

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): April 9, 2021

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:

communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

regarding material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

preliminary communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

preliminary 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 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 Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

Sysorex Securities Settlement Agreement

On April 14, 2021, Inpixon (the “Company”) entered into a Securities Settlement Agreement (the “SSA”) and a Rights Letter Agreement (the “RLA”), each with Sysorex, Inc., a Nevada corporation (“Sysorex”), whereby Sysorex agreed to satisfy in full its outstanding debt, in the aggregate amount of \$9,088,175.97 as of March 31, 2021, owed to the Company under that certain secured promissory note, originally dated December 31, 2018, as amended from time to time, and in connection with that certain settlement agreement, dated February 20, 2019, by and among the Company, Sysorex and Atlas Technology Group, LLC (the “Debt Settlement”). To effect the Debt Settlement, Sysorex agreed to issue to the Company (i) pursuant to the terms of the SSA, 12,972,189 shares of its common stock, \$0.00001 par value per share, and (ii) rights to acquire 3,000,000 additional shares of its common stock pursuant to the terms of the RLA. The Debt Settlement was entered into in connection with Sysorex’s closing of a reverse triangular merger with TTM Digital Assets & Technologies, Inc.

The SSA includes representations, warranties and covenants made by the parties that are customary for agreements of this type. In addition, under the RLA, the Company is subject to a beneficial ownership limitation that states that in no event will the Company be issued that number of shares which would result in the Company’s beneficial ownership in Sysorex exceeding 9.99%.

In connection with the Debt Settlement, the Company also entered into a Registration Rights Agreement, dated as of April 14, 2021 (the “RRA”), with Sysorex and certain other shareholders of Sysorex (the “Holders”). Pursuant to the terms of the RRA, Sysorex must, subject to certain limitations, register the resale of the shares of common stock held by the Company and the Holders, with the U.S. Securities and Exchange Commission (the “SEC”), during the period that begins on the 90th day following April 14, 2021. In the event Sysorex fails to register such shares within that timeframe, or otherwise fails to meet its obligations under the RRA, then, subject to certain limitations, the Company and the Holders may be entitled to receive from Sysorex an amount in cash equal to the product of 1.5% multiplied by the value of their shares (as set forth in the RRA), which amount is payable each month for so long as the failure continues.

Also, under the RRA, if Sysorex determines to prepare and file with the SEC a registration statement relating to an offering of any of its equity securities, for its own account or the account of others, then the Company and the Holders will have the right, subject to certain limitations, to require Sysorex to include in such registration statement all or any part of the shares of common stock held by them.

Nadir Ali, the Company’s Chief Executive Officer and a member of the Company’s board of directors, is also a director of Sysorex, although Mr. Ali expects to resign as a director of Sysorex within thirty (30) days of April 14, 2021. In addition, Nadir Ali entered into a consulting agreement with Sysorex, pursuant to which he agreed to provide certain business services specified in the agreement for the benefit of Sysorex in exchange for shares of Sysorex’s common stock.

The foregoing descriptions of the SSA, RLA and RRA do not purport to be a complete descriptions of the rights and obligations of the parties thereunder and are qualified in their entirety by reference to the full text of the SSA, RLA and the form of RRA, copies of which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K, and are incorporated herein by reference.

Closing of the Game Your Game Acquisition

On April 9, 2021 (the “Closing Date”), the Company acquired (the “Acquisition”) 522,000 shares of common stock (the “Purchased Shares”) of Game Your Game, Inc., a Delaware corporation (“GYG”), which represent 52.2% of the outstanding shares of common stock of GYG on a fully diluted basis, pursuant to that certain Stock Purchase Agreement, dated as of March 25, 2021 (the “Purchase Agreement”), with GYG, Rick Clemmer (“Clemmer”) and Martin Manniche (“Manniche,” and, together with Clemmer, the “Sellers”). GYG’s business consists of developing and providing solutions using sports data and analytics.

At the closing of the Acquisition, the Company acquired the Purchased Shares from GYG and the Sellers as follows: (i) GYG issued 283,473 Purchased Shares to the Company, and in exchange, the Company paid GYG \$1,666,932 in cash, and (ii) the Sellers sold an aggregate of 238,527 Purchased Shares to the Company, and in exchange, the Company issued an aggregate of 1,179,077 shares of its common stock, par value \$0.001 per share (the “Buyer Shares”), to the Sellers. The Company issued the Buyer Shares in reliance upon an exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”). In addition, at the closing, Nadir Ali, the Company’s Chief Executive Officer and member of the Company’s board of directors, was appointed as the sole member of GYG’s board of directors.

In connection with the closing of the Acquisition, the Company entered into a Stockholders' Agreement, dated as of the Closing Date (the "Stockholders' Agreement"), with GYG and certain other stockholders of GYG, including the Sellers and the stockholders identified on Exhibit A of the Stockholders' Agreement (collectively, the "Minority Stockholders"). Pursuant to the terms of the Stockholders' Agreement, the Minority Stockholders agreed to vote their shares to (i) ensure that GYG's board of directors is comprised of one director and (ii) elect the person the Company designates from time to time to serve as GYG's sole director.

The Stockholders' Agreement imposes certain transfer restrictions on the Minority Stockholders, with limited exceptions for Minority Stockholders other than the Sellers. In addition, under the Stockholders' Agreement, the Company has a right of first refusal in the event a Minority Stockholder wants to transfer shares to a third party, as well as customary drag-along rights in the event a third party offers to purchase all of GYG's outstanding capital stock.

The Stockholders' Agreement also grants the Company an option (the "Purchase Option") to purchase all of the remaining outstanding capital stock, on a fully diluted basis, of GYG (the "Remaining Shares"). The Purchase Option is exercisable by the Company at any time prior to the 3rd anniversary of the Closing Date. Upon exercise of the Purchase Option, the Company will be entitled to purchase the Remaining Shares for an aggregate purchase price of \$7,170,000, subject to a downward adjustment if GYG is unable to achieve certain financial-based performance targets during a specified period of time.

The foregoing description of the Purchase Agreement and the Stockholders' Agreement does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the full text of the Purchase Agreement, which was filed with the SEC as Exhibit 2.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, and the Stockholders' Agreement, which is attached hereto as Exhibit 10.4 to this Current Report on Form 8-K, and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K, to the extent required by this Item 3.02, is incorporated herein by reference. The issuance of the Buyer Shares to the Sellers was not registered under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) thereof.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
2.1*	Stock Purchase Agreement, dated as of March 25, 2021, among Inpixon, Game Your Game, Inc., Rick Clemmer and Martin Mannich (Filed as Exhibit 2.23 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2021 and incorporated herein by reference).
10.1	Securities Settlement Agreement, dated as of April 14, 2021, by and between Sysorex, Inc. and Inpixon
10.2	Right to Shares Letter Agreement, dated as of April 14, 2021, by and between Sysorex, Inc. and Inpixon.
10.3	Form of Registration Rights Agreement, dated as of April 14, 2021 by and among Sysorex, Inc. and the parties to the Securities Subscription Agreement and certain other parties.
10.4**	Stockholders' Agreement, dated as of April 9, 2021, among Inpixon, Game Your Game, Inc. and the Minority Stockholders.

* Schedules, exhibits and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish copies of such omitted materials supplementally upon request by the SEC.

** Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain information contained in this exhibit has been omitted by means of redacting a portion of the text and replacing it with [***], because it is both (i) not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K may be deemed to contain forward-looking statements, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, including the future exercise of the Purchase Option and the time frame in which this will occur. Statements regarding future events are based on the parties' current expectations and are necessarily subject to associated risks related to, among other things, the Company's determination as to if and when to exercise the Purchase Option and other general economic conditions. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. For information about the factors that could cause such differences, please refer to the Company's filings with the SEC. Given these uncertainties, you should not place undue reliance on these forward-looking statements. The Company assumes no obligation to update any forward-looking statement.

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.

Date: April 14, 2021

INPIXON

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

SECURITIES SETTLEMENT AGREEMENT

This **SECURITIES SETTLEMENT AGREEMENT** (the “**Agreement**”), dated as of April 14, 2021 (the “**Effective Date**”), is by and between Sysorex, Inc., a Nevada corporation (the “**Company**”), and Inpixon, a Nevada corporation (“**Inpixon**”).

RECITALS:

WHEREAS, Inpixon is entitled to the repayment of debt as set forth on Schedule 1 in the aggregate principal amount (together with accrued interest through March 31, 2021) of \$9,088,175.97 (the “**Indebtedness**”); and

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger by and among the Company, TTM Acquisition Corp., a Nevada corporation and TTM Digital Assets & Technologies, Inc., Nevada Corporation (“**TTM**”), dated as of April 8, 2021, pursuant to which the Company will acquire all of the issued and outstanding capital stock of TTM (the “**Transaction**”); and

WHEREAS, in connection with the Transaction, the Company and Inpixon desire to enter into this Agreement whereby the Company will issue to Inpixon an aggregate of 15,972,189 shares (the “**Shares**”) of the Company’s common stock, \$0.00001 par value per share (“**Common Stock**”), determined by dividing the Indebtedness by a price per share equal to \$0.569 in full satisfaction and payment in full of the Indebtedness in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above incorporated herein by this reference and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Inpixon hereby agree as follows:

1. ISSUANCE OF SECURITIES IN FULL SATISFACTION OF INDEBTEDNESS.

(a) Issuance of Common Stock. In connection and concurrent with the effective time of the closing of the Transaction (the “**Transaction Effective Time**”), in full satisfaction and in lieu of cash payment of the Indebtedness due to Inpixon, on the Closing Date (as defined below) the Company will issue:

(i) 12,972,189 Shares on the Closing Date (the “**Closing Shares**”); and

(ii) rights to acquire an additional 3,000,000 Shares (the “**Rights**”, and together with the Shares, the “**Securities**”) in accordance with the terms of the Right to Shares Letter Agreement attached hereto as Exhibit A (the “**Rights Letter Agreement**”).

(b) Closing. The sale and purchase of the Securities shall take place at a closing (the “**Closing**”) to be managed by the remote exchange of documents. The date and time of the Closing shall be concurrent with the Transaction Effective Time, or at such other time or on such other date as parties hereto may mutually agree in writing (the “**Closing Date**”).

(c) Closing Deliveries.

(i) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to Inpixon:

(A) a copy of the irrevocable instructions to the Company transfer agent (“**Transfer Agent**”) instructing the Transfer Agent to deliver the Closing Shares, on an expedited basis, and in all cases on or before the close of business on the second (2nd) Trading Day following the Closing Date, in book entry form, in the name of Inpixon;

(B) the Rights Letter Agreement, duly executed by the Company; and

(C) the Registration Rights Agreement, by and between the Company and Inpixon in the form attached hereto as Exhibit B (the “**Registration Rights Agreement**”, together with this Agreement and the Rights Letter Agreement, the “**Transaction Documents**”), duly executed by the Company.

(ii) On or prior to the Closing Date, Inpixon shall deliver or cause to be delivered to the Company, as applicable, the following:

(A) the Rights Letter Agreement, duly executed by Inpixon;

(B) the Registration Rights Agreement, duly executed by Inpixon; and

(C) evidence of the cancellation of the Indebtedness.

“**Trading Day**” refers to a day on which the principal market or exchange on which the Company’s Common Stock is then listed or quoted for trading, including, the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or the OTCQB Marketplace maintained by the OTC Market Group Inc. (or any successors to any of the foregoing).

2. INPIXON’S REPRESENTATIONS AND WARRANTIES.

Inpixon represents and warrants to the Company with respect to only itself that, as of the date hereof and the Closing Date:

(a) Validity; Enforcement. This Agreement has been duly and validly authorized, executed and delivered on behalf of Inpixon and shall constitute the legal, valid and binding obligation of Inpixon enforceable against Inpixon in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

(b) No Conflicts. The execution, delivery and performance by Inpixon of this Agreement and the consummation by Inpixon of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of Inpixon or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which

Inpixon is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to Inpixon, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Inpixon to perform its obligations hereunder.

(c) Information and Sophistication. During the course of this transaction, the Company has furnished Inpixon with all information regarding the Company and the Securities that Inpixon has requested or desired to know, has afforded Inpixon the opportunity to ask questions of, and to receive answers from, duly authorized officers or other representatives of the Company concerning the terms and conditions of this Agreement, the Securities contemplated hereunder, and the affairs of the Company and any additional information relating to this Agreement or Securities and requested by Inpixon. In evaluating the suitability of an investment in the Company, Inpixon hereby acknowledges and represents that:

(i) Inpixon has prior investment experience, including investment in securities that are not listed, are unregistered and are not traded on any stock exchange or an automated quotation system; and

(ii) Inpixon, either by reason of Inpixon's own business or financial experience or that of Inpixon's professional advisors as discussed in clause (i) above, as applicable, possesses sufficient knowledge and experience in financial and business matters so as to be capable of assessing the merits and risks of an investment in the Securities; and

(iv) has reviewed the SEC Reports (defined below).

(d) No General Solicitation. The Securities were not offered or sold to Inpixon by means of, and Inpixon is not purchasing the Securities in reliance on, any form of general solicitation or general advertising and in connection therewith, Inpixon: (i) did not receive or review any advertisement, article, notice or other communication published in a newspaper, magazine or similar media or broadcast over television or radio, either closed circuit or generally available; and (ii) did not attend any seminar meeting or industry investor conference any of whose attendees were invited by general solicitation or general advertising, and is not otherwise relying on any communication that Inpixon has reason to know was presented at such a meeting or conference.

(e) Registration and Exemption. Inpixon hereby acknowledges that the Securities have not been reviewed by the SEC or any state regulatory authority, and that the offer and issuance sale of the Securities is intended to be exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "**Securities Act**") based in part upon Inpixon's representations and warranties contained in this Agreement. Inpixon agrees it will not sell or otherwise transfer the Securities unless and until the Securities are either registered under the Securities Act and any applicable state securities laws or the Company receives an opinion of counsel satisfactory to the Company that an exemption from such registration is available. Inpixon acknowledges that no federal or state agency has made any determination as to the fairness of the offering of the Securities, or any recommendation or endorsement of the Securities. Inpixon acknowledges that at such time, if ever, as the Securities are registered under the Securities Act, sales of the Securities will remain subject to state securities laws.

(f) Legend. Inpixon consents to the placement of a legend on any certificate or other document evidencing the Securities that such Securities have not been registered under the Securities Act or any state securities or other “blue sky” laws, and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. Inpixon is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Securities.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to Inpixon that, as of the date hereof and the Closing Date:

(a) Organization and Qualification. The Company and each of its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document; (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole; or (iii) a material adverse effect on the Company’s ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a “**Material Adverse Effect**”) and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement; Validity. The Company has the requisite power and authority to enter into and perform its obligations under this Agreement or any of the Transaction Documents and to issue the Securities in accordance with the terms hereof and thereof. The execution and delivery of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby (including, without limitation, the issuance of the shares of Common Stock) have been duly authorized by the Company’s board of directors and no further filing, consent or authorization is required by the Company, its subsidiaries, their respective boards of directors or their stockholders or other governing body. This Agreement and each other Transaction Document has been duly executed and delivered by the Company, and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law.

(c) Issuance of Securities. The issuance of the Securities is duly authorized and the Securities, when issued, shall be validly issued, fully paid and non-assessable and free from all

preemptive or similar rights, mortgages, defects, claims, liens, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances (collectively “**Liens**”) with respect to the issuance thereof.

(d) No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Securities) will not (i) result in a violation of the Articles of Incorporation (as defined below), Bylaws (as defined below) or other organizational documents of the Company or any of its subsidiaries, or any capital stock or other securities of the Company or any of its subsidiaries; (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its subsidiaries is a party; or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, foreign, federal and state securities laws and regulations applicable to the Company or any of its subsidiaries or by which any property or asset of the Company or any of its subsidiaries is bound or affected.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other U.S. federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than such filings as may be required to be made under applicable federal and state securities laws.

(f) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the twelve months preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “**SEC Reports**”) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company is not and has not been subject to Rule 144(i). The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“**GAAP**”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(g) Holding Period and Tacking. The Company represents, warrants and agrees that for the purposes of Rule 144 (“**Rule 144**”) of the Securities Act, the holding period of the Securities may be tacked on the holding period of the Indebtedness. The Company agrees not to take a position contrary to this Section 3(f) in any document, statement, setting, or situation. The Company acknowledges and understands that the representations and agreements of the Company in this Section 3(f) are a material inducement to Inpixon’s decision to consummate the transactions contemplated herein.

(h) Private Placement. Assuming the accuracy of the representations and warranties of Inpixon set forth in Section 3, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to Inpixon as contemplated by this Agreement.

4. COVENANTS.

(a) Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Securities), a register for the Securities in which the Company shall record (x) the name and address of the person in whose name the shares of Common Stock have been issued (including the name and address of each transferee) and (y) the aggregate number of shares of Common Stock held by such Person. The Company shall keep the register open and available at all times during business hours for inspection of any Inpixon representative or its legal representatives.

(b) Legends. The Securities to be issued under this Agreement are being issued in accordance with an exemption from registration pursuant to Section 4(a)(2) of the Securities Act, and certificates and any other instruments evidencing the Securities should bear the following restrictive legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER INDEBTEDNESS SECURED BY SUCH SECURITIES.

(c) Rule 144: Current Information. For so long as Inpixon owns the Securities, the Company will timely file on the applicable deadline all reports required to be filed with the U.S. Securities and Exchange Commission (the “**SEC**”) pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and will take all reasonable action under its control to ensure

that adequate current public information with respect to the Company, as required in accordance with Rule 144 of the Securities Act is publicly available, and will not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would permit such termination.

(d) Registration Rights. Inpixon shall be entitled to the registration rights described in the Registration Rights Agreement and the Company agrees to register the Securities in accordance with the terms and conditions of the Registration Rights Agreement.

5. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Nevada, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude Inpixon from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to Inpixon or to enforce a judgment or other court ruling in favor of Inpixon. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

(c) Headings; Gender. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder,"

“hereof” and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement supersedes all other prior oral or written agreements between Inpixon and the Company and contains the entire understanding of the parties solely with respect to the matters covered herein except as set forth in the other Transaction Documents. For clarification purposes, the Recitals are part of this Agreement and the Transaction Documents remains in full force and effect. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and Inpixon.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been given and delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or electronic mail; or (iii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. As used herein “**Business Day**” means any 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 remain closed. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Sysorex, Inc.
13880 Dulles Corner Lane, Suite 175
Herndon, VA 20171
Email: Zaman.Khan@sysorexinc.com
Attn: Zaman Khan

If to Inpixon:

Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303
E-mail: Nadir.Ali@Inpixon.com; Melanie.Figueroa@Inpixon.com

Attn: Nadir Ali, Melanie Figueroa

or to such other address, e-mail address and/or facsimile number and/or to the attention of such other Person as their recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail containing the time, date, recipient facsimile number, if applicable, and, with respect to each facsimile transmission, an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

(i) Survival. The representations, warranties, agreements and covenants contained herein shall survive the Closing.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. Each and every reference to share prices, shares of Common Stock and any other numbers in this Agreement that relate to the Common Stock shall be automatically adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions that occur with respect to the Common Stock after the date of this Agreement through the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Inpixon and the Company have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

INPIXON

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

COMPANY:

SYSOREX, INC.

By: /s/ Zaman Khan
Name: Zaman Khan
Title: Chief Executive Officer

[Signature Page to Securities Settlement Agreement]

SCHEDULE 1

Indebtedness	Outstanding Balance as of March 31, 2021 (principal plus interest)
Secured Promissory Note, originally issued on December 31, 2018 (as amended from time to time)	\$8,388,957.38
Settlement Agreement, dated February 20, 2019 by and among Inpixon, the Company and Atlas Technology Group, LLC	\$699,218.59

EXHIBIT A

FORM OF RIGHT TO SHARES LETTER AGREEMENT

See Exhibit 10.2 to Inpixon's Current Report on Form 8-K filed with the SEC on April 14, 2021

EXHIBIT B

FORM OF Registration Rights Agreement

See Exhibit 10.3 to Inpixon's Current Report on Form 8-K filed with the SEC on April 14, 2021

RIGHT TO SHARES LETTER AGREEMENT

This Right to Shares Letter Agreement, dated as of April 14, 2021 (this “Agreement”) constitutes an agreement between Sysorex, Inc., a Nevada corporation (the “Company”) and Inpixon, a Nevada corporation (“Inpixon”). Any capitalized terms not defined herein shall have the meaning set forth for such term in the Settlement Agreement (defined below).

WHEREAS, the Company and Inpixon entered into that certain Securities Settlement Agreement, dated as of the date of this Agreement (the “Settlement Agreement”), pursuant to which the Company agreed to issue an aggregate of Shares of the Company’s Common Stock, in exchange for the satisfaction of the Indebtedness, including 12,972,190 Shares representing the Closing Shares and an additional 3,000,000 Shares (the “Rights Shares”) underlying the Rights described in this Agreement; and

WHEREAS, subject to the terms and conditions set forth herein, from time to time, the Company shall be obligated to issue and Inpixon shall have the right to the issuance of the Rights Shares, subject to adjustment hereunder (such right of Inpixon, the “Right”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, as amended, modified or supplemented from time to time in accordance with its terms.

Section 2. Issuance of Rights Shares.

Section 2.1 Issuance of Right in Lieu of Share Issuance. In lieu of issuing the Rights Shares to Inpixon at the Closing, the Company hereby grants the Right to Inpixon. The Company and Inpixon hereby agree that no additional consideration is payable in connection with the issuance of the Rights Shares. Inpixon acknowledges and agrees that the Company has no obligation to repay the Indebtedness to Inpixon, or any assignee or successor to Inpixon.

Section 2.2 Right of Issuance of Shares. Subject to the terms hereof, the exercise of the Right may be made, in whole or in part, at any time or times on or after the date hereof by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Purchaser at the address of Inpixon appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Issuance Form annexed hereto requesting the issuance of Rights Shares. Partial exercises of the Right resulting in issuances of a portion of the total number of Rights Shares available hereunder shall have the effect of lowering the outstanding number of Rights Shares purchasable hereunder in an amount equal to the applicable number of Rights Shares issued. Inpixon and the Company shall maintain records showing the number of Rights Shares issued and the date of such issuances. The Company shall deliver any objection to any Notice of Issuance Form within two (2) Business Days of receipt of such notice. **Inpixon and any assignee, by assignment of this Agreement, acknowledge and agree that, by reason of the provisions of this paragraph, following the issuance of a portion of the Rights Shares hereunder, the number of Rights Shares available for issuance hereunder at any given time may be less than the amount stated in Section 2 hereof.**

Section 2.3 Delivery of Certificates. Certificates for the Rights Shares issued hereunder shall be transmitted by the Transfer Agent to Inpixon by crediting the account of Inpixon's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Rights Shares to or resale of the Rights Shares by Inpixon or (B) the Rights Shares are eligible for resale by Inpixon without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by book entry (which may include direct registration (DRS), or physical delivery to the address specified by Inpixon in the Notice of Issuance by the date that is two (2) Trading Days after the delivery to the Company of the Notice of Issuance (such date, the "Share Delivery Date"). The Rights Shares shall be deemed to have been issued, and Inpixon or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Right has been exercised.

Section 2.4 Compensation for Buy-In on Failure to Timely Deliver Certificates. In addition to any other rights available to Inpixon, if the Company fails to cause the Transfer Agent to transmit to Inpixon a certificate or the certificates representing the Rights Shares pursuant to an exercise on or before the Share Delivery Date, and if after such date and prior to the delivery of such certificate or certificates Inpixon is required by its broker to purchase (in an open market transaction or otherwise) or Inpixon's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by Inpixon of the Rights Shares which Inpixon anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to Inpixon the amount, if any, by which (x) Inpixon's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Rights Shares that the Company was required to deliver to Inpixon in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of Inpixon, either reinstate the portion of the Right and equivalent number of Rights Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded, and Inpixon shall promptly return to the Company the certificates issued to such Purchaser pursuant to the rescinded Notice of Issuance) or deliver to Inpixon the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if Inpixon purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay Inpixon \$1,000. Inpixon shall provide the Company written notice indicating the amounts payable to Inpixon in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit Inpixon's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Right as required pursuant to the terms hereof.

Section 2.5 Charges, Taxes and Expenses. Issuance of certificates for Rights Shares shall be made without charge to Inpixon for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of Inpixon or in such name or names as may be directed by Inpixon; provided, however, that in the event certificates for Rights Shares are to be issued in a name other than the name of Inpixon, Inpixon shall deliver the Assignment Form attached hereto duly executed by Inpixon and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for the processing of any Notice of Issuance.

Section 2.6 Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of the Right, pursuant to the terms hereof.

Section 2.7 Limitations. Inpixon shall not have the right to exercise any portion of the Right, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Issuance, Inpixon (together with Inpixon's affiliates, and any other persons acting as a group together with Inpixon or any of Inpixon's affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by Inpixon and its affiliates shall include the number of shares of Common Stock issuable upon exercise of the Right with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of the Right beneficially owned by Inpixon or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by Inpixon or any of its Affiliates. The Company shall not be liable for any instruction received by Inpixon. Except as set forth in the preceding sentence, for purposes of this Section 2.7, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by Inpixon that the Company is not representing to Inpixon that such calculation is in compliance with Section 13(d) of the Exchange Act and Inpixon is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2.7 applies, the determination of whether the Right is exercisable (in relation to other securities owned by Inpixon together with any affiliates) and of which portion of the Right is exercisable shall be in the sole discretion of Inpixon, and the submission of a Notice of Issuance shall be deemed to be Inpixon's determination of whether the Right is exercisable (in relation to other securities owned by Inpixon together with any affiliates) and of which portion of the Right is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2.7, in determining the number of outstanding shares of Common Stock, Inpixon may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of Inpixon, the Company shall within **two Trading Days** confirm orally and in writing to Inpixon the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Right, by Inpixon or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be up to 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of the Right. Inpixon, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2.7, provided, however, in no event shall the Beneficial Ownership exceed 9.99%. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2.7 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or

desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor assignee of this Agreement.

Section 3. Certain Adjustments.

Section 3.1. Stock Dividends and Splits. If the Company, at any time while the Right exists: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock; (ii) subdivides outstanding shares of Common Stock into a larger number of shares; (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares; or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the number of Rights Shares issuable upon exercise of the Right shall be proportionately adjusted. Any adjustment made pursuant to this Section 3.1 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution (provided that if the declaration of such dividend or distribution is rescinded or otherwise cancelled, then such adjustment shall be reversed upon notice to Inpixon of the termination of such proposed declaration or distribution as to any unexercised portion of the Right at the time of such rescission or cancellation) and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

Section 3.2 Benefit of Contractual Rights. All contractual rights granted to Inpixon under the Settlement Agreement are hereby granted to Inpixon with respect to the Rights Shares, including, without limitation, the registration rights described in Section 4(d) of the Settlement Agreement.

Section 3.3 Subsequent Rights Offerings. If Section 3.1 above does not apply, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then Inpixon will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which Inpixon could have acquired if Inpixon had held the number of shares of Common Stock acquirable upon complete exercise of the Right (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, 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 grant, issue or sale of such Purchase Rights (provided, however, to the extent that Inpixon's right to participate in any such Purchase Right would result in Inpixon exceeding the Beneficial Ownership Limitation, then Inpixon shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for Inpixon until such time, if ever, as its right thereto would not result in Inpixon exceeding the Beneficial Ownership Limitation).

Section 3.4 Fundamental Transaction. If, at any time while the Right remains outstanding: (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person; (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transaction; (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock; (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or

any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property; or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share Settlement Agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share Settlement Agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent exercise of the Right, Inpixon shall have the right to receive, for each Reserved Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of Inpixon (without regard to any limitation in Section 2.7 on the exercise of the Right), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of one share of Common Stock. Upon the occurrence of any such Fundamental Transaction, the successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Agreement and the other Transaction Documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Agreement and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

Section 3.5 Notice to Allow Exercise of Right. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to Inpixon at its address on the signature page to the Settlement Agreement, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. Inpixon shall remain entitled to exercise the Right during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Right.

Section 4.1 Transferability. Subject to compliance with any applicable securities laws of the United States or any state thereof and to the applicable provisions of the Settlement Agreement, the Right and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon written assignment substantially in the form attached hereto duly executed by Inpixon or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer of this Agreement delivered to the principal office of the Company or its designated agent. Upon such assignment and, if required, such payment, the Company shall enter into a new agreement with the assignee or assignees, as applicable, and this Agreement shall promptly be cancelled. The Right, if properly assigned in accordance herewith, may be exercised by a new holder for the issue of Rights Shares without having a new agreement executed.

Section 4.2 Division of Rights. The Rights may be divided or combined with other rights upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which such Rights are to be granted, signed by Inpixon or its agent or attorney.

Section 5. Reserved.

Section 6. Effect on Transaction Documents. This Agreement shall be deemed for all purposes as a Transaction Document (as defined in the Settlement Agreement) and all representations and warranties made by the Company and Inpixon shall apply with respect to this Agreement.

Section 7. Miscellaneous.

Section 7.1 No Rights as Stockholder Until Exercise. This Agreement does not entitle Inpixon to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2.

Section 7.2 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

Section 7.3 Authorized Shares. The Company covenants that, during the period the Right is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Rights Shares upon the exercise of the Right. The Company further covenants that its issuance of the Right shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Rights Shares upon the due exercise of the Right. The Company will take all such reasonable action as may be necessary to assure that such Rights Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the trading market upon which the Common Stock may be listed or quoted. The Company covenants that all Rights Shares which may be issued upon the exercise of the Right represented by this Agreement will, upon exercise of the Right, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Except and to the extent as waived or consented to by Inpixon, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or

seek to avoid the observance or performance of any of the terms of this Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Inpixon as set forth in this Agreement against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Rights Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Rights Shares upon the exercise of the Right, and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Agreement.

Before taking any action which would result in an adjustment in the number of Rights Shares for which the Right provides for, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

Section 7.4 Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Settlement Agreement.

Section 7.5 Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Purchaser shall operate as a waiver of such right or otherwise prejudice Inpixon's rights, powers or remedies. Without limiting any other provision of this Agreement or the Settlement Agreement, if the Company willfully and knowingly fails to comply with any provision of this Agreement, which results in any material damages to Inpixon, the Company shall pay to Inpixon such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Inpixon in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

Section 7.6 Notices. Any notice, request or other document required or permitted to be given or delivered to Inpixon by the Company shall be delivered in accordance with the notice provisions of the Settlement Agreement.

Section 7.7 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Right to Shares Letter Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

SYSOREX, INC.

By: /s/ Zaman Khan
Name: Zaman Khan
Title: Chief Executive Officer

Address for Notice:
13880 Dulles Corner Lane, Suite 175
Herndon, VA 20171
E-Mail: ZamanKhan@sysorexinc.com
Attn: Zaman Khan

Inpixon

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

Address for Notice:
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303
Email: Nadir.Ali@Inpixon.com;
Melanie.Figueroa@Inpixon.com
Attn: Nadir Ali, Melanie Figueroa

NOTICE OF ISSUANCE

To: SYSOREX, INC.

(1) The undersigned hereby elects in accordance with the terms and conditions of the Right to Shares Letter Agreement, dated as of April 14, 2021 (the "Letter Agreement"), to exercise its Right to the issuance of _____ Rights Shares of Sysorex, Inc., a Nevada corporation (the "Company") pursuant to the terms of the Letter Agreement, and tenders all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing _____ of the Shares, comprising said Rights Shares in the name of the undersigned registered holder or in such other name as is specified below:

The Rights Shares shall be delivered to the following DWAC Account Number or by book entry or physical delivery of a certificate to:

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Registered Holder: _____

Signature of Authorized Signatory of Registered Holder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM
(To assign the foregoing Right, execute

this form and supply required information.
Do not use this form to exercise the Right.)

SYSOREX, INC.

FOR VALUE RECEIVED, the undersigned, Inpixon hereby assigns in accordance with the terms and conditions of the Right to Shares Letter Agreement, dated as of April 14, 2021 (the "Letter Agreement") [] all of or [] shares of the Right (as defined in the Letter Agreement) and all rights evidenced thereby to _____ whose address is

_____.

Dated: _____, _____

Signature: _____

Address: _____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on purchaser signature page the Letter Agreement, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Right.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is made and entered into as of April 14, 2021 (the “Effective Date”) between Sysorex, Inc., a Nevada corporation (the “Company”), and each of the several holders of the Company’s common stock, par value \$0.00001 per share (the “Common Stock”) or the holders of rights to acquire Common Stock that are signatories hereto (each such holder, a “Holder” and, collectively, the “Holders”).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Holders agree as follows:

1. Definitions. As used in this Agreement, the specified terms, which may not include all of the defined terms contained in this Agreement, shall have the following meanings:

“Advice” shall have the meaning set forth in Section 6(d).

“Bridge Financing” means the consummation of an offering of the Company’s equity securities (or other debt or equity instruments convertible into or exercisable for the Company’s equity securities) in one or a series of related transactions, the principal purpose of which is to raise capital, which transaction or series of related transactions result in the Company receiving gross proceeds of not less than \$5,000,000.

“Commission” means the U.S. Securities and Exchange Commission (“SEC”).

“Effectiveness Date” means, with respect to the Initial Registration Statement required to be filed hereunder, the forty-fifth (45th) calendar day following the Filing Date and with respect to any additional Registration Statements that may be required pursuant to Section 2(c) or Section 3(c), the forty-fifth (45th) calendar day following the applicable Filing Date for such additional Registration Statement; provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the fifth (5th) Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above, provided, further, if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

“Effectiveness Period” shall have the meaning set forth in Section 2(a).

“Event” shall have the meaning set forth in Section 2(d).

“Event Date” shall have the meaning set forth in Section 2(d).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Registrable Securities” shall have the meaning set forth in Section 6(e).

“Filing Date” means, with respect to the Initial Registration Statement required hereunder, the ninetieth (90th) calendar day following the Transaction Closing Date and, with

respect to any additional Registration Statements that may be required pursuant to Section 2(c) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

“Holder” or “Holders” means the holder or holders, as the case may be, from time-to-time of Registrable Securities.

“Holder Delay” shall have the meaning set forth in Section 3(a).

“Holder’s Share Value” means the aggregate value of the Shares held by the Holder and issued pursuant to the Holder’s Share Acquisition Agreement as set forth on Schedule 1.

“Indemnified Party” shall have the meaning set forth in Section 5(c).

“Indemnifying Party” shall have the meaning set forth in Section 5(c).

“Initial Registration Statement” means the initial Registration Statement filed pursuant to this Agreement.

“Losses” shall have the meaning set forth in Section 5(a).

“Majority Holders” means the Holders of a majority of the then outstanding Registrable Securities, which must include [].

“Merger Shares” means the shares of Common Stock issued to the shareholders of TTM Digital Assets & Technologies, Inc. (“TTM”) pursuant to that certain Agreement and Plan of Merger, dated April 8, 2021 by and among the Company, TTM Acquisition Corp., a Nevada corporation and TTM as set forth on Schedule I.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Piggyback Registration” shall have the meaning set forth in Section 6(e).

“Plan of Distribution” shall have the meaning set forth in Section 2(a).

“Prospectus” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all materials incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“Registrable Securities” means, as of any date of determination, (a) the Shares and (b) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the Shares; provided, however, that any such

Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) upon the earliest to occur of the following (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company.

“Registration Statement” means any registration statement required to be filed hereunder pursuant to Section 2(a) and any additional registration statements contemplated by Section 2(c) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time-to-time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 415” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time-to-time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 424” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time-to-time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Share Acquisition Agreement” means the applicable agreement by and between the Holder and the Company, described on Schedule 1 pursuant to which the Holder acquired the Shares set forth next to such Holder’s name on Schedule 1.

“Securities Act” means the Securities Act of 1933, as amended.

“Selling Stockholder Questionnaire” shall have the meaning set forth in Section 3(a).

“SEC Guidance” means (i) any publicly available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

“Shares” means the shares of Common Stock, including the shares of Common Stock underlying any rights to acquire shares of Common Stock, held by the Holders as set forth on Schedule 1 and the Merger Shares.

“Trading Day” refers to a day on which the Trading Market is open for trading.

“Trading Market” means the principal market or exchange on which the Company’s Common Stock is then listed or quoted for trading, including, the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or the OTCQB Marketplace maintained by the OTC Market Group Inc. (or any successors to any of the foregoing).

“Transaction Closing Date” means the closing of the transactions contemplated by the Agreement and Plan of Merger, by and among the Company, TTM Acquisition Corp., a Nevada corporation and TTM Digital Assets & Technologies, Inc., a Nevada Corporation dated as of the Effective Date.

“Transfer Agent” means the Company’s transfer agent with respect to its Common Stock.

2. Registration Rights.

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement filed hereunder shall be on Form S-3 or, if Form S-3 is unavailable to the Company, on Form S-1 and shall contain (unless otherwise directed by the Majority Holders) substantially the form of the “Plan of Distribution” attached hereto as Annex A. Subject to the terms of this Agreement and the limitations set forth in Section 6(e)(ii) below, the Company shall use its commercially reasonable efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its commercially reasonable efforts to keep such Registration Statement continuously effective under the Securities Act until all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the “Effectiveness Period”). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. Eastern Time on a Trading Day. The Company shall immediately notify the Holders via facsimile or by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. Eastern Time on the Trading Day after the Effectiveness Date of such Registration Statement, file a final Prospectus with the Commission in accordance with Rule 424. Failure to so notify the Holder within one (1) Trading Day of such notification of effectiveness or failure to file a final Prospectus as foresaid shall be deemed an Event under Section 2(d).

(b) Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or Form S-1, and subject to the provisions of Section 2(d) with respect to the payment of liquidated damages; provided, however, that prior to filing such amendment, the Company shall be obligated to use commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

(c) Notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages pursuant to Section 2(d), if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used commercially reasonable efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of unregistered Shares held by such Holders. In the event of a cutback hereunder, the Company shall give each Holder at least five (5) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such Form S-1 to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

(d) If: except as otherwise set forth under Section 6(e)(ii), (i) the Initial Registration Statement is not filed on or prior to its Filing Date (if the Company files the Initial Registration Statement without affording the Holders the opportunity to review and comment on the same as required by Section 3(a) herein, the Company shall be deemed to have not satisfied this clause (i)), or (ii) the Company fails to file with the Commission a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the Commission pursuant to the Securities Act, within five (5) Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) a Registration Statement registering for resale all of the Registrable Securities is not declared effective by the Commission by the Effectiveness Date of the Initial Registration Statement, or (iv) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of thirty (30) calendar days (which need not be consecutive calendar days) during any twelve (12)-month period (any such failure or breach being referred to as an "Event," and for purposes of clauses (i) and (iii), the date on which such Event occurs, and for purpose of clause (ii) the date on which such five (5) Trading Day period is exceeded, and for purpose of clause (iv) the date on which such ten (10) or

thirty (30) calendar day period, as applicable, is exceeded being referred to as “Event Date”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of One and One-Half Percent (1.5%) multiplied by the Holder’s Share Value set forth on Schedule 1 beside such Holder’s name. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven (7) days after the date payable, the Company will pay interest thereon at a rate of Eighteen Percent (18%) per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

3. Registration Procedures.

In connection with the Company’s registration obligations hereunder, the Company shall:

(a) Not less than three (3) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. Notwithstanding the above, the Company shall not be obligated to provide the Holders advance copies of any universal shelf registration statement registering securities in addition to those required hereunder, or any Prospectus prepared thereto. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than three (3) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex B (a “Selling Stockholder Questionnaire”) on a date that is not less than two (2) Trading Days prior to the Filing Date or by the end of the third (3rd) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly

as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its subsidiaries), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case, prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not 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, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus, provided, however, in no event shall any such notice contain any information which

would constitute material, non-public information regarding the Company or any of its subsidiaries.

(e) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that any such item available on the EDGAR system (or successor thereto) need not be furnished in physical form.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d).

(h) The Company shall cooperate with any broker-dealer through which a Holder proposes to resell its Registrable Securities in effecting a filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Holder, and the Company shall pay the filing fee required by such filing within two (2) Trading Days of request therefor.

(i) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the Registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or 'Blue Sky' laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that, the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(j) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Share Acquisition Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(k) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith

assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(k) to suspend the availability of a Registration Statement and Prospectus, subject to the payment of partial liquidated damages otherwise required pursuant to Section 2(d), for a period not to exceed sixty (60) calendar days (which need not be consecutive days) in any twelve (12)-month period.

(l) Comply with all applicable rules and regulations of the Commission.

(m) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any liquidated damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants and reasonable fees of one counsel for the Holders) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities) and (D) if not previously paid by the Company in connection with an Issuer Filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the

Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for hereinabove or in the Transaction Documents, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(d), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. The Company shall notify the Holders promptly of the institution, threat or assertion of any 'Proceeding' arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders in accordance with Section 6(h).

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (x) such Holder's failure to comply with any applicable prospectus delivery requirements of the Securities Act through no fault of the Company or (y) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or in any amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), to the extent, but only to the extent, related to the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(d), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder under this Section 5(b) be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that, the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the

Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) Trading Days of written notice thereof to the Indemnifying Party; provided, that, the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute pursuant to this Section 5(d), in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such

Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) Intentionally Omitted.

(c) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to a Registration Statement.

(d) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company agrees and acknowledges that any periods during which the Holder is required to discontinue the disposition of the Registrable Securities hereunder shall be subject to the provisions of Section 2(d).

(e) Piggy-Back Registrations.

(i) If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities ("Excluded Registrable Securities") and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans, then the Company shall deliver to each Holder a written notice of such determination and, if within fifteen (15) days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered ("Piggyback Registration").

(ii) If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's securities, or a resale registration on behalf of holders of the Company's securities acquired in connection with the Bridge Financing and the managing underwriters or placement agent advises the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability of the offering, the Company will (1) include in such registration a pro rata share of Excluded Registrable Securities requested to be included in such registration statement as calculated by dividing the number of Excluded Registrable Securities requested to be included in such registration statement by the number of the Company's securities requested to be included in such registration statement by all selling security holders and/or (2) may require that the resale of the Registrable Securities upon registration will be subject to the terms of a 'Leak Out' agreement that has been approved by the Majority Holders. In such event, the holder of Excluded Registrable Securities shall continue to have registration rights under this Agreement with respect to any Excluded Registrable Securities not so included in such registration statement.

(iii) Notwithstanding the foregoing, if, at any time after giving a notice of Piggyback Registration and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each record holder of Excluded Registrable Securities and, following such notice, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Excluded Registrable Securities in connection with such registration, and (ii) in the case of determination to delay registering, shall be permitted to delay registering any Excluded Registrable Securities for the same period as the delay in registering such other securities.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Majority Holders. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(f). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Share Acquisition Agreement.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder in the manner permitted under Share Acquisition Agreement applicable to such Holder.

(i) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Neither the Company nor any of its subsidiaries has previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

(j) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

(k) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Nevada, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

(l) WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER ANY RIGHT TO TRIAL BY JURY.

(m) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(n) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(o) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(p) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

COMPANY:

SYSOREX, INC.

By: /s/ Zaman Khan

Name: Zaman Khan

Title: Chief Executive Officer

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS TO SYSOREX REGISTRATION RIGHTS AGREEMENT]

Name of Holder: Inpixon

Signature of Authorized Signatory of Holder: /s/ Nadir Ali

Name of Authorized Signatory: Nadir Ali

Title of Authorized Signatory: CEO

[SIGNATURE PAGES CONTINUE]

chedule 1

Exhibits, schedules and similar attachments have been omitted pursuant to Item 601 of Regulation S-K and the registrant undertakes to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the SEC.

Annex A

Plan of Distribution

Each Selling Stockholder (the “Selling Stockholders”) of the securities and any of their pledgees, assignees and successors-in-interest may, from time-to-time, sell any or all of their securities covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits Holders;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or

- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 under the Securities Act of 1933, as amended (the “Securities Act”), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the Holder of securities, from the Holder) in amounts to be negotiated, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities, which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because Selling Stockholders may be deemed to be “underwriters” within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus that qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. The Selling Stockholders have advised us that there is no underwriter or coordinating broker acting in connection with the proposed sale of the resale securities by the Selling Stockholders.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through

registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as Amended (“Securities Exchange Act”), any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each Holder at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

SYSOREX INC.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the “Registrable Securities”) of Sysorex, Inc. (the “Company”), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the “Commission”) a registration statement (the “Registration Statement”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “Securities Act”), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the “Registration Rights Agreement”) to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the “Selling Stockholder”) of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Stockholder:

Telephone: _____

Fax: _____

Contact Person: _____

3. Broker-Dealer Status (please circle):

(a) Are you a broker-dealer?

Yes No

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes No

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes No

Note: If “no” to Section 3(d), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Number of other securities beneficially owned by the Selling Stockholder:

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Selling Stockholder Name: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

Signature of Authorized Person: _____

Date: _____

PLEASE FAX A COPY (OR EMAIL A .PDF COPY) OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

STOCKHOLDERS' AGREEMENT

of

GAME YOUR GAME, INC.

April 9, 2021

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STOCKHOLDERS' AGREEMENT

This Stockholders' Agreement (as executed and as it may be amended, modified, supplemented or restated from time to time, this "**Agreement**"), dated as of April 9, 2021, is entered into among Game Your Game, Inc., a Delaware corporation (the "**Company**"), Inpixon, a Nevada corporation ("**Inpixon**"), each other stockholder of the Company identified on **Exhibit A** attached hereto and executing a signature page hereto (each, a "**Minority Stockholder**" and, collectively, the "**Minority Stockholders**") and each other Person who after the date hereof acquires securities of the Company and agrees to become a party to, and bound by, this Agreement as a "Minority Stockholder" by executing a Joinder Agreement. Inpixon and the Minority Stockholders and their respective Permitted Transferees are each referred to herein as a "**Stockholder**" and, collectively, the "**Stockholders**."

RECITALS

WHEREAS, on April 9, 2021 (the "**Closing Date**"), Inpixon acquired approximately 52% of the outstanding capital stock of the Company pursuant to the terms of a Stock Purchase Agreement, dated as of March 25, 2021 (as may be amended from time to time in accordance with its terms, the "**Acquisition Agreement**"), among Inpixon, the Company and certain Stockholders; and

WHEREAS, in connection with the closing of the transactions contemplated by the Acquisition Agreement, the Company and the Stockholders desire to enter into this Agreement to establish terms and conditions as to certain matters relating to the shares of Capital Stock held by the Stockholders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. For purposes of this Agreement, capitalized terms used herein shall have the following meanings:

"**Acquisition Agreement**" has the meaning set forth in the Recitals.

"**Actual EBITDA Margin**" has the meaning set forth in Section 5.03(b).

"**Actual Revenue**" has the meaning set forth in Section 5.03(b).

"**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such Person or manager, director, officer or employee of such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"**Agreement**" has the meaning set forth in the Caption.

“**Applicable Law**” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Board**” has the meaning set forth in Section 2.01(a).

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

“**Bylaws**” has the meaning set forth in Section 2.01(a).

“**Capital Stock**” means the Common Stock and any other class or series of capital stock or other equity securities of the Company, whether authorized as of or after the date hereof.

“**Closing Date**” has the meaning set forth in the Recitals.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Company**” has the meaning set forth in the Caption.

“**Company Opportunity**” has the meaning set forth in Section 6.01.

“**Company Subsidiary**” means a Subsidiary of the Company.

“**Delaware Act**” means the General Corporation Law of the State of Delaware, Title 8, Chapter 1, and any successor statute, as it may be amended from time to time.

“**Drag-along Notice**” has the meaning set forth in Section 4.04(b).

“**Drag-along Sale**” has the meaning set forth in Section 4.04(a).

“**Drag-along Stockholder**” has the meaning set forth in Section 4.04(a).

“**Family Members**” has the meaning set forth in Section 4.02(a).

“**Final Exercise Price**” has the meaning set forth in Section 5.02(a).

“**Fiscal Year**” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**Fully Diluted Basis**” means, as of any date of determination: (a) with respect to all Capital Stock, all issued and outstanding Capital Stock of the Company and all Capital Stock issuable upon the exercise or conversion of any outstanding Stock Equivalents as of such date, whether or not such Stock

Equivalent is at the time exercisable or convertible; or (b) with respect to any specified type, class or series of Capital Stock, all issued and outstanding shares of Capital Stock designated as such type, class or series and all such designated shares of Capital Stock issuable upon the conversion or exercise of any outstanding Stock Equivalents as of such date, whether or not such Stock Equivalent is at the time exercisable or convertible.

“**Fundamental Transaction**” means the (1) the sale, assignment, transfer, or conveyance of substantially all of the Company’s assets; (2) any reclassification, reorganization or recapitalization of the Company’s voting Capital Stock pursuant to which the outstanding voting Capital Stock is effectively converted into or exchanged for other securities, cash or property, or (3) the consummation of a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another non-affiliated Person or group of non-affiliated Persons whereby such other non-affiliated Person or group acquires more than 50% of the Company’s outstanding voting Capital Stock.

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Inpixon Consent**” means the written consent of Nadir Ali, any executive officer of Inpixon designated by Nadir Ali or in the event that Nadir Ali ceases to serve as the Chief Executive Officer of Inpixon for any reason, such person duly appointed by the Board of Directors of Inpixon as the Chief Executive Officer.

“**Inpixon Designees**” has the meaning set forth in Section 2.04(b).

“**Inpixon Director**” has the meaning set forth in Section 2.01(a).

“**Joinder Agreement**” means the Joinder Agreement to this Agreement in form and substance attached hereto as **Exhibit B**.

“**Measurement Period**” has the meaning set forth in Section 5.03(a).

“**Minority Stockholder**” has the meaning set forth in the Preamble.

“**New Securities**” means any authorized but unissued Shares or any Stock Equivalents.

“**Offered Stock**” has the meaning set forth in Section 4.03 (a).

“**Offering Stockholder**” has the meaning set forth in Section 4.03 (a).

“**Option Exercise Notice**” has the meaning set forth in Section 6.01.

“**Other Business**” has the meaning set forth in Section 6.01.

“**Participating Stockholder**” has the meaning set forth in Section 5.02.

“**Performance Target**” has the meaning set forth in Section 5.03(a).

“**Permitted Transfer**” means a Transfer of Capital Stock or Stock Equivalents carried out pursuant to Section 4.02.

“**Permitted Transferee**” means a recipient of a Permitted Transfer.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Pre-emptive Pro Rata Portion**” means a fraction determined by dividing (a) the number of shares of Common Stock on a Fully Diluted Basis owned by Inpixon immediately prior to such time by (b) the aggregate number of shares of Common Stock on a Fully Diluted Basis owned by all of the Stockholders immediately prior to such time.

“**Prospective Transferee**” has the meaning set forth in Section 4.03 (a).

“**Purchase Option**” has the meaning set forth in Section 5.01.

“**Purchase Option Exercise Price**” has the meaning set forth in Section 5.02(a).

“**Remaining Shares**” has the meaning set forth in Section 5.01.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**ROFR Exercise Notice**” has the meaning set forth in Section 4.03(d).

“**ROFR Exercise Period**” has the meaning set forth in Section 4.03(d).

“**ROFR Notice**” has the meaning set forth in Section 4.03(c).

“**Securities Act**” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

“**Sellers**” means Rick Clemmer and Martin Manniche.

“**Shares**” means shares of Common Stock and any other Capital Stock, in each case together with any Stock Equivalents thereon, purchased, owned or otherwise acquired by a Stockholder as of or after the date hereof, and any securities issued in respect of any of the foregoing, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Spousal Consent**” has the meaning set forth in Section 7.19.

“**Steering Committee**” has the meaning set forth in Section 2.04(a).

“**Stock Equivalents**” means any Stock Option and any other security or obligation that is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Shares, and any option, warrant or other right to subscribe for, purchase or acquire Shares or Stock Equivalents (disregarding any restrictions or limitations on the exercise of such rights).

“**Stockholder**” has the meaning set forth in the Preamble.

“**Subsidiary**” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Subsidiary Board**” has the meaning set forth in Section 2.01(c).

“**Target EBITDA Margin**” has the meaning set forth in Section 5.03(a).

“**Target Revenue**” has the meaning set forth in Section 5.03(a).

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares of Capital Stock or Stock Equivalents owned by a Person or any interest (including a beneficial interest) in any Capital Stock or Stock Equivalents owned by a Person. “**Transfer**,” when used as a noun, shall have a correlative meaning.

“**Transfer Offer**” has the meaning set forth in Section 4.03(a).

“**Transferee**” means a recipient of, or proposed recipient of, a Transfer, including a Permitted Transferee or a Prospective Transferee.

“**WA%**” has the meaning set forth in Section 5.03(b).

“**WNC Final Payment**” means an amount of up to [***] representing the final settlement payment, which is subject to adjustment, in accordance with that certain Settlement Agreement, dated April 2, 2021, by and between the Company and [***].

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II

Management

Section 2.01 Board Composition.

(a) **Board Composition.** Each Stockholder shall vote all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control, and shall take all other necessary or desirable actions within his, her or its control (including in his, her or its capacity as a stockholder, director, member of a board committee, officer of the Company or otherwise), and the Company shall take all necessary or desirable actions within its control, to ensure that the board of directors of the Company (the “**Board**”) shall initially be comprised of a sole director, which director shall be determined from time to time by Inpixon (the “**Inpixon Director**”) so long as Inpixon owns any Shares. The Inpixon Director shall initially be Nadir Ali. Notwithstanding any provision to the contrary in the bylaws of the Company (the “**Bylaws**”), the number of directors constituting the Board shall not be changed without Inpixon Consent.

(b) **Removal; Vacancies.** The Inpixon Director may be removed from the Board with, and only with, Inpixon Consent and no other Stockholder shall take any action to cause the removal of the Inpixon Director. In the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of the Inpixon Director, then Inpixon shall have the right to designate an individual to fill such vacancy and the Company and each Stockholder (whether in his, her or its capacity as a stockholder, director, member of a board committee, officer of the Company or otherwise) hereby agree to take such actions as may be necessary or desirable within his, her or its control (including, in the case of a Stockholder, by voting all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control) to ensure the election or appointment of such designee to fill such vacancy on the Board.

(c) **Subsidiary Board Composition.** At all times, the composition of any board of directors of any Company Subsidiary (each, a “**Subsidiary Board**”) shall be the same as that of the Board (unless otherwise required by applicable laws of the jurisdiction in which such Subsidiary is organized), or as otherwise determined by the Board, subject to Inpixon Consent.

Section 2.02 [Intentionally Omitted.]

Section 2.03 Committees. The Company and each Stockholder acknowledges and agrees that the Board may, as provided in this Agreement or as may be provided by resolution, designate one or more committees, each of which shall be comprised of at least one member of the Board and such other members as the Board shall determine in its discretion. Any such committee, to the extent provided in this Agreement or in the resolution forming such committee, shall have and may exercise the authority of the Board, subject to the limitations set forth in the Delaware Act. The Board may dissolve any committee or remove any member of a committee at any time.

Section 2.04 Steering Committee.

(a) **Composition.** Following the date hereof, the Board shall establish a steering committee (the “**Steering Committee**”) initially comprised of up to five (5) members (the “**Steering Committee Members**”), as follows:

- (i) the Inpixon Director, who shall serve as the chairperson of the Steering Committee;
- (ii) two (2) individuals designated by Inpixon (the “**Inpixon Designees**”); and
- (iii) each Seller, so long as such Seller owns any Shares.

(b) Steering Committee Member Removal; Vacancies. The Inpixon Director may not be removed from the Steering Committee. In the event that a vacancy is created on the Steering Committee at any time due to the death, disability, retirement, resignation or removal of any Steering Committee Members, then Inpixon shall have the right, but is not required, to designate an individual to fill such vacancy.

(c) Purpose. The Steering Committee shall be responsible for reviewing and advising the Company’s management with respect to certain strategic actions of the Company. The following actions shall require the recommendation of at least a majority of the Steering Committee Members prior to presentation to the Board for approval:

- (i) amendments to the Company’s certificate of incorporation that may adversely impact the rights of the Stockholders;
- (ii) Fundamental Transactions;
- (iii) a conversion by the Company into another type of entity;
- (iv) a transfer of the Company’s domicile;
- (v) a revocation or voluntary dissolution of the Company;
- (vi) distributions and dividends to be made by the Company to the Stockholders;
- (vii) the issuance of voting Capital Stock by the Company to a person or group of related persons representing 25% or more of the outstanding voting Capital Stock of the Company; and
- (viii) the borrowing or lending of money by the Company in an amount that is equal to or greater than \$250,000.

ARTICLE III

ANTI-DILUTION

Section 3.01 Anti-Dilution Protection. If the Company issues or sells New Securities to any Person, excluding any shares of Common Stock or Stock Equivalents underlying any Equity Incentive Plan then in effect and approved by the Board for the benefit of the Company’s employees, then the Company shall, for no additional consideration, issue to Inpixon additional shares of Common Stock as is necessary to ensure that Inpixon’s Shares continue to represent at least 52.2% of the issued and outstanding Common Stock (on a Fully Diluted Basis) following such issuance or sale of New Securities.

ARTICLE IV

Transfer

Section 4.01 General Restrictions on Transfer.

(a) **Minority Stockholders.** Each Minority Stockholder acknowledges and agrees that such Minority Stockholder (or any Permitted Transferee of such Minority Stockholder) shall not Transfer any of its Shares, except: (i) pursuant to Section 4.02 or when required of a Drag-along Stockholder pursuant to Section 4.04, and (ii) in the Sellers' case only, without prior written consent of the Board.

(b) **Joinder Agreement.** Except with respect to any Transfer pursuant to a Drag-along Sale, no Transfer of Capital Stock or Stock Equivalents by a Minority Stockholder pursuant to any provision of this Agreement shall be deemed completed until the Transferee shall have entered into a Joinder Agreement.

(c) **Transfers in Violation of this Agreement.** Any Transfer or attempted Transfer of any Capital Stock or Stock Equivalents in violation of this Agreement, including any failure of a Transferee, as applicable, to enter into a Joinder Agreement pursuant to Section 4.01(b) above, shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the Minority Stockholder proposing to make any such Transfer shall continue be treated) as the owner of such Capital Stock or Stock Equivalents for all purposes of this Agreement.

Section 4.02 Permitted Transfers. Subject to Section 4.01 above, including the requirement to enter into a Joinder Agreement pursuant to Section 4.01(b) above, the provisions of Section 4.03 shall not apply to any of the following Transfers by a Minority Stockholder to:

(a) such Minority Stockholder's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "**Family Members**");

(b) a trust under which the distribution of Capital Stock may be made only to such Minority Stockholder and/or any Family Members of such Minority Stockholder;

(c) a charitable remainder trust, the income from which will be paid only to such Minority Stockholder during his life;

(d) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Minority Stockholder and/or Family Members of such Minority Stockholder; or

(e) for bona fide estate planning purposes, either by will or by the laws of intestate succession, to such Minority Stockholder's executors, administrators, testamentary trustees, legatees or beneficiaries; or

(f) with respect to any Minority Stockholder that is not a Seller, any Person that agrees to be bound by the terms and condition of the Joinder Agreement.

Section 4.03 Right of First Refusal.

(a) Offered Stock. Subject to the terms and conditions specified in Section 4.01 and Section 4.02, Inpixon shall have a right of first refusal if any Minority Stockholder (the “**Offering Stockholder**”) receives a bona fide offer from any Person (a “**Prospective Transferee**”) that the Offering Stockholder desires to accept (a “**Transfer Offer**”) to Transfer all or any portion of its any Shares (the “**Offered Stock**”). Each time an Offering Stockholder receives a Transfer Offer for any Offered Stock from a Prospective Transferee, the Offering Stockholder shall first make an offering of the Offered Stock to Inpixon in accordance with the following provisions of this Section 4.03, prior to Transferring such Offered Stock to the Prospective Transferee.

(b) Offered Stock Transfer Exceptions. Notwithstanding anything herein to the contrary, the right of first refusal in Section 4.03(a) shall not apply to any Transfer Offer or Transfer of Shares (or applicable Stock Equivalents) that are:

- (i) permitted by and made in accordance with Section 4.02; or
- (ii) are proposed to be made by a Dragging Stockholder or required to be made by a Drag-along Stockholder pursuant to Section 4.04;

(c) Offer Notice.

(i) The Offering Stockholder shall, within ten (10) days of receipt of the Transfer Offer, give written notice (a “**ROFR Notice**”) to Inpixon and the Company stating that it has received a Transfer Offer for the Offered Stock and specifying:

- (A) the type and aggregate number of shares of Offered Stock to be Transferred by the Offering Stockholder;
- (B) the proposed date of the closing of the Transfer, which shall not be less than 60 (sixty) days from the date of the ROFR Notice, unless otherwise agreed to be Inpixon in writing;
- (C) the purchase price per share for the Offered Stock (which shall be payable solely in cash) and the other material terms and conditions of the Transfer Offer; and
- (D) the name of the Prospective Transferee who has offered to purchase such Offered Stock.

For the avoidance of doubt, in the event of a Transfer Offer involving more than one class or series of Offered Stock, the Offering Stockholder may deliver a single ROFR Notice to Inpixon and the Company.

(ii) The ROFR Notice shall constitute the Offering Stockholder’s offer to Transfer all of the Offered Stock to the Company and Inpixon in accordance with the provisions of this Section 4.03, which offer shall be irrevocable until the end of the ROFR Exercise Period described in Section 4.03(d).

(iii) By delivering the ROFR Notice, the Offering Stockholder represents and warrants to Inpixon that:

(A) the Offering Stockholder has full right, title and interest in and to the Offered Stock described in the ROFR Notice;

(B) the Offering Stockholder has all the necessary power and authority and has taken all necessary action to Transfer the Offered Stock described in the ROFR Notice as contemplated by this Section 4.03; and

(C) the Offered Stock described in the ROFR Notice is free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(d) Exercise of Right of First Refusal. Within twenty (20) days following the receipt of the ROFR Notice (the “**ROFR Exercise Period**”), Inpixon may elect to exercise its right to purchase all or any portion of the Offered Stock on the terms and conditions, including the purchase price, set forth in the ROFR Notice by delivering a written notice (the “**ROFR Exercise Notice**”) to the Offering Stockholder specifying the number of shares of Offered Stock it elects to purchase.

(e) Consummation of Sale.

(i) In the event that Inpixon has exercised its right to purchase all and not less than all of the Offered Stock, then the Offering Stockholder shall sell such Offered Stock to Inpixon, and Inpixon shall purchase such Offered Stock, within ninety (90) days following the expiration of the ROFR Exercise Period (which period may be extended for up to an additional sixty (60) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). The Offering Stockholder shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 4.03(e)(i), including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(ii) In the event that Inpixon has not exercised its right to purchase all of the Offered Stock, then, provided the Offering Stockholder has also complied with the provisions of Section 4.01, to the extent applicable, the Offering Stockholder may Transfer all of such Offered Stock to the Prospective Transferee and Inpixon, if applicable, at a price per share for the Offered Stock not less than that specified in the ROFR Notice and upon terms and conditions no more favorable to the Prospective Transferee than those specified in the ROFR Notice, but only to the extent that such Transfer occurs within ninety (90) days after expiration of the ROFR Exercise Period. Any Offered Stock not Transferred within such ninety (90) day period will be subject to the provisions of this Section 4.03 upon subsequent Transfer.

Section 4.04 Drag-along Rights.

(a) Participation. If, at any time, Inpixon receives a bona fide offer from any Person other than an Affiliate to purchase in one transaction, or a series of related transactions, all of the outstanding Capital Stock (a “**Drag-along Sale**”), Inpixon shall have the right to require each

other Stockholder (each, a “**Drag-along Stockholder**”) to participate in such sale in the manner set forth in this Section 4.04. Notwithstanding anything to the contrary in this Agreement or the Bylaws, each Drag-along Stockholder shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

(b) Sale Notice. Inpixon shall exercise its rights pursuant to this Section 4.04 by delivering a written notice (the “**Drag-along Notice**”) to the Company and each Drag-along Stockholder no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Selling Stockholder’s rights and obligations hereunder and shall describe in reasonable detail:

- (i) the name of the person or entity to whom the shares of Capital Stock are proposed to be sold;
- (ii) the proposed date and time of the closing of the Drag-along Sale;
- (iii) the per share purchase price and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and
- (iv) a copy of any form of agreement proposed to be executed in connection therewith.

(c) Shares to be Sold. Subject to Section 4.04(d), each Drag-along Stockholder shall sell in the Drag-along Sale the number of shares of Capital Stock equal to the product obtained by *multiplying* (i) the number of shares of Capital Stock that the purchaser in the Drag-along Sale proposes to acquire *by* (ii) a fraction (x) the numerator of which is equal to the number of shares of Capital Stock Inpixon proposes to sell in the Drag-along Sale and (y) the denominator of which is equal to the number of shares of Capital Stock owned by Inpixon at such time.

(d) Conditions of Sale. The consideration to be received by a Drag-along Stockholder shall be the same form and amount of consideration per share of Capital Stock to be received by Inpixon (or, if Inpixon is given an option as to the form and amount of consideration to be received, the same option shall be given) and the terms and conditions of such sale shall, except as otherwise provided in the immediately succeeding sentence, be substantially the same as those upon which Inpixon sells its Capital Stock. Each Drag-along Stockholder shall make or provide the same representations, warranties, covenants, indemnities and agreements as Inpixon makes or provides in connection with the Drag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to Inpixon, the Drag-along Stockholder shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided*, that all representations, warranties, covenants and indemnities shall be made by the Selling Stockholder and each Drag-along Stockholder severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by Inpixon and each Drag-along Stockholder, in each case in an amount not to exceed the aggregate proceeds received by the Inpixon and each such Drag-along Stockholder in connection with the Drag-along Sale.

ARTICLE V

Purchase Option

Section 5.01 Purchase Option. At any time before the 3rd anniversary of the Closing Date, Inpixon may, upon written notice (the “**Option Exercise Notice**”) delivered to the other Stockholders, elect to purchase (the “**Purchase Option**”) all of the remaining Capital Stock (on a Fully Diluted Basis) of the Company (the “**Remaining Shares**”).

Section 5.02 Exercise Price. If Inpixon timely exercises the Purchase Option, Inpixon shall purchase all of the Remaining Shares from the other Stockholders (the “**Participating Stockholders**”), and the Participating Stockholders, and each of them, shall sell the Remaining Shares to Inpixon. The aggregate purchase price payable by Inpixon to the Participating Stockholders for the Remaining Shares shall be \$7,170,000 (the “**Purchase Option Exercise Price**”), subject to adjustment as may be required under Section 5.03 (as adjusted, the “**Final Exercise Price**”), with each Participating Stockholder receiving his, her or its Relative Share of the Final Exercise Price less the WNC Final Payment. “**Relative Share**” means, for each Participating Stockholder, the *quotient* of (y) the number of Remaining Shares held by such Participating Stockholder, *divided by* (z) the total number of Remaining Shares.

Section 5.03 Determination of Exercise Price.

(a) If, for the fifteen (15) month period commencing on April 1, 2021 and ending June 30, 2022 (the “**Measurement Period**”), the total revenue of the Company is at least [***] (the “**Target Revenue**”) and the EBITDA Margin for the Company is at least [***] (the “**Target EBITDA Margin**”) (each, as determined as of the end of the Measurement Period based on the relevant quarterly and annual financial statements of the Company delivered to Inpixon under Section 6.11 of the Acquisition Agreement, a “**Performance Target**”), then the Purchase Option Exercise Price shall not be subject to adjustment, and the amount of the Purchase Option Exercise Price shall be binding and conclusive as the Final Exercise Price. As used herein, “**EBITDA Margin**” means, for any given period, the Company’s earnings before interest, taxes, depreciation and amortization over such period, *divided by* the Company’s total revenue for such period.

(b) If the Company fails to reach either or both of the Performance Targets set forth in Section 5.03(a), then the Purchase Option Exercise Price shall be subject to a reduction (calculated on a weighted average basis) that is proportional to the average of the sum of the percentage by which the Company’s actual total revenue for the Measurement Period (the “**Actual Revenue**”) and/or the Company’s actual EBITDA Margin for the Measurement Period (the “**Actual EBITDA Margin**”) (each, as determined as of the end of the Measurement Period based on the relevant quarterly and annual financial statements of the Company delivered to Inpixon under Section 6.11 of the Acquisition Agreement) is less than its corresponding Performance Target, and the Final Exercise Price shall, subject to Section 5.03(c), be equal to a percentage of the Purchase Option Exercise Price, with such percentage (“**WA%**”) calculated in accordance with the following formula:

$$WA\% = \left[\left(\frac{\text{Actual Revenue}}{\text{Target Revenue}} \right) + \left(\frac{\text{Actual EBITDA Margin}}{\text{Target EBITDA Margin}} \right) \right] \times 100$$

(c) Notwithstanding anything to the contrary in Section 5.03(b):

(i) for the purposes of calculating WA% under the formula provided in Section 5.03(b), the percentage of neither (Actual Revenue/Target Revenue) nor (Actual EBITDA Margin/Target EBITDA Margin) shall exceed 100%, even where the Actual Revenue exceeds the Target Revenue or the Actual EBITDA Margin exceeds the Target EBITDA Margin, unless each such percentage is greater than or equal to eighty percent (80%);

(ii) if WA% as calculated under Section 5.03(b) is less than sixty percent (60%), then the Final Exercise Price shall be \$2,811,258; and

(iii) in no event shall the Final Exercise Price be greater than the Purchase Option Exercise Price.

Section 5.04 Closing under the Purchase Option.

(a) The closing of the purchase and sale of the Remaining Shares pursuant to Inpixon's exercise of the Purchase Option pursuant to Section 5.01 shall occur on a Business Day designated by the Board, which shall not be more than forty-five (45) days after the date of delivery of the Option Exercise Notice, unless otherwise extended by Inpixon (the "**Option Closing Date**"). At that closing, (i) Inpixon shall pay the WNC Final Payment to [***], (ii) Inpixon shall pay to each Participating Stockholder his, her or its Relative Share of the Final Exercise Price less the WNC Final Payment, in full and in cash, (iii) each Participating Stockholder shall deliver to Inpixon duly-executed stock powers or other instruments of transfer of such Participating Stockholder's Remaining Shares as Inpixon may reasonably request and (iv) the Stockholders shall execute and deliver any other agreements, instruments and documents and take any other actions as are reasonably required to implement the purchase and sale of the Remaining Shares under this Section 5.04.

(b) Effective immediately upon a Participating Stockholder having failed to complete the sale of its Remaining Shares to Inpixon in accordance with Section 5.04(a) as of the Option Closing Date, such Participating Stockholder hereby irrevocably appoints the Secretary of the Company or, in the Secretary's absence or failure to act, any other officer of the Company as attorney and agent for, and in the name and on behalf of, such Participating Stockholder, to execute and deliver to Inpixon, a stock power or other instrument of transfer and all such other agreements, instruments and documents as Inpixon may reasonably require to effectuate the sale to it of such Participating Stockholder's Remaining Shares, and the Company shall treat Inpixon as the lawful, record and beneficial owner of all of such Participating Stockholder's Remaining Shares. Each Participating Stockholder that becomes subject to this Section 5.04(b) hereby ratifies and confirms all actions that the Secretary or such other officer of the Company may lawfully take or cause to be taken by virtue of his/her appointment herein as the attorney and agent for such Participating Stockholder for the limited purposes set forth in this Section 5.04(b). The foregoing power of attorney is coupled with an interest and may not be revoked in any manner or for any reason so long as Inpixon has the right to exercise the Purchase Option. Any costs and expenses incurred by any officer of the Company in taking any authorized actions on behalf of a Participating Stockholder under this Section 5.04(b) shall be deducted from the portion of the Final Exercise Price payable to such Participating Stockholder.

(c) The delivery of stock powers or instruments of transfer of a Participating Stockholder's Remaining Shares to Inpixon, as provided in this Section 5.04, shall be deemed to be a representation and warranty by such Participating Stockholder that: (i) such Participating

Stockholder has full right, title and interest in and to such Remaining Shares, (ii) such Participating Stockholder has all necessary power and authority and has taken all necessary action to sell such Remaining Shares to Inpixon as contemplated and (iii) such Remaining Shares are free and clear of any and all liens or encumbrances.

(d) The Participating Stockholders shall bear, and Inpixon may withhold from the Final Exercise Price, any taxes, stamp duties or other amounts payable to taxing authorities in connection with the purchase and sale of the Remaining Shares under this Section 5.04, unless a Participating Stockholder provides Inpixon with a valid exemption from any such taxes, stamp duties or other amounts payable to taxing authorities, in which case Inpixon shall transfer the entire portion of the Final Exercise Price payable to that Participating Stockholder.

ARTICLE VI

COVENANTS

Section 6.01 Other Business Activities. The parties hereto, including the Company, expressly acknowledge and agree that: (i) Inpixon and its Affiliates are permitted to have, and may presently or in the future have, investments or other business or strategic relationships, ventures, agreements or other arrangements with entities other than the Company or any Company Subsidiary, which are engaged in the business of the Company or any Company Subsidiary or that are or may be competitive with the Company or any Company Subsidiary (any such other investment or relationship, an “**Other Business**”); (ii) none of Inpixon or its Affiliates will be prohibited by virtue of Inpixon’s investment in the Company from pursuing and engaging in any Other Business; (iii) except as provided herein, none of Inpixon or its Affiliates will be obligated to inform the Company of any opportunity, relationship or investment in any Other Business (a “**Company Opportunity**”) or to present any Company Opportunity to the Company, and the Company hereby renounces any interest in any Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (iv) nothing contained herein shall limit, prohibit or restrict any Inpixon Director from serving on the board of directors or other governing body or committee of any Other Business; and (v) no other Stockholder will acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any of Inpixon or its Affiliates; provided, however, that in the event that Inpixon’s Board of Directors determines to consummate a transaction related to a Company Opportunity involving an entity that is engaged in developing and providing solutions using sports data and analytics Inpixon agrees to provide the Steering Committee with thirty (30) days advance notice of the anticipated consummation of such Corporate Opportunity. The parties hereto expressly authorize and consent to the involvement of Inpixon and/or its Affiliates in any Other Business. The parties hereto expressly waive, to the fullest extent permitted by Applicable Law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Stockholder or to assert that such involvement constitutes a conflict of interest by such Persons with respect to the Company or any Stockholder.

ARTICLE VII

Miscellaneous

Section 7.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Stockholder hereby agrees, at the request of the Company or any other Stockholder, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 7.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.03):

if to Inpixon, to:

Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303
Attention: Melanie Figueroa, General Counsel
E-mail: melanie.figueroa@inpixon.com

with copies, which shall not constitute notice, to:

Mitchell Silberberg & Knupp LLP
437 Madison Avenue, 25th Floor
New York, NY 10022
Attention: Blake Baron, Esq.
E-mail: bjb@msk.com

if to the Company, to:

Game Your Game, Inc.
Attention: Dominic Poole
Tel: +353 (86) 8598446
E-mail: dominic.poole@gameyourgame.com

with a copy, which shall not constitute notice, to:

Law Office of Craig Ching, PC
303 Twin Dolphin Drive, 6th Floor
Redwood City, CA 94065
Attention: Craig Ching
Tel: (650) 632-4356
E-mail: craig@lawofficeofcraigching.com

if to a Minority Stockholder, to such Minority Stockholder's respective mailing address as set forth on **Exhibit A**.

Section 7.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 7.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 7.06 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect thereto.

Section 7.07 Successors and Assigns; Assignment. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any Minority Stockholder except as provided in this Agreement (or as otherwise consented to in a prior writing by Inpixon) and any such assignment in violation of this Agreement shall be null and void.

Section 7.08 No Third-party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties to this Agreement and their successors and permitted assigns.

Section 7.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Inpixon. Any such written amendment or modification will be binding upon the Company and each Stockholder.

Section 7.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by

such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 7.10 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 7.11 Governing Law. This Agreement shall be governed by the Laws of the State of Delaware as to all matters, including matters of validity, construction, effect, performance and remedies, without giving effect to any choice or conflict of Law provision or rule, whether in the State of Delaware or any other jurisdiction, that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 7.12 Submission to Jurisdiction. THE NEW YORK STATE AND UNITED STATES FEDERAL COURTS SITTING IN NEW YORK COUNTY, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DOCUMENTS RELATED HERETO OR ANY DEALINGS AMONG THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS, FOR HIMSELF, HERSELF OR ITSELF AND HIS, HER OR ITS PROPERTY, TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH ACTION OR PROCEEDING OR FOR RECOGNITION OF ANY JUDGMENT AND (B) WAIVES (I) ANY OBJECTION TO THE LAYING OF VENUE OF, AND (II) ANY DEFENSE BASED ON AN INCONVENIENT FORUM IN, ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY CERTIFIED OR REGISTERED MAIL TO THE ADDRESS SET FORTH IN Section 7.03 SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

Section 7.13 Waiver of Jury Trial. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX BUSINESS TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WANT APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES WANT THEIR DISPUTES TO BE RESOLVED BY A JUDGE APPLYING THOSE APPLICABLE LAWS. ACCORDINGLY, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM, EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED DOCUMENT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH HIS OR ITS LEGAL COUNSEL, AND KNOWINGLY AND VOLUNTARILY WAIVES HIS OR ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH THAT LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 7.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 7.15 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic counterpart signatures to this Agreement shall be valid and binding.

Section 7.17 Legend. In addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Capital Stock shall bear a legend substantially in the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A STOCKHOLDERS AGREEMENT AMONG THE COMPANY AND ITS STOCKHOLDERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH STOCKHOLDERS AGREEMENT.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section 7.18 Right to Setoff. Inpixon shall have the right to set off any amount that any other Stockholder owes Inpixon against any amount that Inpixon owes such Stockholder under this Agreement or otherwise.

Section 7.19 Spousal Consent. Each Minority Stockholder who is married on the date of this Agreement and the resident of a community property (or equivalent) state or jurisdiction shall cause such Minority Stockholder's spouse to execute and deliver to the Company a consent of spouse in the form of **Exhibit C** attached hereto (a "**Spousal Consent**"), dated as of the date hereof. If any Minority Stockholder should marry following the date of this Agreement and be a resident of a community property (or equivalent) state or jurisdiction, such Minority Stockholder shall cause his or her spouse to execute and deliver to the Company a Spousal Consent within thirty (30) days thereof.

[signature page follows]IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Company:

GAME YOUR GAME, INC.

By: /s/ Martin Manniche

Name: Martin Manniche

Title: Director

Inpixon:

INPIXON

By: /s/ Nadir Ali

Name: Nadir Ali

Title: Chief Executive Officer

[Signature Page to GYG's Stockholders' Agreement]

Minority Stockholders:

By: /s/ Rick Clemmer

Name: Rick Clemmer

By: /s/ Martin Manniche

Name: Martin Manniche

By: /s/ Karl-Henrick Sundstrom

Name: Karl-Henrick Sundstrom

By: /s/ Christos Lagomichos

Name: Christos Lagomichos

By: /s/ Brian Amberg

Name: Brian Amberg

Executor of the Estate of Peter Wilmer Christensen

By: /s/ Mads Peter Cramer

Name: Mads Peter Cramer

On behalf of GOLDEN KINGDOM pte ltd

By: /s/ GOLDEN KINGDOM pte ltd

On behalf of CRAMER INVEST ApS

By: /s/ Mads Peter Cramer

Name: Mads Peter Cramer

[Signature Page to GYG's Stockholders' Agreement]

On behalf of WEIS FUND II LLP

By: /s/ Wei Guo

Name: Wei Guo

On behalf of EVEREST SOLUTIONS GROUP Inc.

By: /s/ Kam Hosn

Name: Kam Hosn

Title: CEO

On behalf of HOLODIA AG

By: /s/ Shahin Lauritzen

Name: Shahin Lauritzen

Title: CEO

[Signature Page to GYG's Stockholders' Agreement]

Exhibit A

MINORITY STOCKHOLDERS

Stockholder Name
RICK CLEMMER
MARTIN MANNICHE
KARL-HENRICK SUNDSTROM
GOLDEN KINGDOM pte.ltd.
CRAMER INVEST ApS
EXECUTOR of the estate of PETER WILMAR CHRISTENSEN
CHRISTOS LAGOMICHS
WEIS FUND II, LLP
EVEREST SOLUTIONS GROUP Inc.
BRIAN AMBERG
HOLODIA AG

Exhibit B

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Stockholders' Agreement, dated as of April 9, 2021 (as amended from time to time, the **Stockholders' Agreement**"), by and among Game Your Game, Inc., a Delaware corporation (the **Company**"), Inpixon, a Nevada corporation ("**Inpixon**"), each other stockholder of the Company identified on Exhibit A attached thereto (each, a **Minority Stockholder**") and each other Person who thereafter acquired securities of the Company and agreed to become a party to, and bound by, the Stockholders' Agreement as a "Minority Stockholder" by executing a Joinder Agreement.

Pursuant to and in accordance with Section 4.01(b) of the Stockholders' Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, it shall become a party to the Stockholders' Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Stockholders' Agreement as though an original party thereto and shall be deemed to be a Minority Stockholder of the Company for all purposes thereof.

Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Stockholders' Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement as of [DATE].

Minority Stockholder:

[MINORITY STOCKHOLDER]

By _____

Name:

Title:

Company:

GAME YOUR GAME, INC.

By: _____

Name:

Title:

Exhibit C

FORM OF SPOUSAL CONSENT

I, [SIGNING SPOUSE OR DOMESTIC PARTNER NAME], [spouse] of [STOCKHOLDER SPOUSE NAME], acknowledge that I have read Stockholders' Agreement, dated as of April 9, 2021, by and among Game Your Game, Inc., a Delaware corporation (the "Company"), Inpixon, a Nevada corporation, and each other stockholder of the Company identified on Exhibit A attached thereto, to which this Spousal Consent ("Consent") is attached as Exhibit C (as the same may be amended or amended and restated from time to time, the "Agreement"), and that I understand the contents of the Agreement. I am aware that my spouse is a party to the Agreement and the Agreement contains provisions regarding the voting and transfer of Shares (as defined in the Agreement) of the Company which my spouse may own, including any interest I might have therein.

I hereby consent to the execution by my spouse of the Agreement and agree that I and any interest, including any community property interest, that I may have in any Shares of the Company subject to the Agreement shall be irrevocably bound by the Agreement, including any restrictions on the transfer or other disposition of any Shares, valuation methods or agreed values for the Shares, or voting or other obligations as set forth in the Agreement. I hereby irrevocably appoint my spouse as my attorney-in-fact and agent with respect to the exercise of any rights and obligations under the Agreement.

I agree that, in the event of divorce or the dissolution of my marriage to my present spouse or other legal division of property, I will transfer and sell, at the fair market value, to my spouse any and all interest I have or may acquire in the Company, and I further agree that a court may award such entire interest to my spouse as part of any such legal division of property. The foregoing agreement is not intended as a waiver of any community property or other ownership interest I may have in the Shares of the Company, but only as an agreement to accept other property or assets of substantially equivalent value as part of any property settlement agreement or other legal division of property upon divorce or the dissolution of my marriage.

I agree not to bequeath my interest, if any, in the Shares of the Company, by will, trust, or any other testamentary disposition to any person other than my current spouse. Further, the residuary clause in my will shall not include my interest, if any, in the Shares of the Company.

I agree not to pledge or encumber any interest I may have in the Shares of the Company.

This Consent shall be binding on my executors, administrators, heirs, and assigns. I agree to execute and deliver such documents as may be necessary to carry out the intent of the Agreement and this Consent.

I am aware that the legal, financial, and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right. I am under no disability or impairment that affects my decision to sign this Consent and I knowingly and voluntarily intend to be legally bound by this Consent. I am satisfied with the terms of this Consent and I understand and have received full disclosure of all the rights that I am agreeing to waive.

I hereby agree that my spouse may join in any future amendment, waiver, consent, or modification of the Agreement without any further signature, acknowledgment, agreement, or consent on my part or notice to me.

Dated to be effective on [DATE].

[SIGNING SPOUSE NAME]