;

(b) make or declare any dividend or distribution to the stockholders of the Company or make any other distributions in respect of any of the Company Common Stock or equity interests of the Company or any of the Company Subsidiaries;

(c) split, combine, reclassify, recapitalize or otherwise amend any terms of any shares or series of the Company's or any of the Company Subsidiaries' capital stock or equity interests, except for any such transaction by a wholly-owned Company Subsidiary that remains a wholly-owned Company Subsidiary after consummation of such transaction;

(d) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, membership interests or other equity interests of the Company or the Company Subsidiaries, except for (i) the acquisition by the Company or any of the Company Subsidiaries of any shares of capital stock, membership interests or other equity interests of the Company or the Company Subsidiaries in connection with the forfeiture or cancellation of such interests, including, for the avoidance of doubt, redemptions of equity securities from former employees upon the terms set forth in the underlying agreements governing such equity securities, and (ii) transactions between the Company any wholly-owned Company Subsidiary or between wholly-owned Company Subsidiaries;

(e) enter into, modify in any material respect or terminate any Contract of a type required to be listed on Section 4.13(a) of the Company Disclosure Letter, or any Real Property Lease or (ii) waive, release or assign any rights under any Contract of a type required to be listed on Section 4.13(a) of the Company Disclosure Letter, or any Real Property Lease;

(f) sell, assign, transfer, convey, lease or otherwise dispose of any material portion of tangible assets or properties of the Business Entities, except for (i) dispositions of obsolete or worthless equipment, (ii) transactions among the Company and its wholly-owned Subsidiaries or among its wholly-owned Subsidiaries and (iii) transactions in the ordinary course of business consistent with past practice;

(g) acquire any ownership interest in any real property to be owned or held by the Company or any Company Subsidiary;

(h) except as otherwise required by Law, existing Benefit Plans in effect as of the date hereof or the Contracts listed on Section 4.13(a) of the Company Disclosure Letter, (i) grant or adopt or enter into any arrangement for any severance, retention, change in control or termination or similar pay, (ii) make any change in the key management structure of the Company or any of the Company Subsidiaries, including the hiring or termination of any employees (including any individual who would be a Business Employee) in the ordinary course of business consistent with past practice with an annual base salary of $100,000 or more, other than terminations for cause or due to death or disability, (iii) transfer (including through internal job postings or in response to a request to transfer by an employee) the employment of, reassign or reallocate the duties or responsibilities of any Business Employee such that the individual would not be a Business Employee at Closing, (iv) transfer the engagement of an individual independent contractor of Inpixon or any of its Affiliates into or out of the Enterprise Apps Business, (v) terminate, adopt, enter into or amend any Benefit Plan or any compensation or benefit plan, program, agreement or arrangement that would be a Benefit Plan if in effect as of the date hereof, (vi) increase the compensation, or benefits of any employee, officer, director or other individual service provider, including any Business Employee, (vii) establish any trust or take any other action to secure the payment of any compensation payable by the Company or any of the Company Subsidiaries (viii) take any action to amend or waive any performance or vesting criteria or to accelerate the time of vesting or payment of any compensation or benefit payable to any Business Employee or (ix) grant any stock options, stock appreciation rights, restricted stock, restricted stock units, other equity or equity-based awards covering or convertible into any shares of other equity interests in the Company or any of the Company Subsidiaries or other equity interests of the Company or any of the Company Subsidiaries, the value of which is determined by reference to shares or other equity interests of the Company or any of the Company Subsidiaries;

(i) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof to be part of the assets of the Business Entities;

(j) (i) issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any Company Subsidiary or otherwise incur or assume any Indebtedness, or (ii) allow the Company or any Company Subsidiary to guarantee any Indebtedness of another Person, the sum of (i) and (ii) not to be in excess of $250,000 in the aggregate, in each case, other than (x) in the ordinary course of business consistent with past practice and (y) as between the Company and the Company Subsidiaries;

(k) (i) make or change any material election in respect of material Taxes, (ii) materially amend any filed material Tax Return, (iii) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (iv) enter into any "closing agreement" as described in Section 7121 of the Code (or any

similar provision of state, local, or foreign Law) with any Governmental Authority in respect of material Taxes executed on or prior to the Closing Date or enter into any Tax sharing or similar agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes), (v) settle any claim or assessment in respect of material Taxes or (vi) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes;

(l) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment;

(m) discharge any secured or unsecured obligation or liability of the Business Entities (whether accrued, absolute, contingent or otherwise) which individually or in the aggregate exceed $750,000, except as such obligations become due;

(n) issue any additional shares of Company Capital Stock or securities exercisable for or convertible into Company Capital Stock;

(o) adopt a plan of, or otherwise enter into or effect a, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or the Company Subsidiaries (other than the Merger);

(p) waive, release, settle, compromise or otherwise resolve any inquiry, investigation, claim, Action, litigation or other Legal Proceedings relating to the Business Entities, except in the ordinary course of business or where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than $500,000 in the aggregate;

(q) assign, transfer, pledge, sell or license to any Person rights to any material Company IP , or dispose of, abandon, permit to lapse or fail to preserve any rights to any material Company IP, except for the expiration of Company Registered IP in accordance with the applicable statutory term or for the grant of non-exclusive licenses in the ordinary course of business, consistent with past practice;

(r) deliver, license or make available to any escrow agent or other Person source code for any software (including Company Products) owned or purported to be owned by the Business Entities;

(s) modify in any material respect any of the privacy policies, or any administrative, technical or physical safeguards related to privacy or cybersecurity, except (A) to remediate any security issue, (B) to enhance data security or integrity, (C) to comply with applicable Law, or (D) as otherwise directed or required by a Governmental Authority;

(t) disclose or agree to disclose to any Person (other than Acquiror or any of its representatives) any trade secret or any other material confidential or proprietary information, know-how or process of the Business Entities other than in the ordinary course of business consistent with past practice and pursuant to reasonable and customary obligations to maintain the confidentiality and restrict the use thereof;

(u) make or commit to make any capital expenditures relating to the Business Entities;

(v) manage the Company's and the Company Subsidiaries' working capital (including paying amounts payable in a timely manner when due and payable) in a manner other than in the ordinary course of business consistent with past practice;

(w) other than as required by applicable Law, modify, enter into or extend any collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization, works council or group of employees of the Business Entities, or recognize or certify any labor union, labor organization, works council or group of employees of the Business Entities as the bargaining representative for Business Employees;

(x) terminate without replacement or fail to use reasonable efforts to maintain any License material to the conduct of the business of the Business Entities, taken as a whole;

(y) waive the restrictive covenant obligations of any current or former officer, director, employee or independent contractor of the Business Entities; (i) limit the right of the Business Entities to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person or (ii) grant any exclusive rights to any Person, in each case, except where such limitation or grant does not, and would not be reasonably likely to, individually or in the aggregate, materially and adversely affect, or materially disrupt, the ordinary course operation of the businesses of the Business Entities, taken as a whole;

(z) terminate without replacement or amend in a manner materially detrimental to the Company and the Company Subsidiaries, taken as a whole, any insurance policy insuring the business of the Company or any of the Company Subsidiaries;

(aa) change, modify, amend or terminate the Separation and Distribution Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Contribution Agreement, or the Transition Services Agreement, including any schedule thereto;

(bb) enter into, change, modify, amend or terminate any Contract relating to the Internal Reorganization or the Conveyancing and Assumption Agreements (each as defined in the Separation and Distribution Agreement); or

(cc) enter into any agreement to do any action prohibited under this Section 6.1.

Section 6.2. Inspection. Subject to confidentiality obligations that may be applicable to information furnished to the Company or any of the Company Subsidiaries by third parties that may be in the Company's or any of the Company Subsidiaries' possession from time to time, and except for any information that is subject to attorney-client privilege (provided that, to the extent possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege or compliance with such confidentiality obligation), and to the extent permitted by applicable Law, (a) the Company shall, and shall cause the Company Subsidiaries to, afford to Acquiror and its accountants, counsel and other representatives reasonable access during the Interim Period (including for the purpose of coordinating transition planning for employees), during normal business hours and with reasonable advance notice, in such manner as to not materially interfere with the ordinary course of business of the Company and the Company Subsidiaries, to all of their respective properties, books, Contracts, commitments, Tax Returns, records and appropriate officers and employees of the Company and the Company Subsidiaries, and shall furnish such representatives with all financial and operating data and other information concerning the affairs of the Company and the Company Subsidiaries as such representatives may reasonably request; provided, that such access shall not include any unreasonably invasive or intrusive investigations or other testing, sampling or analysis of any properties, facilities or equipment of the Company or the Company Subsidiaries without the prior written consent of

the Company, and (b) the Company shall, and shall cause the Company Subsidiaries to, provide to Acquiror and, if applicable, its accountants, counsel or other representatives, (x) such information and such other materials and resources relating to any Legal Proceeding initiated, pending or threatened during the Interim Period, or to the compliance and risk management operations and activities of the Company and the Company Subsidiaries during the Interim Period, in each case, as Acquiror or such representative may reasonably request, (y) prompt written notice of any material status updates in connection with any such Legal Proceedings or otherwise relating to any compliance and risk management matters or decisions of the Company or the Company Subsidiaries, and (z) copies of any communications sent or received by the Company or the Company Subsidiaries in connection with such Legal Proceedings, matters and decisions (and, if any such communications occurred orally, the Company shall, and shall cause the Company Subsidiaries to, memorialize such communications in writing to Acquiror). All information obtained by Acquiror, Merger Sub or their respective representatives pursuant to this Section 6.2 shall be subject to the Confidentiality Agreement.

Section 6.3. Preparation and Delivery of Additional Company Financial Statements.

(a) As soon as reasonably practicable following the date hereof, but in any event no later the day of the filing of the Acquiror Registration Statement, which the parties contemplate to be ten (10) Business Days after the date of this Agreement, the Company shall deliver to Acquiror (i) audited consolidated balance sheets of the Company and the Company Subsidiaries as of December 31, 2021 and December 31, 2020, and the related consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for each of the years then ended (together with the auditor's reports thereon), which comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant (the "PCAOB Financial Statements"); provided, that upon delivery of such PCAOB Financial Statements, such financial statements shall be deemed "Audited Financial Statements" for the purposes of this Agreement and the representation and warranties set forth in Section 4.9 shall be deemed to apply to such Audited Financial Statements with the same force and effect as if made as of the date of this Agreement.

If the Effective Time has not occurred prior to November 14, 2022, the Company shall use its reasonable best efforts to deliver to Acquiror, as soon as reasonably practicable following November 14, 2022, the unaudited combined carve-out balance sheet for the nine-month period ended September 30, 2022, and the related unaudited combined carve-out statements operations, changes and cash flows, in each case, for the nine-month period ended September 30, 2022 (the "Q3 2022 Financial Statements"), which comply with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant; provided that upon delivery of such Q3 2022 Financial Statements, the representations and warranties set forth in Section 4.9 shall be deemed to apply to the Q3 2022 Financial Statements with the same force and effect as if made as of the date of this Agreement.

The Company shall use its reasonable best efforts to deliver to Acquiror, as soon as reasonably practicable following the date hereof, any additional financial or other information reasonably requested by Acquiror to prepare pro forma financial statements required under federal securities Laws to be included in Acquiror's filings with the SEC (including, if applicable, the Acquiror Proxy Statement / Prospectus).

(b) The Company shall use its reasonable best efforts to cause its independent auditors to provide any necessary consents to the inclusion of the financial statements set forth in Section 4.9 and this Section 6.3 in Acquiror's filings with the SEC in accordance with the applicable requirements of federal securities Laws.

Section 6.4. Acquisition Proposals. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, the Company and the Company Subsidiaries shall not, and the Company shall instruct and use its reasonable best efforts to cause its representatives, not to (i) initiate any negotiations with any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company Subsidiaries to any Person relating to, an Acquisition Proposal or afford to any Person access to the business, properties, assets or personnel of the Company or any of the Company Subsidiaries in connection with an Acquisition Proposal, (ii) enter into any acquisition agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (iii) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state, or (iv) otherwise knowingly facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal. For the avoidance of doubt, covenants in this Section 6.4 shall not apply to Inpixon with respect to its operation of any business that is not related to the Enterprise Apps Business.

Section 6.5. Distribution. Inpixon shall, and shall cause each of its Subsidiaries to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with other parties in doing, all things reasonably necessary, proper or advisable to consummate the Distribution and the other transactions contemplated by the Separation and Distribution Agreement, including: (i) the taking of such reasonable acts necessary to cause the conditions precedent set forth in Section 3.3 of the Separation and Distribution Agreement to be satisfied; and (ii) finalizing an employee matters agreement in form and substance reasonably acceptable to the parties hereto ("Employee Matters Agreement") that will provide, among other things (A) for the transfer of each Business Employee to the Company or a Company Subsidiary, (B) for participation of such Business Employees in Benefit Plans maintained or sponsored by the Company, (C) that all liabilities relating to (1) Benefit Plans maintained, sponsored or contributed to by Inpixon or any of its Subsidiaries (other than the Company) and (2) stock options and other equity or equity-related awards of Inpixon shall, in all cases, constitute retained liabilities of Inpixon.

ARTICLE VII

COVENANTS OF ACQUIROR

Section 7.1. Trust Account Proceeds and Related Available Equity.

(a) Upon satisfaction or waiver of the conditions set forth in Article IX and provision of notice thereof to the Trustee (which notice Acquiror shall provide to the Trustee in accordance with the terms of the Trust Agreement), (i) in accordance with and pursuant to the Trust Agreement, at the Closing, Acquiror (a) shall cause any documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered and (b) shall use its reasonable best efforts to cause the Trustee to, and the Trustee shall thereupon be obligated to (1) pay as and when due all amounts payable to Acquiror Stockholders pursuant to the Acquiror Share Redemptions, and (2) pay all remaining amounts then available in the Trust Account to Acquiror for immediate use, subject to this Agreement and the Trust Agreement, and (ii) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 7.2. Nasdaq Listing. From the date hereof through the Effective Time, Acquiror shall ensure Acquiror remains listed as a public company on Nasdaq, and shall prepare and submit to Nasdaq a listing application, if required under Nasdaq listing rules, covering the shares of Acquiror Common Stock issuable in the Merger, and shall use reasonable best efforts to obtain approval for the listing of such shares of Acquiror Common Stock and the Company shall reasonably cooperate with Acquiror with respect to such listing.

Section 7.3. No Solicitation by Acquiror. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, Acquiror shall not, and shall cause its Subsidiaries not to, and Acquiror shall instruct its and their representatives acting on its and their behalf, not to, (i) make any proposal or

offer that constitutes a Business Combination Proposal, (ii) initiate any discussions or negotiations with any Person with respect to a Business Combination Proposal or (iii) enter into any acquisition agreement, business combination, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Business Combination Proposal, in each case, other than to or with the Company and its respective representatives. From and after the date hereof, Acquiror shall, and shall instruct its officers and directors to, and Acquiror shall instruct and cause its representatives acting on its behalf, its Subsidiaries and their respective representatives (acting on their behalf) to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to a Business Combination Proposal (other than the Company and its representatives).

Section 7.4. Acquiror Conduct of Business.

(a) During the Interim Period, Acquiror shall, and shall cause Merger Sub to, except as contemplated by this Agreement (including any Non-Redemption Transaction or Financing Transaction), the Ancillary Agreement or required by Law or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), operate its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, except as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror shall not, and Acquiror shall cause Merger Sub not to, except as otherwise contemplated by this Agreement or the Ancillary Agreements or as required by Law:

(i) seek any approval from the Acquiror Stockholders to change, modify or amend the Trust Agreement or the Governing Documents of Acquiror or Merger Sub, except as contemplated by the Transaction Proposals;

(ii) except as contemplated by the Transaction Proposals, (x) make or declare any dividend or distribution to the stockholders of Acquiror or make any other distributions in respect of any of Acquiror's Capital Stock or Merger Sub Capital Stock, share capital or equity interests, (y) split, combine, reclassify or otherwise amend any terms of any shares or series of Acquiror's Capital Stock or Merger Sub Capital Stock or equity interests, or (z) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, share capital or membership interests, warrants or other equity interests of Acquiror or Merger Sub, other than a redemption of shares of Acquiror Class A Common Stock made as part of the Acquiror Share Redemptions;

(iii) (A) make or change any material election in respect of material Taxes, (B) amend any filed material Tax Return, (C) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (D) enter into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or foreign Law) with any Governmental Authority in respect of material Taxes or enter into any Tax sharing or similar agreement, (E) settle any claim or assessment in respect of material Taxes, or (F) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes;

(iv) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment;

(v) other than as expressly required or contemplated by the Sponsor Support Agreement or in respect of any Working Capital Loans, Non-Redemption Transactions or Financing Transactions, enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Acquiror or Merger Sub (including, for the avoidance of doubt, (x) the Sponsor and (y) any Person in which the Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater);

(vi) incur or assume any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of the Company Subsidiaries or guaranty any debt securities of another Person, other than any indebtedness for borrowed money or guarantee (x) incurred in the ordinary course of business consistent with past practice and in an aggregate amount not to exceed $100,000, (y) incurred between Acquiror and Merger Sub or (z) in respect of any Working Capital Loan in an aggregate not to exceed $2,500,000;

(vii) (A) issue any Acquiror Securities or securities exercisable for or convertible into Acquiror Securities, other than the issuance of the Aggregate Merger Consideration or in connection with a Non-Redemption Transaction or Financing Transaction, (B) grant any options, warrants or other equity-based awards with respect to Acquiror Securities not outstanding on the date hereof, or (C) amend, modify or waive any of the material terms or rights set forth in any Acquiror Warrant or the Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein;

(viii) enter into any agreement to do any action prohibited under this Section 7.4.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries (including Merger Sub) to comply with, and continue performing under, as applicable, Acquiror's Governing Documents, the Trust Agreement and all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

Section 7.5. Post-Closing Directors and Officers of Acquiror. Subject to the terms of the Acquiror's Governing Documents, Acquiror shall take all such actions within its power as may be necessary or appropriate such that immediately following the Effective Time:

(a) the Board of Directors of Acquiror shall consist of five (5) directors, which shall be divided into three (3) separate classes designated as Class I, Class II and Class III;

(b) subject to Section 7.5(a), the composition and initial division into classes of the Board of Directors of Acquiror shall consist of such directors as mutually agreed to in writing by Acquiror and the Company prior to the effectiveness of the Acquiror Registration Statement;

(c) the term of any initial Class I director shall expire in 2023; the term of any initial Class II director shall expire in 2024; and the term of any Class III director shall expire in 2025, or, in each case, upon such director's earlier death, resignation or removal;

(d) the Board of Directors of Acquiror shall have a majority of "independent" directors for the purposes of Nasdaq each of whom shall serve in such capacity in accordance with the terms of the Acquiror's Governing Documents following the Effective Time; and

(e) the initial officers of Acquiror shall be as set forth on Section 2.6 of the Company Disclosure Letter, who shall serve in such capacity in accordance with the terms of Acquiror's Governing Documents following the Effective Time.

Section 7.6. Indemnification and Insurance.

(a) From and after the Effective Time, Acquiror agrees that it shall indemnify and hold harmless each present and former director and officer of (x) Inpixon, the Company and each of the Company Subsidiaries (in each case, solely to the extent acting in their capacity as such and to the extent such activities are related to the business of the Company being acquired under this Agreement) (the "Company Indemnified Parties") and (y) the Acquiror and each of its Subsidiaries (the "Acquiror Indemnified Parties" together with the Company Indemnified Parties, the "D&O Indemnified Parties"), against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Legal Proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and its respective certificate of incorporation, certificate of formation, bylaws, limited liability company agreement or other organizational documents in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, Acquiror shall, and shall cause its Subsidiaries to (i) maintain for a period of not less than six (6) years from the Effective Time provisions in their respective Governing Documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of Acquiror's and its Subsidiaries' former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the Governing Documents of the Company, Acquiror or their respective Subsidiaries, as applicable, in each case, as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Acquiror shall assume, and be liable for, each of the covenants in this Section 7.7.

(b) For a period of six (6) years from the Effective Time, Acquiror shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by Acquiror's, the Company's or their respective Subsidiaries' directors' and officers' liability insurance policies (true, correct and complete copies of which have been heretofore made available to Acquiror or its agents or representatives) on terms no less favorable than the terms of such current insurance coverage, except that in no event shall Acquiror be required to pay an annual premium for such insurance in excess of three hundred percent (300%) of the aggregate annual premium payable by Acquiror or the Company, as applicable, for such insurance policy for the year ended December 31, 2021; provided, however, that (i) Acquiror may purchase "prior acts" coverage in the event the current directors' and officers' liability insurance covering those Persons who are currently covered by the Company's or its respective Subsidiaries' directors' and officers' liability insurance policies were to lapse containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six (6) year period, any insurance required to be maintained under this Section 7.7 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.7 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Acquiror and all successors and assigns of Acquiror. In the event that Acquiror or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Acquiror shall ensure that proper provision shall be made so that the successors and assigns of Acquiror shall succeed to the obligations set forth in this Section 7.7.

(d) On the Closing Date, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and Acquiror with the post-Closing directors and officers of Acquiror, which indemnification agreements shall continue to be effective following the Closing.

Section 7.7. Acquiror Public Filings. From the date hereof through the Effective Time, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 7.8. Stockholder Litigation. In the event that any litigation related to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby is brought, or, to the knowledge of Acquiror, threatened in writing, against Acquiror or the Board of Directors of Acquiror by any of Acquiror's stockholders prior to the Closing, Acquiror shall promptly notify the Company of any such litigation and keep the Company reasonably informed with respect to the status thereof. Acquiror shall provide the Company the opportunity to participate in (subject to a customary joint defense agreement), but not control, the defense of any such litigation, shall give due consideration to the Company's advice with respect to such litigation and shall not settle any such litigation if and to the extent all such settlement payments exceed $500,000 in the aggregate without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE VIII

JOINT COVENANTS

Section 8.1. Governmental Filings.

(a) Each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) exercise its reasonable best efforts to prevent the entry, in any Legal Proceeding brought by an Antitrust Authority or any other Person, of any Governmental Order which would prohibit, make unlawful or delay the consummation of the transactions contemplated hereby.

(b) Acquiror shall cooperate in good faith with Governmental Authorities and undertake promptly any and all action required to complete lawfully the transactions contemplated hereby as soon as practicable (but in any event prior to the Agreement End Date) and any and all action necessary or advisable to avoid, prevent, eliminate or remove the actual or threatened commencement of any proceeding in any forum by or on behalf of any Governmental Authority or the issuance of any Governmental Order that would delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Merger, including, with the Company's prior written consent (which consent shall not be unreasonably withheld, conditioned, delayed or denied), (i) proffering and consenting and/or agreeing to a Governmental Order or other agreement providing for (A) the sale, licensing or other disposition, or the holding separate, of particular assets, categories of assets or lines of business of the Company or Acquiror or (B) the termination, amendment or assignment of existing relationships and contractual rights and obligations of the Company or Acquiror and (ii) promptly effecting the disposition, licensing or holding separate of assets or lines of business or the termination, amendment or assignment of existing relationships and contractual rights, in each case, at such time as may be necessary to permit the lawful consummation of the transactions contemplated hereby on or prior to the Agreement End Date. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, neither the Company nor Acquiror shall be required to undertake any action under this Section 8.1 if such action, individually or in the aggregate, would adversely and materially impact the Company's or Acquiror's expected benefits from the transactions contemplated hereby.

(c) With respect to each of the above filings, and any other requests, inquiries, Actions or other proceedings by or from Governmental Authorities, each of the Company and Acquiror shall (and, to the extent required, shall cause its controlled Affiliates to) (i) diligently and expeditiously defend and use reasonable best efforts to obtain any necessary clearance, approval, consent, or Governmental Authorization under Laws prescribed or enforceable by any Governmental Authority for the transactions contemplated by this Agreement and to resolve any objections as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement; and (ii) cooperate fully with each other in the defense of such matters. To the extent not prohibited by Law, the Company shall promptly furnish to Acquiror, and Acquiror shall promptly furnish to the Company, copies of any notices or written communications received by such party or any of its Affiliates from any third-party or any Governmental Authority with respect to the transactions contemplated hereby, and each party shall permit counsel to the other parties an opportunity to review in advance, and each party shall consider in good faith the views of such counsel in connection with, any proposed written communications by such party and/or its Affiliates to any

Governmental Authority concerning the transactions contemplated hereby; provided, that none of the parties shall enter into any agreement with any Governmental Authority without the written consent of the other parties. Materials required to be provided pursuant to this Section 8.1(d) may be restricted to outside counsel and may be redacted (i) to remove references concerning the valuation of the Company; and (ii) as necessary to comply with contractual arrangements, and (iii) to remove references to privileged information. To the extent not prohibited by Law, the Company agrees to provide Acquiror and its counsel, and Acquiror agrees to provide the Company and its counsel, the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such party and/or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby.

(d) Each of the Company, on the one hand, and Acquiror, on the other, shall be responsible for and pay one-half of the filing fees payable to the Antitrust Authorities in connection with the transactions contemplated hereby.

(e) The Acquiror and the Company shall not take any action that would reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period under antitrust Laws, including by agreeing to merge with or acquire any other person or acquire a substantial portion of the assets of or equity in any other person. The parties hereto further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the parties to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

Section 8.2. Preparation of Registration Statements; Stockholders' Meeting and Approvals.

(a) Acquiror Registration Statement and Prospectus.

(i) As promptly as practicable after the execution of this Agreement, (x) Acquiror and the Company shall jointly prepare and Acquiror shall file with the SEC, mutually acceptable materials which shall include the Acquiror Proxy Statement to be filed with the SEC as part of the Acquiror Registration Statement and sent to the Acquiror Stockholders relating to the Acquiror Stockholders' Meeting (such Acquiror Proxy Statement, together with any amendments or supplements thereto, the "Acquiror Proxy Statement"), and (y) Acquiror shall prepare (with the Company's reasonable cooperation (including causing the Company Subsidiaries and representatives to cooperate)) and file with the SEC the Acquiror Registration Statement, in which the Acquiror Proxy Statement will be included as a prospectus (the "Acquiror Proxy Statement/Prospectus"), in connection with the registration under the Securities Act of certain of the shares of Acquiror Class A Common Stock to be issued in the Merger, including any shares of Acquiror Class A Common Stock issuable upon conversion of the Acquiror Class C Common Stock (collectively, the "Acquiror Registration Statement Securities"). Each of Acquiror and the Company shall use its reasonable best efforts to cause the Acquiror Proxy Statement/Acquiror Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Acquiror Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Acquiror Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Acquiror also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated hereby, and the Company shall furnish all information concerning the Company, the Company Subsidiaries and any of their respective members or stockholders as may be reasonably requested in connection with any such action. Each of Acquiror and the Company agrees to furnish to the other party all information concerning itself, the Company Subsidiaries, officers, directors, managers, stockholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Acquiror Proxy Statement/Acquiror Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement, or any other statement, filing, notice or application made by or on behalf of Acquiror, the Company or their respective Subsidiaries to any regulatory authority (including Nasdaq) in connection with the Merger and the other transactions contemplated hereby (the "Offer Documents"). Acquiror will cause the Acquiror Proxy Statement/Acquiror Registration Statement to be mailed to the Acquiror Stockholders in each case promptly after the Acquiror Registration Statement is declared effective under the Securities Act.

(ii) To the extent not prohibited by Law, Acquiror will advise the Company, reasonably promptly after Acquiror receives notice thereof, of the time when the Acquiror Proxy Statement/Acquiror Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Acquiror Common Stock for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Acquiror Proxy Statement/Acquiror Registration Statement or for additional information. To the extent not prohibited by Law, the Company and their counsel shall be given a reasonable opportunity to review and comment on the Acquiror Proxy Statement/Acquiror Registration Statement and any Offer Document each time before any such document is filed with the SEC, and Acquiror shall give reasonable and good faith consideration to any comments made by the Company and its counsel. To the extent not prohibited by Law, Acquiror shall provide the Company and their counsel with (i) any comments or other communications, whether written or oral, that Acquiror or its counsel may receive from time to time from the SEC or its staff with respect to the Acquiror Proxy Statement/Acquiror Registration Statement or Offer Documents promptly after receipt of those comments or other communications and (ii) a reasonable opportunity to participate in the response of Acquiror to those comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with the Company or its counsel in any discussions or meetings with the SEC.

(iii) Each of Acquiror and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in (A) the Acquiror Registration Statement will, at the time the Acquiror Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading or (B) the Acquiror Proxy Statement will, at the date it is first mailed to the Acquiror Stockholders and at the time of the Acquiror Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(iv) If at any time prior to the Effective Time any information relating to the Company, Acquiror or any of their respective Subsidiaries, Affiliates, directors or officers is discovered by the Company or Acquiror, which is required to be set forth in an amendment or supplement to the Acquiror Proxy Statement or the Acquiror Registration Statement, so that neither of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, with respect to the Acquiror Proxy Statement, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Acquiror Stockholders.

(b) Acquiror Stockholder Approval. Acquiror shall (a) as promptly as practicable after the Acquiror Registration Statement is declared effective under the Securities Act, (i) cause the Acquiror Proxy Statement to be disseminated to Acquiror Stockholders in compliance with applicable Law, (ii) solely with respect to the Transaction Proposals, duly (1) give notice of and (2) convene and hold a meeting of its stockholders (the "Acquiror Stockholders' Meeting") in accordance with Acquiror's Governing Documents and Nasdaq Listing Rule 5620(b), for a date no later than thirty (30) Business Days following the date the Acquiror Registration Statement is declared effective, and (iii) solicit proxies from the holders of Acquiror Common Stock to vote in favor of each of the Transaction Proposals, and (b) provide its stockholders with the opportunity to elect to effect an Acquiror Share Redemption. Acquiror shall, through its Board of Directors, recommend to its stockholders the (A) the adoption and approval of this Agreement in accordance with applicable Law and exchange rules and regulations (the "BCA Proposal"), (B) amendment and restatement of Acquiror's certificate of incorporation (in such form and of substance as mutually agreed to by Acquiror and the Company), including any separate or unbundled proposals as are required to implement the foregoing (including clause (B) of this Section 8.2(b)(ii)) (the "Amendment Proposal"), (C) the election of directors effective as of the Closing as contemplated by Section 7.5 (the "Director Proposal"), (D) approval of the issuance of shares of Acquiror Common Stock in connection with the Merger (including the issuance of more than one percent (1%) of shares of Acquiror Common Stock to a "related party" pursuant to the rules of the Nasdaq) (the "Nasdaq Proposal"), (E) approval of the adoption by Acquiror of a equity incentive plan and associated forms of award agreements in form and substance mutually agreed to by Acquiror and the Company (the "Acquiror Incentive Plan Proposal"), (F) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Acquiror Registration Statement or correspondence related thereto, (G) adoption and approval of any other proposals as reasonably agreed by Acquiror and the Company to be necessary or appropriate in connection with the transactions contemplated hereby and (H) adjournment of the Acquiror Stockholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (A) through (H), together, the "Transaction Proposals"), and include such recommendations in the Acquiror Proxy Statement. The Board of Directors of Acquiror shall not withdraw, amend, qualify or modify its recommendation to the stockholders of Acquiror that they vote in favor of the Transaction Proposals (together with any withdrawal, amendment, qualification or modification of its recommendation to the stockholders of Acquiror described in the Recitals hereto, a "Modification in Recommendation"). To the fullest extent permitted by applicable Law, (x) Acquiror's obligations to establish a record date for, duly call, give notice of, convene and hold the Acquiror Stockholders' Meeting shall not be affected by any Modification in Recommendation, (y) Acquiror agrees to establish a record date for, duly call, give notice of, convene and hold the Acquiror Stockholders' Meeting and submit for approval the Transaction Proposals and (z) Acquiror agrees that if the Acquiror Stockholder Approval shall not have been obtained at any such Acquiror Stockholders' Meeting, then Acquiror shall promptly continue to take all such necessary actions, including the actions required by this Section 8.2(b), and hold additional Acquiror Stockholders' Meetings in order to obtain the Acquiror Stockholder Approval. Acquiror may only adjourn the Acquiror Stockholders' Meeting (i) to solicit additional proxies for the purpose of obtaining the Acquiror Stockholder Approval, (ii) for the absence of a quorum and (iii) to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure that Acquiror has determined in good faith after consultation with outside legal counsel is required under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by Acquiror Stockholders prior to the Acquiror Stockholders' Meeting; provided that the Acquiror Stockholders' Meeting (x) may not be adjourned to a date that is more than fifteen (15) days after the date for which the Acquiror Stockholders' Meeting was originally scheduled (excluding any adjournments required by applicable Law) and (y) shall not be held later than three (3) Business Days prior to the Agreement End Date. Acquiror agrees that it shall provide the holders of shares of Acquiror Class A Common Stock the opportunity to elect redemption of such shares of Acquiror Class A Common Stock in connection with the Acquiror Stockholders' Meeting, as required by Acquiror's Governing Documents.

(c) Company Registration Statement and Prospectus.

(i) As promptly as practicable after the execution of this Agreement, to the extent such filings are required by Law in connection with the transactions contemplated by this Agreement, Acquiror, Inpixon, and the Company jointly prepare and the Company shall file with the SEC a registration statement on Form S-1 (the "Company Registration Statement").

(ii) Each of Inpixon and the Company shall use its reasonable best efforts to cause the Company Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Company Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Company Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Inpixon and the Company also agree to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated hereby, including the Distribution. Acquiror agrees to furnish to Inpixon and the Company all information concerning itself, its officers, directors, managers, stockholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Company Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement, or any other statement, filing, notice or application made by or on behalf of Inpixon, the Company or their respective Subsidiaries to any regulatory authority (including Nasdaq) in connection with the Merger and the other transactions contemplated hereby (the "Distribution Documents"). The Company will cause the Company Registration Statement to be mailed to the Company stockholders in each case promptly after the Company Registration Statement is declared effective under the Securities Act.

(iii) To the extent not prohibited by Law, Inpixon and the Company will advise Acquiror, reasonably promptly after Acquiror receives notice thereof, of the time when the Company Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Company Common Stock for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Company Registration Statement or for additional information. To the extent not prohibited by Law, Acquiror and its counsel shall be given a reasonable opportunity to review and comment on the Company Registration Statement and any Distribution Document each time before any such document is filed with the SEC, and Inpixon and the Company shall give reasonable and good faith consideration to any comments made by Acquiror and its counsel. To the extent not prohibited by Law, the Company shall provide Acquiror and its counsel with (i) any comments or other communications, whether written or oral, that Inpixon, the Company or its respective counsel may receive from time to time from the SEC or its staff with respect to the Company Registration Statement or Distribution Documents promptly after receipt of those comments or other communications and (ii) a reasonable opportunity to participate in the response of Inpixon and the Company to those comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with Inpixon, the Company or its respective counsel in any discussions or meetings with the SEC.

(iv) Each of Acquiror, Inpixon and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in the Company Registration Statement will, at the time the Company Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading.

(v) If at any time prior to the Distribution any information relating to the Acquiror, Inpixon, the Company, or any of their respective Subsidiaries, Affiliates, directors or officers is discovered by Inpixon, the Company or Acquiror, which is required to be set forth in an amendment or supplement to the Company Registration Statement, so that such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Inpixon stockholders.

(d) Company Stockholder Approval. Upon the terms set forth in this Agreement, the Company shall use its reasonable best efforts to obtain promptly after the execution of this Agreement, and in any event no later than one (1) hour, the Company Stockholder Written Consent. The Written Consent shall be irrevocable with respect to all Company Capital Stock owned beneficially or of record by the Company stockholders executing such consent, or as to which such Company stockholders have, directly or indirectly, the right to vote or direct the voting thereof (which, for the avoidance of doubt, shall not limit or otherwise effect the rights provided in Article X. If the Company Stockholder Consent is not unanimous, then as promptly as reasonably practicable following the execution and delivery of this Agreement, the Company shall prepare and

distribute to the equityholders of the Company who as of the Company Stockholder Approval Deadline had not executed and delivered the Written Consent a notice of action by written consent and appraisal rights as required by Sections 228 and 262 of the DGCL, as well as any additional information required by applicable Law or the Governing Documents of the Company (the "Stockholder Notice"). Acquiror shall be provided with a reasonable opportunity to review and comment on the Stockholder Notice and shall cooperate with the Company in the preparation of the Stockholder Notice and promptly provide all reasonable information regarding Acquiror and Merger Sub reasonably requested by the Company.

Section 8.3. Support of Transaction. Without limiting any covenant contained in Article VI or Article VII, Acquiror and the Company shall each, and each shall cause the Company Subsidiaries to (a) use reasonable best efforts to obtain all material consents and approvals of third parties that any of Acquiror, or the Company or their respective Affiliates are required to obtain in order to consummate the Merger, and (b) take such other action as may be reasonably necessary or as another party hereto may reasonably request to satisfy the conditions of Article IX or otherwise to comply with this Agreement and to consummate the transactions contemplated hereby as soon as practicable and in accordance with all applicable Law. Notwithstanding anything to the contrary contained herein, no action taken by the Company under this Section 8.3 will constitute a breach of Section 6.1.

Section 8.4. Tax Matters.

(a) The parties intend the tax treatment described in Section 8.4 of the Company Disclosure Letter (the "Intended Tax Treatment") and shall reasonably cooperate with each other and their respective tax counsel to document and support the Intended Tax Treatment and take all the actions described on Section 8.4 of the Company Disclosure Letter. The parties (i) shall not take any action that would reasonably be expected to prevent, impair or impede the Intended Tax Treatment and (ii) shall not take any inconsistent position for Tax purposes unless otherwise required by a "determination" within the meaning of Section 1313 of the Code.

(b) All transfer, documentary, sales, use, real property, stamp, registration and other similar Taxes, fees and costs (including any associated penalties and interest) incurred in connection with this Agreement shall constitute Company Transaction Expenses. The applicable parties shall cooperate in filing such forms and documents as may be necessary and to obtain any exemption or refund of any Transfer Taxes.

Section 8.5. Section 16 Matters. Prior to the Effective Time, each of the Company and Acquiror shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions of Company Capital Stock or acquisitions of shares of Acquiror Common Stock (including, in each case, securities deliverable upon exercise, vesting or settlement of any derivative securities) resulting from the transactions contemplated hereby by each individual who may become subject to the reporting requirements of Section 16(a) of the Exchange Act in connection with the transactions contemplated hereby to be exempt under Rule B-3 promulgated under the Exchange Act.

Section 8.6. Extension. Subject to Inpixon's and the Company's compliance with the immediately following sentence, if the Closing is not reasonably expected to be completed prior to December 16, 2022, Acquiror shall use commercially reasonable efforts to extend the time to complete a business combination by an additional three (3) months in accordance with the terms and procedures set forth in Article IX of Acquiror's Governing Documents (an " Extension"). Within two (2) Business Days of receipt of a written request from Acquiror, Inpixon shall loan to Acquiror (as a Working Capital Loan) 50% of the funds (not to exceed $250,000 in the aggregate) determined by Acquiror as necessary to increase the outstanding amount of the Trust Account to effect such Extension (the "Extension Amount").

Section 8.7. Non-Redemption and Financing Transactions. Notwithstanding anything in herein to the contrary, during the Interim Period, the Company and Acquiror shall work in good faith to (a) enter into non-redemption agreements with certain stockholders of Acquiror, which shall provide, among other things, that such stockholders of Acquiror shall not participate in the Acquiror Share Redemption with respect to the shares of Acquiror Common Stock held by such stockholders (a "Non-Redemption Transaction") and (b) enter into financing arrangements with third parties pursuant to which such third parties would invest in equity or debt securities of Acquiror to be consummated substantially concurrently with the consummation of the Merger (a "Financing Transaction"), in each case, on terms mutually acceptable to the Company and Acquiror (with each such party acting reasonably and in good faith). If, in connection with the execution of definitive written agreements providing for a Non-Redemption Transaction and/or a Financing Transaction, in any such case, that are in form and substance reasonably acceptable to the Company and Acquiror, and one or more counterparties to such Non-Redemption Transaction and/or Financing Transaction requires as a condition to the execution of such transactions any make whole rights, grants, issuances or transfers of additional equity securities or other similar rights with respect to any shares of Acquiror Common Stock that are the subject of such Non-Redemption Transaction or such Financing Transaction, then, subject to the mutual agreement of each of the Company and Acquiror to such make-whole, grants, issuances or transfers of additional equity securities or other similar terms and conditions (such agreement not to be unreasonably withheld, conditioned or delayed), up to, but not exceeding, 1,000,000 shares of Acquiror Common Stock in aggregate for all Non-Redemption Transactions and Financing Transactions may be distributed, issued or transferred to such counterparties, in any such case, in accordance with the terms of the Non-Redemption Transaction and/or the Financing Transaction, as applicable. If Acquiror desires engage in any Non-Redemption Transaction or Financing Transaction, Inpixon and the Company agrees, and shall cause the appropriate officers and employees thereof, to use reasonable best efforts to cooperate in connection with such Non-Redemption Transaction or Financing Transaction as may be reasonably requested by Acquiror.

Section 8.8. Cooperation; Consultation.

(a) Prior to Closing, each of the Company and Acquiror shall, and each of them shall cause its respective Subsidiaries and Affiliates (as applicable) and its and their officers, directors, managers, employees, consultants, counsel, accounts, agents and other representatives to, reasonably cooperate in a timely manner in connection with any financing arrangement the parties mutually agree to seek in connection with the transactions contemplated by this Agreement (it being understood and agreed that the consummation of any such financing by the Company or Acquiror shall be subject to the parties' mutual agreement), including (if mutually agreed to by the parties) (a) by providing such information and assistance as the other party may reasonably request (including the Company providing such financial statements and other financial data relating to the Company and the Company Subsidiaries as would be required if Acquiror were filing a general form for registration of securities under Form 10 following the consummation of the transactions contemplated hereby and a registration statement on Form S-1 for the resale of any securities issued following the consummation of the transactions contemplated hereby), (b) granting such access to the other party and its representatives as may be reasonably necessary for their due diligence, and (c) participating in a reasonable number of meetings, presentations, road shows, drafting sessions and due diligence sessions with respect to such financing efforts (including direct contact between senior management and other representatives of the Company and the Company Subsidiaries at reasonable times and locations). All such cooperation, assistance and access shall be granted during normal business hours and shall be granted under conditions that shall not unreasonably interfere with the business and operations of the Company, Acquiror, or their respective auditors.

ARTICLE IX

CONDITIONS TO OBLIGATIONS

Section 9.1. Conditions to Obligations of Acquiror, Merger Sub and the Company. The obligations of Acquiror, Merger Sub and the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following conditions at or prior to Closing, any one or more of which may be waived in writing by all of such

parties:

(a) The Acquiror Stockholder Approval shall have been obtained;

(b) The Company Stockholder Approval shall have been obtained;

(c) The Acquiror Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Acquiror Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn;

(d) The Internal Reorganization and the Distribution and the other transactions contemplated by the Separation and Distribution Agreement shall have been consummated in accordance with the Separation and Distribution Agreement;

(e) There shall not be in force any Governmental Order, statute, rule or regulation enjoining or prohibiting the consummation of the Merger; provided, that the Governmental Authority issuing such Governmental Order has jurisdiction over the parties hereto with respect to the transactions contemplated hereby;

(f) Acquiror shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act); and

(g) The shares of Acquiror Class A Common Stock to be issued in connection with the Merger shall have been approved for listing on Nasdaq.

Section 9.2. Conditions to Obligations of Acquiror and Merger Sub. The obligations of Acquiror and Merger Sub to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror and Merger Sub:

(a) (i) The representations and warranties of the Company contained in the first sentence of Section 4.6(a) shall be true and correct in all but *de minimis* respects as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all but *de minimis* respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement or the Ancillary Agreements, (ii) the Company Fundamental Representations (other than the first sentence of Section 4.6(a)) shall be true and correct in all material respects, in each case as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement or the Ancillary Agreements and (iii) each of the representations and warranties of the Company contained in this Agreement other than the Company Fundamental Representations (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect and Company Material Adverse Effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect;

(b) Each of the covenants of the Company to be performed as of or prior to the Closing shall have been performed in all material respects; and

(c) There has not been any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 9.3. Conditions to the Obligations of the Company. The obligation of the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) (i) The representations and warranties of Acquiror contained in Section 5.12 shall be true and correct in all but *de minimis* respects as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all but *de minimis* respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement and (ii) each of the representations and warranties of Acquiror contained in this Agreement (other than Section 5.12) (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonable be expected to have a material adverse effect on Acquiror's ability to consummate the transactions contemplated by this Agreement;

(b) Each of the covenants of Acquiror to be performed as of or prior to the Closing shall have been performed in all material respects; and

(c) The (i) aggregate amount of cash available in the Trust Account following the Acquiror Stockholders' Meeting, after deducting the amount required to satisfy the Acquiror Share Redemption Amount (but prior to payment of any Company Transaction Expenses or Acquiror Transaction Expenses, as contemplated by Section 11.6), *plus* (ii) the aggregate gross purchase price of any other purchase of shares of Acquiror Common Stock (or securities convertible or exchangeable for Acquiror Common Stock) actually received by Acquiror prior to or substantially concurrently with the Closing, *plus* (iii) the aggregate gross purchase price of any other purchase of shares of Company Common Stock (or securities convertible or exchangeable for Company Common Stock) actually received by Company prior to or substantially concurrently with the Closing (the sum of (i), (ii) and (iii), the "Available Acquiror Cash"), is equal to or greater than $9,500,000.

ARTICLE X

TERMINATION/EFFECTIVENESS

Section 10.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of the Company and Acquiror;

(b) by the Company or Acquiror if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which has become final and nonappealable and has the effect of making consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger;

(c) by the Company or Acquiror if the Acquiror Stockholder Approval shall not have been obtained by reason of the failure to obtain the required vote at the Acquiror Stockholders' Meeting duly convened therefor or at any adjournment or postponement thereof;

(d) prior to the Closing by written notice to the Company from Acquiror if (i) there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company through the exercise of its reasonable best efforts, then, for a period of up to thirty (30) days after receipt by the Company of notice from Acquiror of such breach, but only as long as the Company continues to use its respective reasonable best efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period, or (ii) the Closing has not occurred on or before March 16, 2023 (the "Agreement End Date"), unless Acquiror is in material breach hereof;

(e) by Acquiror if the Company Stockholder Approval shall not have been obtained within one (1) hour of the effective date of the Acquiror Registration Statement; or

(f) prior to the Closing, by written notice to Acquiror from the Company if (i) there is any breach of any representation, warranty, covenant or agreement on the part of Acquiror or Merger Sub set forth in this Agreement, such that the conditions specified in Section 9.3(a) and Section 9.3(b) would not be satisfied at the Closing (a "Terminating Acquiror Breach"), except that, if any such Terminating Acquiror Breach is curable by Acquiror through the exercise of its reasonable best efforts, then, for a period of up to thirty (30) days after receipt by Acquiror of notice from the Company of such breach, but only as long as Acquiror continues to exercise such reasonable best efforts to cure such Terminating Acquiror Breach (the "Acquiror Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Acquiror Breach is not cured within the Acquiror Cure Period, (ii) if there has been an uncured breach by Sponsor of its obligations under Section 1.4(a) of the Sponsor Support Agreement, or (iii) the Closing has not occurred on or before the Agreement End Date, unless the Company is in material breach hereof.

Section 10.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or stockholders, other than (a) payment of any Company Termination Fee or Acquiror Termination Fee payable pursuant to Section 10.3 or (b) liability of the Company, Acquiror or Merger Sub, as the case may be, for fraud or any willful and material breach of this Agreement occurring prior to such termination, except that the provisions of this Section 10.2 and Article XI and the Confidentiality Agreement shall survive any termination of this Agreement.

Section 10.3. Termination Fees.

(a) If this Agreement shall have been terminated by Acquiror or Merger Sub pursuant to Section 10.1(d)(i) or Section 10.1(e), Inpixon shall, within three (3) Business Days of such termination, pay to Acquiror by wire transfer of immediately available funds to one or more accounts designated by Acquiror the sum of $2,000,000 (the "Company Termination Fee"). Payment of the Company Termination Fee shall not constitute liquidated damages and shall be without prejudice to any other rights or remedies of Acquiror pursuant to this Agreement (including pursuant to Section 11.15) or applicable Law. Following receipt by Acquiror of the Company Termination Fee in accordance with this Section 10.3(a), Inpixon and the Company shall have no further liability with respect to this Agreement or the transactions contemplated herein to Acquiror, its Affiliates or any other Person, other than in respect of its fraud or willful and material breach of this Agreement. If Inpixon fails to timely pay the Company Termination Fee when due, then it shall pay Acquiror the interest on such amount at the prime rate as published in The Wall Street Journal in effect on the date such payment was required to be made plus five percent (5%) per annum through the date such payment is actually received.

(b) If this Agreement shall have been terminated by the Company pursuant to Section 10.1(f)(i) or Section 10.1(f)(ii), Acquiror shall, within three (3) Business Days of such termination, pay to the Company by wire transfer of immediately available funds to one or more accounts designated by the Company the sum of $2,000,000 (the "Acquiror Termination Fee"). Payment of the Acquiror Termination Fee shall not constitute liquidated damages and shall be without prejudice to any other rights or remedies of Inpixon or the Company pursuant to this Agreement (including pursuant to Section 11.15) or applicable Law. Following receipt by the Company of the Acquiror Termination Fee in accordance with this Section 10.3(b), Acquiror shall have no further liability with respect to this Agreement or the transactions contemplated herein to Inpixon, the Company or their respective Affiliates or any other Person, other than in respect of its fraud or willful and material breach of this Agreement. If Acquiror fails to timely pay the Acquiror Termination Fee when due, then it shall pay the Company the interest on such amount at the prime rate as published in The Wall Street Journal in effect on the date such payment was required to be made plus five percent (5%) per annum through the date such payment is actually received.

(c) The Parties acknowledge that the agreements contained in this Section 10.3 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the parties would not enter into this Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Trust Account Waiver. The Company acknowledges that Acquiror is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated December 14, 2020 (the "KINS IPO Prospectus") available at www.sec.gov, substantially all of Acquiror assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in the trust account for the benefit of Acquiror, certain of its public stockholders and the underwriters of Acquiror's initial public offering (the "Trust Account"). The Company acknowledges that it has been advised by Acquiror that, except with respect to interest earned on the funds held in the Trust Account that may be released to Acquiror to pay its franchise Tax, income Tax and similar obligations, the Trust Agreement provides that cash in the Trust Account may be disbursed only (i) if Acquiror completes the transactions which constitute a Business Combination, then to those Persons and in such amounts as described in the KINS IPO Prospectus; (ii) if Acquiror fails to complete a Business Combination within the allotted time period and liquidates, subject to the terms of the Trust Agreement, to Acquiror in limited amounts to permit Acquiror to pay the costs and expenses of its liquidation and dissolution, and then to Acquiror's public stockholders; and (iii) if Acquiror holds a stockholder vote to amend Acquiror's amended and restated certificate of incorporation to modify the substance or timing of the obligation to allow redemption in connection with a Business Combination or to redeem 100% of Acquiror Common Stock if Acquiror fails to complete a Business Combination within the allotted time period, then for the redemption of any Acquiror Common Stock properly tendered in connection with such vote. For and in consideration of Acquiror entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, Contracts or agreements with Acquiror; provided, that (x) nothing herein shall serve to limit or prohibit the Company's right to pursue a claim against Acquiror for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief in connection with the consummation of the transactions (including a claim for Acquiror to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Acquiror Share Redemptions) to the Company in accordance with the terms of this Agreement and the Trust Agreement) so long as such claim would not affect Acquiror's ability to fulfill its obligation to effectuate the Acquiror Share Redemptions, or for fraud and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future against Acquiror's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds).

Section 11.2. Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its Board of Directors, Board of Managers, managing members or other officers or Persons thereunto duly authorized, (a) extend the time for the performance of the obligations or acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties (of another party hereto) that are contained in this Agreement or (c) waive compliance by the other parties hereto with any of the agreements or conditions contained in this Agreement, but such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver.

Section 11.3. Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email (in each case in this clause (iv), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

(a) If to Acquiror or Merger Sub prior to the Closing, or to the Surviving Corporation after the Effective Time, to:

KINS Technology Group Inc.
Four Palo Alto Square, Suite 200
3000 El Camino Real
Palo Alto, California 94306
Attention: Khurram Sheikh, Chief Executive Officer
Email: khurram@kins-tech.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301
Attention: Michael Mies
Email: michael.mies@skadden.com

(b) If to Inpixon or the Company prior to the Closing to:

Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, California 94303
Attention: Nadir Ali, Chief Executive Officer
Email: nadir.ali@inpixon.com

with copies to (which shall not constitute notice):

Mitchell Silberberg & Knupp LLP
437 Madison Ave., 25th Floor
New York, New York 10022
Attention: Blake J. Baron
Email: bjb@msk.com

or to such other address or addresses as the parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

Section 11.4. Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 11.5. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Agreement; provided, however, that (a) the D&O Indemnified Parties are intended third-party beneficiaries of, and may enforce, Section 7.6, and (b) the past, present and future directors, managers, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.16.

Section 11.6. Expenses. Except as otherwise set forth in this Agreement, each party hereto shall be responsible for and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of its legal counsel, financial advisers and accountants; provided, that if the Closing shall occur, Acquiror shall (x) pay or cause to be paid, the Unpaid Transaction Expenses in accordance with Section 2.4(c), (y) reimburse or cause to be reimbursed to Inpixon any other Company Transaction Expenses (whether incurred at or prior to the consummation of the Merger) that are not Unpaid Transaction Expenses, and (z) pay or cause to be paid, any transaction expenses of Acquiror (including transaction expenses incurred, accrued, paid or payable by Acquiror's Affiliates on Acquiror's behalf) (the " Acquiror Transaction Expenses"), in accordance with Section 2.4(c). For the avoidance of doubt, any payments to be made (or to cause to be made) by Acquiror pursuant to this Section 11.6 shall be paid upon consummation of the Merger and release of proceeds from the Trust Account.

Section 11.7. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 11.8. Headings; Counterparts; Effectiveness. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement may be delivered by email (including by .pdf, .tif, .gif, .jpeg or similar formatted attachment thereto) by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. This Agreement shall become effective when each party hereto shall have received one or more counterparts hereof signed by each of the other parties hereto and unless and until such receipt, this Agreement shall have no effect and no party hereto shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 11.9. Company and Acquiror Disclosure Letters. The Company Disclosure Letter and the Acquiror Disclosure Letter (including, in each case, any section thereof) referenced herein are a part of this Agreement as if fully set forth herein. All references herein to the Company Disclosure Letter and/or the Acquiror Disclosure Letter

(including, in each case, any section thereof) shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any disclosure made by a party in the applicable Disclosure Letter, or any section thereof, with reference to any section of this Agreement or section of the applicable Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of this Agreement or sections of applicable Disclosure Letter if it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other section of this Agreement or section of the applicable Disclosure Letter. Certain information set forth in the Disclosure Letters is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 11.10. Entire Agreement. (i) This Agreement (together with the Company Disclosure Letter and the Acquiror Disclosure Letter), (ii) the Sponsor Support Agreement and Company Holders Support Agreement and (iii) the Mutual Nondisclosure Agreement, dated as of June 21, 2022, between Acquiror and the Company (the "Confidentiality Agreement") (clause (ii), (iii) and (iv), collectively, the "Ancillary Agreements") constitute the entire agreement among the parties to this Agreement relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated hereby exist between such parties except as expressly set forth in this Agreement and the Ancillary Agreements.

Section 11.11. Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement; provided that, after the Acquiror Stockholder Approval has been obtained, no amendment or modification to this Agreement shall be made that by Law requires the further approval of the stockholders of Acquiror without such further approval.

Section 11.12. Publicity.

(a) All press releases or other public communications relating to the transactions contemplated hereby, and the method of the release for publication thereof, shall prior to the Closing be subject to the prior mutual approval of Acquiror and the Company, which approval shall not be unreasonably withheld by any party; provided, that no party shall be required to obtain consent pursuant to this Section 11.12(a) to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 11.12(a).

(b) The restriction in Section 11.12(a) shall not apply to the extent the public announcement is required by applicable securities Law, any Governmental Authority or stock exchange rule; provided, however, that in such an event, the party making the announcement shall use its commercially reasonable efforts to consult with the other party in advance as to its form, content and timing.

Section 11.13. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

Section 11.14. Jurisdiction; Waiver of Jury Trial

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 11.14.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.15. Enforcement. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent any breach, or threatened breach, of this Agreement and to specific enforcement of the terms and provisions of this Agreement, without proof of damages, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall oppose the granting of specific performance and other equitable relief or allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith. The parties hereto acknowledge and agree that the right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, none of the parties hereto would have entered into this Agreement.

Section 11.16. Non-Recourse. Except as otherwise set forth in this Agreement, in the case of claims against a Person in respect of such Person's fraud:

(a) solely with respect to the Company, Acquiror and Merger Sub, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Company, Acquiror and Merger Sub as named parties hereto; and

(b) except to the extent a party hereto (and then only to the extent of the specific obligations undertaken by such party hereto), (i) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of the Company, Acquiror or Merger Sub and (ii) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in Contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Acquiror or Merger Sub under this Agreement for any claim based on, arising out of, or related to this Agreement

or the transactions contemplated hereby.

Section 11.17. Non-Survival of Representations, Warranties and Covenants. Except (x) as otherwise contemplated by Section 10.2, or (y) in the case of claims against a Person in respect of such Person's fraud, none of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

Section 11.18. Conflicts and Privilege.

(a) Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the Sponsor, the stockholders or holders of other equity interests of Acquiror or the Sponsor and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "KINS Group"), on the one hand, and (y) the Surviving Corporation and/or any member of the Company Group, on the other hand, any legal counsel, including Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), that represented Acquiror and/or the Sponsor prior to the Closing may represent the Sponsor and/or any other member of the KINS Group, in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation and/or the Sponsor. Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among Acquiror, the Sponsor and/or any other member of the KINS Group, on the one hand, and Skadden, on the other hand (the "Skadden Privileged Communications"), the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the KINS Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with Acquiror or the Sponsor under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Skadden Privileged Communications, whether located in the records or email server of the Acquiror, Surviving Corporation or their respective Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Skadden Privileged Communications, by virtue of the Merger.

(b) Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the stockholders or holders of other equity interests of the Company and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "Company Group"), on the one hand, and (y) the Surviving Corporation and/or any member of the KINS Group, on the other hand, any legal counsel, including Mitchell Silberberg & Knupp LLP ("MSK") that represented the Company prior to the Closing may represent any member of the Company Group in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror and/or the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among the Company and/or any member of the Company Group, on the one hand, and MSK, on the other hand (the "MSK Privileged Communications"), the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Company Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by Acquiror prior to the Closing with the Company under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the MSK Privileged Communications, whether located in the records or email server of the Acquiror, Surviving Corporation or their respective Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the MSK Privileged Communications, by virtue of the Merger.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

KINS TECHNOLOGY GROUP INC.

By: /s/ Khurram P. Sheikh
Name: Khurram P. Sheikh
Title: Chief Executive Officer

KINS MERGER SUB INC.

By: /s/ Khurram P. Sheikh
Name: Khurram P. Sheikh
Title: Director

INPIXON

By: /s/ Nadir Ali
Name: Nadir Ali
Title: CEO

CXAPP HOLDING CORP.

By: /s/ Nadir Ali
Name: Nadir Ali

Title: President

Exhibit 2.2

SEPARATION AND DISTRIBUTION AGREEMENT

by and among

INPIXON,

CXAPP HOLDING CORP.,

DESIGN REACTOR, INC.

and

KINS TECHNOLOGY GROUP INC.

Dated as of September 25, 2022

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List of Schedules

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT (this "***Agreement***"), dated as of September 25, 2022, is entered into by and among Inpixon, a Nevada corporation ("***Inpixon***"), CXApp Holding Corp., a Delaware corporation and a wholly-owned subsidiary of Inpixon ("***Spinco***"), Design Reactor, Inc., a California corporation ("***Design Reactor***" and., together with Spinco, the "***CXApp Parties***"), and KINS Technology Group Inc., a Delaware corporation ("***KINS***"). "***Party***" or "***Parties***" means Inpixon or the CXApp Parties, individually or collectively, as the case may be. Capitalized terms used and not defined herein shall have the meaning set forth in Section 1.1.

W I T N E S S E T H:

WHEREAS, Inpixon owns 100% of the common stock, par value $0.00001 per share, of Spinco (the "**Spinco Stock**"), and Spinco, after the Internal Reorganization is complete, will own 100% of the capital stock and equity interests in Design Reactor;

WHEREAS, Inpixon, acting through its direct and indirect Subsidiaries, currently conducts the Inpixon Retained Business and the Enterprise Apps Business;

WHEREAS, the Board of Directors of Inpixon (the "***Inpixon Board***") has determined that it is appropriate, desirable and in the best interests of Inpixon and its stockholders, on the terms and subject to the conditions set forth in this Agreement, to separate the Enterprise Apps Business from the Inpixon Retained Business (the "***Separation***");

WHEREAS, in order to effect the Separation, the Inpixon Board has determined that it is appropriate, desirable and in the best interests of Inpixon and its stockholders for Inpixon to undertake the Internal Reorganization and, in connection therewith effect the Contribution, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Inpixon Board has further determined that it is appropriate and desirable, on the terms and subject to the conditions set forth in this Agreement, following the Separation, to make a distribution of the Enterprise Apps Business to the holders of Inpixon Stock and Other Inpixon Securities on the Record Date through the distribution of all of the outstanding shares of Spinco Stock to holders of Inpixon Stock and Other Inpixon Securities on the Record Date on a pro rata, one for one basis (the "***Distribution***"), in each case, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, immediately following the Distribution, Inpixon will hold none of the outstanding shares of Spinco Stock;

WHEREAS, the Inpixon Board has further determined that it is appropriate and desirable, on the terms and conditions contemplated in the Agreement and Plan of Merger, dated as of the date hereof (the "***Merger Agreement***"), among Inpixon, Spinco, Design Reactor, KINS and KINS Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of KINS ("***Merger Sub***"), following the Separation and Distribution, Merger Sub will merge with and into Spinco, with Spinco continuing as the surviving corporation (the "***Merger***");

WHEREAS, pursuant to the Merger, shares of Spinco Stock will be exchanged for shares of Acquirer Common Stock, on the terms and conditions set forth in the Merger Agreement;

WHEREAS, Inpixon and Spinco will prepare, and Spinco will file with the SEC, the Form S-1, which will include the Prospectus and will set forth certain disclosure concerning Spinco, the Separation, the Distribution and the Merger;

WHEREAS, (i) the Inpixon Board has (x) determined that the transactions contemplated by this Agreement, the Merger Agreement and the Ancillary Agreements have a valid business purpose, are in furtherance of and consistent with its business strategy and are in the best interests of Inpixon and its stockholders and (y) approved this Agreement, the Merger Agreement and each of the Ancillary Agreements, (ii) the Board of Directors of Spinco has approved this Agreement, the Merger Agreement and each of the Ancillary Agreements (to the extent Spinco is a party thereto) and (iii) the Board of Directors of Design Reactor has approved this Agreement, the Merger Agreement and each of the Ancillary Agreements (to the extent Design Reactor is a party thereto);

WHEREAS, the Board of Directors of KINS has approved this Agreement, the Merger Agreement and each of the Ancillary Agreements (to the extent KINS is a party thereto);

WHEREAS, the Parties and KINS desire to set forth the principal corporate transactions required to effect the Separation and the Distribution, and certain other agreements relating to the relationship of Inpixon and the CXApp Parties and their respective Subsidiaries following the Distribution;

WHEREAS, it is the intention of the Parties and KINS that the (i) Separation, Contribution and Distribution, together with certain related transactions, will qualify as tax-free pursuant to Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "***Code***"); and (ii) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code; and

WHEREAS, this Agreement is intended to be, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties and KINS hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(1) "***Acquirer Common Stock***" shall have the meaning set forth in the Merger Agreement.

(2) "***Action***" shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

(3) "***Affiliate***" shall mean, when used with respect to a specified Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that, from and after the Distribution Time, solely for purposes of this Agreement, (i) no member of the CXApp Group shall be deemed an Affiliate of any member of the Inpixon Group and (ii) no member of the Inpixon Group shall be deemed an Affiliate of any member of the CXApp Group.

(4) "***Agent***" means Continental Stock Transfer & Trust Company, a New York corporation, as the distribution agent appointed by Inpixon to distribute to the stockholders of Inpixon and the holders of Other Inpixon Securities all of the outstanding shares of Spinco Stock pursuant to the Distribution.

(5) "***Agreement***" shall have the meaning set forth in in the Preamble.

(6) "***Amended Financial Report***" shall have the meaning set forth in Section 6.3(b).

(7) "***Ancillary Agreements***" shall mean the Transition Services Agreements, the Employee Matters Agreement, the Tax Matters Agreement, any Continuing Arrangements, any and all Conveyancing and Assumption Instruments, and any other agreements to be entered into by and between any member of the Inpixon Group, on one hand, and any member of the CXApp Group, on the other hand, at, prior to or after the Distribution Time in connection with the Separation, the Distribution and the other transactions contemplated by this Agreement.

(8) "***Assets***" shall mean all rights (including Intellectual Property), title and ownership interests in and to all properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein, in the Employee Matters Agreement or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Tax assets (including any Tax items, attributes or rights to receive any Refunds (as defined in the Tax Matters Agreement)) shall not be included in the definition of Assets.

(9) "***Assume***" shall have the meaning set forth in Section 2.2(c); and the terms "***Assumed***" and "***Assumption***" shall have their correlative meanings.

(10) "***Business***" shall mean the Inpixon Retained Business or the Enterprise Apps Business, as applicable.

(11) "***Business Day***" shall mean any day other than Saturday or Sunday and any other day on which commercial banking institutions located in New York, New York are required, or authorized by Law, to remain closed.

(12) "***Business Entity***" shall mean any corporation, partnership, limited liability company, joint venture, foreign entity or other corporate organization which may

legally hold title to Assets.

(13) "***Cash Equivalents***" shall mean (i)cash and (ii)checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit. For the purposes of Section 2.12, "***Cash Equivalents***" shall not include any cash in transit at the Distribution Time.

(14) "***Chosen Courts***" shall have the meaning set forth in Section 9.16(b).

(15) "***Closing***" shall have the meaning set forth in the Merger Agreement.

(16) "***Code***" shall have the meaning set forth in the Recitals.

(17) "***Commission***" shall mean the United States Securities and Exchange Commission.

(18) "***Confidential Information***" shall mean all non-public, confidential or proprietary Information to the extent concerning a Party, its Group and/or its Subsidiaries or with respect to Design Reactor, the Enterprise Apps Business, any Enterprise Apps Assets or any Enterprise Apps Liabilities or with respect to Inpixon, the Inpixon Retained Business, any Inpixon Retained Assets or any Inpixon Retained Liabilities, including any such Information that was acquired by any Party after the Distribution Time pursuant to Article VI or otherwise in accordance with this Agreement, or that was provided to a Party by a third party in confidence, including (a)any and all technical information relating to the design, operation, testing, test results, procedures, processes, development, and manufacture of any Party's products, technologies, or materials or that of a Party's partners (including specifications and documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; quality assurance policies, procedures and specifications; evaluation and validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); costs, margins and pricing; as well as product marketing studies and strategies; all other methodologies, procedures, techniques and Know-How related to discovery, research, engineering, development and manufacturing; (b)information, documents and materials relating to the Party's financial condition, management and other business conditions, prospects, plans, procedures, partners, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (c)pending unpublished patent applications and Trade Secrets; and (d)any other data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party; except for any Information that is (i)in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (ii)lawfully acquired after the Distribution Time by such Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Information or (iii)independently developed by the receiving Party after the Distribution Time without reference to any Confidential Information. As used herein, by example and without limitation, Confidential Information shall include any Information of a Party intended or marked as confidential, proprietary and/or privileged.

(19) "***Consents***" shall mean any consents, waivers, notices, reports or other filings to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any third parties, including any third party to a Contract and any Governmental Entity.

(20) "***Consulting Agreement***" shall mean the consulting agreement, in substantially the form and substance agreed to by the Parties prior to the Distribution Time, which Design Reactor shall have entered into with Nadir Ali, effective as of the Distribution Time.

(21) "***Continuing Arrangements***" shall mean:

(i) this Agreement and the Ancillary Agreements (and each other Contract expressly contemplated by this Agreement or any Ancillary Agreement to be entered into or continued by any of the Parties or any of the members of their respective Groups); and

(ii) any Contracts or intercompany accounts solely between or among members of the CXApp Group.

(22) "***Contract***" shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(23) "***Contribution***" shall mean the contribution by Inpixon to Spinco of the Contribution Amount.

(24) "***Contribution Amount***" shall mean the cash amount, to be contributed by Inpixon such that Design Reactor shall have an aggregate of $10 million in Cash Equivalents on its balance sheet as of the Effective Time.

(25) "***Conveyancing and Assumption Instruments***" shall mean, collectively, the various Contracts, including the related local asset transfer agreements and local stock transfer agreements, and other documents entered into prior to the Distribution Time and to be entered into to effect the Contribution and the Transfer of Assets and the assumption of liabilities in the manner contemplated by this Agreement (including the Internal Reorganization), or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement, in such form or forms as the applicable Parties thereto agree.

(26) "***Covered Matter***" shall have the meaning set forth in Section 8.1(i).

(27) "***Credit Support Instruments***" shall mean any letters of credit, performance bonds, surety bonds, bankers acceptances, or other similar arrangements.

(28) "***CXApp Debt Obligations***" shall mean all Indebtedness of Design Reactor or any other member of the CXApp Group.

(29) ***CXApp Disclosure***" shall mean any form, statement, schedule or other material (other than the Spin-off Disclosure Documents) filed with or furnished to the Commission, including in connection with Spinco's obligations under the Securities Act and the Exchange Act, any other Governmental Entity, or holders of any securities of any member of the CXApp Group, in each case, on or after the Distribution Time by or on behalf of any member of the CXApp Group in connection with the registration, sale, or distribution of securities or disclosure related thereto (including periodic disclosure obligations).

(30) "***CXApp Group***" shall mean Spinco, Design Reactor and each Person that is a direct or indirect Subsidiary of Spinco as of the Distribution Time (but after giving

effect to the Internal Reorganization), including the Transferred Entities; provided, however, that for the avoidance of doubt, no member of the Inpixon Group shall be treated as a member of the CXApp Group.

(31) "***CXApp Indemnitees***" shall mean each member of the CXApp Group and each of their respective Affiliates from and after the Distribution Time and each member of the CXApp Group's and such respective Affiliates' respective current, former and future directors, officers, employees and agents (solely in their respective capacities as current, former and future directors, officers, employees or agents of any member of the CXApp Group or their respective Affiliates) and each of the heirs, administrators, executors, successors and assigns of any of the foregoing, except, for the avoidance of doubt, the Inpixon Indemnitees.

(32) "***CXApp Licensed Intellectual Property***" shall have the meaning set forth in Section 4.3(b).

(33) "***CXApp Parties***" shall have the meaning set forth in the Preamble.

(34) ***CXApp Released Liabilities***" shall have the meaning set forth in Section 5.1(a)(ii).

(35) "***Design Reactor***" shall have the meaning set forth in the Preamble.

(36) "***Design Reactor Balance Sheet***" shall mean Design Reactor's unaudited pro forma combined condensed balance sheet, including the notes thereto, as of December 31, 2021, as included in the Form S-1.

(37) "***Dispute Notice***" shall have the meaning set forth in Section 7.1.

(38) "***Disputes***" shall have the meaning set forth in Section 7.1.

(39) "***Distribution***" shall have the meaning set forth in the Recitals.

(40) "***Distribution Date***" shall mean the date on which Inpixon, through the Agent, distributes all of the issued and outstanding shares of Spinco Stock to holders of Inpixon Stock and Other Inpixon Securities in the Distribution, and "***Distribution Time***" shall mean the time at which the Distribution occurs on the Distribution Date, which shall be deemed to be 12:01 a.m., New York time on the Distribution Date.

(41) "***Effective Time***" shall have the meaning set forth in the Merger Agreement.

(42) "***Employee Matters Agreement***" shall mean that certain Employee Matters Agreement to be entered into between Inpixon, Design Reactor and Merger Sub or any members of their respective Groups in connection with the Separation, the Distribution, the Merger or the other transactions contemplated by this Agreement, as such agreement may be modified or amended from time to time in accordance with its terms.

(43) "***Enterprise Apps Assets***" shall mean, without duplication:

(i) all interests in the capital stock of, or membership or other equity interests in, the members of the CXApp Group (other than Spinco) held, directly or indirectly, by Inpixon immediately prior to the Distribution Time;

(ii) the Assets set forth on Schedule 1.1(43)(ii)(which for the avoidance of doubt is not a comprehensive listing of all Enterprise Apps Assets and is not intended to limit other clauses of this definition of Enterprise Apps Assets);

(iii) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which have been or are to be Transferred to or retained by any member of the CXApp Group;

(iv) any and all Assets (other than Cash Equivalents, which shall be governed solely by Section 2.12) of either Inpixon or Design Reactor or any members of its Group included or reflected as Assets of the CXApp Group on the Design Reactor Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for Design Reactor or any member of the CXApp Group subsequent to the date of the Design Reactor Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the Design Reactor Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of the Design Reactor Balance Sheet; provided, that the amounts set forth on the Design Reactor Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of Enterprise Apps Assets pursuant to this clause;

(v) all rights, title and interest in, to and under the leases or subleases of the real property set forth on Schedule 1.1(43)(v)and other leases primarily related to the Enterprise Apps Business, including, to the extent provided for in such leases or subleases, any land and land improvements, structures, buildings and building improvements, other improvements and appurtenances (the "***Enterprise Apps Leased Real Property***");

(vi) all Enterprise Apps Contracts;

(vii) all Intellectual Property primarily used, primarily practiced, primarily held for the use or practice, or otherwise primarily related to the Enterprise Apps Business, including the Intellectual Property applications, registrations and issuances set forth on Schedule 1.1(43)(vii)(the " ***Enterprise Apps Intellectual Property***"), and all Intellectual Property Documentation relating to any of the foregoing;

(viii) all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity and are held by a member of the CXApp Group, or to the extent transferable, relate primarily to or, are used primarily in the Enterprise Apps Business (other than to the extent that any member of the Inpixon Group benefits from such licenses, permits, registrations, approvals and authorizations in connection with the Inpixon Retained Business);

(ix) all Information (i) exclusively related to the Enterprise Apps Business and (ii) with respect to Information that is primarily related to, or primarily used in, the Enterprise Apps Business that portion of such Information that primarily relates to the Enterprise Apps Business, excluding any Enterprise Apps Intellectual Property (which is addressed in Section 1.1(43)(vii) above);

(x) all IT Assets listed on Schedule 1.1(43)(x) and all other IT Assets to the extent primarily used in the Enterprise Apps Business;

(xi) all goodwill primarily related to the Enterprise Apps Business but not connected with the use of, and symbolized by, any Trademarks included in the Inpixon Retained IP, together with the goodwill of the business connected with the use of, and symbolized by, any Trademarks included in the Enterprise Apps Intellectual Property;

(xii) all office equipment and furnishings located at the physical site of which the ownership or a leasehold or sub leasehold interest is being transferred to or retained by a member of the CXApp Group, and which as of the Distribution Time is not subject to a lease or sublease back to a member of the Inpixon Group (excluding any office equipment and furnishings owned by persons other than Inpixon and its Subsidiaries);

(xiii) subject to Article VIII, any rights of any member of the CXApp Group under any insurance policies held solely by one or more members of the CXApp Group and which provide coverage solely to one or more members of the CXApp Group (excluding any insurance policies issued by any captive insurance company of the Inpixon Group); and

(xiv) all other Assets (other than Assets that are of the type that would be listed in clauses (v), (vii), (viii), (x), (xii)and (xiii)) that are held by the CXApp Group or the Inpixon Group immediately prior to the Distribution Time and that are (i) exclusively related to the Enterprise Apps Business and (ii) with respect to other Assets that are primarily related to, or primarily used in, the Enterprise Apps Business that portion of such Assets that primarily relate to the Enterprise Apps Business as conducted immediately prior to the Distribution Time (the intention of this clause (xiv)is only to rectify an inadvertent omission of transfer or assignment of any Asset that, had the Parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as an Enterprise Apps Asset based on the principles of this Section 1.1(43)); provided that no Asset shall be an Enterprise Apps Asset solely as a result of this clause (xiv)unless a written claim with respect thereto is made by Design Reactor on or prior to the date that is twenty-four (24) months after the Distribution Time.

(44) Notwithstanding anything to the contrary herein, the Enterprise Apps Assets shall not include (i)any Assets that are expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or Transferred to any member of the Inpixon Group (including all Inpixon Retained Assets), or (ii) any Assets governed by the Tax Matters Agreement or Employee Matters Agreement.

(45) "***Enterprise Apps Asset Transferee***" shall mean any Business Entity that is or will be a member of the CXApp Group or a Subsidiary of Design Reactor to which the Enterprise Apps Assets shall be or have been transferred at or prior to the Distribution Time, or which is contemplated by the Internal Reorganization or this Agreement or the Ancillary Agreements to occur after the Distribution Time, by Inpixon in order to consummate the transactions contemplated hereby.

(46) "***Enterprise Apps Business***" shall mean the business related to the (i) software-as-a-service app and mapping platforms which enable corporate enterprise organizations to provide a custom-branded, location-aware employee app focused on enhancing the workplace experience and hosting virtual and hybrid events, (ii) augmented reality, computer vision, localization, navigation, mapping, and 3D reconstruction technologies, (iii) "on-device "blue dot" indoor location and motion technologies and (iv) any other businesses comprising the CXApp Group, including the businesses and operations conducted prior to the Distribution Time by any member of the CXApp Group and any other businesses or operations conducted primarily through the use of the Enterprise Apps Assets, as such businesses are described in the FormS-1, or established by or for Design Reactor or any of its Subsidiaries after the Distribution Time and shall include the Enterprise Apps Former Business; provided that the Enterprise Apps Business shall not include any Inpixon Former Business.

(47) "***Enterprise Apps Contracts***" shall mean the following Contracts to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, whether or not in writing; provided that the term Enterprise Apps Contracts shall not include any Contract that is contemplated to be retained by Inpixon or any member of the Inpixon Group from and after the Distribution Time pursuant to any provision of this Agreement or any Ancillary Agreement:

(a) (i) any customer, reseller, distributor or development Contract entered into prior to the Distribution Time exclusively related to the Enterprise Apps Business and (ii) with respect to any customer, reseller, distributor or development contract or agreement entered into prior to the Distribution Time that relates to the Enterprise Apps Business but is not exclusively related to the Enterprise Apps Business, that portion of any such contract or agreement that primarily relates to the Enterprise Apps Business;

(b) (i) any supply or vendor Contract entered into prior to the Distribution Time exclusively related to the Enterprise Apps Business and (ii) with respect to any supply or vendor Contract entered into prior to the Distribution Time that relates to the Enterprise Apps Business but is not exclusively related to the Enterprise Apps Business, that portion of any such Contract that primarily relates to the Enterprise Apps Business;

(c) any joint venture or partnership Contract that relates primarily to the Enterprise Apps Business as of the Distribution Time;

(d) any guarantee, indemnity, representation, covenant, warranty or other Liability of either Party or any member of its Group in respect of any other Enterprise Apps Contract, any Enterprise Apps Liability or the Enterprise Apps Business;

(e) any Contract concerning Intellectual Property with any current or former CXApp Group employee, Inpixon Group employee, consultant of the CXApp Group or consultant of the Inpixon Group, in each case entered into prior to the Distribution Time (i) that is exclusively related to the Enterprise Apps Business or (ii) if not exclusively related to the Enterprise Apps Business, that portion of any such agreement that primarily relates to the Enterprise Apps Business;

(f) any Contract (including license agreements, coexistence agreements, and agreements with covenants not to sue) pursuant to which either Party or any member of its Group is granted by a third Person the right to use Intellectual Property used or held for use in the operation of the Enterprise Apps Business;

(g) any Contract that is expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be assigned to, or be a Contract in the name of, Design Reactor or any member of the CXApp Group;

(h) any interest rate, currency, commodity or other swap, collar, cap or other hedging or similar Contracts exclusively related to the Enterprise Apps Business;

(i) any credit or other financing Contract entered into by Design Reactor and/or any member of the CXApp Group in connection with the Separation;

(j) any Contract entered into in the name of, or expressly on behalf of, any division, business unit or member of the CXApp Group;

(k) any other Contract exclusively related to the Enterprise Apps Business or Enterprise Apps Assets;

(l) Enterprise Apps Leased Real Property; and

(m) any other Contracts or settlements set forth on Schedule 1.1(47), including the right to recover any amounts under such Contracts, leases or settlements.

(48) ***Enterprise Apps Environmental Liabilities***" shall mean any and all Environmental Liabilities, whether arising before, at or after the Distribution Time, to the extent relating to or resulting from or arising out of (i) the past, present or future operation, conduct or actions of the CXApp Group, Enterprise Apps Business or the past, present or future use of the Enterprise Apps Assets or (ii) the Enterprise Apps Former Businesses or Enterprise Apps Former Real Property, including, without limitation, any agreement, decree, judgment, or order relating to the foregoing entered into by Inpixon or any Affiliate of Inpixon prior to the Distribution Time, but in any event excluding the Excluded Environmental Liabilities.

(49) "***Enterprise Apps Former Businesses***" shall mean any Former Business that, at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was primarily managed by or associated with the Enterprise Apps Business as then conducted.

(50) "***Enterprise Apps Former Real Property***" shall mean any real property that at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was primarily owned, leased or operated in connection with the Enterprise Apps Business or any of the Enterprise Apps Former Businesses.

(51) "***Enterprise Apps Liabilities***" shall mean:

(i) any and all Liabilities of either Party or any members of its Group to the extent relating to, arising out of or resulting from (a)the operation or conduct of the Enterprise Apps Business, as conducted at any time prior to, at or after the Distribution Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority) of the CXApp Group and any and all Liability relating to, arising out of or resulting from any unclaimed property); (b)the operation or conduct of any business conducted by any member of the CXApp Group at any time after the Distribution Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority) of the CXApp Group and any and all Liability relating to, arising out of or resulting from any unclaimed property); or (c)any Enterprise Apps Asset, whether arising before, at or after the Distribution Time (including any Liability relating to, arising out of or resulting from Enterprise Apps Contracts, Shared Contracts (to the extent such Liability relates to the Enterprise Apps Business) and any real property and leasehold interests);

(ii) the Liabilities set forth on Schedule 1.1(51)(ii) and any and all other Liabilities that are expressly provided by this Agreement or any of the Ancillary Agreements as Liabilities to be assumed by Design Reactor or any other member of the CXApp Group, and all agreements, obligations and Liabilities of Design Reactor or any other member of the CXApp Group under this Agreement or any of the Ancillary Agreements;

(iii) any and all Liabilities reflected on the Design Reactor Balance Sheet or the accounting records supporting such balance sheet and any Liabilities incurred by or for Design Reactor or any member of the CXApp Group subsequent to the date of the Design Reactor Balance Sheet which, had they been so incurred on or before such date, would have been reflected on the Design Reactor Balance Sheet if prepared on a consistent basis, subject to any discharge of any of such Liabilities subsequent to the date of the Design Reactor Balance Sheet; it being understood that (A) the Design Reactor Balance Sheet shall be used to determine the types of, and methodologies used to determine those Liabilities that are included in the definition of Enterprise Apps Liabilities pursuant to this clause (iii) and; (B) the amounts set forth on the Design Reactor Balance Sheet should not be treated as minimum amounts or limitation on the amount of such Liabilities that are included in the definition of Enterprise Apps Liabilities pursuant to this clause (iii);

(iv) any and all Enterprise Apps Environmental Liabilities arising after the Distribution Time;

(v) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (A)the Spin-off Disclosure Documents or (B) any CXApp Disclosure;

(vi) for the avoidance of doubt, and without limiting any other matters that may constitute Enterprise Apps Liabilities, any Liabilities resulting from any Action to the extent relating to, arising out of or resulting from the Enterprise Apps Business, including all Actions listed on Schedule 1.1(51)(vi);

(vii) all Liabilities relating to, arising out of or resulting from any Indebtedness of any member of the CXApp Group or any Indebtedness secured primarily by any of the Enterprise Apps Assets; and

(viii) any and all other Liabilities that are held by the CXApp Group or the Inpixon Group immediately prior to the Distribution Time that were inadvertently omitted or assigned that, had the parties given specific consideration to such Liability as of the date of this Agreement, would have otherwise been classified as an Enterprise Apps Liability based on the principles set forth in this Section 1.1(51); provided, that no Liability shall be an Enterprise Apps Liability solely as a result of this clause (ix) unless a claim with respect thereto is made by Inpixon on or prior to the date that is twenty-four (24) months after the Distribution Time.

Notwithstanding the foregoing, the Enterprise Apps Liabilities shall not include any Liabilities that are (A)expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be Assumed by any member of the Inpixon Group, (B)expressly discharged pursuant to Section 2.4 of this Agreement, (C) Inpixon Retained Liabilities or (D) for Taxes that are governed by the Tax Matters Agreement or Employee Matters Agreement.

(52) "***Environmental Laws***" shall mean all Laws relating to pollution or protection of human health or safety or the environment, including Laws relating to the exposure to, or Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all laws relating to endangered or threatened species of fish, wildlife and plants and the management or use of natural resources.

(53) "***Environmental Liabilities***" shall mean Liabilities relating to Environmental Law or the Release or threatened Release of or exposure to Hazardous Substances, including, without limitation, the following: (i)actual or alleged violations of or non-compliance with any Environmental Law, including a failure to obtain, maintain or comply with any Environmental Permits; (ii)obligations arising under or pursuant to any applicable Environmental Law or Environmental Permit; (iii)the presence of Hazardous Substances or the introduction of Hazardous Substances to the environment at, in, on, under or migrating from any of the building, facility, structure or real property, including Liabilities relating to, resulting from or arising out of the investigation, remediation, or monitoring of such Hazardous Substances; (iv)natural resource damages, property damages, personal or bodily injury or wrongful death relating to the presence of or exposure to Hazardous Substances (including asbestos-containing materials), at, in, on, under

or migrating to or from any building, facility, structure or real property; (v)the transport, disposal, recycling, reclamation, treatment or storage, Release or threatened Release of Hazardous Substances at Off-Site Locations; and (vi)any agreement, decree, judgment, or order relating to the foregoing. The term " ***Environmental Liabilities***" does not include Liabilities arising in connection with claims for injuries to persons or property from products sold by or services provided by the CXApp Group, the Inpixon Group or their predecessors.

(54) "***Environmental Permit***" shall mean any permit, license, approval or other authorization under any applicable Law or of any Governmental Entity relating to Environmental Laws or Hazardous Substances.

(55) "***Exchange Act***" shall mean the United States Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

(56) "***Excluded Environmental Liabilities***" shall mean any and all Environmental Liabilities whether arising before, at or after the Distribution Time, to the extent relating to, resulting from, or arising out of the past, present or future operation, conduct or actions of any Inpixon Retained Business.

(57) "***Final Determination***" shall have the meaning set forth in the Tax Matters Agreement.

(58) "***Form S-1***" means the registration statement on FormS-1 filed by Spinco with the SEC to effect the registration of the Spinco Stock pursuant to Section12(b)or 12(g) of the Exchange Act in connection with the Distribution, including any amendments or supplements thereto.

(59) "***Former Business***" shall mean any corporation, partnership, entity, division, business unit or business (in each case, including any assets and liabilities comprising the same) that has been sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person or Persons that is not a member of the CXApp Group or the Inpixon Group or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated (in whole or in part), in each case, prior to the Distribution Time.

(60) "***Governmental Approvals***" shall mean any notices or reports to be submitted to, or other registrations or filings to be made with, or any consents, approvals, licenses, permits or authorizations to be obtained from, any Governmental Entity.

(61) "***Governmental Filing***" shall have the meaning set forth in Section 5.5(c).

(62) "***Governmental Entity***" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(63) "***Group***" shall mean (i) with respect to Inpixon, the Inpixon Group and (ii) with respect to Spinco and Design Reactor, the CXApp Group.

(64) "***Hazardous Substance***" shall mean (a)any substances defined, listed, classified or regulated as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," "wastes," "radioactive materials," "petroleum," "oils" or designations of similar import under any Environmental Law, or (b)any other chemical, material or substance that is regulated or for which liability can be imposed under any Environmental Law.

(65) "***Indebtedness***" shall mean, with respect to any Person, (i)the principal amount, prepayment and redemption premiums and penalties (if any), unpaid fees and other monetary obligations in respect of any indebtedness for borrowed money, whether short term or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (ii)any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (iii)all liabilities secured by any Security Interest on any assets of such Person, (iv)all liabilities under any interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements, (v)all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (vi)all interest bearing indebtedness for the deferred purchase price of property or services, (vii)all liabilities under any Credit Support Instruments, (viii)all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i)through (vii), and (ix)without duplication, all guarantees of indebtedness referred to in the foregoing clauses (i)through (viii), excluding in each case any obligations related to Taxes.

(66) "***Indemnifiable Loss***" and "***Indemnifiable Losses***" shall mean any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(67) "***Indemnifying Party***" shall have the meaning set forth in Section 5.4(a).

(68) "***Indemnitee***" shall have the meaning set forth in Section 5.4(a).

(69) "***Indemnity Payment***" shall have the meaning set forth in Section 5.7(a).

(70) "***Information***" shall mean information, content and data (including Personal Information) in written, oral, electronic, computerized, digital or other tangible or intangible media, including (i)books and records, whether accounting, legal or otherwise, ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, marketing plans, customer names and information (including prospects), technical information relating to the design, operation, testing, test results, development, and manufacture of any Party's or its Group's, or any of their partners', products, technologies or materials or facilities (including specifications and documentation; engineering, design and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; quality assurance policies, procedures and specifications; evaluation and validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); costs, margins and pricing; as well as product marketing studies and strategies; all other methodologies, procedures, techniques and Know-How related to discovery, research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files, documents; and (ii)financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including partner and supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(71) "***Inpixon***" shall have the meaning set forth in the Preamble.

(72) "***Inpixon Board***" shall have the meaning set forth in the Recitals.

(73) "***Inpixon CSIs***" shall have the meaning set forth in Section 2.10(d).

(74) "***Inpixon Former Business***" shall mean any Former Business (other than the Enterprise Apps Business or the Enterprise Apps Former Businesses) that, at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was primarily managed by or associated with the Inpixon Retained Business as then conducted.

(75) "***Inpixon Group***" shall mean (i)Inpixon, the Inpixon Retained Business and each Person that is a direct or indirect Subsidiary of Inpixon as of immediately following the Distribution Time and (ii) each Business Entity that becomes a Subsidiary of Inpixon after the Distribution Time.

(76) "***Inpixon Indemnitees***" shall mean each member of the Inpixon Group and each of their respective Affiliates from and after the Distribution Time and each member of the Inpixon Group's and such Affiliates' respective current, former and future directors, officers, employees and agents (solely in their respective capacities as current, former and future directors, officers, employees or agents of any member of the Inpixon Group or their respective Affiliates) and each of the heirs, executors, successors and assigns of any of the foregoing, except, for the avoidance of doubt, the CXApp Indemnitees.

(77) "***Inpixon Licensed Intellectual Property***" shall have the meaning set forth in Section 4.3(a).

(78) "***Inpixon Released Liabilities***" shall have the meaning set forth in Section 5.1(a)(i).

(79) "***Inpixon Retained Assets***" shall mean:

(i) all Assets set forth on Schedule 1.1(79)(i) and any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by Inpixon or any other member of the Inpixon Group, including for the avoidance of doubt all Inpixon Retained IP;

(ii) any and all Assets that are owned, leased or licensed, at or prior to the Distribution Time, by Inpixon and/or any of its Subsidiaries, that are not Enterprise Apps Assets; and

(iii) any and all Assets that are acquired or otherwise become an Asset of the Inpixon Group after the Distribution Time.

(80) "***Inpixon Retained Business***" shall mean (i)those businesses operated by the Inpixon Group prior to the Distribution Time which include, but are not limited to, (a) the IoT solutions for real-time location systems and indoor and outdoor positions solutions and sensor data services, (b) the digital solutions (eTearsheets, EInvoice and adDelivery) or cloud based applications and analytics for the advertising, media and publishing industries referred to as Shoom and (c) the data analytics and statistical visualization solutions for engineers and sciences referred to as SAVES by Inpixon, and in each case other than the Enterprise Apps Business, (ii)those Business Entities or businesses acquired or established by or for any member of the Inpixon Group after the Distribution Time, and (iii)any Inpixon Former Business; provided that Inpixon Retained Business shall not include any Enterprise Apps Former Business or Enterprise Apps Former Real Property.

(81) "***Inpixon Retained IP***" shall mean (i)all Intellectual Property owned or controlled by the Inpixon Group other than Enterprise Apps Intellectual Property and, to the extent not already included in the foregoing, (ii) the Inpixon Retained Names.

(82) "***Inpixon Retained Liabilities***" shall mean:

(i) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement as Liabilities to be retained or assumed by Inpixon or any other member of the Inpixon Group, and all agreements, obligations and other Liabilities of Inpixon or any member of the Inpixon Group under this Agreement or any of the Ancillary Agreements, including as set forth in Section 2.12(c)(ii);

(ii) any and all Liabilities of a member of the Inpixon Group to the extent relating to, arising out of or resulting from any Inpixon Retained Assets (other than Liabilities arising under any Shared Contracts to the extent such Liabilities relate to the Enterprise Apps Business);

(iii) the Liabilities listed on Schedule 1.1(82);

(iv) all Liabilities to the extent not relating to, arising out of or resulting from the operation or conduct of the Enterprise Apps Business; and

(v) any and all Liabilities of Inpixon and each of its Subsidiaries that are not Enterprise Apps Liabilities.

Notwithstanding the foregoing, the Inpixon Retained Liabilities shall not include any Liabilities for Taxes that are governed by the Tax Matters Agreement or the Employee Matters Agreement.

(83) "***Inpixon Retained Names***" shall mean the names and marks set forth in Schedule 1.1(83), and any Trademarks containing or comprising any of such names or marks, and any Trademarks derivative thereof or confusingly similar thereto, or any telephone numbers or other alphanumeric addresses or mnemonics containing any of the foregoing names or marks.

(84) "***Inpixon Stock***" shall mean common stock, par value $0.001 per share, of Inpixon.

(85) "***Insurance Proceeds***" shall mean those monies: (a)received by an insured Person from any insurer, insurance underwriter, mutual protection and indemnity club or other risk collective; or (b)paid on behalf of an insured Person by any insurer, insurance underwriter, mutual protection and indemnity club or other risk collective, on behalf of the insured, in either such case net of any costs or expenses incurred in the collection thereof; provided, however, that with respect to a captive insurance arrangement, Insurance Proceeds shall only include net amounts received by the captive insurer from a Third Party in respect of any captive reinsurance arrangement.

(86) "***Intellectual Property***" shall mean all U.S. and foreign rights, title and interest (whether statutory, common law or otherwise) in or relating to any intellectual property, including all: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, brand names and other

similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, "***Trademarks***"); (ii)patents and patent applications, and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions provisionals, renewals, extensions, patents of addition, supplementary protection certificates, utility models, inventors' certificates, or the like, and any foreign equivalents of any of the foregoing (including certificates of invention and any applications therefor) and all rights to claim priority from any of the foregoing (collectively, "***Patents***"); (iii)copyrights and copyrightable subject matter, whether or not registered or published, and all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated; (iv)trade secrets, and all other confidential or proprietary information, ideas, technology, Software, compositions, discoveries, improvements, know-how, inventions, designs, processes, techniques, formulae, models, and methodologies, in each case, whether or not patentable or copyrightable, but excluding issued Patents (collectively, "***Know-How***," and trade secrets together with confidential Know-How, "***Trade Secrets***"); (v)Internet domain names and social media accounts and addresses, and all registrations for any of the foregoing (collectively, "***Domain Names***"); and (vi) rights and remedies with respect to any past, present, or future infringement, misappropriation, or other violation of any of the foregoing in clauses (i) through (v), including, but not limited to, the right to sue for and collect the same.

(87) "***Intellectual Property Documentation***" shall mean: (i)correct and complete physical and electronic copies of all prosecution and maintenance files and dockets, registration certificates, litigation files and related opinions of counsel and correspondence for all issued, registered and applied-for items of Intellectual Property; (ii)all litigation files to the extent relating to any Actions brought for the infringement, dilution, misappropriation or other violation of any of the Intellectual Property; (iii)all books, records, files, ledgers or similar documentation used to track, organize or maintain any of the Intellectual Property; and (iv)copies of all acquisition agreements relating to the acquisition of any of the Intellectual Property.

(88) "***Internal Reorganization***" shall mean the contribution, allocation and transfer or assignment of (a) the Enterprise Apps Assets and the Enterprise Apps Liabilities from the Inpixon Group to Spinco and (2) the Inpixon Retained Assets and Inpixon Retained Liabilities from the CXApp Group to the Inpixon Group, including by means of the Conveyancing and Assumption Instruments, as may be amended prior to the Distribution Date only by written consent of Inpixon and Spinco.

(89) "***IT Assets***" shall mean all information technology, Software, computers, computer systems, communication systems, telecommunications equipment, databases, internet protocol addresses, data rights and documentation, reference, resource and training materials relating to any of the foregoing, and all Contracts (including Contract rights) relating to any of the foregoing (including Software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, Domain Name registration agreements, website hosting agreements, Software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, governmental permits, radio licenses and telecommunications agreements).

(90) "***Joint Claim***" shall mean any claim or series of related claims under any insurance policy that results or could reasonably be expected to result in the payment of Insurance Proceeds to or for the benefit of both one or more members of the Inpixon Group and one or more members of the CXApp Group.

(91) "***KINS***" shall have the meaning set forth in the Preamble.

(92) "***KINS Released Liabilities***" shall have the meaning set forth in Section 5.1(a)(iii).

(93) "***Law***" shall mean any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(94) "***Liabilities***" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein, in the Employee Matters Agreement or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be included in the definition of Liabilities.

(95) "***Liable Party***" shall have the meaning set forth in Section 2.9(b).

(96) "***Litigation Hold***" shall have the meaning set forth in Section 6.1.

(97) "***Merger***" shall have the meaning set forth in the Recitals.

(98) "***Merger Agreement***" shall have the meaning set forth in the Recitals.

(99) "***Merger Sub***" shall have the meaning set forth in the Recitals.

(100) "***Negotiation Period***" shall have the meaning set forth in Section 7.1.

(101) "***Off-Site Location***" shall mean any third party location that is not now nor has ever been owned, leased or operated by the Inpixon Group or the CXApp Group or any of their respective predecessors. "***Off-Site Location***" does not include any property that is adjacent to or neighboring any property formerly, currently or in the future owned, leased or operated by the Inpixon Group, the CXApp Group, or their respective predecessors that has been impacted by any Release of a Hazardous Substance from such properties.

(102) "***Other Inpixon Securities***" shall mean the other outstanding securities of Inpixon described on Schedule 1.1(102) that are entitled to participate in the Distribution on a pro rata basis together with the holders of Inpixon Stock as of the Record Date.

(103) "***Other Party***" shall have the meaning set forth in Section 2.9(a).

(104) "***Party***" and "***Parties***" shall have the meanings set forth in the Preamble.

(105) "***Person***" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(106) "***Personal Information***" shall mean any data or information that identifies, relates to, describes, is reasonably capable of being associated with, or could

reasonably be linked, directly or indirectly, with a particular natural person or household (including any information related to the health of a person) and any information derived from any of the foregoing, in addition to any definition for "personal information" or any similar term provided by applicable Law or by the applicable Party's privacy policies, notices or contracts (e.g., "personal data," "personally identifiable information" or "PII").

(107) "***Policies***" or "***Policy***" shall mean insurance policies and insurance contracts of any kind, including primary, excess and umbrella, comprehensive general liability, fiduciary, directors and officers, automobile, products, workers' compensation, employee dishonesty, property and crime insurance policies and self-insurance and captive insurance arrangements, and interests in insurance pools and programs held in the name of Inpixon or any of its Affiliates, together with the rights, benefits and privileges thereunder.

(108) "***Prime Rate***" shall mean the rate last quoted as of the time of determination by The Wall Street Journal as the "Prime Rate" in the United States or, if the Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate as of such time, or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Inpixon) or any similar release by the Federal Reserve Board (as determined by Inpixon).

(109) "***Privacy Laws***" shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the Processing of any Personal Information.

(110) "***Privacy Requirements***" shall mean all applicable Privacy Laws and all applicable policies, notices, and contractual obligations relating to the Processing of any Personal Information.

(111) "***Privilege***" shall have the meaning set forth in Section 6.7(a).

(112) "***Privileged Information***" shall have the meaning set forth in Section 6.7(a).

(113) "***Processing***" shall mean any operation or set of operations which is performed on any Personal Information or on any sets of any Personal Information, whether or not by automated means, such as, without limitation: receipt; collection; compilation; use; disposal; destruction; disclosure or transfer (including cross-border); recording; organization; structuring; safeguarding; storage; security (technical, physical and/or administrative); sharing; adaptation or alteration; retrieval; consultation; disclosure by transmission, dissemination or otherwise making available; alignment or combination; restriction; erasure; and/or destruction, in addition to any definition for "processing" or any similar term provided by applicable Law or by the applicable Party's privacy policies, notices or contracts.

(114) ***Prospectus***" shall mean the Prospectus included in the FormS-1 and any related documents to be provided to the holders of Inpixon Stock and Other Inpixon Securities in connection with the Distribution, including any potential revision of such Prospectus to be a combined proxy statement, prospectus and/or information statement in connection with the Merger, and including any amendment or supplement thereto.

(115) "***Record Date***" shall mean 5:00 p.m.New York time on the date to be determined by the Inpixon Board as the record date for determining stockholders of Inpixon and holders of Other Inpixon Securities entitled to receive shares of Spinco Stock in the Distribution.

(116) "***Record Holders***" shall mean the holders of record of Inpixon Stock and Other Inpixon Securities as of the Record Date.

(117) "***Release***" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

(118) "***Securities Act***" shall mean the Securities Act of 1933, together with the rules and regulations promulgated thereunder.

(119) "***Security Interest***" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(120) "***Separation***" shall have the meaning set forth in the Recitals.

(121) "***Shared Contract***" shall have the meaning set forth in Section 2.3(a).

(122) "***Software***" shall mean all: (i)computer programs, including all software implementations of algorithms, models and methodologies, whether in source code, object code, human readable form or other form; (ii)databases and compilations, including all data and collections of data, whether machine readable or otherwise; (iii)descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons, icons, web content and links; and (iv)documentation relating to any of the foregoing, including user manuals and other training documentation.

(123) "***Spinco Stock***" shall have the meaning set forth in the Recitals.

(124) "***Spin-off Disclosure Documents***" shall mean the Form S-1 and all exhibits thereto, including the Prospectus, and any current reports on Form 8-K, in each case as filed or furnished by Spinco with or to the Commission in connection with the Distribution or Merger or filed or furnished by Inpixon with or to the Commission solely to the extent such documents relate to Spinco, Design Reactor, the Distribution or the Merger.

(125) "***Subsidiary***" shall mean with respect to any Person (i)a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii)any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity.

(126) "***Tax***" or "***Taxes***" shall have the meaning set forth in the Tax Matters Agreement.

(127) "***Tax Contest***" shall have the meaning as set forth in the Tax Matters Agreement.

(128) "***Tax Matters Agreement***" shall mean that certain Tax Matters Agreement to be entered into between Inpixon and Design Reactor in connection with the

Separation, the Distribution and the other transactions contemplated by this Agreement, as such agreement may be modified or amended from time to time in accordance with its terms.

(129) "***Tax Returns***" shall have the meaning set forth in the Tax Matters Agreement.

(130) "***Taxing Authority***" shall have the meaning set forth in the Tax Matters Agreement.

(131) "***Third Party Agreements***" shall mean any agreements, arrangements, commitments or understandings between or among a Party (or any member of its Group) and any other Persons (other than either Party or any member of its respective Groups) (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute Enterprise Apps Assets or Enterprise Apps Liabilities, or Inpixon Retained Assets or Inpixon Retained Liabilities, such Contracts shall be assigned or retained pursuant to Article II).

(132) "***Third Party Claim***" shall have the meaning set forth in Section 5.4(b).

(133) "***Third Party Proceeds***" shall have the meaning set forth in Section 5.7(a).

(134) "***Transaction-related Expenses***" shall have the meaning set forth in Section 9.5.

(135) "***Transfer***" shall have the meaning set forth in Section 2.2(b)(i); and the term "***Transferred***" shall have its correlative meaning.

(136) "***Transferred Entities***" shall mean the entities set forth in Schedule 1.1(136).

(137) "***Transition Services Agreements***" shall mean either or both, as applicable, of those certain Transition Services Agreements to be entered into between Inpixon and Design Reactor or any members of their respective Groups in connection with the Distribution or the other transactions contemplated by this Agreement, as such agreements may be modified or amended from time to time in accordance with their terms.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibitsand Schedules shall be deemed references to Articles and Sectionsof, and Annexes, Exhibitsand Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Sectionor provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. Unless the context requires otherwise, references in this Agreement to "***Inpixon***" shall also be deemed to refer to the applicable member of the Inpixon Group, references to "***Design Reactor***" shall also be deemed to refer to the applicable member of the CXApp Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by Inpixon or Design Reactor shall be deemed to require Inpixon or Design Reactor, as the case may be, to cause the applicable members of the Inpixon Group or the CXApp Group, respectively, to take, or refrain from taking, any such action. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

ARTICLE II
THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective commercially reasonable efforts to consummate the transactions contemplated hereby, including the completion of the Internal Reorganization, a portion of which may have already been implemented prior to the date hereof.

Section 2.2 Restructuring: Transfer of Assets; Assumption of Liabilities.

(a) Internal Reorganization. Prior to the Distribution Time, except for Transfers contemplated by the Internal Reorganization or this Agreement or the Ancillary Agreements to occur after the Distribution Time, the Parties shall complete the Internal Reorganization, including by taking the actions referred to in Sections 2.2(b) and 2.2(c) below.

(b) Transfer of Assets. At or prior to the Distribution Time (it being understood that some of such Transfers may occur following the Distribution Time in accordance with Section 2.2(a) and Section 2.6), pursuant to the Conveyancing and Assumption Instruments and in connection with the Contribution:

(i) Transfer of Enterprise App Assets. Inpixon shall, and shall cause the applicable members of the Inpixon Group to transfer, contribute, assign and/or convey or cause to be transferred, contributed, assigned and/or conveyed ("***Transfer***") to Spinco, all of its right, title and interest in and to the Enterprise App Assets, and Spinco shall accept from Inpixon and the applicable members of the Inpixon Group all of Inpixon's and the other members of the Inpixon Group's respective direct or indirect rights, title and interest in and to the applicable Assets, including all of the outstanding shares of capital stock or other ownership interests, that are included in the Enterprise Apps Assets (it being understood that if any Enterprise Apps Asset shall be held by a Transferred Entity or a wholly owned Subsidiary of a Transferred Entity, such Enterprise Apps Asset may be transferred, contributed, assigned and/or conveyed to Spinco as a result of the transfer of all of Inpixon's equity interests in such Transferred Entity from Inpixon or the applicable members of the Inpixon Group to Design Reactor or the applicable Enterprise Apps Asset Transferees). Notwithstanding the foregoing, purely as a matter of administrative convenience, Spinco may direct the Inpixon Group to transfer, contribute, assign and convey certain Enterprise App Assets directly to Design Reactor or another subsidiary of Spinco (through formal assignments of the right to receive such Enterprise App Assets). Even if such direct assignment occurs for administrative convenience, the Parties acknowledge and agree that the Inpixon Group shall have legally contributed the Enterprise App Assets to Spinco, followed by the drop down of the Enterprise App Assets by Spinco to Design Reactor, and agree to consistently report the steps pursuant to the description immediately above.

(ii) Transfer of Inpixon Retained Assets. Spinco and Design Reactor shall, and shall cause the applicable members of the CXApp Group to Transfer to Inpixon or certain members of the Inpixon Group designated by Inpixon, all of its right, title and interest in and to the Inpixon Retained Assets, and Inpixon or the applicable members of the Inpixon Group shall accept from Spinco and Design Reactor and the applicable members of the CXApp Group all of Design Reactor's and the other members of the CXApp Group's respective direct or indirect rights, title and interest in and to the applicable Assets.

(iii) Any costs and expenses incurred after the Distribution Time to effect any Transfer contemplated by this Section 2.2(b) (including any transfer effected pursuant to Section 2.6) shall be paid by the Parties as set forth in Section 9.5. Other than costs and expenses incurred in accordance with the foregoing sentence, nothing in this Section 2.2(b) shall require any member of any Group to incur any material obligation or grant any material concession for the benefit of any member of any other Group in order to effect any transaction contemplated by this Section 2.2(b).

For the avoidance of doubt any Enterprise Apps Assets already held by the CXApp Group and any Inpixon Retained Assets already held by the Inpixon Group in each case immediately prior to the Internal Reorganization shall not need to be Transferred and, except as otherwise set forth in this Agreement shall remain with the CXApp Group or the Inpixon Group prior to and following the Distribution Time.

(c) Assumption of Liabilities. Except as otherwise specifically set forth in this Agreement or any Ancillary Agreement, from and after, the Distribution Time (i) pursuant to this Agreement or the applicable Conveyancing and Assumption Instruments, Spinco shall accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("***Assume***"), all of the Enterprise Apps Liabilities and (ii) pursuant to this Agreement or the applicable Conveyancing and Assumption Instruments, Inpixon shall, or shall cause a member of the Inpixon Group to, Assume all of the Inpixon Retained Liabilities, in each case, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, at or subsequent to the Distribution Time, (C) whether accruals for such Liabilities have been transferred to Design Reactor or the Enterprise Apps Transferees or included on a combined balance sheet of the Enterprise Apps Business or whether any such accruals are sufficient to cover such Liabilities, (D) where or against whom such Liabilities are asserted or determined, (E) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Inpixon Group or the CXApp Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates, (F) which entity is named in any Action associated with any Liability, or (G) any benefits, or lack thereof, that have been or may be obtained by the Inpixon Group or the CXApp Group in respect of such Liabilities.

(d) Consents. The Parties shall use their commercially reasonable efforts to obtain the Consents required to Transfer any Assets, Contracts, licenses, permits and authorizations issued by any Governmental Entity or parts thereof as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract; provided that Section 2.6, to the extent provided therein, shall apply thereto. The foregoing shall not preclude Design Reactor or any member of the CXApp Group from disputing in good faith with any third party (other than Inpixon or any member of the Inpixon Group) the validity of any Enterprise Apps Liabilities or raising any available defenses in connection therewith.

(e) It is understood and agreed by the Parties that certain of the Transfers referenced in Section 2.2(b) or Assumptions referenced in Section 2.2(c) have occurred prior to the date hereof and, as a result, no additional Transfers or Assumptions by any member of the Inpixon Group or the CXApp Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. Moreover, to the extent that any member of the Inpixon Group or the CXApp Group, as applicable, is liable for any Inpixon Retained Liability or Enterprise Apps Liability, respectively, by operation of Law immediately following any Transfer in accordance with this Agreement or any Conveyancing and Assumption Instruments, there shall be no need for any other member of the Inpixon Group or the CXApp Group, as applicable, to Assume such Liability in connection with the operation of Section 2.2(c) and, accordingly, no other member of such Group shall Assume any such Liability in connection with Section 2.2(c).

Section 2.3 Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Sections 2.2(a) and (b):

(a) Unless the Parties otherwise agree or the benefits of any Contract described in this Section 2.3 are expressly conveyed to the applicable Party pursuant to an Ancillary Agreement, and other than as provided by Article VIII, any Contract that is listed on Schedule 2.3(a) (a "***Shared Contract***") shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, at or after the Distribution Time, so that each Party or the members of their respective Groups as of the Distribution Time shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses; provided, however, that (x) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled, subject to Section 2.2(d)), and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended or has not for any other reason been assigned or amended, or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, (A) at the reasonable request of the Party (or the member of such Party's Group) to which the benefit of such Shared Contract inures in part, the Party for which such Shared Contract is, as applicable, an Inpixon Retained Asset or Enterprise Apps Asset shall, and shall cause each of its respective Subsidiaries to, for a period ending not later than six (6) months after the Distribution Date (unless the term of a Shared Contract (excluding any extensions thereof) ends at a later date, in which case for a period ending on such date), take such other reasonable and permissible actions to cause such member of the CXApp Group or the Inpixon Group, as the case may be, to receive the benefit of that portion of each Shared Contract that relates to the Enterprise Apps Business or the Inpixon Retained Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended to allow) a member of the applicable Group pursuant to this Section 2.3 and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Assumed by a member of the applicable Group pursuant to this Section 2.3; provided that the Party for which such Shared Contract is an Inpixon Retained Asset or an Enterprise Apps Asset, as applicable, shall be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such Shared Contract, as the case may be, and (B) the Party to which the benefit of such Shared Contract inures in part shall use commercially reasonable efforts to enter into a separate contract pursuant to which it procures such rights and obligations as are necessary such that it no longer needs to avail itself of the arrangements provided pursuant to this Section 2.3(a); provided that, the Party for which such Shared Contract is, as applicable, an Inpixon Retained Asset or Enterprise Apps Asset, any such Party's applicable Subsidiaries shall not be liable for any actions or omissions taken in accordance with clause (y) of this Section 2.3(a).

(b) Unless the Parties otherwise agree, each of Inpixon and Design Reactor shall, and shall cause the members of its Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party as of the Distribution Time and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law or good faith resolution of a Tax Contest).

Section 2.4 Intercompany Accounts, Loans and Agreements.

(a) Except as set forth in Section 5.1(b), all intercompany receivables and payables (other than (x) intercompany loans (which shall be governed by Section 2.4(c)), and (y) payables created or required by this Agreement, any Ancillary Agreement or any Continuing Arrangements) and intercompany balances, including in respect of any cash balances, any cash balances representing deposited checks or drafts or any cash held in any centralized cash management system between any member of the Inpixon Group, on the one hand, and any member of the CXApp Group, on the other hand, which exist and are reflected in the accounting records of the relevant Parties immediately prior to the Distribution Time, shall be paid, performed or otherwise settled on or prior to the Distribution Time, and all arrangements, understandings and agreements relating thereto are hereby terminated.

(b) As between the Parties (and the members of their respective Group) all payments and reimbursements received after the Distribution Time by one Party

(or member of its Group) that relate to a Business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and, promptly upon receipt by such Party of any such payment or reimbursement, such Party shall pay or shall cause the applicable member of its Group to pay over to the Party entitled thereto the amount of such payment or reimbursement without right of set-off.

(c) Each of Inpixon or any member of the Inpixon Group, on the one hand, and Spinco, on the other hand, will settle with the other Party, as the case may be, all intercompany loans, including any promissory notes, owned or owed by the other Party on or prior to the Distribution Time, it being understood and agreed by the Parties that all guarantees and Credit Support Instruments shall be governed by Section 2.10.

Section 2.5 Limitation of Liability; Intercompany Contracts. No Party nor any Subsidiary thereof shall be liable to the other Party or any Subsidiary of the other Party based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding between or among it and the other Party existing at or prior to the Distribution Time (other than pursuant to this Agreement, any Ancillary Agreement, any Continuing Arrangements, any Third Party Agreements, or pursuant to any other Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby) and each Party hereby terminates any and all Contracts, arrangements, courses of dealing or understandings between or among it and the other Party effective as of the Distribution Time (other than as set forth in this Agreement, any Ancillary Agreement, any Continuing Arrangements, any Third Party Agreements, or pursuant to any Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby), provided, however, that with respect to any Contract, arrangement, course of dealing or understanding between or among the Parties or any Subsidiaries thereof discovered after the Distribution Time, the Parties agree that such Contract, arrangement, course of dealing or understanding shall nonetheless be deemed terminated as of the Distribution Time with the only liability of the Parties in respect thereof to be the obligations incurred between the Parties pursuant to such Contract, arrangement, course of dealing or understanding between the Distribution Time and the time of discovery or later termination of any such Contract, arrangement, course of dealing or understanding.

Section 2.6 Transfers Not Effected at or Prior to the Distribution Time; Transfers Deemed Effective as of the Distribution Time

(a) To the extent that any Transfers or Assumptions contemplated by this Article II shall not have been consummated at or prior to the Distribution Time, the Parties shall use commercially reasonable efforts (taking into account any applicable restrictions or considerations, in each case relating to the contemplated Tax treatment of the transactions contemplated hereby) to effect such Transfers or Assumptions as promptly following the Distribution Time as shall be practicable. Nothing herein shall be deemed to require or constitute the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Subsidiaries shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents or Governmental Approvals for the Transfer of all Assets and Assumption of all Liabilities contemplated to be Transferred and Assumed pursuant to this Article II to the fullest extent permitted by applicable Law. In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Distribution Time, (i)the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii)the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.3) to be assigned for which any necessary Consents or Governmental Approvals are not received prior to the Distribution Time, the treatment of such Contracts shall, for the avoidance of doubt, be subject to Section 2.8 and Section 2.9, to the extent applicable. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Distribution Time to the relevant member or members of the Inpixon Group or the CXApp Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, the Parties agree that, as of the Distribution Time, subject to Section 2.2(c) and Section 2.9(b), each Party shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement.

(b) If and when the Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.6(a), are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected without further consideration in accordance with and subject to the terms of this Agreement (including Section 2.2) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue cost on any Party, be deemed to have become effective as of the Distribution Time.

(c) The Party (or relevant member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.6(a)or otherwise shall (i)not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii)be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be.

(d) After the Distribution Time, each Party (or any member of its Group) may receive mail, packages, electronic mail or other electronic communications and any other written communications properly belonging to another Party (or any member of its Group). Accordingly, at all times after the Distribution Time, each Party is hereby authorized to receive and, if reasonably necessary to identify the proper recipient in accordance with this Section 2.6(d), open all mail, packages, electronic mail or other electronic communication and any other written communications received by such Party that belongs to such other Party, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages, electronic mail or other electronic communication or any other written communications (or, in case the same also relates to the business of the receiving Party or another Party, copies thereof) to such other Party as provided for in Section 9.6; it being understood that if a Party receives a telephone call that relates to the business of the other Party, then the receiving Party shall inform the person making such telephone call to contact the other Party. The provisions of this Section 2.6(d)are not intended to, and shall not, be deemed to constitute an authorization by any Party to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of any other Party for service of process purposes.

(e) With respect to Assets and Liabilities described in Section 2.6(a), each of Inpixon and Spinco shall, and shall cause the members of its respective Group to, (i)treat for all Tax purposes (A)the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Distribution Time and (B)the deferred Liabilities as liabilities having been Assumed and owned by the Person intended to be subject to such Liabilities not later than the Distribution Time and (ii)neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law or good faith resolution of a Tax Contest).

Section 2.7 Conveyancing and Assumption Instruments. In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof, any Conveyancing and Assumption Instruments necessary to evidence the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets and the valid and effective Assumption by the applicable Party of its Assumed Liabilities for Transfers and Assumptions to be effected pursuant to the Laws of the State of Nevada, the State of California or the State of Delaware or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers or Assumptions to be effected pursuant to non-U.S. Laws, in such form as the Parties shall reasonably agree, including the Transfer of real property by mutually acceptable conveyance deeds as may be appropriate and in form and substance as may be required by the jurisdiction in which the real property is located; provided, that the allocation of Assets and Liabilities provided for in any Conveyancing and Assumption Instruments shall be consistent with the terms of this Agreement, unless otherwise approved in writing by the Parties. The Transfer of capital stock shall, to the extent necessary to evidence a valid Transfer, be effected by means of executed stock powers and notation on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to Transfer title to stock and, only to the extent required by applicable Law, by notation on public registries.

Section 2.8 Further Assurances; Ancillary Agreements.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.6, each of the Parties shall cooperate with each other and use (and shall cause its respective Subsidiaries and Affiliates to use) commercially reasonable efforts, at and after the Distribution Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, at and after the Distribution Time, each Party shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party (except as provided in Sections 2.2(b)(ii) and 2.6(c)) from and after the Distribution Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer or title, and to make all filings with, and to obtain all Consents and/or Governmental Approvals, any permit, license, Contract, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of any other Party (except as provided in Sections 2.2(b)(ii) and 2.6(c)), take such other actions as may be reasonably necessary to vest in such other Party such title and such rights as possessed by the transferring Party to the Assets allocated to such other Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest.

(c) Without limiting the foregoing, in the event that any Party (or member of such Party's Group) receives or retains any Assets (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) or is liable for any Liability that is otherwise allocated to any Person that is a member of the other Group pursuant to this Agreement or the Ancillary Agreements, such Party agrees to promptly Transfer, or cause to be Transferred such Asset or Liability to the other Party so entitled thereto (or member of such other Party's Group as designated by such other Party) at such other Party's expense. Prior to any such Transfer, such Asset or Liability, as the case may be, shall be held in accordance with the provisions of Section 2.6.

(d) At or prior to the Distribution Time, each of Inpixon and Spinco shall enter into, and/or (where applicable) shall cause a member or members of their respective Group to enter into, the Ancillary Agreements and any other Contracts reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

(e) At or prior to the Distribution Time, Inpixon and the CXApp Parties in their respective capacities as direct or indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of Inpixon or Subsidiary of the CXApp Parties, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 2.9 Novation of Liabilities; Indemnification.

(a) Each Party, at the request of any member of the other Party's Group (such other Party, the "***Other Party***"), shall use commercially reasonable efforts (taking into account any applicable restrictions or considerations, in each case relating to the contemplated Tax treatment of the transactions contemplated hereby) to obtain, or to cause to be obtained, any Consent, Governmental Approval, substitution or amendment required to novate or assign to the fullest extent permitted by applicable Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.3) and Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10), but solely to the extent that the Parties are jointly or each severally liable with regard to any such Contracts or Liabilities and such Contracts or Liabilities have been, in whole, but not in part, allocated to the first Party, or, if permitted by applicable Law, to obtain in writing the unconditional release of the applicable Other Party so that, in any such case, the members of the applicable Group shall be solely responsible for such Contracts or Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, Governmental Approval, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). In addition, with respect to any Action where any Party hereto is a defendant, when and if requested by such Party, the Other Party at its own cost will use commercially reasonable efforts to remove the requesting Party as a defendant to the extent that such Action relates solely to Assets or Liabilities that the Other Party (or any member of such requesting Party's Group) has been allocated pursuant to this Article II, and the Other Party will cooperate and assist in any required communication with any plaintiff or other related third party.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, Governmental Approval, release, substitution or amendment referenced in Section 2.9(a), the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract, license or other obligation that does not constitute a Liability of such Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who Assumed or retained such Liability as set forth in this Agreement (the "***Liable Party***") shall, or shall cause a member of its Group to, pay, perform and discharge fully all the obligations or other Liabilities of such Other Party or member of such Other Party's Group thereunder from and after the Distribution Time. For the avoidance of doubt, in furtherance of the foregoing, the Liable Party or a member of such Liable Party's Group, as agent or subcontractor of the Other Party or a member of such Other Party's Group, to the extent reasonably necessary to pay, perform and discharge fully any Liabilities, or retain the benefits (including pursuant to Section 2.6) associated with such Contract or license, is hereby granted the right to, among other things, (i)prepare, execute and submit invoices under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (ii)send correspondence relating to matters under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (iii)file Actions in the name of the Other Party (or the applicable member of such Other Party's Group) in connection with such Contract or license and (iv)otherwise exercise all rights in respect of such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group); provided that (y)such actions shall be taken in the name of the Other Party (or the applicable member of such Other Party's Group) only to the extent reasonably necessary or advisable in connection with the foregoing and (z)to the extent that there shall be a conflict between the provisions of this Section 2.9(b)and the

provisions of any more specific arrangement between a member of such Liable Party's Group and a member of such Other Party's Group, such more specific arrangement shall control. The Liable Party shall indemnify each Other Party and hold each of them harmless against any Liabilities (other than Liabilities of such Other Party) arising in connection therewith; provided, that the Liable Party shall have no obligation to indemnify the Other Party with respect to any matter to the extent that such Liabilities arise from such Other Party's willful breach, knowing violation of Law, fraud, misrepresentation or gross negligence in connection therewith, in which case such Other Party shall be responsible for such Liabilities; it being understood that any exercise of rights under this Agreement by such Other Party shall not be deemed to be willful breach, knowing violation of Law, fraud, misrepresentation or gross negligence. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or, at the direction of the Liable Party, to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of such Other Party pursuant to this Agreement). If and when any such Consent, Governmental Approval, release, substitution or amendment shall be obtained or such agreement, lease, license or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall, to the fullest extent permitted by applicable Law, promptly Transfer or cause the Transfer of all rights, obligations and other Liabilities thereunder of such Other Party or any member of such Other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall Assume such rights and Liabilities to the fullest extent permitted by applicable Law. Each of the applicable Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9.

Section 2.10 Guarantees; Credit Support Instruments.

(a) Except as otherwise specified in any Ancillary Agreement, at or prior to the Distribution Time or as soon as practicable thereafter, (i)Inpixon shall (with the reasonable cooperation of the applicable member of the CXApp Group) use its commercially reasonable efforts to have each member of the CXApp Group removed as guarantor of or obligor for any Inpixon Retained Liability to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(i), to the extent that they relate to Inpixon Retained Liabilities and (ii)Spinco shall (with the reasonable cooperation of the applicable member of the Inpixon Group) use commercially reasonable efforts to have each member of the Inpixon Group removed as guarantor of or obligor for any Enterprise Apps Liability, to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii), to the extent that they relate to Enterprise Apps Liabilities.

(b) At or prior to the Distribution Time, to the extent required to obtain a release from a guaranty:

(i) of any member of the Inpixon Group, Spinco shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which Spinco would be reasonably unable to comply or (B) which would be reasonably expected to be breached; and

(ii) of any member of the CXApp Group, Inpixon shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which Inpixon would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If Inpixon or Spinco is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a)and (b)of this Section 2.10, (i)Inpixon, to the extent a member of the Inpixon Group has assumed the underlying Liability with respect to such guaranty or Spinco, to the extent a member of the CXApp Group has assumed the underlying Liability with respect to such guaranty, as the case may be, shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article V) and shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii)Spinco shall reimburse the applicable member of the Inpixon Group for all out-of-pocket expenses incurred by it arising out of or related to any such guaranty; and (iii)each of Inpixon and Spinco, on behalf of themselves and the members of their respective Groups, agree not to renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, guaranty, lease, contract or other obligation for which another Party or member of such Party's Group is or may be liable without the prior written consent of such other Party, unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party.

(d) Inpixon and Spinco shall cooperate and Spinco shall use commercially reasonable efforts to replace all Credit Support Instruments issued by Inpixon or other members of the Inpixon Group on behalf of or in favor of any member of the CXApp Group or the Enterprise Apps Business (the "***Inpixon CSIs***") as promptly as practicable with Credit Support Instruments from Spinco or a member of the CXApp Group as of the Distribution Time. With respect to any Inpixon CSIs that remain outstanding after the Distribution Time, (i)Spinco shall, and shall cause the members of the CXApp Group to, jointly and severally indemnify and hold harmless the Inpixon Indemnitees for any Liabilities arising from or relating to such Credit Support Instruments, including, without limitation, any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such Inpixon CSIs in accordance with the terms thereof, (ii)Spinco shall reimburse the applicable member of the Inpixon Group for all out of pocket expenses incurred by it arising out of or related to any such Credit Support Instrument, and (iii)without the prior written consent of Inpixon, Spinco shall not, and shall not permit any member of the CXApp Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which Inpixon or any member of the Inpixon Group has issued any Credit Support Instruments which remain outstanding. Neither Inpixon nor any member of the Inpixon Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the CXApp Group or the Enterprise Apps Business after the expiration of any such Credit Support Instrument.

Section 2.11 Disclaimer of Representations and Warranties.

(a) EACH OF INPIXON (ON BEHALF OF ITSELF AND EACH MEMBER OF THE INPIXON GROUP), EACH OF THE CXAPP PARTIES (ON BEHALF OF ITSELF AND EACH MEMBER OF THE CXAPP GROUP) AND KINS UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT OR IN ANY CONTINUING ARRANGEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OR BUSINESS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET,INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. FOR THE AVOIDANCE OF DOUBT, THIS SECTION2.11 SHALL HAVE NO EFFECT ON

ANY REPRESENTATION OR WARRANTY MADE HEREIN, IN THE MERGER AGREEMENT OR IN ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, THE MERGER AGREEMENT OR ANY ANCILLARY AGREEMENT. EXCEPT AS MAYEXPRESSLY BE SET FORTH HEREIN OR THEREIN, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN " AS IS, WHERE IS" BASIS (AND,IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORMDEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I)ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST AND (II)ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

(b) Each of Inpixon (on behalf of itself and each member of the Inpixon Group), each of the CXApp Parties (on behalf of itself and each member of the CXApp Group) and KINS further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.11(a)is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both Inpixon or any member of the Inpixon Group, on the one hand, and Spinco or any member of the CXApp Group, on the other hand, are jointly or severally liable for any Inpixon Retained Liability or any Enterprise Apps Liability, respectively, then, the Parties and KINS intend that, notwithstanding any provision to the contrary under the Laws of such foreign jurisdictions, the provisions of this Agreement, the Merger Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties (except as otherwise provided in any such agreements), allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and KINS and their respective Subsidiaries.

(c) Each of the CXApp Parties hereby waives compliance by Inpixon and each and every member of the Inpixon Group with the requirements and provisions of any "bulk-sale" or "bulk transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Enterprise Apps Assets to Spinco or any member of the CXApp Group.

Section 2.12 Cash Management; Consideration.

(a) Except as provided in this Section 2.12, all cash and Cash Equivalents held by any member of the CXApp Group as of the Distribution Time shall be an Enterprise Apps Asset and all cash and Cash Equivalents held by any member of the Inpixon Group as of the Distribution Time shall be an Inpixon Retained Asset. To the extent that following the Distribution Time any Cash Equivalents are required to be transferred from any member of the Inpixon Group to any member of the CXApp Group or from any member of the CXApp Group to any member of the Inpixon Group to make effective the Internal Reorganization or the Contribution pursuant to this Agreement and the Ancillary Agreements (including if required by Law or regulation to effect the foregoing), the Party receiving such Cash Equivalents shall promptly transfer an amount in cash equal to such transferred Cash Equivalents back to the transferring Party so as not to override the allocations of Assets, Liabilities and expenses related to the Internal Reorganization and the Contribution contemplated by this Agreement and the Ancillary Agreements.

(b) In exchange for the Contribution, Spinco agrees, on or prior to the Distribution Date, to issue to Inpixon a number of newly issued, fully paid and nonassessable shares of Spinco Stock as is necessary to effect the Distribution and such that immediately following the Distribution Inpixon will hold none of the outstanding shares of Spinco Stock.

ARTICLE III
COMPLETION OF THE DISTRIBUTION

Section 3.1 Actions Prior to the Distribution. Prior to the Distribution Time, subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution:

(a) Notice to Nasdaq. Inpixon shall give Nasdaq not less than ten (10)days' advance notice of the Record Date in compliance with Rule10b-17 under the Exchange Act.

(b) Securities Law Matters. Spinco shall file with the Commission any amendments or supplements to the FormS-1 as may be necessary or advisable in order to cause the FormS-1 to become and remain effective as required by the Commission or federal, state or other applicable securities Laws. Inpixon and Spinco shall take all such action as may be necessary or advisable under the securities or "blue sky" Laws of the United States (and any comparable Laws under any non-U.S. jurisdiction) in connection with the transactions contemplated by this Agreement, the Merger Agreement and the Ancillary Agreements.

(c) Authorized Number of Shares. Prior to the Distribution, the Parties shall take all necessary action required to file an amendment to the Articles of Incorporation of Spinco with the Delaware Secretary of State to increase the number of authorized shares of Spinco Stock so that Spinco Stock then authorized shall be equal to the number of shares of Spinco Stock necessary to effect the Distribution.

(d) Availability of Information. Inpixon shall, as soon as is reasonably practicable after the FormS-1 is declared effective under the Exchange Act and the Inpixon Board has approved the Distribution, cause the Prospectus to be mailed to the Record Holders or, in connection with the delivery of a notice of Internet availability of the Prospectus to such holders, posted on the Internet.

(e) The Distribution Agent. Inpixon shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution.

(f) Consulting Agreement. At or prior to the Distribution Time, Design Reactor shall enter into the Consulting Agreement.

(g) Officers and Directors. At or prior to the Distribution Time, the Parties shall take all necessary action so that, as of the Distribution Time, the executive officers and directors of Spinco and Design Reactor will be as set forth in the Prospectus.

(h) Satisfying Conditions to the Distribution. Each of Inpixon, Spinco and Design Reactor shall cooperate to cause the conditions to the Distribution set forth in Section 3.3 to be satisfied and to effect the Distribution at the Distribution Time.

(i) Resignations and Removals. On or prior to the Distribution Date or as soon thereafter as practicable, (i)Inpixon shall cause all its employees and any employees of its Subsidiaries (excluding any employees of any members of the CXApp Group) to resign or be removed, effective as of the Distribution Time, from all positions as officers or directors of any member of the CXApp Group in which they serve, and (ii)Spinco shall cause all its employees and any employees of its Subsidiaries to resign, effective as of the Distribution Time, from all positions as officers or directors of any members of the Inpixon Group in which they serve. Notwithstanding the foregoing, no Person shall be required by any Party to resign from any position or office with another Party if such Person is disclosed in the FormS-1 as a Person who is to hold such

position or office following the Distribution.

(j) Contribution. On or prior to the Distribution Date, the Contribution shall have been made.

Section 3.2 Effecting the Distribution.

(a) Delivery of Spinco Stock. Upon consummation of the Distribution, Inpixon shall deliver to the Agent a book-entry authorization representing the Spinco Stock being distributed in the Distribution for the account of the Record Holders and shall take all such other actions (including delivering any other instruments of transfer required by applicable law) as may be necessary to effect the Distribution. The Agent shall hold such book-entry shares for the account of the Record Holders pending the Merger, as provided in Section 3.2 of the Merger Agreement. Immediately after the Distribution Time and prior to the Effective Time, the shares of Spinco Stock shall not be transferable and the transfer agent for the Spinco Stock shall not transfer any shares of Spinco Stock; provided, for the avoidance of doubt, that the exchange of such shares of Spinco Stock for shares of Acquirer Common Stock pursuant to the Merger shall not be deemed a transfer subject to the foregoing restrictions. The Distribution shall be deemed to be effective at the Distribution Time upon written authorization from Inpixon to the Agent to proceed with the Distribution.

(b) Subject to Section 3.1 and Section 3.2(c), except as set forth on Schedule 3.2(b), each Record Holder will be entitled to receive in the Distribution one share of Spinco Stock for each one share of Inpixon Stock held by such Record Holder on the Record Date or issuable to such Record Holder upon complete conversion or exercise of the Other Inpixon Securities, as applicable.

(c) No fractional shares will be distributed or credited to book-entry accounts in connection with the Distribution, and any such fractional share interests to which a Record Holder would otherwise be entitled shall not entitle such Record Holder to vote or to any other rights as a stockholder of Spinco. In lieu of any such fractional shares, Spinco will round up fractional shares that recipients of Spinco Stock will otherwise be entitled to receive, but for the provisions of this Section 3.2(c). Solely for purposes of computing fractional share interests pursuant to this Section 3.2(c) and Section 3.2(d), the beneficial owner of Inpixon Stock and Other Inpixon Securities held of record in the name of a nominee in any nominee account shall be treated as the Record Holder with respect to such shares or securities.

(d) Any shares of Spinco Stock that remain unclaimed by any Record Holder 180 days after the Distribution Date shall be delivered to Spinco, and Spinco or its transfer agent on its behalf shall hold such shares of Spinco Stock for the account of such Record Holder, and the Parties agree that all obligations to provide such shares of Spinco Stock shall be obligations of Spinco, subject in each case to applicable escheat or other abandoned property Laws, and Inpixon shall have no Liability with respect thereto.

(e) Until the shares of Spinco Stock are duly transferred in accordance with this Section 3.2 and applicable Law, from and after the Distribution Time, Spinco will regard the Persons entitled to receive such Spinco Stock as record holders of Spinco Stock in accordance with the terms of the Distribution without requiring any action on the part of such Persons. The Parties agree that, subject to any transfers of such shares, from and after the Distribution Time (i) each such holder will be entitled to receive all dividends, if any, payable on, and exercise voting rights and all other rights and privileges with respect to, the Spinco Stock then held by such holder, and (ii) each such holder will be entitled, without any action on the part of such holder, to receive evidence of ownership of Spinco Stock then held by such holder.

Section 3.3 Conditions to the Distribution. The consummation of the Distribution shall be subject to the satisfaction or waiver by Inpixon in its sole and absolute discretion, of the following conditions:

(a) Completion of the Internal Reorganization and Contribution. The Internal Reorganization and the Contribution shall have been completed substantially in accordance with Section 2.2, other than any Transfers and Assumptions or other actions that may occur after the Distribution Time in accordance with the terms of this Agreement.

(b) Execution of Ancillary Agreements. Each of the Ancillary Agreements shall have been duly executed and delivered by the parties thereto.

(c) Conditions to Inpixon Obligations in Merger Agreement. Each of the conditions in Section 9.1 and Section 9.3 of the Merger Agreement to Inpixon's obligations to consummate the Merger shall have been satisfied or waived (other than those conditions that by their nature are to be satisfied contemporaneously with the Distribution and/or the Merger; provided, that such conditions are capable of being satisfied at such time).

(d) Conditions to KINS Obligations in Merger Agreement. KINS shall have confirmed to Inpixon that each condition in Section 9.1 and Section 9.2 of the Merger Agreement to KINS's obligations to consummate the Merger has been satisfied or waived (other than those conditions that by their nature are to be satisfied contemporaneously with the Distribution and/or the Merger; provided, that such conditions are capable of being satisfied at such time).

ARTICLE IV
CERTAIN COVENANTS

Section 4.1 Cooperation. From and after the Distribution Time, and subject to the terms of and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause each of its respective Affiliates and employees to, (i)provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in connection with the completion of the transactions contemplated herein and in each Ancillary Agreement, (ii)reasonably assist the other Party in the orderly and efficient transition in becoming a separate company to the extent set forth in the Transition Services Agreements or as otherwise set forth herein (including, but not limited to, complying with Articles V, VI and VIII) and (iii)reasonably assist the other Party to the extent such Party is providing or has provided services, as applicable, pursuant to the Transition Services Agreements in connection with requests for information from, audits or other examinations of, such other Party by a Governmental Entity; in each case, except as otherwise set forth in this Agreement or may otherwise be agreed to by the Parties in writing, at no additional cost to the Party requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party, if applicable.

Section 4.2 Retained Names.

(a) As soon as is reasonably practicable, following the Distribution Date, Spinco shall, and shall cause the members of the CXApp Group, to change their respective names and cause their certificates of incorporation and bylaws (or equivalent organizational documents), as applicable, to be amended to remove the Inpixon Retained Names.

(b) Subject to Section 4.2(c), following the Distribution Date, unless otherwise directed by Inpixon in writing, Spinco shall, and shall cause the members of

the CXApp Group to, as soon as reasonably practicable, cease to make any use of any Inpixon Retained Names.

(c) Notwithstanding anything to the contrary in this Section 4.2, no member of the CXApp Group shall (i)be obligated to cease using or displaying any of the Inpixon Retained Names on any (A)non-public-facing, non-customer facing and non-vendor facing documents or materials or (B)executed copies of any Contract, in each case of (A)and (B), in existence, used or disseminated as of the Distribution Date which bear any of the Inpixon Retained Names, or (ii)be in breach of this Section 4.2 if, after the Distribution Date, it (x)uses any of the Inpixon Retained Names in a nominative manner in textual sentences referencing the historical relationship between Inpixon and the Inpixon Group, on the one hand, and the CXApp Group, on the other hand, which references are factually accurate and reasonably necessary to describe such historical relationship, (y)retains any copies of any books, records or other materials that, as of the Distribution Date, contain or display any of the Inpixon Retained Names and such copies are used solely for internal or archival purposes (and not public display) or (z) uses any of the Inpixon Retained Names to comply with applicable Laws or stock exchange regulations or for litigation, regulatory or corporate filings and documents filed by a member of the CXApp Group or any of its Affiliates with any Governmental Entity.

(d) Inpixon hereby grants to the CXApp Group a non-exclusive, sublicensable (through multiple tiers, solely for the benefit of the Enterprise Apps Business and not for the independent use of third parties), royalty-free, non-transferable (except in connection with a merger by a member of the CXApp Group), license to continue to use and display the Inpixon Retained Names for the periods set forth in this Section 4.2 in accordance with this Section 4.2.

(e) Any and all use of the Inpixon Retained Names by the CXApp Group and the goodwill afforded thereby shall inure to the sole benefit of Inpixon. Any use by the members of the CXApp Group of any of the Inpixon Retained Names as permitted in this Section 4.2 is subject to their use of the Inpixon Retained Names in a form and manner, and with standards of quality, of that in effect for the Inpixon Retained Names as of the Distribution Date. Spinco and the other members of the CXApp Group shall not knowingly use the Inpixon Retained Names in a manner that would reasonably be expected to reflect negatively on the Inpixon Retained Names or on Inpixon or any member of the Inpixon Group. Inpixon shall have the right to terminate the foregoing license, effective immediately, if any member of the CXApp Group fails to comply with the foregoing terms and conditions in this Section 4.2 in any material respect, and, in each case, such member of the CXApp Group has not cured such failure within thirty (30) days after such member of the CXApp Group's receipt of written notice from Inpixon of such failure. Each of Spinco and Design Reactor shall indemnify, defend and hold harmless Inpixon and the members of the Inpixon Group from and against any and all Indemnifiable Losses to the extent arising from or relating to the use by any member of the CXApp Group of the Inpixon Retained Names pursuant to this Section 4.2.

(f) Each of the Parties acknowledges and agrees that the remedy at Law for any breach of the requirements of this Section 4.2 may be inadequate and agrees and consents that without intending to limit any additional remedies that may be available, Inpixon and the members of the Inpixon Group shall be entitled to seek a temporary or permanent injunction, in any Action which may be brought to enforce any of the provisions of this Section 4.2.

Section 4.3 Limited License Grants.

(a) Inpixon Limited License Grants. Solely to the extent that any Intellectual Property (other than Trademarks) owned, controlled or purported to be owned or controlled by any member of the Inpixon Group has been used, practiced or otherwise exploited in the Enterprise Apps Business in the twelve (12) months prior to the Distribution Time or is reasonably anticipated to be used after the Distribution Time based on the written business or product plans of the Enterprise Apps Business (the "***Inpixon Licensed Intellectual Property***") existing as of the Distribution Time, Inpixon hereby grants, on behalf of itself and each member of the Inpixon Group, to each member of the CXApp Group, a royalty-free, fully paid-up, perpetual, irrevocable, sublicensable (through multiple tiers, but solely for the benefit of the CXApp Group and not for the independent use of third parties), non-transferable (except, in whole or in part, in connection with the transfer or sale of any business or division (by means of a reorganization, asset sale, stock sale, merger or otherwise) to which this license relates), worldwide, non-exclusive license in, to and under the Inpixon Licensed Intellectual Property to use, practice and otherwise exploit Inpixon Licensed Intellectual Property solely in or for the conduct of any business of the CXApp Group (except that, solely with respect to Patents included in the Inpixon Licensed Intellectual Property, such license shall be solely for use, practice or other exploitation in or for the conduct of the Enterprise Apps Business as conducted on or prior to the Distribution Time and reasonably anticipated extension or evolutions thereof that are not substitutes for any product or service of any member of the Inpixon Group as of the Distribution Time (for clarity, not including any member of the CXApp Group)).

(b) CXApp Limited License Grants. Solely to the extent that any Intellectual Property (other than Trademarks or Copyright in source code) owned, controlled or purported to be owned or controlled by any member of the CXApp Group has been used, practiced or otherwise exploited in the Inpixon Retained Business in the twelve (12) months prior to the Distribution Time or is reasonably anticipated to be used after the Distribution Time based on the written business or product plans of the Inpixon Retained Business (the "***CXApp Licensed Intellectual Property***"), Spinco hereby grants, on behalf of itself and each member of the CXApp Group, to each member of the Inpixon Group, a royalty-free, fully paid-up, perpetual, irrevocable, sublicensable (through multiple tiers, but solely for the benefit of the Inpixon Group and not for the independent use of third parties), non-transferable (except, in whole or in part, in connection with the transfer or sale of any business or division (by means of a reorganization, asset sale, stock sale, merger or otherwise) to which this license relates), worldwide, non-exclusive license in, to and under the CXApp Licensed Intellectual Property to use, practice and otherwise exploit CXApp Licensed Intellectual Property solely for use, practice or other exploitation in or for the conduct of the Inpixon Retained Business as conducted on or prior to the Distribution Time and reasonably foreseeable extensions or evolutions thereof that are not substitutes for current or reasonably foreseeable extensions or evolutions of any past or current product or service of any member of the CXApp Group as of the Distribution Time.

Section 4.4 No Restriction on Competition. It is the explicit intent of each of the Parties that the provisions of this Agreement shall not include any non-competition or other similar restrictive arrangements with respect to the range of business activities which may be conducted by the Parties. Accordingly, each of the Parties acknowledges and agrees that nothing set forth in this Agreement shall be construed to create any explicit or implied restriction or other limitation on (i)the ability of any party hereto to engage in any business or other activity which competes with the business of any other Party hereto or (ii)the ability of any party to engage in any specific line of business or engage in any business activity in any specific geographic area.

ARTICLE V
INDEMNIFICATION

Section 5.1 Release of Pre-Distribution Claims.

(a) Except (i)as provided in Section 5.1(b), (ii)as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (iii)for any matter for which any Party is entitled to indemnification pursuant to this Article V:

(i) Inpixon, for itself and each member of the Inpixon Group, its Affiliates as of the Distribution Time and, to the extent permitted by Law, all Persons who at any time prior to the Distribution Time were directors, officers, agents or employees of any member of the Inpixon Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Spinco and the other members of the CXApp Group, its Affiliates and all Persons who at any time prior to the Distribution Time were stockholders, directors, officers, agents or employees of any member of the CXApp Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators,

successors and assigns, from any and all Inpixon Retained Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed at or before the Distribution Time, including in connection with the Internal Reorganization, the Separation, the Distribution, the Merger and any of the other transactions contemplated hereunder and under the Merger Agreement and the Ancillary Agreements (such liabilities, the "***Inpixon Released Liabilities***") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the CXApp Groups in respect of any Inpixon Released Liabilities; provided, however, that nothing in this Section 5.1(a)(i) shall relieve any Person released in this Section 5.1(a)(i) who, after the Distribution Time, is a director, officer or employee of any member of the CXApp Group and is no longer a director, officer or employee of any member of the Inpixon Group from Liabilities arising out of, relating to or resulting from his or her service as a director, officer or employee of any member of the CXApp Group after the Distribution Time. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit Inpixon, any member of the Inpixon Group, or their respective Affiliates from commencing any Actions against any Spinco officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns with regard to matters arising from, or relating to, (i) theft of Inpixon Trade Secrets or (ii) intentional criminal acts by any such officers, directors, agents or employees.

(ii) Each of Spinco and Design Reactor, for itself and each member of the CXApp Group, its Affiliates as of the Distribution Time and, to the extent permitted by Law, all Persons who at any time prior to the Distribution Time were directors, officers, agents or employees of any member of the CXApp Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Inpixon and the other members of the Inpixon Group, its Affiliates and all Persons who at any time prior to the Distribution Time were stockholders, directors, officers, agents or employees of any member of the Inpixon Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Enterprise Apps Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed at or before the Distribution Time, including in connection with the Internal Reorganization, the Separation, the Distribution, the Merger and any of the other transactions contemplated hereunder and under the Merger Agreement and the Ancillary Agreements (such liabilities, the "***CXApp Released Liabilities***") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the Inpixon Group in respect of any CXApp Released Liabilities; provided, however that for purposes of this Section 5.1(a)(ii), the members of the CXApp Group shall also release and discharge any officers or other employees of any member of the Inpixon Group, to the extent any such officers or employees served as a director or officer of any members of the CXApp Group prior to the Distribution Time, from any and all Liability, obligation or responsibility for any and all past actions or failures to take action, in each case in their capacity as a director or officer of any such member of the CXApp Group, prior to the Distribution Time, including actions or failures to take action that may be deemed to have been negligent or grossly negligent. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit Spinco, any member of the CXApp Group, or their respective Affiliates from commencing any Actions against any Inpixon officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns with regard to matters arising from, or relating to, (i) theft of CXApp Group Trade Secrets or (ii) intentional criminal acts by any such officers, directors, agents or employees.

(iii) KINS, for itself and each of its Affiliates as of the Distribution Time and, to the extent permitted by Law, all Persons who at any time prior to the Distribution Time were directors, officers, agents or employees of KINS or any of its Affiliates (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Inpixon and the other members of the Inpixon Group, its Affiliates and all Persons who at any time prior to the Distribution Time were stockholders, directors, officers, agents or employees of any member of the Inpixon Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Enterprise Apps Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed at or before the Distribution Time, including in connection with the Internal Reorganization, the Separation, the Distribution, the Merger and any of the other transactions contemplated hereunder and under the Merger Agreement and the Ancillary Agreements (such liabilities, the "***KINS Released Liabilities***") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the Inpixon Group in respect of any KINS Released Liabilities; provided, however that for purposes of this Section 5.1(a)(iii), KINS and each of its Affiliates shall also release and discharge any officers or other employees of any member of the Inpixon Group, to the extent any such officers or employees served as a director or officer of any members of the CXApp Group prior to the Distribution Time, from any and all Liability, obligation or responsibility for any and all past actions or failures to take action, in each case in their capacity as a director or officer of any such member of the CXApp Group, prior to the Distribution Time, including actions or failures to take action that may be deemed to have been negligent or grossly negligent. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit KINS or any of its Affiliates from commencing any Actions against any Inpixon officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns with regard to matters arising from, or relating to, (i) theft of CXApp Group Trade Secrets or (ii) intentional criminal acts by any such officers, directors, agents or employees.

(b) Nothing contained in this Agreement, including Section 5.1(a) or Section 2.5, shall impair or otherwise affect any right of any Party or KINS and, as applicable, a member of such Party's Group or any of its Affiliates, as well as their respective heirs, executors, administrators, successors and assigns, to enforce this Agreement, the Merger Agreement any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement, the Merger Agreement or in any Ancillary Agreement to continue in effect after the Distribution Time. In addition, nothing contained in Section 5.1(a) shall release any person from:

(i) any Liability Assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement, including (A) with respect to Inpixon, any Inpixon Retained Liability and (B) with respect to Spinco, any Enterprise Apps Liability;

(ii) any Liability provided for in or resulting from any other Contract or arrangement that is entered into after the Distribution Time between any Party (and/or a member of such Party's or Parties' Group), on the one hand, and any other Party or Parties (and/or a member of such Party's or Parties' Group), on the other hand;

(iii) any Liability with respect to any Continuing Arrangements;

(iv) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or otherwise for Actions brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article V and, if applicable, the appropriate provisions of the Ancillary Agreements;

(v) the obligations of Inpixon, Spinco, Design Reactor, KINS or the other parties to the Merger Agreement to consummate the Merger and the other transactions expressly contemplated to occur at the Closing, subject to the terms and conditions of the Merger Agreement; and

(vi) any Liability the release of which would result in a release of any Person other than the Persons released in Section 5.1(a); provided that the Parties

and KINS agree not to bring any Action or permit any other member of their respective Group or any of their Affiliates to bring any Action against a Person released in Section 5.1(a) with respect to such Liability.

In addition, nothing contained in Section 5.1(a)shall release: (i)Inpixon from indemnifying any director, officer or employee of the CXApp Group who was a director, officer or employee of Inpixon or any of its Affiliates prior to the Distribution Time, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to then-existing obligations; it being understood that if the underlying obligation giving rise to such Action is an Enterprise Apps Liability, each of Spinco and Design Reactor shall indemnify Inpixon for such Liability (including Inpixon's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V; and (ii)Spinco from indemnifying any director, officer or employee of the Inpixon Group who was a director, officer or employee of Design Reactor or any of its Affiliates prior to the Distribution Time, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to then-existing obligations; it being understood that if the underlying obligation giving rise to such Action is an Inpixon Retained Liability, Inpixon shall indemnify Spinco for such Liability (including Spinco's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V.

(c) Each Party and KINS shall not, and shall not permit any member of its Group or any of their respective Affiliates to, make any claim for offset, or commence any Action, including any claim of contribution or any indemnification, against any other Party or KINS or any member of any other Party's Group or their respective Affiliates, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a).

(d) If any Person associated with a Party or KINS (including any director, officer or employee of a Party or KINS) initiates any Action with respect to claims released by this Section 5.1, the Party or KINS with which such Person is associated shall be responsible for the fees and expenses of counsel of the other Party or KINS, as the case may be (and/or the members of such Party's Group or their Affiliates, as applicable) and such other Party or KINS, as the case may be, shall be indemnified for all Liabilities incurred in connection with such Action in accordance with the provisions set forth in this Article V.

Section 5.2 Indemnification by Inpixon. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Distribution Time, Inpixon shall indemnify, defend and hold harmless the CXApp Indemnitees from and against any and all Indemnifiable Losses of the CXApp Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a)the Inpixon Retained Liabilities, including the failure of any member of the Inpixon Group or any other Person to pay, perform or otherwise discharge any Inpixon Retained Liability in accordance with its respective terms, whether arising prior to, at or after the Distribution Time, (b)any Inpixon Retained Asset or Inpixon Retained Business, whether arising prior to, at or after the Distribution Time, or (c)any breach by Inpixon of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

Section 5.3 Indemnification by Spinco, Design Reactor and KINS. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Distribution Time, each of Spinco and Design Reactor shall and shall cause the other members of the CXApp Group to indemnify, defend and hold harmless the Inpixon Indemnitees from and against any and all Indemnifiable Losses of the Inpixon Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a)the Enterprise Apps Liabilities, including the failure of any member of the CXApp Group or any other Person to pay, perform or otherwise discharge any Enterprise Apps Liability in accordance with its respective terms, whether prior to, at or after the Distribution Time, (b)any Enterprise Apps Asset or Enterprise Apps Business, whether arising prior to, at or after the Distribution Time, or (c)any breach by Spinco or Design Reactor of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder. From and following the Distribution Time, KINS shall and shall cause its Subsidiaries to, indemnify, defend and hold harmless the Inpixon Indemnitees from and against any and all Indemnifiable Losses of the Inpixon Indemnitees pursuant to this Article V to the extent not paid by a member of the CXApp Group.

Section 5.4 Procedures for Indemnification.

(a) Direct Claims. Other than with respect to Third Party Claims, which shall be governed bySection 5.4(b), each Inpixon Indemnitee and CXApp Indemnitee (each, an "***Indemnitee***") shall notify in writing, with respect to any matter that such Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement, the Party which is or may be required pursuant to this Article V or pursuant to any Ancillary Agreement to make such indemnification (the "***Indemnifying Party***"), within forty-five (45) days of such determination, stating in such written notice the amount of the Indemnifiable Loss claimed, if known, and, to the extent practicable, method of computation thereof, and referring to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. The Indemnifying Party will have a period of forty-five (45) days after receipt of a notice under this Section 5.4(a)within which to respond thereto. If the Indemnifying Party fails to respond within such period, the Liability specified in such notice from the Indemnitee shall be conclusively determined to be a Liability of the Indemnifying Party hereunder. If such Indemnifying Party responds within such period and rejects such claim in whole or in part, the disputed matter shall be resolved in accordance with Article VII.

(b) Third Party Claims. If a claim or demand is made against an Indemnitee by any Person who is not a member of the Inpixon Group or the CXApp Group or KINS or their respective Affiliates (a "***Third Party Claim***") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing (which notice obligation may be satisfied by providing copies of all notices and documents received by the Indemnitee relating to the Third Party Claim), and in reasonable detail, of the Third Party Claim promptly (and in any event within the earlier of (x) forty-five (45) days or (y)two (2)Business Days prior to the final date of the applicable response period under such Third Party Claim) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this or the preceding sentence shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten (10) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. For all purposes of this Section 5.4(b), each Party shall be deemed to have notice of the matters set forth on Schedule 1.1(50)(vii).

(c) Other than in the case of (i)Taxes addressed in the Tax Matters Agreement or Employee Matters Agreement, which shall be addressed as set forth therein or (ii)indemnification by a beneficiary Party of a guarantor Party pursuant to Section 2.10(c)(the defense of which shall be controlled by the beneficiary Party), the Indemnifying Party shall be entitled, if it so chooses, to assume the defense thereof, and if it does not assume the defense of such Third Party Claim, to participate in the defense of any Third Party Claim in accordance with the terms of Section 5.5 at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel, that is reasonably acceptable to the Indemnitee, within thirty (30) days of the receipt of an indemnification notice from such Indemnitee; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x)is an Action by a Governmental Entity, (y)involves an allegation of a criminal violation or (z)seeks injunctive relief against the Indemnitee. In connection with the Indemnifying Party's defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any

event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event of a conflict of interest between the Indemnifying Party and the applicable Indemnitee(s), or in the event that any Third Party Claim seeks equitable relief which would restrict or limit the future conduct of the Indemnitee's business or operations, such Indemnitee(s)shall be entitled to retain, at the Indemnifying Party's expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter; provided further, that if the Indemnifying Party has assumed the defense of the Third Party Claim but has specified, and continues to assert, any reservations or exceptions to such defense or to its liability therefor, then, in any such case, the reasonable fees and expenses of one separate counsel for all Indemnitees shall be borne by the Indemnifying Party. The Indemnifying Party shall have the right to compromise or settle a Third Party Claim the defense of which it shall have assumed pursuant to this Section 5.4(c), and any such settlement or compromise made or caused to be made of a Third Party Claim in accordance with this Article V shall be binding on the Indemnitee, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnitee unless such settlement (A)completely and unconditionally releases the Indemnitee in connection with such matter, (B)provides relief consisting solely of money damages borne by the Indemnifying Party and (C)does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(d) If an Indemnifying Party fails for any reason to assume responsibility for defending a Third Party Claim within the period specified in this Section 5.4, such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If an Indemnifying Party has failed to assume the defense of the Third Party Claim within the time period specified in clause (c)above, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(e) Except as otherwise set forth in Section 6.6 and Section 7.3, or to the extent set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the indemnification provisions of this Article V shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement or any Ancillary Agreement and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article V against any Indemnifying Party. For the avoidance of doubt, all disputes in respect of this Article V shall be resolved in accordance with Article VII.

(f) Notwithstanding the foregoing, to the extent any Ancillary Agreement provides procedures for indemnification that differ from the provisions set forth in this Section 5.4, the terms of the Ancillary Agreement will govern.

(g) The provisions of this Article V shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the date of this Agreement. There shall be no requirement under this Section 5.4 to give a notice with respect to any Third Party Claim that exists as of the Distribution Time. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the Actions) may be partly Inpixon Liabilities and partly Enterprise Apps Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in Article VII. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third Party Claim is being resolved.

Section 5.5 Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both the CXApp Group (or KINS and its Subsidiaries, as applicable) and the Inpixon Group in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, Design Reactor (or Spinco or KINS, as applicable) and Inpixon agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that, to the extent reasonably practicable, will preserve for all Parties any Privilege with respect thereto). The Party that is not responsible for managing the defense of any such Third Party Claim shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 5.5(a)shall derogate from any Party's rights to control the defense of any Action in accordance with Section 5.4.

(b) Notwithstanding anything to the contrary in this Agreement, with respect to any Action (i)by a Governmental Entity against Design Reactor or any member of the CXApp Group relating to matters involving anti-bribery, anti-corruption, anti-money laundering, export control and similar laws, where the facts and circumstances giving rise to the Action occurred prior to the Distribution Time and (ii)where the resolution of such Action by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that adversely impacts the conduct of the Inpixon Retained Businesses, Inpixon shall have, at Inpixon's expense, the reasonable opportunity to consult, advise and comment on preparation regarding any such Action, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by Design Reactor or any member of the CXApp Group to any third party involved in such Action (including any Governmental Entity), to the extent that Inpixon's participation does not affect the defense of any such Action or any privilege in an adverse manner; provided that to the extent that any such action requires the submission by Design Reactor or any member of the CXApp Group of any content relating to any current or former officer or director of Inpixon, such content will only be submitted in a form approved by Inpixon in its reasonable discretion.

(c) Notwithstanding anything to the contrary in this Agreement, with respect to any notices or reports to be submitted to, or reporting, disclosure, filing or other requirements to be made with, any Governmental Entity by Design Reactor or any member of the CXApp Group or its Subsidiaries ("***Governmental Filing***") where the Governmental Filing requires disclosure of facts, information or data that relate, in whole or in part, to periods prior to the Distribution Time, Inpixon shall have the reasonable opportunity to consult, advise and comment on the preparation and content of any such Governmental Filing in advance of its submission to a Governmental Entity, and Design Reactor or the applicable member of the CXApp Group shall in good faith consider and take into account any comments so provided by Inpixon with respect to such Governmental Filing.

(d) Each of Inpixon, and each of the CXApp Parties agrees that at all times from and after the Distribution Time, if an Action is commenced by a third party naming two (2)or more Parties (or any member of such Parties' respective Groups) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement or any Ancillary Agreement, then the other Party or Parties shall use commercially reasonable efforts at its own expense to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

Section 5.6 Indemnification Payments. After the date on which (i) Indemnifying Party's response to the Indemnitee's notice under Section 5.4(a) is received by Indemnitee, in the case of a claim other than a Third Party Claim, or (ii) Indemnifying Party receives Indemnitee's notice of a Third Party Claim under Section 5.4(b), in the case of a Third Party Claim, indemnification required by this Article V shall be made by periodic payments of the amount of Indemnifiable Losses in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss incurred.

Section 5.7 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any recovery by any Indemnitee for any Indemnifiable Loss subject to indemnification pursuant to this Article V shall be calculated (i)net of Insurance Proceeds actually received by such Indemnitee with respect to any Indemnifiable Loss (which such proceeds shall be reduced by the present value, based on that Party's then cost of short-term borrowing, of future premium increases known at such time) and (ii)net of any proceeds actually received by the Indemnitee from any unaffiliated third party with respect to any such Liability corresponding to the Indemnifiable Loss ("***Third Party Proceeds***"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article V to any Indemnitee pursuant to this Article V shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee corresponding to the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party corresponding to any Indemnifiable Loss (an "***Indemnity Payment***") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer or other third party that would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other third party shall be entitled to a "windfall" (*e.g.*, a benefit they would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that they would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Article V. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Actions to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

Section 5.8 Contribution. If the indemnification provided for in this Article V is unavailable for any reason to an Indemnitee (other than failure to provide notice with respect to any Third Party Claims in accordance with Section 5.4(b)) in respect of any Indemnifiable Loss, then the Indemnifying Party shall, in accordance with this Section 5.8, contribute to the Indemnifiable Losses incurred, paid or payable by such Indemnitee as a result of such Indemnifiable Loss in such proportion as is appropriate to reflect the relative fault of Spinco and each other member of the CXApp Group, on the one hand, and Inpixon and each other member of the Inpixon Group, on the other hand, in connection with the circumstances which resulted in such Indemnifiable Loss. With respect to any Indemnifiable Losses arising out of or related to information contained in the Spin-off Disclosure Documents or other securities law filing, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact relates to information regarding the Enterprise Apps Business supplied by a member of the CXApp Group, on the one hand, or regarding the Inpixon Retained Business supplied by a member of the Inpixon Group, on the other hand.

Section 5.9 Additional Matters; Survival of Indemnities.

(a) The indemnity agreements contained in this Article V shall remain operative and in full force and effect, regardless of (i)any investigation made by or on behalf of any Indemnitee; and (ii)the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder. The indemnity agreements contained in this Article V shall survive the Distribution.

(b) The rights and obligations of any member of the Inpixon Group, any member of the CXApp Group or KINS, in each case, under this ArticleV shall survive (i)the sale or other Transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any Liabilities and (ii)any merger, consolidation, business combination, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries.

(c) Notwithstanding anything in this Agreement to the contrary, to the extent any Ancillary Agreement contains any specific, express indemnification obligation or contribution obligation relating to any Asset or Liability contributed, assumed, retained, transferred, delivered or conveyed pursuant to such Ancillary Agreement, or relating to any other specific matter, the indemnification obligations contained herein shall not apply to such Asset or Liability, or such other specific matter, and instead the indemnification and/or contribution obligations set forth in such Ancillary Agreement shall govern.

ARTICLE VI
PRESERVATION OF RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGE

Section 6.1 Preservation of Corporate Records. Except as otherwise required or agreed in writing, or as otherwise provided in any Ancillary Agreement, with regard to any Information referenced in Section 6.2, each Party shall use its commercially reasonable efforts, at such Party's sole cost and expense, to retain, until the latest of, as applicable, (i)the date on which such Information is no longer required to be retained pursuant to the applicable record retention policy of Inpixon or such other member of the Inpixon Group, respectively, as in effect immediately prior to the Distribution Time, including, without limitation, pursuant to any "***Litigation Hold***" issued by Inpixon or any of its Subsidiaries prior to the Distribution Time, (ii)the concluding date of any period as may be required by any applicable Law, (iii)the concluding date of any period during which such Information relates to a pending or threatened Action which is known to the members of the Inpixon Group or the CXApp Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire, and (iv)the concluding date of any period during which the destruction of such Information could interfere with a pending or threatened investigation by a Governmental Entity which is known to the members of the Inpixon Group or the CXApp Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire; provided that with respect to any pending or threatened Action arising after the Distribution Time, clause (iii)of this sentence applies only to the extent that whichever member of the Inpixon Group or the CXApp Group, as applicable, is in possession of such Information has been notified in writing pursuant to a "***Litigation Hold***" by the other Party of the relevant pending or threatened Action. The Parties agree that upon written request from the other that certain Information relating to the Enterprise Apps Business, the Inpixon Retained Businesses or the transactions contemplated hereby be retained in connection with an Action, the Parties shall use reasonable efforts to preserve and not to destroy or dispose of such Information without the consent of the requesting Party.

Section 6.2 Access to Information. Other than in circumstances in which indemnification is sought pursuant to Article V (in which event the provisions of such Article V shall govern) or for matters related to provision of Tax records (in which event the provisions of the Tax Matters Agreement and Employee Matters Agreement shall govern) and subject to appropriate restrictions for Privileged Information or Confidential Information:

(a) After the Distribution Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, Design Reactor for specific and identified Information:

(i) that (x)relates to Design Reactor or the Enterprise Apps Business, as the case may be, prior to the Distribution Time or (y)is necessary for Design Reactor to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which Inpixon and/or Design Reactor are parties, Inpixon shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Design Reactor has a reasonable need for such originals) in the possession or control of Inpixon or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Design Reactor; provided that, to the extent any originals are delivered to Design Reactor pursuant to this Agreement or the Ancillary Agreements, Design Reactor shall, at its own expense, return them to Inpixon within a reasonable time after the need to retain such originals has ceased; provided further that, such obligation to provide any requested Information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided further that, in the event that Inpixon, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 6.3) would violate any Law or Contract with a third party or could reasonably result in the waiver of any Privilege, Inpixon shall not be obligated to provide such Information requested by Design Reactor;

(ii) that (x)is required by Design Reactor with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on Design Reactor (including under applicable securities laws) by a Governmental Entity having jurisdiction over Design Reactor, or (y)is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, Inpixon shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Design Reactor has a reasonable need for such originals) in the possession or control of Inpixon or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Design Reactor; provided that, to the extent any originals are delivered to Design Reactor pursuant to this Agreement or the Ancillary Agreements, Design Reactor shall, at its own expense, return them to Inpixon within a reasonable time after the need to retain such originals has ceased; provided further that, in the event that Inpixon, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 6.3) would violate any Law or Contract with a third party or waive any Privilege, Inpixon shall not be obligated to provide such Information requested by Design Reactor; or

(b) After the Distribution Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, Inpixon for specific and identified Information:

(i) that (x)relates to matters prior to the Distribution Time or (y)is necessary for Inpixon to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which Inpixon and/or Design Reactor are parties, Design Reactor shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Inpixon has a reasonable need for such originals) in the possession or control of Design Reactor or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Inpixon; provided that, to the extent any originals are delivered to Inpixon pursuant to this Agreement or the Ancillary Agreements, Inpixon shall, at its own expense, return them to Design Reactor within a reasonable time after the need to retain such originals has ceased; provided further that, in the event any such access or the provision of any such Information (including information requested under Section 6.3) would violate any Law or Contract with a third party or waive any Privilege, Design Reactor shall not be obligated to provide such Information requested by Inpixon.

(ii) that (x)is required by Inpixon with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on Inpixon (including under applicable securities laws) by a Governmental Entity having jurisdiction over Inpixon, or (y)is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, Design Reactor shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Inpixon has a reasonable need for such originals) in the possession or control of Design Reactor or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Inpixon; provided that, to the extent any originals are delivered to Inpixon pursuant to this Agreement or the Ancillary Agreements, Inpixon shall, at its own expense, return them to Design Reactor within a reasonable time after the need to retain such originals has ceased.

(c) Each of Inpixon and the CXApp Parties shall inform their respective officers, employees, agents, consultants, advisors, authorized accountants, counsel and other designated representatives who have or have access to the other Party's Confidential Information or other information provided pursuant to this Article VI of their obligation to hold such information confidential in accordance with the provisions of this Agreement.

Section 6.3 Auditors and Audits.

(a) Until the first Design Reactor fiscal year end occurring after the Distribution Time and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date occurs, each Party shall provide or provide access to the other Party on a timely basis, all information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its annual financial statements and for management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated by the Commission and, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder.

(b) In the event a Party restates any of its financial statements that include such Party's audited or unaudited financial statements with respect to any balance sheet date or period of operation as of the end of and for the 2021 fiscal year and the five (5)year period ending December31, 2021, such Party will deliver to the other Party a substantially final draft, as soon as the same is prepared, of any report to be filed by such first Party with the Commission that includes such restated audited or unaudited financial statements (the "***Amended Financial Report***"); provided, however, that such first Party may continue to revise its Amended Financial Report prior to its filing thereof with the Commission, which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, however, that such first Party's financial personnel will actively consult with the other Party's financial personnel regarding any changes which such first Party may consider making to its Amended Financial Report and related disclosures prior to the anticipated filing of such report with the Commission, with particular focus on any changes which would have an effect upon the other Party's financial statements or related disclosures. Each Party will reasonably cooperate with, and permit and make any necessary employees available to, the other Party, in connection with the other Party's preparation of any Amended Financial Reports.

Section 6.4 Witness Services. At all times from and after the Distribution Time, each of Inpixon and Design Reactor shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i)such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and (ii)there is no conflict in the Action between the requesting Party and the other Party. A Party providing a witness to the other Party under this Section 6.4 shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be reasonably incurred and properly paid under applicable Law.

Section 6.5 Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing Information or access to Information to the other Party under this Article VI shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in providing such Information or access to such Information.

Section 6.6 Confidentiality.

(a) Notwithstanding any termination of this Agreement, and except as otherwise provided in the Ancillary Agreements, each of Inpixon and Design Reactor shall hold, and shall cause their respective Affiliates and their officers, employees, agents, consultants and advisors to hold, in strict confidence (and not to disclose or release or, except as otherwise permitted by this Agreement or any Ancillary Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of the Party to whom the Confidential Information relates (which may be withheld in such Party's sole and absolute discretion, except where disclosure is required by applicable Law)), any and all Confidential Information concerning or belonging to the other Party or its Affiliates; provided that each Party may disclose, or may permit disclosure of, Confidential Information (i)to its respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such Information for auditing and other non-commercial purposes and are informed of the obligation to hold such Information confidential and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii)if any Party or any of its respective Subsidiaries is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange ruleor is advised by outside counsel in connection with a proceeding brought by a Governmental Entity that it is advisable to do so, (iii)as required in connection with any legal or other proceeding by one Party against the other Party or in respect of claims by one Party against the other Party brought in a proceeding, (iv)as necessary in order to permit a Party to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) as necessary for a Party to enforce its rights or perform its obligations under this Agreement (including pursuant to Section 2.3) or an Ancillary Agreement, (vi)to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii)to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a third party pursuant to clause (ii), (iii), (v)or (vi)above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.

(b) Each Party acknowledges that it and the other members of its Group may have in its or their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with such third party while such Party and/or members of its Group were part of the Inpixon Group. Each Party shall comply, and shall cause the other members of its Group to comply, and shall cause its and their respective officers, employees, agents, consultants and advisors (or potential buyers) to comply, with all terms and conditions of any such third-party agreements entered into prior to the Distribution Time, with respect to any confidential and proprietary Information of third parties to which it or any other member of its Group has had access.

(c) Notwithstanding anything to the contrary set forth herein, (i)the Parties shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise at least the same degree of care that applies to Inpixon's confidential and proprietary information pursuant to policies in effect as of the Distribution Time and (ii)confidentiality obligations provided for in any Contract between each Party or its Subsidiaries and their respective employees shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information of any Party in the possession of and used by any other Party as of the Distribution Time may continue to be used by such Party in possession of the Confidential Information in and only in the operation of the Enterprise Apps Business (in the case of the CXApp Group) or the Inpixon Retained Business (in the case of the Inpixon Group); provided that such Confidential Information may only be used by such Party and its officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement, and may only be shared with additional officers, employees, agents, consultants and advisors of such Party on a need-to-know basis exclusively with regard to such specified use; provided further that such Confidential Information may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 6.6(a).

(d) The Parties agree that irreparable damage may occur in the event that the provisions of this Section 6.6 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to seek an injunction or injunctions to enforce specifically the terms and provisions hereof in any court having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(e) For the avoidance of doubt and notwithstanding any other provision of this Section 6.6, (i)the disclosure and sharing of Privileged Information shall be governed solely by Section 6.7, and (ii)Information that is subject to any confidentiality provision or other disclosure restriction in any Ancillary Agreement shall be governed by the terms of such Ancillary Agreement.

(f) For the avoidance of doubt and notwithstanding any other provision of this Section 6.6, following the Distribution Time, the confidentiality obligations under this Agreement shall continue to apply to any and all Confidential Information concerning or belonging to each Party or its Affiliates that is shared or disclosed with the other Party or its Affiliates, whether or not such Confidential Information is shared pursuant to this Agreement, any Ancillary Agreement or otherwise.

Section 6.7 Privilege Matters.

(a) Pre-Distribution Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution Time have been and will be rendered for the collective benefit of each of the members of the Inpixon Group and the CXApp Group, and that each of the members of the Inpixon Group and the CXApp Group should be deemed to be the client with respect to such pre-Distribution services for the purposes of asserting all privileges, immunities, or other protections from disclosure which may be asserted under applicable Law, including, but not limited to, the attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("***Privilege***"). The Parties shall have a shared Privilege with respect to all Information subject to Privilege ("***Privileged Information***") which relates to such pre-Distribution services. For the avoidance of doubt, Privileged Information within the scope of this Section 6.7 includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel.

(b) Post-Distribution Services. The Parties recognize that legal and other professional services will be provided following the Distribution Time to each of Inpixon and the CXApp Parties. The Parties further recognize that certain of such post-Distribution services will be rendered solely for the benefit of Inpixon or the CXApp Parties, as the case may be, while other such post-Distribution services may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve both Inpixon and the CXApp Parties. With respect to such post-Distribution services and related Privileged Information, the Parties agree as follows:

(i) All Privileged Information relating to any claims, proceedings, litigation, disputes or other matters which involve both Inpixon and the CXApp Parties shall be subject to a shared Privilege among the Parties involved in the claims, proceedings, litigation, disputes, or other matters at issue; and

(ii) Except as otherwise provided in Section 6.7(c)(i), Privileged Information relating to post-Distribution services provided solely to one of Inpixon or the CXApp Parties shall not be deemed shared between the Parties, provided, that the foregoing shall not be construed or interpreted to restrict the right or authority of the Parties (x)to enter into any further agreement, not otherwise inconsistent with the terms of this Agreement, concerning the sharing of Privileged Information or (y) otherwise to share Privileged Information without waiving any Privilege which could be asserted under applicable Law.

(c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Section 6.7(a) or (b):

(i) Subject to Section 6.7(c)(iii), neither Party may waive, allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which the other Party has a shared Privilege, without the written consent of the other Party, which shall not be unreasonably withheld or delayed;

(ii) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of any Party, each Party agrees that it shall negotiate in good faith, and shall endeavor to minimize any prejudice to the rights of the other Party. Neither party shall unreasonably withhold consent to any request for waiver by the other Party, and each Party specifically agrees that it shall not withhold consent to waive for any purpose except to protect its own legitimate interests; and

(iii) In the event of any litigation or dispute between the Parties, or any members of their respective Groups, either such Party may waive a Privilege in which the other Party or member of such Group has a shared Privilege, without obtaining the consent of the other Party; provided that such waiver of a shared Privilege shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.

(d) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of Inpixon and the CXApp Parties, as set forth in Section 6.6 and this Section 6.7, to maintain the confidentiality of Privileged Information and to assert and maintain any applicable Privilege. The access to Information being granted pursuant to Section 5.5, Section 6.1, Section 6.2 and Section 6.3, the agreement to provide witnesses and individuals pursuant to Section5.5 and Section 6.4, the furnishing of notices and documents and other cooperative efforts contemplated by Section 5.5, and the transfer of Privileged Information between the Parties and their respective Subsidiaries pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 6.8 Ownership of Information. Any Information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article VI shall be deemed to remain the property of the providing Party. Unless expressly set forth herein, or unless expressly agreed in a subsequent and separate agreement, nothing contained in this Agreement shall be construed as granting a license or other rights to any Party with respect to any such Information, whether by implication, estoppel or otherwise.

Section 6.9 Processing of Personal Information.

(a) Both Parties shall cooperate to ensure that their respective Processing of Personal Information hereunder does and will materially comply with all applicable Privacy Requirements and take all reasonable precautions to avoid acts that place the other Party in breach of its obligations under any applicable Privacy Requirements. Nothing in this Section 6.9 shall be deemed to prevent any Party from taking the steps it reasonably deems necessary to comply with any applicable Privacy Laws.

(b) To the extent required to do so by applicable Privacy Requirements as a result of or in connection with the transactions contemplated hereby, including the completion of the Internal Reorganization, the Parties agree to enter into such data processing agreements as required to comply with applicable Privacy Laws and shall act reasonably and in good faith in doing so.

(c) It is understood and agreed by the Parties that the transfer of Personal Information in connection with the Transfer of Assets will not violate any Privacy Requirements in any material respect.

Section 6.10 Other Agreements. The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

ARTICLE VII
DISPUTE RESOLUTION

Section 7.1 Negotiation. Except as otherwise provided in any Ancillary Agreement, in the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Ancillary Agreements or otherwise arising out of, or in any way related to, this Agreement or the Ancillary Agreements or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, "***Disputes***"), where such Dispute is between the Parties or between Inpixon and KINS, the general counsels or chief legal officers of the parties to the Dispute (or such other individuals designated by the respective general counsels or chief legal officers) and/or the executive officers designated by the parties to the Dispute shall negotiate for a reasonable period of time to settle such Dispute; provided, that such reasonable period shall not, unless otherwise agreed by the parties to such Dispute in writing, exceed sixty (60) days (the "***Negotiation Period***") from the time of receipt by a party to such Dispute of written notice of such Dispute ("***Dispute Notice***") and settlement of such Dispute pursuant to this Section 7.1 shall be confidential, and no written or oral statements or offers made by the parties to the Dispute during such settlement negotiations shall be admissible for any purpose in any subsequent proceedings.

Section 7.2 Relief in Court. If the Dispute has not been resolved for any reason after the Negotiation Period, each party to such Dispute shall be entitled to seek relief in a court of competent jurisdiction pursuant to Section 9.16.

Section 7.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VII with respect to all matters not subject to such dispute resolution.

ARTICLE VIII
INSURANCE

Section 8.1 Insurance Matters. The provisions of this Section 8.1 shall apply only to the extent not otherwise provided for in the Employee Matters Agreement.

(a) The Parties intend by this Agreement that, to the extent permitted under the terms of any applicable insurance policy, Design Reactor, each other member of the CXApp Group and each of their respective directors, officers and employees will be successors in interest and/or additional insureds and will have and be fully entitled to continue to exercise all rights that any of them may have as of the Distribution Time (with respect to events occurring or claimed to have occurred before the Distribution Time) as a Subsidiary, Affiliate, division, director, officer or employee of Inpixon before the Distribution Time under any insurance policy, including any rights that Design Reactor, any other member of the CXApp Group or any of its or their respective directors, officers, or employees may have as an insured or additional named insured, Subsidiary, Affiliate, division, director, officer or employee to avail itself, himself or herself of any policy of insurance or any agreements related to the policies in effect before the Distribution Time, with respect to events occurring before the Distribution Time.

(b) After the Distribution Time, Inpixon (and each other member of the Inpixon Group) and Design Reactor (and each other member of the CXApp Group) shall not, without the consent of Design Reactor or Inpixon, respectively (such consent not to be unreasonably withheld, conditioned or delayed), provide any insurance carrier with a release or amend, modify or waive any rights under any insurance policy if such release, amendment, modification or waiver thereunder would materially adversely affect any rights of any member of the Group of the other Party with respect to insurance coverage otherwise afforded to such other Party for pre-Distribution claims; provided, however, that the foregoing shall not (i)preclude any member of any Group from presenting any claim or from exhausting any policy limit, (ii)require any member of any Group to pay any premium or other amount or to incur any Liability or (iii) require any member of any Group to renew, extend or continue any policy in force.

(c) The provisions of this Agreement are not intended to relieve any insurer of any Liability under any policy.

(d) No member of the Inpixon Group or any Inpixon Indemnitee will have any Liabilities whatsoever as a result of the insurance policies as in effect at any time before the Distribution Time, including as a result of (i)the level or scope of any insurance, (ii)the creditworthiness of any insurance carrier, (iii)the terms and conditions of any policy, or (iv) the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim.

(e) Except to the extent otherwise provided in Section 8.1(b), in no event will Inpixon, any other member of the Inpixon Group or any Inpixon Indemnitee have any Liability or obligation whatsoever to any member of the CXApp Group if any insurance policy is terminated or otherwise ceases to be in effect for any reason, is unavailable or inadequate to cover any Liability of any member of the CXApp Group for any reason whatsoever or is not renewed or extended beyond the current expiration date of any such insurance policy.

(f) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any members of the Inpixon Group in respect of any insurance policy or any other contract or policy of insurance.

(g) Nothing in this Agreement will be deemed to restrict any member of the CXApp Group from acquiring at its own expense any other insurance policy in respect of any Liabilities or covering any period. After the Distribution Time, Design Reactor will acquire its own insurance policies covering the CXApp Group and each of their respective directors, officers and employees.

(h) To the extent that any insurance policy provides for the reinstatement of policy limits, and both Inpixon and Design Reactor desire to reinstate such limits, the cost of reinstatement will be shared by Inpixon and Design Reactor as the Parties may agree. If either Party, in its sole discretion, determines that such reinstatement would not be beneficial, that Party shall not contribute to the cost of reinstatement and will not make any claim thereunder nor otherwise seek to benefit from the reinstated policy limits.

(i) For purposes of this Agreement, "***Covered Matter***" shall mean any matter, whether arising before or after the Distribution Time, with respect to which any CXApp Indemnitee may seek to exercise any right under any insurance policy pursuant to this Section 8.1. If Design Reactor receives notice or otherwise learns of any Covered Matter, Design Reactor shall promptly give Inpixon written notice thereof. Any such notice shall describe the Covered Matter in reasonable detail. With respect to each Covered Matter and any Joint Claim, Design Reactor shall have sole responsibility for reporting the claim to the insurance carrier and will provide a copy of such report to Design Reactor. If Inpixon or another member of the Inpixon Group fails to notify Design Reactor within fifteen (15) days that it has submitted an insurance claim with respect to a Covered Matter or Joint Claim, Design Reactor shall be permitted to submit (on behalf of the applicable CXApp Indemnitee) such insurance claim.

(j) Each of Design Reactor and Inpixon will share such information as is reasonably necessary in order to permit the other Party to manage and conduct its insurance matters in an orderly fashion and provide the other Party with any assistance that is reasonably necessary or beneficial in connection with such Party's insurance matters.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement; Construction. This Agreement, including the Exhibitsand Schedules, and the Ancillary Agreements shall constitute the entire agreement among the Parties and KINS with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedulehereto, the Scheduleshall prevail. In the event and to the extent that there shall be a conflict between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement or Continuing Arrangement, such Ancillary Agreement or Continuing Arrangement shall control (except with respect to any Conveyancing and Assumption Instruments, in which case this Agreement shall control) and (b)this Agreement and any agreement which is not an Ancillary Agreement, this Agreement shall control unless specifically stated otherwise in such agreement. For the avoidance of doubt, the Conveyancing and Assumption Instruments are intended to be ministerial in nature and only to effect the transactions contemplated by this Agreement with respect to the applicable local jurisdiction and shall not expand or modify the rights and obligations of the Parties, KINS or their respective Affiliates under this Agreement or any of the Ancillary Agreements that are not Conveyancing and Assumption Instruments. Except as expressly set forth in this Agreement or any Ancillary Agreement: (i)all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement; and (ii)for the avoidance of doubt, in the event of any conflict between this Agreement or any Ancillary Agreement (other than the Tax Matters Agreement), on the one hand, and the Tax Matters

Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern, except as otherwise provided in the Tax Matters Agreement.

Section 9.2 Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 9.3 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and KINS and delivered to each of the Parties and KINS.

Section 9.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties and KINS contained in this Agreement and each Ancillary Agreement shall survive the Distribution Time and remain in full force and effect in accordance with their applicable terms.

Section 9.5 Expenses. Except as otherwise specified in this Agreement or the Ancillary Agreements, or as otherwise agreed in writing among Inpixon, Spinco, Design Reactor and KINS, Inpixon and the CXApp Parties shall each be responsible for its own fees, costs and expenses paid or incurred in connection with this Agreement, any Ancillary Agreement and the FormS-1 and the consummation of the Internal Reorganization, the Contribution, the Distribution and the Merger (the " ***Transaction-related Expenses***").

Section 9.6 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by registered or certified mail (return receipt requested), or by email (provided confirmation of transmission is electronically generated and kept on file by the sending party and so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), to the respective Parties or KINS at the following addresses (or at such other address for a Party or KINS as shall be specified in a notice given in accordance with this Section 9.6):

To Inpixon (and Spinco and/or Design Reactor prior to the Distribution Time):

Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, California 94303
Attn: Nadir Ali, Chief Executive Officer
Email: nadir.ali@inpixon.com

With a copy (which shall not constitute notice) to:

Mitchell Silberberg & Knupp LLP
437 Madison Ave., 25th Floor
New York, New York 10022
Attn: Blake J. Baron
Email: bjb@msk.com

To Spinco or Design Reactor at or after the Distribution Time:

Design Reactor, Inc.
2479 E. Bayshore Road, Suite 195
Palo Alto, California 94303
Attn: Nadir Ali, Chief Executive Officer
Email: nadir.ali@inpixon.com

With a copy (which shall not constitute notice) to:

Mitchell Silberberg & Knupp LLP
437 Madison Ave., 25th Floor
New York, New York 10022
Attn: Blake J. Baron
Email: bjb@msk.com

To KINS:

KINS Technology Group, Inc.
Four Palo Alto Square, Suite 200
3000 El Camino Real, Palo Alto, California 94306
Attn: Khurram Sheikh, Chief Executive Officer
Email: khurram@kins-tech.com

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301
Attn: Michael Mies
Email: michael.mies@skadden.com

Section 9.7 Consents. Any consent required or permitted to be given by any Party or KINS to the other Party or KINS under this Agreement shall be in writing and signed by the Party or KINS, as the case may be, giving such consent and shall be effective only against such Party (and its Group) or KINS (and its Affiliates), as the case may be.

Section 9.8 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party or KINS without the prior written consent of the other Party and KINS, and any attempt to assign any rights or obligations arising under this Agreement without such consents shall be void. Notwithstanding the foregoing, and subject to any restrictions on assignment pursuant to ArticleIV of the Tax Matters Agreement, this Agreement shall be assignable to a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement; provided, however, that no assignment permitted by this Section 9.8 shall release the assigning Party or KINS, as the case may be, from liability for the full performance of its obligations under this Agreement.

Section 9.9 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties, KINS and their respective successors and permitted assigns.

Section 9.10 Termination and Amendment. This Agreement may not be terminated, modified or amended except by an agreement in writing signed by each of Inpixon, Spinco, Design Reactor and KINS; provided, however, that this Agreement shall terminate immediately upon termination of the Merger Agreement if the Merger Agreement is terminated in accordance with its terms prior to the Distribution.

Section 9.11 Payment Terms.

(a) Except as set forth in Article V or as otherwise expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount to be paid or reimbursed by a Party or KINS (and/or a member of such Party's Group or its Affiliates), on the one hand, to the other Party or KINS (and/or a member of such Party's Group or its Affiliate), on the other hand, under this Agreement shall be paid or reimbursed hereunder within forty-five (45) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article V or as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within forty-five (45) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party or KINS, as the case may be, receiving any payment under this Agreement specifying otherwise, all payments to be made by either Party or KINS under this Agreement shall be made in US Dollars. Except as expressly provided herein, any amount which is not expressed in US Dollars shall be converted into US Dollars by using the exchange rate published on Bloomberg at 5:00 pm Eastern Standard time (EST) on the day before the relevant date or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder or under any Ancillary Agreement may be denominated in a currency other than US Dollars, the amount of such payment shall be converted into US Dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 9.12 Subsidiaries. Each of the Parties and KINS shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or KINS, as the case may be, or by any entity that becomes a Subsidiary of such Party or KINS, as the case may be, at and after the Distribution Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party or KINS, as the case may be.

Section 9.13 Third Party Beneficiaries. Except (i)as provided in Article V relating to Indemnitees and for the release under Section 5.1 of any Person provided therein and (ii)as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and KINS and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement. For the avoidance of doubt, no stockholder of Inpixon, Spinco, Design Reactor or KINS shall be third-party beneficiaries for any purpose prior to the Distribution, and no stockholder (or Party or KINS on behalf of their respective stockholders) shall be entitled to bring any claim for damages prior to the Distribution based on a decrease in share value or lost premiums.

Section 9.14 Title and Headings. Titles and headings to sectionsherein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 9.15 Exhibits and Schedules. The Exhibitsand Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibitsor Schedules constitutes an admission of any liability or obligation of any member of the Inpixon Group or the CXApp Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the Inpixon Group or the CXApp Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibitor Scheduleis made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

Section 9.16 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury

(a) This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

(b) Each of the Parties and KINS agrees that any Action related to this agreement shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "***Chosen Courts***"). By executing and delivering this Agreement, each of the Parties and KINS irrevocably: (i)accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action relating to this Agreement, including any Action brought for any remedy contemplated by Section 9.17; (ii)waives any objections which such Party or KINS, as the case may be, may now or hereafter have to the laying of venue of any such Action contemplated by this Section 9.16(b)and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (iii)agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (iv) agrees that it will not bring any Action contemplated by this Section 9.16(b)in any court other than the Chosen Courts; (v)agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 9.6 or in any other manner permitted by Law; and (vi)agrees that service as provided in the preceding clause (v)is sufficient to confer personal jurisdiction over such Party or KINS in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties and KINS agrees that a final judgment in any Action in a Chosen Court as provided

above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each Party and KINS further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

(c) EACH OF INPIXON, SPINCO, DESIGN REACTOR AND KINS HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING IN ANY COURT RELATING TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT (INCLUDING ANY SCHEDULE OR EXHIBITHERETO AND THERETO) OR THE BREACH, TERMINATION OR VALIDITY OF SUCH AGREEMENT,INSTRUMENTS OR DOCUMENTS OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF SUCH AGREEMENTS,INSTRUMENTS OR DOCUMENTS. NONE OF INPIXON, SPINCO, DESIGN REACTOR OR KINS SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS OR DOCUMENTS. NONE OF INPIXON, SPINCO, DESIGN REACTOR OR KINS WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH OF INPIXON, SPINCO, DESIGN REACTOR AND KINS CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT,INSTRUMENT OR DOCUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 9.16(c). NONE OF INPIXON, SPINCO, DESIGN REACTOR OR KINS HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OF THE OTHERS THAT THE PROVISIONS OF THIS SECTION 9.16(c)WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 9.17 Specific Performance. From and after the Distribution Time, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Parties and KINS agree that KINS and the Party or Parties to this Agreement or such Ancillary Agreement who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its or their rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties and KINS agree that, from and after the Distribution Time, the remedies at law for any breach or threatened breach of this Agreement or any Ancillary Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 9.18 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties and KINS shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.19 Interpretation. The Parties and KINS have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rulerequiring construction or interpretation against the Party or KINS, as the case may be, drafting or causing any instrument to be drafted.

Section 9.20 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party or KINS a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 5.2; Section 5.3; and Section 5.4).

Section 9.21 Tax Treatment of Payments. Unless otherwise required by a Final Determination, this Agreement or the Tax Matters Agreement or otherwise agreed to among the Parties and KINS, for U.S. federal Tax purposes, any payment made pursuant to this Agreement (other than any payment of interest pursuant to Section 9.11) by: (i)Spinco to Inpixon shall be treated for all Tax purposes as a distribution by Spinco to Inpixon with respect to stock of Spinco occurring on or immediately before the Distribution Time; or (ii)Inpixon to Spinco shall be treated for all Tax purposes as a tax-free contribution by Inpixon to Spinco with respect to its stock occurring on or immediately before the Distribution Time; and in each case, no Party or KINS shall take (or permit any member of such Party's Group to take) any position inconsistent with such treatment. In the event that a Taxing Authority asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as set forth in the preceding sentence, such Party shall use its commercially reasonable efforts to contest such challenge.

Section 9.22 No Waiver. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder or under the other Ancillary Agreements shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.23 No Admission of Liability. The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between Inpixon and the CXApp Parties and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any third party, including with respect to the Liabilities of any non-wholly owned Subsidiary of Inpixon or the CXApp Parties.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of Inpixon, Spinco, Design Reactor and KINS has caused this Agreement to be duly executed as of the day and year first above written.

INPIXON

By: /s/ Nadir Ali
Name: Nadir Ali
Title: CEO

CXAPP HOLDING CORP.

By: /s/ Nadir Ali
Name: Nadir Ali
Title: President

DESIGN REACTOR, INC.

By: /s/ Nadir Ali
Name: Nadir Ali
Title: CEO

KINS TECHNOLOGY GROUP INC.

By: /s/ Khurram P. Sheikh
Name: Khurram P. Sheikh
Title: Chief Executive Officer

SPONSOR SUPPORT AGREEMENT

This Sponsor Support Agreement (this "Sponsor Support Agreement") is dated as of September 25, 2022, by and among KINS Capital LLC, a Delaware limited liability company (the "Sponsor"), KINS Technology Group, Inc., a Delaware corporation ("Acquiror"), Inpixon, a Nevada corporation ("Inpixon") and CXApp Holding Corp., a Delaware corporation and wholly-owned subsidiary of Inpixon (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

RECITALS

WHEREAS, as of the date hereof, the Sponsor is the holder of record and the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of 6,150,000 shares of Acquiror Common Stock (excluding any Potential Forfeiture Shares) and 9,103,528 Acquiror Warrants in the aggregate (such shares of Acquiror Common Stock and Acquiror Warrants, collectively referred to herein as the "Subject Shares");

WHEREAS, prior to its Initial Public Offering, certain funds and accounts managed by BlackRock, Inc. (the "Anchor Investor") acquired 750,000 shares of Acquiror Class B Common Stock; up to 525,000 shares are issuable to the Sponsor under certain conditions (such shares, the "Potential Forfeiture Shares");

WHEREAS, contemporaneously with the execution and delivery of this Sponsor Support Agreement, Acquiror, Inpixon, the Company and KINS Merger Sub Inc. ("Merger Sub") entered into an Agreement and Plan of Merger (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will merge with and into the Company, with the Company surviving the merger (the "Merger");

WHEREAS, in connection with Acquiror's initial public offering, Acquiror, Sponsor and certain officers and directors of Acquiror (collectively, the "Insiders") entered into a letter agreement, dated as of December 14, 2020 (the "Voting Letter Agreement"), pursuant to which Sponsor and the Insiders agreed to certain voting requirements, transfer restrictions and waiver of redemption rights with respect to the Acquiror securities owned by them;

WHEREAS, Article IV, Section 4.3(b)(ii) of Acquiror's Amended and Restated Certificate of Incorporation (the " Acquiror Charter") provides, among other matters, that the shares of Class B Common Stock will automatically convert into shares of Acquiror Class A Common Stock, par value $0.0001 per share, of Acquiror upon the consummation of an initial business combination, subject to adjustment if additional shares of Acquiror Class A Common Stock, or Equity-linked Securities (as defined in the Acquiror Charter), are issued or deemed issued in excess of the amounts sold in Acquiror's initial public offering (the " Anti-Dilution Right"), excluding certain exempted issuances;

WHEREAS, as an inducement to Acquiror, Inpixon and the Company to enter into the Merger Agreement and to consummate the transactions contemplated therein, the parties hereto desire to agree to certain matters as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
SPONSOR SUPPORT AGREEMENT; COVENANTS

Section 1.1 Binding Effect of Merger Agreement. Sponsor hereby acknowledges that it has read the Merger Agreement and this Sponsor Support Agreement and has had the opportunity to consult with its tax and legal advisors. Sponsor shall be bound by, subject to and comply with Sections 7.4 (*No Solicitation by Acquiror*) and 11.12 (*Publicity*) of the Merger Agreement (and any relevant definitions contained in any such Sections) as if Sponsor was an original signatory to the Merger Agreement with respect to such provisions.

Section 1.2 No Transfer. During the period commencing on the date hereof and ending on the earliest of (a) the Closing, (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 10.1 thereof (the earlier to occur of (a) and (b), the "Expiration Time") and (c) the liquidation of Acquiror (except that any transaction contemplated by the Merger Agreement shall not be considered a liquidation), Sponsor shall not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the SEC (other than the Acquiror Proxy Statement/Prospectus) or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any shares of Acquiror Common Stock or Acquiror Warrants owned by Sponsor, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of Acquiror Common Stock or Acquiror Warrants owned by Sponsor (clauses (i) and (ii), collectively a "Transfer") or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii); provided, however, that nothing herein shall prohibit a Transfer an Affiliate of Sponsor (a "Permitted Transfer"); provided, further, that any Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to the Company, to assume all of the obligations of Sponsor under, and be bound by all of the terms of, this Sponsor Support Agreement; provided, further, that any Transfer permitted under this Section 1.2 shall not relieve Sponsor of its obligations under this Sponsor Support Agreement. Any Transfer in violation of this Section 1.2 with respect to the Sponsor's Subject Shares shall be null and void.

Section 1.3 New Shares. In the event that (a) any shares of Acquiror Common Stock, Acquiror Warrants or other equity securities of Acquiror or its successor by merger are issued to Sponsor after the date of this Sponsor Support Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of Acquiror Common Stock or Acquiror Warrants of, on or affecting the shares of Acquiror Common Stock or Acquiror Warrants owned by Sponsor or otherwise, (b) Sponsor purchases or otherwise acquires beneficial ownership of any shares of Acquiror Common Stock, Acquiror Warrants or other equity securities of Acquiror after the date of this Sponsor Support Agreement, or (c) Sponsor acquires the right to vote or share in the voting of any shares of Acquiror Common Stock or other equity securities of Acquiror after the date of this Sponsor Support Agreement (such shares of Acquiror Common Stock, Acquiror Warrants or other equity securities of Acquiror, collectively the "New Securities"), then such New Securities acquired or purchased by Sponsor shall be subject to the terms of this Sponsor Support Agreement to the same extent as if they constituted the shares of Acquiror Common Stock or Acquiror Warrants owned by Sponsor as of the date hereof.

Section 1.4 Sponsor and Acquiror Agreements.

(a) At any meeting of the stockholders of Acquiror, however called, or at any adjournment thereof, or in any other circumstance in which the vote, consent or other approval of the stockholders of Acquiror is sought, Sponsor shall (i) appear at each such meeting or otherwise cause all of its shares of Acquiror Common Stock to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted), or execute and deliver a written consent (or cause a written consent to be executed and delivered) covering, all of its shares of Acquiror Common Stock:

(i) in favor of each Transaction Proposal;

(ii) against any Business Combination Proposal or any proposal relating to a Business Combination Proposal (in each case, other than the Transaction Proposals);

(iii) against any merger agreement or merger (other than the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Acquiror;

(iv) against any change in the business, management or Board of Directors of Acquiror (other than in connection with the Transaction Proposals); and

(v) against any proposal, action or agreement that would (A) impede, frustrate, prevent or nullify any provision of this Sponsor Support Agreement, the Merger Agreement or the Merger, (B) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Acquiror and its subsidiaries under the Merger Agreement or Ancillary Agreements, (C) result in any of the conditions set forth in Article IX of the Merger Agreement not being fulfilled or (D) change in any manner the dividend policy or capitalization of, including the voting rights of any class of capital stock of, Acquiror.

Sponsor hereby agrees that it shall not commit or agree to take any action inconsistent with the foregoing.

(b) Sponsor shall comply with, and fully perform all of its obligations, covenants and agreements set forth in the Voting Letter Agreement, including the obligations of the Sponsor pursuant to Section 1 therein to not redeem any shares of Acquiror Common Stock owned by Sponsor in connection with the Merger. Notwithstanding the foregoing, Sponsor shall be permitted to amend the Voting Letter Agreement to amend the Founder Shares Lock-Up Period (as defined in the Voting Letter Agreement) to read as "The Sponsor and each Insider agrees that it, he or she shall not Transfer (as defined below) any Founder Shares (or Class A Common Shares issuable upon conversion thereof) until the earlier of (A) 180 days after the completion of the Company's initial Business Combination and (B) subsequent to the Business Combination, (x) the date on which the Company completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the Public Stockholders having the right to exchange their Class A Common Shares for cash, securities or other property or (y) if the last reported sale price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period after the Company's initial Business Combination (the "***Founder Shares Lock-up Period***"); provided, that, notwithstanding the foregoing, 10% (subject to adjustment to comply with the listing requirements set forth under Nasdaq Listing Rule 5505(b)(2) with respect to Acquiror) of Sponsor's and each Insider's Founder Shares (or Class A Common Shares issuable upon conversion thereof) outstanding at completion of the Company's initial Business Combination shall not be subject to the Founder Shares Lock-up Period".

(c) Notwithstanding anything to the contrary herein, to the extent the Acquiror Board of Directors (i) waives or repeals, or otherwise relaxes, the lock-up in its bylaws or (ii) permits early conversion of the Acquiror Class C Common Stock, Founder Shares Lock-up Period (as defined in the Voting Letter Agreement) shall be identically waived, repealed or relaxed, as applicable.

Section 1.5 Further Assurances. Sponsor shall take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary under applicable Laws to consummate the Mergers and the other transactions contemplated by the Merger Agreement on the terms and subject to the conditions set forth therein and herein.

Section 1.6 No Inconsistent Agreement. Sponsor hereby represents and covenants that Sponsor has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of Sponsor's obligations hereunder.

Section 1.7 Exchange.

(a) Sponsor hereby agrees that, immediately prior to the consummation of the Merger (but subject to the prior satisfaction of all of the conditions to consummation of the Merger set forth in Article IX of the Merger Agreement) Sponsor shall contribute, transfer, assign, convey, and deliver to Acquiror, and Acquiror shall acquire and accept from Sponsor, all of Sponsor's right, title, and interest in, to, and under 6,150,000 shares of Acquiror Class B Common Stock held by Sponsor (excluding any Potential Forfeiture Shares), and in exchange therefor, Acquiror shall issue to Sponsor an aggregate number of shares of Acquiror Class A Common Stock, equal to such that the number of shares of Acquiror Common Stock issued as Aggregate Merger Consideration exceeds (by one share): (i) the aggregate number of shares of Class A Common Stock held by Sponsor at Closing (after taking into the Exchange), plus (ii) the aggregate number of shares of Acquiror Class B Common Stock held by the Anchor Investor (including all Potential Forfeiture Shares), plus (iii) the aggregate number of shares of Acquiror Class A Common Stock that have not properly elected to redeem their shares of Acquiror Class A Common Stock pursuant to Acquiror's Governing Documents, plus (iii) any shares of Acquiror Common Stock issued as incentives for Non-Redemption Transactions and Financing Transactions, in each case, free and clear of all Liens (the "Exchange"); provided, that, in no instance shall the number of shares issued to Sponsor in the Exchange be less than 5,150,000 shares of Acquiror Class A Common Stock.

(b) No certificates will be issued in connection with the Exchange, and Acquiror will record the exchange of the Acquiror Class B Common Stock for the Acquiror Class A Common Stock that Sponsor is acquiring pursuant to the terms and conditions of this Section 1.7 on its books and records.

(c) The Exchange shall be applicable only in connection with the Merger and this Sponsor Support Agreement, and the Exchange shall be void and of no force and effect if this Sponsor Support Agreement is terminated prior to the Closing.

(d) The Parties intend that the Exchange be treated as a tax-free recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended.

Section 1.8 Waiver of Anti-Dilution Protections. Sponsor, as the holder of a majority of the issued and outstanding shares of Acquiror Class B Common Stock, solely in connection with and only for the purpose of the Merger, hereby waives, to the fullest extent permitted by law, the Anti-Dilution Right, and agrees that the Acquiror Class B Common Stock will convert only upon the Initial Conversion Ratio (as defined in the Acquiror certificate of incorporation) in connection with the Merger. This waiver shall be void and of no force and effect following the earlier of (x) the Effective Time and (y) the date on which the Merger Agreement is validly terminated in accordance with its terms. All other terms related to the Acquiror Class B Common Stock shall remain in full force and effect, except as modified as set forth directly above, which modification shall be effective only upon the consummation of the Merger.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Sponsor. Sponsor represents and warrants as of the date hereof to Acquiror and the Company as follows:

(a) Organization; Due Authorization. Sponsor is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Sponsor Support Agreement and the consummation of the transactions contemplated hereby are within Sponsor's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of Sponsor. This Sponsor Support Agreement has been duly executed and delivered by Sponsor and, assuming due authorization, execution and delivery by the other parties to this Sponsor Support Agreement, this Sponsor Support Agreement constitutes a legally valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies).

(b) Ownership. Sponsor is the record and beneficial owner (as defined in the Securities Act) of, and has good title to, all of Sponsor's shares of Acquiror Common Stock and Acquiror Warrants, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such shares of Acquiror Common Stock or Acquiror Warrants (other than transfer restrictions under the Securities Act)) affecting any such shares of Acquiror Common Stock or Acquiror Warrants, other than Liens pursuant to (i) this Sponsor Support Agreement, (ii) the Acquiror Governing Documents, (iii) the Merger Agreement, (iv) the Voting Letter Agreement or (v) any applicable securities Laws. Sponsor's shares of Acquiror Common Stock and Acquiror Warrants are the only equity securities in Acquiror owned of record or beneficially by Sponsor on the date of this Sponsor Support Agreement, and none of Sponsor's shares of Acquiror Common Stock or Acquiror Warrants are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such shares of Acquiror Common Stock or Acquiror Warrants, except as provided hereunder and under the Voting Letter Agreement. Other than the Acquiror Warrants, Sponsor does not hold or own any rights to acquire (directly or indirectly) any equity securities of Acquiror or any equity securities convertible into, or which can be exchanged for, equity securities of Acquiror.

(c) No Conflicts. The execution and delivery of this Sponsor Support Agreement by Sponsor does not, and the performance by Sponsor of its obligations hereunder will not, (i) conflict with or result in a violation of the organizational documents of Sponsor or (ii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon Sponsor or Sponsor's shares of Acquiror Common Stock or Acquiror Warrants), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by Sponsor of its, his or her obligations under this Sponsor Support Agreement.

(d) Litigation. There are no Actions pending against Sponsor, or to the knowledge of Sponsor threatened against Sponsor, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by Sponsor of its, his or her obligations under this Sponsor Support Agreement.

(e) Brokerage Fees. Except as described on Section 5.13 of the Acquiror Disclosure Letter, neither Acquiror or any of its Affiliate has incurred or will incur, directly or indirectly, any liability for any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement.

(f) Acknowledgment. Sponsor understands and acknowledges that each of Acquiror and the Company is entering into the Merger Agreement in reliance upon Sponsor's execution and delivery of this Sponsor Support Agreement.

ARTICLE III
MISCELLANEOUS

Section 3.1 Termination. This Sponsor Support Agreement and all of its provisions shall terminate and be of no further force or effect upon the earliest of (a) the Expiration Time, (b) the liquidation of Acquiror and (c) the written agreement of the Sponsor, Acquiror, Inpixon, and the Company. Upon such termination of this Sponsor Support Agreement, all obligations of the parties under this Sponsor Support Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Sponsor Support Agreement shall not relieve any party hereto from liability arising in respect of any breach of this Sponsor Support Agreement prior to such termination. This ARTICLE III shall survive the termination of this Sponsor Support Agreement.

Section 3.2 Governing Law. This Sponsor Support Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Sponsor Support Agreement or the negotiation, execution or performance of this Sponsor Support Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Sponsor Support Agreement) shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 3.3 Jurisdiction; Waiver of Jury Trial.

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 3.3.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.4 Assignment. This Sponsor Support Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Sponsor Support Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the parties hereto.

Section 3.5 Specific Performance. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent any breach, or threatened breach, of this Agreement and to specific enforcement of the terms and provisions of this Agreement, without proof of damages, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall oppose the granting of specific performance and other equitable relief or allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith. The parties hereto acknowledge and agree that the right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, none of the parties hereto would have entered into this Agreement.

Section 3.6 Amendment; Waiver. This Sponsor Support Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Acquiror, the Company and the Sponsor Holdco.

Section 3.7 Severability. If any provision of this Sponsor Support Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Sponsor Support Agreement will remain in full force and effect. Any provision of this Sponsor Support Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 3.8 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to Sponsor or Acquiror:

KINS Technology Group Inc.
Four Palo Alto Square, Suite 200
3000 El Camino Real
Palo Alto, California 94306
Attention: Khurram Sheikh, Chief Executive Officer
Email: khurram@kins-tech.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301
Attention: Michael Mies
Email: michael.mies@skadden.com

If to the Company:

Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, California 94303
Attention: Nadir Ali, Chief Executive Officer
Email: nadir.ali@inpixon.com

with copies to (which shall not constitute notice):

Mitchell Silberberg & Knupp LLP
437 Madison Ave., 25th Floor
New York, New York 10022
Attention: Blake J. Baron
Email: bjb@msk.com

Section 3.9 Counterparts. This Sponsor Support Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Section 3.10 Entire Agreement. This Sponsor Support Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sponsor, Acquiror, Inpixon, and the Company have each caused this Agreement to be duly executed as of the date first written above.

SPONSOR:

KINS Capital LLC

By: /s/ Khurram P. Sheikh
Name: Khurram P. Sheikh
Title: Managing Member

ACQUIROR:

KINS Technology Group Inc.

By: /s/ Khurram P. Sheikh
Name: Khurram P. Sheikh
Title: Chief Executive Officer

INPIXON:

INPIXON

By: /s/ Nadir Ali
Name: Nadir Ali
Title: CEO

COMPANY:

CXApp Holding Corp.

By: /s/ Nadir Ali
Name: Nadir Ali
Title: President

Inpixon's Enterprise Apps Business to be Acquired in a Business Combination Transaction Valued at $69 Million

Transaction to Include Workplace Experience Technologies, Indoor Mapping, Events Platform, Augmented Reality and Related Business Solutions

Proposed Business Combination Expected to be Completed Before Year-End

PALO ALTO, Calif., September 26, 2022 /PRNewswire/ -- Inpixon® (Nasdaq: INPX), the Indoor Intelligence® company, today announced it has signed a definitive merger agreement with KINS Technology Group, Inc., a publicly traded special purpose acquisition company (Nasdaq: KINZ; KINZW) ("KINS"), for KINS to acquire Inpixon's enterprise apps business (including its workplace experience technologies, indoor mapping, events platform, augmented reality and related business solutions). The transaction will be structured as a business combination (the "Business Combination") with Inpixon's newly formed subsidiary, CXApp Holding Corp. ("CXApp"), that is anticipated to result in Inpixon stockholders receiving shares in KINS valued at approximately $69 million. The transaction is expected to provide Inpixon's enterprise apps business with greater capital and operational resources, a new executive management team and board expertise to accelerate growth.

Following the closing of the transaction, CXApp will be a wholly owned subsidiary of KINS, and the combined business will be listed on the Nasdaq Capital Market. The transaction has been unanimously approved by the Boards of Directors of both Inpixon and KINS and is subject to approval by the Security and Exchange Commission ("SEC"), KINS stockholders and the satisfaction of customary closing conditions. The proposed Business Combination is expected to be completed in the fourth quarter of 2022. Inpixon shareholders as of a record date to be determined will be eligible to receive the KINS shares.

Mr. Khurram Sheikh, founder, chairman and CEO of KINS, said "We are pleased to announce this transformative acquisition. The workplace experience market is experiencing explosive growth as organizations seek new ways to leverage technology to maximize efficiency, increase productivity and drive growth. This shift has accelerated due to the pandemic, as organizations adapt to the new hybrid work environment. Customers for Inpixon's enterprise apps business line include the who's who of Fortune 500 companies, and the business has an established track record, consistently ranked among the top providers of workplace experience solutions. Inpixon's enterprise app is already well positioned in the market as a comprehensive end-to-end solution that offers a seamless employee experience. Moreover, we believe that with resources and capital exclusively allocated to this business, we can enhance its organic growth opportunities and maximize value for both Inpixon and KINS stockholders."

Mr. Nadir Ali, CEO of Inpixon, commented, "We have been working on multiple strategic transactions for some time and believe this transaction will unlock significant value for stockholders. I could not be more excited about the outlook for this line of business. With this transaction, capital and operational resources will be singularly focused on the growth and profitability of this business. In addition, Inpixon shareholders will be able to benefit in the potential upside as stockholders of two public companies, each with distinct customers and product lines."

Following the transaction, Inpixon will retain the remainder of its products including the Industrial Internet of Things (IIoT) business line, and will be focused on pursuing the most advantageous opportunities for this business and Inpixon shareholders. In this regard, Inpixon has entered into a non-binding letter of intent and is in due diligence stages with another third party in connection with a potential transaction involving the remainder of its business. Inpixon believes that pursuing these opportunities, coupled with Inpixon's recent cost cutting initiatives, will offer the greatest chance for maximizing the value of their investment with dedicated and focused resources allocated to these core business lines.

Advisors

Skadden, Arps, Slate, Meagher & Flom LLP is serving as legal advisor to KINS, and Mitchell Silberberg & Knupp LLP is serving as legal advisor to Inpixon.

About KINS Technology Group

KINS Technology Group Inc. (Nasdaq: KINZ; KINZW) is a blank check company formed under the laws of the State of Delaware on July 20, 2020 for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or other similar business combination with one or more businesses. KINS is focused on identifying and acquiring transformative technology businesses that are shaping the digital future and creating a new paradigm of communications and computing.

About Inpixon

Inpixon® (Nasdaq: INPX) is the innovator of Indoor Intelligence®, delivering actionable insights for people, places and things. Combining the power of mapping, positioning and analytics, Inpixon helps to create smarter, safer, and more secure environments. The company's Indoor Intelligence and mobile app solutions are leveraged by a multitude of industries to optimize operations, increase productivity, and enhance safety. Inpixon customers can take advantage of industry leading location awareness, RTLS, workplace and hybrid event solutions, analytics, sensor fusion, IIoT and the IoT to create exceptional experiences and to do good with indoor data. For the latest insights, follow Inpixon on LinkedIn, and Twitter, and visit inpixon.com.

Forward-Looking Statements

This news release contains forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. All statements other than statements of historical facts contained in this communication, including statements regarding the expected timing and structure of the Business Combination, the ability of the parties to complete the Business Combination, the expected benefits of the Business Combination, the tax consequences of the Business Combination, the amount of gross proceeds expected to be available to CXApp after the closing and giving effect to any redemptions by KINS stockholders, CXApp's future results of operations and financial position, business strategy and its expectations regarding the application of, and the rate and degree of market acceptance of, the CXApp technology platform and other technologies, CXApp's expectations regarding the addressable markets for our technologies, including the growth rate of the markets in which it operates, and the potential for and timing of receipt of payments under CXApp's agreements with customers are forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of Inpixon, CXApp and KINS, that could cause actual results or outcomes to differ materially

from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include, but are not limited to: the risk that the transactions may not be completed in a timely manner or at all, which may adversely affect the price of Inpixon's or KINS's securities; the risk that KINS stockholder approval of the Business Combination is not obtained; the inability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, the amount of funds available in KINS's trust account following any redemptions by KINS's stockholders; the failure to receive certain governmental and regulatory approvals; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; changes in general economic conditions, including as a result of the COVID 19 pandemic or the conflict between Russia and Ukraine; the outcome of litigation related to or arising out of the Business Combination, or any adverse developments therein or delays or costs resulting therefrom; the effect of the announcement or pendency of the transactions on Inpixon's, CXApp's or KINS's business relationships, operating results, and businesses generally; the ability to continue to meet Nasdaq's listing standards following the consummation of the Business Combination; costs related to the Business Combination; that the price of KINS's or Inpixon's securities may be volatile due to a variety of factors, including Inpixon's, KINS's or CXApp's inability to implement their business plans or meet or exceed their financial projections and changes in the combined capital structure; the ability to implement business plans, forecasts, and other expectations after the completion of the Business Combination, and identify and realize additional opportunities; and the ability of CXApp to implement its strategic initiatives.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Inpixon's most recent annual report on Form 10-K, KINS's registration statement on Form S-1 (File No. 333-249177) and the Form S-4 (as defined below), the Form S-1 (as defined below), the CXApp registration statement on Form S-1, the proxy statement/prospectus and certain other documents filed or that may be filed by Inpixon, KINS or CXApp from time to time with the SEC following the date hereof. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Inpixon, CXApp and KINS assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise.

None of Inpixon, CXApp or KINS gives any assurance that Inpixon, CXApp or KINS will achieve their expectations.

Important Information and Where to Find It

In connection with the proposed Business Combination, CXApp will file with the SEC a registration statement on Form S-1 (the "Form S-1") registering shares of CXApp common stock, and KINS will file with the SEC a registration statement on Form S-4 (the "Form S-4") registering shares of KINS common stock, warrants and certain equity awards. The Form S-4 to be filed by KINS will include a proxy statement/prospectus in connection with the KINS stockholder vote required in connection with the proposed Business Combination. This communication does not contain all the information that should be considered concerning the Business Combination. The Form S-1 to be filed by CXApp will include the Form S-4 filed by KINS, which will serve as an information statement/prospectus in connection with the spin-off of CXApp. This communication is not a substitute for the registration statements that CXApp and KINS will file with the SEC or any other documents that KINS or CXApp may file with the SEC or that KINS, Inpixon or CXApp may send to stockholders in connection with the Business Combination. It is not intended to form the basis of any investment decision or any other decision in respect to the business combination. KINS's stockholders and Inpixon's stockholders and other interested persons are advised to read, when available, the preliminary and definitive registration statements, and documents incorporated by reference therein, as these materials will contain important information about KINS, CXApp and the Business Combination. The proxy statement/prospectus contained in KINS's registration statement will be mailed to KINS's stockholders as of a record date to be established for voting on the Business Combination.

The registration statements, proxy statement/prospectus and other documents (when they are available) will also be available free of charge, at the SEC's website at www.sec.gov, or by directing a request to: KINS Technology Group, Inc., Four Palo Alto Square, Suite 200, 3000 El Camino Real, Palo Alto, CA 94306.

Participants in the Solicitation

Inpixon, KINS and CXApp and each of their respective directors, executive officers and other members of their management and employees may be deemed to be participants in the solicitation of proxies from KINS's stockholders in connection with the Business Combination. Stockholders are urged to carefully read the proxy statement/prospectus regarding the Business Combination when it becomes available, because it will contain important information. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of KINS's stockholders in connection with the Business Combination will be set forth in the registration statement when it is filed with the SEC. Information about KINS's executive officers and directors and CXApp's management and directors also will be set forth in the registration statement relating to the Business Combination when it becomes available.

No Solicitation or Offer

This communication shall neither constitute an offer to sell nor the solicitation of an offer to buy any securities or the solicitation of any proxy vote, consent or approval in any jurisdiction in connection with the Business Combination, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to any registration or qualification under the securities laws of any such jurisdictions. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation.

Inpixon Contacts

General inquiries:
Inpixon
Email: marketing@inpixon.com
Web: inpixon.com/contact-us

Investor relations:
Crescendo Communications, LLC
Tel: +1 212-671-1020
Email: INPX@crescendo-ir.com

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