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

FORM 8-K

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

Date of Report (Date of earliest event reported): March 11, 2024

XTI AEROSPACE, INC.
(Exact name of registrant as specified in its charter)

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

8123 InterPort Blvd., Suite C Englewood, CO	**80112**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(303) 503-5660**

INPIXON
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303
(Former name or former address, if changed since last report)

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

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

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

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

□ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company □

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

Introductory Note

As previously described in a current report on Form 8-K filed on July 25, 2023 (the "July 2023 8-K"), on July 24, 2023, Inpixon, a Nevada corporation ("Inpixon," or the "Company"), entered into an Agreement and Plan of Merger (as amended, the "Merger Agreement") by and among Inpixon, Superfly Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Inpixon ("Merger Sub"), and XTI Aircraft Company, a Delaware corporation ("XTI"). Pursuant to the Merger Agreement, on March 12, 2024 (the "Closing Date"), Merger Sub merged with and into XTI (the "Merger"), with XTI surviving the Merger as a wholly-owned subsidiary of Inpixon. Following the effective time of the Merger (the "Effective Time") on the Closing Date, Inpixon amended its articles of incorporation to change its name to "XTI Aerospace, Inc." (also referred to as "XTIA") and the combined company opened for trading on the Nasdaq Capital Market on March 13, 2024 under the new ticker symbol "XTIA". As of the Effective Time, Nadir Ali resigned as the Company's Chief Executive Officer and Mr. Scott Pomeroy was appointed as the new Chief Executive Officer of XTIA, as described in Item 5.02 below.

Shortly prior to the Effective Time, Inpixon effected a 1-for-100 reverse split of its outstanding shares of common stock (the "Reverse Stock Split").

At the Effective Time, pursuant to the Merger Agreement, the shares of XTI common stock outstanding immediately prior to the Effective Time became the right to receive 7,843,668 shares of XTIA common stock, and the options and warrants to purchase shares of XTI common stock outstanding immediately prior to the Effective Time were assumed by the Company and became exercisable for approximately 1,068,959 and 382,610 shares of XTIA common stock, respectively, based on an exchange ratio of 0.0892598 shares of XTIA common stock for each share of XTI common stock in accordance with the Merger Agreement. Prior to the Effective Time, XTI received the consents of certain of its convertible note holders to convert the outstanding balance under their convertible notes, equal to an aggregate outstanding amount of $7,535,701, into shares of XTI common stock immediately prior to the Effective Time, enabling them to participate in the Merger on the same basis as the other shares of XTI common stock. XTI convertible notes in the aggregate remaining principal and interest amount of $51,658, were assumed by the Company at the Effective Time and became convertible into approximately 4,611 shares of XTIA common stock.

Immediately prior to the Effective Time, all but $175,000 of the total principal and accrued interest balance of the convertible note issued by XTI to Dave Brody on October 1, 2023, as amended on March 12, 2024, was converted into shares of XTI common stock immediately prior to the Effective Time, enabling him to participate in the Merger on the same basis as the other shares of XTI common stock, as disclosed in Item 5.02 of this Form 8-K. The remaining $175,000 became payable in cash by XTI upon consummation of the Merger.

Immediately following the Effective Time, the XTIA had 9,786,801 shares of common stock issued and outstanding, subject to adjustment in connection with rounding associated with the Reverse Stock Split.

Item 1.01 Entry into a Material Definitive Agreement.

The information contained in the Introductory Note of this Current Report on Form 8-K is incorporated by reference herein to the extent required to be disclosed under this Item 1.01.

Second Amendment to Merger Agreement

On March 12, 2024, the Company, Merger Sub and XTI entered into a Second Amendment to Merger Agreement (the "Merger Agreement Amendment"). The Merger Agreement Amendment amended the original Merger Agreement, as amended by the First Amendment to Merger Agreement dated December 30, 2023, to provide, among other things, (i) adjustments for the issuance of shares of the Company's newly designated non-convertible Series 9 preferred stock ("Series 9 Preferred Stock") to the Note Holder (as defined below) in the exchange ratio calculation and (ii) the extension of the deadline to file a resale registration statement covering the shares issued in the Merger that were not registered on the Company's registration statement on Form S-4 filed in connection with the Merger to ten business days after the Company files its Form 10-K for the year ended December 31, 2023.

The foregoing description of the Merger Agreement Amendment does not purport to be complete and is qualified in its entirety by the full text of the Second Amendment to Merger Agreement, which is filed as Exhibit 10.1 to this current report on Form 8-K and is incorporated herein by reference.

Exchange Agreement

On March 12, 2024, the Company and Streeterville Capital, LLC (the "Note Holder"), the holder of an outstanding promissory note issued on December 30, 2023 (as amended, the "December 2023 Note"), entered into an Exchange Agreement, pursuant to which the Note Holder exchanged the remaining balance of principal and accrued interest under the December 2023 Note in the aggregate amount of $9,801,521 for 9,801.521 shares of Series 9 Preferred Stock, based on an exchange price of $1,000 per share of Series 9 Preferred Stock. Following such exchange and the surrender of the December 2023 Note to the Company, the December 2023 Note is deemed paid in full, automatically canceled, and will not be reissued.

The foregoing description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Exchange Agreement and the Certificate of Designation (as defined under Item 5.03 below), which are filed as Exhibits 10.2 and 3.1, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Securities Purchase Agreement

On March 12, 2024, the Company entered into a securities purchase agreement (the "Securities Purchase Agreement") with an entity controlled by the Company's director and Chief Executive Officer, Mr. Nadir Ali (the "Purchaser"). Pursuant to the Securities Purchase Agreement, the Purchaser purchased 1,500 shares of Series 9 Preferred Stock for a total purchase price of $1,500,000, based on a purchase price of $1,000 per share of Series 9 Preferred Stock. The Company agreed that the Purchaser will be deemed a "Required Holder" as defined in the Certificate of Designation (as defined under Item 5.03 below) as long as the Purchaser holds any shares of Series 9 Preferred Stock.

The Securities Purchase Agreement sets forth certain restrictions on the Company's use of the proceeds from the sale of the Series 9 Preferred Stock pursuant thereto, including that the proceeds must be used in connection with the redemption of the Series 9 Preferred Stock pursuant to the Certificate of Designation (as described under Item 5.03 below) or working capital purposes, and may not, without the consent of the required holders of Series 9 Preferred Stock, be used for, among other things, (i) the redemption of any XTIA common stock or common stock equivalents, (ii) the settlement of any outstanding litigation, or (d) for the repayment of debt for borrowed money to any officer or director, or Merger-transaction related bonuses to any employee or vendor except for such non-merger transaction related bonuses as may be payable to participants pursuant to the Company's existing employee bonus plan.

The foregoing description of the Securities Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Securities Purchase Agreement and the Certificate of Designation (as defined under Item 5.03 below), which are filed as Exhibits 10.3 and 3.1, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Director & Officer Indemnification Agreements

In connection with the Closing, the Company entered into customary indemnification agreements with its existing directors and executive officers prior to the Effective Time as well as with the new directors and officers whose appointments became effective at the Effective Time. These indemnification agreements require the Company to indemnify and advance certain expenses and costs under specified circumstances.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Indemnification Agreement filed as Exhibit 10.4 to this current report on Form 8-K and is incorporated by reference herein.

Consulting Agreements

On March 12, 2024, the Company entered into a Consulting Agreement with Mr. Nadir Ali (the "Ali Consulting Agreement"). Pursuant to the Ali Consulting Agreement, following the Closing, Mr. Ali will provide consulting services to the Company for 15 months or until earlier termination in accordance with its terms (the "Ali Consulting Period"). During the Ali Consulting Period, the Company will pay him a monthly fee of $20,000. If the Company terminates the Ali Consulting Agreement during the first six months of the Ali Consulting Period without Company Good Reason (as defined in the Ali Consulting Agreement), the Company will be required to pay all consulting fees that would be due for such six-month period. If Mr. Ali terminates the Ali Consulting Agreement during the Ali Consulting Period for Consultant Good Reason (as defined in the Ali Consulting Agreement), the Company will be required to pay all consulting fees that would be due for the remainder of the Ali Consulting Period, including the Equity Payment described below.

In addition, Company shall pay Mr. Ali (a) the amount of $1,500,000 due three months following the Closing, and (b) the aggregate amount of $4,500,000, payable in 12 equal monthly installments of $375,000 each, starting four months after the Effective Date (the payments described in (a) and (b), each an "Equity Payment"). Each Equity Payment may be made, in Company's discretion, in (i) cash, (ii) fully vested shares of common stock under the Company's equity incentive plan and registered on a registration statement on Form S-8 or another appropriate form ("Registered Shares"), or a combination of cash and Registered Shares. Mr. Ali must continue to provide consulting services to the Company on the date of payment of an Equity Payment to receive the Equity Payment, unless the Company terminates the Ali Consulting Agreement without Company Good Reason or Mr. Ali terminates the Ali Consulting Agreement for Consulting Good Reason, in which case the Equity Payments would become due and payable in full. To the extent all or a portion of an Equity Payment is made in shares, such shares will be valued based on the closing price per share on the date on which the Equity Payment is made.

Subject to compliance with Section 15(b)(13) of Securities Exchange Act of 1934, as amended (the "Exchange Act"), if Mr. Ali provides services involving the identification of prospective merger or acquisition targets for the Company or its affiliates, it is intended that he be eligible for a bonus upon the successful delivery of services. The specifics of the bonus will be negotiated and mutually agreed upon by the Company and Mr. Ali.

On March 12, 2024, the Company also entered into a Consulting Agreement with Ms. Wendy Loundermon (the "Loundermon Consulting Agreement"). Pursuant to the Loundermon Consulting Agreement, following the Closing, Ms. Loundermon will provide consulting services to the Company for one year or until earlier termination in accordance with its terms (the "Loundermon Consulting Period"). As compensation for Ms. Loundermon's consulting services, the Company will pay her (i) $83,333 per month for the first six months of the Loundermon Consulting Period for services she performs on an as-needed basis during the Loundermon Consulting Period regarding the transition of the management of the Company's financial reporting function to ensure continuity of business operations (with such advisory fees payable, subject to certain conditions, pursuant to the payment schedule set forth in the Loundermon Consulting Agreement), and (ii) $300 per hour for services performed on an as needed basis regarding the preparation and filing of Company's public company financial reporting and compliance matters including accounting, payroll, audit and tax compliance functions. If, during the first six months of the Loundermon Consulting Period, the Company terminates the Consulting Agreement without Company Good Reason (as defined in the Loundermon Consulting Agreement) or Ms. Loundermon terminates the Loundermon Consulting Agreement for Consultant Good Reason (as defined in the Consulting Agreement), the Company will be required to pay all advisory fees that would be due for such six month period.

The foregoing description of the Ali Consulting Agreement and Loundermon Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of those Consulting Agreements, which are filed as Exhibits 10.5 and 10.6, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Amendments to Ali Employment Agreement and Loundermon Employment Agreement

On March 12, 2024, the Company and Mr. Ali entered into an amendment (the "Ali Employment Agreement Amendment") to Mr. Ali's Amended and Restated Employment Agreement dated May 15, 2018, to provide for payment of his cash severance thereunder on or as soon as practicable following the date that is 21 days following the Merger.

On March 12, 2024, the Company and Ms. Loundermon entered into an amendment (the "Loundermon Employment Agreement Amendment") to Ms. Loundermon's Employment Agreement dated October 1, 2014 (as amended), to provide for payment of her cash severance thereunder on or as soon as practicable following the date this is 21 days following the Merger.

The foregoing description of the Ali Employment Agreement Amendment and the Loundermon Employment Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Ali Employment Agreement and the Loundermon Employment Agreement Amendment, which are filed as Exhibits 10.7 and 10.8, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Amendment to Transaction Bonus Plan and Acknowledgment Agreements

As previously disclosed in the July 2023 8-K, the Company adopted the Inpixon Transaction Bonus Plan dated July 24, 2023 (the "Transaction Bonus Plan"), which provides for the payment of certain bonuses upon the closing of qualified transactions, including the Merger. On March 11, 2024, the Compensation Committee of the Company approved an amendment to the Transaction Bonus Plan (the "Transaction Bonus Plan Amendment"), in accordance with the terms thereof, to, among other things, change the timing of and impose certain additional conditions on the payment of certain bonuses to be paid to the participants thereunder (the "Transaction Bonus Plan Participants"), including Mr. Ali, Ms. Loundermon and Mr. Soumya Das, three of the Company's named executive officers. In connection with the Transaction Bonus Plan Amendment, the Compensation Committee also adopted a new form of confidentiality and release agreement, which was executed and delivered by the Transaction Bonus Plan Participants who resigned from their Company positions at the Effective Time, Mr. Ali and Ms. Loundermon, and which contains a customary release of claims in favor of the Company.

On March 12, 2024, the Transaction Bonus Plan Participants who retained their employment with the Company following the Effective Time, including Mr. Das, delivered an Acknowledgment Agreement (the "Acknowledgment Agreement") to the Company irrevocably waiving and releasing the Company from any and all rights to payment of such individual's payments under Schedule 1 of the Transaction Bonus Plan except pursuant to and as provided under the terms of the Transaction Bonus Plan Amendment.

The description of the Transaction Bonus Plan Amendment and the Acknowledgment Agreement is only a summary and is qualified in its entirety by reference to the full text of the Transaction Bonus Plan Amendment and the Acknowledgment Agreement, which are filed as Exhibits 10.9 and 10.10, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information contained in the Introductory Note and Item 1.01 of this current report on Form 8-K is incorporated by reference herein to the extent required to be disclosed under this Item 2.01.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in the Introductory Note, Item 1.01, Item 5.02 and Item 5.03 of this current report on Form 8-K is incorporated by reference herein to the extent required to be disclosed under this Item 3.02.

The offer and sale of 2,182,403 shares of common stock pursuant to the Merger Agreement to stockholders of XTI that executed a written consent of the majority stockholders of XTI approving the Merger, and the offer and sale of shares of Series 9 Preferred Stock to the Purchaser pursuant to the Securities Purchase Agreement, have been conducted in reliance on an exemption from registration provided by Section 4(a)(2) of the Securities Act on the basis that such XTI stockholders and the Purchaser are accredited investors and the Company did not engage in any general solicitation in connection with such offer and sale.

In addition, the issuance of shares of Series 9 Preferred Stock to the Note Holder has been conducted in reliance on an exemption from registration under Section 3(a)(9) of the Securities Act, on the basis that (a) the shares of Series 9 Preferred Stock were issued in exchange for the December 2023 Note issued by the Company; (b) there is no additional consideration being delivered by the Note Holder in connection with the exchange; and (c) there are no commissions or other remuneration being paid in connection with the exchange.

Item 3.03 Material Modifications to Rights of Security Holders

To the extent required by Item 3.03 of Form 8-K, the information regarding the Reverse Stock Split and the Certificate of Designation contained in Item 5.03 of this current report on Form 8-K is incorporated by reference herein.

Item 5.01 Changes in Control of Registrant.

The information contained in the Introductory Note, Item 1.01 and Item 5.02 of this current report on Form 8-K is incorporated by reference herein to the extent required to be disclosed under this Item 5.01.

As a result of the Merger, a change in control of the Company has occurred, and XTI is now a wholly owned subsidiary of the Company. Following the issuance of shares under the Merger Agreement, Inpixon security holders immediately prior to the Effective Time retained beneficial ownership of approximately 25% of the outstanding common stock of the Company on a fully-diluted basis and XTI security holders immediately prior to the Effective Time acquired beneficial ownership of shares of common stock amounting to approximately 75% of the outstanding common stock of the Company on a fully-diluted basis.

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

The information contained in Item 1.01 of this Current Report on Form 8-K relating to arrangements with Mr. Ali and Ms. Loundermon is incorporated by reference herein to the extent required to be disclosed under this Item 5.02.

Director and Officer Appointments; Board Composition

In connection with the consummation of the Merger and as contemplated by the Merger Agreement, as of the Effective Time, Mr. Nadir Ali and Ms. Wendy Loundermon resigned as Chief Executive Officer and Chief Financial Officer of the Company, respectively. Following their resignations, the board of directors of the Company (the "Board") appointed Mr. Scott Pomeroy as Chief Executive Officer of the Company and Ms. Brooke Martellaro as Chief Financial Officer of the Company.

Also at the Effective Time, Messrs. Nadir Ali and Tanveer Khader and Ms. Wendy Loundermon resigned as directors of the Company. These resignations were not because of a disagreement with the Company on any matter relating to the Company's operations, policies or practices. Following the foregoing resignations, the Board appointed Messrs. Scott Pomeroy, Soumya Das and David Brody as directors to the Board. Messrs. Kareem Irfan and Leonard Oppenheim continue to serve on the Board following the Closing.

Mr. Brody has also been appointed to the Company's Audit Committee, its Compensation Committee and its Nominating and Corporate Governance Committee, effective as of the Effective Time. The Board determined that Mr. Brody is independent within the meaning of Nasdaq Listing Rule 5605(a)(2). Messrs. Oppenheim and Irfan will continue to serve on the Company's Audit Committee and Mr. Irfan will continue to serve on the Company's Compensation Committee.

Information about the business experience of Messrs. Pomeroy, Das and Brody and Ms. Martellaro are described in the proxy statement/prospectus filed by the Company with the SEC on November 14, 2023 (the "Proxy Statement/Prospectus") in the section entitled "Management of the Combined Company Following the Merger" beginning on page 196 thereof and that information is incorporated herein by reference.

There is no arrangement or understanding between Messrs. Pomeroy, Das or Brody and any other person pursuant to which each was appointed as a director, other than pursuant to the Merger Agreement. There are no transactions in which Messrs. Pomeroy, Brody and Das and Ms. Martellaro have an interest requiring disclosure under Item 404(a) of Regulation S-K, except for (i) the transactions with Mr. Brody described in the Proxy Statement/Prospectus in the section entitled "Related Party Transactions of Directors and Executive Officers of the Combined Company" beginning on page 223 and that information is incorporation herein by reference, and (ii) such transactions as described below:

In connection with the Closing, Mr. Pomeroy received 4,000,000 shares of XTI common stock pursuant to the Consulting Agreement dated July 1, 2022. Upon the closing of the Merger, these XTI shares were exchanged for 357,040 shares of common stock of XTIA in accordance with the exchange ratio pursuant to the Merger Agreement.

In addition, during the year ended December 31, 2023 and 2022, XTI paid Mr. Brody compensation of $60,000 and 100,000, respectively, and owed Mr. Brody accrued compensation of $320,000 and $260,000, respectively, under Mr. Brody's consulting agreement with XTI. Pursuant to an amendment to the consulting agreement, these accrued amounts were waived by Mr. Brody and the consulting agreement terminated in connection with the closing of the Merger.

On March 12, 2024, XTI and Mr. Brody entered into an Amendment No. 1 (the "Brody Note Amendment") to the Unsecured Convertible Promissory Note, dated as of October 1, 2023, issued by XTI to Mr. Brody (the "Brody Note"), pursuant to which Mr. Brody converted $922,957 principal amount of the Brody Note and accrued and unpaid interest thereon, into shares of XTI common stock at a rate of $0.3094 in principal amount per share, and XTI agreed to pay Mr. Brody the remaining $175,000 in principal amount upon the consummation of the Merger. The shares issued as consideration under the Brody Note Amendment converted into 266,273 shares of XTIA common stock in accordance with the exchange ratio pursuant to the Merger Agreement.

In connection with the Merger, the Company assumed a Promissory Note issued by XTI to Mr. Brody on January 5, 2023, with an outstanding principal balance of $125,000 along with an interest balance of $7,406 as of February 29, 2024, accruing interest at a rate of 5% and set to mature on March 31, 2024.

As disclosed under Item 1.01, the Company entered into a customary form of indemnification agreement with its existing directors and executive officers prior to the Effective Time, including Mr. Ali and Ms. Loudermon, as well as with the new directors and officers whose appointments became effective at the Effective Time, including Messrs. Pomeroy, Brody and Das and Ms. Martellaro.

In connection with the Closing, and as disclosed in Item 5.03 of this current report on Form 8-K, the board of directors of the Company amended the Bylaws of the Company to establish three classes of directors with staggered election terms: Mr. Scott Pomeroy and Mr. Soumya Das are the Class I directors, eligible for re-election at the Company's annual meeting of stockholders to be held in 2024; Mr. Kareem Irfan and Mr. Leonard Oppenheim are the Class II directors, eligible for re-election at the Company's annual meeting of stockholders to be held in 2025; and Mr. David Brody is the Class III director, eligible for re-election at the Company's annual meeting of stockholders to be held in 2026.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Certificate of Designation for Series 9 Preferred Stock

On March 12, 2024, the Company filed the Certificate of Designations of Preferences and Rights of Series 9 Preferred Stock (the "Certificate of Designation"), with the Secretary of State of Nevada, designating 20,000 shares of preferred stock, par value $0.001 of the Company, as Series 9 Preferred Stock. Each share of Series 9 Preferred Stock has a stated face value of $1,050.00 ("Stated Value"). The Series 9 Preferred Stock is not convertible into shares of common stock of the Company.

Each share of Series 9 Preferred Stock will accrue a rate of return on the Stated Value in the amount of 10% per year, compounded annually to the extent not paid, and pro rata for any fractional year periods (the "Preferred Return"). The Preferred Return will accrue on each share of Series 9 Preferred Stock from the date of issuance and shall be payable on a quarterly basis, either in cash or through the issuance of an additional number of shares of Series 9 Preferred Stock equal to (i) the Preferred Return then accrued and unpaid, divided by (ii) the Stated Value, at the Company's discretion.

Commencing on the one-year anniversary of the respective issuance date of each share of Series 9 Preferred Stock, each such share of Series 9 Preferred Stock shall accrue an automatic quarterly dividend, based on three quarters of 91 days each and the last quarter of 92 days (or 93 days for leap years), which shall be calculated on the Stated Value of such share of Series 9 Preferred Stock, and which shall be payable in additional shares of Series 9 Preferred Stock, based on the Stated Value, or in cash as set forth in the Certificate of Designation (each, as applicable, the "Quarterly Dividend"). For the period beginning on the one-year anniversary of the issuance date of a share of Series 9 Preferred Stock to the two-year anniversary of the issuance date of each share of Series 9 Preferred Stock, the Quarterly Dividend shall be 2% per quarter in respect of such share, and for all periods following the two-year anniversary of the issuance date of each share of Series 9 Preferred Stock, the Quarterly Dividend shall be 3% per quarter in respect of such share.

If at any time while any share of Series 9 Preferred Stock is outstanding, the Company undergoes or enters into a Fundamental Transaction (as defined in the Certificate of Designation), the Company shall cause any successor entity in any such Fundamental Transaction in which the Company is not the surviving company, to assume in writing all of the obligations of the Company under the Certificate of Designation. Subject to the terms and conditions in the Certificate of Designation, the Company may, at any time, elect to redeem all, but not less than all, of the shares of Series 9 Preferred Stock issued and outstanding from all of the Series 9 Preferred Stock holders by paying an amount in cash equal to the Series 9 Preferred Liquidation Amount (as defined below) applicable to such shares of Series 9 Preferred Stock being redeemed. The Series 9 Preferred Liquidation Amount per share is determined as the Stated Value per share plus any accrued but unpaid Preferred Return, and any accrued and unpaid Quarterly Dividend at that time.

The Series 9 Preferred Stock confers no voting rights on its holders, except with respect to matters that materially and adversely affect the rights or preferences of the Series 9 Preferred Stock or such matters specified in the Certificate of Designation that require the consent of holders of at least a majority of the outstanding shares of Series 9 Preferred Stock.

The Certificate of Designation contains certain obligations of the Company, such that until such time as no shares of Series 9 Preferred Stock remain outstanding, the Company and its subsidiaries are required to comply with certain covenants with respect to Fundamental Transactions, the Company's indebtedness, the Company's status as a publicly-traded company and an SEC reporting company, and other matters set forth in the Certificate of Designation, unless otherwise consented to by holders of at least a majority of the outstanding Series 9 Preferred Stock.

The foregoing description of the Certificate of Designation does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designation, a copy of which is filed as Exhibit 3.1 to this current report on Form 8-K and is incorporated by reference herein.

Amendments to Articles of Incorporation

On March 11, 2024, the Company filed a Certificate of Amendment to its articles of incorporation with the Secretary of State of Nevada to effect the Reverse Stock Split, which was approved by the Company's stockholders at the special meeting in lieu of annual meeting held on December 8, 2023, as described in the Company's proxy statement/prospectus filed on November 14, 2023. Any fractional shares resulting from the Reverse Stock Split will be rounded up to the nearest whole share. The Company's authorized number of shares of common stock was not reduced by the Reverse Stock Split. The Reverse Stock Split became effective shortly before the Effective Time. The exercise price per share and number of shares issuable under all of the Company's outstanding securities convertible into or exercisable for common stock have been proportionately adjusted to account for the Reverse Stock Split.

On March 11, 2024, the Company also filed a Certificate of Amendment to its articles of incorporation with the Secretary of State of Nevada to change the name of the Company from "Inpixon" to "XTI Aerospace, Inc.", which became effective shortly after the Effective Time.

As of March 13, 2024, the trading symbol for the Company's common stock has changed to "XTIA." The new CUSIP number for the Company's common stock following the Reverse Stock Split, the Merger and the name change is 98423K108.

The foregoing description of the Certificates of Amendments does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificates of Amendment, which are filed as Exhibits 3.2 and 3.3, respectively, to this current report on Form 8-K and are incorporated by reference herein.

Bylaws Amendment

On March 12, 2024, the Board adopted by resolution an amendment to the Bylaws of the Company (the "Bylaws Amendment"). The Bylaws Amendment classifies the members of the Board into three classes (Class I, Class II and Class III) with staggered terms. Pursuant to the Bylaws Amendment, the current term of the Class I directors will expire at the annual meeting of the stockholders of the Company for the year 2024, the current term of the Class II directors will expire at the annual meeting of the stockholders of the Company for the year 2025, and the current term of the Class III directors will expire at the annual meeting of the stockholders of the Company for the year 2026. At each succeeding annual meeting of stockholders of the Company successors of the class of directors whose term expires at that meeting shall be elected to hold office in accordance with the Bylaws of the Company.

The foregoing description of the Bylaws Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Bylaws Amendment, a copy of which is filed as Exhibit 3.4 to this current report on Form 8-K and is incorporated by reference herein.

Item 8.01. Other Events.

Financial Advisory Fees in connection with the Merger

Pursuant to the terms of an amended advisory fees agreement among XTI, Inpixon and Maxim and in accordance with the Merger Agreement, the Company issued 385,359 registered XTIA shares of common stock in exchange for shares of XTI common stock issued to Maxim based on the exchange ratio under the Merger Agreement. Additionally, Maxim will receive $200,000 payable upon the closing of one or more debt or equity financings for which Maxim serves as placement agent or underwriter and in which the Company raises minimum aggregate gross proceeds of $10 million following the Effective Time.

Pursuant to its engagement letter with XTI, dated as of June 7, 2022, as amended (the "Chardan Engagement Letter") and the Merger Agreement, Chardan Capital Markets ("Chardan") received a cash payment of $200,000 and 189,037 registered XTIA shares of common stock (the "Chardan Closing Shares") in exchange for shares of XTI common stock issued to Chardan based on the exchange ratio under the Merger Agreement. If within 120 days following the Effective Time, the Company consummates a public offering of securities in which the price per share of XTIA common stock ("Chardan Qualified Offering price") is less than the per share price of Inpixon common stock utilized to calculate the number of Chardan Closing Shares, the Company will be required, subject to applicable securities laws, to issue additional shares of XTIA common stock to Chardan in an amount equal to (i) $1,000,000 minus the product of the number of Chardan Closing Shares and Chardan Qualified Offering Price, divided by (ii) the Chardan Qualified Offeing Price.

Nasdaq Hearing Update

On April 14, 2023, Nasdaq Listing Qualifications staff ("Staff") issued the Company a delist letter citing its failure to comply with the $1.00 minimum bid price requirement under Listing Rule 5550(a)(2 ("Bid Price Rule"). In accordance with Listing Rule 5810(c)(3)(A), the Company was provided 180 calendar days, or until October 11, 2023, to regain compliance with Rule 5550(a)(2). However, on November 9, 2023, the Company received a delisting determination letter from the staff of The Nasdaq Stock Market LLC ("Nasdaq") in accordance with Listing Rule 5810(c)(3)(A)(iii) due to the Company's securities having a closing bid price of $0.10 or less for ten consecutive trading days (the "Low Priced Stocks Rule"). Accordingly, on January 5, 2024, the Company requested a hearing before the Nasdaq Hearings Panel (the "Panel"). That hearing was held on February 6, 2024.

On March 1, 2024, the Company received a written decision from the Panel granting its request for continued listing on Nasdaq, subject to the condition that, on or before May 7, 2024, the Company will have demonstrated compliance with the Bid Price Rule, by evidencing a closing bid price of $1.00 or more per share for a minimum of 10 consecutive trading days.

On March 12, 2024, the Company implemented a reverse stock split immediately prior to the closing of the Merger in connection with its plan to regain compliance with the Bid Price Rule and satisfy initial listing requirements as a result of the resulting change of control in accordance with Nasdaq listing rules.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Designations of Preferences and Rights of Series 9 Preferred Stock.
3.2	Certificate of Amendment (Reverse Stock Split).
3.3	Certificate of Amendment (Name Change).
3.4	Bylaws Amendment.
10.1*	Second Amendment to Merger Agreement, dated March 12, 2024, by and between Inpixon, Superfly Merger Sub Inc. and XTI Aircraft Company.
10.2	Exchange Agreement, dated March 12, 2024, by and between Inpixon and Streeterville Capital, LLC.
10.3	Securities Purchase Agreement, dated March 12, 2024, by and between Inpixon and 3AM Investments LLC.
10.4	Form of Indemnification Agreement.
10.5	Consulting Agreement, dated March 12, 2024, by and between XTI Aerospace, Inc. and Nadir Ali.
10.6	Consulting Agreement, dated March 12, 2024, by and between XTI Aerospace, Inc. and Wendy Loundermon.
10.7 #	Amendment to Employment Agreement, dated March 12, 2024, by and between Inpixon and Nadir Ali.
10.8 #	Amendment to Employment Agreement, dated March 12, 2024, by and between Inpixon and Wendy Loundermon.
10.9 #	Amendment to Inpixon Transaction Bonus Plan, dated March 11, 2024.
10.10 #	Form of Acknowledgement Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K, Item 601(a)(5). The registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

\# Indicates management contract or compensatory plan or arrangement.

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.

XTI AEROSPACE, INC.

Date: March 15, 2024

By: /s/ Scott Pomeroy
Name: Scott Pomeroy
Title: Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF DESIGNATIONS OF PREFERENCES AND RIGHTS OF
SERIES 9 PREFERRED STOCK

of

Inpixon
a Nevada corporation

Pursuant to Section 78.1955 of the Nevada Revised Statutes

The undersigned, Nadir Ali, hereby certifies that:

1. He is the duly elected Chief Executive Officer of Inpixon a Nevada corporation ("Corporation").

2. A resolution was adopted and approved by the Board of Directors of the Corporation by unanimous written consent on March 11, 2024 authorizing and approving the Certificate of Designations of Preferences and Rights of Series 9 Preferred Stock of the Corporation set forth below.

3. No shares of Series 9 Preferred Stock have been issued as of the date hereof.

IN WITNESS WHEREOF, the undersigned does hereby execute this Certificate, and does hereby acknowledge that this instrument constitutes his act and deed and that the facts stated herein are true.

Inpixon

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

Dated: March 11, 2024

CERTIFICATE OF DESIGNATIONS OF PREFERENCES AND RIGHTS OF
SERIES 9 PREFERRED STOCK

of

Inpixon
a Nevada corporation

The undersigned Chief Executive Officer of Inpixon ("Corporation"), a corporation organized and existing under the laws of the State of Nevada, does hereby certify that, pursuant to the authority contained in the Corporation's Articles of Incorporation ("Articles") and pursuant to Section 78.1955 of the Nevada Revised Statutes ("NRS"), and in accordance with the provisions of the resolution creating a series of the class of the Corporation's authorized preferred stock designated as the Series 9 Preferred Stock as follows:

FIRST: The Articles, as amended, authorize the issuance by the Corporation of 500,000,000 shares of common stock, par value of $0.001 per share ("Common Stock") and 5,000,000 shares of preferred stock, par value of $0.001 per share ("Preferred Stock"), and further, authorize the Board of Directors ("Board") of the Corporation, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the unissued shares of Preferred Stock not then allocated to any series into one or more series and to designate the rights, preferences and limitations of each series.

SECOND: By unanimous written consent of the Board dated March 11, 2024, the Board designated twenty thousand (20,000) shares of the Preferred Stock as Series 9 Preferred Stock, par value $0.001 per share, pursuant to a resolution providing that a series of preferred stock of the Corporation be and hereby is created and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such Series 9 Preferred Stock, and the qualifications, limitations and restrictions thereof, are as follows:

SERIES 9 PREFERRED STOCK

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have meanings set forth in Section 14 below.

Section 2. Powers and Rights of Series 9 Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as the Series 9 Preferred Stock, par value $0.001 per share, of the Corporation (the "Series 9 Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions of the Series 9 Stock shall be as set forth in this Certificate of Designations of Preferences and Rights of Series 9 Stock (this "Certificate of Designations"). For purposes hereof, a holder of a share or shares of Series 9 Stock, with respect to their rights as related to the Series 9 Stock, shall be referred to as a "Series 9 Holder."

Section 3. Number and Stated Value. The number of authorized shares of the Series 9 Stock is twenty thousand (20,000) shares. Each share of Series 9 Stock shall have a stated value of $1,050.00 (the "Stated Value").

Section 4. Ranking. Except to the extent that the holders of at least a majority of the outstanding Series 9 Stock (the "Required Holders") expressly consent to the creation of Parity Stock (as defined below), all shares of capital stock of the Corporation shall be junior in rank to all Series 9 Stock with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (such junior stock is referred to herein collectively as "Junior Stock"). The rights of all such shares of capital stock of the Corporation shall be qualified by the rights, powers, preferences and privileges of the Series 9 Stock. Without limiting any other provision of this Certificate of Designations, without the prior express consent of the Required Holders, voting separate as a single class, the Corporation shall not hereafter authorize or issue any additional or other class or series of shares of capital stock that is (i) of senior rank to the Series 9 Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Senior Preferred Stock"), or (ii) of pari passu rank to the Series 9 Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Parity Stock"). In the event of the merger or consolidation of the Corporation with or into another corporation wherein the Corporation is the surviving entity, the shares of Series 9 Stock shall maintain their relative rights, powers, designations, privileges and preferences provided for herein and no such merger or consolidation shall provide for a result inconsistent therewith, subject to the other terms and conditions herein.

Section 5. Preferred Return.

(a) Each share of Series 9 Stock shall accrue a rate of return on the Stated Value at the rate of 10% per year, compounded annually to the extent not paid as set forth herein, and to be determined pro rata for any factional year periods (the "Preferred Return"). The Preferred Return shall accrue on each share of Series 9 Stock from the date of its issuance, and shall be payable or otherwise settled as set forth herein.

(b) The Preferred Return shall be payable on a quarterly basis, within five Business Days following the end of each calendar quarter, either in cash or via the issuance to the applicable Series 9 Holder of an additional number of shares of Series 9 Stock equal to (i) the Preferred Return then accrued and unpaid, divided by (ii) the Stated Value, with the election as to payment in cash or via the issuance of additional shares of Series 9 Stock to be determined in the discretion of the Corporation.

(c) In the event that the Corporation elects to pay any Preferred Return via the issuance of shares of Series 9 Stock, no fractional shares of Series 9 Stock shall be issued, and the Corporation shall pay in cash the Preferred Return that would otherwise be payable via the issuance of a fractional share of Series 9 Stock.

Section 6. Series 9 Dividend.

(a) Commencing on the one-year anniversary of the issuance date of each share of Series 9 Stock, each such share of Series 9 Stock shall accrue an automatic quarterly dividend, based on three quarters of 91 days each and the last quarter of 92 days (or 93 days for leap years), which shall be calculated on the Stated Value of such share of Series 9 Stock, and which shall be payable in additional shares of Series 9 Stock, based on the Stated Value, or in cash as set forth herein (each, as applicable, the "Quarterly Dividend"). For the period from the one-year anniversary of the issuance date of a share of Series 9 Stock to the two-year anniversary of the issuance date of a share of Series 9 Stock, the Quarterly Dividend shall be 2% per quarter, and for all periods following the two-year anniversary of the issuance date of a share of Series 9 Stock, the Quarterly Dividend shall be 3% per quarter.

(b) The Quarterly Dividend shall be aggregated for each Series 9 Holder, and shall be paid to each Series 9 Holder, within five Business Day following the end of each applicable Quarter, via the issuance to such Series 9 Holder of the whole number of shares of Series 9 Stock payable with respect to such Quarterly Dividend, and payment in cash for any fractional shares of Series 9 Stock that would be issuable with respect to such applicable Quarterly Dividend.

(c) By way of example and not limitation, in the event that a Series 9 Holder acquired 500 shares of Series 9 Stock and continued to hold all such shares of Series 9 Stock at the applicable time, the first Quarterly Dividend would be due and payable to such Series 9 Holder by the fifth Business Day following the one-year and 91 day anniversary of the date of issuance of such shares of Series 9 Stock to such Series 9 Holder, and would be an amount equal to $10,500 (500 x $1,050 x 2%), and would be paid via the issuance to such Series 9 Holder of 10 shares of Series 9 Stock (having a total value, based on the Stated Value, of $10,500).

Section 7. Fundamental Transaction. If, at any time while any share of Series 9 Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person other than any subsidiary or any Affiliate of the Corporation, whereby the stockholders of the Corporation immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation, (ii) the Corporation, 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 transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation 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 Corporation, 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 Corporation, directly or indirectly, in one or more related transactions consummates 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 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 purchase agreement or other business combination) (each a "Fundamental Transaction"), the Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation pursuant to written agreements in form and substance reasonably satisfactory to the Required Holders (without unreasonable delay) prior to such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, the Successor Entity shall file a new certificate of designation with the same terms and conditions and issue to the Series 9 Holders new preferred stock consistent with the foregoing provisions and evidencing the Series 9 Holders' rights under this Certificate of Designation.

Section 8. No Conversions. The Series 9 Stock shall not be convertible into shares of Common Stock or into any other class or series of stock of the Corporation.

Section 9. Corporation Optional Redemption.

(a) Subject to the terms and conditions herein, at any time the Corporation may elect, in the sole discretion of the Board, to redeem all or any portion of the Series 9 Stock then issued and outstanding from all of the Series 9 Holders (a "Corporation Optional Redemption") by paying to the applicable Series 9 Holders an amount in cash equal to the Series 9 Preferred Liquidation Amount then applicable to such shares of Series 9 Stock being redeemed in the Corporation Optional Conversion (the "Redemption Price").

(b) The Corporation shall provide written notice of any Corporation Optional Redemption to the Series 9 Holder(s) within 5 Business Days following the determination of the Board to consummate the applicable Corporation Optional Redemption, and thereafter such Corporation Optional Redemption shall be completed within five days following the delivery of such written notice, and at such time the Corporation shall deliver to the Series 9 Holder(s) the Redemption Price in valid funds. Each Series 9 Holder agrees to execute and deliver to the Corporation such instruments and documents, and to take such actions, as reasonably required to consummate the Corporation Optional Redemption.

Section 10. Dividends and Distributions. The Series 9 Stock shall not participate in any dividends, distributions or payments to the holders of the Common Stock.

Section 11. Vote; Amendment.

(a) Other than as set forth in Section 11(b), the Series 9 Stock shall not have any voting rights and shall not vote on any matter submitted to the holders of the Common Stock, or any class thereof, for a vote.

(b) The Corporation may not, and shall not, amend or repeal this Certificate of Designations without the prior written consent of Series 9 Holders holding a majority of the Series 9 Stock then issued and outstanding, in which vote each share of Series 9 Stock then issued and outstanding shall have one vote, voting separately as a single class, in person or by proxy, either in writing without a meeting or at an annual or a special meeting of such Series 9 Holders, and any such act or transaction entered into without such vote or consent shall be null and void *ab initio*, and of no force or effect.

Section 12. Covenants. Until such time as no shares of Series 9 Stock remain outstanding (or such earlier time as may be set forth herein), the Corporation, and as applicable, its Subsidiaries, will at all times comply with the following covenants, unless otherwise consented to in writing by the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion:

(a) The Corporation will timely file on the applicable deadline or within the applicable extension period provided by Rule 12b-25 under the Exchange Act all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, and will take all reasonable action under its control to ensure that adequate current public information with respect to the Corporation, 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.

(b) The Corporation will not have the right to repay any outstanding indebtedness owed to any Series 9 Holder or its Affiliates.

(c) The Corporation will not increase the authorized shares of Common Stock or Preferred Stock without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(d) Other than any issuances to Series 9 Holders and their Affiliates, the Corporation will not issue or sell any Equity Securities (as defined below) which result in net proceeds to the Corporation in excess of an aggregate of $10,000,000 without the Required Holders' prior written consent, which consent may be granted or withheld in Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to any registration and issuance of ATM shares as governed under Section 12(k) below. For the avoidance of doubt, the sales of Equity Securities are subject to all other conditions and covenants in this Certificate.

(e) The Corporation will not make any Restricted Issuance without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(f) The Corporation shall not enter into any agreement or otherwise agree to any covenant, condition, or obligation that locks up, restricts in any way or otherwise prohibits the Corporation from issuing Common Stock, Preferred Stock, warrants, convertible notes, other debt securities, or any other of the Corporation's securities to any Series 9 Holder or any Affiliate of any Series 9 Holder, except as may be required in connection with "standstill" provisions arising from a subsequent financing, provided, however, such "standstill restriction" shall not exceed more than forty-five (45) days without the Required Holders' prior written consent which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(g) The Corporation will not pledge or grant a security interest in any of its assets without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(h) The Corporation will not, and will not enter into any agreement or commitment to, dispose of any assets or operations that are material to the Corporation's operations without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to any transaction for the purpose of effecting the Solutions Divestiture as defined in that certain Agreement and Plan of Merger, dated as of July 24, 2023, among the Corporation, Superfly Merger Sub, Inc. and XTI Aircraft Corporation, as may be amended from time to time (the "XTI Merger Agreement").

(i) Except in connection with maintaining compliance with Nasdaq initial listing or continued listing requirements, the Corporation will not, and will not enter into any agreement or commitment to, undertake or complete any reverse split of the Common Stock or any class of Preferred Stock without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(j) The Corporation will not, and will not enter into any agreement or commitment to, create, authorize, or issue any class of Preferred Stock (including additional issuances of Series 9 Stock) without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(k) The Corporation will not, and will not enter into any agreement or commitment to, increase the number of shares of Common Stock registered for sale pursuant to the form 424B Filed Pursuant to Rule 424(b)(5) with respect to Registration No. 333-256827 (the "ATM") or issue or sell any shares of Common Stock in excess of the number of shares of Common Stock available for issuance pursuant to the ATM as of the Effective Date, in each case without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to the initial increase of the registered amount under the ATM which shall not exceed $10,000,000 following the completion of the merger transaction under the XTI Merger Agreement.

(l) The Corporation will not consummate any Fundamental Transaction without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

The covenants set forth in Sections 13(c) – (h), (j) and (l) will also apply to all Subsidiaries.

Section 13. Covenant Default.

(a) Event of Default. The Required Holders may elect to declare an "Event of Default" if any of the following conditions or events shall occur and be continuing:

(i) The Corporation or any Subsidiary fails to fully comply with any covenant, obligation or agreement of the Corporation or Subsidiary in this Certificate of Designations (other than payment or issuance defaults which are addressed in subparagraph (ii) below), and such failure, if known to the Required Holders and reasonably possible of cure, is not cured within five (5) Business Days following notice to cure from the Required Holders;

(ii) The Corporation fails to pay any amount due and payable to the Series 9 Holders pursuant to and as required by this Certificate of Designations, or fails to issue any additional shares of Series 9 Stock or Common Stock to the Series 9 Holders pursuant to and as required by this Certificate of Designations, and such failure, if known to the Series 9 Holders and reasonably possible of cure, is not cured within five (5) Business Days following notice to cure from the Required Holders; or

(iii) The Corporation shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator; (2) make a general assignment for the benefit of the Corporation's creditors; or (3) commence a voluntary case under the U.S. Bankruptcy Code as now and hereafter in effect, or any successor statute.

(b) Consequences of Events of Default. If an Event of Default has occurred (i) the Required Holders may, by notice to the Corporation, force the Corporation to redeem all of the issued and outstanding shares of Series 9 Stock then held by the Series 9 Holders for a price equal to (1) the Stated Value (as defined in this Certificate of Designations) of all such shares of Series 9 Stock; plus (2) any accrued and unpaid Preferred Return (as defined in this Certificate of Designations) with respect to all such shares of Series 9 Stock, with such Preferred Return to be paid in cash and not via the issuance of additional shares of Series 9 Stock; plus (3) any accrued and unpaid Quarterly Dividend (as defined in this Certificate of Designations) with respect to all such shares of Series 9 Stock, provided that such Quarterly Dividend shall be paid in cash in an amount equal to the number of shares of Series 9 Stock otherwise issuable for the Quarterly Dividend multiplied by the Stated Value; plus (4) any and all other amounts due and payable to the Series 9 Holders pursuant to this Certificate of Designations; and (ii) the Series 9 Holders shall have the right to pursue any other remedies that the Required Holders may have under applicable law and/or in equity.

(c) Specific Performance. The Corporation acknowledges and agrees that any Series 9 Holder may suffer irreparable harm in the event that the Corporation or any Subsidiary fails to perform any material provision of this Certificate of Designations in accordance with its specific terms. It is accordingly agreed that any Series 9 Holder shall be entitled to one or more injunctions to prevent or cure breaches of the provisions of this Certificate of Designations and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any Series 9 Holder may be entitled under the Certificate of Designations, at law or in equity. The Corporation specifically agrees that: (a) following an Event of Default under this Certificate of Designations, any Series 9 Holder shall have the right to seek and receive injunctive relief from a court or an arbitrator prohibiting the Corporation and any of its Subsidiaries from issuing any of its Common Stock or Preferred Stock to any party unless the Series 9 Stock are being paid in full simultaneously with such issuance; and (b) following a breach of Section 12(d) above, any Series 9 Holder shall have the right to seek and receive injunctive relief from a court or arbitrator invalidating such lock-up. The Corporation specifically acknowledges that any Series 9 Holder's right to obtain specific performance constitutes bargained for leverage and that the loss of such leverage would result in irreparable harm to any Series 9 Holder. For the avoidance of doubt, in the event any Series 9 Holder seeks to obtain an injunction from a court or an arbitrator against the Corporation or specific performance of any provision of this Certificate of Designations, such action shall not be a waiver of any right of any Series 9 Holder under this Certificate of Designations, at law, or in equity, including without limitation its rights to arbitrate any claim pursuant to the terms of this Certificate of Designations, nor shall any Series 9 Holder's pursuit of an injunction prevent any Series 9 Holder, under the doctrines of claim preclusion, issues preclusion, res judicata or other similar legal doctrines, from pursuing other claims in the future in a separate arbitration

(d) Expenses. In the event that any Series 9 Holder incurs reasonable expenses in the enforcement of its rights hereunder, including but not limited to reasonable attorneys' fees, then the Corporation shall immediately reimburse such Series 9 Holder the reasonable costs thereof.

Section 14. Definitions. In addition to the terms defined elsewhere in this Certificate of Designations, the following terms, as used herein, have the following meanings:

(a) "Affiliate" means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with, the specified Person.

(b) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

(c) "Control" means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, by contractor otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

(d) “Equity Securities” means Common Stock of the Corporation, and any option, warrant, or right to subscribe for, acquire or purchase Common Stock.

(e) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulation promulgated thereunder.

(f) “Issuance Date” means the date that the applicable shares of Series 9 Stock are issued to a Series 9 Holder.

(g) “Person” means a natural person, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(h) “Restricted Issuance” means (i) the issuance, incurrence or guaranty of any debt (but excluding any intercompany debt), or (ii) the issuance of any debt or equity securities of the Corporation in any Variable Rate Transaction.

(i) “SEC” means the United States Securities and Exchange Commission.

(j) “Series 9 Preferred Liquidation Amount” mean an amount per share of Series 9 Stock equal to the Stated Value at such time plus any accrued but unpaid Preferred Return plus any accrued and unpaid Quarterly Dividend.

(k) “Subsidiaries” means any wholly- or partially-owned subsidiaries of the Corporation that exist now or may be created in the future, provided, however, the subsidiaries that will be spun off as part of the Solutions Divestiture will not be considered Subsidiaries.

(l) “Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulation promulgated thereunder.

(m) “Variable Rate Transaction” means a transaction in which (i) the Corporation issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either at a conversion price, exercise price or exchange rate or other price that varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (ii) the Corporation issues or sells any warrant that has any provisions that will increase the number of shares of Common Stock exercisable under such warrant other than an adjustment in connection with a stock split. For the avoidance of doubt, the issuance by the Corporation of shares of Common Stock in an At-the-Market Offering shall not be deemed a Variable Rate Transaction, subject to the provisions of Section 12(k) above (for purposes of this definition “At-the-Market Offering” means an offering by the Corporation of newly issued shares of Common Stock, which is incrementally sold into a trading market through a broker-dealer at the market price).

Section 15. Miscellaneous.

(a) Legend. Any certificates or book entry representing the Series 9 Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE CORPORATION, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

(b) Uncertificated Shares Lost or Mutilated Series 9 Stock Certificate. The Series 9 Stock shall be issued to each Series 9 Holder in uncertificated (book entry) form by the stock transfer agent of the Corporation unless a Series 9 Holder requests such Series 9 Stock be issued to such Series 9 Holder in certificated form. If any certificate for the Series 9 Stock held by the Series 9 Holder thereof shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the share of Series 9 Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(c) Interpretation. If the Corporation or any Series 9 Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designations, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other reasonable costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(d) Waiver. Any waiver by the Corporation or the Series 9 Holder of a breach of any provision of this Certificate of Designations shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designations. The failure of the Corporation or the Series 9 Holder to insist upon strict adherence to any term of this Certificate of Designations on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designations. Any waiver must be in writing.

(e) Severability. If any provision of this Certificate of Designations is invalid, illegal or unenforceable, the balance of this Certificate of Designations shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

(f) Status of Redeemed Preferred Stock. If any shares of Series 9 Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series 9 Convertible Preferred Stock.

[Signature Page Follows]

IN WITNESS WHEREOF, Inpixon, a Nevada corporation, has caused this Certificate of Designations to be signed by a duly authorized officer on this 12th day of March, 2024.

Inpixon

/s/ Nadir Ali

Name: Nadir Ali
Title: Chief Executive Officer

Filed in the Office of	Business Number
F V Aguilar	C8519-1999
	Filing Number
	20243906037
Secretary of State	Filed On
State Of Nevada	3/11/2024 3:31:00 PM
	Number of Pages
	3

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Profit Corporation:

Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)

Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)

Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:
Inpixon

Entity or Nevada Business Identification Number (NVID): NV19991226183

2. Restated or Amended and Restated Articles: (Select one)

(If amending and restating only, complete section 1,2 3, 5 and 6)

☐ Certificate to Accompany Restated Articles or Amended and Restated Articles

☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: ____
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☐ Amended and Restated Articles

* Restated or Amended and Restated Articles must be included with this filing type.

3. Type of Amendment Filing Being Completed: (Select only one box)

(If amending, complete section 1, 3, 5 and 6.)

☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock)

The undersigned declare that they constitute at least two-thirds of the following: (Check only one box) ☐ incorporators ☐ board of directors

The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued

☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: a majority

Or ☐ No action by stockholders is required, name change only.

☐ Officer's Statement (foreign qualified entities only) -

Name in home state, if using a modified name in Nevada: ____

Jurisdiction of formation: ____

Changes to takes the following effect:

☐ The entity name has been amended.
☐ The purpose of the entity has been amended.
☐ The authorized shares have been amended.
☐ Other: (specify changes)

☐ Dissolution
☐ Merger
☐ Conversion

* Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation.

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
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401 North Carson Street
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Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)

Date: 03/12/2024 Time: 4:01 pm ET

(must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- ☐ The entity name has been amended.
- ☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- ☐ The purpose of the entity has been amended.
- ☐ The authorized shares have been amended.
- ☐ The directors, managers or general partners have been amended.
- ☐ IRS tax language has been added.
- ☐ Articles have been added.
- ☐ Articles have been deleted.
- ☒ Other.

The articles have been amended as follows: (provide article numbers, if available)

Article IV

(attach additional page(s) if necessary)

6. Signature: (Required)

X /s/ Nadir Ali — Chief Executive Officer
Signature of Officer or Authorized Signer — Title

X _____
Signature of Officer or Authorized Signer — Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

See attached.

This form must be accompanied by appropriate fees.

Certificate of Amendment

Addendum

to

Certificate of Amendment

(Pursuant to NRS 78.385 and 78.390 — After Issuance of Stock)

INPIXON

NV19991226183

Pursuant to the requirements of NRS 78.2055, the board of directors of Inpixon (the "Corporation") proposed and recommended to the stockholders a recommendation to decrease, on a 1-for-100 basis, the number of issued and outstanding shares of Common Stock, par value $0.001 per share, of the Corporation (the "Common Stock"), without any adjustment to the par value per share and without any corresponding decrease in the authorized number of shares of Common Stock, and the proposal was approved by the holders of Common Stock.

ARTICLE IV

CAPITAL STOCK

The Restated Articles of Incorporation are hereby amended by adding the following as a new paragraph to the end of subsection (A) to Article IV:

"Upon the effectiveness of the filing (the "Effective Time") of the Certificate of Amendment pursuant to the Chapter 78 of the NRS, each one hundred (100) shares of the Corporation's Common Stock issued and outstanding immediately prior to the Effective Time shall be reclassified and combined into one (1) validly issued, fully paid and non-assessable share of the Corporation's Common Stock automatically and without any further action by the Corporation or the holder thereof, subject to the treatment of fractional share interests as described below (the "Reverse Stock Split"). The Corporation shall not issue to any holder a fractional share of Common Stock on account of the Reverse Stock Split. Rather, any fractional share of Common Stock resulting from such change shall be rounded upward to the nearest whole share of Common Stock. Share interests issued due to rounding are given solely to save the expense and inconvenience of issuing fractional shares of Common Stock and do not represent separately bargained for consideration. Until surrendered, each certificate that immediately prior to the Effective Time represented shares of Common Stock ("Old Certificates") shall only represent the number of whole shares of Common Stock into which the shares of Common Stock formerly represented by such Old Certificate were combined into as a result of the Reverse Stock Split."

Filed in the Office of	Business Number
FVAguilar	**C8519-1999**
	Filing Number
	20243906055
Secretary of State	Filed On
State Of Nevada	**3/11/2024 3:31:00 PM**
	Number of Pages
	2

FRANCISCO V. AGUILAR
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401 North Carson Street
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Profit Corporation:

Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:

Name of entity as on file with the Nevada Secretary of State:
Inpixon

Entity or Nevada Business Identification Number (NVID): NV19991226183

2. Restated or Amended and Restated Articles: (Select one)

(If amending and restating only, complete section 1,2 3, 5 and 6)

☐ Certificate to Accompany Restated Articles or Amended and Restated Articles

☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: ____
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☐ Amended and Restated Articles

* Restated or Amended and Restated Articles must be included with this filing type.

3. Type of Amendment Filing Being Completed: (Select only one box)

(If amending, complete section 1, 3, 5 and 6.)

☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock)

The undersigned declare that they constitute at least two-thirds of the following: (Check only one box) ☐ incorporators ☐ board of directors

The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued

☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: ____

Or ☒ No action by stockholders is required, name change only.

☐ Officer's Statement (foreign qualified entities only) -

Name in home state, if using a modified name in Nevada: ____

Jurisdiction of formation: ____

Changes to takes the following effect:

☐ The entity name has been amended.
☐ The purpose of the entity has been amended.
☐ The authorized shares have been amended.
☐ Other: (specify changes)

☐ Dissolution
☐ Merger
☐ Conversion

* Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation.

This form must be accompanied by appropriate fees.

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Certificate to Accompany Restated Articles or Amended and Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective Date and Time: (Optional)

Date: 03/12/2024 Time: 4:30 pm ET

(must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- [x] The entity name has been amended.
- [ ] The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- [ ] The purpose of the entity has been amended.
- [ ] The authorized shares have been amended.
- [ ] The directors, managers or general partners have been amended.
- [ ] IRS tax language has been added.
- [ ] Articles have been added.
- [ ] Articles have been deleted.
- [ ] Other.

The articles have been amended as follows: (provide article numbers, if available)

See below.

(attach additional page(s) if necessary)

6. Signature: (Required)

X /s/ Nadir Ali — Chief Executive Officer
Signature of Officer or Authorized Signer — Title

X _____
Signature of Officer or Authorized Signer — Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

Article I. of the Restated Articles of Incorporation of Inpixon has been amended and restated as follows:

The name of the corporation is XTI Aerospace, Inc. (the "Corporation").

This form must be accompanied by appropriate fees.

Exhibit 3.4

AMENDMENT TO BYLAWS
OF
INPIXON

The undersigned, being the duly elected Secretary of INPIXON, a Nevada corporation (the "Corporation"), does hereby certify that:

1. The Board of Directors of the Corporation, by unanimous written consent, approved and adopted the following amendments to the Bylaws of the Corporation effective as of March 12, 2024:

Article II, Section 3.1 of the Bylaws is hereby amended by deleting the final sentence thereof in its entirety and replacing such sentence with the following:

Each Director, including a Director elected to fill a vacancy, shall hold office the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

Article II, Section 3.3 of the Bylaws is hereby amended and restated in its entirety and replaced with the following:

Section 3.3 Except as otherwise fixed by the Articles of Incorporation relating to the rights of the holders of any series of preferred stock to separately elect additional directors, which additional directors are not required to be classified pursuant to the terms of such series of preferred stock (the "Preferred Stock Directors"), the Board of Directors will be divided into three (3) classes: Class I, Class II and Class III. Each class shall consist, as nearly as possible, of a number of directors equal to one-third (1/3) of the then authorized number of members of the Board of Directors (other than the Preferred Stock Directors). The Board is authorized to assign members of the Board already in office at the time of adoption of this bylaw to Class I, Class II or Class III. The term of office of the initial Class I directors shall expire at the annual meeting of stockholders in 2024; the term of office of the initial Class II directors shall expire at the annual meeting of stockholders in 2025; and the term of office of the initial Class III directors will expire at the annual meeting of stockholders in 2026. At each succeeding annual meeting of stockholders of the Corporation the successors of the class of directors whose term expires at that meeting shall be elected to hold office in accordance with Section 3.1 of these Bylaws for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. The directors of each class will hold office until the expiration of the term of such class and until their respective successors are elected and qualified or until such director's earlier death, resignation or removal.

Article XI, Section 3 has been added with the following:

Section 3. Nevada Acquisition of Controlling Interest Statute. The provisions of NRS 78.378 through 78.3793, inclusive, shall, effective as of March 12, 2024 (the "Closing Date"), not be applicable to, and to such extent the Corporation hereby opts out of the provisions of, NRS 78.378 through 78.3793, inclusive, for all purposes of relating to, that certain Agreement and Plan of Merger, by and among XTI Aircraft Company, the Corporation and Inpixon Merger Sub Inc., dated as of July 24, 2023, as amended, and the consummation of the transactions contemplated thereby, including, without limitation, the acquisition of shares, or of rights to acquire shares, of the Corporation by the stockholders, or holders of rights to acquire stock, of XTI Aircraft Company as of the Closing Date.

2. All other provisions of the Bylaws of the Corporation remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on the 14 day of March, 2024.

By: /s/ David Brody
Name: David Brody
Title: Secretary

Exhibit 10.1

SECOND AMENDMENT TO MERGER AGREEMENT

This SECOND AMENDMENT TO MERGER AGREEMENT (this "Amendment") is made and entered into as of March 12, 2024, by and among XTI Aircraft Company, a Delaware corporation (the "Company"), Superfly Merger Sub Inc., a Delaware corporation ("Merger Sub"), and Inpixon, a Nevada corporation ("Parent"). Parent, Merger Sub and the Company are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Agreement and Plan of Merger, dated as of July 24, 2023, as amended by the First Amendment to Merger Agreement dated December 30, 2023 (as amended, the "Merger Agreement");

WHEREAS, Section 9.3 of the Merger Agreement provides that the Merger Agreement may be amended by an instrument signed by each of the Parties thereto;

WHEREAS, the Parties desire to amend the Merger Agreement as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

Section 1.01 Definitions. Except as otherwise indicated, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

Amendment to Section 5.2(h)(a) . Section 5.2(h) of the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

> (h) "***Parent Permitted Issuances***" means any issuance by Parent after the date of this Agreement and prior to the Effective Time of shares of Parent Common Stock or Parent Preferred Stock, including pursuant to an at-the-market offering, or derivative Parent securities that by their terms automatically will be converted into or exercised or exchanged for shares of Parent Common Stock prior to the Effective Time, or, if not subject to such automatic conversion, exercise or exchange, subject to prior written approval of the Company, Parent derivative securities issued pursuant to one or more capital raising transactions or in consideration of cancellation of indebtedness; *provided, however*, that Parent Permitted Issuances shall not include any issuance of shares of any class or series of capital stock by Parent that has preferential rights or privileges as to dividends, distributions, liquidation, dissolution, winding up, redemption, repurchase or any other rights that create a preference relative to the Parent Common Stock except for any Parent Preferred Stock issued in exchange for all or a portion of the outstanding Streeterville Notes or for cash.

Section 1.03 Amendment to Section 7.20. Section 7.20 of the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

> "7.20 [Intentionally Omitted]."

Section 1.04 Amendment to Section 8.1. A new clause as provided below is added as Section 8.1(h).

"(h) Parent or the Company shall have completed one or more Parent Permitted Issuances or Company Permitted Issuances in an aggregate amount necessary to satisfy the NASDAQ initial listing requirements upon Closing, to the extent required."

Section 1.05 Amendment to Certain Defined Terms of Exhibit A.

(A) Each of the defined terms "Company Fully-Diluted Shares Outstanding," "Maxim Shares," "Parent Fully-Diluted Shares Outstanding" and "Streeterville Notes" set forth in Section 2(d), Section 2(g), Section 2(n) and Section 2(o) of Exhibit A of the Merger Agreement, respectively, is hereby amended and restated to read in its entirety as follows:

(d) "***Company Fully-Diluted Shares Outstanding***" means (A) the sum of (i) the total number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, including in respect of Company Permitted Issuances (for the avoidance of doubt, this clause (i) excludes shares of Company Common Stock held in "treasury" or directly or indirectly by the Company), (ii) the total number of shares of Company Common Stock issuable upon exercise of Assumed Company Warrants outstanding immediately prior to the Effective Time, (iii) the total number of shares of Company Common Stock issuable upon exercise of the Company Options outstanding immediately prior to the Effective Time, (iv) the total number of shares of Company Common Stock issuable upon exercise or conversion of Company Convertible Notes outstanding immediately prior to the Effective Time and (v) the Company Derivative Financing Shares Outstanding, *minus* (B) the XTI Maxim Shares.

(g) "***Maxim Shares***" means the total number of shares of Parent Common Stock that Maxim Group LLC would have been entitled to pursuant to that certain Engagement Letter dated May 16, 2023 as may be subsequently amended from time to time (the "***Maxim Engagement Letter***").

(n) "***Parent Fully-Diluted Shares Outstanding***" means the sum of (i) the total number of shares of Parent Common Stock issued and outstanding immediately prior to the Effective Time, including Parent Common Stock issued on exercise of the May 2023 Parent Warrants prior to the Effective Time (for the avoidance of doubt, this clause (i) excludes shares of Parent Common Stock held in "treasury" or directly or indirectly by Parent), (ii) the total number of shares of Parent Common Stock issuable upon conversion of Parent Preferred Stock issued and outstanding immediately prior to the Effective Time (excluding any non-convertible Parent Preferred Stock), (iii) the total number of shares of Parent Common Stock issuable upon exercise of the Parent Warrants outstanding immediately prior to the Effective Time (excluding the May 2023 Parent Warrants to the extent not exercised prior to the Effective Time), (iv) the total number of shares of Parent Common Stock issuable upon exercise or vesting of the Parent Equity Awards outstanding immediately prior to the Effective Time, (v) the Maxim Shares, and (vi) shares of Parent Common Stock issued or issuable without payment or potential payment of additional cash consideration upon conversion, exercise or exchange of derivative securities issued pursuant to Parent Permitted Issuances.

(i) ***Note Adjustment Percentage***" means the percentage determined pursuant to the following formula: g*(h/i), where

g = 0.3%

h = the sum of (i) the principal amount of, and the amount of accrued but unpaid interest on, the Streeterville Notes and (ii) the stated value and the value of any accrued but unpaid preferred returns and dividends underlying any Parent Preferred Stock, issued to Streeterville in exchange for the Streeterville Notes, , outstanding as of immediately prior to the Effective Time

i = $1,000,000

(B) A new definition as provided below is added as Section 2(o) of Exhibit A, with any definition thereafter renumbered accordingly.

(o) "***XTI Maxim Shares***" means the total number of shares of Company Common Stock to be issued by the Company to Maxim Group LLC immediately prior to the Closing pursuant to the Maxim Engagement Letter.

Section 1.06 Updated Illustrative Example of Exchange Ratio. An updated illustrative example of the calculation of the Exchange Ratio is attached hereto, which replaces the illustrative example attached to the Merger Agreement in its entirety.

Section 1.07 Amendment to Section 7.22. Section 7.22 of the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

7.22 Resale Registration Statement. Parent agrees that Parent will file a registration statement under the Securities Act within ten (10) Business Days following the filing of the Company's Form 10-K for the period ended December 31, 2023 registering the resale of all shares of Parent Common Stock issued pursuant to this Agreement to David Brody, Susan R. Brody, the David E. Brody 2019 Spousal Trust and the Jason S. Brody 2019 Trust (each, a "***Selling Stockholder***" and, together, the "***Selling Stockholders***"), and shall use its reasonable best efforts to cause such registration statement to be declared effective by the SEC as soon as practicable after the Closing. Any costs or expenses incurred by Parent only at the written request of the Company or by the Company in the preparation of such registration statement prior to the Closing Date shall be borne by the Company. The Parties acknowledge and agree that each Selling Stockholder shall be a third-party beneficiary of this Section 7.22.

Section 1.08 Amendment to Section 10.10. Section 10.10 of the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

10.10 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations of any party hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Except for (a) the right of a holder of each share of Company Common Stock converted into the right to receive the Merger Consideration as provided in Section 2.1(b), (b) the rights of the Company's stockholders to pursue claims for damages and other relief, including equitable relief, for Parent's or Merger Sub's willful breach of this Agreement (provided, that the rights granted pursuant to this clause shall be enforceable on behalf of the stockholders only by the Company in its sole and absolute discretion) and (c) the rights of the Selling Stockholders to pursue claims for damages and other relief, including equitable relief, for Parent's breach of Section 7.22, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 1.09 No Other Amendments. The Parties agree that all other provisions of the Merger Agreement shall, subject to the amendments expressly set forth herein, continue unmodified, in full force and effect and constitute legal and binding obligations of the Parties in accordance with their terms. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement or any of the documents referred to therein. This Amendment forms an integral and inseparable part of the Merger Agreement.

Section 1.10 References. Each reference to "this Agreement," "hereof," "herein," "hereunder," "hereby" and each other similar reference contained in the Merger Agreement shall, effective from the date of this Amendment, refer to the Merger Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Merger Agreement and references in the Merger Agreement, as amended hereby, to "the date hereof," "the date of this Agreement" and other similar references shall in all instances continue to refer to July 24, 2023, and references to the date of this Amendment and "as of the date of this Amendment" shall refer to March 12, 2024.

Section 1.11 Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each Party thereto and hereto shall be bound hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the Parties.

Section 1.12 Incorporation by Reference. Each of the provisions under Section 10.7 (Governing Law; Venue), Section 10.11 (Waiver of Jury Trial) and Section 10.12 (Counterparts; Delivery) of the Merger Agreement shall be incorporated into this Amendment by reference as if set out in full herein, *mutatis mutandis*.

Section 1.13 Further Assurances. Each Party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such Party's obligations hereunder, necessary to effectuate the transactions and matters contemplated by this Amendment. The Parties further agree that each Party shall cooperate in good faith in advancing the Transactions.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed by their respective officers hereunto duly authorized.

INPIXON

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

SUPERFLY MERGER SUB INC.

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

XTI AIRCRAFT COMPANY

By: /s/ Scott Pomeroy
Name: Scott Pomeroy
Title: Chief Financial Officer

[Signature Page to Second Amendment to Merger Agreement]

Updated Illustrative Example

Exhibit 10.2

THE EXCHANGE CONTEMPLATED HEREIN IS INTENDED TO COMPORT WITH THE REQUIREMENTS OF SECTION 3(a)(9) OF THE SECURITIES ACT OF 1933, AS AMENDED.

EXCHANGE AGREEMENT

This Exchange Agreement (this "**Agreement**") is entered into as of March 12, 2024 ("**Effective Date**") by and between Streeterville Capital, LLC, a Utah limited liability company ("**Lender**"), and Inpixon, a Nevada corporation ("**Borrower**"). Certain capitalized terms are defined in Section 2 of this Agreement.

A. Borrower previously sold and issued to Lender that certain Promissory Note dated December 30, 2022 in the original principal amount of $8,400,000.00 (the "**Note**") pursuant to that certain Note Purchase Agreement dated December 30, 2022 by and between Lender and Borrower (the "**Purchase Agreement**").

B. Borrower and Lender desire to exchange (such exchange is referred to as the "**Exchange**") the Note for 9,801.521 shares of Series 9 Preferred Stock (the "**Exchange Shares**"), according to the terms and conditions of this Agreement.

C. Other than the surrender of the Note, no consideration of any kind whatsoever shall be given by Lender to Borrower in connection with this Agreement.

D. Lender and Borrower now desire to exchange the Note for the Exchange Shares on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. Each of the parties hereto acknowledges and agrees that the recitals set forth above in this Agreement are true and accurate, are contractual in nature, and are hereby incorporated into and made a part of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, as used herein, have the following meanings:

(a) "**Affiliate**" means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with, the specified Person.

(b) "**Board**" means Borrower's Board of Directors.

(c) "**Certificate of Designations**" means the Certificate of Designations of the Series 9 Preferred Stock filed with the Nevada Secretary of State.

(d) "**Common Stock**" means the common stock, par value $0.001 per share, of Borrower.

(e) "**Control**" means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, by contractor otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

(f) "**Issuance Date**" means the date that the Exchange Shares are issued to Lender.

(g) "**Person**" means a natural person, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(h) "**SEC**" means the United States Securities and Exchange Commission.

(i) "**Series 9 Preferred Stock**" means shares of Borrower's Series 9 Preferred Stock, par value $0.001.

(j) "**Transaction Documents**" means this Agreement, the Certificate of Designations and any other agreement, document, certificate or writing delivered or to be delivered in connection with this Agreement and any other document related to the Transactions related to the forgoing, including, without limitations, those delivered at the Closing.

(k) "**Transactions**" means the purchase and sale of the Exchange Shares , the issuance of any Common Stock in connection with the Exchange Shares and the other transactions contemplated in connection with the Exchange.

3. Exchange. Pursuant to the terms and conditions of this Agreement, the Exchange Shares shall be delivered to Lender on or before March 12, 2024 and the Exchange shall occur with Lender surrendering the Note to Borrower on the Issuance Date. On the Issuance Date, the Note shall be cancelled and all obligations of Borrower under the Note shall be deemed fulfilled. The Exchange Shares are being issued in substitution of and exchange for and not in satisfaction of the Note. The Exchange Shares shall not constitute a novation or satisfaction and accord of the Note.

4. Closing. The closing of the transaction contemplated hereby (the "**Closing**") along with the delivery of the Exchange Shares to Lender shall occur on the Issurance Date by means of the exchange by express courier or email of .pdf documents, but shall be deemed to have occurred at the offices of Hansen Black Anderson Ashcraft PLLC in Lehi, Utah.

5. Borrower's Representations, Warranties and Agreements. In order to induce Lender to enter into this Agreement, Borrower, for itself, and for its Affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows: (a) Borrower has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action, (b) no consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Agreement or the performance of any of the obligations of Borrower hereunder, (c) the issuance of the Exchange Shares is duly authorized by all necessary corporate action and the Exchange Shares are validly issued, fully paid and non-assessable, free and clear of all taxes, liens, claims, pledges, mortgages, restrictions, obligations, security interests and encumbrances of any kind, nature and description, (d) Borrower has not received any consideration in any form whatsoever for entering into this Agreement, other than the surrender of the Note, and (e) Borrower has taken no action which would give rise to any claim by any person for a brokerage commission, placement agent or finder's fee or other similar payment by Borrower related to this Agreement.

6. Lender's Representations, Warranties and Agreements. In order to induce Borrower to enter into this Agreement, Lender, for itself, and for its Affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows: (a) Lender has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action, (b) no consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Agreement or the performance of any of the obligations of Lender hereunder, (c) Lender has taken no action which would give rise to any claim by any person for a brokerage commission, placement agent or finder's fee or other similar payment by Borrower related to this Agreement, (d) Lender understands that the Exchange Shares are being offered and exchanged in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Borrower is relying in part upon the truth and accuracy of, and the Lender's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Lender set forth herein in order to determine the availability of such exemptions and the eligibility of the Lender to acquire the Exchange Shares, (e) the Lender understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the the Note or the Exchange Shares or the fairness or suitability of the investment in the Note or the Exchange Shares nor have such authorities passed upon or endorsed the merits of the offering of the Note or the Exchange Shares, (f) the Lender is acquiring the Note in the ordinary course of its business, the Lender has such knowledge, sophistication, and experience in business and financial matters so as to be capable of evaluation of the merits and risks of the prospective investment in the Note and Exchange Shares and has so evaluated the merits and risk of such investment and the Lender is an "accredited investor" as defined in Regulation D under the Securities Act, (g) the Lender owns the Note free and clear of any liens, (h) the issuance of the Exchange Shares shall not result in the Lender beneficially owning a number of shares of Common Stock, when aggregated with any other shares of Common Stock beneficially owned at such time, that would result in the Lender beneficially owning (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder) more than 9.99% of all of the issued and outstanding shares of Common Stock, and (i) the Lender understands that this Agreement does not constitute an admission of liability by any party, including any admission of default under the Transaction Documents.

7. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Utah. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference. **BORROWER 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 TRANSACTIONS CONTEMPLATED HEREBY.**

8. Arbitration of Claims. Any disputes arising under or in connection with this Agreement, the Exchange Shares, the Certificte of Designations or the Transactions, shall be subject to the Arbitration Provisions (as defined in the Purchase Agreement) attached as Exhibit C to the Purchase Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic transmission (including email) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or other electronic transmission (including email) shall be deemed to be their original signatures for all purposes.

10. Attorneys' Fees. In the event of any action at law or in equity to enforce or interpret the terms of this Agreement, the parties agree that the party who is awarded the most money shall be deemed the prevailing party for all purposes and shall therefore be entitled to an additional award of the full amount of the attorneys' fees and expenses paid by such prevailing party in connection with the litigation and/or dispute without reduction or apportionment based upon the individual claims or defenses giving rise to the fees and expenses. Nothing herein shall restrict or impair a court's power to award fees and expenses for frivolous or bad faith pleading.

11. No Reliance. Borrower acknowledges and agrees that neither Lender nor any of its officers, directors, members, managers, equity holders, representatives or agents has made any representations or warranties to Borrower or any of its agents, representatives, officers, directors, or employees except as expressly set forth in this Agreement and the Transaction Documents and, in making its decision to enter into the transactions contemplated by this Agreement, Borrower is not relying on any representation, warranty, covenant or promise of Lender or its officers, directors, members, managers, equity holders, agents or representatives other than as set forth in this Agreement.

12. Severability. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

13. Entire Agreement. This Agreement, together with the Transaction Documents, and all other documents referred to herein, supersedes all other prior oral or written agreements between Borrower, Lender, its affiliates and persons acting on its behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Lender nor Borrower makes any representation, warranty, covenant or undertaking with respect to such matters.

14. Amendments. This Agreement may be amended, modified, or supplemented only by written agreement of the parties. No provision of this Agreement may be waived except in writing signed by the party against whom such waiver is sought to be enforced.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Lender hereunder may be assigned by Lender to a third party, including its financing sources, in whole or in part. Borrower may not assign this Agreement or any of its obligations herein without the prior written consent of Lender.

16. Conflict Between Documents. This Agreement shall not be effective or binding unless and until it is fully executed and delivered by Lender and Borrower. If there is any conflict between the terms of this Agreement, on the one hand, and the Note or any other Transaction Document, on the other hand, the terms of this Agreement shall prevail.

17. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement.

18. Notices. Unless otherwise specifically provided for herein, all notices, demands or requests required or permitted under this Agreement to be given to Borrower or Lender shall be given as set forth in the "Notices" section of the Purchase Agreement.

19. 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 the 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

BORROWER:

INPIXON

By: /s/ Nadir Ali
Nadir Ali, CEO

LENDER:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
John M. Fife, President

[Siganture Page to Exchange Agreement]

Exhibit 10.3

Execution Version

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is dated as of March 12, 2024, between Inpixon, a Nevada corporation (the "Company"), and the purchaser identified on the signature page hereto (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

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 the Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.2.

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally open for use by customers on such day.

"Certificate of Designation" means the Certificate of Designation to be filed prior to the Closing by the Company with the Secretary of State of the State of Nevada, in the form of Exhibit A attached hereto.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser's obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived, but in no event later than the second (2^{nd}) Trading Day following the date hereof.

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

"Common Stock" means the common stock of the Company, par value $0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"OFAC" means the Office of Foreign Assets Control of the U.S. Treasury Department.

"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.

"Preferred Stock" means up to 1,428.5714 shares of the Company's Series 9 Convertible Preferred Stock issued in accordance with the terms hereof having the rights, preferences and privileges set forth in the Certificate of Designation, in the form of Exhibit A hereto.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Regulation FD" means Regulation FD promulgated by the Commission pursuant to the Exchange Act, as such Regulation 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 Regulation.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(d).

"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.

"SEC Reports" means 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 two years preceding the date hereof.

"Securities" means the Preferred Stock.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

"Stated Value" means $1,050 per share of Preferred Stock.

"Subscription Amount" means the aggregate amount to be paid by the Purchaser for the Preferred Stock purchased hereunder as specified below the Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsidiary" means any significant subsidiary of the Company as defined in Article 1, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Certificate of Designation, all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Computershare Trust Company, N.A., the current transfer agent of the Company, with a mailing address of 250 Royall Street, Canton, MA 02021 and a facsimile number of (866) 519-2854, and any successor transfer agent of the Company.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchaser agrees to purchase $1,500,000 in Stated Value of Preferred Stock for an aggregate Subscription Amount of $1,500,000 at a purchase price of $1,000 per share. The Purchaser shall deliver to the Company the Subscription Amount, via wire transfer of immediately available funds and the Company shall deliver to the Purchaser the shares of Preferred Stock and the Company and the Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur by electronic communication between the parties and their counsel.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a certificate or book entry evidence from the Company's Transfer Agent evidencing a number of shares of Preferred Stock equal to the Subscription Amount, registered in the name of the Purchaser and evidence of the filing and acceptance of the Certificate of Designation from the Secretary of State of the State of Nevada; and

(iii) the Company's wire instructions;.

(b) On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Subscription Amount, by wire transfer of immediately available funds.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Purchaser to the Company of the Subscription Amount; and

(iv) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement; and

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Purchaser:

(a) Organization and Qualification. The Company is an entity 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. in the Company is not in violation or default of any of the provisions of its articles of incorporation or bylaws. The Company 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 the 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. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(d) 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 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 (i) a consent by XTI Aircraft Company to the extent required by that certain Agreement and Plan of Merger, dated July 24, 2023 and amended from time to time, among the Company, XTI Aircraft Company and Superfly Merger Sub Inc., and (ii) such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(e) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

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

(b) Understandings or Arrangements. The Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities (this representation and warranty not limiting the Purchaser's right to sell the Securities in compliance with applicable federal and state securities laws).

(c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it is an "accredited investor" as defined in Rule 501(a) under the Securities Act.

(d) Experience of the Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Access to Information. The Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

4.2 Stockholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that the Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchaser.

4.3 Certain Transactions and Confidentiality. The Purchaser covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced by the Company. The Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, the Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents. Notwithstanding the foregoing and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) the Purchaser does not make any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced by the Company, and (ii) the Purchaser shall not be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced by the Company.

4.4 Required Holder Status. For as long as the Purchaser holds any shares of Preferred Stock, the Company agrees and acknowledges that the Purchaser shall be deemed to be a "Required Holder" as such term is defined by Section 4 of the Certificate of Designation, and shall be entitled to all of the accompanying rights thereunder.

4.5 Use of Proceeds. Except in connection with the redemption of the Preferred Stock pursuant to the Certificate of Designation, the Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes and unless consented to by the Purchaser, shall not use such proceeds: (a) for the redemption of any Common Stock or Common Stock Equivalents, (b) for the settlement of any outstanding litigation, (c) in violation of FCPA or OFAC regulations, or for (d) for the repayment of debt for borrower money to any officer or director, or merger transaction related bonuses to any employee or vendor except for such non-merger transaction related bonuses as may be payable to participants pursuant to the Company's existing employee bonus plan; *provided*, *however*, the Company shall not be required to segregate the net proceeds from the sale of the Securities hereunder, and such proceeds shall be comingled with other Company funds.

ARTICLE V.
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Purchaser by written notice to the Company, if the Closing has not been consummated on or before the fifth (5^{th}) Trading Day following the date hereof; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2^{nd}) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser, or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Purchaser and the Company.

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

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchaser."

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

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for 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 other manner permitted by law. If any party shall commence an Proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.11 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 each other party, it being understood that the 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.

5.12 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.

5.13 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.14 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.15 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or the Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.16 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.

5.17 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.18 **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 TRIAL BY JURY.**

(Signature Pages Follow)

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

INPIXON

By: /s/ Wendy Loundermon
Name: Wendy Loundermon
Title: Chief Financial Officer

Address for Notice:
2479 E. Bayshore Rd., Suite 195
Palo Alto, CA 94303
E-Mail: [REDACTED]

With a copy to (which shall not constitute notice):

Kevin Friedmann
Norton Rose Fulbright US LLP
1045 W Fulton Market, Suite 1200
Chicago, Illinois 60607
kevin.friedmann@nortonrosefulbright.com

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SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed as of the date first indicated above.

Signature of Purchaser: /s/ Nadir Ali

Name of Purchaser: 3AM Investments LLC (previously named 3AM LLC)
Email Address of Authorized Signatory: [REDACTED]
Address for Notice to Purchaser:
Address for Delivery of Securities to Purchaser (if not same as address for notice):

Subscription Amount:	$	1,500,000
Shares of Preferred Stock:		1,500

☒ Notwithstanding anything contained in this Agreement to the contrary, by checking this box (i) the obligations of the above-signed to purchase the securities set forth in this Agreement to be purchased from the Company by the above-signed, and the obligations of the Company to sell such securities to the above-signed, shall be unconditional and all conditions to Closing shall be disregarded, (ii) the Closing shall occur on the second (2^{nd}) Trading Day following the date of this Agreement and (iii) any condition to Closing contemplated by this Agreement (but prior to being disregarded by clause (i) above) that required delivery by the Company or the above-signed of any agreement, instrument, certificate or the like or purchase price (as applicable) shall no longer be a condition and shall instead be an unconditional obligation of the Company or the above-signed (as applicable) to deliver such agreement, instrument, certificate or the like or purchase price (as applicable) to such other party on the Closing Date.

Exhibit A
Certificate of Designation

CERTIFICATE OF DESIGNATIONS OF PREFERENCES AND RIGHTS OF
SERIES 9 PREFERRED STOCK

of

Inpixon
a Nevada corporation

Pursuant to Section 78.1955 of the Nevada Revised Statutes

The undersigned, Nadir Ali, hereby certifies that:

1. He is the duly elected Chief Executive Officer of Inpixon a Nevada corporation ("Corporation").

2. A resolution was adopted and approved by the Board of Directors of the Corporation by unanimous written consent on March 11, 2024 authorizing and approving the Certificate of Designations of Preferences and Rights of Series 9 Preferred Stock of the Corporation set forth below.

3. No shares of Series 9 Preferred Stock have been issued as of the date hereof.

IN WITNESS WHEREOF, the undersigned does hereby execute this Certificate, and does hereby acknowledge that this instrument constitutes his act and deed and that the facts stated herein are true.

Inpixon

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

Dated: March 11, 2024

CERTIFICATE OF DESIGNATIONS OF PREFERENCES AND RIGHTS OF
SERIES 9 PREFERRED STOCK

of

Inpixon
a Nevada corporation

The undersigned Chief Executive Officer of Inpixon ("Corporation"), a corporation organized and existing under the laws of the State of Nevada, does hereby certify that, pursuant to the authority contained in the Corporation's Articles of Incorporation ("Articles") and pursuant to Section 78.1955 of the Nevada Revised Statutes ("NRS"), and in accordance with the provisions of the resolution creating a series of the class of the Corporation's authorized preferred stock designated as the Series 9 Preferred Stock as follows:

FIRST: The Articles, as amended, authorize the issuance by the Corporation of 500,000,000 shares of common stock, par value of $0.001 per share ("Common Stock") and 5,000,000 shares of preferred stock, par value of $0.001 per share ("Preferred Stock"), and further, authorize the Board of Directors ("Board") of the Corporation, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the unissued shares of Preferred Stock not then allocated to any series into one or more series and to designate the rights, preferences and limitations of each series.

SECOND: By unanimous written consent of the Board dated March 11, 2024, the Board designated twenty thousand (20,000) shares of the Preferred Stock as Series 9 Preferred Stock, par value $0.001 per share, pursuant to a resolution providing that a series of preferred stock of the Corporation be and hereby is created and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such Series 9 Preferred Stock, and the qualifications, limitations and restrictions thereof, are as follows:

SERIES 9 PREFERRED STOCK

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have meanings set forth in Section 14 below.

Section 2. Powers and Rights of Series 9 Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as the Series 9 Preferred Stock, par value $0.001 per share, of the Corporation (the "Series 9 Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions of the Series 9 Stock shall be as set forth in this Certificate of Designations of Preferences and Rights of Series 9 Stock (this "Certificate of Designations"). For purposes hereof, a holder of a share or shares of Series 9 Stock, with respect to their rights as related to the Series 9 Stock, shall be referred to as a "Series 9 Holder."

Section 3. Number and Stated Value. The number of authorized shares of the Series 9 Stock is twenty thousand (20,000) shares. Each share of Series 9 Stock shall have a stated value of $1,050.00 (the "Stated Value").

Section 4. Ranking. Except to the extent that the holders of at least a majority of the outstanding Series 9 Stock (the "Required Holders") expressly consent to the creation of Parity Stock (as defined below), all shares of capital stock of the Corporation shall be junior in rank to all Series 9 Stock with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (such junior stock is referred to herein collectively as "Junior Stock"). The rights of all such shares of capital stock of the Corporation shall be qualified by the rights, powers, preferences and privileges of the Series 9 Stock. Without limiting any other provision of this Certificate of Designations, without the prior express consent of the Required Holders, voting separate as a single class, the Corporation shall not hereafter authorize or issue any additional or other class or series of shares of capital stock that is (i) of senior rank to the Series 9 Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Senior Preferred Stock"), or (ii) of pari passu rank to the Series 9 Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Parity Stock"). In the event of the merger or consolidation of the Corporation with or into another corporation wherein the Corporation is the surviving entity, the shares of Series 9 Stock shall maintain their relative rights, powers, designations, privileges and preferences provided for herein and no such merger or consolidation shall provide for a result inconsistent therewith, subject to the other terms and conditions herein.

Section 5. Preferred Return.

(a) Each share of Series 9 Stock shall accrue a rate of return on the Stated Value at the rate of 10% per year, compounded annually to the extent not paid as set forth herein, and to be determined pro rata for any factional year periods (the "Preferred Return"). The Preferred Return shall accrue on each share of Series 9 Stock from the date of its issuance, and shall be payable or otherwise settled as set forth herein.

(b) The Preferred Return shall be payable on a quarterly basis, within five Business Days following the end of each calendar quarter, either in cash or via the issuance to the applicable Series 9 Holder of an additional number of shares of Series 9 Stock equal to (i) the Preferred Return then accrued and unpaid, divided by (ii) the Stated Value, with the election as to payment in cash or via the issuance of additional shares of Series 9 Stock to be determined in the discretion of the Corporation.

(c) In the event that the Corporation elects to pay any Preferred Return via the issuance of shares of Series 9 Stock, no fractional shares of Series 9 Stock shall be issued, and the Corporation shall pay in cash the Preferred Return that would otherwise be payable via the issuance of a fractional share of Series 9 Stock.

Section 6. Series 9 Dividend.

(a) Commencing on the one-year anniversary of the issuance date of each share of Series 9 Stock, each such share of Series 9 Stock shall accrue an automatic quarterly dividend, based on three quarters of 91 days each and the last quarter of 92 days (or 93 days for leap years), which shall be calculated on the Stated Value of such share of Series 9 Stock, and which shall be payable in additional shares of Series 9 Stock, based on the Stated Value, or in cash as set forth herein (each, as applicable, the "Quarterly Dividend"). For the period from the one-year anniversary of the issuance date of a share of Series 9 Stock to the two-year anniversary of the issuance date of a share of Series 9 Stock, the Quarterly Dividend shall be 2% per quarter, and for all periods following the two-year anniversary of the issuance date of a share of Series 9 Stock, the Quarterly Dividend shall be 3% per quarter.

(b) The Quarterly Dividend shall be aggregated for each Series 9 Holder, and shall be paid to each Series 9 Holder, within five Business Day following the end of each applicable Quarter, via the issuance to such Series 9 Holder of the whole number of shares of Series 9 Stock payable with respect to such Quarterly Dividend, and payment in cash for any fractional shares of Series 9 Stock that would be issuable with respect to such applicable Quarterly Dividend.

(c) By way of example and not limitation, in the event that a Series 9 Holder acquired 500 shares of Series 9 Stock and continued to hold all such shares of Series 9 Stock at the applicable time, the first Quarterly Dividend would be due and payable to such Series 9 Holder by the fifth Business Day following the one-year and 91 day anniversary of the date of issuance of such shares of Series 9 Stock to such Series 9 Holder, and would be an amount equal to $10,500 (500 x $1,050 x 2%), and would be paid via the issuance to such Series 9 Holder of 10 shares of Series 9 Stock (having a total value, based on the Stated Value, of $10,500).

Section 7. Fundamental Transaction. If, at any time while any share of Series 9 Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person other than any subsidiary or any Affiliate of the Corporation, whereby the stockholders of the Corporation immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation, (ii) the Corporation, 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 transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation 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 Corporation, 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 Corporation, directly or indirectly, in one or more related transactions consummates 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 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 purchase agreement or other business combination) (each a "Fundamental Transaction"), the Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation pursuant to written agreements in form and substance reasonably satisfactory to the Required Holders (without unreasonable delay) prior to such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, the Successor Entity shall file a new certificate of designation with the same terms and conditions and issue to the Series 9 Holders new preferred stock consistent with the foregoing provisions and evidencing the Series 9 Holders' rights under this Certificate of Designation.

Section 8. No Conversions. The Series 9 Stock shall not be convertible into shares of Common Stock or into any other class or series of stock of the Corporation.

Section 9. Corporation Optional Redemption.

(a) Subject to the terms and conditions herein, at any time the Corporation may elect, in the sole discretion of the Board, to redeem all or any portion of the Series 9 Stock then issued and outstanding from all of the Series 9 Holders (a "Corporation Optional Redemption") by paying to the applicable Series 9 Holders an amount in cash equal to the Series 9 Preferred Liquidation Amount then applicable to such shares of Series 9 Stock being redeemed in the Corporation Optional Conversion (the "Redemption Price").

(b) The Corporation shall provide written notice of any Corporation Optional Redemption to the Series 9 Holder(s) within 5 Business Days following the determination of the Board to consummate the applicable Corporation Optional Redemption, and thereafter such Corporation Optional Redemption shall be completed within five days following the delivery of such written notice, and at such time the Corporation shall deliver to the Series 9 Holder(s) the Redemption Price in valid funds. Each Series 9 Holder agrees to execute and deliver to the Corporation such instruments and documents, and to take such actions, as reasonably required to consummate the Corporation Optional Redemption.

Section 10. Dividends and Distributions. The Series 9 Stock shall not participate in any dividends, distributions or payments to the holders of the Common Stock.

Section 11. Vote; Amendment.

(a) Other than as set forth in Section 11(b), the Series 9 Stock shall not have any voting rights and shall not vote on any matter submitted to the holders of the Common Stock, or any class thereof, for a vote.

(b) The Corporation may not, and shall not, amend or repeal this Certificate of Designations without the prior written consent of Series 9 Holders holding a majority of the Series 9 Stock then issued and outstanding, in which vote each share of Series 9 Stock then issued and outstanding shall have one vote, voting separately as a single class, in person or by proxy, either in writing without a meeting or at an annual or a special meeting of such Series 9 Holders, and any such act or transaction entered into without such vote or consent shall be null and void *ab initio*, and of no force or effect.

Section 12. Covenants. Until such time as no shares of Series 9 Stock remain outstanding (or such earlier time as may be set forth herein), the Corporation, and as applicable, its Subsidiaries, will at all times comply with the following covenants, unless otherwise consented to in writing by the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion:

(a) The Corporation will timely file on the applicable deadline or within the applicable extension period provided by Rule 12b-25 under the Exchange Act all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, and will take all reasonable action under its control to ensure that adequate current public information with respect to the Corporation, 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.

(b) The Corporation will not have the right to repay any outstanding indebtedness owed to any Series 9 Holder or its Affiliates.

(c) The Corporation will not increase the authorized shares of Common Stock or Preferred Stock without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(d) Other than any issuances to Series 9 Holders and their Affiliates, the Corporation will not issue or sell any Equity Securities (as defined below) which result in net proceeds to the Corporation in excess of an aggregate of $10,000,000 without the Required Holders' prior written consent, which consent may be granted or withheld in Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to any registration and issuance of ATM shares as governed under Section 12(k) below. For the avoidance of doubt, the sales of Equity Securities are subject to all other conditions and covenants in this Certificate.

(e) The Corporation will not make any Restricted Issuance without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(f) The Corporation shall not enter into any agreement or otherwise agree to any covenant, condition, or obligation that locks up, restricts in any way or otherwise prohibits the Corporation from issuing Common Stock, Preferred Stock, warrants, convertible notes, other debt securities, or any other of the Corporation's securities to any Series 9 Holder or any Affiliate of any Series 9 Holder, except as may be required in connection with "standstill" provisions arising from a subsequent financing, provided, however, such "standstill restriction" shall not exceed more than forty-five (45) days without the Required Holders' prior written consent which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(g) The Corporation will not pledge or grant a security interest in any of its assets without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(h) The Corporation will not, and will not enter into any agreement or commitment to, dispose of any assets or operations that are material to the Corporation's operations without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to any transaction for the purpose of effecting the Solutions Divestiture as defined in that certain Agreement and Plan of Merger, dated as of July 24, 2023, among the Corporation, Superfly Merger Sub, Inc. and XTI Aircraft Corporation, as may be amended from time to time (the "XTI Merger Agreement").

(i) Except in connection with maintaining compliance with Nasdaq initial listing or continued listing requirements, the Corporation will not, and will not enter into any agreement or commitment to, undertake or complete any reverse split of the Common Stock or any class of Preferred Stock without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(j) The Corporation will not, and will not enter into any agreement or commitment to, create, authorize, or issue any class of Preferred Stock (including additional issuances of Series 9 Stock) without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

(k) The Corporation will not, and will not enter into any agreement or commitment to, increase the number of shares of Common Stock registered for sale pursuant to the form 424B Filed Pursuant to Rule 424(b)(5) with respect to Registration No. 333-256827 (the "ATM") or issue or sell any shares of Common Stock in excess of the number of shares of Common Stock available for issuance pursuant to the ATM as of the Effective Date, in each case without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion; provided, however, that this consent requirement shall not apply to the initial increase of the registered amount under the ATM which shall not exceed $10,000,000 following the completion of the merger transaction under the XTI Merger Agreement.

(l) The Corporation will not consummate any Fundamental Transaction without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

The covenants set forth in Sections 13(c) – (h), (j) and (l) will also apply to all Subsidiaries.

Section 13. Covenant Default.

(a) Event of Default. The Required Holders may elect to declare an "Event of Default" if any of the following conditions or events shall occur and be continuing:

(i) The Corporation or any Subsidiary fails to fully comply with any covenant, obligation or agreement of the Corporation or Subsidiary in this Certificate of Designations (other than payment or issuance defaults which are addressed in subparagraph (ii) below), and such failure, if known to the Required Holders and reasonably possible of cure, is not cured within five (5) Business Days following notice to cure from the Required Holders;

(ii) The Corporation fails to pay any amount due and payable to the Series 9 Holders pursuant to and as required by this Certificate of Designations, or fails to issue any additional shares of Series 9 Stock or Common Stock to the Series 9 Holders pursuant to and as required by this Certificate of Designations, and such failure, if known to the Series 9 Holders and reasonably possible of cure, is not cured within five (5) Business Days following notice to cure from the Required Holders; or

(iii) The Corporation shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator; (2) make a general assignment for the benefit of the Corporation's creditors; or (3) commence a voluntary case under the U.S. Bankruptcy Code as now and hereafter in effect, or any successor statute.

(b) Consequences of Events of Default. If an Event of Default has occurred (i) the Required Holders may, by notice to the Corporation, force the Corporation to redeem all of the issued and outstanding shares of Series 9 Stock then held by the Series 9 Holders for a price equal to (1) the Stated Value (as defined in this Certificate of Designations) of all such shares of Series 9 Stock; plus (2) any accrued and unpaid Preferred Return (as defined in this Certificate of Designations) with respect to all such shares of Series 9 Stock, with such Preferred Return to be paid in cash and not via the issuance of additional shares of Series 9 Stock; plus (3) any accrued and unpaid Quarterly Dividend (as defined in this Certificate of Designations) with respect to all such shares of Series 9 Stock, provided that such Quarterly Dividend shall be paid in cash in an amount equal to the number of shares of Series 9 Stock otherwise issuable for the Quarterly Dividend multiplied by the Stated Value; plus (4) any and all other amounts due and payable to the Series 9 Holders pursuant to this Certificate of Designations; and (ii) the Series 9 Holders shall have the right to pursue any other remedies that the Required Holders may have under applicable law and/or in equity.

(c) Specific Performance. The Corporation acknowledges and agrees that any Series 9 Holder may suffer irreparable harm in the event that the Corporation or any Subsidiary fails to perform any material provision of this Certificate of Designations in accordance with its specific terms. It is accordingly agreed that any Series 9 Holder shall be entitled to one or more injunctions to prevent or cure breaches of the provisions of this Certificate of Designations and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any Series 9 Holder may be entitled under the Certificate of Designations, at law or in equity. The Corporation specifically agrees that: (a) following an Event of Default under this Certificate of Designations, any Series 9 Holder shall have the right to seek and receive injunctive relief from a court or an arbitrator prohibiting the Corporation and any of its Subsidiaries from issuing any of its Common Stock or Preferred Stock to any party unless the Series 9 Stock are being paid in full simultaneously with such issuance; and (b) following a breach of Section 12(d) above, any Series 9 Holder shall have the right to seek and receive injunctive relief from a court or arbitrator invalidating such lock-up. The Corporation specifically acknowledges that any Series 9 Holder's right to obtain specific performance constitutes bargained for leverage and that the loss of such leverage would result in irreparable harm to any Series 9 Holder. For the avoidance of doubt, in the event any Series 9 Holder seeks to obtain an injunction from a court or an arbitrator against the Corporation or specific performance of any provision of this Certificate of Designations, such action shall not be a waiver of any right of any Series 9 Holder under this Certificate of Designations, at law, or in equity, including without limitation its rights to arbitrate any claim pursuant to the terms of this Certificate of Designations, nor shall any Series 9 Holder's pursuit of an injunction prevent any Series 9 Holder, under the doctrines of claim preclusion, issues preclusion, res judicata or other similar legal doctrines, from pursuing other claims in the future in a separate arbitration

(d) Expenses. In the event that any Series 9 Holder incurs reasonable expenses in the enforcement of its rights hereunder, including but not limited to reasonable attorneys' fees, then the Corporation shall immediately reimburse such Series 9 Holder the reasonable costs thereof.

Section 14. Definitions. In addition to the terms defined elsewhere in this Certificate of Designations, the following terms, as used herein, have the following meanings:

(a) "Affiliate" means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with, the specified Person.

(b) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

(c) "Control" means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, by contractor otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

(d) "Equity Securities" means Common Stock of the Corporation, and any option, warrant, or right to subscribe for, acquire or purchase Common Stock.

(e) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulation promulgated thereunder.

(f) "Issuance Date" means the date that the applicable shares of Series 9 Stock are issued to a Series 9 Holder.

(g) "Person" means a natural person, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(h) "Restricted Issuance" means (i) the issuance, incurrence or guaranty of any debt (but excluding any intercompany debt), or (ii) the issuance of any debt or equity securities of the Corporation in any Variable Rate Transaction.

(i) "SEC" means the United States Securities and Exchange Commission.

(j) "Series 9 Preferred Liquidation Amount" mean an amount per share of Series 9 Stock equal to the Stated Value at such time plus any accrued but unpaid Preferred Return plus any accrued and unpaid Quarterly Dividend.

(k) "Subsidiaries" means any wholly- or partially-owned subsidiaries of the Corporation that exist now or may be created in the future, provided, however, the subsidiaries that will be spun off as part of the Solutions Divestiture will not be considered Subsidiaries.

(l) "Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulation promulgated thereunder.

(m) "Variable Rate Transaction" means a transaction in which (i) the Corporation issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either at a conversion price, exercise price or exchange rate or other price that varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (ii) the Corporation issues or sells any warrant that has any provisions that will increase the number of shares of Common Stock exercisable under such warrant other than an adjustment in connection with a stock split. For the avoidance of doubt, the issuance by the Corporation of shares of Common Stock in an At-the-Market Offering shall not be deemed a Variable Rate Transaction, subject to the provisions of Section 12(k) above (for purposes of this definition "At-the-Market Offering" means an offering by the Corporation of newly issued shares of Common Stock, which is incrementally sold into a trading market through a broker-dealer at the market price).

Section 15. Miscellaneous.

(a) Legend. Any certificates or book entry representing the Series 9 Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE CORPORATION, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

(b) Uncertificated Shares Lost or Mutilated Series 9 Stock Certificate. The Series 9 Stock shall be issued to each Series 9 Holder in uncertificated (book entry) form by the stock transfer agent of the Corporation unless a Series 9 Holder requests such Series 9 Stock be issued to such Series 9 Holder in certificated form. If any certificate for the Series 9 Stock held by the Series 9 Holder thereof shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the share of Series 9 Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(c) Interpretation. If the Corporation or any Series 9 Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designations, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other reasonable costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(d) Waiver. Any waiver by the Corporation or the Series 9 Holder of a breach of any provision of this Certificate of Designations shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designations. The failure of the Corporation or the Series 9 Holder to insist upon strict adherence to any term of this Certificate of Designations on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designations. Any waiver must be in writing.

(e) Severability. If any provision of this Certificate of Designations is invalid, illegal or unenforceable, the balance of this Certificate of Designations shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

(f) Status of Redeemed Preferred Stock. If any shares of Series 9 Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series 9 Convertible Preferred Stock.

[Signature Page Follows]

IN WITNESS WHEREOF, Inpixon, a Nevada corporation, has caused this Certificate of Designations to be signed by a duly authorized officer on this 12th day of March, 2024.

Inpixon

/s/ Nadir Ali

Name: Nadir Ali

Title: Chief Executive Officer

Exhibit 10.4

Execution Version

INDEMNIFICATION AGREEMENT

This **Indemnification Agreement** ("**Agreement**"), dated as of [DATE], is by and between Inpixon, a Nevada corporation (the "**Company**") and [NAME OF DIRECTOR/OFFICER] (the "**Indemnitee**").

WHEREAS, Indemnitee is a director and/or an officer of the Company or the Company expects Indemnitee to join the Company as a director and/or an officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies;

WHEREAS, the board of directors of the Company (the "**Board**") has determined that enhancing the ability of the Company to retain and attract as directors and officers the most capable persons is in the best interests of the Company and that the Company therefore should seek to assure such persons that indemnification and insurance coverage is available; and

WHEREAS, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's service and/or continued service as a director and/or officer of the Company and to enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company's certificate of incorporation or bylaws (collectively, the "**Constituent Documents**"), any change in the composition of the Board or any change in control or business combination transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses (as defined in Section 1(e) below) to, Indemnitee as set forth in this Agreement and for the coverage or continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

NOW, THEREFORE, in consideration of the foregoing and Indemnitee's agreement to provide or to continue to provide services to the Company, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Beneficial Owner**" has the meaning given to the term "beneficial owner" in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(b) "**Change in Control**" means the occurrence after the date of this Agreement of any of the following events:

(i) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 50% or more of the Company's then outstanding Voting Securities, unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(ii) the consummation of a reorganization, merger or consolidation, unless immediately following such reorganization, merger or consolidation, all of the Beneficial Owners of the Voting Securities of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding Voting Securities of the entity resulting from such transaction;

(iii) during any period of two consecutive years, not including any period prior to the execution of this Agreement, individuals who at the beginning of such period constituted the Board (including for this purpose any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board; or

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(c) "**Claim**" means:

(i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or

(ii) any inquiry, hearing or investigation that Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(d) "**Disinterested Director**" means a director of the Company who is not and was not a party to, and does not control a party outside the Enterprise that is party to, the Claim in respect of which indemnification is sought by Indemnitee.

(e) "**Expenses**" means any and all expenses, including without limitation attorneys' and experts' fees, retainers, witness fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, postage, delivery service fees, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim or responding to, or objecting to, a request to provide discovery in any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 5 only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable.

(f) "**Expense Advance**" means any payment of Expenses advanced to Indemnitee by the Company pursuant to Section 4 or Section 5 hereof.

(g) **"Final Determination"** means in the case of a judicial proceeding a final judgment by a Nevada Court that is binding upon Indemnitee and not capable of further appeal or, in the case of an arbitration, the final award of the arbitrator as filed in the Nevada Court, that is binding upon Indemnitee and not capable of further appeal.

(h) "**Indemnifiable Event**" means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director, officer, employee, manager, member, or agent of or consultant to the Company or any direct or indirect subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of or consultant to any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise (collectively with the Company, the "**Enterprise**") or by reason of an action or inaction by Indemnitee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement).

(i) "**Independent Counsel**" means an attorney who is licensed to practice law before the Nevada Court and in good standing with the Nevada Bar Association, who has not been subject to any disciplinary proceeding during the prior ten years, who has at least ten years' experience in matters of Nevada corporation law and who (and whose firm) neither presently performs, nor in the past five years has performed, services for either: (i) the Company or Indemnitee , or any of their affiliates (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who (or whose firm), under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) "**Losses**" means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

(k) "**Nevada Court**" shall have the meaning ascribed to it in Section 9(e) below.

(l) "**Person**" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity and includes the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act.

(m) "**Standard of Conduct Determination**" shall have the meaning ascribed to it in Section 9(b) below.

(n) "**Term of this Agreement"** shall have the meaning ascribed to it in Section 12 below.

(o) "**Voting Securities**" means any securities of the Company that vote generally in the election of directors.

2. Services to the Company. Indemnitee agrees to serve or to continue to serve, as the case may be, as a director or officer of the Company for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders Indemnitee's resignation or is no longer serving in such capacity. This Agreement shall not be deemed an employment agreement between the Company (or any of its direct or indirect subsidiaries or the Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with or service to the Company or any of its direct or indirect subsidiaries or the Enterprise is at will and Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment agreement or other written agreement between Indemnitee and the Company (or any of its direct or indirect subsidiaries or the Enterprise), any other applicable formal severance policies duly adopted by the Board or, with respect to service as a director and/or officer of the Company, by the Company's Constituent Documents or Nevada law.

3. Indemnification. Subject to Section 9 and Section 10 of this Agreement, the Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Nevada in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase (but not decrease) the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Indemnitee is solely a witness.

4. Advancement of Expenses. Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any Claim by final adjudication to which there are no further rights of appeal, of any and all Expenses actually and reasonably paid or incurred by Indemnitee in connection with any Claim arising out of an Indemnifiable Event. Indemnitee's right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within thirty (30) days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances, Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. In connection with any request for Expense Advances, Indemnitee shall execute and deliver to the Company an undertaking (which shall be accepted without reference to Indemnitee's ability to repay the Expense Advances), in the form attached hereto as Exhibit A, to repay any amounts paid, advanced, or reimbursed by the Company for such Expenses to the extent that it is ultimately determined, following the final disposition of such Claim, that Indemnitee was not entitled to indemnification hereunder. Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured and no interest shall be charged thereon. All Expense Advances shall be paid without deduction (other than any legally mandated deductions for tax withholdings) or off set.

5. Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 4, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect relating to Claims relating to Indemnifiable Events, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may be. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith. All such amounts shall be paid without deduction (other than any legally mandated deductions for tax withholdings) or off set.

6. Partial Indemnity. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

7. Notification and Defense of Claims.

(a) Notification of Claims. Indemnitee shall notify the Company in writing, as soon as practicable after Indemnitee has actual notice of such Claim, of any Claim which Indemnitee reasonably believes could relate to an Indemnifiable Event or for which Indemnitee reasonably believes that Indemnitee could seek Expense Advances, including a brief description (based upon information then reasonably available to Indemnitee) of the nature of, and the facts underlying, such Claim. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder except that the Company shall not be liable to indemnify Indemnitee under this Agreement with respect to any judicial award in a Claim related to an Indemnifiable Event to the extent that the Company can prove that as the direct and proximate result of the failure on the part of Indemnitee to give such notice on a timely basis, the Company was not given a reasonable opportunity to participate at its expense in the defense of such action. If at the time of the receipt of such notice, the Company has directors' and officers' liability insurance in effect under which coverage for Claims related to Indemnifiable Events is potentially available, the Company shall give prompt written notice to the applicable insurers in accordance with the procedures set forth in the applicable policies. The Company shall provide to Indemnitee a copy of such notice delivered to the applicable insurers, and copies of all subsequent correspondence between the Company and such insurers regarding the Claim, in each case substantially concurrently with the delivery or receipt thereof by the Company.

(b) Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim and the identification of the counsel that the Company intends to retain to provide such defense, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnitee in connection with Indemnitee's defense of such Claim other than (i) reasonable costs of investigation, (ii) reasonable costs incurred in connection with the exercise by Indemnitee of Indemnitee's right to determine (a) whether such counsel is reasonable satisfactory to Indemnitee, (b) whether any conflicts of interest may exist between Indemnitee and the Company in the defense of the Claim and/or (c) whether such counsel is adequately and effectively providing the defense of such Claim and acting in a competent manner, or (iii) as otherwise provided below. Indemnitee shall have the right to employ its own legal counsel in such Claim, but (except as provided in the immediately preceding sentence or as otherwise provided below in this sentence) all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's own expense; provided, however, that if (i) Indemnitee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnitee's employment of its own counsel has been approved by the Independent Counsel (iv) the Company shall not in fact have employed counsel reasonably satisfactory to Indemnitee, to assume the defense of such Claim and/or such counsel shall fail to adequately or effectively provide the defense of such Claim or otherwise fail to act in a competent manner, or (v) the Company is in breach of its obligations under this Agreement, then Indemnitee shall be entitled to retain its own separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any such Claim) and all Expenses related to such separate counsel shall be borne by the Company.

8. Procedure upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Claim, provided that documentation and information need not be so provided to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Indemnification shall be unless the Company affirmatively and in writing determines that Indemnitee is not entitled to indemnification in accordance with Section 9 below.

9. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Losses relating to such Claim in accordance with Section 3 to the fullest extent allowable by law, and no Standard of Conduct Determination (as defined in Section 9(b)) shall be required.

(ii) To the extent that Indemnitee's involvement in a Claim relating to an Indemnifiable Event is to serve as a witness and/or to prepare to serve as a witness, and not as a party, Indemnitee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law and no Standard of Conduct Determination (as defined in Section 9(b)) shall be required.

(b) Standard of Conduct. To the extent that the provisions of Section 9(a) are inapplicable to a Claim related to an Indemnifiable Event that shall have been finally disposed of, any determination of whether Indemnitee has satisfied any applicable standard of conduct under Nevada law that is a legally required condition to indemnification of Indemnitee hereunder against Losses relating to such Claim and any determination that Expense Advances must be repaid to the Company (a "**Standard of Conduct Determination**") shall be made as follows:

(i) by the holders of a majority of the outstanding common voting stock of the Company (acting at a meeting or by written consent),

(ii) by a majority vote of a quorum consisting entirely of Disinterested Directors,

(iii) if a majority vote of a quorum consisting entirely of Disinterested Directors so orders, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee,

(iv) if a quorum of Disinterested Directors cannot be obtained, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; or

(v) if a Change in Control has occurred since the time of any acts or omissions of Indemnitee or the Company that are related to a Claim for which the indemnification is sought, at the option of Indemnitee, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee.

The Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within thirty (30) days of such request, any and all Expenses incurred by Indemnitee in cooperating with the person or persons making such Standard of Conduct Determination (including, without limitation, costs and expenses of legal counsel advising Indemnitee on such matter).

(c) Making the Standard of Conduct Determination. The Company shall use its reasonable best efforts to cause any Standard of Conduct Determination required under Section 9(b) to be made as promptly as practicable. If the person or persons designated to make the Standard of Conduct Determination under Section 9(b) shall not have made a determination within thirty (30) days after the later of (A) receipt by the Company of a written request from Indemnitee for indemnification pursuant to Section 8 (the date of such receipt being the "**Notification Date**") and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, then Indemnitee shall be deemed to have satisfied the applicable standard of conduct; provided that such thirty (30)-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the person or persons making such determination in good faith requires such additional time to obtain or evaluate information relating thereto. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of any Claim.

(d) Payment of Indemnification. If, in regard to any Losses:

(i) Indemnitee shall be entitled to indemnification pursuant to Section 9(a);

(ii) no Standard Conduct Determination is legally required as a condition to indemnification of Indemnitee hereunder; or

(iii) Indemnitee has been determined or deemed pursuant to Section 9(b) or Section 9(c) to have satisfied the Standard of Conduct Determination,

then the Company shall pay to Indemnitee, within five (5) business days after the later of (A) the Notification Date or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) is satisfied, an amount equal to such Losses. Such amount shall be paid without deduction (other than any deduction for legally mandated tax withholdings) or off set.

(e) Selection of Independent Counsel for Standard of Conduct Determination. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(i), the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(v), the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnitee or the Company, as applicable, may, within five days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of "Independent Counsel" in Section 1(i), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person or firm so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit; and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences, the introductory clause of this sentence and numbered clause (i) of this sentence shall likewise apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 9(e) to make the Standard of Conduct Determination shall have been selected within 20 days after the Company gives its initial notice pursuant to the first sentence of this Section 9(e) or Indemnitee gives its initial notice pursuant to the second sentence of this Section 9(e), as the case may be, either the Company or Indemnitee may petition the Eighth Judicial District Court of the State of Nevada ("**Nevada Court**") to resolve any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or to appoint as Independent Counsel a person to be selected by the Court or such other person as the Court shall designate, and the person or firm with respect to whom all objections are so resolved or the person or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel's determination pursuant to Section 9(b), which fees shall include, without limitation, any co-counsel reasonably associated by the Independent Counsel. In the event that the Company has any objection to such fees, the Company shall nevertheless promptly pay the same, provided that such payment may be made under a reservation of rights.

(f) Presumptions and Defenses.

(i) Indemnitee's Entitlement to Indemnification. In making any Standard of Conduct Determination, the person or persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled. Any Standard of Conduct Determination that is adverse to Indemnitee may be challenged by Indemnitee in the Nevada Court. No determination by the Company (including by its directors or any Independent Counsel) that Indemnitee has not satisfied any applicable standard of conduct may be used as a defense to any legal proceedings brought by Indemnitee to secure indemnification or reimbursement or advance payment of Expenses by the Company hereunder or create a presumption that Indemnitee has not met any applicable standard of conduct.

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its direct or indirect subsidiaries or the Enterprise in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, will not create a presumption that Indemnitee did not meet any applicable standard of conduct or have any particular belief, or that indemnification hereunder is otherwise not permitted.

(iv) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that Indemnitee did not satisfy the applicable standard of conduct shall be on the Company.

(v) Resolution of Claims. The Company acknowledges that a settlement or other disposition short of final judgment may be successful on the merits or otherwise for purposes of Section 9(a)(i) if it permits a party to avoid expense, delay, distraction, disruption and/or uncertainty. In the event that any Claim relating to an Indemnifiable Event to which Indemnitee is a party is resolved in any manner other than by a final adverse judgment, memorialized in a writing, and not subject to appeal against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with our without payment of money or other consideration), it shall be presumed that Indemnitee has been successful on the merits or otherwise for purposes of Section 9(a)(i). The Company shall have the burden of proof to overcome this presumption.

10. Exclusions from Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to:

(a) indemnify or advance funds to Indemnitee for Expenses or Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, officers, employees or other indemnitees and not by way of defense (including, without limitation, with respect to claims of wrongful termination by such Indemnitee against the Company, any direct or indirect subsidiary of the Company or the Enterprise), except:

(i) proceedings brought by Indemnitee to interpret or enforce Indemnitee's rights under this Agreement (unless the Nevada Court finally determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous); or

(ii) where the Company has joined in or the Board has consented to the initiation of such proceedings;

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction, not capable of appeal, determines that such indemnification is judged to be prohibited by applicable law;

(c) indemnify Indemnitee or advance funds to Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Exchange Act, or any similar successor statute; or

(d) indemnify or advance funds to Indemnitee for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act).

11. Settlement of Claims. So long as the Company shall not be in material breach of its obligation under this Agreement (after notice and a thirty (30) day cure period), the Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld; provided, however, that if a Change in Control has occurred, the Company shall be liable for indemnification of Indemnitee for amounts paid in settlement if an Independent Counsel (appointed by Indemnitee as provide in Section 9(e), above) has approved the settlement. The Company shall not settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on Indemnitee or which would result in the issuance of any injunction binding upon Indemnitee or the creation of any contractual obligation on the part of the Indemnitor to do or not do anything, without Indemnitee's prior written consent.

12. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a director and/or officer of the Company (or is serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of or consultant to the Company, any direct or indirect subsidiary, or the Enterprise) and shall continue thereafter (i) so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret Indemnitee's rights under this Agreement, even if, in either case, Indemnitee may have ceased to serve in such capacity at the time of any such Claim or proceeding (such period being referred to as the "Term of this Agreement").

13. Non-Exclusivity. The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Constituent Documents, Chapter 78 of the Nevada Revised Statutes, any other contract or otherwise (collectively, "**Other Indemnity Provisions**"); provided, however, that (a) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, Indemnitee will be deemed to have such greater right hereunder and (b) to the extent that any change is made to any Other Indemnity Provision which permits any greater right to indemnification than that provided under this Agreement as of the date hereof, Indemnitee will be deemed to have such greater right hereunder. No amendment to any of the Constituent Documents shall have the effect denying, diminishing or encumbering Indemnitee's right to indemnification under this Agreement or any Other Indemnity Provision and shall be subordinate to Indemnitee's rights under this Agreement.

14. Liability Insurance. During the Term of this Agreement, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to continue to maintain in effect policies of directors' and officers' liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. In all policies of directors' and officers' liability insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director, or of the Company's officers, if Indemnitee is an officer (and not a director) by such policy. Upon request, the Company will provide to Indemnitee copies of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials.

15. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Losses to the extent Indemnitee has otherwise received payment under any insurance policy, the Constituent Documents, Other Indemnity Provisions or otherwise of the amounts otherwise indemnifiable by the Company hereunder.

16. Subrogation. In the event of payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee. Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

17. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, or substantially all of the business and/or assets of the Company, by written agreement in form and substances satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

19. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by the Nevada Court (or if applicable, the arbitrator) to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. In the event that any provision is found to be invalid, illegal, void or otherwise unenforceable, it is the intention and desire of the parties that such provision be read down so as to preserve, to the maximum extent possible, the protections and benefits provided by this Agreement to Indemnitee.

20. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

(a) if to Indemnitee, to the address set forth on the signature page hereto.

(b) if to the Company, to:

Inpixon
Attn: Chief Executive Officer
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303

With copy to: General Counsel

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

21. Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Nevada Court and not in any other state or federal court in the United States, (b) consent to submit to the exclusive jurisdiction of the Nevada Court for purposes of any action or proceeding arising out of or in connection with this Agreement, and (c) waive, and agree not to plead or make, any claim that the Nevada Court lacks venue or that any such action or proceeding brought in the Nevada Court has been brought in an improper or inconvenient forum.

22. Remedies of Indemnitee.

(a) If (1) a determination is made pursuant to Section 9 hereof that Indemnitee is not entitled to indemnification, (2) advances of Expenses are not timely made pursuant to this Agreement, (3) payment has not been timely made following a determination of entitlement to indemnification pursuant to this Agreement, (4) a Standard of Conduct Determination is not made pursuant to Section 9(b) within the time period therefor designated in Section 9(c), or (5) Indemnitee otherwise seeks enforcement of this Agreement, Indemnitee shall be entitled to a final adjudication of the remedy sought in the Nevada Court. The Company hereby consents to service and to appear in any such proceeding. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator in Clark County, Nevada, pursuant to the commercial arbitration rules of the American Arbitration Association then in effect. The decision of such arbitrator is to be made within ninety (90) days following the filing of the demand for arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or arbitration award. The parties agree that each shall be bound by the determination rendered in any judicial proceeding or arbitration conducted pursuant to this Section 22(a) and that no appeal shall be taken from such determination by either party.

(b) If a determination that Indemnitee is not entitled to indemnification, in whole or in part, has been made pursuant to Section 9 hereof, the decision in the judicial proceeding or arbitration provided in subsection (a) of this Section 22 shall be made de novo and Indemnitee shall not be prejudiced by reason of any prior determination that Indemnitee is not entitled to indemnification.

(c) If a determination that Indemnitee is entitled to indemnification has been made pursuant to Section 9 hereof, the Company shall be bound by such determination.

(d) The Company shall be precluded from asserting that the procedures and presumptions of this Agreement are not valid, binding and enforceable. The Company shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(e) In addition to any other remedies to which Indemnitee may be entitled, at law, in equity or in arbitration, to the extent that any moneys are determined to be owed by the Company to Indemnitee, such amounts shall bear interest from the date said amounts were due at the lesser of ten (10) percent per annum (compounded monthly), or the maximum amount allowed by applicable Nevada Law.

23. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

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

INPIXON

By: _____

Name: _____

Title: _____

INDEMNITEE

_____

_____

Name: _____

Address: _____

_____

_____

EXHIBIT A

FORM OF UNDERTAKING TO REPAY ADVANCEMENT OF EXPENSES

[DATE]

Attn: Chief Executive Officer
Inpixon
2479 E. Bayshore Road, Suite 195
Palo Alto, CA 94303

Re: Undertaking to Repay Advancement of Expenses.

Ladies and Gentlemen:

This undertaking is being provided pursuant to that certain Indemnification Agreement, dated [DATE], by and between Inpixon, a Nevada corporation (the "**Company**"), and the undersigned as Indemnitee (the "**Indemnification Agreement**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indemnification Agreement. Pursuant to the Indemnification Agreement, among other things, I am entitled to the advancement of Expenses paid or incurred in connection with Claims relating to Indemnifiable Events.

I have become subject to [DESCRIPTION OF PROCEEDING] (the Proceeding) based on [my status as [an officer/[TITLE OF OFFICER]/a director] of the Company/alleged actions or failures to act in my capacity as [an officer/[TITLE OF OFFICER]/a director] of the Company]. This undertaking also constitutes notice to the Company of the Proceeding pursuant to Section 7 of the Indemnification Agreement. The following is a brief description of the [current status of the] Proceeding:

[DESCRIPTION OF PROCEEDING]

Pursuant to Section 4 of the Indemnification Agreement, the Company can (a) pay such Expenses on my behalf, (b) advance funds in an amount sufficient to pay such Expenses, or (c) reimburse me for such Expenses. Pursuant to Section 4 of the Indemnification Agreement, I hereby request an Expense Advance in connection with the Proceeding. The Expenses for which advances are requested are as follows:

[DESCRIPTION OF EXPENSES]

In connection with the request for Expense Advances [set out above/delivered to the Company separately on [DATE]], I hereby undertake to repay any amounts paid, advanced or reimbursed by the Company for such Expense Advances to the extent that it is ultimately determined that I am not entitled to indemnification under the Indemnification Agreement.

This undertaking shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

Name:
Title:

[cc: General Counsel]

Exhibit 10.5

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made as of March 12, 2024, by and between Inpixon, a Nevada corporation ("**Company**"), and Nadir Ali, an individual ("**Consultant**"). Company and Consultant hereinafter are sometimes referred to, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, pursuant to that certain Merger Agreement, dated as of July 24, 2023, by and among Company, Inpixon Merger Sub Inc. ("**Merger Sub**") and XTI Aircraft Company ("**XTI**" and such agreement, the "**Merger Agreement**"), Merger Sub shall merge with and into XTI, whereupon the separate corporate existence of Merger Sub shall cease and XTI shall be the surviving corporation (the "**Transaction**"); and

WHEREAS, contingent upon and subject to the closing of the Transaction (the "**Closing**"), and provided this Agreement is accepted in full by Consultant, Company desires to engage Consultant, and Consultant is willing to accept such engagement, on the terms and subject to the conditions set forth herein, which will begin to apply as of the Closing (the "**Effective Date**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Consultant and Company agree as follows:

1. Services and Payment. Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with the applicable statement of work, a form of which is attached as Exhibit A hereto, which will be executed by both Parties (the "**Statement of Work**"). Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant. If Consultant intends to engage employees of Consultant to provide any of the Services, Consultant must first obtain the Company's written consent to so engage such employees including approval of the specific employees to be used ("**Consultant Personnel**"). Consultant agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party in connection with the Services or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant's own or any third party's (including without limitation Company's) confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company.

2. Ownership; Rights; Proprietary Information; Publicity; Other Obligations.

a. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with the Services or any Proprietary Information (as defined below) (collectively, "**Inventions**"). Consultant will promptly disclose and provide all Inventions to Company and will keep adequate and current written records of all Inventions, which records shall be available to and shall remain the sole property of Company. Consultant hereby makes, and agrees to make in the future, all assignments necessary to accomplish the foregoing ownership. Consultant represents, warrants and covenants that Consultant has obtained or will obtain, prior to having any particular Consultant Personnel perform Services, an assignment of such Consultant Personnel's rights in Inventions as needed to give effect to Company's ownership as contemplated above; provided, that no assignment is made that extends beyond what is allowed under applicable law. Consultant shall assist Company (and, where applicable, shall cause Consultant Personnel to assist Company), at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

b. If the provisions of Section 2(a) above are not adequate to vest sole and exclusive ownership of such rights in the Company by operation of law in any jurisdiction, Consultant agrees to and hereby does assign, grant and convey all ownership rights in the Inventions to Company effective as of/from the moment of its creation without the necessity of any other action by, or consideration from, any of the Parties. Company accepts such assignment, grant and conveyance. Consultant agrees to provide Company, at Company's expense, all assistance required to vest or perfect Company's exclusive ownership of the same and to cooperate with Company and do all acts requested by Company to evidence, establish, apply for, procure, register, record, maintain, enforce and defend Company's ownership rights on a prompt basis, but in any event within such time period(s) as required to enable Company to timely preserve or assert its rights in any country or region of the world. Consultant agrees to comply with all reasonable requests from Company related to securing, protecting, enforcing and defending Company's rights in the Inventions, including, without limitation, executing additional documents and/or instruments as reasonably requested by the Company, at the Company's expense, beyond that specifically provided for in this Agreement. Consultant represents and warrants that he has the right to grant the foregoing rights.

c. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, computer programs, technical drawings, algorithms, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or copyrightable not), improvements, schematics, customer lists and customer information, suppliers and supplier information, pricing information, product development, sales and marketing plans and strategies, personnel information, and other technical, business, financial, customer and product information), Consultant learns, develops or obtains in connection with the Services or that are received by or for Consultant in confidence, constitute "**Proprietary Information**." Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this Section 2(c) with respect to information (i) that is or becomes readily publicly available without restriction other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from a source other than the Company or its affiliates or any of their respective representatives, or (iii) that the Consultant is legally required to disclose pursuant to a subpoena, interrogatory, civil investigative demand or similar process. Upon termination or as otherwise requested by Company, Consultant will promptly return to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep Consultant's personal copies of Consultant's compensation records and this Agreement. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages), and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

d. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

e. Consultant represents that its performance of all terms of this Agreement as a consultant of Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Consultant prior or subsequent to the commencement of Consultant's consultant relationship with Company, and Consultant will not disclose to Company, or use, any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Consultant will not induce Company to use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Prior to the disclosure of any information that would constitute material non-public information of the company within the meaning of U.S. federal securities laws ("**MNPI**"), Company agrees to first notify Consultant that it desires to share information that may be considered MNPI in connection with providing the Services ("**Pre-Notice**"), and following receipt of such Pre-Notice, Consultant will either confirm his ability to receive such information or advise the Company that he is not able to receive such information at such time and the expected date upon which he may receive such MNPI.

f. Consultant recognizes that Company has received and, in the future, will receive confidential or proprietary information from third parties subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees to treat such information as Proprietary Information in accordance with and to the same extent required by Section 2(c) hereof and not to use it except as necessary in carrying out Consultant's work for Company.

3. <u>Warranty and other Obligations</u>.

a. Consultant warrants that: (i) the Services will be performed according to standards and procedures established or approved by the Parties or otherwise consistent with the highest professional standards; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow itself to provide Company with the assignments and rights provided for herein and, in addition, Consultant will have each person who may be involved in any way with, or have any access to, any Services or Proprietary Information enter into (prior to any such involvement or access) a binding agreement for Company's benefit that contains provisions at least as protective as those contained herein; (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; (v) Consultant shall comply with all policies and procedures of the Company of which Consultant has knowledge through the training or otherwise provided to Consultant by the Company; and (vi) if Consultant's work requires a professional license, Consultant has obtained that license and the license is in full force and effect.

b. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend Company and all of its directors, officers, employees and agents from and against all claims, losses, injury, damage, withholdings and legal liability, including attorney's fees and litigation costs, caused by the gross negligence, recklessness or willful misconduct of Consultant or Consultant's employees, contractors and agents. Such indemnity shall extend to all claims, losses, injury, damage, and legal liability arising from or related to any infringement or violation of any patent, copyright, trade secret, license or other property or contractual right of any third party.

c. To the maximum extent permitted by law, Company shall indemnify, hold harmless and defend Consultant and all of its members, directors, officers, employees and agents from and against all claims, losses, injury, damage, withholdings and legal liability, including attorney's fees and litigation costs ("**Losses**"), caused by (i) the gross negligence, recklessness or willful misconduct of Company, Company's affiliates or their employees, contractors and agents, and (ii) the activities conducted by Consultant on behalf of Company in connection with the performance of the Services in accordance to this Agreement; except to the extent such Losses fall within the scope of indemnification obligations of Consultant under Section 3(b) above. Such indemnity shall extend to all claims, losses, injury, damage, and legal liability arising from or related to any infringement or violation of any patent, copyright, trade secret, license or other property or contractual right of any third party.

4. **Term and Termination**. This Agreement shall commence upon the Effective Date and shall continue in effect until (a) terminated pursuant to this Section 4 or (b) the date that is fifteen (15) months after the Effective Date, whichever is first to occur (the "**Term**"). The Company or the Consultant may, at each such party's option and upon written notice provided to the other party at least 60 days prior to the end of any Term, extend the Term for up to an additional one-year period upon the other party's written acceptance of such extension. Company may terminate this Agreement at any time without notice if Consultant breaches a material provision of this Agreement and such breach has not been cured within 30 days following written notice or email notice of such purported breach sent by the Company to Consultant, if such breach is capable of being cured. Company also may terminate this Agreement at any time, upon 30 calendar days written or email notice, but Company shall upon such termination pay Consultant all unpaid, undisputed amounts due for the Services completed prior to the notice of such termination; provided, however, if this Agreement is terminated by the Company prior to the six (6)-month anniversary of the Effective Date (the "**Guaranteed Period**") for any reason other than the gross negligence, recklessness or willful misconduct of Consultant or Consultant's employees, contractors and agents, or Consultant's willful refusal or failure to substantially perform the Services (each, "**Company Good Reason**"), all Service Fees (as defined in the Statement of Work) due and owing for the remainder of the Guaranteed Period shall be payable according to the same payment schedule set for in the Statement of Work. In addition, in the event the Company terminates this Agreement for any reason other than a Company Good Reason any time prior to the fifteen (15)-month anniversary of the Effective Date, all then-unpaid Equity Payments (as set forth on the Statement of Work) shall immediately vest and become due and payable as of the effective date of such termination. Consultant may terminate the Agreement (i) upon 30 calendar days written notice; (ii) anytime, in the event Company fails to pay the consideration when due and payable in accordance with the terms of this Agreement and such failure has not been cured within thirty (30) days, (iii) the gross negligence, recklessness or willful misconduct of Company or Company's employees, contractors and agents; or (iv) Company files for bankruptcy. Any termination by Consultant due to any of the reasons specified in subsections (ii) through (iv) shall be referred to as "**Consultant Good Reason**". In the event of a termination of this Agreement by Consultant for a Consultant Good Reason, (x) all Service Fees payable for the remainder of the Term shall continue to be paid according to the same payment schedule set for in the Statement of Work and (y) all then-unpaid Equity Payments (as set forth on the Statement of Work) shall immediately vest and become due and payable as of the effective date of such termination by Consultant. Sections 2 through 12 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration of this Agreement. Company may communicate the obligations contained in this Agreement to any other (or potential) client or employer of Consultant.

5. Relationship of the Parties; Independent Contractor; No Employee Benefits. Notwithstanding any provision hereof, Consultant is an independent contractor, and neither Consultant nor any Consultant Personnel is an employee, agent, partner or joint venture of Company, and neither Consultant nor any Consultant Personnel shall bind or attempt to bind Company to any contract. Consultant shall accept any reasonable and lawful directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant's provision of the Services hereunder, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. This Agreement shall not entitle Consultant nor any Consultant Personnel to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. This Agreement shall not entitle Consultant to any workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant or any Consultant personnel from the Company. Consultant will be solely responsible for the performance of all Consultant Personnel, for compensating such Consultant Personnel, and for complying with all laws and regulations applicable to its relationships with such Consultant Personnel. Without limiting the foregoing, Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. All fees payable to Consultant do not include any taxes and Company is not liable for any taxes that Consultant is legally obligated to pay. Consultant agrees to indemnify Company from all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, because of the foregoing or any breach of this Section 5. If the law requires Company to withhold taxes from payments to Consultant, Company may withhold those taxes and pay them to the appropriate taxing authority. If Consultant is an entity, it will ensure its employees and agents are bound in writing to Consultant's obligations under this Agreement.

6. Assignment. This Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may assign its rights and obligations under this Agreement in whole or part only to the Company's affiliated companies.

7. Notice. Unless otherwise provided herein, all notices under this Agreement shall be in writing and shall be deemed given when delivered by hand or professional courier or express delivery service to the address of the Party to be noticed as set forth below or to such other address as such Party last provided to the other by written notice.

XTI Aircraft Company
Address: 8123 Interport Blvd.
Englewood, CO 80112

Attn: Scott Pomeroy
Email: [REDACTED]

Consultant
Address: [REDACTED]

Attn: Nadir Ali
Email: [REDACTED]

8. Non-Solicitation; Conflict of Interest. As additional protection for Proprietary Information, Consultant agrees that during the period over which it is to be providing the Services: and for one year thereafter, Consultant will not directly or indirectly encourage or solicit any employee, consultant, customer, vendor, contractor or any other person or entity with which Company or any of its affiliates, has a business relationship to cease doing business with Company, or any of its affiliates, or in any way interfere with the relationship between Company, or any of its affiliates, and such persons and entities.

9. [Intentionally Omitted]

10. Publicity. Consultant shall make no public announcements or engage in any marketing or promotion concerning this Agreement, or the work performed hereunder without the advance written consent of Company.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. **Each of Company and Consultant waives any right it, he or she may otherwise have to a trial by jury in any action to enforce the terms of this Agreement**.

12. Arbitration. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in the State of Colorado, County of Denver. The arbitrator shall be selected, and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall apply Colorado law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction located within the State of Colorado, County of Denver for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. If any court or arbitrator finds that any term makes this arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term to the minimum extent necessary to make this arbitration agreement enforceable and, to the extent this arbitration agreement as a whole is deemed unenforceable for any reason, the Parties agree that the venue of any litigation or dispute between the Parties shall be exclusively in Denver, Colorado.

13. Legal Counsel. Consultant acknowledges and agrees that Consultant (a) has been afforded a reasonable opportunity to review this Agreement, to understand its terms and to discuss it with an attorney of Consultant's choice, and (b) knowingly and voluntarily entered into this Agreement.

14. Miscellaneous. This Agreement sets forth the entire and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes and merges all prior and contemporaneous agreements or understandings, whether written or oral, with respect to its subject matter. Any breach of Section 2, 3, 8 or 9 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have entered into this Consulting Agreement as of the Effective Date.

COMPANY	**CONSULTANT**
XTI Aerospace, Inc.	
/s/ Scott Pomeroy	/s/ Nadir Ali
Signature	Signature
Name: Scott Pomeroy	Name: Nadir Ali
Title: Chief Financial Officer	Title: Member
Date: March 12, 2024	Date: March 12, 2024

[*Signature Page to Consulting Agreement*]

EXHIBIT A
Form of Statement of Work

This Statement of Work is issued under and subject to all of the terms and conditions of the Consulting Agreement dated as of March 12, , 2024, by and between Company and Consultant.

SERVICES

Company hereby engages Consultant as an advisor to management with respect to his knowledge and expertise on an as-needed basis regarding matters related to Company's public company reporting and compliance matters and other matters related to the development of strategies in connection with public company financing, business opportunities and other strategic transactions including mergers and acquisitions transactions (the "**Services**").

Consultant shall be responsible for providing the Services during the Term to the Company's chief executive officer, who shall be Consultant's primary point of contact, or such other persons as Company may specify during the term of this Agreement. The Services will be based, in whole or in part, upon information made available by Company to Consultant during this engagement.

FEES / EXPENSES

Fees. In exchange for the Services, Company shall pay to Consultant a cash monthly fee in the amount of $1,500,000 (the "**Service Fee**"), due on or before the fifteenth day of each calendar month during the Term. Payment for partial calendar months during the Term shall be prorated.

In addition, Company shall pay Consultant (a) the amount of $1,500,000 due on the date that is three (3) months following the Effective Date, and (b) the aggregate amount of $4,500,000, due and payable in twelve (12) equal monthly installment payments of $375,000 each, commencing on the date that is four (4) months following the Effective Date (the payments described in (a) and (b), each an "**Equity Payment**" and collectively the "**Equity Payments**"). Each Equity Payment may be made, in Company's discretion, in (i) cash, (ii) fully vested shares of Company common stock ("**Shares**") under the Company's 2018 Employee Stock Incentive Plan or a successor equity incentive plan (the "**Equity Plan**"), or a combination of (i) and (ii). To the extent all or a portion of an Equity Payment is made in Shares, such Shares shall be valued based on the closing price per share on the date on which the Equity Payment is made. Company covenants and agrees that the issuance of any Shares to Consultant in settlement of any Equity Payment shall (a) comply with all applicable laws (including the requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the applicable requirements of any securities exchange or similar entity, and (b) shall be covered by an effective registration statement on Form S-8, or on such other form as may be appropriate. In connection with any Equity Payment delivered in Shares, Consultant shall execute a customary award agreement, containing customary covenants and representations in substantally the form attached here as Schedule 1.

In addition, subject to compliance with Section 15(b)(13) of Securities Exchange Act of 1934, as amended, and any applicable state securities laws, for Services involving Consultant finding prospective merger or acquisition targets for the Company or its affiliates, it is the intention of the parties that Consultant shall be eligible for a bonus upon the success of delivered services. Such bonus will be negotiated and subject to mutual agreement by Company and Consultant.

Expenses. Company will reimburse Consultant for non-ordinary out-of-pocket expenses reasonably incurred by Consultant in connection with the performance of the Services. All reimbursable expenses must be pre-approved in writing by Company. An itemized expense statement must be submitted, including substantiating receipts, with monthly invoice, if applicable.

TIMELINE / COMPLETION DATE

Services will commence on the Effective Date and will remain in effect during the Term unless terminated earlier in accordance with the provisions of the Consulting Agreement.

Schedule 1

INPIXON

2018 EMPLOYEE STOCK INCENTIVE PLAN

RESTRICTED STOCK AWARD GRANT NOTICE

Inpixon, a Nevada corporation, (the "**Company**"), pursuant to the Inpixon 2018 Employee Stock Incentive Plan, as amended from time to time (the "**Plan**"), hereby grants to the individual listed below (the "**Participant**"), in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the number of shares of the Company's Common Stock set forth below (the "**Shares**"). This Restricted Stock award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Award Agreement attached hereto as Exhibit A (the "**Restricted Stock Agreement**") (including without limitation the restrictions on the Shares set forth in Section 2.2 of the Restricted Stock Agreement (the "**Restrictions**")) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Award Grant Notice (the "**Grant Notice**") and the Restricted Stock Agreement.

Participant: _____

Grant Date: _____, 20__

Total Number of Shares of Restricted Stock: _____ Shares

Vesting Commencement Date: Not applicable.

Vesting Schedule: Fully vested and non-forfeitable on the Grant Date.

By his or her signature and the Company's signature below, the Participant agrees to be bound by the terms and conditions of the Plan, the Restricted Stock Agreement and this Grant Notice. The Participant has reviewed the Restricted Stock Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Restricted Stock Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Grant Notice and/or the Restricted Stock Agreement. In addition, by signing below, the Participant also agrees that the Company or any affiliate of the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 2.2(c) of the Restricted Stock Agreement by (i) withholding shares of Common Stock otherwise issuable to the Participant upon vesting of the shares of Restricted Stock, (ii) instructing a broker on the Participant's behalf to sell shares of Common Stock otherwise issuable to the Participant upon vesting of the shares of Restricted Stock and remit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 2.2(c) of the Restricted Stock Agreement or the Plan. If the Participant is married, his or her spouse has signed the Consent of Spouse attached to this Grant Notice as Exhibit B.

INPIXON

By: _____

PARTICIPANT

_____

(Signature)

_____

(Print name)

_____

(Address)

EXHIBIT A

TO RESTRICTED STOCK AWARD GRANT NOTICE

RESTRICTED STOCK AWARD AGREEMENT

Pursuant to the Restricted Stock Award Grant Notice (the "**Grant Notice**") to which this Restricted Stock Award Agreement (the "**Agreement**") is attached, Inpixon, a Nevada corporation (the "**Company**") has granted to the Participant the number of shares of Restricted Stock (the "**Shares**") under the Inpixon 2018 Amended and Restated Employee Stock Incentive Plan, as amended from time to time (the "**Plan**"), as set forth in the Grant Notice. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

ARTICLE I.

GENERAL

1.1 Incorporation of Terms of Plan. The Award (as defined below) is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

AWARD OF RESTRICTED STOCK

2.1 Award of Restricted Stock.

(a) Award. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan and this Agreement, effective as of the Grant Date set forth in the Grant Notice, the Company has granted to the Participant an award of Restricted Stock (the "**Award**") under the Plan in consideration of the Participant's past and/or continued employment with or service to the Company or the Company's affiliates, and for other good and valuable consideration which the Committee has determined exceeds the aggregate par value of the Common Stock subject to the Award as of the Grant Date. The number of Shares subject to the Award is set forth in the Grant Notice. The Participant is an employee, director or consultant of the Company or one of the Company's affiliates.

(b) Book Entry Form; Certificates. At the sole discretion of the Committee, the Shares will be issued in either (i) uncertificated form, with the Shares recorded in the name of the Participant in the books and records of the Company's transfer agent with appropriate notations regarding the restrictions on transfer imposed pursuant to this Agreement, and upon vesting and the satisfaction of all conditions set forth in Sections 2.2(b) and (d) hereof, the Company shall remove such notations on any such vested Shares in accordance with Section 2.1(e) below; or (ii) certificated form pursuant to the terms of Sections 2.1(c), (d) and (e) below.

(c) Legend. Certificates representing Shares issued pursuant to this Agreement shall, until all Restrictions (as defined below) imposed pursuant to this Agreement lapse or have been removed and the Shares have thereby become vested or the Shares represented thereby have been forfeited hereunder, bear the following legend (or such other legend as shall be determined by the Administrator):

> "THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE INPIXON EMPLOYEE STOCK INCENTIVE PLAN AND A RESTRICTED STOCK AGREEMENT. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE AT THE OFFICES OF INPIXON, 2479 E. BAYSHORE ROAD, SUITE 195, PALO ALTO, CA 94303."

(d) Escrow. The Secretary of the Company or such other escrow holder as the Committee may appoint may retain physical custody of any certificates representing the Shares until all of the Restrictions lapse or shall have been removed; in such event, the Participant shall not retain physical custody of any certificates representing unvested Shares issued to him or her. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to effect any transfer of unvested forfeited Shares (or Shares otherwise reacquired by the Company hereunder) to the Company as may be required pursuant to the Plan or this Agreement and to execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Removal of Notations; Delivery of Certificates Upon Vesting. As soon as administratively practicable after the vesting of any Shares subject to the Award pursuant to Section 2.2(b) hereof, the Company shall, as applicable, either remove the notations on any Shares subject to the Award issued in book entry form which have vested or deliver to the Participant a certificate or certificates evidencing the number of Shares subject to the Award which have vested (or, in either case, such lesser number of Shares as may be permitted pursuant to Section 2.2(c) of this Agreement). The Participant (or the beneficiary or personal representative of the Participant in the event of the Participant's death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances required by the Company. The Shares so delivered shall no longer be subject to the Restrictions hereunder.

2.2 Restrictions.

(a) Forfeiture. Notwithstanding any contrary provision of this Agreement, upon the Participant's Termination of Employment for any or no reason, any portion of the Award (and the Shares subject thereto) which has not vested prior to or in connection with such Termination of Employment (after taking into consideration any accelerated vesting and lapsing of Restrictions, if any, which may occur in connection with such Termination of Employment) shall thereupon be forfeited immediately and without any further action by the Company or the Participant, and the Participant shall have no further right or interest in or with respect to such Shares or such portion of the Award. For purposes of this Agreement, "**Restrictions**" shall mean the restrictions on sale or other transfer set forth in Section 3.2 hereof and the exposure to forfeiture set forth in this Section 2.2(a).

(b) Vesting and Lapse of Restrictions. Subject to Section 2.2(a) above, the Award shall vest and Restrictions shall lapse in accordance with the vesting schedule set forth in the Grant Notice (rounding down to the nearest whole Share, except in the case of the final vesting event). In addition, if a Change of Control occurs and the Participant remains an employee, director or consultant at least until immediately prior to the Change of Control, then the Award shall vest in full and Restrictions thereon shall lapse immediately prior to the occurrence of such Change of Control.

(c) Tax Withholding. The Company or the Company's affiliates shall be entitled to require a cash payment (or to elect, such other form of payment determined in accordance with Section 13 of the Plan) by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the grant or vesting of the Award or the lapse of the Restrictions hereunder. In satisfaction of the foregoing requirement with respect to the grant or vesting of the Award or the lapse of the Restrictions hereunder, unless otherwise determined by the Company, the Company or the Company's affiliates shall withhold Shares otherwise issuable under the Award having a fair market value equal to the sums required to be withheld by federal, state and/or local tax law. The number of Shares which shall be so withheld in order to satisfy such federal, state and/or local withholding tax liabilities shall be limited to the number of shares which have a fair market value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum applicable federal, state and/or local tax withholding rates. Notwithstanding any other provision of this Agreement (including without limitation Section 2.1(b) hereof), the Company shall not be obligated to deliver any new certificate representing Shares to the Participant or the Participant's legal representative or to enter any such Shares in book entry form unless and until the Participant or the Participant's legal representative, as applicable, shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of the Participant resulting from the grant or vesting of the Award or the issuance of Shares hereunder.

(d) Conditions to Delivery of Shares. Subject to Section 2.1 above, the Shares deliverable under this Award may be either previously authorized but unissued Shares, treasury Shares or Shares purchased on the open market. Such Shares shall be fully paid and nonassessable. Notwithstanding the foregoing, the issuance of such Shares shall not be delayed if and to the extent that such delay would result in a violation of Section 409A of Internal Revenue Code of 1986, as amended (the "**Code**"). In the event that the Company delays the issuance of such Shares because it reasonably determines that the issuance of such Shares will violate Section 17 of the Plan, such issuance shall be made at the earliest date at which the Company reasonably determines that issuing such Shares will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii).

2.3 Consideration to the Company. In consideration of the grant of the Award pursuant hereto, the Participant agrees to render faithful and efficient services to the Company or any affiliate of the Company.

ARTICLE III.

OTHER PROVISIONS

3.1 Section 83(b) Election. If the Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Participant would otherwise be taxable under Section 83(a) of the Code, the Participant hereby agrees to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

3.2 Restricted Stock Not Transferable. Until the Restrictions hereunder lapse or expire pursuant to this Agreement and the Shares vest, the Restricted Stock (including any Shares received by holders thereof with respect to Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall be subject to the restrictions on transferability set forth in Section 6.3(B) of the Plan.

3.3 Rights as Stockholder. Except as otherwise provided herein and in Sections 6.3(A), 6.3(B) and 6.3(C) of the Plan, upon the Grant Date, the Participant shall have all the rights of a stockholder of the Company with respect to the Shares, subject to the Restrictions, including, without limitation, voting rights and rights to receive any cash or stock dividends, in respect of the Shares subject to the Award and deliverable hereunder.

3.4 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of the Company's affiliates or shall interfere with or restrict in any way the rights of the Company and the Company's affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of the Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an affiliate of the Company and the Participant.

3.5 Governing Law. The laws of the State of Nevada shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.6 Conformity to Securities Laws. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and any and all applicable state and federal law (collectively, "**Applicable Law**"). Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.7 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board of Directors of the Company or an affiliate of the Company (if the affiliate, rather than the Company, is a party to the Agreement); provided, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of the Participant.

3.8 Notices. Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

3.9 Successors and Assigns. The Company or any affiliate of the Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company and its affiliates. Subject to the restrictions on transfer set forth in Section 3.2 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and affiliates of the Company and the Participant with respect to the subject matter hereof.

3.12 Limitation on the Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. The Plan, in and of itself, has no assets. The Participant shall have only the rights of a general unsecured creditor of the Company and affiliates of the Company with respect to amounts credited and benefits payable, if any, with respect to the Shares issuable hereunder.

INPIXON

By: _____

PARTICIPANT

_____

(Signature)

_____

(Print name)

_____

(Address)

EXHIBIT B

TO RESTRICTED STOCK AWARD GRANT NOTICE

CONSENT OF SPOUSE

I, , spouse of , have read and approve the Restricted Stock Award Grant Notice (the "**Grant Notice**") to which this Consent of Spouse is attached and the Restricted Stock Award Agreement (the "**Agreement**") attached to the Grant Notice. In consideration of issuing to my spouse the shares of the common stock of Inpixon set forth in the Grant Notice, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares of the common stock of Inpixon issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement.

Dated:

Signature of Spouse

Exhibit 10.6

FINAL EXECUTION

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made as of March 12, 2024, by and between Inpixon, a Nevada corporation ("**Company**"), and Wendy Loundermon ("**Consultant**"). Company and Consultant hereinafter are sometimes referred to, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, pursuant to that certain Merger Agreement, dated as of July 24, 2023, by and among Company, Inpixon Merger Sub Inc. ("**Merger Sub**") and XTI Aircraft Company ("**XTI**" and such agreement, the "**Merger Agreement**"), Merger Sub shall merge with and into XTI, whereupon the separate corporate existence of Merger Sub shall cease and XTI shall be the surviving corporation (the "**Transaction**"); and

WHEREAS, contingent upon and subject to the closing of the Transaction (the "**Closing**"), and provided this Agreement is accepted in full by Consultant, Company desires to engage Consultant, and Consultant is willing to accept such engagement, on the terms and subject to the conditions set forth herein, which will begin to apply as of the Closing (the "**Effective Date**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Consultant and Company agree as follows:

1. Services and Payment. Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with the applicable statement of work, a form of which is attached as Exhibit A hereto, which will be executed by both Parties (the "**Statement of Work**"). Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant. If Consultant intends to engage employees of Consultant to provide any of the Services, Consultant must first obtain the Company's written consent to so engage such employees including approval of the specific employees to be used ("**Consultant Personnel**"). Consultant agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party in connection with the Services or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant's own or any third party's (including without limitation Company's) confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company.

2. Ownership; Rights; Proprietary Information; Publicity; Other Obligations.

a. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with the Services or any Proprietary Information (as defined below) (collectively, "**Inventions**"). Consultant will promptly disclose and provide all Inventions to Company and will keep adequate and current written records of all Inventions, which records shall be available to and shall remain the sole property of Company. Consultant hereby makes, and agrees to make in the future, all assignments necessary to accomplish the foregoing ownership. Consultant represents, warrants and covenants that Consultant has obtained or will obtain, prior to having any particular Consultant Personnel perform Services, an assignment of such Consultant Personnel's rights in Inventions as needed to give effect to Company's ownership as contemplated above; provided, that no assignment is made that extends beyond what is allowed under applicable law. Consultant shall assist Company (and, where applicable, shall cause Consultant Personnel to assist Company), at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

b. If the provisions of Section 2(a) above are not adequate to vest sole and exclusive ownership of such rights in the Company by operation of law in any jurisdiction, Consultant agrees to and hereby does assign, grant and convey all ownership rights in the Inventions to Company effective as of/from the moment of its creation without the necessity of any other action by, or consideration from, any of the Parties. Company accepts such assignment, grant and conveyance. Consultant agrees to provide Company, at Company's expense, all assistance required to vest or perfect Company's exclusive ownership of the same and to cooperate with Company and do all acts requested by Company to evidence, establish, apply for, procure, register, record, maintain, enforce and defend Company's ownership rights on a prompt basis, but in any event within such time period(s) as required to enable Company to timely preserve or assert its rights in any country or region of the world. Consultant agrees to comply with all reasonable requests from Company related to securing, protecting, enforcing and defending Company's rights in the Inventions, including, without limitation, executing additional documents and/or instruments as reasonably requested by the Company, at the Company's expense, beyond that specifically provided for in this Agreement. Consultant represents and warrants that she has the right to grant the foregoing rights.

c. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, computer programs, technical drawings, algorithms, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or copyrightable not), improvements, schematics, customer lists and customer information, suppliers and supplier information, pricing information, product development, sales and marketing plans and strategies, personnel information, and other technical, business, financial, customer and product information), Consultant learns, develops or obtains in connection with the Services or that are received by or for Consultant in confidence, constitute "**Proprietary Information**." Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this Section 2(c) with respect to information (i) that is or becomes readily publicly available without restriction other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from a source other than the Company or its affiliates or any of their respective representatives, or (iii) that the Consultant is legally required to disclose pursuant to a subpoena, interrogatory, civil investigative demand or similar process. Upon termination or as otherwise requested by Company, Consultant will promptly return to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep Consultant's personal copies of Consultant's compensation records and this Agreement. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages), and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

d. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

e. Consultant represents that its performance of all terms of this Agreement as a consultant of Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Consultant prior or subsequent to the commencement of Consultant's consultant relationship with Company, and Consultant will not disclose to Company, or use, any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Consultant will not induce Company to use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Prior to the disclosure of any information that would constitute material non-public information of the company within the meaning of U.S. federal securities laws ("**MNPI**"), Company agrees to first notify Consultant that it desires to share information that may be considered MNPI in connection with providing the Services ("**Pre-Notice**"), and following receipt of such Pre-Notice, Consultant will either confirm her ability to receive such information or advise the Company that she is not able to receive such MNPI at such time and the expected date upon which she may receive such MNPI.

f. Consultant recognizes that Company has received and, in the future, will receive confidential or proprietary information from third parties subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees to treat such information as Proprietary Information in accordance with and to the same extent required by Section 2(c) hereof and not to use it except as necessary in carrying out Consultant's work for Company.

3. <u>Warranty and other Obligations</u>.

a. Consultant warrants that: (i) the Services will be performed according to standards and procedures established or approved by the Parties or otherwise consistent with the highest professional standards; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow itself to provide Company with the assignments and rights provided for herein and, in addition, Consultant will have each person who may be involved in any way with, or have any access to, any Services or Proprietary Information enter into (prior to any such involvement or access) a binding agreement for Company's benefit that contains provisions at least as protective as those contained herein; (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; (v) Consultant shall comply with all policies and procedures of the Company of which Consultant has knowledge through the training or otherwise provided to Consultant by the Company; and (vi) if Consultant's work requires a professional license, Consultant has obtained that license and the license is in full force and effect.

b. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend Company and all of its directors, officers, employees and agents from and against all claims, losses, injury, damage, withholdings and legal liability, including attorney's fees and litigation costs, caused by the gross negligence, recklessness or willful misconduct of Consultant or Consultant's employees, contractors and agents. Such indemnity shall extend to all claims, losses, injury, damage, and legal liability arising from or related to any infringement or violation of any patent, copyright, trade secret, license or other property or contractual right of any third party.

c. To the maximum extent permitted by law, Company shall indemnify, hold harmless and defend Consultant and all of its members, directors, officers, employees and agents from and against all claims, losses, injury, damage, withholdings and legal liability, including attorney's fees and litigation costs ("**Losses**"), caused by (i) the gross negligence, recklessness or willful misconduct of Company, Company's affiliates or their employees, contractors and agents, and (ii) the activities conducted by Consultant on behalf of Company in connection with the performance of the Services in accordance to this Agreement; except to the extent such Losses fall within the scope of indemnification obligations of Consultant under Section 3(b) above. Such indemnity shall extend to all claims, losses, injury, damage, and legal liability arising from or related to any infringement or violation of any patent, copyright, trade secret, license or other property or contractual right of any third party.

4. Term and Termination. This Agreement shall commence upon the Effective Date and shall continue in effect until (a) terminated pursuant to this Section 4 or (b) one year after the Effective Date, whichever is first to occur (the "**Term**"). The Company or the Consultant may, at each such party's option and upon written notice provided to the other party at least 60 days prior to the end of any Term, extend the Term for up to an additional one-year period upon the other party's written acceptance of such extension. Company may terminate this agreement at any time without notice if Consultant breaches a material provision of this Agreement and such breach has not been cured within 30 days following written notice or email notice of such purported breach sent by the Company to Consultant, if such breach is capable of being cured. Company also may terminate this Agreement at any time, upon 30 calendar days written or email notice, but Company shall upon such termination pay Consultant all unpaid, undisputed amounts due for the Services completed prior to the notice of such termination provided, however, if this Agreement is terminated by the Company prior to the six (6)-month anniversary of the Effective Date (the "**Guaranteed Period**") for any reason other than the gross negligence, recklessness or willful misconduct of Consultant or Consultant's employees, contractors and agents, or Consultant's willful refusal or failure to substantially perform the Services (each, "**Company Good Reason**"), the Advisory Fee due and owing for the remainder of the Guaranteed Period shall be payable according to the Advisory Fee payment schedule set forth in the Statement of Work. Consultant may terminate the Agreement upon 30 calendar days written notice (ii) anytime, in the event Company fails to pay the consideration when due and payable in accordance with the terms of this Agreement and such failure has not been cured within thirty (30) days, (iii) the gross negligence, recklessness or willful misconduct of Company or Company's employees, contractors and agents; or (iv) Company files for bankruptcy. Any termination by Consultant due to any of the reasons specified in subsections (ii) through (iv) shall be referred to as "**Consultant Good Reason**". In the event of a termination of this Agreement by Consultant for a Consultant Good Reason, the Advisory Fee payable for the remainder of the Guaranteed Period shall be payable according to the Advisory Fee payment schedule set forth in the Statement of Work. Sections 2 through 12 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration of this Agreement. Company may communicate the obligations contained in this Agreement to any other (or potential) client or employer of Consultant.

5. Relationship of the Parties; Independent Contractor; No Employee Benefits. Notwithstanding any provision hereof, Consultant is an independent contractor, and neither Consultant nor any Consultant Personnel is an employee, agent, partner or joint venture of Company, and neither Consultant nor any Consultant Personnel shall bind or attempt to bind Company to any contract. Consultant shall accept any reasonable and lawful directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant's provision of the Services hereunder, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. This Agreement shall not entitle Consultant nor any Consultant Personnel to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. This Agreement shall not entitle Consultant to any workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant or any Consultant personnel from the Company. Consultant will be solely responsible for the performance of all Consultant Personnel, for compensating such Consultant Personnel, and for complying with all laws and regulations applicable to its relationships with such Consultant Personnel. Without limiting the foregoing, Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. All fees payable to Consultant do not include any taxes and Company is not liable for any taxes that Consultant is legally obligated to pay. Consultant agrees to indemnify Company from all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, because of the foregoing or any breach of this Section 5. If the law requires Company to withhold taxes from payments to Consultant, Company may withhold those taxes and pay them to the appropriate taxing authority. If Consultant is an entity, it will ensure its employees and agents are bound in writing to Consultant's obligations under this Agreement.

6. Assignment. This Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may assign its rights and obligations under this Agreement in whole or part only to the Company's affiliated companies.

7. Notice. Unless otherwise provided herein, all notices under this Agreement shall be in writing and shall be deemed given when delivered by hand or professional courier or express delivery service to the address of the Party to be noticed as set forth below or to such other address as such Party last provided to the other by written notice.

XTI Aircraft Company
Address: 7625 S. Peoria St., Suite D11
Englewood, CO 80112

Attn: Scott Pomeroy
Email: [REDACTED]

Consultant
Address: [REDACTED]

Attn: Wendy Loundermon
Email: [REDACTED]

8. Non-Solicitation; Conflict of Interest. As additional protection for Proprietary Information, Consultant agrees that during the period over which it is to be providing the Services: and for one year thereafter, Consultant will not directly or indirectly encourage or solicit any employee, consultant, customer, vendor, contractor or any other person or entity with which Company or any of its affiliates, has a business relationship to cease doing business with Company, or any of its affiliates, or in any way interfere with the relationship between Company, or any of its affiliates, and such persons and entities.

9. [Intentionally Omitted]

10. Publicity. Consultant shall make no public announcements or engage in any marketing or promotion concerning this Agreement, or the work performed hereunder without the advance written consent of Company.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. **Each of Company and Consultant waives any right it, he or she may otherwise have to a trial by jury in any action to enforce the terms of this Agreement**.

12. Arbitration. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in the State of Colorado, County of Denver. The arbitrator shall be selected, and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall apply Colorado law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction located within the State of Colorado, County of Denver for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. If any court or arbitrator finds that any term makes this arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term to the minimum extent necessary to make this arbitration agreement enforceable and, to the extent this arbitration agreement as a whole is deemed unenforceable for any reason, the Parties agree that the venue of any litigation or dispute between the Parties shall be exclusively in Denver, Colorado.

13. Legal Counsel. Consultant acknowledges and agrees that Consultant (a) has been afforded a reasonable opportunity to review this Agreement, to understand its terms and to discuss it with an attorney of Consultant's choice, and (b) knowingly and voluntarily entered into this Agreement.

14. Miscellaneous. This Agreement sets forth the entire and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes and merges all prior and contemporaneous agreements or understandings, whether written or oral, with respect to its subject matter. Any breach of Section 2, 3, 8 or 9 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have entered into this Consulting Agreement as of the Effective Date.

COMPANY	**CONSULTANT**
XTI Aerospace, Inc.	
/s/ Scott Pomeroy	/s/ Wendy Loundermon
Signature	Signature
Name: Scott Pomeroy	Wendy Loundermon
Title: Chief Financial Officer	
Date: March 12, 2024	

[Signature Page to Consulting Agreement]

EXHIBIT A

Form of Statement of Work

This Statement of Work is issued under and subject to all of the terms and conditions of the Consulting Agreement dated as of March 12, 2024, by and between Company and Consultant.

SERVICES

Company hereby engages Consultant as an advisor to management with respect to her knowledge and expertise on an as-needed basis regarding the transition of the management of the Company's financial reporting function to ensure continuity of business operations during the Term ("**Advisory Services**").

In addition, Consultant will also assist Company on an as needed basis with the preparation and filing of Company's public company financial reporting and compliance matters including accounting, payroll, audit and tax compliance functions (the "**Financial Preparation Services**", together with the Advisory Services, the "**Services**").

Consultant shall be responsible for providing the Services during the Term to Brooke Martellaro, or the Company's Chief Financial Officer, who shall be Consultant's primary point of contact, or such other persons as Company may specify during the term of this Agreement. The Services will be based, in whole or in part, upon information made available by Company to Consultant during this engagement.

FEES / EXPENSES

Advisory Fees. In exchange for the Advisory Services, Company shall pay to Consultant an amount equal to $83,333 per month (the "**Advisory Fee**"), for the six month period following the Closing Date. The Advisory Fee, to the extent earned, shall be paid as follows:

(a) The first fifty percent (50%) of the earned Advisory Fee shall become payable upon the closing of a financing (whether a registered offering or private unregistered offering) in which the Company sells Qualifying Securities (as defined below) and receives an amount of gross proceeds that when added to the proceeds of previous sales of Qualifying Securities following the closing of the Contemplated Transaction equals $5 million (respectively, the "***First Financing***" and the "***Qualifying Financing Amount***"). As used herein, "Qualifying Securities" means any debt or equity securities other than debt or equity securities having a maturity date or a redemption right at the option of the holder of fewer than six (6) months following the issuance of that security.

(b) The remaining fifty percent (50%) of the earned Advisory Fee shall become payable upon the earlier of (i) the closing of a subsequent financing in which the Company receives an amount of gross proceeds that when added to the proceeds of previous sales of Qualifying Securities following the First Financing aggregates to at least $5 million or (ii) June 30, 2024 ("***Earned Date***").

(c) Following the Earned Date, the payable amount of the Advisory Fee shall be paid in cash in three (3) equal monthly installments, beginning on July 1, 2024, and on the first day of each month thereafter until paid in full.

(d) Notwithstanding the foregoing, in the event the Company is unable to raise a minimum of $5 million from the sale of Qualifying Securities as of June 30, 2024, Consultant shall work with the Company as necessary to amend the foregoing Advisory Fee payment schedule to ensure that the Company will have sufficient cash to support its operations.

(e) Notwithstanding anything contrary above, if the Company or any subsidiary of the Company pays cash bonuses related to the closing of the Transaction to the Company's or such subsidiary's employees or individual service providers, any then-unpaid earned Advisory Fee shall be paid to Consultant on an accelerated basis pursuant to a payment schedule that is substantially similar to the bonus payment schedule for such other bonuses.

Other Fees and Expenses: In exchange for the Financial Preparation Services, Company shall pay to Consultant an hourly fee in the amount of $300 per hour, billed in half hour increments. Company will reimburse Consultant for out of pocket expenses reasonably incurred by Consultant in connection with the performance of the Services. Consultant shall submit an invoice to the Company on the first day of each calendar month setting forth a description of the Services performed, hours expended, and such other fees and expenses (if any) for the prior month. Company will accept invoice by email to primary point of contact. Invoice payments of such other fees and expenses will be made within fifteen (15) business days after the date of invoice.

TIMELINE / COMPLETION DATE

Services will commence on the Effective Date and will remain in effect during the Term unless terminated earlier in accordance with the provisions of the Consulting Agreement.

Exhibit 10.7

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is dated as of March 22, 2024 (the "**Effective Date**") by and between Nadir Ali ("**Executive**"), and Inpixon, a Nevada corporation (the "**Company**").

R E C I T A L S

WHEREAS, Executive is currently employed by the Company as its Chief Executive Officer pursuant to the terms of that certain Amended and Restated Employment Agreement between Executive and the Company dated May 15, 2018 (the "**Employment Agreement**");

WHEREAS, pursuant to that certain Merger Agreement, dated as of July 24, 2023, by and among Company, Inpixon Merger Sub Inc. ("**Merger Sub**") and XTI Aircraft Company ("**XTI**" and such agreement, the "**Merger Agreement**"), Merger Sub shall merge with and into XTI, whereupon the separate corporate existence of Merger Sub shall cease and XTI shall be the surviving corporation as a wholly-owned subsidiary of the Company (the "**Transaction**"); and

WHEREAS, effective as of the Effective Time (as defined in the Merger Agreement, and the date on which the Effective Time occurs, the "**Effective Date**"), the parties hereto desire to amend the Employment Agreement as provided in this Amendment; provided that, if the consummation of the Transaction does not occur for any reason, this Amendment shall be null and void *ab initio.*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to amend the Employment Agreement as follows:

1. **Amendment**. Section 14(b)(ii) of the Employment Agreement is hereby amended to:

(a) Delete the clause "(1) continue to pay to Employee his Base Salary plus housing and transportation allowance and commissions Employee would have otherwise received, subject to customary payroll practices and withholdings, for twenty-four (24) months;" and insert in its place the following: "(1) pay to Employee the lump sum cash amount equal to $924,800.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;"

(b) Delete the clause "(2) upon termination or resignation, pay to Employee the value of 2x of any all bonuses (including but not limited to annual bonuses; discretionary bonuses; performance bonuses; performance bonuses; discretionary compensation; etc.)) that Employee otherwise would have potentially received pursuant to Section 5 hereof;" and insert in its place the following: "(2) pay to Employee the lump sum cash amount equal to $440,000.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;" and

(c) Delete the clause "(4) a lump sum payment equal to 24 months of COBRA premiums based on the terms of Company's group health plan and Executive's coverage under such plan as of the date of Termination (regardless of any COBRA election actually made by Executive of the actual COBRA coverage period under the Company's group health plan);" and insert in its place the following: "(4) pay to Employee the lump sum cash amount equal to $122,212.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;".

2. **Effect of Amendment**. This Amendment shall only serve to amend and modify the Employment Agreement to the extent specifically provided herein. All terms, conditions, provisions, and references of and to the Employment Agreement, which are not specifically modified, amended, and/or waived herein, shall remain in full force and effect and shall not be altered by any provisions herein contained. All prior agreements, promises, negotiations, and representations, either oral or written, relating to the subject matter of this Amendment that are not expressly set forth in this Amendment are of no force or effect.

3. **Miscellaneous**. This Amendment may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all counterparts taken together shall constitute one and the same instrument. This Amendment and the Employment Agreement (as amended hereby) constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and any and all prior agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, except for the Employment Agreement (as amended hereby), are superseded by this Amendment. Any provision of this Amendment that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective the date first set forth above.

INPIXON

/s/ Wendy Loundermon

By: Wendy Loundermon

Title: Chief Financial Officer

EXECUTIVE

/s/ Nadir Ali

Nadir Ali

Exhibit 10.8

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is dated as of March 12, 2024 (the "**Effective Date**") by and between Wendy Loundermon ("**Executive**"), and Inpixon, a Nevada corporation (the "**Company**").

R E C I T A L S

WHEREAS, Executive is currently employed by the Company as its Chief Financial Officer pursuant to the terms of that certain Employment Agreement between Executive and the Company dated October 1, 2014, as amended by the First Amendment to Employment Agreement dated July 24, 2023 (collectively, the "**Employment Agreement**");

WHEREAS, pursuant to that certain Merger Agreement, dated as of July 24, 2023, by and among Company, Inpixon Merger Sub Inc. ("**Merger Sub**") and XTI Aircraft Company ("**XTI**" and such agreement, the "**Merger Agreement**"), Merger Sub shall merge with and into XTI, whereupon the separate corporate existence of Merger Sub shall cease and XTI shall be the surviving corporation as a wholly-owned subsidiary of the Company (the "**Transaction**"); and

WHEREAS, effective as of the Effective Time (as defined in the Merger Agreement, and the date on which the Effective Time occurs, the "**Effective Date**"), the parties hereto desire to amend the Employment Agreement as provided in this Amendment; provided that, if the consummation of the Transaction does not occur for any reason, this Amendment shall be null and void *ab initio.*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to amend the Employment Agreement as follows:

1. **Amendment**. Section 7.1 of the Employment Agreement is hereby amended to:

(a) Delete the clause "(a) continue to pay to Employee her Base Salary then in effect, subject to customary payroll practices and withholdings, for twelve (12) months;" and insert in its place the following: "(a) pay to Employee the lump sum cash amount equal to $300,000.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;"

(b) Delete the clause "(b) within 45 days of termination or resignation, pay to Employee 100% of the value of any bonuses that Employee otherwise would have potentially received pursuant to Section 4.2 hereof;" and insert in its place the following: "(b) pay to Employee the lump sum cash amount equal to $180,000.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;" and

(c) Delete the clause "(e) upon termination or resignation pay any required COBRA premiums based on coverage then in effect for 12 months;" and insert in its place the following: "(e) pay to Employee the lump sum cash amount equal to $41,344.00, subject to applicable withholdings, on or as soon as practicable following the date that is twenty-one (21) days following Employee's termination date;".

2. **Effect of Amendment**. This Amendment shall only serve to amend and modify the Employment Agreement to the extent specifically provided herein. All terms, conditions, provisions, and references of and to the Employment Agreement, which are not specifically modified, amended, and/or waived herein, shall remain in full force and effect and shall not be altered by any provisions herein contained. All prior agreements, promises, negotiations, and representations, either oral or written, relating to the subject matter of this Amendment that are not expressly set forth in this Amendment are of no force or effect.

3. **Miscellaneous**. This Amendment may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all counterparts taken together shall constitute one and the same instrument. This Amendment and the Employment Agreement (as amended hereby) constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and any and all prior agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, except for the Employment Agreement (as amended hereby), are superseded by this Amendment. Any provision of this Amendment that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective the date first set forth above.

INPIXON

/s/ Nadir Ali

By: Nadir Ali
Title: Chief Executive Officer

EXECUTIVE

/s/ Wendy Loundermon

Wendy Loundermon

Exhibit 10.9

AMENDMENT
TO
INPIXON TRANSACTION BONUS PLAN

This AMENDMENT TO INPIXON TRANSACTION BONUS PLAN (this "**Amendment**") is adopted this 12th day of March 2024. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Inpixon Transaction Bonus Plan (the "**Plan**").

1. Amendments.

(a) Section 2 of the Plan is hereby amended to add the following new defined term:

"***Cause***" means a Participant's gross negligence, recklessness or willful misconduct in the performance of the Participant's duties on behalf of the Company and its subsidiaries and affiliates, in each case that causes demonstrable harm to the business or reputation of the Company.

(b) Section 3(a) of the Plan is hereby deleted and replaced with the following:

(a) Schedule 1 are each eligible for a cash bonus in the aggregate amount equal to 100% of their aggregate annual base salary and target bonus amount in effect as of the applicable Closing, provided, however, that the Company's payment of such bonus to a Participant may, in the Company's discretion, be conditioned on the Participant's timely execution and delivery of a Release of Claims and Confidentiality Agreement in a form determined by the Company that is reasonably consistent in all material respects with the form of Release of Claims and Confidentiality Agreement attached here as Exhibit A (the "***Release***"), and such Participant's non-revocation of the Release prior to the expiration of any revocation rights afforded to such Participant by applicable law;

(c) Section 3(b) of the Plan is hereby deleted and replaced with the following:

(b) Schedule 2 are eligible for a cash bonus based on the Transaction Value attributed to the applicable Contemplated Transaction or Qualifying Transaction, as calculated as set forth in Schedule 2 and, to the extent necessary, as adjusted under Section 4. Notwithstanding the foregoing, in no event will the total aggregate amounts payable pursuant to Schedule 2 exceed the amount equal to four percent (4%) *multiplied by* the Transaction Value.

(d) Section 3(c) of the Plan is hereby deleted and replaced with the following:

(c) Schedule 3 will be eligible for consideration of equity-based grants, including but not limited to, options, restricted stock awards, restricted stock units, or such other rights to acquire shares of the Company's common stock in connection with the applicable Closing, in such form and for such amounts as set forth on Schedule 3 or, if no such form or amount is specified for a participant on Schedule 3, in such form and for such amounts that may be approved by the Committee in its sole and absolute discretion. Except as otherwise provided on Schedule 3, nothing in this Section 3(c) shall require the Committee to grant equity to any Participant identified on Schedule 3.

(e) Section 4(a) of the Plan is hereby amended to add the following new subparagraph (iv):

(iv) Notwithstanding anything to the contrary contained in Section 4(a)(i) or (ii) above, any amount(s) payable to a Participant pursuant to Section 3(a) or Section 3(b) of the Plan in connection with the Closing Date that occurs upon consummation of the transactions contemplated by that certain Agreement and Plan of Merger ("***Merger Agreement***") by and among XTI Aircraft Company, a Delaware corporation ("***XTI***"), Superfly Merger Sub Inc., a Delaware corporation (the "***Merger Sub***"), and the Company providing for the merger of the Merger Sub with and into XTI, whereupon the separate corporate existence of the Merger Sub shall cease and XTI shall be the surviving corporation and a wholly owned subsidiary of the Company (the "***Merger***") shall become payable to the Participant, subject to the consummation of the XTI Merger as follows:

(1) The first fifty percent (50%) of any amounts payable pursuant to Section 3(a) or Section 3(b) of the Plan for each Participant, as applicable (the "***First Fifty Percent***"), shall become earned upon the earlier of closing of a financing (whether a registered offering or private unregistered offering) in which the Company sells Qualifying Securities (as defined below) and receives an amount of gross proceeds that when added to the proceeds of previous sales of Qualifying Securities following the closing of the Merger equals $5 million (the "***First Financing***") or June 30, 2024 (the "***Earned Date***"). As used herein, "Qualifying Securities" means any debt or equity securities other than debt or equity securities having a maturity date or a redemption right at the option of the holder of fewer than six (6) months following the issuance of that security.

(2) The remaining fifty percent (50%) of any amounts payable pursuant to Section 3(a) or Section 3(b) (the "***Remaining Fifty Percent***") will be earned upon the earlier of the closing of a subsequent financing in which the Company receives an amount of gross proceeds that when added to the proceeds of previous sales of Qualifying Securities following the First Financing aggregates to at least $5 million ("***Subsequent Financing***") or the Earned Date.

(3) Following the Earned Date, the First Fifty Percent will be paid in three (3) equal monthly installments, beginning on July 1, 2024, and on the first day of each month thereafter until the First Fifty Percent is paid in full. The Remaining Fifty Percent will be paid in three (3) equal monthly installments, beginning October 1, 2024 and on the first day of each month thereafter until the Remaining Fifty Percent is paid in full.

(4) A Participant's right to receive payment of the First Fifty Percent or the Second Fifty Percent is subject to the Participant's continuing employment or other service with the Company or any of its subsidiaries or affiliates until the date on which the payment is earned (as specified in clause (1) or (2) above); provided, however, that if a Participant's employment or service with the Company or any of its subsidiaries or affiliates terminates before the applicable payment is earned due to the involuntary termination of the Participant other than for Cause, such Participant will be deemed for this purpose to continue in employment or service with the Company and its subsidiaries and affiliates following the Participant's termination date until the date the applicable payment is earned. For purposes of this Section 4(a)(iv)(4), the term "Company" includes Grafiti LLC.

(5) Notwithstanding the foregoing, in the event the Company is unable to raise a minimum of $5 million from the sale of Qualifying Securities as of June 30, 2024, the Participants hereby designate and appoint the Participant Representative (defined below) to work with the Company as necessary to amend the payment schedule set forth in this Section 4(a) to ensure that the Company will have sufficient cash to support its operations. For this purpose the "***Participant Representative***" shall initially be Nadir Ali. If Nadir Ali cannot or refuses to serve the Participant Representative, then the Participant Representative shall be selected by the Company from among the other Participants entitled to receive any payment pursuant to Section 3(a) or Section 3(b) of the Plan.

(6) Notwithstanding anything contrary in this Section 4(a)(iv), if the Company or XTI pays cash bonuses related to the closing of the Merger to the Company's or XTI's employees or individual service providers who are not Participants ("***Non-Plan Transaction Bonuses***"), any then-unpaid payments to Participants pursuant to Section 3(a) or Section 3(b) shall be paid on an accelerated basis pursuant to a payment schedule that is substantially similar to the bonus payment schedule for the Non-Plan Transaction Bonuses. Conversely, if the Company agrees to an accelerated payment or more favorable payment terms of amounts payable pursuant to Section 3(a) or Section 3(b), all recipients of Non-Plan Transaction Bonuses shall receive similar treatment.

(f) *Schedule 2 of the Plan is hereby deleted and replaced with the following:*

Schedule 2

Participant	**Schedule 2 Bonus**
Nadir Ali	The amount (not less than zero dollars) equal to (a) 3.5% *multiplied by* the Transaction Value, *minus* (b) $6,000,000
Wendy Loundermon	The amount (not less than zero dollars) equal to (a) 0.5% *multiplied by* the Transaction Value, *minus* (b) $500,000

(g) *Schedule 3 of the Plan is hereby amended to provide that:*

*(i) Nadir Ali shall receive an award (the "**Award**") of fully vested shares of Company common stock ("**Shares**") issued under the Inpixon 2018 Employee Stock Incentive Plan or any successor equity incentive plan adopted by the Company (the "**Equity Plan**") on the date that is three (3) months following the Closing (the "**Grant Date**") covering a number of shares having a fair market value (based on the closing price per Share on the Grant Date) equal to $1,023,600. Notwithstanding the foregoing, Nadir Ali shall not be eligible to receive the Award if his Consulting Agreement with the Company dated as of March 12, 2024 (the "**Consulting Agreement**"), terminates before the Grant Date due to (a) Company Good Reason (as defined in the Consulting Agreement) or (b) termination by Nadir Ali for any reason other than Consultant Good Reason (as defined in the Consulting Agreement).*

(ii) Any amounts payable to any Participant in cash pursuant to the Plan, may be paid in Shares under the Equity Plan upon written agreement of the Company and such Participant.

2. Effect of Amendment. This Amendment shall only serve to amend and modify the Plan to the extent specifically provided herein. All terms, conditions, provisions, and references of and to the Plan, which are not specifically modified, amended, and/or waived herein, shall remain in full force and effect and shall not be altered by any provisions herein contained.

3. Effective Time of Amendment. This Amendment is effective as of immediately prior to the consummation of the Merger. If the Merger Agreement terminates for any reason without consummation of the Merger, this Amendment shall be null, void and of no force or effect.

EXHIBIT A

Release

RELEASE OF CLAIMS AND CONFIDENTIALITY AGREEMENT

THIS RELEASE OF CLAIMS AND CONFIDENTIALITY AGREEMENT ("Release"), by and between [_____] (referred to as "I" or "me") and Inpixon (the "Company").

1. I acknowledge and agree that my employment with the Company ended on March __, 2024 (the "Separation Date").

2. I acknowledge and agree that, with the payment of my final paycheck (including unpaid wages for the pay period that includes the Separation Date accrued and unpaid paid time off), I will have received all wages and compensation, including but not limited to regular wages, salary, commissions, vacation pay, sick pay, bonuses, discretionary bonuses, performance bonuses, incentive bonuses, cash or monetary compensation and benefits of any kind that were due and payable to me on or before the Separation Date. I acknowledge and agree that Schedule A accurately sets forth the amount of my final paycheck which will be paid to me on March 15, 2024.

3. I do hereby release and forever discharge as of the date upon which I execute this Release, the Company, and its parents, subsidiaries, successors, assigns, or other affiliates, and all of their respective present and former directors, officers, agents, representatives, employees, attorneys, and employee benefits plans (and the fiduciaries thereof), and all of their respective successors and assigns and direct or indirect owners (collectively, the "Released Parties") to the extent provided herein.

4. I understand that any severance payable to me under my Employment Agreement as amended on the date hereof **(**the "Severance") represents consideration for signing this Release, and is not and shall not be construed as, salary, wages or benefits to which I was already or otherwised entitled. I understand and agree that I will not receive the Severance unless I execute this Release and do not revoke this Release within the time period permitted herein.

5. I knowingly and voluntarily release and forever discharge the Company and the other Released Parties from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, charges, complaints, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date I execute this Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with the Company or any Released Party (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act; the Equal Pay Act of 1963; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1866; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; each as amended, to the extent permitted by applicable law, any "whistleblower" or retaliation claims; any applicable Executive Order; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims"). If any claim is not subject to release, to the extent permitted by applicable law, I waive any right or ability to be a class or collective action representative or otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which the Company or any of the other Released Parties is a party.

6. I certify that I have read all of this Release and that I fully understand the terms of this Release. I hereby expressly waive all of the benefits and rights granted to me pursuant to Section 1542 of the California Civil Code, and any similar provision or principle of common law in any other state or foreign jurisdiction. Section 1542 provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. I represent that I have made no assignment or transfer of Claim covered by Paragraphs 2 or 3 above.

8. I understand that the Release of Claims above includes a waiver of rights and claims which I may have arising under the Age Discrimination in Employment Act, as amended. In accordance with the Older Workers Benefit Protection Act:

a. I have been advised by the Company, in writing, to discuss this Release with an attorney, and that to the extent, if any, that I have desired, I have done so;

b. I am signing this Release, in exchange for good and valuable consideration in addition to anything of value to which I am otherwise entitled;

c. I have been given at least twenty-one (21) calendar days to review and consider this Release before signing it ("Consideration Period"), I understand that I may use as much of this Consideration Period as I wish prior to signing, and that except as expressly agreed in writing by the Company, no modification to this Release, material or otherwise, shall restart, extend or in any manner affect the original Consideration Period;

d. no promise, representation, warranty or agreements not contained herein have been made by or with anyone to cause me to sign this Release;

e. I understand that the Claims released do not include rights and claims that may arise after the date on which I sign this Release.

f. I have read this Release in its entirety, and fully understand and am aware of its meaning, intent, contents and legal effect; and

g. I am executing this release knowingly and voluntarily, and free of any duress or coercion.

9. In signing this Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this Release and that without such waiver the Company would not have agreed to the terms of the Plan. I further agree that I am not aware of any pending charge or complaint of the type described in Paragraphs 2 or 3 as of the execution of this Release.

10. Confidential Information

a. I understand and acknowledge that during the course of employment by the Company, I have had access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible, and intangible form, of and relating to the Company and its business and existing and prospective clients and other associated third parties ("Confidential Information"). I further understand and acknowledge that the Company has invested, and continues to invest, substantial time, money and knowledge into developing its resources, creating a client base, generating client and potential client lists, training its employees, and improving its services. I further understand and acknowledge that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information will result in substantial harm to the Company.

b. For purposes of this Release, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, client information, client lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company, including the Company's parents, subsidiaries, successors and affiliates or its businesses or any existing or prospective client, supplier, investor, or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

I understand and agree that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

I understand and agree that Confidential Information developed by me in the course of my employment by the Company shall be subject to the terms and conditions of this Release as if the Company furnished the same Confidential Information to me in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to me, provided that the disclosure is through no direct or indirect fault of me or person(s) acting on my behalf.

c. Disclosure and Use Restrictions. I agree and covenant:

(i) to treat all Confidential Information as strictly confidential;

(ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of my authorized employment duties to the Company or with the prior written consent of the Company's Chief Executive Officer ("CEO"), or one of the CEO's designees, acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and

(iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of my authorized employment duties to the Company or with the prior written consent of the Company's CEO, or one of the CEO's designees, acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

I understand and acknowledge that my obligations under this Release regarding any particular Confidential Information began immediately when I first had access to the Confidential Information (whether before or after I began employment with the Company) and shall continue [during and] after my employment by the Company until the time that the Confidential Information has become public knowledge other than as a result of my breach of this Release or breach by those acting in concert with me or on my behalf.

d. Notice of Immunity Under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Release, I am notified pursuant to the Defend Trade Secrets of 2016 that:

(i) I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company's trade secrets to my attorney and use the trade secret information in the court proceeding if I: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

e. Other Permitted Disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. I shall promptly provide written notice of any such order to an authorized officer of the Company within two (2) business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion. Further, I acknowledge and understand that nothing in this Release prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

11. Return of Company Property. I covenant and agree to promptly return to the Company all Company property including but not limited to Confidential Information that remain in my possession or control.

12. Notwithstanding anything herein, I do not, and this Release shall not operate to, release any Released Party from the following: any rights to payment of the Severance that has not been paid or provided as of the date I sign this Release; any rights to payment of amounts and benefits that become due and payable after the date I sign his Release under the Inpixon Transaction Bonus Plan, as amended; **[any rights arising under my Consulting Agreement with the Company];** any right to indemnification, contribution or advancement of expenses that I may have under statute, or any of the organizational documents or insurance policies (if applicable) of the Company as in effect from time to time; claims that may arise after the execution of this Release; or any other claims that cannot lawfully be released as a matter of law or public policy. Additionally, nothing in this Release is intended to or shall interfere with or be interpreted as a waiver of my right to make disclosures that are required by law or protected under the whistleblower provisions of any law, or to testify truthfully, without prior notice to the Company, when required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. However, the consideration provided to me in exchange for this Release shall be the sole relief provided to me by the Released Parties for claims that are released herein and I agree to waive any monetary or other personal relief against the Released Parties in connection with any such claim, charge, or proceeding, except that nothing in this Release shall be interpreted to prohibit or prevent me from recovering an award or filing or participating in any whistleblower complaint filed with the Securities and Exchange Commission.

13. I acknowledge and agree that, as of the date I execute this Release, I have not suffered any injury in workplace while employed by the Company or any of its parents, subsidiaries, successors, assigns, or other affiliates.

14. I agree that neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

15. If any provision of this Release shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, all unenforceable terms and provisions of this Release shall be deemed to be severable in nature, and the remainder of this Release shall remain in full force and effect.

BY SIGNING THIS RELEASE, I REPRESENT AND AGREE THAT:

(a) I HAVE READ IT CAREFULLY;

(b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967;

(c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(d) THE COMPANY HEREBY ADVISES ME TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(e) I (A) AM AN OFFICER OF THE COMPANY AND HAVE BEEN DIRECTLY INVOLVED IN THE NEGOTATION OF THIS RELEASE AND (B) HAVE HAD TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE AND ANY CHANGES MADE TO THIS RELEASE AFTER MY RECEIPT OF IT WILL NOT RESTART THE REQUIRED TWENTY-ONE (21) CALENDAR-DAY PERIOD;

(f) I UNDERSTAND THAT I HAVE SEVEN (7) CALENDAR DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT (AND ANY SUCH REVOCATION MUST BE IN WRITING AND DELIVERED BY HAND DELIVERY, OVERNIGHT MAIL OR FAX TO [_____], [*ADDRESS*], ATTENTION: [*NAME OR TITLE OF COMPANY EXECUTIVE FOR NOTICES*] AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(g) I HAVE SIGNED THIS RELEASE KNOWINGLY AND VOLUNTARILY; AND

(h) I AGREE THAT THIS RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND ME.

[*Signature Page Follows*]

EMPLOYEE

_____
[Employee Name]

Date: _____

COMPANY

By: _____

Name: [Company Representative]

Title: [____]

Date: [___]

[Signature Page to Exhibit A – Release of Claims and Confidentiality Agreement]

Exhibit 10.10

ACKNOWLEDGMENT AGREEMENT

This Acknowledgment Agreement (this "Acknowledgment") is delivered by _____ ("Employee") as of the date set forth below.

Employee is employed by Inpixon, a Nevada corporation (the "Company"), and is currently a participant in the Company's Transaction Bonus Plan dated July 24, 2023 (the "Transaction Bonus Plan").

Employee is listed on Schedule 1 of the Transaction Bonus Plan (a "Schedule 1 Participant").

Pursuant to that certain Merger Agreement, dated as of July 24, 2023, by and among Company, Inpixon Merger Sub Inc. ("Merger Sub") and XTI Aircraft Company ("XTI" and such agreement, the "Merger Agreement"), Merger Sub shall merge with and into XTI, whereupon the separate corporate existence of Merger Sub shall cease and XTI shall be the surviving corporation as a wholly-owned subsidiary of the Company (the "Transaction").

The Transaction, if consummated, will constitute a Contemplated Transaction under the Transaction Bonus Plan.

The Transaction is currently expected to be consummated on or about March 12, 2024 (the "Closing Date").

As a Schedule 1 Participant, Employee is entitled to receive a cash bonus in the aggregate amount equal to 100% of Employee's aggregate annual base salary and target bonus amount in effect as of the Closing Date, subject to Employee's execution, delivery and non-revocation of a Release of Claims and Confidentiality Agreement in substantially the form attached as Exhibit A to the Transaction Bonus Plan (a "Schedule 1 Transaction Bonus").

Section 6 of the Transaction Bonus Plan provides that the Compensation Committee of the Company's Board of Directors (the "Committee") may amend or terminate the Transaction Bonus Plan in any manner in its sole discretion before the Closing Date.

To ensure the Company has sufficient liquidity to continue operations and fund the obligations to its employees, on March 11, 2024, the Committee amended the Transaction Bonus Plan pursuant to the amendment attached hereto as Exhibit A (the "Amendment"), which Amendment amends the Transaction Bonus Plan to, among other things, change the timing of and impose certain additional conditions on the of payment of Schedule 1 Transaction Bonuses.

In consideration of Employee's continued employment and the continued compensation benefits to be received by Employee from the Company (or a subsidiary), Employee hereby acknowledges and agrees that follows:

1. Employee has received, read, understands and consents to the Amendment and the terms of the Transaction Bonus Plan as amended by the Amendment; and

2. Employee, on behalf of Employee and Employee's heirs, successors, and assigns, irrevocably and forever waives and releases the Company from any and all rights to payment of Employee's Schedule 1 Transaction Bonus except pursuant to and as provided under the terms of the Transaction Bonus Plan as amended by the Amendment.

IN WITNESS WHEREOF, Employee is entering into this Acknowledgment effective as of March 11, 2024.

[NAME]

EXHIBIT A

Amendment to Transaction Bonus Plan

A copy of the Amendment to Transaction Bonus Plan is provided under Exhibit 10.9 to this Form 8-K.