

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 27, 2023

INPIXON

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction  
of incorporation)

001-36404

(Commission File Number)

88-0434915

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

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

(Address of principal executive offices)

94303

(Zip Code)

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

N/A

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

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

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

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

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

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

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 28, 2023, Inpixon (the "Company" or "Inpixon") entered into warrant amendments (the "Warrant Amendments") with certain holders (each, including its successors and assigns, a "Holder" and collectively, the "Holders") of (i) those certain Common Stock Purchase Warrants issued by the Company in April 2018 (the "April 2018 Warrants") pursuant to the registration statement on Form S-3 (File No. 333-204159), (ii) those certain Common Stock Purchase Warrants issued by the Company in September 2021 (the "September 2021 Warrants") pursuant to the registration statement on Form S-3 (File No. 333-256827), and (iii) those certain Common Stock Purchase Warrants issued by the Company in March 2022 (the "March 2022 Warrants" and together with the April 2018 Warrants and the September 2021 Warrants, the "Existing Warrants") pursuant to the registration statement on Form S-3 (File No. 333-256827).

Pursuant to the Warrant Amendments, the Company and the Holders have agreed to amend (i) the September 2021 Warrants and the March 2022 Warrants to provide that all of such outstanding warrants shall be automatically exchanged for shares of common stock, par value \$0.001 per share, of the Company ("Common Stock"), at a rate of 0.33 shares of Common Stock (the "Exchange Shares") for each September 2021 Warrant or March 2022 Warrant, as applicable, in reliance on an exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act") (the "Warrant Exchange") and (ii) the April 2018 Warrants to remove the obligation of the Company to hold the portion of a Distribution (as defined in the April 2018 Warrants) in abeyance in connection with the Beneficial Ownership Limitation (as defined in the April 2018 Warrants).

In connection with the exchange for all of the then outstanding September 2021 Warrants and March 2022 Warrants as of the effective date of the Warrant Amendments, the Company will issue 76,794 Exchange Shares and 248,124 Exchange Shares, respectively (subject to increase based on rounding for fractional shares), resulting in the issuance of 324,918 Exchange Shares in the aggregate (subject to increase based on rounding for fractional shares).

As required by the terms of the Existing Warrants, the Holders constituted the owners of at least a majority of each of the then outstanding April 2018 Warrants, September 2021 Warrants and March 2022 Warrants, as applicable (based on the number of Warrant Shares (as defined in the Existing Warrants) then underlying such warrants).

The Company determined that it needed to complete the Warrant Exchange prior to the previously announced record date of the spin-off of its enterprise apps business (including its workplace experience technologies, indoor mapping, events platform, augmented reality and related business solutions) (the "Spin-Off") in order to preserve the tax-free status of the Spin-Off.

The foregoing is only a brief description of the material terms of the Warrant Amendments, does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the form of Warrant Amendment that is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

### Item 3.02 Unregistered Sales of Equity Securities.

The information in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The Warrant Exchange will be completed, and the shares of common stock issued and to be issued in exchange for the Existing Warrants will be issued, in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act.

As of February 27, 2023, after taking into account the issuance of the Exchange Shares, the Company has 14,894,524 shares of common stock issued and outstanding.

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### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 27, 2023, the Company entered into Limited Liability Company Unit Transfer and Joinder Agreements (the “Transfer Agreements”) with certain of the Company’s employees and directors (the “Transferees”), pursuant to which (i) the Company transferred all of its Class A Units of Cardinal Venture Holdings LLC, a Delaware limited liability company (“CVH”) (the “Class A Units”), an aggregate of 599,999 Class A Units, to the Transferees as bonus consideration in connection with each Transferee’s services performed for and on behalf of the Company as an employee or director, as applicable, and (ii) each Transferee became a member of CVH and a party to the Amended and Restated Limited Liability Company Agreement of CVH (the “LLC Agreement”), dated as of September 30, 2020, which was previously described in, and filed in, the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on [October 5, 2020](#), which is incorporated herein by reference.

In addition to allowing the Company to award bonus consideration to the Transferees, the Transfer Agreements enabled the Company to dispose of its Class A Units prior to the distribution date of the Spin-Off in order to preserve the tax-free status of the Spin-Off.

CVH owns certain interests in KINS Capital, LLC, a Delaware limited liability company and the sponsor entity (the “Sponsor”) to KINS Technology Group Inc., a Delaware corporation and special purpose acquisition company (“KINS”) (Nasdaq: KINZ). In connection with and immediately following the Spin-Off, CXApp Holding Corp. (“CXApp”), currently a wholly owned subsidiary of the Company, is expected to enter into the previously announced business combination with KINS (the “Business Combination”).

Nadir Ali, the Company’s Chief Executive Officer and a director, is a controlling member of 3AM, LLC, a Delaware limited liability company and a founding member of CVH (“3AM”). 3AM may, in certain circumstances, be entitled to manage the affairs of CVH, pursuant to the terms of the LLC Agreement.

The Company’s contributions to CVH, which contributions were previously disclosed by the Company in its Current Reports on Form 8-K dated [October 5, 2020](#) and [December 22, 2020](#), were used by CVH to fund the Sponsor’s purchase of securities in KINS. Additionally, the Company loaned \$150,000 to CVH in July 2022, as previously disclosed by the Company in its Current Report on Form 8-K dated [July 22, 2022](#). Such Current Reports on Form 8-K are incorporated herein by reference.

The Transfer Agreements contain customary representations and warranties of the parties. Among other things, each Transferee represented to the Company that it was an “accredited investor” (as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended).

The following table sets forth the number of Class A Units awarded to each Transferee pursuant to the terms of their respective Transfer Agreement:

Name	Title	Number of Class A Units
Nadir Ali	Chief Executive Officer, Director	219,999
Wendy Loundermon	Chief Financial Officer, Director	100,000
Soumya Das	Chief Operating Officer	50,000
Leon Papkoff <sup>(1)</sup>	Executive Vice President of Experience Apps	100,000
Non-executive employees as a group (4 persons)		130,000

(1) Leon Papkoff is expected to serve as the Chief Product Officer of the post-Business Combination entity, CXApp Inc.

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This Current Report on Form 8-K does not constitute an offer to sell nor the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

The foregoing descriptions of the Transfer Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the form of Transfer Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

### Item 7.01 Regulation FD Disclosure.

Attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated into this Item 7.01 by reference is the investor presentation (the “Investor Presentation”) that will be used by KINS and CXApp, in connection with the transactions contemplated by the Merger Agreement (as defined below) described below.

The Investor Presentation is intended to be furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

### Item 8.01 Other Events.

As previously announced, on September 25, 2022, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”), by and among the Company, KINS, CXApp, and KINS Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of KINS (“Merger Sub”), pursuant to which Merger Sub will merge with and into CXApp, with CXApp being the surviving company and a wholly-owned subsidiary of KINS (the “Merger”).

#### Waiver of the Minimum Cash Condition

Pursuant to the Merger Agreement, the parties thereto agreed that the obligations of CXApp to consummate the transactions contemplated by the Merger Agreement are subject to satisfaction or waiver by CXApp of the condition that the (i) aggregate amount of cash available in the trust account following the KINS stockholders’ meeting to approve the

merger, after deducting the amount required to satisfy the KINS share redemption amount (but prior to payment of any CXApp transaction expenses or KINS transaction expenses), plus (ii) 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, plus (iii) 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, is equal to or greater than \$9,500,000 (the “Minimum Cash Condition”).

On February 27, 2023, CXApp irrevocably and unconditionally waived the Minimum Cash Condition.

#### Change to the Proposed Second Amended and Restated Certificate of Incorporation

Pursuant to the Merger Agreement, the parties thereto mutually agreed to revise the proposed Second Amended and Restated Certificate of Incorporation by including the following sentence at the end of Article V. A. 7 thereof:

“In addition to the foregoing, the Board of Directors shall be permitted to convert all or any portion of the outstanding Class C Common Stock (pro rata as near as reasonably practical for each beneficial owner as of a date determined by the Board of Directors and rounded down to the nearest whole share) for any reason, including in connection with any regulatory or stock exchange listing requirement.”

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On March 8, 2023, the KINS stockholders as of February 2, 2023, the record date, will consider and vote upon a proposal to approve and adopt the Second Amended and Restated Certificate of Incorporation of KINS, as so revised (the “Revised Proposed Charter”) that will replace the existing amended and restated certificate of incorporation of KINS currently in effect, which, if approved, would take effect at the effective time of the Merger.

The Revised Proposed Charter would give KINS the flexibility to increase the public float as it reasonably determines necessary, including with respect to meeting the minimum continued listing standards of the Nasdaq Capital Market. The timing and amount of any conversion would be dependent on, among other things, the number of publicly held shares and the prevailing stock price for the KINS Class A common stock.

#### **Additional Information and Where To Find It**

In connection with the proposed Business Combination and the distribution of CXApp common stock to Inpixon securityholders, CXApp filed a registration statement on Form S-1 (SEC File No. 333-267964) (the “Form S-1”), which includes a final prospectus registering shares of CXApp common stock, and KINS has filed with the SEC a registration statement on Form S-4 (File No. 333-267938) on October 19, 2022, as amended (the “Form S-4”), which includes a final proxy statement/prospectus in connection with the KINS stockholder vote required in connection with the Business Combination and the registration of shares of KINS common stock, warrants and certain equity awards. This communication does not contain all the information that should be considered concerning the Business Combination. The final prospectus filed by CXApp includes the final proxy statement/prospectus filed by KINS, which serves 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 have filed 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 securityholders and other interested persons are advised to read, when available, the definitive registration statements, and documents incorporated by reference therein, as these materials will contain important information about KINS, CXApp and the Business Combination. The final proxy statement/prospectus contained in KINS’s registration statement was mailed to KINS’s stockholders as of the record date of February 2, 2023 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](http://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 their respective directors and certain of their respective executive officers and other members of management and employees may be considered participants in the solicitation of proxies with respect to the transaction. Information about the directors and executive officers of KINS is set forth in its Annual Report on Form 10-K for the fiscal year ended December 31, 2021. Additional information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation of the stockholders of KINS and a description of their direct and indirect interests in KINS, by security holdings or otherwise, will be included in the proxy statement and other relevant materials to be filed with the SEC regarding the transaction when they become available. Stockholders, potential investors and other interested persons should read the proxy statement carefully when it becomes available before making any voting or investment decisions. When available, these documents can be obtained free of charge from the sources indicated above.

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#### **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**

The information contained in this Current Report on Form 8-K and the exhibits attached hereto contain “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995. 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 Spin-Off and the Business Combination and the ability of the parties to complete the Spin-Off and the Business Combination, 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; the risk that KINS stockholder approval of the Business Combination is not obtained; the failure to receive certain governmental and regulatory approvals; and the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement.

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, the Form S-4, the Form S-1, KINS’s registration statement on Form S-1 (File No. 333-249177), 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.**

**(d) Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Form of Amendment No. 1 to Common Stock Purchase Warrants.</a>
10.2	<a href="#">Form of Limited Liability Company Unit Transfer and Joinder Agreement.</a>
99.1	<a href="#">Investor Presentation</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

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

**INPIXON**

Date: February 28, 2023

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

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## AMENDMENT NO. 1 TO COMMON STOCK PURCHASE WARRANTS

This Amendment No. 1 (the “**Amendment**”), dated as of [\_\_\_\_], 2023, by and between Impixon, a Nevada corporation (the “**Company**”), and each person or entity identified on the signature pages hereto (each, including its successors and assigns, a “**Holder**” and collectively, the “**Holders**”), amends each of the Existing Warrants (as defined below), held by the Holders, as applicable. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Existing Warrants, as applicable.

**WHEREAS**, the Holders, as applicable, own (i) those certain Common Stock Purchase Warrants issued by the Company in April 2018 (the “**April 2018 Warrants**”) pursuant to the registration statement on Form S-3 (File No. 333-204159), (ii) those certain Common Stock Purchase Warrants issued by the Company in September 2021 (the “**September 2021 Warrants**”) pursuant to the registration statement on Form S-3 (File No. 333-256827), and (iii) those certain Common Stock Purchase Warrants issued by the Company in March 2022 (the “**March 2022 Warrants**”) and together with the April 2018 Warrants and the September 2021 Warrants, the “**Existing Warrants**”) pursuant to the registration statement on Form S-3 (File No. 333-256827);

**WHEREAS**, the Company and the Holders desire to amend (i) the September 2021 Warrants and the March 2022 Warrants to provide that all of such outstanding warrants shall be automatically exchanged for shares of common stock, par value \$0.001 per share, of the Company (“**Common Stock**”), at a rate of 0.33 shares of Common Stock (the “**Exchange Shares**”) for each September 2021 Warrant or March 2022 Warrant, as applicable, and (ii) the April 2018 Warrants to remove the obligation of the Company to hold the portion of a Distribution (as defined in the April 2018 Warrants) in abeyance in connection with the Beneficial Ownership Limitation (as defined in the April 2018 Warrants);

**WHEREAS**, in connection with the exchange for all of the then outstanding September 2021 Warrants and March 2022 Warrants upon the effectiveness of this Amendment, the Company will issue 76,794 Exchange Shares and 248,124 Exchange Shares, respectively (subject to increase based on rounding for fractional shares), resulting in the issuance of 324,918 Exchange Shares in the aggregate (subject to increase based on rounding for fractional shares); and

**WHEREAS**, pursuant to the terms of the Existing Warrants, the April 2018 Warrants, the September 2021 Warrants and the March 2022 Warrants may each be amended with the written consent of the Company and the holders of a majority of such warrants then outstanding (based on the number of Warrant Shares then underlying such warrants).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that:

1. As of the date that the Company signs this Amendment and substantially identical agreements with holders of at least a majority of each of the then outstanding April 2018 Warrants, September 2021 Warrants and March 2022 Warrants, as applicable (based on the number of Warrant Shares then underlying such warrants) (the “**Effective Date**”), each September 2021 Warrant and March 2022 Warrant is hereby amended by adding the following new Section 2(f):

“f) **Mandatory Exchange**. Notwithstanding any other provision in this Warrant to the contrary, all (and not less than all) of the outstanding Warrants shall be, without any further action by the Holder or the Company, automatically exchanged on the Amendment No. 1 Effective Date (the “**Exchange Date**”) for shares of Common Stock at the exchange rate of 0.33 shares of Common Stock for each Warrant held by the Holder thereof (the “**Consideration**”) (subject to equitable adjustment by the Company in the event of any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Common Stock). No fractional shares or scrip representing fractional shares shall be issued pursuant to this section. As to any fraction of a share which the Holder would otherwise be entitled to in connection with the Consideration, the Company shall round up to the next whole share. On and after the Exchange Date, the Holder of the Warrants shall have no further rights except to receive the Consideration. For purposes hereof, “**Amendment No. 1 Effective Date**” means the Effective Date (as defined in that certain Amendment No.1 to Common Stock Purchase Warrants, dated as of February \_\_, 2023).”

2. As of the Effective Date, Section 3(d) of each April 2018 Warrant is hereby amended and restated as follows:

“d) **Pro Rata Distributions**. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “**Distribution**”), at any time after the issuance of this Warrant, then, in each such case, the Holder shall, upon the exercise of this Warrant, be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.”

3. **Representations and Warranties of the Holders**. Each Holder, for itself and for no other Holder, hereby represents and warrants as of the Effective Date to the Company as follows:

(a) **Organization; Authority**. Such Holder is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by this Amendment and otherwise to carry out its obligations hereunder. The execution and delivery of this Amendment and performance by such Holder of the transactions contemplated by this Amendment have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Holder. This Amendment has been duly executed by such Holder, and when delivered by such Holder in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Holder, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, (ii) as limited by rights relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) **Understandings or Arrangements**. Such Holder is acquiring the Exchange Shares, if applicable, as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Exchange Shares (this representation and warranty not limiting such Holder’s right to sell the Exchange Shares in compliance with applicable federal and state securities laws). Such Holder is acquiring the Exchange Shares hereunder, if applicable, in the ordinary course of its business.

(c) Experience of Such Holder. Such Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Exchange Shares, if applicable, and has so evaluated the merits and risks of such investment. Such Holder is able to bear the economic risk of an investment in the Exchange Shares, if applicable, and, as of the Effective Time, is able to afford a complete loss of such investment.

(d) Access to Information. Such Holder acknowledges that it has had the opportunity to review this Amendment and the SEC Reports, and if applicable, has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning this Amendment and receipt of the Exchange Shares, and the merits and risks of an investment in the Exchange Shares; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate such investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to such investment.

(e) Beneficial Ownership Limitation. Upon consummation of this Amendment, the Holder (together with its Affiliates and any Persons acting as a group together with the Holder or any of such Holder's Affiliates) will not beneficially own in excess of 19.99% of the number of shares of Common Stock or control in excess of 19.99% of the total voting power of the Company's securities outstanding immediately after the Effective Date, provided that the percentage of beneficial ownership and control for the purposes of this section shall be determined pursuant to Section 13(d) of the Exchange Act.

4. Independent Nature of Holder's Obligations and Rights. The obligations of such Holder under this Amendment are several and not joint with the obligations of any other Holder, and such Holder shall not be responsible in any way for the performance or non-performance of the obligations of any other Holder under this Amendment. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Amendment. Such Holder shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Amendment. Each Holder has been represented by its own separate legal counsel in its review and negotiation of this Amendment. It is expressly understood and agreed that each provision contained in this Amendment is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among the Holders.

5. Issuance of Exchange Shares. By virtue of Rule 3(a)(9) under the Securities Act, each of the Exchange Shares shall take on the registered characteristics of the applicable Existing Warrants and shall not bear any restrictive legend and shall be freely tradeable by the Holder.

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6. Delivery of Exchange Shares. The Company shall cause the Exchange Shares to be transmitted by the Transfer Agent to each Holder by crediting the account of such Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC"), or in the event that DWAC instructions are not provided, in book-entry form, by the number of Trading Days comprising the Standard Settlement Period after the date hereof. As used herein, "**Standard Settlement Period**" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date hereof.

7. Securities Laws Disclosure; Publicity. The Company shall file a Current Report on Form 8-K, including this Amendment as an exhibit thereto, with the Commission prior to 9:30 a.m., Eastern Time, on the Business Day immediately following the date hereof. From and after such filing, the Company represents to the Holders that it shall have publicly disclosed all material, non-public information delivered to any of the Holders by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents. In addition, effective upon such filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees, Affiliates or agents, on the one hand, and any of the Holders or any of their Affiliates on the other hand, shall terminate and be of no further force or effect. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Holder, or include the name of any Holder in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Holder, except to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Holders with prior notice of such disclosure permitted.

8. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Warrants are and will remain in full force and effect and are hereby ratified and confirmed by the parties. Without limiting the generality of the foregoing, this Amendment will not be construed as an amendment to or waiver of any other provision of the Warrants. The terms of this Amendment shall control and supersede the terms of the Warrants to the extent inconsistent with the Warrant, but only with respect to the subject matter hereof. On and after the Effective Date, each reference in the Warrants to "the Warrant," "this Warrant," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Warrant as amended by this Amendment.

9. No Third-Party Beneficiaries. This Amendment is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

10. Miscellaneous. This Amendment is governed solely by Nevada law without regard to conflicts of law provisions. This Amendment shall inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and assigns. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment. This Amendment constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

*[Signature Page Follows]*

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4

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

INPIXON

By: \_\_\_\_\_

Name: Nadir Ali  
Title: Chief Executive Officer

*[SIGNATURE PAGES CONTINUE]*

---

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**Name of Holder:** \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**DWAC Instructions for Exchange Shares**

\_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

Existing Warrant	Shares of Common Stock Issuable Upon Exercise	Number of Exchange Shares to be Issued
[•]	[•]	[•]
[•]	[•]	[•]

[Holder Signature Page]

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**LIMITED LIABILITY COMPANY UNIT TRANSFER  
AND JOINDER AGREEMENT**

This Limited Liability Company Unit Transfer and Joinder Agreement (this “Agreement”), dated as of [\_\_\_\_], 2023, is by and between Inpixon, a Nevada corporation (the “Transferor”), and [TRANSFEREE] (the “Transferee”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Amended and Restated Limited Liability Company Agreement of Cardinal Venture Holdings LLC, a Delaware limited liability company (the “Company”) (the “LLC Agreement”), attached hereto as Exhibit A.

WHEREAS, the Transferor desires to transfer to the Transferee, and the Transferee desires to acquire from the Transferor, [#] Class A Units of the Company (the “Class A Units”), on the terms and conditions set forth below.

NOW, THEREFORE, in order to implement the foregoing, and in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Transfer of Units. The Transferor hereby assigns, transfers and conveys to the Transferee, and the Transferee hereby acquires and accepts from the Transferor, [#] Class A Units as bonus consideration in connection with Transferee’s services performed for and on behalf of the Transferor as an [employee][director] of the Transferor.

2. Joinder. Transferee hereby (i) acknowledges that Transferee has received and reviewed in full the LLC Agreement and (ii) acknowledges and agrees that upon execution of this Agreement, Transferee shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

3. Representations and Warranties of Transferor.

3.1 Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

3.2 The Transferor has the requisite power and authority to execute and deliver this Agreement and to perform the Transferor’s obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Transferor and (assuming due authorization, execution, and delivery by the Transferee) constitutes the legal and binding obligation of the Transferor, enforceable against the Transferor in accordance with its terms.

3.3 The Transferor has, and the Transferee is acquiring hereunder, good title to, the Class A Units free and clear of any lien, encumbrance, claim, pledge, restriction on sale or transfer or right or option to purchase (collectively, “Encumbrances”), other than Encumbrances pursuant to the LLC Agreement.

4. Representations and Warranties of Transferee.

4.1 The Transferee has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Transferee and (assuming due authorization, execution, and delivery by the Transferor) constitutes the legal and binding obligation of the Transferee, enforceable against the Transferee in accordance with its terms.

4.2 The Transferee is acquiring the Class A Units pursuant to this Agreement for the Transferee’s own account, for investment and not with a view to the distribution thereof, nor with any present intention of distributing the same.

4.3 The Transferee understands that the Class A Units have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), by reason of its issuance in a transaction exempt from the registration requirements of the Securities Act and that the Class A Units must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from registration.

4.4 The Transferee represents that it is an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and acknowledges the transfer contemplated hereby is being made in reliance on a private placement exemption applicable to “accredited investors” within the meaning of Section 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

4.5 The Transferee has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person or anyone else any of the Class A Units the Transferee hereby acquires (or any part thereof), and the Transferee has no present plans to enter into any such contract, undertaking, agreement or arrangement.

4.6 The Transferee acknowledges and agrees that the Class A Units acquired by it pursuant to this Agreement are subject to restrictions on transfer under the Securities Act and applicable state securities laws and may not be resold in violation thereof. The Transferor shall make a notation regarding the restrictions on transfer of the Class A Units issued pursuant to this Agreement in its books, and such Class A Units shall be transferred on the books of the Transferor only pursuant to and in compliance with the provisions of the Securities Act and applicable state securities laws.

5. Miscellaneous.

5.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.2 Amendment. This Agreement may be amended only by a written instrument signed by each of the parties hereto.

5.3 Applicable Law. The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law.

5.4 Integration. This Agreement and the documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter.



5.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision or provisions were so excluded and shall be enforceable in accordance with its terms.

5.6 Further Assurances. Each party hereto agrees to take all such actions as may be necessary, and to execute and deliver any and all further agreements, documents or instruments necessary, to effectuate this Agreement and the transactions contemplated hereby or as reasonably requested by any party hereto to evidence such party's rights hereunder.

5.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

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3

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IN WITNESS WHEREOF, the parties have executed and delivered this Limited Liability Company Unit Transfer and Joinder Agreement effective as of the date first above written.

**TRANSFEROR:**

**INPIXON**

By: \_\_\_\_\_

Name: Nadir Ali

Title: Chief Executive Officer

[SIGNATURE PAGES CONTINUES]

*[Signature Page to Limited Liability Company Unit Transfer and Joinder Agreement]*

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**TRANSFeree:**

**[TRANSFeree NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*[Signature Page to Limited Liability Company Unit Transfer and Joinder Agreement]*

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**Exhibit A**

See Exhibit 10.2 to the Current Report on Form 8-K filed with SEC on October 5, 2020.

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# CX APP

WORKPLACE EXPERIENCE

CONFIDENTIAL AND HIGHLY RESTRICTED

February 2023

## Disclaimer



**General**

This presentation has been prepared by CXApp Holding Corp. ("CXApp") and KINS Technology Group Inc. ("KINS") and is made for informational purposes only and does not constitute an offer to sell or a solicitation to offer to buy securities, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any state of jurisdiction.

**Safe Harbor Statement under the Private Securities Litigation Act**

All statements in this presentation that are not based on historical fact are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. While management has based any forward-looking statements included in this presentation on its current expectations, the information on which such expectations were based may change. Statements containing words such as "expect", "believe", "should", "anticipate", "intend", "plan", "may", "will", or similar expressions constitute forward-looking expressions. These forward-looking statements are not guarantees of future performance rely on a number of assumptions concerning future events and are subject to a number of risks, uncertainties and other factors, many of which are outside of the control of CXApp and its subsidiaries, which could cause actual results to materially differ from such statements. Such risks, uncertainties, and other factors include, but are not limited to, statements about our proposed and completed acquisitions, the impact of COVID-19 on CXApp's results of operations, our anticipated cash flow balances, our product development plans and marketing initiatives, our ability to compete successfully in our industry, projected operating expenses, projected operating efficiencies, revenues, and capital requirements, and our projected cash position, the fluctuation of economic conditions, competition, the performance of management and employees, our ability to maintain compliance with Nasdaq's minimum bid price requirement and other continued listing requirements. Additional factors that could cause results to differ materially from those described in the forward-looking statements can be found in KINS' Annual Report on Form 10-K for the year ended December 31, 2021, as filed with the Securities and Exchange Commission (the "SEC") on March 30, 2022 and periodic reports and current reports filed with the SEC on or after the date thereof.

All of KINS' and CXApp's forward-looking statements are expressly qualified by all such risk factors and other cautionary statements. Such statements are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, our actual results could differ materially and adversely from those expressed in any forward-looking statements. KINS and CXApp undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise. Statements in this presentation, including factors that we believe may impact our results, are not intended to be exclusive.



### Additional Information and Where To Find It

In connection with the proposed business combination (the "Business Combination") and the distribution of CXApp common stock to Inpixon securityholders, CXApp filed a registration statement on Form S-1 (SEC File No. 333-267964), which includes a final prospectus registering shares of CXApp common stock, and KINS has filed with the SEC a registration statement on Form S-4 (File No. 333-267938) on October 19, 2022, as amended, which includes a final proxy statement/prospectus in connection with the KINS stockholder vote required in connection with the Business Combination and the registration of shares of KINS common stock, warrants and certain equity awards. This communication does not contain all the information that should be considered concerning the Business Combination. The final prospectus filed by CXApp includes the final proxy statement/prospectus filed by KINS, which serves 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 have filed 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 securityholders and other interested persons are advised to read, when available, the definitive registration statements, and documents incorporated by reference therein, as these materials will contain important information about KINS, CXApp and the Business Combination. The final proxy statement/prospectus contained in KINS's registration statement was mailed to KINS's stockholders as of the record date of February 2, 2023 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](http://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 Solicitation

KINS and CXApp and their respective directors and certain of their respective executive officers and other members of management and employees may be considered participants in the solicitation of proxies with respect to the transaction. Information about the directors and executive officers of KINS is set forth in its Annual Report on Form 10-K for the fiscal year ended December 31, 2021. Additional information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation of the stockholders of KINS and a description of their direct and indirect interests in KINS, by security holdings or otherwise, will be included in the proxy statement and other relevant materials to be filed with the SEC regarding the transaction when they become available. Stockholders, potential investors and other interested persons should read the proxy statement carefully when it becomes available before making any voting or investment decisions. When available, these documents can be obtained free of charge from the sources indicated above.

### Distribution, No Offer or Solicitation

The distribution of this presentation may also be restricted by law, and persons into whose possession this presentation comes should inform themselves about and observe any such restrictions. You acknowledge that you are (a) aware that the United States securities laws prohibit any person who has material, non-public information concerning a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and (b) familiar with the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act"), and that you will neither use, nor cause any third party to use this presentation or any information contained herein in contravention of the Exchange Act, including, without limitation, Rule 10b-5 thereunder.

No securities commission or securities regulatory authority in the United States or any other jurisdiction has in any way passed upon the merits of the Business Combination if it occurs or the accuracy or adequacy of this presentation.

### Financial Information; Non-GAAP Financial Measures

Certain financial information and data contained in this presentation is unaudited and does not conform to Regulation S-X. Accordingly, such information and data may not be included in, may be adjusted in or may be presented differently in, CXApp's periodic reports. This presentation contains certain financial information and data that was not prepared in accordance with United States generally accepted accounting principles ("GAAP"), including non-GAAP cost of revenues, non-GAAP research and development expense, non-GAAP selling, general and administrative expense, non-GAAP loss from operations, non-GAAP net loss, and non-GAAP adjusted EBITDA. These non-GAAP measures, and other measures that are calculated using such non-GAAP measures, are an addition to, and not a substitute for or superior to, measures of financial performance prepared in accordance with GAAP and should not be considered as an alternative to any performance measures derived in accordance with GAAP.

CXApp presents these non-GAAP amounts because management believes they provide useful information to management and investors regarding certain financial and business trends relating to CXApp's financial condition and results of operations, and they assist management and investors in comparing CXApp's performance across reporting periods on a consistent basis. CXApp's management uses these non-GAAP measures for trend analyses, for purposes of determining management incentive compensation and for budgeting and planning purposes. CXApp believes that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating operating results and trends in and in comparing CXApp's financial measures with other similar companies, many of which present similar non-GAAP financial measures to investors. CXApp's management does not consider these non-GAAP measures in isolation or as an alternative to financial measures determined in accordance with GAAP.

However, there are a number of limitations related to the use of these non-GAAP measures and their nearest GAAP equivalents. For example, other companies may calculate non-GAAP measures differently, or may use other measures to calculate their financial performance, and therefore CXApp's non-GAAP measures may not be directly comparable to similarly-titled measures of other companies.

### Industry And Market Data

This presentation includes market data and other statistical information from third-party sources. Although CXApp believes these third-party sources are reliable as of their respective dates, none of CXApp or its subsidiaries or affiliates has independently verified the accuracy or completeness of this information. Some data are also based on CXApp's good faith estimates, which are derived from both internal sources and the third-party sources described above. None of CXApp, its affiliates, or any of their respective subsidiaries, directors, officers, employees, members, partners, stockholders or agents make any representation or warranty with respect to the accuracy of such information.

### Trademarks

This presentation contains trademarks and tradenames of CXApp and of other parties, and are the property of their respective owners. Third-party logos included herein may represent past customers, present customers or may be provided simply for illustrative purposes only. Inclusion of such logos does not necessarily imply affiliation with or endorsement by such firms or businesses. There is no guarantee that either KINS or CXApp will work, or continue to work, with any of the firms or businesses whose logos are included herein in the future.

# KINS Overview

Led by operators with deep domain expertise



**Khurram Sheikh**  
 Founder, CEO & Chairman

25 years of experience in TMT developing and leading transformational technologies, 4G, Wi-Fi, 5G, Edge AI, IoT



**Eric Zimits**  
 Chief Corporate Development Officer

Extensive experience focused on the wireless and mobile communications and internet sectors



**Camillo Martino**  
 Board Member



**Di-Ann Eisnor**  
 Board Member



**Hassan Ahmed**  
 Board Member



**Atif Rafiq**  
 Board Member



**Allen Salmasi**  
 Board Member











## Transformational Technologies

- KINS Technology Group is a Nasdaq-listed (KINZ) SPAC which completed its IPO in December 2020
- KINS is focused on identifying and acquiring transformative technology businesses that are shaping the digital future
- The KINS team has experience transforming technology ecosystems and creating *disruptive business models* (e.g. mobile networks, digital video, edge compute, mobile apps)

*Leading Workplace Experience Platform  
 Providing Transformational Experiences  
 Across People, Places & Things.*

# Leadership

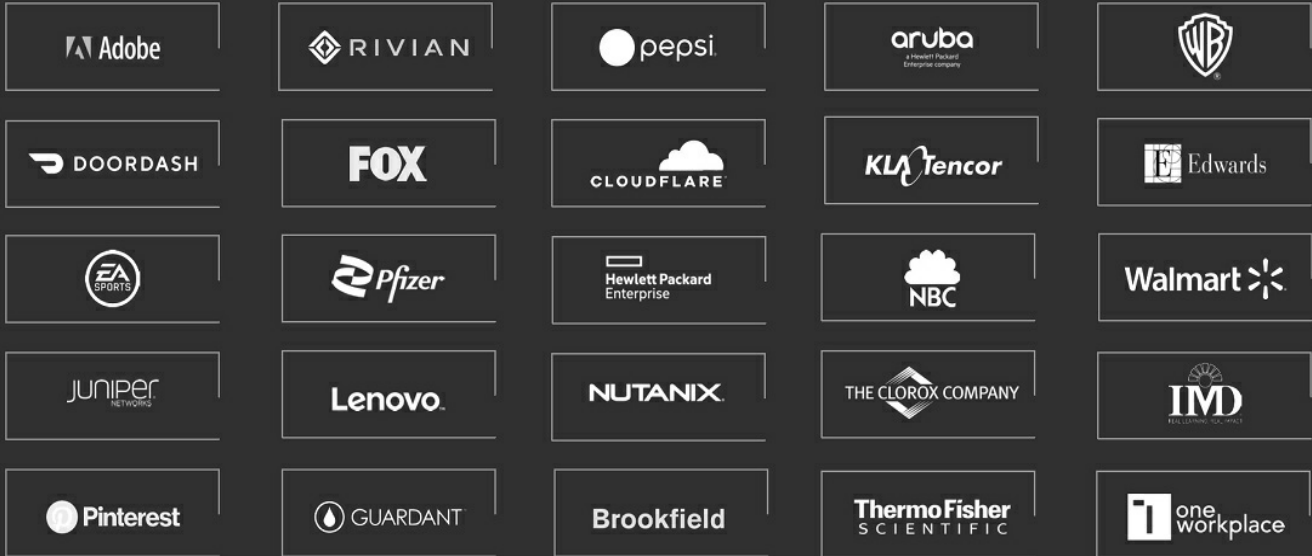
## Management team

<p><b>Khurram Sheikh</b> Chairman &amp; CEO</p> 			<p><b>Leon Papkoff</b> Chief Product Officer Leads Design, Product, Marketing, and Partnerships</p> 
<p><b>Adam Benson</b> Chief Technology Officer Leads R&amp;D, DevOps and Engineering</p> 			<p><b>Michael Angel</b> Chief Financial Officer Leads Finance, Planning and Accounting</p> 
<p><b>Chris Wiegand</b> EVP Business Operations Leads Customer Success and Revenue Operations</p> 			

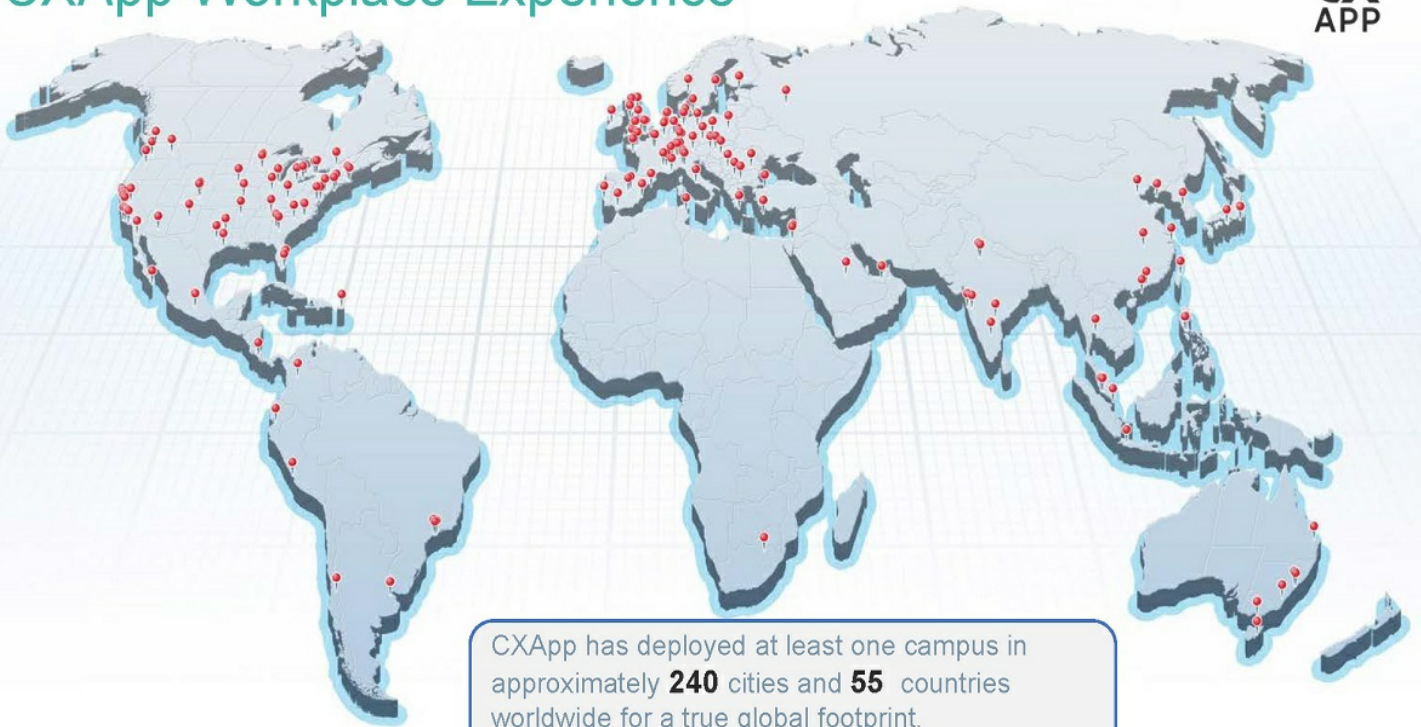
# Market Positioning

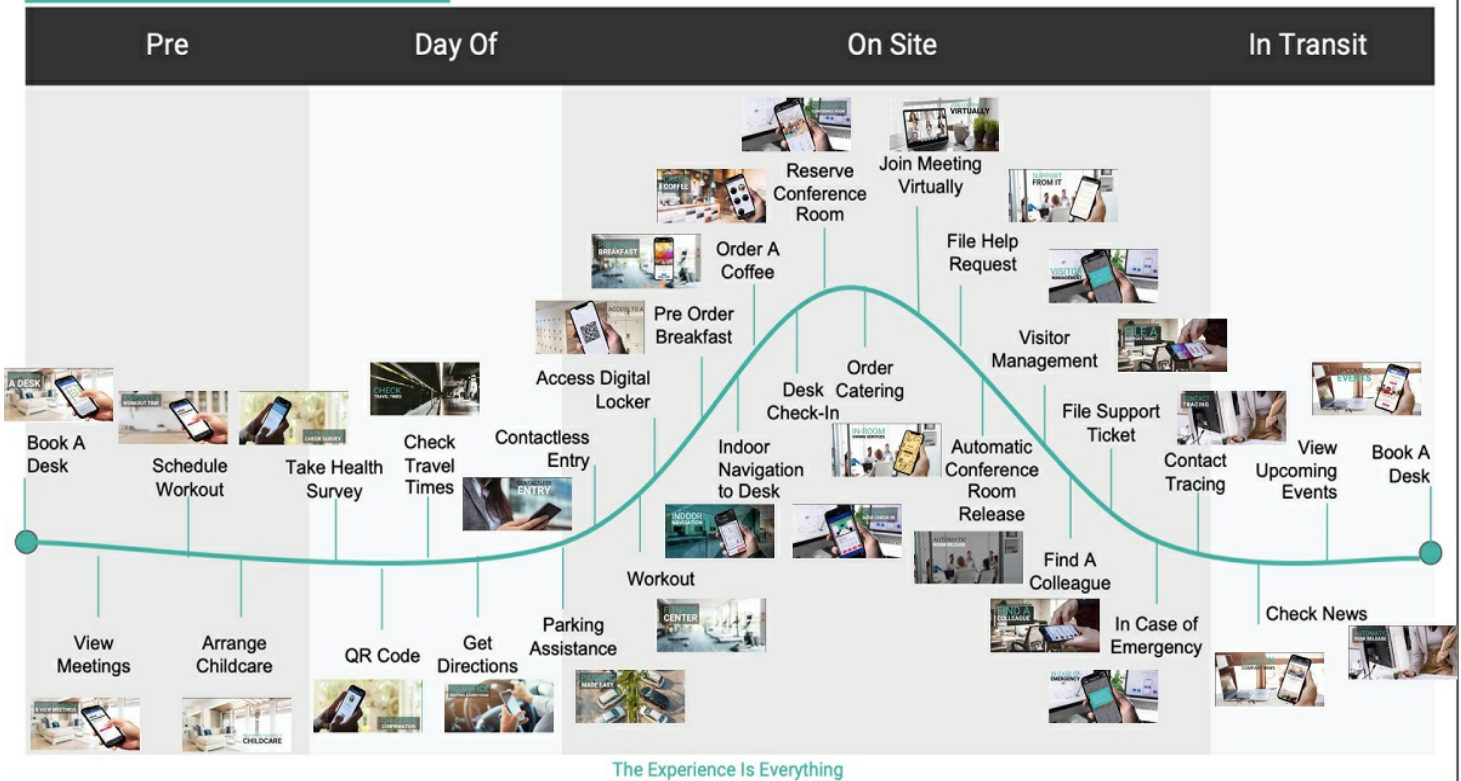
- Leader in Enterprise Employee Experiences
- Global Client Base includes over a dozen F500 companies
- An experienced team that leverages innovation to bring world class solutions to market
- Product suite includes App, Maps, On-Device Positioning (ODP), Augmented Reality (AR) and AI-based Analytics Platform
- International workforce – headquartered in SF Bay Area
- Key Customer market focus has been North American companies with a global footprint
- New ticker **CXAI** – representing our vision of enhanced experiences with connected intelligence

# Great success comes with great customers



## CXApp Workplace Experience





Hybrid work changed *everything*

**EMPLOYEES ARE FRUSTRATED**  
They struggle with work/life balance, want flexible work choices, are overwhelmed by too many tools, and need better ways to connect with colleagues.

**EMPLOYERS ARE STRUGGLING**  
They need to consolidate systems, find ways to empower employees, and are under-informed on how everything is actually working.

CX APP



# CXApp Is ...

## The Workplace SuperApp

- Always connected
- 100+ 3<sup>rd</sup> party platform integrations
- Over 150 native features
- One mobile app, one login



# Workplace SuperApp

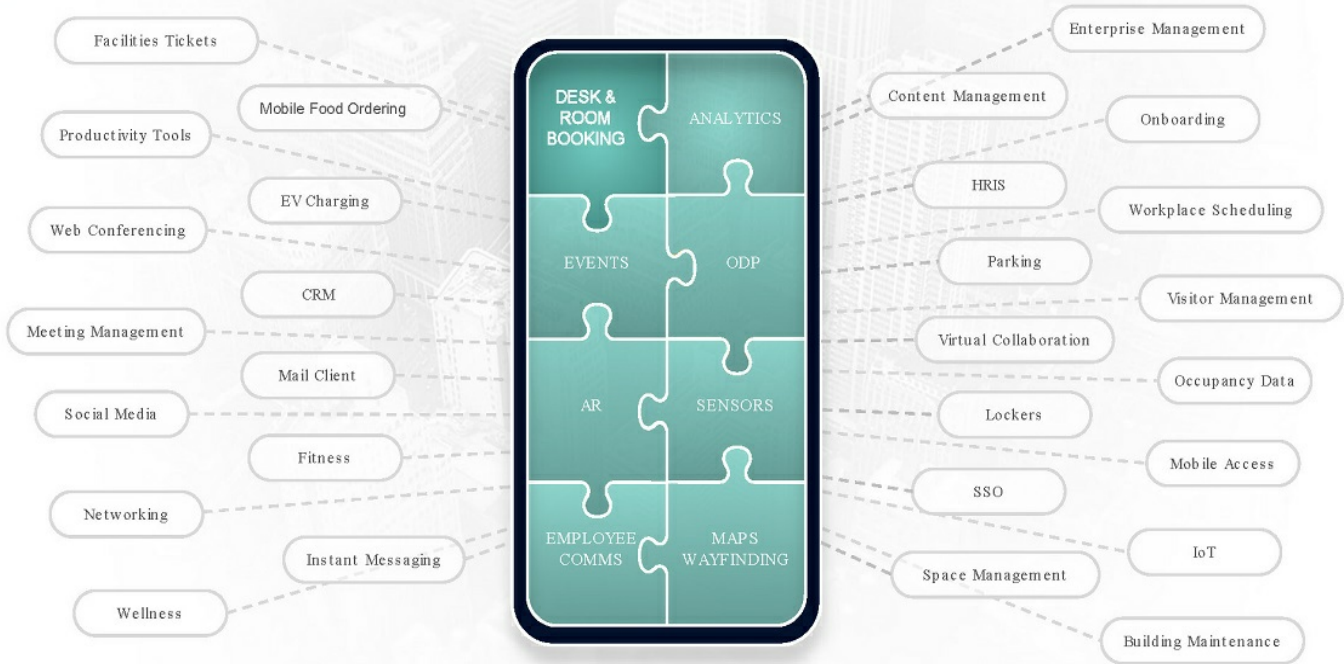
*/'wɜrkplās /'soʊpər ap /*

*proper noun*

1. Platform that consolidates the services, features, and functions of your workplace tech stack into a single mobile app



# Engaging Services for Employees



# Market Approach

## Key Target Market Segments



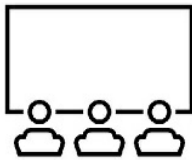
Financial Services



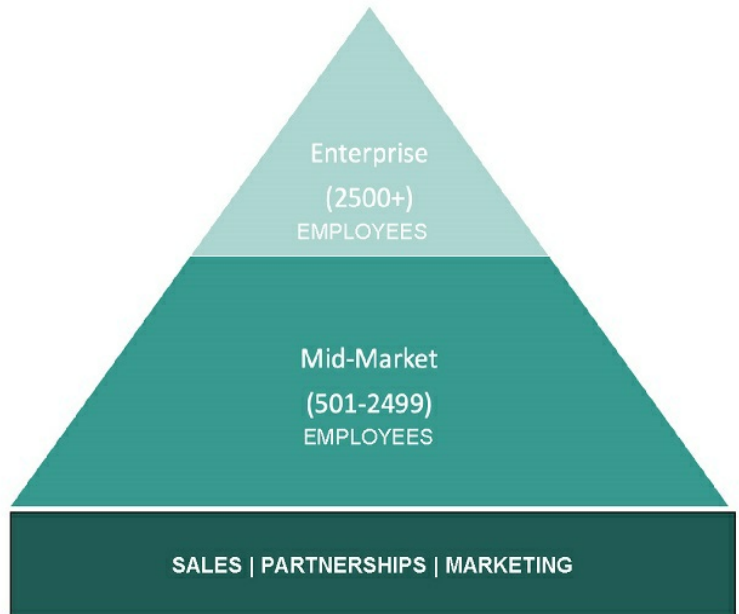
Pharma/Health



Software/Tech



Media/Entertainment



# Why We Win

Our Unique And Differentiated Approach To The Market



# A Strategic Imperative

Over the next 5 years, leading enterprise organizations will be using a mobile app to manage workplace experience

Total Addressable Market w/ high growth rate and CAGR driven by the need to:

- Manage hybrid workplace models
- Consolidate workplace tools and experiences
- Improve productivity

Workplace Experience Apps 2020 to 2025 (\$ millions) – 19% CAGR



Source: Memoori Workplace Experience Apps Report 2021

# Product Vision

First to Market with Disruptive Innovation

## SaaS Platform



Deliver the first enterprise-grade SaaS platform at scale for new category

## Augmented Reality



First Augmented Reality (AR) solution creating pioneering user interface and engaging experiences

## AI & Analytics



AI-based analytics platform delivering value-based operational efficiency and workplace transformation

# Business Strategy & Plan

Scale to "Category Maker"

## Land and Expand



Leading logo wins and large-scale expansions resulting in repeatable sales model

## Full Software Solution Offering



Full solution offering from maps to analytics and 100+ third party integrations provide one-stop offering

## Category Maker Opportunity



Create new enterprise software category of employee experiences

# Financial Model and Plan

## Streamlined for Success

### Optimized Cost Structure



Spin-out CXApp will be cost-optimized as a separate business with an anticipated adjusted annual OpEx\* reduction of approximately 40% following closing as compared to 12/31/22.

### Capitalized for Org. Growth



SPAC business combination will provide up to \$14M of capital resulting in 12-18 months of runway (assuming no redemptions) and 2X+ investment in organic sales

### Leading SaaS Metrics



- >400+ enterprise campuses deployed globally
- 40%+ growth in new customer spend within first 12 months
- <5% average quarterly churn rate

*Stats as of December 31, 2022*

\*Adjusted OpEx for this purpose does not include non-cash items such as, but not limited to, goodwill, amortization, depreciation, etc.

SIMPLIFY THE COMPLEXITIES  
**OF HYBRID WORK**

HELP EMPLOYEES & OPERATIONS  
MAKE DATA-DRIVEN DECISIONS  
**IN REAL-TIME**

THROUGH A SINGLE  
**MOBILE APP**

CONNECT EVERY EXPERIENCE

**IN THE WORKPLACE**

No Matter Who You Are, Where You Are, or What You're Doing



# Thank You

Power the Workplace

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