

BOXLIGHT CORP

FORM 8-K (Current report filing)

Filed 10/06/26 for the Period Ending 09/30/26

Address	2750 PREMIERE PARKWAY, SUITE 900 DULUTH, GA, 30097
Telephone	676-367-0809
CIK	0001624512
Symbol	BOXL
SIC Code	8200 - Services-Educational Services
Industry	Electronic Equipment & Parts
Sector	Technology
Fiscal Year	12/31

**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): September 30, 2026

BOXLIGHT CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	001-37564	36-4794936
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2750 Premiere Parkway, Ste. 900
Duluth, Georgia 30097
(Address Of Principal Executive Offices) (Zip Code)

678-367-0809
(Registrant's Telephone Number, Including Area Code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing 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
Class A Common Stock, par value \$0.0001 per share	BOXL	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.**Series D – First Amendment to Securities Purchase Agreement**

As previously disclosed by the Company in its Current Report on Form 8-K filed with the Securities and Exchange Commission on August 11, 2026 (the “August 8-K”), on August 5, 2026, the Company entered into a Securities Purchase Agreement (the “Series D SPA”) with Shakawe Capital LLC, ClearThink Capital Partners LLC, and Secure Net Capital LLC (collectively, the “Series D Purchasers”), pursuant to which the Company agreed to issue and sell an aggregate of 937,500 shares of the Company’s Series D Convertible Preferred Stock, par value \$0.0001 per share (the “Series D Preferred Stock”), with a stated value of \$10.00 per share (aggregate stated value of \$9,375,000), at a purchase price of \$8.00 per share (reflecting a 20% original issue discount), for an aggregate subscription amount of \$7,500,000, payable in two tranches as described in the August 8-K. The terms of the Series D Preferred Stock are set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series D Convertible Preferred Stock (the “Series D CoD”), which was filed with the Secretary of State of the State of Nevada pursuant to NRS 78.1955 on August 6, 2026.

On September 30, 2026, the Company and each of the Series D Purchasers entered into a First Amendment to Securities Purchase Agreement (the “Series D SPA Amendment”), governed by the laws of the State of New York, pursuant to which the parties amended the Series D SPA to, among other things, incorporate and consent to the Certificate of Amendment to the Series D CoD described below under Items 3.03 and 5.03. Pursuant to the Series D SPA Amendment, each Series D Purchaser consented to the Certificate of Amendment, including the amendment and restatement of Section 4 and the addition of new Section 15(d) of the Series D CoD, waived any and all rights, claims, or objections arising in connection therewith, and acknowledged that such amendments do not constitute a breach or default under the Series D SPA or the Series D CoD.

Series E – Securities Purchase Agreement

On September 30, 2026, the Company entered into a Securities Purchase Agreement (the “Series E SPA”) with J.J. Astor & Co., a Utah corporation (“J.J. Astor”), pursuant to which the Company agreed to issue and sell 106,250 shares of the Company’s newly designated Series E Convertible Preferred Stock, par value \$0.0001 per share (the “Series E Preferred Stock”), with a stated value of \$10.00 per share (aggregate stated value of \$1,062,500), at a purchase price of \$8.00 per share (reflecting a 20% original issue discount), for an aggregate subscription amount of \$850,000. The Series E Preferred Stock is convertible into shares of the Company’s Class A Common Stock, par value \$0.0001 per share (the “Class A Common Stock”), in accordance with the terms of the Series E CoD (as defined below).

Net proceeds from the offering are expected to be used for general corporate purposes, including working capital and potential acquisitions, but expressly may not be used for (i) the repayment of indebtedness (other than trade payables incurred in the ordinary course of business), (ii) the redemption of shares of common stock or common stock equivalents, or (iii) the settlement of any pending or threatened litigation.

The Series E SPA contains customary representations, warranties, and covenants of the Company, including, among others, covenants that, while the Series E Preferred Stock remains outstanding, the Company will not, subject to certain exceptions (including Exempt Issuances as defined therein), (a) issue shares of Class A Common Stock or common stock equivalents, (b) incur indebtedness, or (c) file registration statements (other than pursuant to the Registration Rights Agreement described below and on Form S-8). The Company also agreed not to enter into any Variable Rate Transactions (as defined therein), other than with respect to the existing equity line of credit with Secure Net Capital LLC pursuant to the Equity Purchase Agreement dated August 5, 2026 (the “ELOC”). In addition, the Company is prohibited from effecting any reverse or forward stock split without the consent of the holders of a majority of the outstanding Series E Preferred Stock until the later of (x) 180 days after the Release Date (as defined therein) and (y) the date on which no shares of Series E Preferred Stock remain outstanding, except for a reverse stock split of up to 500:1 or as required to meet applicable listing standards.

The Company has covenanted to hold a stockholder meeting within 180 days of the Initial Issuance Date (as defined therein) (and every 30 days thereafter until obtained) to obtain the Required Stockholder Approvals (as defined therein) under Nasdaq Listing Rules 5635(b), (c), and (d). The Series E SPA also contains covenants regarding most-favored-nation treatment, equal treatment of holders, lock-up agreements, public information failure payments (5% of the subscription amount per 30-day period), legend removal liquidated damages, indemnification, filing of a Form D, and the obligation to file a Current Report on Form 8-K attaching the transaction documents as exhibits and to issue a press release by the Disclosure Time (as defined therein). The Company further covenanted to deliver the Series D Consent (as defined below) within 30 days of the Closing Date (as defined in the Series E SPA).

Michael Pope, the Chairman of the Board of Directors (the “Board”) of the Company, is also the Chief Executive Officer of J.J. Astor. In light of this relationship, Mr. Pope disclosed his interest in the Series E transactions described in this Item 1.01, recused himself from all deliberations and votes relating thereto, and did not participate in the Board’s consideration or approval of such transactions. Such transactions were reviewed, considered, and unanimously approved by the disinterested members of the Board (Carine Clark, Peter Fittin, Tiffany Kuo, and Mark Elliott) by unanimous written consent effective September 30, 2026.

Series E – Registration Rights Agreement

On September 30, 2026, the Company and J.J. Astor entered into a Registration Rights Agreement (the “Series E RRA”), pursuant to which the Company agreed to file a resale registration statement (or confidential submission thereof) covering the shares of Class A Common Stock issuable upon conversion of the Series E Preferred Stock (the “Registrable Securities”) within 30 calendar days after the Closing Date and to cause such registration statement to become effective by the earlier of (i) 60 calendar days after the Closing Date and (ii) the second (2nd) trading day after the Company receives notice from the Securities and Exchange Commission that such registration statement will not be reviewed. In the event the Company fails to satisfy certain filing or effectiveness deadlines, the Company will be required to pay liquidated damages equal to 5% of the subscription amount on each such Event Date (as defined therein) and on each 30-day anniversary thereafter until cured, with interest accruing at the rate of 18% per annum on late payments. The Company is responsible for all registration expenses. Pursuant to the Series E RRA, the Company agreed not to file any other registration statements (other than amendments to previously filed registration statements) until all Registrable Securities have been registered.

Series D – Consent, Waiver and Ratification

On October 6, 2026, holders representing a majority of the outstanding shares of Series D Preferred Stock (the “Series D Majority Holders”) executed and delivered a Consent, Waiver and Ratification (the “Series D Consent”), governed by the laws of the State of Nevada, pursuant to which the Series D Majority Holders, among other things:

- consented, pursuant to Sections 15 and 18 of the Series D CoD (nunc pro tunc as necessary), to the creation, authorization, and issuance of the Series E Preferred Stock and the execution and delivery of the Series E Documents (as defined therein), including the treatment of the Series E Preferred Stock as a Variable Rate Transaction;

- waived the provisions of Section 4.10 (Subsequent Equity Sales) of the Series D SPA, the most-favored-nation, participation/equal treatment, and related provisions with respect to the issuance of the Series E Preferred Stock;
- waived any breach, Event of Default, Default Premium, or Default Dividend that might otherwise arise in connection with the foregoing; and
- as holders of 50.1% of the Series D RRA Registrable Securities, consented pursuant to Sections 6.2 and 6.5 of the Registration Rights Agreement dated August 5, 2026 (the “Series D RRA”), to the registration of the shares of Class A Common Stock issuable upon conversion of the Series E Preferred Stock, including by means of a pre-effective amendment to the Company’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on September 22, 2026.

No consideration was paid to the Series D Majority Holders in connection with the Series D Consent. J.J. Astor is an express third-party beneficiary of the Series D Consent. The Series D Consent was acknowledged by the Company (by Jennifer Grabow, Interim Chief Financial Officer) and by J.J. Astor (by Michael Pope, Executive Chairman).

The foregoing descriptions of the Series D SPA Amendment, the Series E SPA, the Series E RRA, and the Series D Consent do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.1, 10.2, 10.3, and 10.4, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 above regarding the Series E SPA and the issuance of the Series E Preferred Stock is incorporated herein by reference.

The shares of Series E Preferred Stock (and the shares of Class A Common Stock issuable upon conversion thereof) were offered and sold in a private placement exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(2) thereof and Rule 506(b) of Regulation D promulgated thereunder, to an accredited investor, without general solicitation or advertising. The aggregate subscription amount for the Series E Preferred Stock is \$850,000, representing 106,250 shares at a purchase price of \$8.00 per share (aggregate stated value of \$1,062,500, reflecting a 20% original issue discount). The Company relied on J.J. Astor’s representations, including as to its status as an “accredited investor” under Rule 501(a) of Regulation D. Appropriate legends were affixed to the securities issued in the offering.

Item 3.03 Material Modification to Rights of Security Holders.

Series D Certificate of Amendment

On September 30, 2026, the Company filed the Certificate of Amendment to the Series D CoD with the Secretary of State of the State of Nevada, effective upon filing. The Certificate of Amendment was adopted with the approval of the Board and the approval of the holders of a majority of the outstanding shares of Series D Preferred Stock. The Certificate of Amendment amended and restated Section 4 (Liquidation) of the Series D CoD to provide that, upon any voluntary or involuntary liquidation, dissolution, or winding up of the Company, after payment in full of all amounts owed to holders of Senior Securities (as defined therein) and pari passu with holders of Pari Passu Securities (as defined therein), and before any distribution to holders of Class A Common Stock or Junior Securities (as defined therein), each holder of Series D Preferred Stock will receive an amount equal to the number of shares of Series D Preferred Stock held by such holder multiplied by \$10.00 (the stated value), with ratable sharing among holders if the Company’s assets are insufficient. The amended Section 4 expressly provides that the liquidation preference will no longer be triggered by a merger, a sale of substantially all assets, or a sale of stock.

The Certificate of Amendment also added a new Section 15(d) to the Series D CoD, which provides that the Company may not, without the prior approval of the holders of a majority of the outstanding shares of Series D Preferred Stock, consummate or enter into any agreement providing for any transaction in which: (i) the Company merges or consolidates with or into another entity; (ii) the Company or any subsidiary sells, leases, licenses, or otherwise disposes of all or substantially all of its assets; (iii) any tender offer or exchange offer is made and accepted by holders of more than 50% of the outstanding shares of Class A Common Stock or more than 50% of the voting power of all then-outstanding securities; (iv) any reclassification, reorganization, or recapitalization of the Class A Common Stock or any compulsory share exchange occurs; or (v) any stock purchase agreement or other business combination results in any person or group acquiring more than 50% of the outstanding shares of Class A Common Stock or more than 50% of the voting power.

These amendments to the Series D CoD may affect the rights of holders of the Company's Class A Common Stock by, among other things, modifying the terms under which distributions are made to preferred and common stockholders upon a liquidation event and imposing additional protective provisions that may limit certain fundamental transactions without Series D holder approval.

Series E Certificate of Designation

On September 30, 2026, the Company filed the Certificate of Designation of Preferences, Rights and Limitations of Series E Convertible Preferred Stock (the "Series E CoD") with the Secretary of State of the State of Nevada, effective upon filing, designating up to 106,250 shares of Series E Preferred Stock. As described in Item 5.03 below, the Series E Preferred Stock ranks senior to the Company's Class A Common Stock, Class B Common Stock, and all other junior securities, pari passu with parity securities, and junior to the Series D Preferred Stock and senior secured debt. The Series E Preferred Stock contains variable conversion price provisions and protective provisions that may materially affect the rights of holders of Class A Common Stock, including:

- a conversion price equal to the greater of the Adjusted Floor Price (as defined in the Series E CoD) and 80% of the lowest closing price of the Class A Common Stock during the five (5) trading days immediately preceding the conversion date, which variable conversion feature may result in significant dilution to holders of Class A Common Stock;
- a Floor Price initially set at \$0.95 (20% of the Nasdaq Minimum Price (as defined therein)), subject to downward adjustment on each six-month anniversary and full-ratchet anti-dilution reset in certain circumstances, which may further increase dilution;
- a 19.99% Exchange Cap on the shares issuable upon conversion under Nasdaq Listing Rule 5635(d) until Required Stockholder Approvals are obtained;
- a 19.99% Beneficial Ownership Limitation;
- cumulative default dividends of 20% per annum, payable in kind by increasing the stated value, upon the occurrence of certain Dividend Trigger Events;
- a liquidation preference of \$10.00 per share (aggregate shares outstanding multiplied by \$10.00), senior to the Class A Common Stock;
- voting rights on an as-converted basis with the Class A Common Stock (capped at 19.99% of the voting power as of the Closing Date until Required Stockholder Approvals are obtained); and
- protective provisions requiring the consent of holders of a majority of the outstanding Series E Preferred Stock prior to, among other things, any adverse alteration of the rights of the Series E Preferred Stock, any issuance of additional shares of Series E Preferred Stock, or any Variable Rate Transaction (other than the ELOC).

The information set forth in Item 1.01 above regarding the Series E SPA, the Series D SPA Amendment, and the Series D Consent, and in Item 5.03 below regarding the Certificate of Amendment and the Series E CoD, is incorporated herein by reference.

The foregoing descriptions are qualified in their entirety by reference to the full text of the Certificate of Amendment and the Series E CoD, copies of which are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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

Certificate of Amendment to Series D Certificate of Designation

On September 30, 2026, the Company filed a Certificate of Amendment to the Series D CoD (the “Certificate of Amendment”) with the Secretary of State of the State of Nevada pursuant to NRS 78.1955, effective upon filing. The Certificate of Amendment was signed by Michael Pope, Chairman of the Board, and was adopted with the approval of the Board and the approval of the holders of a majority of the outstanding shares of Series D Preferred Stock.

The Certificate of Amendment amended and restated Section 4 (Liquidation) of the Series D CoD and added a new Section 15(d) (Protective Provision), each as described in greater detail under Item 3.03 above, which description is incorporated herein by reference.

A copy of the Certificate of Amendment is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Certificate of Designation – Series E Convertible Preferred Stock

On September 30, 2026, the Company filed the Series E CoD with the Secretary of State of the State of Nevada, effective upon filing, designating up to 106,250 shares of Series E Preferred Stock with a par value of \$0.0001 per share and a stated value of \$10.00 per share. The Series E CoD was signed by Jennifer Grabow, Interim Chief Financial Officer of the Company.

The material terms of the Series E Preferred Stock, as set forth in the Series E CoD, include the following:

Ranking. Senior to the Class A Common Stock, Class B Common Stock, and all other junior securities; pari passu with parity securities; junior to the Series D Preferred Stock and senior secured debt.

Dividends. No regular dividends. Cumulative default dividends of 20% per annum, payable in kind by increasing the stated value, accrue upon a Dividend Trigger Event, which means the earliest to occur of (i) an Event of Default (as defined therein) and (ii) any date on which the Class A Common Stock trades below the Floor Price then in effect for a period of five (5) consecutive days.

Liquidation Preference. \$10.00 per share (aggregate shares outstanding multiplied by \$10.00), payable upon any voluntary or involuntary liquidation, dissolution, or winding up of the Company, after payment of Senior Securities and pari passu with Pari Passu Securities.

Conversion. Optional conversion on or after the Initial Issuance Date (as defined therein), but only after the conversion or redemption of all outstanding shares of Series D Preferred Stock or, if earlier, upon the earlier of (x) 180 days after the Initial Issuance Date and (y) the date on which Required Stockholder Approvals are obtained. The conversion price equals the greater of (A) the Adjusted Floor Price and (B) 80% of the lowest closing price of the Class A Common Stock during the five (5) trading days immediately preceding the applicable conversion date. The number of shares of Class A Common Stock issuable upon conversion of each share of Series E Preferred Stock equals \$10.00 (the stated value) divided by the conversion price.

Floor Price. Initially \$0.95 (20% of the Nasdaq Minimum Price). The Adjusted Floor Price is reset on each six-month anniversary to the lower of the then-current Floor Price and 20% of the lower of (i) the closing price or (ii) the five-day average closing price on such date. A full-ratchet anti-dilution reset applies if the Company issues securities below the Floor Price at any time after six (6) months following the Registration Date while 10% or more of the Series E Preferred Stock remains outstanding. The floor ceases to apply if the Class A Common Stock is delisted to OTC markets.

Beneficial Ownership Limitation. 19.99% of the outstanding shares of Class A Common Stock.

Exchange Cap. 19.99% of the outstanding shares of Class A Common Stock as of the Closing Date, in accordance with Nasdaq Listing Rule 5635(d), until Required Stockholder Approvals are obtained.

Share Reserve. 300% of the shares issuable upon conversion at the Floor Price.

Voting Rights. The holders of Series E Preferred Stock are entitled to vote with the holders of Class A Common Stock on an as-converted basis, subject to the 19.99% voting power cap until Required Stockholder Approvals are obtained; class vote required for adverse amendments to the Series E Preferred Stock.

Protective Provisions. The consent of the holders of a majority of the outstanding Series E Preferred Stock is required prior to (a) any alteration of the rights, preferences, or privileges of the Series E Preferred Stock, (b) any issuance of additional shares of Series E Preferred Stock, or (c) any Variable Rate Transaction other than the ELOC.

Events of Default. Include, among others: delivery failure, failure to pay dividends when due, material breach of the Series E CoD or Transaction Documents, delisting or suspension of trading on the principal market, failure to remain current in SEC filings, failure to maintain adequate share reserves or DTC eligibility, inability to use an effective resale registration statement, and bankruptcy or insolvency events. Upon an Event of Default, the stated value of each outstanding share is increased by a 20% Default Premium. The Series E CoD does not provide for a cash redemption right (consistent with equity treatment).

The foregoing description of the Series E CoD does not purport to be complete and is qualified in its entirety by reference to the full text of such document. A copy of the Series E CoD is filed as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	<u>Certificate of Amendment to the Certificate of Designation of Preferences, Rights and Limitations of Series D Convertible Preferred Stock, filed with the Secretary of State of the State of Nevada on September 30, 2026</u>
3.2	<u>Certificate of Designation of Preferences, Rights and Limitations of Series E Convertible Preferred Stock, filed with the Secretary of State of the State of Nevada on September 30, 2026</u>
10.1	<u>First Amendment to Securities Purchase Agreement, dated September 30, 2026, by and among Boxlight Corporation, Shakawe Capital LLC, ClearThink Capital Partners LLC, and Secure Net Capital LLC*</u>
10.2	<u>Securities Purchase Agreement, dated September 30, 2026, by and between Boxlight Corporation and J.J. Astor & Co.*</u>
10.3	<u>Registration Rights Agreement, dated September 30, 2026, by and between Boxlight Corporation and J.J. Astor & Co.*</u>
10.4	<u>Consent, Waiver and Ratification, dated October 6, 2026, among the Series D Majority Holders, acknowledged by Boxlight Corporation and J.J. Astor & Co.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request.

SIGNATURES

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.

Dated: October 6, 2026

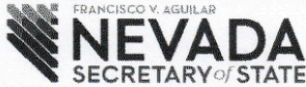
BOXLIGHT CORPORATION

By: /s/ Jennifer Grabow

Name: Jennifer Grabow

Title: Interim Chief Financial Officer

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401 North Carson Street Carson City, Nevada 89701-4201
 (775) 684-5708

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955

- ☐ Certificate of Designation
- ☐ Certificate of Amendment to Designation - Before Issuance of Class or Series
- ☒ Certificate of Amendment to Designation - After Issuance of Class or Series
- ☐ Certificate of Withdrawal of Certificate of Designation

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: Boxlight Corporation
	Entity or Nevada Business Identification Number (NVID): NV20141594766
2. Effective Date and Time: (Optional)	Certificate of Designation or Amendment to Designation Only Date: _____ Time: _____ Effective date is not to exceed 90 days of the filing date of this form. If left blank, this form will be effective upon filing with the SOS. If you select a later effective date but the effective time is left blank, the effective time will be at 12:01 Pacific time on the specified date.
3. Class or Series of Stock Being Designated or Amended:	Enter the name of the class or series of stock being designated or amended: Series D Convertible Preferred Stock Enter the number of shares being designated: _____
4. Stock Class or Series Amendment:	☐ Certificate of Amendment to Designation - Before Issuance of Class or Series As of the date of this certificate, no shares of this class or series of stock has been issued.
	☒ Certificate of Amendment to Designation - After Issuance of Class or Series Unless the governing documents say otherwise, the board may amend a class or series of stock only with required stockholder approval. Stockholders holding a majority of the voting power must approve the amendment, unless a higher percentage is required. Approval must include: • Shareholders of the stock being changed • Shareholders of any stock with a higher payout priority if the company dissolves, even if those shareholders normally do not have voting rights. Class or Series Name After Amendment: Enter "N/A" if the name is not changing. N/A Number of Shares After Amendment: 937,500

You must include the filing fee with this form. The filing fee is \$175.00.



401 North Carson Street Carson City, Nevada 89701-4201
(775) 684-5708

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

Certificate of Designation

Certificate of Amendment to Designation - Before Issuance of Class or Series

Certificate of Amendment to Designation - After Issuance of Class or Series

Certificate of Withdrawal of Certificate of Designation

5. Resolution:

Complete for
Certificate of
Designation and
Amendment to
Designation

Pursuant to the articles of incorporation and by resolution of the board of directors, this certificate establishes or amends the voting powers, designations, preferences, limitations, restrictions, and relative rights of the class or series of stock described below.

see Amendment to the Certificate attached.

Attach additional page(s) if necessary.

6. Withdrawal:

Pursuant to
78.1955(6)

Designation being withdrawn: **N/A**

Date of designation: _____

As of the date of this filing, no shares of this class or series of stock has been issued for the above certificate of designation. This certificate authorized the withdrawal of the designation by resolution of the board of directors described below:

Attach additional page(s) if necessary.

7. Signature:

(Required)

Declaration under penalty of perjury:

The organization acknowledges that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing with the Office of the Secretary of State.

This form must be signed by an officer of the corporation (a natural person, not an entity).

Michael

Print First Name

Pope

Print Last Name

Chairman

Print Title

DocuSigned by:

X **Michael Pope**
Signature of Officer

09/30/2026

Date

You must pay the appropriate fee of \$175.00 with this filing.

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES D CONVERTIBLE PREFERRED STOCK
OF
BOXLIGHT CORPORATION
(Pursuant to NRS 78.1955)**

Boxlight Corporation, a corporation organized and existing under the laws of the State of Nevada (the "Corporation"), NVID: NV20141594766, hereby certifies as follows:

FIRST: The name of the Corporation is Boxlight Corporation.

SECOND: The original Certificate of Designation of Preferences, Rights and Limitations of Series D Convertible Preferred Stock of the Corporation (the "Certificate of Designation") was filed with the Secretary of State of the State of Nevada on August 7, 2026, under Filing Number 20265956367.

THIRD: This Certificate of Amendment to the Certificate of Designation was duly adopted in accordance with the provisions of NRS 78.1955 and Section 14 of the Certificate of Designation, by: (i) the affirmative vote or written consent of the holders of a majority of the outstanding shares of Series D Convertible Preferred Stock, voting separately as a single class; (ii) such other stockholder approval, if any, as may then be required pursuant to the Nevada Revised Statutes and the Articles of Incorporation of the Corporation; and (iii) the Board of Directors of the Corporation.

FOURTH: Section 4 ("Liquidation Preference") of the Certificate of Designation is hereby amended and restated in its entirety to read as follows:

"4. Liquidation Preference.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, then, either (i) after any distribution or payment on Senior Securities, (ii) simultaneous and on a pro-rata basis with any distribution or payment on Pari Passu Securities, and (iii) before any distribution or payment shall be made to the Holders of the Common Stock or any other Junior Securities, each Holder of Series D Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, an amount (the "Liquidation Preference") equal to the number of shares of Series D Preferred Stock held by such Holder multiplied by ten dollars (\$10.00). If the assets of the Corporation are not sufficient to generate cash sufficient to pay in full the Liquidation Preference, then the Holders of Series D Preferred Stock shall share ratably (together with Holders of any Pari Passu Securities)

in any distribution of cash generated by such assets in accordance with the respective amounts that would have been payable in such distribution as if the amounts to which the Holders of outstanding shares of Series D Preferred Stock are entitled were paid in full.”

FIFTH: Section 15 (“Protective Provisions”) of the Certificate of Designation is hereby amended by adding the following new subsection (d) immediately following subsection (c) thereof:

“15. Protective Provisions.

“(d) consummate, or enter into any agreement to consummate, any transaction or series of related transactions in which (i) the Corporation effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation or any Subsidiary effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets, (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 Class A 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 Class A Common Stock or 50% or more of the voting power of the common equity of the Corporation, (iv) the Corporation effects any reclassification, reorganization or recapitalization of the Class A Common Stock or any compulsory share exchange pursuant to which the Class A Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation 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 50% or more of the outstanding Class A Common Stock or 50% or more of the voting power of the common equity of the Corporation.”

SIXTH: Except as specifically amended hereby, all other terms and provisions of the Certificate of Designation shall remain in full force and effect.

SEVENTH: This Certificate of Amendment to the Certificate of Designation shall be effective upon its filing with the Secretary of State of the State of Nevada.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to the Certificate of Designation to be signed by its duly authorized officer on this 30th day of September, 2026.

BOXLIGHT CORPORATION

By: /s/ Michael Pope
Name: Michael Pope
Title: Chairman of the Board of Directors

William Zayac
25 Robert Pitt Drive, Suite 204
Monsey, NY 10952,
USA

Work Order #: NV260930M30702

Receipt Version: 1

Special Handling Instructions:

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Unit Price	Amount
Certificate of Designation	Certificate of Designation	F202609302764	09/30/2026 01:16 PM	Approved	1	\$175.00	\$175.00
Certificate of Designation	Expedite Fee	F202609302764	09/30/2026 01:16 PM	Approved	1	\$500.00	\$500.00
Total							\$675.00

Payments

Type	Description	Payment Status	Amount
Credit/Debit Card	7908011296046369104901	Success	\$675.00
	CC Service Fee	Success	\$16.88
Total			\$691.88

Credit Balance: \$0.00

William Zayac
25 Robert Pitt Drive, Suite 204
Monsey, NY 10952
USA



Thank you for visiting [Nevada's Business Portal](#). For questions, please see the online [frequently asked questions](#) or contact customer support at 775.684.5708.

Need resources to start and grow your business? Visit the resource hub [here](#).

04:30:39 p.m. 09-30-2026	3	18866118813
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To: Nevada

Page: 03 of 19

2026-09-30 23:31:29 GMT



Filed in the Office of <i>FV Aguilera</i> 18813 Secretary of State State Of Nevada	Record Number E04872220148
	Filing Number F202510010068
	Filed On 09/30/2026 04:30 PM
	Number of Pages 17

401 North Carson Street Carson City, Nevada 89701-4201
(775) 684-5708

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955

x Certificate of Designation

- ☐ Certificate of Amendment to Designation - Before Issuance of Class or Series
- ☐ Certificate of Amendment to Designation - After Issuance of Class or Series
- ☐ Certificate of Withdrawal of Certificate of Designation

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: Boxlight Corporation Entity or Nevada Business Identification Number (NVID):
2. Effective Date and Time: (Optional)	Certificate of Designation or Amendment to Designation Only Date: Time: Effective date is not to exceed 90 days of the filing date of this form. If left blank, this form will be effective upon filing with the SOS. If you select a later effective date but the effective time is left blank, the effective time will be at 12:01 Pacific time on the specified date.
3. Class or Series of Stock Being Designated or Amended:	Enter the name of the class or series of stock being designated or amended: Series E Convertible Preferred Stock Enter the number of shares being designated: 106,250
4. Stock Class or Series Amendment:	☐ Certificate of Amendment to Designation - Before Issuance of Class or Series As of the date of this certificate, no shares of this class or series of stock has been issued ☐ Certificate of Amendment to Designation - After Issuance of Class or Series Unless the governing documents say otherwise, the board may amend a class or series of stock only with required stockholder approval. Stockholders holding a majority of the voting power must approve the amendment, unless a higher percentage is required. Approval must include: - Shareholders of the stock being changed - Shareholders of any stock with a higher payout priority if the company dissolves, even if those shareholders normally do not have voting rights. Class or Series Name After Amendment: Enter "N/A" if the name is not changing Number of Shares After Amendment:

You must include the filing fee with this form. The filing fee is \$175.00.

Page 1 of 2
Revised: 7/1/2026



401 North Carson Street Carson City, Nevada 89701-4201
(775) 684-5708

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

Certificate of Designation

Certificate of Amendment to Designation - Before Issuance of Class or Series

Certificate of Amendment to Designation - After Issuance of Class or Series

Certificate of Withdrawal of Certificate of Designation

5. Resolution:
Complete for
Certificate of
Designation and
Amendment to
Designation

Pursuant to the articles of incorporation and by resolution of the board of directors, this certificate establishes or amends the voting powers, designations, preferences, limitations, restrictions, and relative rights of the class or series of stock described below.

"BOXLIGHT CORPORATION

The undersigned, the Interim Chief Financial Officer of Boxlight Corporation, a Nevada corporation (the "Corporation"), does hereby certify that..."

...CONTINUED, see Certificate of Designation attached.

Attach additional page(s) if necessary.

6. Withdrawal:
Pursuant to
78.1955(6)

Designation being withdrawn:

Date of designation:

As of the date of this filing, no shares of this class or series of stock has been issued for the above certificate of designation. This certificate authorized the withdrawal of the designation by resolution of the board of directors described below.

Attach additional page(s) if necessary.

7. Signature:
(Required)

Declaration under penalty of perjury.

The organization acknowledges that pursuant to NRS 239.330, It is a category C felony to knowingly offer any false or forged instrument for filing with the Office of the Secretary of State.

This form must be signed by an officer of the corporation (a natural person, not an entity).

Jennifer

Print First Name

Grabow

Print Last Name

Interim CFO

Print Title

X /s/ Jennifer Grabow

Signature of Officer

09/30/2026

Date

You must pay the appropriate fee of \$175.00 with this filing.

BOXLIGHT CORPORATION

The undersigned, the Interim Chief Financial Officer of Boxlight Corporation, a Nevada corporation (the "Corporation"), does hereby certify that, pursuant to Nevada Revised Statute 78.1955 and the authority conferred upon the Board of Directors by the Articles of Incorporation of the Corporation, the following resolution creating a series of preferred stock to be designated as Series E Convertible Preferred Stock, was duly adopted on September 30, 2026.

RESOLVED, that pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation by provisions of the Articles of Incorporation of the Corporation, as amended and restated on December 13, 2016 as document number 20160540929-18, and as further amended, (the "Articles of Incorporation"), there hereby is created out of the 50,000,000 shares of authorized preferred stock, par value \$0.0001 per share (the "Preferred Stock"), of the Corporation, as authorized in Article FOURTH of the Corporation's Articles of Incorporation, a series of Preferred Stock of the Corporation, to be designated "Series E Preferred Stock." consisting of up to 106,250 shares of the Corporation's Series E convertible preferred stock, par value \$0.0001 per share, which Series E Preferred Stock shall have the following designations, powers, preferences and relative and other special rights and the following qualifications, limitations and restrictions:

TERMS OF SERIES E CONVERTIBLE PREFERRED STOCK

1. Designation and Number.

(a) A series of Preferred Stock of the Corporation, designated as convertible Series E Preferred Stock, par value \$0.0001 per share ("Series E Preferred Stock"), is hereby established. The number of authorized of Series E Preferred Stock to be issued shall be 106,250 shares.

(b) The stated and liquidation value of the Series E Preferred Stock shall be Ten Dollars (\$10.00) per share ("Stated Value"). The Series E Preferred Stock is being issued at a purchase price of Eight Dollars (\$8.00) per share, reflecting an original issue discount of twenty percent (20%) of the Stated Value.

(c) The Series E Preferred Stock is being issued to J.J. Astor & Co., a Utah corporation (the "Purchaser") pursuant to that certain securities purchase agreement among such Purchaser and the Corporation, dated September 30, 2026 (the "Securities Purchase Agreement"). Unless otherwise separately defined in this Certificate of Designation (this "Certificate"), all capitalized terms, when used herein, shall have the same meaning as they are defined in the Securities Purchase Agreement.

(d) As used in this Certificate, the term "Holders" shall mean the Purchaser or one or more other holder(s) of shares of Series E Preferred Stock.

2. Rank.

All shares of the Series E Preferred Stock shall rank:

- (a) senior to (i) the Corporation's Class A voting common Stock, \$0.0001 par value per share, of the Corporation (the "Class A Common Stock"); and (ii) the Corporation's Class B non-voting common Stock, \$0.0001 par value per share, of the Corporation and (iii) except as set forth in Section 2(b) below, any other class of Preferred Stock which shall be specifically designated as junior to the Series E Preferred Stock, (collectively, the "Junior Securities"), in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary;
- (b) pari passu and on parity with any other class or series of Preferred Stock of the Corporation hereafter created specifically ranking, by its terms, on parity with the Series E Preferred Stock (the "Pari Passu Securities"); and
- (c) junior to the Corporation's Series D Preferred Stock and any class or series of secured debt securities or indebtedness of the Corporation hereafter created specifically ranking, by its terms, senior to the Series E Preferred Stock (collectively, the "Senior Securities"), in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

3. Dividends.

Except as set forth in this Section 3, the Series E Preferred Stock shall not accrue or pay any dividend. From and after the first Dividend Trigger Event (as defined below) to occur, each outstanding share of Series E Preferred Stock shall accrue a cumulative dividend at a rate of twenty percent (20%) per annum of the Stated Value then in effect (the "Default Dividend"). The Default Dividend shall accrue daily (whether or not declared and whether or not the Corporation has funds legally available therefor), shall be payable monthly in arrears on the first Trading Day of each calendar month, and shall continue to accrue and be payable for so long as such Dividend Trigger Event continues. The Default Dividend shall be payable, solely, in kind, by adding the amount of such Default Dividend to, and thereby increasing, the Stated Value of such shares. A "Dividend Trigger Event" means the earliest to occur of (i) an Event of Default (as defined in Section 20), and (ii) any date on which the Class A Common Stock trades below the Floor Price then in effect for a period of five (5) consecutive days.

4. Liquidation Preference.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, then, either (i) after any distribution or payment on Senior Securities, (ii) simultaneous and on a pro-rata basis with any distribution or payment on Pari Passu Securities, and (iii) before any distribution or payment shall be made to the Holders of the Common Stock or any other Junior Securities, each Holder of Series E Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders,

an amount (the "Liquidation Preference") equal to the aggregate number of shares of Series E Preferred Stock then outstanding multiplied by ten dollars (\$10.00). If the assets of the Corporation are not sufficient to generate cash sufficient to pay in full the Liquidation Preference, then the Holders of Series E Preferred Stock shall share ratably (together with Holders of any Pari Passu Securities) in any distribution of cash generated by such assets in accordance with the respective amounts that would have been payable in such distribution as if the amounts to which the Holders of outstanding shares of Series E Preferred Stock are entitled were paid in full.

5. Voting Rights.

Except as otherwise set forth herein, the Holders of Series E Preferred Stock shall have no right to vote as a separate class on any matter submitted to vote by the stockholders of the Corporation, excluding, however, any proposed amendment that would adversely alter or change any preference or any relative or other right given to the Series E Preferred Stock; in which event the Series E Preferred Stock may vote as a separate class with respect to such amendment. In addition, the Holders of Series E Preferred Stock shall be entitled to notice of, and to vote together with the holders of Class A Common Stock as a single class on an as-converted basis on, all matters submitted to a vote of the holders of Class A Common Stock, with each share of Series E Preferred Stock entitled to a number of votes equal to the number of shares of Class A Common Stock into which such share is then convertible, without regard to any limitation on conversion set forth herein; provided, however, that unless and until the Corporation obtains the Required Stockholder Approvals, in no event shall any Holder (together with such Holder's Affiliates) be entitled to cast, in respect of the Series E Preferred Stock and all other voting securities of the Corporation held by such Persons, votes in excess of 19.99% of the voting power of the Corporation outstanding as of the Closing Date, and upon the Corporation obtaining the Required Stockholder Approvals, such limitation shall be of no further force or effect.

6. Conversion.

(a) Optional Conversion. The Series E Preferred Stock may be converted, at any time and from time to time on or after the Initial Issuance Date and solely following the conversion or redemption of all issued and outstanding shares of the Corporation's Series D Preferred Stock as of the date hereof or, if earlier, the earlier of (x) the date that is one hundred eighty (180) days after the Initial Issuance Date and (y) the date the Corporation obtains the Required Stockholder Approvals, in whole or in part, at the option of any one or more Holder into shares of Class A Common Stock of the Corporation (the "Conversion Shares"), subject at all times to the Beneficial Ownership Limitation set forth in Section 6(e) and the Exchange Cap set forth in Section 10, at the Conversion Price per share set forth in Section 6(b) below.

(b) Conversion Price. The "Conversion Price" per share shall be equal to the greater of (i) the Adjusted Floor Price then in effect and (ii) eighty percent (80%) of the lowest closing price of the Class A Common Stock on the Nasdaq Capital Market (or other principal

Trading Market) on any Trading Day during the five (5) consecutive Trading Days ending on, and including, the Trading Day immediately prior to the applicable Conversion Date (i.e., a twenty percent (20%) discount to such lowest closing price). Such Conversion Price shall be subject to adjustment pursuant to Section 8 below. Each share of Series E Preferred Stock shall be convertible into that number of shares of Class A Common Stock as shall be determined by dividing (i) the Stated Value (\$10.00) by (ii) the Conversion Price then in effect.

(c) Floor Price. The “Floor Price” shall initially mean an amount equal to twenty percent (20%) of the “Minimum Price” (as defined in Nasdaq Listing Rule 5635(d)) of the Class A Common Stock on the Trading Day immediately prior to the Initial Issuance Date, being \$0.95 (subject to adjustment as provided herein). Notwithstanding anything herein to the contrary, in no event shall the Conversion Price be less than the Adjusted Floor Price then in effect. Notwithstanding anything herein to the contrary, from and after any date on which the Class A Common Stock ceases to be listed on a national securities exchange and commences trading on the OTC Markets (or any successor over-the-counter marketplace), the Floor Price and the Adjusted Floor Price shall cease to apply, and the Conversion Price shall thereafter be determined pursuant to clause (ii) of Section 6(b) without regard to clause (i) thereof (subject only to the par value of the Class A Common Stock).

(d) Adjusted Floor Price; Reset. (i) “Adjusted Floor Price” means, as determined on each six-month anniversary of the Initial Issuance Date (each, a “Floor Adjustment Date”), the lower of (A) the Floor Price then in effect and (B) twenty percent (20%) of the lower of (x) the Nasdaq closing price of the Class A Common Stock on the Trading Day ended immediately prior to such Floor Adjustment Date and (y) the quotient of (I) the sum of the Nasdaq closing prices of the Class A Common Stock on each Trading Day of the five (5) Trading Day period ended on, and including, the Trading Day ended immediately prior to such Floor Adjustment Date, divided by (II) five (5), in each case appropriately adjusted for any stock split, stock dividend, stock combination, recapitalization or other similar transaction during the applicable measuring period. (ii) So long as ten percent (10%) or more of the Series E Preferred Stock (measured by Stated Value) remains outstanding after the date that is six (6) months following the Registration Date, if the Corporation shall sell or issue any Class A Common Stock, convertible notes, convertible preferred stock or warrants (or other Common Stock equivalents) with a sale, conversion or exercise price, as applicable, below the Floor Price then in effect, the Floor Price (and, correspondingly, the Adjusted Floor Price) shall automatically be reset to such lower price. Prior to the first Floor Adjustment Date, the Adjusted Floor Price shall be equal to the Floor Price then in effect, and references herein to the Adjusted Floor Price then in effect shall be construed accordingly.

(e) Beneficial Ownership Limitation. Notwithstanding anything herein to the contrary, the Corporation shall not effect any conversion of Series E Preferred Stock, and no Holder

shall have the right to convert any portion of its Series E Preferred Stock, to the extent that, after giving effect to such conversion, such Holder (together with such Holder's Affiliates, and any other Persons acting as a group together with such Holder or any of such Holder's Affiliates) would beneficially own in excess of 19.99% (or, from and after the date the Corporation obtains the Required Stockholder Approvals, such other percentage as such Holder may specify by written notice to the Corporation) of the number of shares of Class A Common Stock outstanding immediately after giving effect to such conversion (the "Beneficial Ownership Limitation"). For purposes of the foregoing, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. Except as elected by a Holder pursuant to this Section 6(e), the Beneficial Ownership Limitation may not be waived and shall apply to any successor Holder of the Series E Preferred Stock. Any purported conversion in violation of this Section 6(e) shall be void ab initio to the extent of such excess.

7. Notice of Conversion.

(a) In order to cause the Conversion of shares of Series E Preferred Stock pursuant to Section 6(a), the Holder of Series E Preferred Stock shall: (i) email (or otherwise deliver) a copy of the fully executed notice of Conversion in the form attached hereto as Annex A to the Corporation (Attention: Chief Financial Officer), on the applicable Conversion Date (the "Notice of Conversion") and (ii) the Holder of Series E Preferred Stock shall surrender or cause to be surrendered only those original certificates of Series E Preferred Stock that shall be converted into Conversion Shares (the "Series E Preferred Stock Certificates"), duly endorsed. Upon receipt by the Corporation of the Holder's original certificates representing the Series E Preferred Stock subject to Conversion and the Notice of Conversion, the Corporation shall promptly send, via email, a confirmation to such Holder stating that the Series E Preferred Stock Certificates has been received. On (i) the same Trading Day on which the Corporation has received a Notice of Conversion, in the case of a Notice of Conversion received by the Corporation at or prior to 12:00 p.m., New York time, on a Trading Day, and (ii) 11:00 a.m., New York time, on the Trading Day immediately following the date on which the Corporation has received a Notice of Conversion, in the case of a Notice of Conversion received by the Corporation after 12:00 p.m., New York time, or on a day that is not a Trading Day (or such earlier date as required pursuant to the Securities Exchange Act of 1934, as amended, or other applicable law, rule or regulation for the settlement of a trade initiated on the applicable Conversion Date of such Conversion Shares issuable pursuant to such Notice of Conversion), the Corporation shall (1) provided that its transfer agent is participating in the DTC Fast Automated Securities Transfer Program, credit such aggregate number of Conversion Shares to which the Holder shall be entitled pursuant to such conversion to the Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system or (2) if its transfer agent is not participating in the DTC Fast Automated Securities Transfer

Program, upon the request of the Holder, issue and deliver (via reputable overnight courier) to the address as specified in the Notice of Conversion, a certificate, registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled pursuant to such conversion.

(b) Delivery Failure; Buy-In. If the Corporation fails, for any reason or for no reason, to deliver to a Holder the Conversion Shares to which such Holder is entitled by the applicable delivery deadline set forth in Section 7(a) (a "Delivery Failure"), then, in addition to all other remedies available to such Holder, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Conversion Shares (based on the applicable Conversion Price) subject to such Delivery Failure, the sum of (1) \$20 per Trading Day (increasing to \$35 per Trading Day on the second (2nd) Trading Day after such Delivery Failure and on each Trading Day thereafter) until such Conversion Shares are delivered or such Holder rescinds the applicable Conversion, and (2) the product of (x) the number of such Conversion Shares and (y) the difference between the highest trade price and the lowest trade price of the Class A Common Stock on the Trading Market during the period beginning on the applicable Conversion Date and ending on (i) the date on which such Conversion Shares are delivered to such Holder's prime broker and are available to be sold by such Holder or (ii) if such Holder rescinds the applicable Conversion, the date of such rescission. If, on or after the applicable delivery deadline, a Holder is required by its broker to purchase (in an open market transaction or otherwise), or such Holder's brokerage firm otherwise purchases, shares of Class A Common Stock to deliver in satisfaction of a sale by such Holder of Conversion Shares that such Holder anticipated receiving from the Corporation (a "Buy-In"), then the Corporation shall, at such Holder's election, (A) pay in cash to such Holder the amount, if any, by which such Holder's total purchase price (including brokerage commissions, if any) for the shares of Class A Common Stock so purchased exceeds the product of (x) the aggregate number of Conversion Shares that the Corporation was required to deliver multiplied by (y) the price at which the sell order giving rise to such Buy-In was executed, and (B) either reinstate the shares of Series E Preferred Stock and equivalent number of Conversion Shares for which such Conversion was not honored (in which case such Conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Class A Common Stock that would have been issued had the Corporation timely complied with its delivery obligations hereunder. The Corporation shall maintain, at all times while any shares of Series E Preferred Stock remain outstanding, a transfer agent that is a participant in the DTC Fast Automated Securities Transfer Program. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity.

8. Adjustment for Reclassification, Exchange, and Substitution.

If at any time or from time to time after the Initial Issuance Date, the shares of the Corporation's Class A Common Stock (which shall include the Conversion Shares issuable upon the conversion

of the Series E Preferred Stock), shall be changed into the same or a different number of shares of any class or classes of stock, whether by forward or reverse split(s) of the outstanding Corporation Class A Common Stock. recapitalization, reclassification, reorganization, merger, exchange, consolidation, sale of assets or otherwise, then, in any such event, each Holder of Series E Preferred Stock shall have the right thereafter to convert such Series E Preferred Stock into the kind and amount of stock and other securities and property receivable upon such stock split(s). recapitalization, reclassification, reorganization, merger, exchange, consolidation, sale of assets or other change into the number of Conversion Shares into which such shares of Series E Preferred Stock could have been converted immediately prior to such forward or reverse split(s). recapitalization, reclassification, reorganization, merger, exchange, consolidation, sale of assets or other change, or with respect to such other securities or property by the terms thereof.

9. Reservation of Class A Common Stock Issuable Upon Conversion.

The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Series E Preferred Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series E Preferred Stock (calculated at 300% of the number of shares of Class A Common Stock issuable upon conversion in full at the Floor Price then in effect); and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series E Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Corporation's Articles of Incorporation.

10. Exchange Cap; Stockholder Approval; Reverse Split.

Notwithstanding anything herein to the contrary, unless and until the Corporation obtains the Required Stockholder Approvals, the Corporation shall not issue, upon conversion of the Series E Preferred Stock, a number of shares of Class A Common Stock exceeding 19.99% of the shares of Class A Common Stock outstanding as of the Closing Date (as defined in the Securities Purchase Agreement) (the "Exchange Cap"), as and to the extent required by Nasdaq Listing Rule 5635(d). In the event that the aggregate number of Conversion Shares into which all shares of Series E Preferred Stock and all shares of Series E Preferred Stock issued pursuant to the Securities Purchase Agreement may be converted shall equal or exceed twenty (20%) percent of the issued and outstanding shares of Class A Common Stock of the Corporation, then and in such event, and, in accordance with Nasdaq Rule 5635(d), the Corporation shall, as promptly as practicable following the Initial Issuance Date (but in any event no later than one hundred eighty (180) days after the Initial Issuance Date), hold a special meeting of its stockholders for the purpose of approving, adopting and ratifying (a) all of the transactions contemplated by the Securities

Purchase Agreement, and (b) the issuance of shares of Class A Common Stock upon conversion of the Series E Preferred Stock, for purposes of Nasdaq Listing Rules 5635(b), 5635(c) and 5635(d), at prices that may be less than the Minimum Price and in excess of 19.99% of the outstanding shares of Class A Common Stock or voting power of the Corporation, (c) the right of the Holders to vote the Series E Preferred Stock and the Conversion Shares in excess of 19.99% of the voting power of the Corporation outstanding as of the Closing Date, and (d) an increase in the number of authorized shares of Class A Common Stock as and when needed to satisfy the Corporation's obligations under the Securities Purchase Agreement and this Certificate (the "Required Stockholder Approvals"). In the event that for any reason, the requisite holders of a majority of the issued and outstanding shares of Class A Common Stock of the Corporation do not provide such Required Stockholder Approvals, then and in such event, the Series E Preferred Stock shall remain subject to optional conversion into Conversion Shares to the extent the aggregate number of Conversion Shares issued upon conversion does not exceed the Exchange Cap, and the Corporation shall call and hold additional meetings of its stockholders for the purpose of obtaining the Required Stockholder Approvals at least once every thirty (30) days thereafter until the Required Stockholder Approvals are obtained.

11. Reserved.

12. Fractional Shares.

No fractional share shall be issued upon the conversion of any share or shares of Series E Preferred Stock. All shares of Class A Common Stock of the Corporation (including fractions thereof) issuable upon conversion of more than one share of Series E Preferred Stock by a Holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share.

13. No Reissuance of Series E Preferred Stock.

No share or sharee of Series E Preferred Stock acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

14. Amendment.

This Certificate or any provision hereof may be amended by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting in accordance with the Nevada Revised Statutes, of (i) the Holders of a majority of the outstanding shares of Series E Preferred Stock, voting separate as a single class, (ii) with such other stockholder approval, if any, as may then be required pursuant to the Nevada Revised Statutes and the Articles of Incorporation, and (iii) the Board of Directors of the Corporation.

15. Protective Provisions.

So long as any shares of Series E Preferred Stock are outstanding, the Corporation shall not, nor shall it permit any of its Subsidiaries to, take any of the following corporate actions (whether by merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the Holders of a majority of the issued and outstanding shares of Series E Preferred Stock (the "Series E Majority Holders"):

- (a) after or change the rights, preferences or privileges of the Series E Preferred Stock, or increase the authorized number of shares of Series E Preferred Stock; or
- (b) issue any additional shares of Series E Preferred Stock.
- (c) directly or indirectly, effect or enter into any Variable Rate Transaction, other than the Corporation's existing ELOC.

Notwithstanding the foregoing, no change pursuant to this Section 15 shall be effective to the extent that, by its terms, it applies to less than all of the Holders of shares of Series E Preferred Stock then outstanding.

16. Cancellation of Series E Preferred Stock.

If any shares of Series E Preferred Stock are converted pursuant to this Certificate, the shares so converted shall be canceled, shall return to the status of authorized, but unissued Preferred Stock of no designated series, and shall not be issuable by the Corporation as Series E Preferred Stock.

17. Lost or Stolen Certificates.

Upon receipt by the Corporation of (i) evidence of the lost, theft, destruction or mutilation of any Series E Preferred Stock Certificate(s) and (ii) (y) in the case of loss, theft or destruction, indemnity (without any bond or other security) reasonably satisfactory to the Corporation, or (z) in the case of mutilation, the Series E Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series E Preferred Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series E Preferred Stock Certificate(s) if the Holders contemporaneously requests the Corporation to convert such Series E Preferred Stock.

18. Waiver.

Notwithstanding any provision in this Certificate to the contrary, any provision contained herein and any right of the Holders of Series E Preferred Stock granted hereunder may be waived as to all shares of Series E Preferred Stock (and the Holders thereof) upon the written consent of the Series E Majority Holders, unless a higher percentage is required by applicable law, in which case the written consent of the Holders of not less than such higher percentage of shares of Series E Preferred Stock shall be required.

19. Representations and Warranties; Covenants.

(a) Representations and Warranties.

The Corporation represents and warrants to each Holder that, as of the Initial Issuance Date: (i) the Corporation is duly incorporated, validly existing and in good standing under the laws of the State of Nevada, with all requisite corporate power and authority to execute and file this Certificate and to perform its obligations hereunder; (ii) the execution and filing of this Certificate and the issuance of the Series E Preferred Stock and the Conversion Shares have been duly authorized by all necessary corporate action on the part of the Corporation; (iii) the shares of Series E Preferred Stock, when issued in accordance with the terms of the Securities Purchase Agreement, will be validly issued, fully paid and non-assessable, free and clear of all liens and encumbrances (other than restrictions on transfer arising under applicable securities laws), and the Conversion Shares, when issued upon conversion of the Series E Preferred Stock in accordance with this Certificate, will be validly issued, fully paid and non-assessable; (iv) the execution and filing of this Certificate and the performance by the Corporation of its obligations hereunder do not and will not conflict with or result in a violation of the Articles of Incorporation or bylaws of the Corporation, any applicable law, rule or regulation, or any material agreement to which the Corporation is a party; and (v) each of the representations and warranties of the Corporation set forth in the Securities Purchase Agreement is incorporated herein by reference, mutatis mutandis, as if fully set forth herein, for the benefit of the Holders.

(b) Affirmative Covenants.

So long as any shares of Series E Preferred Stock remain outstanding, the Corporation shall: (i) timely file (or timely obtain an extension in respect thereof and file within the applicable grace period) all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and otherwise remain current in its reporting obligations with the U.S. Securities and Exchange Commission (the "SEC"); (ii) use best efforts to maintain the listing or quotation of the Class A Common Stock on the Trading Market, and not take any action that would reasonably be expected to result in the delisting or suspension of the Class A Common Stock from the Trading Market; (iii) at all times reserve and keep available the number of shares of Class A Common Stock required to be reserved pursuant to Section 9; (iv) at all times maintain a transfer agent that participates in good standing in the DTC Fast Automated Securities Transfer Program (and the Corporation shall not replace its transfer agent without the prior written consent of the Series E Majority Holders) and use best efforts to maintain the eligibility of the Class A Common Stock for deposit and clearing through the facilities of The Depository Trust Company; and (v) comply in all material respects with its obligations under this Certificate and the other Transaction Documents.

(c) Negative Covenants.

The negative covenants applicable to the Corporation for the benefit of the Holders are set forth in Section 15 (Protective Provisions), which are incorporated herein by reference.

(d) Noncircumvention.

The Corporation shall not, by amendment of its Articles of Incorporation or bylaws, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate, and shall at all times in good faith carry out all of the provisions of this Certificate and take all action as may be necessary or appropriate to protect the rights of the Holders against impairment.

20. Events of Default; Remedies.

(a) Events of Default.

Each of the following shall constitute an "Event of Default": (i) a Delivery Failure occurs and continues, or the Corporation fails to remove a restrictive legend from any Conversion Shares when required, in either case for two (2) Trading Days after the applicable deadline; (ii) the Corporation fails to pay any Default Dividend when due and such failure continues for three (3) Trading Days; (iii) the Corporation breaches in any material respect any representation, warranty, covenant or other term or condition of this Certificate or any other Transaction Document (other than a breach otherwise specifically addressed in this Section 20(a)); (iv) the Class A Common Stock is delisted from the Trading Market, or the Class A Common Stock is suspended from trading on the Trading Market and such suspension continues for more than one (1) Trading Day; (v) the Corporation fails to remain current in its reporting obligations with the SEC; (vi) the Corporation fails to reserve and keep available the number of shares required pursuant to Section 9, or fails to maintain a transfer agent participating in the DTC Fast Automated Securities Transfer Program, or replaces its transfer agent without the prior written consent of the Series E Majority Holders, or the Class A Common Stock becomes subject to any "chill," "frecze" or similar restriction imposed by The Depository Trust Company and such failure continues for more than one (1) Trading Day; (vii) at any time a Holder is unable to rely on an effective registration statement covering the resale of the Conversion Shares as and when required under the Registration Rights Agreement; or (viii) the Corporation, voluntarily or involuntarily, commences or becomes the subject of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, and, in the case of an involuntary proceeding, such proceeding is not dismissed within thirty (30) days of its initiation.

(b) Notice of Event of Default.

Upon the occurrence of an Event of Default, the Corporation shall, within one (1) Trading Day after the Corporation becomes aware thereof, deliver written notice thereof to each Holder.

(c) Remedies.

Immediately upon the occurrence of any Event of Default, and without any further action by the Holders or the Corporation, the Stated Value of each outstanding share of Series E Preferred Stock shall automatically be increased by twenty percent (20%) (the "Default Premium"), and such increased amount shall thereafter constitute the Stated Value of such share for all purposes of this Certificate (including, without limitation, for purposes of the conversion provisions of Section 6, the Default Dividend under Section 3 and the Liquidation Preference under Section 4). The Default Premium shall be in addition to, and not in lieu of, the Default Dividend and any other rights or remedies available to the Holders under this Certificate, at law or in equity. For the avoidance of doubt and notwithstanding anything herein to the contrary, upon an Event of Default the Holders shall not have any right to require the Corporation to redeem, repurchase or repay the Series E Preferred Stock for cash, it being the intention of the Corporation and the Holders that the Series E Preferred Stock be treated as equity for financial reporting purposes.

21. Certain Definitions.

As used in this Certificate, the term "Subsidiary" shall mean, as it applies to the Corporation, any one or more Persons, a majority of the capital stock or other equity interests of which are owned directly or indirectly (through another Subsidiary) by the Corporation. In addition, as used in this Certificate, the following terms have the meanings set forth below:

"Affiliate" has the meaning ascribed to such term in the Securities Purchase Agreement.

"Conversion Date" means the date a Notice of Conversion is delivered to the Corporation in accordance with Section 7.

"ELOC" means the Equity Purchase Agreement, dated as of the date hereof, by and between the Corporation and Secure Net Capital LLC, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Initial Issuance Date" means the date on which the first share of Series E Preferred Stock is issued by the Corporation.

"Person" has the meaning ascribed to such term in the Securities Purchase Agreement.

"Registration Date" means the Resale Effective Date, as defined in the Securities Purchase Agreement.

"Trading Day" has the meaning ascribed to such term in the Securities Purchase Agreement.

"Trading Market" has the meaning ascribed to such term in the Securities Purchase Agreement.

"Variable Rate Transaction" has the meaning ascribed to such term in the Securities Purchase Agreement.

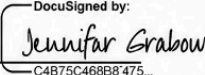
22. Notices.

Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by electronic mail and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier, or upon transmission, if sent by electronic mail (provided that no notice of non-delivery or delivery failure is received by the sender), addressed to a party. The addresses for such communications are as set forth in the Securities Purchase Agreement, or such other address as may be designated in writing hereafter, in the same manner, by such person.

The undersigned declares under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of her own knowledge.

The undersigned has executed this certificate on September 30, 2026.

BOXLIGHT CORPORATION

By: /s/ Jennifer Grabow 
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Name: Jennifer Grabow

Title: Interim Chief Financial Officer

ANNEX A**FORM OF NOTICE OF CONVERSION**

(To be executed by the Holder in order to convert shares of Series E Preferred Stock)

The undersigned Holder of shares of Series E Convertible Preferred Stock (the "Series E Preferred Stock") of Boxlight Corporation, a Nevada corporation (the "Corporation"), hereby irrevocably elects to convert the number of shares of Series E Preferred Stock indicated below into shares of Class A Common Stock, \$0.0001 par value per share (the "Class A Common Stock"), of the Corporation, as of the Conversion Date specified below, pursuant to, and subject to the terms and conditions of, the Certificate of Designation of the Series E Convertible Preferred Stock (the "Certificate of Designation"), Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Certificate of Designation.

Conversion Date: [●]

Number of shares of Series E Preferred Stock to be converted: [●]

Aggregate Stated Value of shares to be converted (at \$10.00 per share): \$[●]

Applicable Conversion Price (determined under Section 6(b) of the Certificate of Designation): \$[●]

Number of shares of Class A Common Stock to be issued (the "Conversion Shares"): [●]

Please issue the Conversion Shares in the name set forth below and deliver them as indicated:

Name of Holder: [●]

Address: [●]

DWAC / DTC participant (broker) name and number; account number: [●]

Delivery instructions (if certificated): [●]

The undersigned represents that, after giving effect to the conversion requested hereby, the undersigned (together with its Affiliates and any other Persons acting as a group with the undersigned) will not beneficially own shares of Class A Common Stock in excess of the Beneficial Ownership Limitation set forth in Section 6(e) of the Certificate of Designation, and that the issuance of the Conversion Shares requested hereby complies with the Exchange Cap set forth in Section 10 of the Certificate of Designation.

HOLDER:

[●]

(Name of Holder)

By: [●]

Name: [●]

Title: [●]

Date: [●]

**FIRST AMENDMENT
TO
SECURITIES PURCHASE AGREEMENT**

This First Amendment to Securities Purchase Agreement (this “**Amendment**”), dated as of September 30, 2026, is entered into by and among **Boxlight Corporation**, a Nevada corporation (the “**Company**”), and each of the purchasers identified on the signature pages hereto (each, a “**Purchaser**” and collectively, the “**Purchasers**”).

RECITALS

WHEREAS, the Company and the Purchasers are parties to that certain Securities Purchase Agreement, dated as of August 5, 2026 (the “**SPA**”), pursuant to which the Purchasers agreed to purchase, and the Company agreed to sell, an aggregate of 937,500 shares of the Company’s Series D Convertible Preferred Stock, \$0.0001 par value per share, with a Stated Value of \$10.00 per share and an aggregate Stated Value of \$9,375,000, for an aggregate Subscription Amount of \$7,500,000;

WHEREAS, in connection with the SPA, the Company filed the Certificate of Designation of Preferences, Rights and Limitations of Series D Convertible Preferred Stock (the “**Certificate of Designation**”) with the Secretary of State of the State of Nevada on August 7, 2026, under Filing Number 20265956367;

WHEREAS, the Company desires to amend the Certificate of Designation to amend and restate Section 4 thereof (“Liquidation Preference”) in its entirety, to provide that the liquidation preference shall apply only in cases of voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation, and shall no longer apply in cases of a merger, sale of substantially all assets, or sale of stock (the “**CoD Amendment**”);

WHEREAS, the Certificate of Designation constitutes a “Transaction Document” under the SPA, and the parties wish to amend the SPA to provide for and consent to the CoD Amendment; and

WHEREAS, pursuant to Section 14 of the Certificate of Designation, the Certificate of Designation may be amended with the approval of (i) the holders of a majority of the outstanding shares of Series D Convertible Preferred Stock, voting separately as a single class, (ii) such other stockholder approval, if any, as may then be required pursuant to the Nevada Revised Statutes and the Articles of Incorporation of the Company, and (iii) the Board of Directors of the Company.

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

ARTICLE I DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the SPA.

ARTICLE II AMENDMENTS TO THE SPA

Section 2.1 Amendment to SPA. The SPA is hereby amended to provide for and incorporate the CoD Amendment. Any references in the SPA to the Certificate of Designation shall, from and after the effective date of the CoD Amendment, be deemed to refer to the Certificate of Designation as amended by the CoD Amendment.

Section 2.2 Consent and Waiver. Each Purchaser hereby: (a) consents to the CoD Amendment, including but not limited to the amendment and restatement of Section 4 ("Liquidation Preference") of the Certificate of Designation in its entirety and the addition of a new clause (d) to Section 15 of the Certificate of Designation; (b) waives any rights, claims, or objections that such Purchaser may have under the SPA or any other Transaction Document with respect to the CoD Amendment; and (c) acknowledges that the CoD Amendment does not constitute a breach or default under the SPA or any other Transaction Document.

ARTICLE III MISCELLANEOUS

Section 3.1 Full Force and Effect. Except as expressly amended hereby, the SPA and each of the other Transaction Documents shall remain in full force and effect in accordance with their respective terms, and nothing herein shall be deemed to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the SPA or any other Transaction Document.

Section 3.2 References. From and after the date hereof, all references to the SPA in any Transaction Document or other agreement, document, or instrument delivered in connection therewith shall be deemed to refer to the SPA as amended by this Amendment.

Section 3.3 Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

Section 3.4 Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 3.5 Entire Agreement. The SPA, as amended by this Amendment, together with the other Transaction Documents, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, among the parties with respect to the subject matter hereof and thereof.

Section 3.6 Headings. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Securities Purchase Agreement to be duly executed and delivered as of the date first written above.

COMPANY:

BOXLIGHT CORPORATION

By: /s/ Jennifer Grabow
Name: Jennifer Grabow
Title: Interim CFO

PURCHASERS:

SHAKAWE CAPITAL LLC

By: /s/ Dmitriy Shapiro
Name: DMITRIY SHAPIRO
Title: Managing Partner

CLEAR THINK CAPITAL PARTNERS LLC

By: /s/ Brian Loper
Name: Brian Loper
Title: Partner

SECURE NET CAPITAL LLC

By: /s/ AI Rubenbauer
Name: AI Rubenbauer
Title: Manager

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “**Agreement**”) is dated as of September 30, 2026, between Boxlight Corporation, a Nevada corporation (the “**Company**”), and the purchaser identified on the signature pages hereto (the “**Purchaser**”).

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act, including Rule 506 promulgated thereunder, the Company desires to issue and sell to the Purchaser, and 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:

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:
 - 1.1. “**Acquiring Person**” shall have the meaning ascribed to such term in Section 4.5.
 - 1.2. “**Action**” shall have the meaning ascribed to such term in Section 3.1.10.
 - 1.3. “**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.
 - 1.4. “**Agreement**” shall have the meaning ascribed to such term in the Preamble.
 - 1.5. “**BHCA**” shall have the meaning ascribed to such term in Section 3.1.43.
 - 1.6. “**Board of Directors**” means the board of directors of the Company.
 - 1.7. “**Business Day**” means a Calendar Day other than a Saturday, Sunday or any other Calendar Day which is a federal legal holiday in the United States or any Calendar Day on which the commercial banks in the City of New York are required by law or other governmental action to close, provided that the commercial banks in the City of New York shall not be deemed to be required to be closed due to a “stay at home,” “shelter in place,” “non-essential employee” or 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 generally are open for use by customers on such Calendar Day.
 - 1.8. “**Buy-In Price**” shall have the meaning ascribed to such term in Section 4.1.4.
-

- 1.9. “**Calendar Day**” means each and every day of the week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday).
- 1.10. “**Certificate of Designation**” means the Certificate of Designation of the Series E Convertible Preferred Stock of the Company, to be filed with the Secretary of State of the State of Nevada on or prior to the Closing Date, in the form of **Exhibit 1.10.1** attached hereto.
- 1.11. “**Class A Common Stock**” means the Class A common stock of the Company, \$0.0001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed.
- 1.12. “**Closing**” means the closing of the purchase and sale of the Securities pursuant to Section 2.1.
- 1.13. “**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.
- 1.14. “**Code**” means the Internal Revenue Code of 1986, as amended.
- 1.15. “**Commission**” means the United States Securities and Exchange Commission.
- 1.16. “**Common Stock Equivalents**” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Class A Common Stock, including, without limitation, any debt, preferred shares, 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, Class A Common Stock.
- 1.17. “**Company**” shall have the meaning ascribed to such term in the Preamble.
- 1.18. “**Company Counsel**” means with respect to U.S. federal securities law and New York law, Lucosky Brookman, 111 Broadway, Suite 807, New York, New York 10006.
- 1.19. “**Conversion Shares**” means all shares of Class A Common Stock issuable upon conversion of the Preferred Stock.
- 1.20. “**Disclosure Schedules**” means the Disclosure Schedules of the Company delivered concurrently herewith.
- 1.21. “**Disclosure Time**” means, (i) if this Agreement is signed on a Calendar Day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

1.22. “**Disqualification Event**” shall have the meaning ascribed to such term in Section 3.1.45.

1.23. “**ELOC**” means the equity line of credit issued pursuant to the Equity Purchase Agreement, dated as of August 5, 2026, by and between the Company and Secure Net Capital LLC (which shall be the sole Purchaser party to the ELOC), as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

1.24. “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.25. “**Exempt Issuance**” means (i) any conventional bank loans that are not convertible into, or exercisable or exchangeable for, Class A Common Stock or Common Stock Equivalents and do not involve any issuance of any Class A Common Stock or Common Stock Equivalents or other security of the Company in connection therewith; (ii) Class A Common Stock or options issued to employees, officers or directors of the Company pursuant to the Company’s equity incentive plans or pursuant to the compensation agreements previously authorized by the Board of Directors; (iii) securities issued upon the exercise or exchange of or conversion of any Securities issued hereunder or pursuant to any instrument or agreement in effect as of the date hereof; (iv) any issuance of Class A Common Stock pursuant to the ELOC and (v) securities issued pursuant to acquisitions or strategic transactions (whether by merger, consolidation, purchase of equity, purchase of assets, reorganization or otherwise) approved by a majority of the disinterested directors of the Company, provided that such securities are issued as “restricted securities” (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during the one hundred and eighty (180) days following the Release Date, and provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

1.26. “**FCPA**” means the Foreign Corrupt Practices Act of 1977, as amended.

- 1.27. “**Federal Reserve**” shall have the meaning ascribed to such term in Section 3.1.43.
- 1.28. “**Indebtedness**” shall have the meaning ascribed to such term in Section 3.1.29.
- 1.29. “**Intellectual Property Rights**” shall have the meaning ascribed to such term in Section 3.1.16.
- 1.30. “**Issuer Covered Person**” shall have the meaning ascribed to such term in Section 3.1.45.
- 1.31. “**IT Systems and Data**” shall have the meaning ascribed to such term in Section 3.1.48.
- 1.32. “**Legend Removal Date**” shall have the meaning ascribed to such term in Section 4.1.3.
- 1.33. “**Liens**” means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.
- 1.34. “**Lock-Up Agreement**” means each lock-up agreement, dated August 5, 2026, entered into in connection with the Company’s securities purchase agreement, dated August 5, 2026, relating to its Series D Convertible Preferred Stock, in the form of **Exhibit 1.36.1** attached hereto, by and between the Company and each of the directors, executive officers, and the stockholders identified on **Exhibit 1.36.2** attached hereto.
- 1.35. “**Material Adverse Effect**” shall have the meaning assigned to such term in Section 3.1.2.
- 1.36. “**Material Permits**” shall have the meaning ascribed to such term in Section 3.1.14.
- 1.37. “**Money Laundering Laws**” shall have the meaning ascribed to such term in Section 3.1.44.
- 1.38. “**OFAC**” shall have the meaning ascribed to such term in Section 3.1.41.
- 1.39. “**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.
- 1.40. “**Preferred Stock**” means the shares of the Company’s Series E Convertible Preferred Stock issued to the Purchaser hereunder, having the designations, preferences, rights, powers, restrictions and limitations set forth in the Certificate of Designation.

1.41. “**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, to the knowledge of the Company, threatened.

1.42. “**Public Information Failure**” shall have the meaning ascribed to such term in Section 4.2.2.

1.43. “**Purchaser**” shall have the meaning ascribed to such term in the Preamble.

1.44. “**Purchaser Party**” shall have the meaning ascribed to such term in Section 4.8.

1.45. “**Registration Rights Agreement**” means the Registration Rights Agreement, dated as of the date hereof, by and among the Company and the Purchaser Party, in the form of **Exhibit** 1.49 attached hereto.

1.46. “**Release Date**” means the earlier of (i) the Resale Effective Date registering all of the Conversion Shares or (ii) the date that the Conversion Shares can be sold, assigned or transferred without restriction or limitation pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto).

1.47. “**Required Approvals**” shall have the meaning ascribed to such term in Section 3.1.5.

1.48. “**Resale Effective Date**” means the earliest of the date that (a) one or more Resale Registration Statements registering for resale all Conversion Shares have been declared effective by the Commission, (b) all of the Conversion Shares have been sold pursuant to Rule 144 or may be sold pursuant to Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 and without volume or manner-of-sale restrictions, (c) following the one year anniversary of the Closing Date provided that the applicable holder of Conversion Shares is not an Affiliate of the Company, or (d) all of the Conversion Shares may be sold pursuant to an exemption from registration under Section 4(a)(1) of the Securities Act without volume or manner-of-sale restrictions and Company Counsel has delivered to such holders a standing written unqualified opinion that resales may then be made by such holders of the Conversion Shares pursuant to such exemption which opinion shall be in form and substance reasonably acceptable to such holders.

1.49. “**Resale Registration Statement**” means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Purchaser of the Conversion Shares.

1.50. “**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.

- 1.51. “**Rule 424**” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.
- 1.52. “**SEC Reports**” shall have the meaning ascribed to such term in Section 3.1.8.
- 1.53. “**Securities**” means the Preferred Stock and the Conversion Shares.
- 1.54. “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- 1.55. “**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 Class A Common Stock).
- 1.56. “**Stated Value**” means, with respect to each share of Preferred Stock, the “Stated Value” of \$10.00 set forth in the Certificate of Designation, representing the original purchase price per share multiplied by 1.25 (reflecting a 20% original issue discount).
- 1.57. “**Subscription Amount**” means, as to the Purchaser, the aggregate amount to be paid for the Securities purchased hereunder as specified below such 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.
- 1.58. “**Subsidiary**” means any subsidiary of the Company as set forth in Schedule 3.1.1 and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.
- 1.59. “**Trading Day**” means, as applicable, (x) with respect to all price or trading volume determinations relating to the Class A Common Stock, any day on which the Class A Common Stock is traded on the Trading Market, or, if the Trading Market is not the principal trading market for the Class A Common Stock, then the principal securities exchange or securities market on which the Class A Common Stock is then traded, provided that “Trading Day” shall not include any day on which the Class A Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Class A Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price determinations relating to the Class A Common Stock, any day on which The Nasdaq Stock Market LLC (or any successor thereto) is open for trading of securities.
- 1.60. “**Trading Market**” means any of the following markets or exchanges on which the Class A Common Stock are 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, the OTCQB, OTCQX, Pink Open Market (or any successors to any of the foregoing).

1.61. “**Transaction Documents**” means this Agreement, the Certificate of Designation, the Registration Rights Agreement, the Transfer Agent Instruction Letter, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

1.62. “**Transfer Agent**” means VStock Transfer, LLC, the current transfer agent of the Company, with a mailing address of 18 Lafayette Place, Woodmere, New York 11598, and any successor transfer agent of the Company.

1.63. “**Transfer Agent Instruction Letter**” means the letter from the Company to the Transfer Agent which instructs the Transfer Agent to issue reserve and/or issue the Securities pursuant to the Transaction Documents.

1.64. “**U.S. GAAP**” shall have the meaning ascribed to such term in Section 3.1.8.

1.65. “**Variable Rate Transaction**” means a transaction in which the Company (i) issues or sells any Class A Common Stock or Common Stock Equivalents either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the Class A Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Class A Common Stock, other than in connection with customary anti-dilution adjustments resulting from future stock splits, stock dividends or similar transactions, or (ii) issues or sells any amortizing convertible security that amortizes prior to its maturity date, whereby it is required to or has the option to (or the investor in such security has the option to require the Company to) make such amortization payments in Class A Common Stock (whether or not such payments in share are subject to certain equity conditions), (iii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit or “at-the-market” offering, whereby it may sell securities at a future determined price, regardless of whether Shares pursuant to such agreement have actually been issued and regardless of whether such agreement is subsequently canceled, or (iv) issues or sells any equity or debt securities, including without limitation, Class A Common Stock or Common Stock Equivalents, that are subject to or contain any put, call, redemption, buy-back, price-reset or other similar provision or mechanism (including, without limitation, a “Black-Scholes” put or call right, other than in connection with a “fundamental transaction”) that provides for the issuance of additional equity securities of the Company or the payment of cash by the Company; provided that any issuance of Class A Common Stock under the ELOC, the conversion of the Preferred Stock, or the exercise of the Conversion Shares issuable hereunder will not be deemed a Variable Rate Transaction.

1.66. “**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Class A Common Stock are then listed or quoted on a Trading Market, the daily volume weighted average price of the Class A Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Class A Common Stock are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Class A Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Class A Common Stock are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Class A Common Stock are then reported on the OTC Pink (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Class A Common Stock so reported, or (d) in all other cases, the fair market value of the Class A Common Stock as determined by an independent appraiser selected in good faith by the Purchaser of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

2. **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, severally and not jointly, agree to purchase, the following Securities: 106,250 shares of Preferred Stock, each having a Stated Value of \$10.00 and an aggregate Stated Value of \$1,062,500, representing an aggregate Subscription Amount of \$850,000 multiplied by 1.25, reflecting a 20% original issue discount. At the Closing, the Company shall deliver to each Purchaser its shares of Preferred Stock, and the Company and the Purchaser shall deliver the other items set forth in Sections 2.3.1 and 2.3.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in 2.4.1 and 2.4.2, the Closing shall occur remotely by electronic transfer of the Closing documentation or at such location as the parties shall mutually agree.

2.2. **Funding of Subscription Amount.**

2.2.1. The Subscription Amount shall be payable by the Purchaser in a single installment by wire transfer of immediately available funds to the account specified in writing by the Company on or prior to the Closing Date.

2.3. **Deliveries.**

2.3.1. The Company shall deliver or cause to be delivered to the Purchaser the following at the times stated:

2.3.1.1 on the date hereof:

2.3.1.1.1. this Agreement duly executed by the Company.

2.3.1.1.2. a certificate executed by the Chief Financial Officer of the Company in customary form.

2.3.1.1.3. [Reserved]

2.3.1.1.4. the Registration Rights Agreement duly executed by the Company.

2.3.1.2 on or prior to the Closing Date:

2.3.1.2.1. a duly executed and delivered Officers' Certificate, in customary form.

2.3.1.2.2. evidence reasonably satisfactory to the Purchaser of the filing of the Certificate of Designation with respect to the Preferred Stock with the Secretary of State of the State of Nevada.

2.3.1.2.3. a book-entry statement (or certificate) evidencing such Purchaser's shares of Preferred Stock registered in the name of such Purchaser.

2.3.1.2.4. the Transfer Agent Instruction Letter duly executed by the Company and Transfer Agent.

2.3.2. The Purchaser shall deliver or cause to be delivered to the Company the following at the times stated:

2.3.2.1 on the date hereof:

2.3.2.1.1. this Agreement duly executed by such Purchaser.

2.3.2.1.2. the Registration Rights Agreement duly executed by such Purchaser.

2.3.2.2 on or prior to the Closing Date:

2.3.2.2.1. such Purchaser's Subscription Amount by wire transfer to the account specified in writing by the Company or its designee.

2.4. **Closing Conditions.**

2.4.1. The respective obligations of the Company hereunder in connection with the Closing and the funding of the Subscription Amount are subject to each of the following conditions being satisfied (or waived in writing by the Company) as of the Closing Date. If any such condition is not satisfied (or so waived) as of the Closing Date, the Company shall have no obligation to issue and sell the Securities, without any liability to the Company:

2.4.1.1 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 Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date).

2.4.1.2 all obligations, covenants and agreements of each Purchaser required to be performed at or prior to the Closing Date shall have been performed.

2.4.1.3 the delivery by each Purchaser of the items set forth in Section 2.3.2 of this Agreement.

2.4.2. The respective obligations of the Purchaser hereunder in connection with the Closing and the funding of the Subscription Amount are subject to each of the following conditions being satisfied (or waived in writing by such Purchaser) as of the Closing Date. If any such condition is not satisfied (or so waived) as of the Closing Date, such Purchaser shall have no obligation to fund the Subscription Amount, without any liability to such Purchaser:

2.4.2.1 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).

2.4.2.2 all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed.

2.4.2.3 the delivery by the Company of the items set forth in Section 2.3.1 of this Agreement.

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

2.4.2.5 from the date hereof to the Closing Date, trading in the Class A Common Stock shall not have been suspended by the Commission or the Company's principal Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities.

3. **Representations and Warranties.**

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

3.1.1. **Subsidiaries.** All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1.1. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, all other references to the Subsidiaries or any of them in the Transaction Documents shall be disregarded.

3.1.2. **Organization and Qualification.** Each of the Company and its operating Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and 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**"; provided, however, that "**Material Adverse Effect**" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) the announcement, pendency or completion of the transactions contemplated by the Transaction Documents or (ii) any action required or permitted by the Transaction Documents or any action taken (or omitted to be taken) with the written consent of or at the written request of the Purchaser). As to all Company and Subsidiary power, authority and qualification, 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.

3.1.3. **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 legal, 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.

3.1.4. **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 or any Subsidiary'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.

3.1.5. **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) the filings required pursuant to Section 4.4 of this Agreement, (ii) the filing with the Commission of one or more Resale Registration Statements pursuant to the Registration Rights Agreement, (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Conversion Shares for trading thereon in the time and manner required thereby, (iv) the filing of Form D with the Commission and such other filings as are required to be made under applicable state securities laws, and (v) the Required Stockholder Approvals (as defined in the Certificate of Designation) (collectively, the "**Required Approvals**").

3.1.6. **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 (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof), free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and applicable law. The Conversion Shares, when issued and paid for in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof), free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and applicable law. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of Class A Common Stock for the purpose of enabling the Company to issue the maximum number of Conversion Shares pursuant to any conversion of the Preferred Stock, without regard to any limitations upon conversion of the Preferred Stock and assuming that the Conversion Price (as defined in the Certificate of Designation) is equal to the lowest Floor Price stated therein (as adjusted for forward and reverse stock splits, recapitalizations, stock dividends and the like after the date hereof).

3.1.7. **Capitalization.** The capitalization of the Company as of the date hereof is as set forth on Schedule 3.1.7, which Schedule 3.1.7 shall also include the number of Class A Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. Schedule 3.1.7 shall set forth all Class A Common Stock and Common Stock Equivalents of the Company that are issued and outstanding or issuable (including all Class A Common Stock issued or reserved for, or subject to, issuance upon the conversion, exercise, exchange or settlement of any outstanding Common Stock Equivalents or other rights), and shall be certified as true, correct and complete by the Chief Executive Officer or Chief Financial Officer of the Company. Other than as stated in Schedule 3.1.7, the Company has not issued any capital stock since February 6, 2026, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of Class A Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in Schedule 3.1.7, or pursuant to this Agreement, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Class A Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Class A Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue Class A Common Stock or other securities to any Person (other than the Purchaser). Except as set forth in Schedule 3.1.7, there are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. Except as set forth in Schedule 3.1.7, there are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities, other than the Required Stockholder Approvals (as defined in the Certificate of Designation). There are no stockholders' agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

3.1.8. **SEC Reports; Financial Statements.** The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “**SEC Reports**”) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles (“**U.S. GAAP**”), except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

3.1.9. **Material Changes; Undisclosed Events, Liabilities or Developments.** Since the date of the latest financial statements included within the SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to U.S. GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

3.1.10. **Litigation.** To the knowledge of the Company, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “**Action**”). Neither the Company nor any Subsidiary, nor, to the knowledge of the Company, any director or officer of the Company or any Subsidiary, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending, any investigation by the Commission involving the Company or any current or former director or officer of the Company, except in the ordinary course of business that would not have a Material Adverse Effect. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

3.1.11. **Labor Relations.** No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company’s or its Subsidiaries’ employees is a member of a union that relates to such employee’s relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.1.12. **Compliance.** To the knowledge of the Company, neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

3.1.13. **Environmental Laws**. To the knowledge of the Company, the Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("**Environmental Laws**"); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

3.1.14. **Regulatory Permits**. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

3.1.15. **Title to Assets**. To the knowledge of the Company, the Company and the Subsidiaries have good and marketable title in fee simple to, or have valid and marketable rights to lease or otherwise use, all real property and all personal property that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made in accordance with U.S. GAAP, and the payment of which is neither delinquent nor subject to penalties. Neither the Company nor any of its Subsidiaries has received any written notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or its Subsidiaries under any of the leases or subleases or licenses or with respect to the properties mentioned above, or affecting or questioning the rights of the Company or any Subsidiary to the continued possession or use of the leased or subleased or licensed premises or the properties mentioned above, other than such claims which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.1.16. **Intellectual Property.** The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the “**Intellectual Property Rights**”). None of, and neither the Company nor any Subsidiary has received notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned. Neither the Company nor any Subsidiary has received, since the date of the latest financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.1.17. **Insurance.** The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage in amount deemed prudent by the Company. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

3.1.18. **Transactions with Affiliates and Employees.** Except as set forth in the SEC Reports, during the past three fiscal years and the subsequent interim period through the date of this Agreement, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of \$120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

3.1.19. **Sarbanes-Oxley; Internal Accounting Controls.** The Company is in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002, as amended, that are in effect as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are in effect as of the date hereof. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company as of September 30, 2025. Since September 30, 2025, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

3.1.20. **Certain Fees.** No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person, unless explicitly stated elsewhere in the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1.20 that may be due in connection with the transactions contemplated by the Transaction Documents.

3.1.21. **Private Placement.** Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

3.1.22. **Investment Company.** The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not itself be, nor will it be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.1.23. **Registration Rights.** Except as disclosed on Schedule 3.1.23 and other than to each of the Purchaser pursuant to the Registration Rights Agreement, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

3.1.24. **Listing and Maintenance Requirements.** The Class A Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Class A Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, since its initial public offering, received notice from any Trading Market on which the Class A Common Stock are or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is in compliance with all such listing and maintenance requirements. The Class A Common Stock are currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

3.1.25. **Application of Takeover Protections.** The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its jurisdiction of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchaser's ownership of the Securities.

3.1.26. **[Reserved]**.

3.1.27. **Disclosure.** Except with respect to the terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor, to the Company's knowledge, any other Person acting on its behalf has provided any of the Purchaser or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchaser will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

3.1.28. **No Integrated Offering.** Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor, to the knowledge of the Company, any of its Affiliates, nor, to the knowledge of the Company, any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such securities under the Securities Act, or any applicable stockholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

3.1.29. **Solvency.** Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year after the Closing Date. Schedule 3.1.29 sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "**Indebtedness**" means (x) any liabilities for borrowed money or amounts owed in excess of \$50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of \$50,000 due under leases required to be capitalized in accordance with U.S. GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

3.1.30. **Tax Status.** The Company and its Subsidiaries each (i) has made or filed (or filed extensions thereof) all material United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all material taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and neither the Company nor any Subsidiary knows of any basis for any such claim.

3.1.31. **No General Solicitation.** Neither the Company nor, to the knowledge of the Company, any Person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other “accredited investors” within the meaning of Rule 501 under the Securities Act.

3.1.32. **Foreign Corrupt Practices Act.** Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

3.1.33. **Accountants.** The Company’s current accounting firm is Cherry Bekaert LLP. To the knowledge and belief of the Company, such accounting firm is a registered public accounting firm as required by the Exchange Act. The Company’s accounting firm shall express its opinion with respect to the financial statements to be included in the Company’s Annual Report for the now current fiscal year.

3.1.34. **No Disagreements with Accountants and Lawyers.** There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company which could affect the Company’s ability to perform any of its obligations under any of the Transaction Documents, and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company’s ability to perform any of its obligations under any of the Transaction Documents.

3.1.35. **Acknowledgment Regarding Purchaser’s Purchase of Securities.** The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm’s length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaser’s purchase of the Securities. The Company further represents to each Purchaser that the Company’s decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

3.1.36. **Acknowledgment Regarding Purchaser's Trading Activity.** Notwithstanding anything in this Agreement or elsewhere herein to the contrary (except for Sections 3.2.7 and 4.12 hereof), it is understood and acknowledged by the Company that: (i) none of the Purchasers has been asked by the Company to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term, (ii) past or future open market or other transactions by any Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities, (iii) any Purchaser, and counter-parties in "derivative" transactions to which any such Purchaser is a party, directly or indirectly, presently may have a "short" position in the Class A Common Stock and (iv) each Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) one or more Purchasers may engage in hedging activities at various times during the period that the Securities are outstanding, including, without limitation, during the periods that the value of the Conversion Shares deliverable with respect to Securities are being determined, and (z) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Documents.

3.1.37. **Regulation M Compliance.** The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

3.1.38. **Officers' Certificate.** Any certificate signed by any duly authorized officer of the Company and delivered to the Purchaser shall be deemed a representation and warranty by the Company to the Purchaser as to the matters covered thereby.

3.1.39. **D&O Questionnaires**. To the Company's knowledge, all information contained in the questionnaires most recently completed by each of the Company's directors and officers is true and correct in all respects and the Company has not become aware of any information which would cause the information disclosed in such questionnaires become inaccurate and incorrect.

3.1.40. **Share Option Plans**. Each stock option granted by the Company under the Company's stock option plan, if any, was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Class A Common Stock on the date such stock option would be considered granted under U.S. GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

3.1.41. **Office of Foreign Assets Control**. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**").

3.1.42. **U.S. Real Property Holding Corporation**. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Code.

3.1.43. **Bank Holding Company Act**. Neither the Company nor any of its Subsidiaries is subject to the Bank Holding Company Act of 1956, as amended (the "**BHCA**") and to regulation by the Board of Governors of the Federal Reserve System (the "**Federal Reserve**"). Neither the Company nor any of its Subsidiaries owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

3.1.44. **Money Laundering**. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "**Money Laundering Laws**"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

3.1.45. **No Disqualification Events.** With respect to the Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, or any executive officer, other officer of the Company participating in the offering hereunder, or to the Company's knowledge, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchaser a copy of any disclosures provided thereunder.

3.1.46. **Other Covered Persons.** The Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchaser in connection with the sale of any Securities.

3.1.47. **Notice of Disqualification Events.** The Company will notify the Purchaser in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

3.1.48. **Cybersecurity.** (i) (a) There has been no security breach or other compromise of or relating to any of the Company's or any Subsidiary's information technology and computer systems, networks, hardware, software, data (including the data of its respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of it), equipment or technology (collectively, "**IT Systems and Data**") and (b) the Company and the Subsidiaries have not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data; (ii) the Company and the Subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except, in the case of clauses (i) and (ii) herein, as would not, individually or in the aggregate, have a Material Adverse Effect; (iii) the Company and the Subsidiaries have implemented and maintained commercially reasonable safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and Data; and (iv) the Company and the Subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices.

3.2. **Representations and Warranties of the Purchaser.** Each Purchaser, for itself and for no other 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):

3.2.1. **Organization; Authority.** Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the law 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 such 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 such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the legal, valid and binding obligation of such 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.

3.2.2. **Own Account.** Such Purchaser understands that the Securities are "restricted securities" as defined in Rule 144 and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty shall not limit such Purchaser's right to sell the Securities pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

3.2.3. **Purchaser Status.** At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it converts any shares of Preferred Stock, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12), or (a)(13) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a)(1) under the Securities Act. Such Purchaser hereby represents that neither such Purchaser nor any of its Rule 506(d) Related Parties (as defined below) is a "bad actor" within the meaning of Rule 506(d) promulgated under the Securities Act. For purposes of this Agreement, "Rule 506(d) Related Party" shall mean a person or entity covered by the "Bad Actor disqualification" provision of Rule 506(d) of the Securities Act.

3.2.4. **Experience of Such Purchaser.** Such 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. Such 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.

3.2.5. **General Solicitation.** Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

3.2.6. **Access to Information.** Such 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.

3.2.7. **Certain Transactions and Confidentiality.** Other than consummating the transactions contemplated hereunder, such Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement or to such Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and Affiliates, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). 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.

3.2.8. **No Intent to Effect a Change of Control.** Such Purchaser has no present intent to effect a “change of control” of the Company as such term is interpreted and understood under the rules promulgated pursuant to Section 13(d) of the Exchange Act.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect such 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.

4. **Other Agreements of the Parties.**

4.1. **Transfer Restrictions.**

4.1.1. The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or in connection with a pledge as contemplated in Section 4.1.2, the Company may require the transferor thereof to provide to the Company, at the transferor’s sole costs and expense, an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights and obligations of a Purchaser under this Agreement and the Registration Rights Agreement.

4.1.2. Each Purchaser agrees that certificates or other instruments representing the Securities shall bear, and the Company may maintain stop-transfer instructions with respect to, such legends as are necessary to comply with applicable securities laws, including substantially the following legend:

[NEITHER] THIS SECURITY [NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE] HAS [NOT] BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY [AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY] MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN “ACCREDITED INVESTOR” AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an “accredited investor” as defined in Rule 501(a) under the Securities Act and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser’s sole cost and expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities, including, if the Securities are subject to registration pursuant to the Registration Rights Agreement, the preparation and filing of any required prospectus supplement under Rule 424(b)(3) under the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of Selling Stockholders (as defined in the Registration Rights Agreement) thereunder.

4.1.3. Certificates evidencing the Conversion Shares shall not contain any legend (including the legend set forth in Section 4.1.2 hereof) (i) while a registration statement (including the Resale Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Conversion Shares pursuant to Rule 144, (iii) if such Conversion Shares are eligible for sale or may be sold under Rule 144 without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent or a Purchaser if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by a Purchaser, respectively. If all or any portion of a share of Preferred Stock is converted at a time when there is an effective registration statement to cover the resale of the Conversion Shares, if the Conversion Shares or Conversion Shares may be sold under Rule 144 without volume or manner-of-sale restrictions and the Company is then in compliance with the current public information required under Rule 144, or if the Conversion Shares may be sold under Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Conversion Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission), then such Conversion Shares shall be issued free of all legends. The Company agrees that following the Resale Effective Date or at such time as such legend is no longer required under this Section 4.1.3, it will, no later than one (1) Trading Day following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate (or book-entry notation) representing Conversion Shares, as the case may be, issued with a restrictive legend (such date, the “**Legend Removal Date**”), at the Company’s sole cost, deliver or cause to be delivered to such Purchaser a certificate representing such Conversion Shares, as the case may be, that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. The Company agrees that no medallion guarantee (or other type of guarantee or notarization) shall be required to remove a legend from any Conversion Shares, as the case may be. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to such Purchaser by crediting the account of such Purchaser’s prime broker with the Depository Trust Company System as directed by such Purchaser. In addition to such Purchaser’s other available remedies, the Company shall pay to such Purchaser, in cash, as partial liquidated damages and not as a penalty, five percent (5%) of the total of the value of the Conversion Shares for which the removal of the legend is sought (based on the VWAP of the Class A Common Stock on the date such Conversion Shares are submitted to the Transfer Agent) upon such failure, and an additional five percent (5%) of such value for each full month (prorated for any partial month) that said opinion is not delivered after the Legend Removal Date until such certificate is delivered without a legend.

4.1.4. In addition to such Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, (i) as partial liquidated damages and not as a penalty, for each \$1,000 of Conversion Shares (based on the VWAP of the Class A Common Stock on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 4.1.3, \$20 per Trading Day (increasing to \$35 per Trading Day five (5) Trading Days after the Legend Removal Date) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend and (ii) if the Company fails to (a) issue and deliver (or cause to be delivered) to a Purchaser by the Legend Removal Date a certificate representing the Securities so delivered to the Company by such Purchaser that is free from all restrictive and other legends and (b) if after the Legend Removal Date such Purchaser purchases (in an open market transaction or otherwise) Class A Common Stock to deliver in satisfaction of a sale by such Purchaser of all or any portion of the number of Class A Common Stock, or a sale of a number of Class A Common Stock equal to all or any portion of the number of Class A Common Stock that such Purchaser anticipated receiving from the Company without any restrictive legend, then, an amount equal to the excess of such Purchaser's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the Class A Common Stock so purchased (including brokerage commissions and other out-of-pocket expenses, if any) (the "**Buy-In Price**") over the product of (A) such number of Conversion Shares that the Company was required to deliver to such Purchaser by the Legend Removal Date multiplied by (B) the lowest closing sale price of the Class A Common Stock on any Trading Day during the period commencing on the date of the delivery by such Purchaser to the Company of the applicable Conversion Shares (as the case may be) and ending on the date of such delivery and payment under this clause (ii).

4.1.5. Each Purchaser, severally and not jointly with the other Purchasers, agrees with the Company that such Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Resale Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4.2. Furnishing of Information; Public Information.

4.2.1. Until no Purchaser owns any Securities and the Preferred Stock have terminated, the Company covenants to maintain the effectiveness of the registration of the Class A Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

4.2.2. At any time during the period commencing from the six (6) month anniversary of the date hereof and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company (i) shall fail for any reason to satisfy the current public information requirement under Rule 144(c) or (ii) has ever been an issuer described in Rule 144(i)(1)(i) or becomes such an issuer in the future, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2) (a "**Public Information Failure**") then, in addition to such Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to five percent (5.0%) of the aggregate Subscription Amount of such Purchaser's Securities on the Calendar Day of a Public Information Failure and on every thirtieth (30th) Calendar Day (prorated for periods totaling less than thirty Calendar Days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchaser to transfer the Conversion Shares pursuant to Rule 144. The payments to which a Purchaser shall be entitled pursuant to this Section 4.2.2 are referred to herein as "**Public Information Failure Payments**." Public Information Failure Payments shall be paid on the earlier of (i) the last Calendar Day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3rd) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. If the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 1.5% per month (prorated for partial months) until paid in full. Nothing herein shall limit such Purchaser's right to pursue actual damages for the Public Information Failure, and such Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.3. **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 in a manner that would require the registration under the Securities Act of the sale of the Securities or 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.

4.4. **Securities Laws Disclosure; Publicity.** The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) promptly furnish to the Commission a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission. From and after the issuance of such press release, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to any of the Purchaser by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates on the one hand, and any of the Purchaser or any of their Affiliates on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except (a) to the extent required by federal securities law in connection with (i) any Resale Registration Statement contemplated by this Agreement or the Registration Rights Agreement and (ii) the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which such cases the Company shall (x) obtain prior advice of competent counsel that such disclosure is required, (y) provide the Purchaser with prior notice of such disclosure permitted under this Section 4.4 and (z) reasonably cooperate with such Purchaser regarding such disclosure.

4.5. **Stockholder Rights Plan.** No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any 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 any 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.

4.6. **Non-Public Information.** Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.4, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates delivers any material, non-public information to a Purchaser without such Purchaser’s consent, the Company hereby covenants and agrees that such Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of, such material, non-public information, provided that such Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously with the delivery of such notice furnish such notice to the Commission pursuant to a Current Report on Form 8-K. If the Company shall fail to so furnish such notice to the Commission within the time period required above, then, in addition to such Purchaser’s other available remedies, such Purchaser shall be entitled (but not obligated) to publicly disclose such material, non-public information, and from and after such failure no Purchaser shall have any duty of confidentiality, or any duty not to trade in the securities of the Company on the basis of, such material, non-public information, in each case to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, agents or Affiliates, provided that such Purchaser shall remain subject to applicable law. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7. **Use of Proceeds.** The Company shall use the net proceeds from the sale of the Securities hereunder for general corporate purposes (which for the avoidance of doubt may include acquisitions, in the Company’s discretion), including working capital. The Company shall not use such proceeds: (a) for the satisfaction of any portion of the Company’s debt (other than payment of trade payables in the ordinary course of the Company’s business and prior practices), (b) for the redemption of any Class A Common Stock or Common Stock Equivalents, (c) for the settlement of any outstanding litigation or (d) in violation of FCPA or OFAC regulations.

4.8. Indemnification of each Purchaser. Subject to the provisions of this Section 4.8, the Company will indemnify and hold each Purchaser and its directors, officers, stockholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a “**Purchaser Party**”) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, (b) any action instituted against the Purchaser Parties in any capacity (including a Purchaser Party’s status as an investor), or any of them or their respective Affiliates, by the Company or any stockholder of the Company who is not an Affiliate of such Purchaser Party, arising out of or relating to any of the transactions contemplated by the Transaction Documents. For the avoidance of doubt, the indemnification provided herein is intended to, and shall also cover, direct claims brought by the Company against the Purchaser Parties; provided, however, that such indemnification shall not cover any loss, claim, damage or liability to the extent it is finally judicially determined to be attributable to such Purchaser Party’s material breach of any of the representations, warranties or covenants made by such Purchaser Party in any Transaction Document, which material breach directly gave rise to the claim, for which indemnification is sought, or any conduct by such Purchaser Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct or (c) in connection with any Resale Registration Statement of the Company providing for the resale by the Purchasers of the Conversion Shares issued and issuable upon conversion of the Preferred Stock, the Company will indemnify each Purchaser Party, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys’ fees) and expenses, as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in such Resale Registration Statement, any prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Purchaser Party furnished in writing to the Company by such Purchaser Party expressly for use therein, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder in connection therewith). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and, except with respect to direct claims brought by the Company, the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel to the applicable Purchaser Party (which may be internal counsel), a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement for any settlement by a Purchaser Party effected without the Company’s prior written consent, which shall not be unreasonably withheld or delayed. In addition, if any Purchaser Party takes actions to collect amounts due under any Transaction Documents or to enforce the provisions of any Transaction Documents, then the Company shall pay the costs incurred by such Purchaser Party for such collection, enforcement or action, including, but not limited to, attorneys’ fees and disbursements. The indemnification and other payment obligations required by this Section 4.8 shall be made by periodic payments of the amount thereof during the course of the investigation, defense, collection, enforcement or action, as and when bills are received or are incurred; provided, however, that if any Purchaser Party is finally judicially determined not to be entitled to indemnification or payment under this Section 4.8, such Purchaser Party shall promptly reimburse the Company for any payments that are advanced under this sentence. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.9. Listing of Class A Common Stock. The Company hereby agrees to use its best efforts to maintain the listing or quotation of the Class A Common Stock on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Conversion Shares on such Trading Market and promptly secure the listing of all of the Conversion Shares on such Trading Market. The Company further agrees, if the Company applies to have the Class A Common Stock traded on any other Trading Market, it will then include in such application all of the Conversion Shares, and will take such other action as is necessary to cause all of the Conversion Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Class A Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Class A Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

4.10. Subsequent Equity Sales.

4.10.1. From the date hereof and for so long as any Preferred Stock remains outstanding, neither the Company nor any Subsidiary shall (i) issue, enter into any agreement to issue or announce the issuance or proposed issuance of any Class A Common Stock or Common Stock Equivalents, (ii) incur any Indebtedness, (iii) enter into any agreement with respect to any of the foregoing, (iv) engage, retain or enter into any agreement or understanding with any investment bank, placement agent, underwriter, broker-dealer, finder or other funding source with respect to any of the foregoing, or (v) file any registration statement or any amendment or supplement thereto, in each case other than as contemplated pursuant to the Registration Rights Agreement or, solely with respect to securities issued pursuant to any share or option plan duly adopted for such purpose by the Board of Directors or a committee of non-employee directors established for such purpose for services rendered to the Company, on Form S-8.

4.10.2. From the date hereof until such time as no Securities remain outstanding, the Company and its Subsidiaries shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Class A Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. Any Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages

4.10.3. Notwithstanding the foregoing, this Section 4.10 shall not apply in respect of an Exempt Issuance, except that no Variable Rate Transaction shall be an Exempt Issuance, except for the ELOC.

4.11. Equal Treatment of Purchaser. No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchaser as a class and shall not in any way be construed as the Purchaser acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise.

4.12. 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 pursuant to the initial press release as described in Section 4.4. Each Purchaser, severally and not jointly with the other Purchaser, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, such Purchaser will maintain the confidentiality of the existence and terms of this transaction. Notwithstanding the foregoing and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Purchaser makes 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 pursuant to the initial press release as described in Section 4.4, (ii) no Purchaser shall 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 pursuant to the initial press release as described in Section 4.4 and (iii) no Purchaser shall have any duty of confidentiality or duty not to trade in the securities of the Company to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, agents or Affiliates after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement.

4.13. Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchasers at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

4.14. Capital Changes. Until the later of (i) the date that is one hundred and eighty (180) days after the Release Date and (ii) the date on which no Preferred Stock remains outstanding, the Company shall not undertake a reverse or forward stock split or reclassification of the Class A Common Stock without the prior written consent of the Purchaser holding a majority in interest of the then-outstanding shares of Preferred Stock (based on Stated Value); provided, however, that nothing herein will prevent the Company from seeking and obtaining a stock combination required to meet the continued listing standards of the Company's principal Trading Market. Notwithstanding the foregoing, neither the prior written consent of the Purchaser nor compliance with this Section shall be required in connection with any reverse stock split of the issued and outstanding Class A Common Stock at a ratio of up to five hundred-to-one (500:1) that is authorized as contemplated by this Agreement, provided that any such reverse stock split reduces only the number of issued and outstanding Class A Common Stock and does not reduce the number of authorized Class A Common Stock.

4.15. Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding Class A Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Conversion Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.16. **Lock-Up Agreements.** The Company shall not amend, modify, waive or terminate any provision of any of the Lock-Up Agreements (and any lock-up agreements contemplated in the Lock-Up Agreements) except to extend the term of the lock-up period and shall enforce the provisions of each Lock-Up Agreement (and any lock-up agreements contemplated in the Lock-Up Agreements) in accordance with its terms. If any party to a Lock-Up Agreement (and any lock-up agreements contemplated in the Lock-Up Agreements) breaches any provision of a Lock-Up Agreement, the Company shall promptly use its best efforts to seek specific performance of the terms of such Lock-Up Agreement (and any lock-up agreements contemplated in the Lock-Up Agreements).

4.17. **Registration Rights Agreement.** On the date hereof, the Company shall enter into the Registration Rights Agreement and shall not amend, modify, waive or terminate any provision of the Registration Rights Agreement, except pursuant to the terms of the Registration Rights Agreement.

4.18. **Most Favored Nation.** From the date hereof and for so long as any Preferred Stock is owned by any Purchaser, the Company shall not enter into any agreement for the sale or issuance of its securities (in each case, other than an Exempt Issuance or any issuance or transaction under the ELOC) (including securities convertible into or exercisable for Class A Common Stock or Common Stock Equivalents) to any individual or entity (an “**Other Investor**”) that provides such Other Investor with rights, terms, or benefits that are more favorable in any material respect than those granted to the Purchaser under this Agreement, without offering the Purchaser such more favorable rights, terms, or benefits. In the event the Company intends to offer such more favorable rights, terms, or benefits to any Other Investor, it shall promptly provide written notice to the Purchaser (the “**MFN Notice**”), which shall include reasonable detail of such more favorable terms and any related agreements. The Purchaser shall have the right, exercisable by written notice to the Company, to receive the benefit of such more favorable terms, which shall automatically amend this Agreement and any Securities held by the Purchaser to incorporate such more favorable terms. If the Purchaser elects to accept such terms, the Company and the Purchaser agree to execute such documentation as may be reasonably necessary to effectuate the amendment of this Agreement and the Securities, including the physical exchange of securities if required. Notwithstanding the foregoing, this Section shall not apply to any subsequent financing where the proceeds will be used to repay the entire outstanding principal portion of the Preferred Stock.

4.19. **Reservation of Class A Common Stock.** As of the date hereof, the Company has reserved and shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Class A Common Stock for the purpose of enabling the Company to issue the maximum number of Conversion Shares issuable upon conversion in full of all outstanding Preferred Stock (calculated assuming conversion in full of the aggregate Stated Value of, and all accrued and unpaid dividends on, the Preferred Stock at the Floor Price set forth in the Certificate of Designation, and in any event equal to not less than 300% of such number), without regard to any limitations on conversion set forth in the Certificate of Designation. If at any time while the Preferred Stock remains outstanding, the Company does not have a sufficient number of shares of Class A Common Stock available to honor the conversion in full of all outstanding Preferred Stock at the Adjusted Floor Price, the Company shall allocate the available shares of Class A Common Stock on a pro rata basis among all Purchaser converting Preferred Stock, and then company shall promptly increase the authorized shares of Class A Common Stock to issue all Conversion Shares in full.

4.20. **Conversion Procedures.** The form of Notice of Conversion included in the Certificate of Designation sets forth the totality of the procedures required of the Purchaser in order to convert the Preferred Stock. No additional legal opinion, other information or instructions shall be required of the Purchaser to convert their Preferred Stock. Without limiting the preceding sentences, no ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required in order to convert the Preferred Stock. The Company shall honor conversions of the Preferred Stock and shall deliver Conversion Shares in accordance with the terms, conditions and time periods set forth in the Transaction Documents and the Certificate of Designation.

4.21. **Stockholder Meeting.** The Company shall, as promptly as practicable following the Closing Date (but in any event no later than one hundred eighty (180) days after the Initial Issuance Date (as defined in the Certificate of Designation)), hold a special meeting of its stockholders for the purpose of obtaining the Required Stockholder Approvals (as defined in the Certificate of Designation), including approval, in accordance with Nasdaq Listing Rules 5635(b), 5635(c) and 5635(d), of (i) the issuance of Conversion Shares in excess of 19.99% of the shares of Class A Common Stock outstanding as of the Closing Date and (ii) the right of the Purchasers to vote the Preferred Stock and the Conversion Shares in excess of 19.99% of the voting power of the Company outstanding as of the Closing Date, in each case with the recommendation of the Board of Directors that such proposals be approved. If the Required Stockholder Approvals are not obtained at such meeting, the Company shall call and hold additional meetings of its stockholders for such purpose at least once every thirty (30) days thereafter until the Required Stockholder Approvals are obtained. Unless and until the Required Stockholder Approvals are obtained, (x) the Company shall not issue Conversion Shares in excess of the Exchange Cap (as defined in the Certificate of Designation) and (y) no Purchaser shall be entitled to cast votes in respect of the Preferred Stock and any Conversion Shares representing, in the aggregate, more than 19.99% of the voting power of the Company outstanding as of the Closing Date.

4.22. **Series D Consent.** The Company shall use its best efforts to obtain, as promptly as practicable and in any event within thirty (30) Calendar Days after the Closing Date, and shall deliver to each Purchaser a copy of, the written consent, waiver and ratification of the holders of the requisite amount of the Company's Series D Convertible Preferred Stock under the securities purchase agreement, certificate of designation and registration rights agreement, each dated August 5, 2026, relating to the Series D Convertible Preferred Stock (the "Series D Documents"), (i) consenting to and ratifying, effective as of the Closing Date, the creation and issuance of the Preferred Stock and the Transaction Documents (including under Sections 15 and 18 of such certificate of designation), (ii) waiving any most-favored-nation, subsequent-equity-sale and Variable Rate Transaction restrictions, and any Event of Default, Default Premium or Default Dividend, under the Series D Documents arising from the transactions contemplated hereby, and (iii) consenting under Sections 6.2 and 6.5 of such registration rights agreement to the registration of the Conversion Shares (the "Series D Consent"). Each Purchaser shall be an express third-party beneficiary of the Series D Consent.

5. **Miscellaneous.**

5.1. **Termination.** This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5th) 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 (including, without limitation, any fees required for same-Calendar Day processing of any instruction letter delivered by the Company and any conversion notice delivered by a Purchaser), 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 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 at the email address as set forth on the signature pages attached hereto on a Calendar 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 (2nd) 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. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously furnish such notice to the Commission pursuant to a Current Report on Form 8-K.

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 Purchaser that hold a majority in interest of the then-outstanding shares of Preferred Stock (based on Stated Value) or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver disproportionately and adversely impacts a Purchaser (or multiple Purchasers), the consent of such disproportionately impacted Purchaser (or multiple Purchasers) shall also be required. 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 proposed amendment or waiver that disproportionately, materially and adversely affects the rights and obligations of any Purchaser relative to the comparable rights and obligations of the other Purchasers shall require the prior written consent of such adversely affected Purchaser. Any amendment effected in accordance with this Section 5.5 shall be binding upon each Purchaser and holder of Securities 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 each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such 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, except as otherwise set forth in Section 4.8 and this Section 5.8.

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 law of the State of Nevada without regard to the principles of conflicts of law thereof.

5.10. **Arbitration.** Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, employees or agents) shall be commenced exclusively by arbitration be administered by Mediation and Civil Arbitration, Inc. d/b/a RapidRuling (www.rapidruling.com) in accordance with its Commercial Arbitration Rules effective at the time a claim is made (the "**Rules**"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitrators shall be appointed by RapidRuling. The place of arbitration shall be New York, New York, and any hearing shall be held via video or telephone conference. The parties hereto agree that no objection shall be taken to the decision, order or award of the tribunal following any such hearing on the basis that the hearing was held by video or telephone conference. The parties hereto consent to electronic service of process, with service to be made to the following email addresses the Company: ryan.zeek@boxlight.com, with a copy to jlucosky@lucbro.com, and Investor: michael.p@jjastor.com. All such service of process may come from the opposing party's email listed here, efile@rapidruling.com. The parties hereto shall list all said email addresses as "safe senders" (or other whitelist) and are responsible to check their "SPAM" and "junk" type incoming messages on a daily basis. In any such arbitration award, the arbitrator shall require the breaching party (if any), as finally determined by the arbitrator, to pay the non-breaching Party's costs and expenses (including such nonbreaching party's reasonable attorneys' fees, arbitration costs, court costs, and other expenses) associated with enforcing the Agreement and collecting any judgment related thereto. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement.

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

5.12. **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. If any signature is delivered 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 ".pdf" signature page were an original thereof.

5.13. **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.

5.14. **Rescission and Withdrawal Right.** Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that, in the case of a rescission of a conversion of a share of Preferred Stock, the applicable Purchaser shall be required to return any Class A Common Stock subject to any such rescinded Notice of Conversion concurrently with the restoration of such Purchaser's share of Preferred Stock so converted and such Purchaser's right to acquire such Conversion Shares upon conversion of such Preferred Stock (including, issuance of a replacement book-entry statement (or certificate) evidencing such restored share of Preferred Stock).

5.15. **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.

5.16. **Remedies.** In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers 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.

5.17. **Payment Set Aside.** To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a 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.

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

5.19. **Liquidated Damages.** The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

5.20. **Saturdays, Sundays, Holidays, etc.** If the last or appointed Calendar 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.

5.21. **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 Class A 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 Class A Common Stock that occur after the date of this Agreement.

5.22. **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.**

[BOXL Securities Purchase Agreement Signature Pages Follow]

[BOXL Securities Purchase Agreement – Company Signature Page]

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.

BOXLIGHT CORPORATION

By: _____
Name: Jennifer Grabow
Title: Interim Chief Financial Officer

Address for Notice:

2750 Premiere Parkway, Suite 900, Duluth, Georgia 30097

Email: jennifer.grabow@boxlight.com

[BOXL Securities Purchase Agreement – Investor Signature Page]

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

Name of Purchaser: J.J. Astor & Co.

Signature of Authorized Signatory of Purchaser:

Name of Authorized Signatory:

Michael Pope

Title of Authorized Signatory:

Chief Executive Officer

Email Address of Authorized Signatory:

michael.p@jjastor.com

Address for Notice to Purchaser:

26 S Rio Grande St #2072, Salt Lake City, Utah 84101

Address for Delivery of Securities to Purchaser (if not same as address for notice):

Same as address for notice

Subscription Amount:

\$850,000

Shares of Preferred Stock:

106,250

Beneficial Ownership Blocker:

19.99% (until Required Stockholder Approvals)

Employer Identification Number:

99-2375726

Exhibit 1.10.1

Form of Certificate of Designation

[Attached hereto.]

Exhibit 1.36.1

Form of Lock-Up Agreement

[Previously executed as of August 5, 2026; form filed as Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the Commission on August 11, 2026, and incorporated herein by reference.]

Exhibit 1.36.2

Lock-Up Parties

- Michael Pope (solely with respect to securities held by him individually and not with respect to any securities held by J.J. Astor & Co. or its affiliates, including the Securities and the Conversion Shares)
 - Carine Clark
 - Peter Fittin
 - Tiffany Kuo
 - Mark Elliott
-

Exhibit 1.49

Form of Registration Rights Agreement

[Attached hereto.]

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of September 30, 2026, between Boxlight Corporation, a Nevada corporation (the “**Company**”), and the purchaser signatory hereto (the “**Purchaser**”).

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof, between the Company and the Purchaser (the “**Securities Purchase Agreement**”).

The Company and the Purchaser hereby agrees as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Securities Purchase Agreement shall have the meanings given such terms in the Securities Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:
 - 1.1. “**Advice**” shall have the meaning set forth in Section 6.3.
 - 1.2. “**Closing Date**” shall have the meaning set forth in the Securities Purchase Agreement.
 - 1.3. “**Effectiveness Period**” shall have the meaning set forth in Section 2.1.
 - 1.4. “**Filing Date**” means, with respect to the Initial Registration Statement required hereunder, the date that is thirty (30) Calendar Days after the Closing Date, and, with respect to any additional Registration Statements which may be required pursuant to Section 2.3 or Section 3.3, the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.
 - 1.5. “**Holder**” or “**Holders**” means the holder or holders, as the case may be, from time to time of Registrable Securities.
 - 1.6. “**Initial Registration Statement**” means the initial Registration Statement filed pursuant to this Agreement.
 - 1.7. “**Losses**” shall have the meaning set forth in Section 5.1.
 - 1.8. “**Plan of Distribution**” shall have the meaning set forth in Section 2.1.
-

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

1.10. “**Registrable Securities**” means, as of any date of determination, (a) 200% of all Conversion Shares then issued or issuable upon conversion of the Preferred Stock (assuming that the Preferred Stock is converted at the Adjusted Floor Price (as defined in the Certificate of Designation) and without regard to any limitations on conversion set forth in the Certificate of Designation, including the Beneficial Ownership Limitation (as defined therein)), and (b) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 (if such requirement is applicable) as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company).

1.11. “**Registration Statement**” means any registration statement required to be filed (or confidentially submitted) hereunder pursuant to Section 2.1 and any additional registration statements contemplated by Section 2.3 or Section 3.3, including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement. For the sake of clarity, a Registration Statement must include or incorporate by reference, financial statements that satisfy the requirements of Regulation S-X (including requirements as to the age of financial statements) to satisfy the definitions of Registration Statement in this Section 1.11.

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

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

1.14. “**Selling Stockholder Questionnaire**” shall have the meaning set forth in Section 3.1.

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

2. **Registration Statement.**

2.1. On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Notwithstanding the foregoing, the Company shall initially submit the Initial Registration Statement to the Commission on a confidential basis as a draft registration statement in accordance with the Commission's nonpublic review procedures; the Company's confidential submission of the Initial Registration Statement on or prior to the Filing Date shall satisfy the Company's obligation under this Section 2.1 to file the Initial Registration Statement by the Filing Date, and the Company shall thereafter publicly file the Initial Registration Statement as promptly as practicable following completion of the Commission's nonpublic review thereof. Each Registration Statement filed hereunder shall be on Form S-1 (or Form S-3 to the extent the Company is eligible to use such registration statement form, subject to the provisions of Section 2.4) and shall contain (unless otherwise directed by at least 85% in interest of the Holders) substantially the "Plan of Distribution" attached hereto as Annex 2.1.1 and substantially the "Selling Stockholders" section attached hereto as Annex 2.1.2; provided, however, that no Holder shall be required to be named as an "underwriter" without such Holder's express prior written consent. Subject to the terms of this Agreement, the Company shall use its best efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3.3) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in no event later than the earlier of (x) sixty (60) Calendar Days after the Closing Date and (y) the second (2nd) Trading Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be reviewed or is no longer subject to further review or comment, and shall use its best efforts to keep such Registration Statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 (to the extent applicable), as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the "**Effectiveness Period**"). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day. The Company shall immediately notify the Holders by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 5:30 p.m. (New York City time) on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424.

2.2. Notwithstanding the registration obligations set forth in Section 2.1, if all of the Registrable Securities cannot, as a result of the application of the SEC Guidance, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its best efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1 or such other form available to register for resale the Registrable Securities as a secondary offering, subject to the provisions of Section 2.4; with respect to filing on Form S-1 or other appropriate form; provided, however, that prior to filing such amendment, the Company shall be obligated to use reasonable best efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

2.3. Notwithstanding any other provision of this Agreement, if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used reasonable best efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows:

2.3.1. First, the Company shall reduce or eliminate any securities to be included other than Registrable Securities; and

2.3.2. Second, the Company shall reduce Registrable Securities represented by the Conversion Shares (applied, in the case that some Conversion Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Conversion Shares held by such Holders).

In the event of a cutback hereunder, the Company shall give the Holder at least five (5) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

2.4. Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Holder or affiliate of a Holder as any Underwriter without the prior written consent of such Holder.

2.5. **Liquidated Damages.** If: (i) the Initial Registration Statement is not filed with (or confidentially submitted to) the Commission on or prior to the Filing Date; (ii) a Registration Statement is not declared effective by the Commission on or prior to the date required under Section 2.1; (iii) after a Registration Statement is declared effective, the Holders are unable to use the Prospectus to resell their Registrable Securities for any reason; or (iv) the Company fails for any reason to satisfy the current public information requirement under Rule 144 or the conditions of Rule 172 (each, a "**Registration Event**", and the date on which any Registration Event occurs, an "**Event Date**"), then, as partial relief for the damages to the Holders by reason thereof (which the parties agree are not capable of precise quantification), the Company shall pay to each Holder an amount in cash equal to five percent (5.0%) of the aggregate Subscription Amount (as defined in the Securities Purchase Agreement) paid by such Holder for the Registrable Securities held by such Holder on the Event Date, and an additional five percent (5.0%) of such aggregate Subscription Amount on each thirty (30)-day anniversary of the Event Date (prorated for any period of less than thirty (30) days) until the applicable Registration Event is cured (such payments, the "Liquidated Damages"). The Liquidated Damages shall be paid within two (2) Trading Days after the Event Date and within two (2) Trading Days after each subsequent thirty (30)-day anniversary until the applicable Registration Event is cured. If the Company fails to pay any Liquidated Damages when due, the Company shall pay interest thereon at a rate of eighteen percent (18%) per annum (or such lesser maximum amount permitted by applicable law) until paid in full. The Liquidated Damages payable under this Section 2.5 are in addition to, and not in lieu of, any other remedies available to the Holders at law or in equity under this Agreement.

3. **Registration Procedures.** In connection with the Company's registration obligations hereunder, the Company shall:

3.1. Not less than five (5) Trading Days prior to the filing of each Registration Statement and not less than two (2) Trading Days prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than five (5) Trading Days after the Holders have been so furnished copies of a Registration Statement or two (2) Trading Days after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex 3.1 (a "**Selling Stockholder Questionnaire**") on a date that is not less than one (1) Trading Day prior to the Filing Date or, if later, by the end of the second (2nd) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

3.2. (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as possible (and in any event within one (1) Trading Day) to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its Subsidiaries), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

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

3.4. **Notification of Certain Events.** The Company shall notify the Holders of Registrable Securities upon the occurrence of any of the following events:

3.4.1. **Proposed Filings; Commission Review; Effectiveness.** If the Company proposes to file a Prospectus, any Prospectus supplement or any post-effective amendment to a Registration Statement, it shall notify the Holders at least one (1) Trading Day prior to such filing. If the Commission notifies the Company that it will review a Registration Statement or provides any written comments with respect thereto, the Company shall notify the Holders within one (1) Trading Day after receipt of such notice or comments. The Company shall also notify the Holders as promptly as possible, but in no event later than one (1) Trading Day after a Registration Statement or any post-effective amendment thereto becomes effective.

3.4.2. **Requests for Amendments or Additional Information.** If the Commission or any other federal or state governmental authority requests any amendment or supplement to a Registration Statement or Prospectus, or requests additional information, the Company shall notify the Holders as promptly as possible, but in no event later than one (1) Trading Day after receipt of such request.

3.4.3. **Stop Orders.** If the Commission or any other federal or state governmental authority issues any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities, or initiates or threatens to initiate any proceeding for such purpose, the Company shall notify the Holders as promptly as possible, but in no event later than within one (1) Trading Day.

3.4.4. **Suspension of Qualification.** If the Company receives notice of the suspension of the qualification or exemption from qualification of any Registrable Securities for sale in any jurisdiction, or of the initiation or threatened initiation of any proceeding for such purpose, the Company shall notify the Holders as promptly as possible, but in no event later than within one (1) Trading Day.

3.4.5. Material Misstatements or Omissions. If any event occurs or the passage of time causes the financial statements included in a Registration Statement to become ineligible for inclusion therein, or causes any statement contained in a Registration Statement, Prospectus or any document incorporated or deemed incorporated therein by reference to be untrue in any material respect, or requires revisions to a Registration Statement, Prospectus or any incorporated document so that the Registration Statement or Prospectus, as applicable, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company shall notify the Holders as promptly as possible, but in no event later than one (1) Trading Day after becoming aware of such event or circumstance.

3.4.6. Pending Corporate Developments. Upon the occurrence or existence of any pending corporate development with respect to the Company that, in the reasonable good-faith judgment of the Company's board of directors, (A) would require the disclosure of material non-public information that the Company has a bona fide business purpose for preserving as confidential, and (B) continued use of the Prospectus would render the Company unable to comply with the requirements of the Commission, in each case under circumstances that would make it impractical or inadvisable for the Holders to use the Prospectus during such period, the Company shall notify the Holders as promptly as possible, but in no event later than one (1) Trading Day after making such determination.

Any notice delivered pursuant to Sections 3.4.3 through 3.4.6 shall instruct the Holders to suspend the use of the Prospectus until the requisite changes have been made. If requested by any Holder, the Company shall confirm any notice delivered pursuant to this Section 3.4 in writing as promptly as possible, but in no event later than one (1) Trading Day after providing such notice.

Notwithstanding the foregoing, in no event shall any notice delivered pursuant to this Section 3.4 contain any material non-public information regarding the Company or any of its Subsidiaries, and the Holders shall have no duty of confidentiality to the Company or any of its Subsidiaries and no duty to the Company not to trade on the basis of such information.

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

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

3.7. Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except during any period following the delivery of any notice pursuant to Sections 3.4.3 through 3.4.6 until the requisite changes have been made.

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

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

3.10. Upon the occurrence of any event contemplated by Sections 3.4.3 through 3.4.6, as promptly as possible (and in any event within two (2) Trading Days), prepare and file a supplement or amendment, including a post-effective amendment, to the applicable Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company shall use best efforts to cause any such amendment or supplement to become effective as promptly as practicable.

3.11. Otherwise use its best efforts to comply with all applicable rules and regulations of the Commission under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final Prospectus, including any supplement or amendment thereof, with the Commission pursuant to Rule 424 under the Securities Act, promptly inform the Holders in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder.

3.12. The Company may require each selling Holder to furnish to the Company a certified statement as to the number of Class A Common Stock beneficially owned by such Holder and, if required by the Commission or the Securities Act, the natural persons thereof that have voting and dispositive control over the Class A Common Stock.

4. **Registration Expenses.** All fees and expenses incident to the performance of, or compliance with, this Agreement by the Company (other than underwriting discounts and commissions, if any) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Class A Common Stock are then listed for trading, and (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance to be purchased at the sole discretion of the Company, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

5. **Indemnification.**

5.1. **Indemnification by the Company.** The Company will indemnify and hold each Holder and its directors, officers, stockholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Holder (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a “**Holder Party**”) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable and actual attorneys’ fees and costs of investigation that any such Holder Party may suffer or incur (collectively, “**Losses**”) as a result of or relating to: (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, or (b) any threatened or actual action, suit, claim, investigation, inquiry or other proceeding instituted or brought against any Holder Party by any Person (including, without limitation, the Company, any stockholder of the Company, or any other third party), arising out of or relating to this Agreement, any other Transaction Document, the actual or alleged execution, delivery, performance or consummation of the transactions contemplated hereby or thereby, or the issuance, purchase, ownership or disposition of the Registrable Securities. In addition, in connection with any Registration Statement of the Company providing for the resale by the Holders of the Registrable Securities, the Company will indemnify each Holder Party, to the fullest extent permitted by applicable law, from and against any and all Losses arising out of or relating to: (i) any untrue or alleged untrue statement of a material fact contained in such Registration Statement, any prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder Party furnished in writing to the Company by such Holder Party expressly for use therein, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder in connection therewith. Notwithstanding anything to the contrary herein, the indemnification provided in this Section 5.1 shall not cover any loss, claim, damage or liability to the extent it is finally judicially determined by a court of competent jurisdiction to be attributable to such Holder Party’s material breach of any of the representations, warranties or covenants made by such Holder Party in any Transaction Document that directly gave rise to the claim for which indemnification is sought or any conduct by such Holder Party that is finally judicially determined by a court of competent jurisdiction to constitute fraud, gross negligence or willful misconduct, in each case directly causing such Losses. If any action, suit, claim, investigation, inquiry or proceeding shall be brought against any Holder Party in respect of which indemnity may be sought pursuant to this Agreement, such Holder Party shall promptly notify the Company in writing; provided, however, that the failure to give such notice shall not relieve the Company of its obligations hereunder except to the extent the Company is materially prejudiced thereby. The applicable Holder Party shall have the right, in its sole discretion, to control the defense of such action with counsel of its own choosing, and the Company shall pay, as incurred, the reasonable fees and expenses of such counsel and all other reasonable costs and expenses incurred by such Holder Party in connection with such defense. The Company will not be liable to any Holder Party under this Agreement for any settlement by a Holder Party effected without the Company’s prior written consent ; provided, that any such consent shall be deemed given if not denied in writing within seven (7) days after the Company’s receipt of written notice of the proposed settlement, and such consent may not be conditioned upon any admission of liability, wrongdoing, or fault by the Holder Party. In addition, if any Holder Party takes actions to collect amounts due under any Transaction Documents or to enforce the provisions of any Transaction Documents, then the Company shall pay the costs incurred by such Holder Party for such collection, enforcement or action, including, but not limited to, actual attorneys’ fees and disbursements. The indemnification and other payment obligations required by this Section 5.1 shall be paid promptly during the course of the investigation, defense, collection, enforcement or action, and in any event within five (5) days after bills are received or expenses are incurred; provided, however, that if any Holder Party is finally determined by a final, non-appealable judgment not to be entitled to indemnification or payment under this Section 5.1, such Holder Party shall promptly reimburse the Company for any payments that are advanced under this sentence. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Holder Party against the Company or others and any liabilities the Company may be subject to pursuant to law. Such indemnification shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders in accordance with Section 6.7.

5.2. **Contribution.** If the indemnification under Section 5.1 is unavailable to a Holder Party or insufficient to hold a Holder Party harmless for any Losses, then the Company shall contribute to the amount paid or payable by such Holder Party, in such proportion as is appropriate to reflect the relative fault of the Company and the Holder Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the Company and the Holder Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, the Company or the Holder Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.2 were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. In no event shall the contribution obligation of such Holder Party be greater than such Holder Party's net gain realized from the sale of the Securities giving rise to such contribution obligation, less all expenses paid by such Holder Party in connection with any claim relating to this Section 5 and the amount of any damages such Holder Party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The indemnification and contribution obligations set forth in this Section are cumulative and are in addition to, and not in lieu of, any other rights or remedies available to the Holder Parties at law, in equity or otherwise.

6. **Miscellaneous.**

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

6.2. **No Piggyback on Registrations; Prohibition on Filing Other Registration Statements.** Neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in any Registration Statements other than the Registrable Securities. The Company shall not file any other registration statements until all Registrable Securities are registered pursuant to a Registration Statement that is declared effective by the Commission, provided that this Section 6.2 shall not prohibit the Company from filing amendments (including post-effective amendments) to registration statements filed prior to the date of this Agreement.

6.3. **Discontinued Disposition.** By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Sections 3.4.3 through 3.4.6, such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "**Advice**") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed or, if earlier, the date that is five (5) Trading Days after the date of such notice from the Company. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable and the Company shall notify the Holders in writing that any suspension of the use of the Prospectus has terminated and the Prospectus may again be used no later than 9:00 a.m. (New York City time) on the first Trading Day on which the Prospectus may again be used. Notwithstanding anything to the contrary, the Company shall cause its Transfer Agent to promptly issue DWAC Shares in accordance with the terms of the Securities Purchase Agreement in connection with (x) any sale of Registrable Securities with respect to which a Holder has entered into a contract for sale, or (y) any conversion of the Preferred Stock with respect to which a Holder has delivered a conversion notice, prior to such Holder's receipt of a notice from the Company of the happening of any event of the kind described in Sections 3.4.3 through 3.4.6, and for which such Holder has not yet settled.

6.4. **Piggy-Back Registrations.** Notwithstanding Section 6.2, if, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's share option or other employee benefit plans, then the Company shall deliver to each Holder a written notice of such determination and, if within ten (10) Calendar Days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered, and such Registrable Securities shall be included in priority to, and shall not be reduced or cut back in favor of, any securities proposed to be registered by the Company or any other Person (it being understood and agreed that nothing in this Section 6.4 shall limit, waive or otherwise relieve the Company of its obligations under Section 6.2); provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 6.4 that are eligible for resale pursuant to Rule 144 (without volume restrictions and provided the Company is in compliance with the current public information requirement under Rule 144) promulgated by the Commission pursuant to the Securities Act or that are the subject of a then effective Registration Statement that is available for resales or other dispositions by such Holder.

6.5. **Amendments and Waivers.** The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 50.1% or more of the then outstanding Registrable Securities (for purposes of clarification, this includes any Registrable Securities issuable upon exercise or conversion of any Security); provided that no such amendment, action or omission that adversely affects, alters or changes the interests of any Holder in a manner disproportionate to the other Holders shall be effective against such Holder without the prior written consent of such Holder. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6.5. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

6.6. **Notices.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Securities Purchase Agreement.

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

6.8. **No Inconsistent Agreements.** The Company has not entered, as of the date hereof, nor shall the Company, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The Company has not previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

6.9. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by 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 “.pdf” signature page were an original thereof.

6.10. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Securities Purchase Agreement.

6.11. **Cumulative Remedies.** The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

6.12. **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.

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

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

[BOXL Registration Rights Agreement Signature Pages Follow]

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

BOXLIGHT CORPORATION

By: _____

Name: Jennifer Grabow

Title: Interim Chief Financial Officer

[BOXL Registration Rights Agreement – Company Signature Page]

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

Name of Holder:

J.J. Astor & Co.

Signature of Authorized Signatory of Holder

Name of Authorized Signatory:

Michael Pope

Title of Authorized Signatory:

Chief Executive Officer

Email Address of Authorized Signatory:

michael.p@jjastor.com

[BOXL Registration Rights Agreement – Holder Signature Page]

Plan of Distribution

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

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

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

Broker-dealers engaged by the Selling Stockholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

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

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

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

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

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

SELLING STOCKHOLDERS

The Conversion Shares are those issuable to the selling stockholders upon conversion of the Preferred Stock previously issued to the selling stockholder. For additional information regarding the issuance of the Preferred Stock, see “Private Placement” above. We are registering the Class A Common Stock in order to permit the selling stockholders to offer the Class A Common Stock issuable upon the conversion of the Preferred Stock for resale from time to time. Except for the ownership of the Preferred Stock and as described in this prospectus with respect to J.J. Astor & Co. (including the Inventory Finance Agreement and Michael Pope’s service as Executive Chairman of the Company), the selling stockholders have not had any material relationship with us within the past three years.

The table below lists the selling stockholders and other information regarding the beneficial ownership of the Class A Common Stock by each of the selling stockholders. The second column lists the number of Class A Common Stock beneficially owned by each selling stockholder, based on its ownership of the Class A Common Stock, as of the date of this prospectus, assuming full conversion of the Preferred Stock held by the selling stockholders on that date, without regard to any limitations on conversion. The third column lists the Class A Common Stock being offered by this prospectus by the selling stockholders. The fourth column assumes the sale of all of the Class A Common Stock offered by the selling stockholders pursuant to this prospectus.

In accordance with the terms of a registration rights agreement with the selling stockholders, this prospectus generally covers the resale of the maximum number of Class A Common Stock issuable to the Selling Stockholders upon the conversion of the Preferred Stock issued or issuable to the selling stockholders in the “Private Placement” described above.

Under the terms of the Certificate of Designation, a selling stockholder may not convert the Preferred Stock to the extent such conversion would cause such selling stockholder, together with its affiliates and attribution parties, to beneficially own a number of shares of Class A Common Stock which would exceed 19.99% of our then outstanding Class A Common Stock following such conversion, excluding for purposes of such determination shares of Class A Common Stock issuable upon the conversion of the Preferred Stock that have not been converted. Upon our receipt of the Required Stockholder Approvals (as defined in the Certificate of Designation), this limitation will change to such other percentage as is set forth in the Certificate of Designation. The numbers of Class A Common Stock in the second and fourth columns do not reflect this limitation. The selling stockholders may sell all, some or none of their Class A Common Stock in this offering. See “Plan of Distribution.”

Name of Selling Stockholder	Number of Class A Common Stock Beneficially Owned Prior to Offering	Maximum Number of Class A Common Stock to be Sold Pursuant to this Prospectus	Number of Class A Common Stock Beneficially Owned After Offering
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BOXLIGHT CORPORATION

Selling Stockholder Notice and Questionnaire

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

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

NOTICE

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

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

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder

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

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

2. Address for Notices to Selling Stockholder:

Telephone:

Email:

Contact Person:

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

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

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

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

5. Relationships with the Company:

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

State any exceptions here:

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

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

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

Date:

Beneficial Owner:

By:

Name:

Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO jennifer.grabow@boxlight.com, WITH A COPY TO jlucosky@lucbro.com.

**CONSENT, WAIVER AND RATIFICATION OF HOLDERS OF SERIES D
CONVERTIBLE PREFERRED STOCK OF BOXLIGHT CORPORATION**

Dated as of October 6, 2026

This CONSENT, WAIVER AND RATIFICATION (this “Consent”) is entered into by the undersigned holders of Series D Convertible Preferred Stock of Boxlight Corporation.

RECITALS

- A. Boxlight Corporation, a Nevada corporation (the “**Company**”), issued its Series D Convertible Preferred Stock (the “**Series D Preferred**”) under a Securities Purchase Agreement dated August 5, 2026 (the “**Series D SPA**”), a Certificate of Designation of the Series D Convertible Preferred Stock (the “**Series D Certificate**”), and a Registration Rights Agreement dated August 5, 2026 (the “**Series D RRA**” and, together with the Series D SPA and Series D Certificate, the “**Series D Documents**”).
- B. On October 6, 2026, the Company entered into a Securities Purchase Agreement (the “**Series E SPA**”) with J.J. Astor & Co. (“**J.J. Astor**”) and issued 106,250 shares of Series E Convertible Preferred Stock, with a Stated Value of \$10.00 per share, for \$850,000 (the “**Series E Preferred**”), together with a Certificate of Designation, Registration Rights Agreement and Transfer Agent Instruction Letter (together with the Series E SPA, collectively, the “**Series E Documents**”). The Series E Preferred ranks junior to the Series D Preferred.
- C. The undersigned holders of Series D Preferred (the “**Consenting Holders**”) wish to consent to, waive, and ratify the Series E transaction.

NOW, THEREFORE, the Consenting Holders agree as follows:

- 1. **Consent and Ratification.** Effective as of September 30, 2026 (nunc pro tunc), the Consenting Holders, constituting the Series D Majority Holders (as defined in the Series D Certificate), consent under Sections 15 and 18 of the Series D Certificate to, and ratify and approve, the creation, designation and issuance of the Series E Preferred, the issuance of Class A Common Stock upon its conversion, and the execution, delivery and performance of the Series E Documents, including as a Variable Rate Transaction.
 - 2. **Waivers.** Each Consenting Holder, for itself, irrevocably waives, solely with respect to the Series E Preferred and the Series E Documents:
 - (a) Section 4.10 (Subsequent Equity Sales) of the Series D SPA;
 - (b) any most-favored-nation right under the Series D SPA, including any right to receive voting rights or any other term of the Series E Preferred;
 - (c) any participation, equal-treatment or similar right; and
-

- (d) any breach, Event of Default, Default Premium, Default Dividend or other remedy under the Series D Documents arising from the Company entering into the Series E Documents or issuing the Series E Preferred on or before the date of this Consent.

In addition, the Consenting Holders, constituting the Series D Majority Holders, waive the matters described in clause (d), to the extent arising under the Series D Certificate, as to all shares of Series D Preferred (and all holders thereof) pursuant to Section 18 of the Series D Certificate.

3. **Registration Rights.** The Consenting Holders, constituting Holders of at least 50.1% of the Registrable Securities under the Series D RRA, consent under Sections 6.2 and 6.5 of the Series D RRA to the Company registering the resale of the Class A Common Stock issuable upon conversion of the Series E Preferred, including by pre-effective amendment to the Company's Registration Statement on Form S-1 filed September 22, 2026, and amend the Series D RRA to that extent.
4. **No Consideration.** No consideration has been offered or paid to any Consenting Holder for this Consent, and this Consent has been requested from all holders of Series D Preferred on the same terms.
5. **Third-Party Beneficiary; Irrevocability.** J.J. Astor is an express third-party beneficiary of this Consent and may enforce it directly. This Consent is irrevocable and binds each Consenting Holder and its successors and assigns, including any transferee of Series D Preferred.
6. **Miscellaneous.** Nevada law governs. Counterparts and electronic signatures are permitted. Except as expressly provided, the Series D Documents remain in full force and effect.

[Signature pages follow]

CONSENTING HOLDER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Consenting Holder has executed this Consent, Waiver and Ratification of Holders of Series D Convertible Preferred Stock of Boxlight Corporation as of the date set forth below.

CONSENTING HOLDER:

Name of Holder: _____

Number of shares of Series D Preferred held: _____

Signature: _____

Name: _____

Title: _____

Date: _____

[Consenting Holder Signature Page to Consent, Waiver and Ratification of Holders of Series D Convertible Preferred Stock]

ACKNOWLEDGMENT

Acknowledged and agreed as of the date first written above:

BOXLIGHT CORPORATION

By: _____

Name: Jennifer Grabow

Title: Interim Chief Financial Officer

J.J. ASTOR & CO.

By: _____

Name: Michael Pope

Title: Chief Executive Officer

[Acknowledgment Signature Page to Consent, Waiver and Ratification of Holders of Series D Convertible Preferred Stock]