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

FORM 8-K

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

Date of Report (Date of earliest event reported): September 11, 2025

AMAZE HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Nevada	**001-41147**	**87-3905007**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2901 West Coast Highway, Suite 200 Newport Beach, CA	**92663**
(Address of principal executive offices)	(Zip Code)

(855) 766-9463
Registrant's telephone number, including area code

Fresh Vine Wine, Inc.
(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 to the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock, par value $0.001 per share	AMZE	NYSE American

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

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.

Securities Purchase Agreement and Senior Secured OID Convertible Promissory Notes

On September 11, 2025, Amaze Holdings, Inc. (the "Company") entered into a securities purchase agreement (the "Purchase Agreement") with certain holders of its secured original issue discount notes (the "Prior Notes"). Under the terms of the Purchase Agreement, the investors agreed to purchase approximately $4,143,234 in aggregate principal amount of senior secured original issue discount convertible promissory notes (the "New Convertible Notes") for a total consideration of $4,043,234.24 by (i) exchanging with the Company approximately $3,043,234 of aggregate outstanding principal amount, plus accrued interest, of Prior Notes held by them and (ii) paying $1,000,000 in cash to the Company.

The New Convertible Notes are senior secured obligations of the Company and will mature on March 11, 2026 unless earlier converted. The New Convertible Notes bear interest at an annual rate of 7%, payable on the first trading day each month. The Company may extend the maturity date for six months, upon which the principal and accrued and unpaid interest will be increased to 110% of the total principal and all accrued and unpaid interest as of the original maturity date. The New Convertible Notes have an initial conversion price of $2.33 per share, subject to adjustment for subsequent lower price issuances or deemed issuances by the Company as well as stock splits, combinations, stock dividends and reclassifications. The New Convertible Notes are convertible at any time after the issuance date. If the Company receives a conversion notice at a time when the conversion price is less than the floor price, the Company will issue a number of shares equal to the conversion amount divided by the floor price and pay the economic difference between the applicable conversion price (without regard to the floor price) and such floor price in cash. The floor price is $1.50, subject to adjustment for stock splits, combinations, stock dividends and reclassifications.

The New Convertible Promissory Notes contain a 9.99% maximum beneficial ownership limitation, and customary provisions regarding events of defaults and negative covenants.

Under the New Convertible Notes, the investors have the right to participate in any subsequent financing (other than an at-the-market offering or equity line of credit) by exchanging a portion of such investor's New Convertible Note on a pro rata basis of up to 100% of the securities or instruments being offered and sold in such financing, at a 20% discount. In addition, if while the New Convertible Note is outstanding the Company receives cash proceeds from any financing, the Company is required to prepay the principal and accrued and unpaid interest thereon within one trading day thereof, in an amount equal to the investor's pro rata portion of 30% of the net proceeds received by the Company in such financing. However, such prepayment will not apply to (i) the first $1,500,000 of net proceeds received by the Company after September 11, 2025 pursuant to the Securities Purchase Agreement dated May 6, 2025 between the Company and C/M Capital Master Fund, LP, (ii) the proceeds received under the Securities Purchase Agreement dated August 7, 205 between the Company and Parler Cloud Technologies, LLC and (iii) the first $2,500,000 of net proceeds received by the Company in an at-the-market offering (the "Continuing Offering Thresholds"). If the closing price of the Company's common stock falls below 50% of the floor price, then the Continuing Offering Thresholds will cease to apply and the prepayment amount will increase to 50% from 30% of the net proceeds.

Under the terms of the Purchase Agreement, the investors have the right to participate in future issuances by the Company of common stock or common stock equivalents for cash consideration, indebtedness or a combination thereof until the 18-month anniversary of the date of the Purchase Agreement, in an amount up to 25% of such financing. The Company also agreed not to effect or enter into any agreement to effect any issuance of common stock or common stock equivalents involving a Variable Rate Transaction (as defined in the Purchase Agreement), for so long as any investor holds any New Convertible Notes. In addition, if, any time until the New Convertible Notes are no longer outstanding, the Company proposes to offer and sell securities in a subsequent financing, each investor may elect, in its sole discretion, to exchange all or a portion of such investor's New Convertible Note for securities of the same type issued in such subsequent financing, based on 110% the principal amount of the New Convertible Note then outstanding.

The Company has agreed to use its best efforts to seek stockholder approval of the issuance of shares of common stock upon conversion of the New Convertible Note in excess of 19.9% of the issued and outstanding common stock no later than the 90th date from the date of the Purchase Agreement.

The Purchase Agreement also contains customary representations, warranties, and covenants by the Company as well as indemnification obligations. The representations, warranties and covenants contained in the Purchase Agreement were made only for the purposes of such agreement, were solely for the benefit of the parties to such agreement and may be subject to limitations agreed upon by the contracting parties.

Security Agreement, Pledge Agreement and Subsidiary Guarantee

The New Convertible Notes are secured by a security interest in all of the properties and assets of the Company and its subsidiaries pursuant to a security agreement (the "Security Agreement") and by a security interest in all of the issued and outstanding equity interests of entities owned by the Company pursuant to a pledge agreement (the "Pledge Agreement), in each case, subject to permitted liens. In addition, the Company's obligations under the New Convertible Notes are guaranteed in full by each of the Company's subsidiaries pursuant to a subsidiary guarantee (the "Subsidiary Guarantee").

Registration Rights Agreement

In connection with the Purchase Agreement, the Company also entered into a registration rights agreement (the "Registration Rights Agreement") with the investors. Under the Registration Rights Agreement, the Company agreed to file a registration statement with the SEC covering the resale of the shares of Common Stock issuable under the New Convertible Notes Agreement within 20 calendar days after the date of the Purchase Agreement and to use its best efforts to cause such registration statement to be declared effective by the SEC within 10 days after the filing date if the SEC staff indicates that such registration statement will be subject to a "limited" review, or within 45 days after the filing date if the SEC staff indicates to the Company that such registration statement will be subject to a "full" review. The registration rights granted under the Registration Rights Agreement are subject to certain conditions and limitations and are subject to customary indemnification and contribution provisions.

The foregoing description of the Purchase Agreement, the New Convertible Note, the Security Agreement, the Subsidiary Guarantee, the Pledge Agreement and the Registration Rights Agreement is qualified in its entirety by reference to the full text of such documents, copies of which are attached as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 is incorporated herein by reference. The New Convertible Notes were offered and sold in reliance upon exemptions from registration pursuant to Section 3(a)(9) and Section 4(a)(2) under the Securities Act of 1933, as amended, and/or Rule 506(b) of Regulation D promulgated thereunder.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
10.1	Securities Purchase Agreement dated as of September 11, 2025 among Amaze Holdings, Inc. and the investors listed therein
10.2	Form of Senior Secured Original Issue Discount Convertible Promissory Note dated September 11, 2025
10.3	Security Agreement dated as of September 11, 2025 between Amaze Holdings Inc. and the Collateral Agent for the benefit of each of the investors
10.4	Subsidiary Guarantee dated as of September 11, 2025 among Amaze Holdings, Inc. and the subsidiaries identified therein, in favor of C/M Capital Master Fund, LP as collateral agent
10.5	Pledge Agreement dated as of September 11, 2025 between Amaze Holdings, Inc. and C/M Capital Master Fund, LP as collateral agent
10.6	Registration Rights Agreement dated as of September 11, 2025 among Amaze Holdings, Inc. and the investors identified therein
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Dated: September 17, 2025

AMAZE HOLDINGS, INC.

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of September 11, 2025, by and among Amaze Holdings, Inc., a Nevada corporation (the "Company"), and the purchasers identified on the signature pages hereto (together with its successors and assigns, each, an "Investor" and collectively the "Investors").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act (as defined below), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to each Investor, and each Investor 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 each Investor agrees as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement: (a) capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Notes (as defined herein), and (b) the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.7.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"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.

"Alternative Conversion Price" shall have the meaning defined in the Notes.

"Articles of Incorporation" means the Articles of Incorporation of the Company, as amended.

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

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

"Closing" means the closing of the sale of Notes pursuant to this Agreement.

"Closing Date" means the date on which the Closing occurs, which shall be 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) each Investor's obligations to pay its respective Subscription Amount as to such Investor's Notes and (ii) the Company's obligations to deliver the Notes to be issued and sold, in each case, have been satisfied or waived.

"Common Stock" means the common stock of the Company, par value $0.001 per share.

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

"Company Intellectual Property" means all Intellectual Property that is owned or purported to be owned or held for use by the Company.

"Company IP Agreements" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Company is a party, beneficiary or otherwise bound.

"Company IP Registrations" means all Company Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"Company Privacy Policy" means each external or internal, past or present privacy policy or privacy or data security-related policy of Company, as well as any representation, obligation or promise of Company under any contract, relating to: (i) the privacy of customers or users of any Company Products, website, products or services operated by or on behalf of Company; and (ii) the collection, storage, hosting, disclosure, transmission, transfer, disposal, other processing or security of any Customer Data or Personal Information, each as defined.

"Company Products" means all proprietary products and services of the Company that are currently being, or at any time since the Company's inception have been, offered, licensed, sold, distributed, hosted, maintained, supported or otherwise provided or made available by or on behalf of Company.

"Company Systems" means all Software, and computer hardware, servers, networks, platforms, peripherals, data communication lines and other information technology equipment and related systems, including any outsourced systems and processes, that are owned or used by

Company in the conduct of its business as currently conducted.

"Conversion Price" shall have the meaning ascribed to such term in the Notes.

"Conversion Shares" means the shares of Common Stock issuable upon conversion, payment or otherwise pursuant to the Notes.

"Customer Data" means all data, text, content, information or other material uploaded or otherwise transmitted by Company's customers to, or stored by Company's customers on or in Company Products or any service of Company.

"Disclosure Schedules" refer to the Schedules attached to this Agreement.

"Disclosure Time" means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York, N.Y. time) and before midnight (New York, N.Y. time) on any Trading Day, 9:01 a.m. (New York, N.Y. time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York, N.Y. time) and 9:00 a.m. (New York, N.Y. time) on any Trading Day, no later than 9:01 a.m. (New York, N.Y. time) on the date hereof.

"Equity Conditions" has the meaning set forth in the Notes.

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(y).

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

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options not to exceed 20% of the shares of Common Stock outstanding at any given time to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to the Company, (b) securities issued upon the exercise or exchange of or conversion of (i) any Notes issued hereunder, and/or (ii) other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement (without regard to any vesting requirements), provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities; (c) the sale and issuance of shares of Common Stock pursuant to the Securities Purchase Agreement dated May 6, 2025 between the Company and C/M Capital Master Fund, LP; (d) the sale and issuance of Common Stock in connection with a strategic acquisition approved by a majority of the disinterested directors of the Company, provided that (A) any such issuance shall only be to a person which is, itself or through its subsidiaries, an operating company in a business synergistic with the business of the Company and in which the Company receives benefits in addition to the investment of funds, (B)the primary purpose of such issuance is not to raise capital, (C) the purchaser or acquirer of such securities in such issuance solely consists of either (1) the actual participants in such strategic transactions, (2) the actual owners of such strategic assets or securities acquired in such merger or acquisition, (3) the shareholders, partners or members of the foregoing Persons and (4) Persons whose primary business does not consist of in investing in securities, and (D) the number or amount (as the case may be) of such shares of Common Stock issued to such Person by the Company shall not be disproportionate to such Person's actual participation in such strategic acquisition; (e) the sale and issuance of Common Stock in connection with an "at the market" offering undertaken on the Company's behalf by Ladenburg Thalmann (the "ATM Offering"); (f) the sale and issuance of Common Stock to Parler Cloud Technologies LLC, as previously announced on a Form 8-K filed with the SEC on August 13, 2025, and (g) the sale and issuance of Common Stock in connection with a debt for equity swap transaction with Silverback Capital Corporation.

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

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Governmental Authority" means any federal, state, county, local, municipal or other government or political subdivision thereof, whether domestic or foreign, and any agency, authority, commission, ministry, instrumentality, regulatory body, court, tribunal, arbitrator, central bank or other Person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to any such government.

"Guarantee Agreement" means the Guarantee Agreement, dated the date hereof, among the Company, its Subsidiaries and the Investor, in the form of Exhibit B attached hereto.

"Indebtedness" means (a) any liabilities of the Company including all Subsidiaries for borrowed money or amounts owed in excess of $10,000 (other than trade accounts payable incurred in the ordinary course of business) except payments in connection with the Tim Michaels Matter, (b) all guaranties, endorsements and other contingent obligations of the Company including all Subsidiaries 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 footnotes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; (c) the present value of any lease payments of the Company including all Subsidiaries in excess of $10,000 due under leases required to be capitalized in accordance with GAAP; and (d) transactions relating to the sale of any existing or future sales of accounts receivables including merchant cash advances or sales of future accounts receivable of the Company including all Subsidiaries; provided, however, that notwithstanding the foregoing, Indebtedness shall not include an obligation of the Company evidenced by the Permitted Liens

"Initial Resale Registration Statement" means the resale registration on Form S-1 or S-3, if available, covering the Conversion Shares.

"Intellectual Property" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not

trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, social media accounts, including but not limited to X (formerly Twitter) and Facebook and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, data, databases, and data collections, and confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) Software.

"Investor Party" shall have the meaning ascribed to such term in Section 4.10.

"Key Executives" means all of the Company's officers and directors as of the date hereof.

"Laws" with respect to a Person means any federal, state, local, municipal, or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Authority applicable to such Person or any of its Subsidiaries, including its respective business and operations.

"Lead Investor" means the Investor indicated as "Lead Investor" on its respective signature page hereto or otherwise designated by the Investors as the Lead Investor.

"Legend Removal Date" shall have the meaning ascribed to such term in Section 4.1(c).

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

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

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(n).

"Maximum Rate" shall have the meaning ascribed to such term in Section 5.17.

"Nason Yeager" means Nason Yeager Gerson Harris & Fumero, P.A., with offices located at 3001 PGA Boulevard, Suite 305, Palm Beach Gardens, Florida 33410.

"Notes" means the Senior Secured Convertible Notes, issued by the Company to the Investors hereunder, in the form of Exhibit A attached hereto.

"Open Source Software" means any Software or Intellectual Property that is distributed as "free" or "open source" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (http://opensource.org/osd) including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License and BSD Licenses.

"Participation Maximum" shall have the meaning ascribed to such term in Section 4.12(a).

"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.

"Personal Information" means: (i) a natural person's name, street address, telephone number, email address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number, biometric identifiers or any other piece of information that allows the identification of or contact with a natural person and for greater certainty includes all such information with respect to employees, (ii) data collected from an IP address, unique device identifier or MAC address, web beacon, pixel tag, ad tag, cookie, local storage object, software, or by any other means, or from a particular computer, web browser, mobile device, or other device or application, where such data (a) is collected from a particular computer or device regarding online activities; or (b) is or may be used to identify or contact an individual or device or application, to predict or infer the preferences, interests, or other characteristics of the device or application or of a user of such device or application, or to target advertisements or other content to a device or application, or to a user of such device or application, and (iii) any information that is associated, directly or indirectly (by, for example, records linked via unique keys), to any of the foregoing. Personal Information also includes any information not listed in (i), (ii) or (iii) above if such information is defined as "personal data", "personally identifiable information", "individually identifiable health information," "protected health information," or "personal information" under any Law.

"Permitted Liens" means the liens and security interests set forth on Schedule 1.1.

"Pledge Agreement" means the Pledge Agreement, dated the date hereof, between the Company and the Investor, in the form of Exhibit D attached hereto.

"Pre-Notice" shall have the meaning ascribed to such term in Section 4.12(b).

"Principal Amount" means, as to the Investor, the amounts set forth below the Investor's signature block on the signature pages hereto next to the heading "Principal Amount."

"Principal Market" means the NYSE American.

"Principal Market Rules" means the rules and regulations of the Principal Market.

"Prior Notes" means outstanding promissory notes or similar instruments evidencing existing Indebtedness which are held by the Investors and which constitute all or a portion of each Investor's respective Subscription Amounts for the Notes being sold and issued hereunder.

"Pro Rata Portion" has the meaning set forth in Section 4.12.

"Public Information Failure" shall have the meaning ascribed to such term in Section 4.3(b).

"Public Information Failure Payments" shall have the meaning ascribed to such term in Section 4.3(b).

"Registration Rights Agreement" means the Registration Rights Agreement, dated on or about the date hereof, between the Company and the Investor, in the form of Exhibit E attached hereto.

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

"Required Holders" means holders of at least 66.0% of the aggregate Principal Amount of Notes issued hereunder.

"Required Minimum" means, as of any date, the 200% of the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Transaction Documents, including any Conversion Shares issuable upon conversion in full of all Notes (including Common Stock issuable as payment of interest on the Notes), ignoring any conversion limits set forth therein (including, without limitation, the Floor Price or the Event Market Price (each as defined in the Notes)), and assuming that the Conversion Price is at all times on and after the date of determination equal to the Floor Price (as defined in the Notes).

"Resale Registration Statement" means the Initial Resale Registration Statement and any other registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale of the Conversion Shares and other Common Stock by the Investor as provided for in the Registration Rights Agreement.

"Rule 144" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the SEC 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 SEC having substantially the same purpose and effect as such Rule.

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

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Security Agreement" means the Security Agreement, dated the date hereof, among the Company, its Subsidiaries and the Collateral Agent, in the form of Exhibit C attached hereto.

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

"Shareholder Approval" means such approval as may be required by the Principal Market Rules and/or applicable Law from the shareholders of the Company with respect to the transactions contemplated by the Transaction Documents, including the issuance of all of the Conversion Shares in excess of 19.99% of the issued and outstanding Common Stock on the Closing Date.

"Software" means any and all computer software and code, including all new versions, updates, revisions, improvements and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, architecture, schematics, records, libraries, and data, databases and data collections, aCnd all related specifications and documentation, including developer notes, comments and annotations, user manuals and training materials relating to any of the foregoing.

"Subscription Amount" means, as to each Investor, the aggregate amount to be paid for the Note purchased hereunder by the Investor, in the form of cash and/or Prior Notes, in each case as specified below the Investor's name on the signature page of this Agreement and next to the heading "Subscription Amount".

"Subsequent Financing" shall have the meaning ascribed to such term in Section 4.12(a).

"Subsequent Financing Notice" shall have the meaning ascribed to such term in Section 4.12(b).

"Subsidiary" means any subsidiary of the Company as set forth on Schedule 3.1(a) and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"to the Knowledge of the Company," "to the Company's Knowledge" and similar words and phrases relating to the Company's "Knowledge" means the actual knowledge of any of the Key Executives of the Company upon reasonable investigation.

"Tim Michaels Matter" means legal proceedings between the Company and Timothy Michaels, the Company's former Chief Executive Officer, including *Timothy Michaels v. Amaze Holdings, Inc. f/k/a Fresh Vine Wine*, Case No. 27-CV-22-8518, in the District Court of the State of Minnesota in Hennepin County, and the judgment obtained by Mr. Michaels against the Company.

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

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

"Transaction Documents" means this Agreement, the Notes, the Registration Rights Agreement, the Security Agreement, the Pledge Agreement, the Guarantee Agreement, all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means ComputerShare, the current transfer agent of the Company, and any successor transfer agent of the Company.

"Variable Rate Transaction" shall have the meaning ascribed to such term in Section 4.13(b).

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York, N.Y. time) to 4:02 p.m. (New York, N.Y. time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Investor and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing. On the Closing Date, provided that the Equity Conditions shall be satisfied, and 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 each Investor agrees to purchase their respective portion of, up to $4,150,000 of Principal Amount of the Notes. Each Investor shall deliver to the Company, such Investor's respective Subscription Amount as to the Closing, and the Company shall deliver to each Investor such Investor's Note, in each case as determined pursuant to Section 2.2(a) as set forth on the signature page hereto executed by the Investor, and the Company and each Investor shall deliver the other items set forth in Section 2.2 deliverable at such Closing. Within two days of the satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3 and subject to the Equity Conditions, such Closing shall occur remotely by electronic transfer of applicable Transaction Documents.

2.2 Deliveries.

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

(i) this Agreement duly executed by the Company;

(ii) a Note convertible at the lower of (a) $4.00 and (b) the closing price of the Common Stock on the prior Trading Day plus $0.01, calculated prior to the Closing Date, registered in the name of the Investor with the Principal Amount reflected on to the Investor's signature page;

(iii) the Company's wire instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer, setting forth the agreed upon flow of funds with respect to the Closing reasonably acceptable to the Investors;

(iv) the Security Agreement, the Pledge Agreement and the Registration Rights Agreement duly executed by the Company;

(v) the Guarantee Agreement duly executed by the parties thereto, including the Company and each Subsidiary in favor of the Investor as the secured parties thereunder;

(vi) a letter executed by the Company and the Transfer Agent reserving the Required Minimum for the benefit of the Investors;

(vii) an officer's certificate certifying that the representations and warranties of the Company in the Purchase Agreement are true and correct as of the Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date) and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by the Company at or prior to the Closing Date under any Transaction Documents and no Event of Default has occurred;

(viii) a certificate evidencing the formation and good standing certificate or its equivalent of the Company and each of its material Subsidiaries in each such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within 10 days of the applicable Closing Date;

(ix) a certified copy of the Articles of Incorporation (or such equivalent organizational document) of the Company dated within 10 days of the Closing Date;

(x) an officer's certificate, in the form acceptable to the Investor, executed by an officer of the Company and dated as of the Closing Date, as to (i) the resolutions adopted by the Company's Board of Directors authorizing the transactions contemplated hereby in a form reasonably acceptable to the Investor, and (ii) the Articles of Incorporation of the Company and the organizational documents of each material Subsidiary, each as in effect at the applicable Closing;

(xi) a letter from the Transfer Agent certifying the number of shares of Common Stock outstanding on the Closing Date immediately prior to the applicable Closing;

(xii) Reserved;

(xiii) appropriate termination statements releasing other Liens other than Permitted Liens related to security interests securing Indebtedness and other instruments and releases as may be necessary to extinguish all Liens except Permitted Liens of the Company and its Subsidiaries and all security interests related thereto; and

(xiv) such other documents, instruments or certificates relating to the transactions contemplated by this Agreement as the Investor or its counsel may reasonably request.

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

(i) this Agreement duly executed by the Investor;

(ii) the Investor's Subscription Amount as set forth on the Investor's signature page;

(iii) the Guarantee Agreement duly executed by the Investor; and

(iv) the Registration Rights Agreement duly executed by the Investor.

2.3 Closing Conditions.

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

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

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

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

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

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

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

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

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

(v) from the date hereof to the Closing Date, as applicable, the SEC has not instituted a preliminary inquiry or issued an Order of Investigation, trading in the Common Stock shall not have been suspended by the SEC 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 nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Investors, makes it impracticable or inadvisable to purchase the Securities at the Closing;

(vi) no Laws shall have been enacted, entered, promulgated or endorsed by any court of competent jurisdiction or Governmental Authority that prohibit the consummation of any of the transactions contemplated hereby; and

(vii) the Equity Conditions shall have been met (except as modified by Section 2.1(a)(i) and Section 2.1(b)(i) of the Notes, as applicable).

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Investor which representations shall be true and correct on each respective Closing Date and shall apply to the Company and its Subsidiaries except where apparent from the context. Any reference to the Company and/or its Subsidiaries shall not be construed to modify the prior sentence:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a). The Company owns, directly or indirectly, all of the capital stock, or other equity interests of each Subsidiary, free and clear of any Liens, except for Permitted Liens and Liens created under the Transaction Documents, 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.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity incorporated, 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") and no Action has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) 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 shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Laws.

(d) 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 Notes 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 to which the Company or a Subsidiary is subject (including federal and state securities Laws), 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.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other 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 4.6 of this Agreement, (ii) the filings with the SEC 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 Conversion Shares and the listing of the Conversion Shares for trading thereon in the time and manner required thereby, and (iv) the filing of Form D with the SEC and such filings as are required to be made under applicable state securities Laws (collectively, the "Required Approvals").

(f) Issuance of the Notes. The Notes 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 non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents or by Laws. The Conversion Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents or by Laws. The Company has reserved from its duly authorized capital stock a number of shares of Common Stock for issuance of the Conversion Shares at least equal to the Required Minimum on the date hereof.

(g) Capitalization. The capitalization of the Company as of the date hereof is as set forth on Schedule 3.1(g), which Schedule 3.1(g) shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of 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 on Schedule 3.1(g), and as a result of the purchase and sale of the Notes, 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 shares of 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 shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Notes will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Investor). 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. 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 non-assessable, 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 shareholder, the Board of Directors or others is required for the issuance and sale of the Notes. Except as disclosed in the Amendment to the Definitive Proxy Statement on Schedule 14A filed by the Company on May 12, 2025 or as disclosed on Schedule 3.1(g), there are no outstanding shares of Common Stock or shares of Common Stock underlying Common Stock Equivalents that are, or that upon issuance including upon any conversion, exchange, exercise, or other action would be, eligible for public sale or resale by the holders thereof pursuant to an effective registration statement under the Securities Act or under an available exemption from the registration requirements of the Securities Act as of the date hereof and within the next six months, including, without limitation pursuant to Section 3(a)(9) of the Securities Act or Rule 144 under the Securities Act. Except as disclosed on Schedule 3.1(g), no holder of any such securities has given notice to the Company of, and the Company has no knowledge of, an intent by any such holders to sell any shares of Common Stock held by or issuable to any such holder, nor has the Company received any legal opinion or inquiry in connection with the removal of restricted legends from any such outstanding or issuable shares of Common Stock. There are no shareholders 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 shareholders other than as disclosed in Schedule 3.1(g).

(h) 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 or obtained 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 SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the footnotes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company 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.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited 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 GAAP or disclosed in filings made with the SEC, (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 shareholders 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 and in connection with the merger transaction completed in March 2025. The Company does not have pending before the SEC any request for confidential treatment of information. Except for the issuance of the Notes 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 Trading Day prior to the date that this representation is made.

(j) Litigations. Except as disclosed in the SEC Reports, there is no action, lawsuit, inquiry, notice of violation, proceeding, preliminary inquiry or investigation (however any Governmental Authority may call such matter) pending or, to the Knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any Governmental Authority (any, an "Action") that has had or could be reasonably expected to have a Material Adverse Effect. None of the Actions disclosed in the SEC Reports adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents including the Notes. Neither the Company nor any Subsidiary, nor any director or officer thereof, 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 or contemplated, any preliminary inquiry or investigation by the SEC involving the Company or any current or former director or officer of the Company. The SEC 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 Securities Act or the Exchange Act.

(k) 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 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. To the Company's Knowledge:

(i) no allegations of sexual harassment, sexual misconduct or discrimination, whether such discrimination arises from race, ethnic background, sex, gender status, age or otherwise ("Misconduct") have been made involving any current or former director, officer, employee or independent contractor of the Company or any of its Subsidiaries; and

(ii) neither the Company nor any of its Subsidiaries have entered into any settlement agreements related to allegations of Misconduct by any current or former director, officer, employee, or independent contractor of the Company or any of its Subsidiaries.

(l) Compliance.

(i) 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 Law of any Governmental Authority, including without limitation all foreign, federal, state and local Laws relating to data privacy, cybersecurity, taxes, insurance, environmental protection, occupational health and safety, food and drug laws, 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.

(ii) Without limiting the generality of the foregoing, the Company has maintained, and has implemented reasonable policies, measures and infrastructure to maintain, compliance with Laws in all material aspects related to the development, production, sale, administration or involvement in the provision of Company Products and the Company's operations and activities generally, and the Company and its Subsidiaries are in compliance with all relevant Laws in all material aspects applicable thereto and have not otherwise experienced and have no Knowledge of any pending, threatened or potential development with respect to such Laws or the Governmental Authorities that enact, promulgate and enforce them, that has resulted in or could be reasonably be expected to result in any Material Adverse Effect. This Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby do not and will not result in any violation or non-compliance of any Laws applicable to the Company or any Subsidiary. The Company's corporate structure is not outlawed, disallowed, or otherwise regulated in any jurisdiction in which the Company operates or is present in a manner which could be reasonably expected to have a Material Adverse Effect.

(m) Environmental Laws. 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.

(n) 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 Actions relating to the revocation or modification of any Material Permit.

(o) Title to Assets. The Company and the Subsidiaries do not own any real property and have good and marketable title in all personal property owned by them 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 as 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, (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and, the payment of which is neither delinquent nor subject to penalties and (iii) Permitted Liens. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance. The Company's assets are and will be sufficient to conduct its operations as presently conducted and as proposed to be conducted as of the date hereof and as of the Closing Date.

(p) Intellectual Property. The Company has good and valid rights to use all Company IP Registrations and other Company Intellectual Property, including Software, that is not registered but that is material to the Company's business or operations. All required filings and fees related to the Company IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Company IP Registrations are otherwise in good standing. There are no actions that must be taken by the Company (or any third party on the Company's behalf) prior to the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting, preserving or renewing any Company IP Registrations. To the Company's Knowledge, there are no facts or circumstances that would render any Company IP Registrations invalid or unenforceable. To the Company's Knowledge, there has been no misrepresentation or failure to disclose, any fact or circumstances in any application for any Company IP Registrations that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any Company IP Registrations. The Company has not claimed a particular status, including "small entity status," in the application for any Company IP Registrations, which claim of status was not at the time made, or which has since become, inaccurate or false or that will no longer be true and accurate as a result of the Closing.

(i) Each Company IP Agreement is valid and binding on the Company in accordance with its terms and is in full force and effect. Neither the Company, nor to the Company's Knowledge any other party thereto, is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Company IP Agreement.

(ii) The Company is the sole and exclusive legal and beneficial, and with respect to the Company IP Registrations, record owner of all right, title and interest in and to the Company Intellectual Property, or has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Company's current business or operations, in each case, free and clear of Liens except Permitted Liens.

(iii) The Company has entered into binding, written agreements with every current and former employee since 2022, and with every current and former independent contractor since 2022, whereby such employees and independent contractors (i) assign to the Company any ownership interest and right they may have in the Company Intellectual Property; and (ii) acknowledge the Company's exclusive ownership of all Company Intellectual Property.

(iv) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Company's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Company's business or operations as currently conducted.

(v) The Company's rights in the Company Intellectual Property are, and, since inception, have been, valid, subsisting and enforceable. The Company has taken all reasonable steps to maintain the Company Intellectual Property and to protect and preserve the confidentiality of all confidential information and trade secrets included in the Company Intellectual Property, including requiring all Persons having access thereto to execute written non-disclosure agreements.

(vi) The conduct of the Company's business as currently and formerly conducted, and the Company Products and related processes and infrastructure, have not infringed, misappropriated, diluted or otherwise violated, and do not and will not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any Person. To the Company's Knowledge, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Company Intellectual Property.

(vii) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license or inquiries regarding the need to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Company; (ii) challenging the validity, enforceability, registrability or ownership of any Company Intellectual Property or the Company's rights with respect to any Company Intellectual Property; or (iii) by the Company or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Company Intellectual Property. The Company is not subject to any outstanding or prospective governmental order (including any motion or petition therefor) that does or would restrict or impair the use of any Company Intellectual Property.

(q) Company Products; Proprietary Software.

(i) The Company Products are designed and operate and function in accordance with industry standards, and in a manner which is consistent with all warranties made by the Company to customers with respect thereto. None of the Company Products contain any bug, defect or error that materially adversely affects the functionality or performance of such Company Product against its applicable specifications. None of the Company Products, and no other Software used in the provision of any Company Product or otherwise in the operation of its business, contains any "time bomb," "Trojan horse," "back door," "worm," virus, malware, spyware, or other device or code ("Malicious Code") designed or intended to, or that could reasonably be expected to: (i) disrupt, disable, harm or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network or device on which any Company Product or such other Software is installed, stored or used, or (ii) damage, destroy or prevent the access to or use of any data or file without the user's consent. The Company has taken reasonable steps designed to prevent the introduction of Malicious Code into Company Products.

(ii) Reserved.

(iii) Reserved.

(iv) Reserved.

(r) Reserved.

(s) Reserved.

(t) Conformance with Specifications; Defects; Malicious Code.

(i) All Company Products conform in all material respects to all applicable warranties in all contracts with customers.

(ii) To the Company's Knowledge, none of the Company Products contain any bug, defect or error that materially adversely affects the functionality or performance of such Company Product against its applicable specifications.

(iii) To the Company's Knowledge, none of the Company Products, and no other Software used in the provision of any Company Product or otherwise in the operation of its business, contains any "time bomb," "Trojan horse," "back door," "worm," virus,

malware, spyware, or other device or code ("Malicious Code") designed or intended to, or that could reasonably be expected to, (A) disrupt, disable, harm or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network or device on which any Company Product or such other Software is installed, stored or used, or (B) damage, destroy or prevent the access to or use of any data or file without the user's consent. The Company has taken reasonable steps designed to prevent the introduction of Malicious Code into the Company Products.

(u) IT Systems.

(i) To the Company's Knowledge, the Company Systems are reasonably sufficient for the needs of the Company's business as currently conducted, including as to capacity, scalability, and ability to process current and anticipated peak volumes in a timely manner. The Company Systems are in sufficiently good working condition to perform all information technology operations and include sufficient licensed capacity (whether in terms of authorized sites, units, users, seats or otherwise) for all Software, in each case as necessary for the conduct of the Company's business as currently conducted.

(ii) Since its inception, there has been no unauthorized access, use, intrusion or breach of security, or material failure, breakdown, performance reduction or other adverse event affecting any Company Systems, that has resulted in or could reasonably be expected to result in any: (A) substantial disruption of or interruption in or to the use of such Company Systems or the conduct of the Company's business; (B) material loss, destruction, damage or harm of or to Company or its operations, personnel, property or other assets; or (C) material liability of any kind to the Company. The Company has taken reasonable actions, consistent with applicable industry best practices in the Company's industry, to protect the integrity and security of the Company Systems and the data and other information stored thereon.

(iii) The Company maintains commercially reasonable back-up and data recovery, disaster recovery and business continuity plans, procedures and facilities, has acted in material compliance therewith, and has tested such plans and procedures on a regular basis, and such plans and procedures have been proven effective in all material respects upon such testing.

(v) Data Privacy and Protection; Cybersecurity.

(i) The Company has complied with all Company Privacy Policies and with all applicable Laws and contracts to which it is a party relating to: (A) the privacy of customers or users of the Company Products, any website, product or service operated by or on behalf of the Company; and (B) the collection, storage, hosting, disclosure, transmission, transfer, disposal, other processing or security of any Customer Data or Personal Information by the Company or by third parties having authorized access to the records of the Company, with respect to each of (A) and (B) in all material respects. No claims have been asserted or, are threatened against the Company alleging a violation of any person's privacy, confidentiality or other rights under any Company Privacy Policy, under any contract, or under any Law relating to any Customer Data or Personal Information. With respect to any Customer Data and Personal Information, the Company has taken commercially reasonable measures (including implementing and monitoring compliance with respect to technical and physical security) designed to safeguard such data against loss and against unauthorized access, use, modification, disclosure or other misuse. There has been no unauthorized access to or other misuse of any Customer Data and Personal Information. The Company has not received any complaint from any Person (including any action letter or other inquiry from any Governmental Authority) regarding the Company's collection, storage, hosting, disclosure, transmission, transfer, disposal, other processing or security of Customer Data or Personal Information. There have been no facts or circumstances that would require Company to give notice to any customers, suppliers, consumers or other similarly situated Persons of any actual or perceived data security breaches pursuant to an applicable Laws requiring notice of such a breach.

(ii) Without limiting the generality of the foregoing, the Company is compliant with all Laws relating to data privacy and data protection, and the collection, storage, maintenance and transmission of personal data and health information, including, without limitation, the (A) the European General Data Protection Regulation, and (B) all other applicable Laws relating to cybersecurity, data privacy and protection and/or Customer Data or Personal Information. The Company is compliant with the agreements, terms and policies of, and has not reason to believe that it will not continue to have access to, the third party data hosting and transmission services and infrastructure it utilizes or anticipates utilizing in its operations as presently conducted or planned, including without limitation, Amazon Web Services, Google Cloud and Microsoft Azure Cloud.

(iii) The Company has complied with the SEC's rules related to cybersecurity risks and related disclosures.

(w) 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 at least equal to the aggregate Principal Amount of the Notes issued under this Agreement. 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.

(x) Transactions with Affiliates and Employees. None of the officers, directors, or 5% beneficial owners 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, 5% beneficial owner or any such employee has a substantial interest or is an officer, director, trustee, shareholder, member or partner of ("Related Party Transactions"). Any Related Party Transactions reflect market terms and rates which would reasonably be expected to be obtained in an equivalent arms-length transaction with a third party, and were negotiated in good faith and on an arms-length basis. All Related Party Transactions required to be disclosed and described in the SEC Reports have been so disclosed and described in accordance with the Securities Act and the Exchange Act and the rules and regulations thereunder.

(y) Sarbanes-Oxley; Internal Accounting Controls. Except as disclosed on Schedule 3.1(y), the Company and the Subsidiaries are in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain 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 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 and the Subsidiaries have established disclosure controls and procedures (as defined in the 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 SEC's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

(z) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiaries to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Investors 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(z) that may be due in connection with the transactions contemplated by the Transaction Documents.

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

(bb) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Notes, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(cc) Reserved..

(dd) Listing and Maintenance Requirements. The Common Stock is 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 the Company's Knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the SEC is contemplating terminating such registration. The Company has not, in the 6 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is 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 and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Common Stock is 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.

(ee) 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 Articles of Incorporation (or similar charter documents) or the Laws of its state of incorporation that is or could become applicable to the Investors as a result of the Investors 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 Notes and the Investors' ownership of the Notes.

(ff) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Investors or their respective agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Investors 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 Investors regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct in all material respects 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 6 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 Investor 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.

(gg) No Integrated Offering. Assuming the accuracy of each Investor's representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor 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 Notes to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(hh) 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 Notes 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 from the Closing Date. Schedule 3.1(hh) 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. Except as set forth on Schedule 3.1(hh), (a) none of the Indebtedness is secured by any Lien or similar restrictions under applicable Laws and (b) neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(ii) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all 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 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 the officers of the Company or of any Subsidiary know of no basis for any such claim.

(jj) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Notes by any form of general solicitation or general advertising. The Company has offered the Notes for sale only to the Investors and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(kk) Foreign Corrupt Practices. 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.

(ll) Accountants. The Company's accounting firm is disclosed in the SEC Reports and (i) is a public accounting firm registered with the Public Company Accounting Oversight Board (the "PCAOB") as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's annual report on Form 10-K for the fiscal year ended December 31, 2024. To the Company's Knowledge, such accounting firm has not been subject to any disciplinary actions or other adverse Actions from the PCAOB or any Governmental Authority adversely impacting the ability of such accounting firm to conduct its audit and review and related accounting services for which it was engaged by the Company, nor does the Company have any Knowledge that the PCAOB or any Governmental Authority is conducting any investigation or inquiry, however termed, which may lead to disciplinary action against such accounting firm or which would otherwise limit or preclude the Company's ability to continue to use such accounting firm in the future.

(mm) Seniority. As of the Closing Date, except as set forth on Schedule 3.1(mm), no Indebtedness or other claim against the Company is or will be senior to any of the Notes in right of payment, whether with respect to interest or upon liquidation or dissolution, or otherwise. Except as set forth on Schedule 3.1(mm), as of the Closing Date, neither the Company nor any Subsidiary has outstanding any secured Indebtedness or has otherwise granted any security interests on its assets in any jurisdiction which is or shall be senior or is or will have a priority on any of the assets of the Company in any jurisdiction relative to the security interests granted to and in favor of Investors pursuant to the Transaction Documents.

(nn) 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 and except as set forth on Schedule 3.1(nn), 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.

(oo) Acknowledgment Regarding Investor's Purchase of Notes. The Company acknowledges and agrees that each Investor 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 each Investor is not 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 an Investor or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to such Investor's purchase of the Notes. The Company further represents to each Investor 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.

(pp) Acknowledgment Regarding each Investor's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Sections 3.2(g) and 4.15 hereof), it is understood and acknowledged by the Company that: (i) each Investor has not been asked by the Company to agree, nor has the Investor 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 Notes for any specified term, (ii) past or future open market or other transactions by each Investor, specifically including, "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) each Investor, and counter-parties in "derivative" transactions to which each Investor is a party, directly or indirectly, may presently have a "short" position in the Common

Stock and (iv) no Investor shall 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) each Investor may engage in hedging activities at various times during the period that the Notes are outstanding, including, without limitation, during the periods that the value of the Conversion Shares deliverable with respect to Notes are being determined, and (z) such hedging activities (if any) could reduce the value of the existing shareholders' 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.

(qq) Regulation M Compliance. The Company has not, and to the Company's 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 Notes, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Notes, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(rr) Stock Plans. Each stock option granted by the Company under the Company's stock option plan or equity incentive plan was granted (i) in accordance with the terms of such plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable Law. No stock option granted under the Company's stock option plan or equity incentive 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 or other equity Notes or rights to equity securities including restricted stock units 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.

(ss) 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.

(tt) 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 Internal Revenue Code of 1986, as amended, and the Company shall so certify upon the Investor's request.

(uu) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates 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 or Affiliates owns or controls, directly or indirectly, 5% or more of the outstanding shares of any class of voting securities or twenty-five percent 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 or Affiliates 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.

(vv) 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 and all other applicable money laundering Laws (collectively, the "Money Laundering Laws"), and no Action by or before any court, arbitrator or other Governmental Authority any 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.

(ww) No Disqualification Events. With respect to the Notes 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, executive officer, other officer of the Company participating in the offering hereunder, 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 Investor a copy of any disclosures provided thereunder.

(xx) 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 purchasers in connection with the sale of any Securities.

(yy) Notice of Disqualification Events. The Company will notify the Investor t 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.

3.2 Representations and Warranties of each Investor. Each Investor, severally and not jointly, hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. The Investor is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company, or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Investor of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Investor. Each Transaction Document to which it is a party has been duly executed by the Investor, and when delivered by the Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Investor, 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 Laws.

(b) Own Account. The Investor understands that the Notes are "restricted securities" and have not been registered under the Securities Act or any applicable state securities Law and is acquiring the Notes as principal for its own account and not with a view to or for distributing or reselling such Notes 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 Notes in violation of the Securities Act or any applicable state securities Law, and (iii) has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Notes in violation of the Securities Act or any applicable state securities Law (this representation and warranty not limiting the Investor's right to sell the Notes pursuant to the Resale Registration Statement or otherwise in compliance with applicable federal and state securities Laws). The Investor is acquiring the Notes hereunder in the ordinary course of its business.

(c) Investor Status. At the time the Investor was offered the Notes, it was, and as of the date hereof it is, 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) under the Securities Act.

(d) Experience of the Investor. The Investor, 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 Notes, and has so evaluated the merits and risks of such investment. The Investor is able to bear the economic risk of an investment in the Notes and, at the present time, is able to afford a complete loss of such investment.

(e) General Solicitation. The Investor is not, to the Investor's knowledge, purchasing the Notes as a result of any advertisement, article, notice or other communication regarding the Notes published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Investor, any other general solicitation or general advertisement.

(f) Access to Information. The Investor 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 Notes and the merits and risks of investing in the Notes; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

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

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Notes may only be disposed of in compliance with state and federal securities Laws. In connection with any transfer of the Notes other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of the Investor or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company 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 Notes 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 the Investor under this Agreement and the Registration Rights Agreement.

(b) The Investor agrees to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Notes in the following form:

> [NEITHER] THIS SECURITY [NOR THE SECURITIES INTO WHICH THIS SECURITY IS [EXERCISABLE] [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 [EXERCISE] [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.

(c) Certificates evidencing the Conversion Shares or the transfer records if in book entry shall not contain any legend (including the legend set forth in Section 4.1(b) hereof): (i) while a 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, when available, or (iii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC). For the avoidance of doubt the Company shall pay all costs associated with such opinions. If all or any portion of a Note is converted at a time when there is an effective Resale Registration Statement to cover the resale of the Conversion Shares, or if such Conversion Shares may be sold under Rule

144 without the requirement for the Company to be in compliance with the current public information requirements of Rule 144(c) and without volume or manner of sale restrictions or if such legend is not otherwise required under applicable requirements of the Securities Act (including Sections 4(a)(1) or 4(a)(7), judicial interpretations and pronouncements issued by the staff of the SEC including what is known as Section 4(a)(1½)) then such Conversion Shares shall be issued free of all legends. For avoidance of doubt, the Company agrees that after the requisite holding period to comply with Rule 144, the legend may be removed under Rule 144 of the Securities Act, assuming the holder satisfies the requirements of Rule 144. The Company agrees that at such time as such legend is no longer required under this Section 4.1(c), it will, no later than the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by the Investor to the Company or the Transfer Agent of a certificate (or stock power if issued in book entry form) representing Shares, issued without a restrictive legend (such date, the "Legend Removal Date"), deliver or cause to be delivered to the Investor a certificate representing such shares that is free from all restrictive and other legends (or provide evidence of issuance in book entry form). 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. Certificates for Conversion Shares subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Investor by crediting the account of the Investor's prime broker with the Depository Trust Company System as directed by the Investor. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days or hours, on the Company's Principal Market with respect to the Common Stock as in effect on the date of delivery of a certificate representing Shares, issued with a restrictive legend. Certificates for the Conversion Shares subject to legend removal hereunder shall be transmitted by the transfer agent to the Investor by crediting the account of the Investor's prime broker with the Depository Trust Company System as directed by the Investor.

(d) The Company acknowledges and agrees that any Investor 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 Conversion Shares 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, the Investor may transfer pledged or secured Conversion Shares 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 Investor's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of the Conversion Shares may reasonably request, including, if the Conversion Shares have been registered for resale pursuant to a Resale Registration Statement, 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 shareholders thereunder.

(e) In addition to each Investor's other available remedies, the Company shall pay to the Investor, 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 Common Stock on the date a notice of conversion included in the Notes (the "Notice of Conversion") are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 4.1(c), $10 per Trading Day (increasing to $20 per Trading Day five Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such shares are delivered without a legend to the Investor and (ii) if the Company fails to (a) issue and deliver (or cause to be delivered) to the Investor by the Legend Removal Date the Conversion Shares based on the Notice of Conversion so delivered to the Company by the Investor that is free from all restrictive and other legends and (b) if after the Legend Removal Date the Investor purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Investor of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock that the Investor anticipated receiving from the Company without any restrictive legend, then, an amount equal to the excess of the Investor's total purchase price (including brokerage commissions or mark-ups and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including brokerage commissions or mark-ups 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 the Investor by the Legend Removal Date multiplied by (B) the lowest closing sale price of the Common Stock on any Trading Day during the period commencing on the date of the delivery by the Investor to the Company of the applicable Notice of Conversion (as the case may be) and ending on the date of such delivery and payment under this clause (ii) above.

(f) The Investor agrees with the Company that the Investor will sell any Notes pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Conversion Shares are sold pursuant to a Registration Statement, including any 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 Notes as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding. The Company acknowledges that if the Investors cashlessly exercises any Notes, Section 3(a)(9) of the Securities Act shall apply and the holding period of the Conversion Shares issued as a result shall be the Closing Date on which the Notes were issued. The Company covenants and agrees that it shall not challenge or take a position contrary to the preceding sentence, except to the extent required by applicable Law.

4.2 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Notes may result in dilution of the outstanding shares of 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 the Investor and regardless of the dilutive effect that such issuance may have on the ownership of the other shareholders of the Company.

4.3 Furnishing of Information; Public Information.

(a) Until such time as no Notes are outstanding and no Investor beneficially owns Conversion Shares, the Company covenants to maintain the registration of the 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 an issuer required to file reports under Section 12(g) of the Exchange Act 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.

(b) At any time during the period commencing from the 12-month anniversary of the date hereof, and ending at such time that all of the Notes 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 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 each Investor's other available remedies, the Company shall pay to the Investor, 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 Notes, an amount in cash equal to one percent of the aggregate Subscription Amount of the Investor's Securities on the day of a Public Information Failure and on every 30th day (pro-rated for periods totaling less than 30 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 Investor to transfer the Conversion Shares pursuant to Rule 144, provided that in no event shall the aggregated liquidated damages payable to any Investor hereunder exceed 10% of such Investor's Subscription Amount. The payments to which the Investor shall be entitled pursuant to this Section 4.3(b) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event 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 one and one-half percent per month (prorated for partial months) until paid in full. Nothing herein shall limit the Investor's right to pursue actual damages for the Public Information Failure, and the Investor 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 .

4.4 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 Notes in a manner that would require the registration under the Securities Act of the sale of the Notes or that would be integrated with the offer or sale of the Notes for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

4.5 Conversion Procedures. The form of Notice of Conversion sets forth the totality of the procedures required of an Investor in order to convert any of the Notes. 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 any of the Notes. No additional legal opinion, other information or instructions shall be required of an Investor to convert its Notes. The Company shall honor conversions of the Notes and shall deliver Conversion Shares in accordance with the terms, conditions and time periods set forth in the Transaction Documents.

4.6 Securities Laws Disclosure; Publicity. The Company shall by the Disclosure Time, (a) issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the SEC. From and after the issuance of such press release, the Company represents and warrants to each Investor that it shall have publicly disclosed all material, non-public information delivered to the Investors by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. 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 Investors or any of their Affiliates on the other hand, shall terminate. The Company and the Investors shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Investors 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 the Investors, or without the prior consent of the Investors, 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(ies) with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Investors, or include the name of the Investors in any filing with the SEC or any regulatory agency or Trading Market, without the prior written consent of the Investors, except (a) as required by federal securities Law in connection with any registration statement contemplated by the Registration Rights and (b) to the extent such disclosure is required by Law or Principal Market Rules, in which case the Company shall provide the Investors with prior notice of such disclosure permitted under this Section 4.6(b).

4.7 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Investor or Investors is or are 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 Investor or Investors could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Notes under the Transaction Documents or under any other agreement between the Company and any Investor or Investors.

4.8 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 4.6, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide each Investor or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Investor shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that each Investor 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, director, agents, employees or Affiliates delivers any material, non-public information to any Investor without the Investor's consent, the Company hereby covenants and agrees that the Investor 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 the Investor 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 file such notice with the SEC pursuant to a Current Report on Form 8-K. The Company understands and confirms that the Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.9 Use of Proceeds. The Company shall use the net proceeds from the sale of the Notes hereunder for working capital and general corporate purposes and shall not use such proceeds for any other purpose, including the repayment of Indebtedness.

4.10 Indemnification of Investor. Subject to the provisions of this Section 4.10, the Company will indemnify and hold each Investor and its respective directors, officers, shareholders, 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 the Investor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, 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 "Investor 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 Investor 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 or (b) any action instituted by the Company or its affiliates or representatives or agents against the Investor Parties in any capacity, or any of them or their respective Affiliates, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is solely based upon a material breach of such Investor Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Investor Party may have with any such shareholder or any violations by such Investor Party of state or federal securities Laws or any conduct by such Investor Party which constitutes fraud, gross negligence or willful misconduct). If any action shall be brought against any Investor Party in respect of which indemnity may be sought pursuant to this Agreement, such Investor Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Investor Party. Any Investor 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 Investor 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, a material conflict on any material issue between the position of the Company and the position of such Investor 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 Investor Party under this Agreement (y) for any settlement by the Investor Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent, that a loss, claim, damage or liability is attributable to any Investor Party's breach of any of the representations, warranties, covenants or agreements made by such Investor Party in this Agreement or in the other Transaction Documents. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Investor Party against the Company or others and any liabilities the Company may be subject to pursuant to Law.

4.11 Reservation and Listing of Common Stock.

(a) The Company shall maintain a reserve of the Required Minimum from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents in such amount as may then be required to fulfill its obligations in full under the Transaction Documents.

(b) If, on any date, the number of authorized but unissued (and otherwise unreserved) shares of Common Stock is less than the Required Minimum on such date, then the Board of Directors shall use commercially reasonable efforts to amend the Company's certificate or articles of incorporation to increase the number of authorized but unissued shares of Common Stock to at least the Required Minimum at such time, as soon as possible and in any event not later than the 90th day after such date. e.

(c) The Company shall maintain the listing or quotation of such Common Stock on the Principal Market.

4.12 Participation in Future Financing.

(a) From the date hereof until the 18-month anniversary of the date of this Agreement, upon any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents for cash consideration, Indebtedness or a combination of units thereof except an Exempt Issuance (a "Subsequent Financing"), the Investors shall have the right to participate in aggregate up to an amount of the Subsequent Financing equal to 25% of the Subsequent Financing (the "Participation Maximum") on the same terms, conditions and price provided for in the Subsequent Financing.

(b) At least 10 Trading Days prior to the closing of the Subsequent Financing, the Company shall deliver to each Investor a written notice of its intention to effect a Subsequent Financing ("Pre-Notice"), which Pre-Notice shall ask the Investor if it wants to review the details of such financing (such additional notice, a "Subsequent Financing Notice"). Upon the request of an Investor, and only upon a request by an Investor, for a Subsequent Financing Notice, the Company shall promptly, but no later than one Trading Day after such request, deliver a Subsequent Financing Notice to such Investor. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person or Persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet or similar document relating thereto as an attachment.

(c) Each Investor desiring to participate in such Subsequent Financing must provide written notice to the Company by not later than 5:30 p.m. (New York, N.Y. time) on the fifth Trading Day after all of the Investor have received the Pre-Notice that the Investor is willing to participate in the Subsequent Financing, the amount of the Investor's participation, and representing and warranting that such Investor has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from any Investor as of such fifth Trading Day, the Investors shall be deemed to have notified the Company that it does not elect to participate.

(d) If by 5:30 p.m. (New York, N.Y. time) on the fifth Trading Day after each Investor has received the Pre-Notice, notification by an Investor of its willingness to participate in the Subsequent Financing (or to cause its designees to participate) has been provided, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.

(e) If by 5:30 p.m. (New York, N.Y. time) on the fifth Trading Day after the Investor has received the Pre-Notice, the Company receives responses to a Subsequent Financing Notice from the Investor seeking to purchase more than the aggregate amount of the Participation Maximum, each such Investor shall have the right to purchase up to its Pro Rata Portion of the Participation Maximum. "Pro Rata Portion" means the ratio of (x) the Subscription Amount of Notes purchased on the Closing Date by an Investor participating under this Section 4.12

(f) and (y) the sum of the aggregate Subscription Amounts of Notes purchased on the Closing Date by all Investors participating under this Section 4.12.

(g) The Company must provide each Investor with a second Subsequent Financing Notice, and each Investor will again have the right of participation set forth above in this Section 4.12, if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within 30 Trading Days after the date of the initial Subsequent Financing Notice.

(h) The Company and each Investor agree that if any Investor elects to participate in the Subsequent Financing, the transaction documents related to the Subsequent Financing shall not include any term or provision that, directly or indirectly, will, or is intended to, exclude one or more of the Investors from participating in a Subsequent Financing, including, but not limited to, provisions whereby any Investor shall be required to agree to any restrictions on trading as to any securities of the Company or be required to consent to any amendment to or termination of, or grant any waiver, release or the like under or in connection with, this Agreement, without the prior written consent of each such Investor.

(i) Notwithstanding anything to the contrary in this Section 4.12 and unless otherwise agreed to by each Investor, the Company shall either confirm in writing to each Investor that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that each Investor will not be in possession of any material, non-public information, by the 10th Business Day following delivery of the Subsequent Financing Notice. If by such 10th Business Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by the Investor, such transaction shall be deemed to have been abandoned and the Investor shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its Subsidiaries.

(j) Upon a Subsequent Financing, except (i) the next $1.5 million of proceeds received after the date hereof under a Prospectus dated June 30, 2025, as if may be amended or supplemented, (the "ELOC"), (ii) proceeds received under a Securities Purchase Agreement dated August 7, 2025 between the Company and Parler Cloud Technologies, LLC and (iii) the first $2.5 million of proceeds received from an "at the market" offering conducted on the Company's behalf by Ladenburg Thalmann, if while any Notes are outstanding the Company receives cash proceeds from any financing including the sale of any securities or any commercial Indebtedness which is Permitted Indebtedness (as defined in the Notes), the Investor shall have the option exercisable on at least three Trading Days' prior written notice to cause the Company to prepay the Notes in an amount equal to up to 30% of the net proceeds of any such financing.

4.13 Subsequent Equity Sales.

(a) From the date hereof until such time as no Investor holds any Notes, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction, except an Exempt Issuance. "Variable Rate Transaction" means any transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock where the future issuance of Common Stock at a price may vary including but not limited to (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 shares of 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 Common Stock or (ii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit or an at-the-market offering, whereby the Company may issue securities at a future determined price, provided that the ELOC,the ATM Offering and any transaction with Silverback Capital Corporation relating to the exchange of certain Indebtedness of the Company for Common Stock or Common Stock Equivalents shall not be deemed to be a Variable Rate Transaction. Each Investor shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, except an Exempt Issuance, which remedy shall be in addition to any right to collect damages.

(b) While any Note is outstanding, if the Company issues any equity option, warrant or similar instrument which contains an "alternative cashless exercise" provision that provides for the exercise of such security without payment of the exercise price in cash and does not require the security to be "in the money," each Investor 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. For avoidance of doubt, the issuance of a warrant or other right that permits a holder to exchange such warrant or right for shares of Common Stock or other securities shall be deemed to involve an "alternative cashless exercise."

4.14 Most Favored Nation Provision. Notwithstanding anything contained herein to the contrary, if at any time from and after the Closing Date until the Notes are no longer outstanding, the Company proposes to offer and sell securities in a Subsequent Financing, each Investor may elect, in its sole discretion, to exchange all or a portion of the Notes then held by such Investor for securities of the same type issued in such Subsequent Financing (such exchange to be made at the same time as the closing of such Subsequent Financing), on the same terms and conditions as the Subsequent Financing, based on 110% the Principal Amount of the Note then outstanding, and accrued and unpaid interest and late charges on the principal and interest of the Note then outstanding.

4.15 Shareholder Approval. The Company shall provide each shareholder entitled to vote at a special or annual meeting of shareholders of the Company (the "Shareholder Meeting"), which the Company shall use its best efforts to call and hold not later than the 90th day from the date hereof (the "Shareholder Meeting Deadline"), a proxy statement, in a form reasonably acceptable to the Investors and Nason Yeager, at the expense of the Company. The proxy statement shall solicit the Company's shareholders' affirmative vote at the Shareholder Meeting for the Shareholder Approval, and the Company shall use its reasonable best efforts to solicit the Shareholder Approval and to cause the Board of Directors of the Company to recommend to the shareholders that they approve the proposal(s) presented at the Shareholder Meeting. The Company shall be obligated to use best efforts to seek to obtain the Shareholder Approval by the Shareholder Meeting Deadline, and if Shareholder Approval is not obtained by the Shareholder Meeting Deadline, as soon as practicable thereafter. Without limiting the generality of the foregoing, if at the first such meeting of shareholders held for purposes of obtaining Shareholder Approval hereunder such Shareholder Approval is not obtained, the Company shall hold another meeting of its shareholders every 90 days until Shareholder Approval is obtained.

4.16 Capital Changes. From the date hereof until such time as no Investor holds any Notes, the Company shall not undertake a reverse or forward stock split or reclassification of the Common Stock without the prior written consent of the Required Holders, which consent shall not be unreasonably withheld.

4.17 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Notes as required under Regulation D and to provide a copy thereof, promptly upon request of the Lead Investor. 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 Notes for, sale to the Investor 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 the Lead Investor.

4.18 Intentionally Omitted.

4.19 Subsequent Registrations. If as result of an SEC Staff policy, rule or regulation or for any other reason, the Company is unable to register all of the Investors' Registrable Conversion Shares (as defined in the Registration Rights Agreement), then upon the earlier of (i) 30 days (or such earlier time as is permitted by the Staff of the SEC or any rule of the SEC) after any Resale Registration Statement filed pursuant to the Registration Rights Agreement is declared effective by the SEC, or (ii) when the registered but not issued Conversion Shares fall below 50% of the amount covered by the effective Resale Registration Statement(s), the Company shall file another Resale Registration Statement including all of the remaining Registrable Securities of the Investor and comply with the terms and conditions set forth in the Registration Rights Agreement.

4.20 Section 3(a)(9) Exchange. The Company acknowledges that each Investor's Subscription Amount comprised of Prior Notes is being made as an exchange of securities pursuant to Section 3(a)(9) of the Securities Act ("Section 3(a)(9)"), that Section 3(a)(9) shall apply to each such exchange, that no commission or other remuneration has been or will be paid or given directly or indirectly for soliciting any such exchange, and that the holding period of the Notes issued as a result of such exchange shall be the date on which the Prior Notes were first issued to the applicable Investor. The Company further acknowledges that if any Investor converts any Notes, Section 3(a)(9) of the Securities Act shall apply, assuming that no commission or other remuneration is paid or given directly or indirectly for soliciting such conversion. The Company covenants and agrees that it shall not challenge or take a position contrary to this Section 4.20, except to the extent required by applicable Law.

4.21 Maintenance of DTC Eligibility. The Company agrees to maintain the eligibility of the 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.

4.22 Compliance With Negative Covenants. The Company agrees that it shall not take any action to or cause any of its Subsidiaries to breach the negative covenants contained in the Notes, the Security Agreement and any other Transaction Documents.

4.23 The Supplemental Listing Application for the listing of the Conversion Shares on the Principal Market shall be approved by the Principal Market within five Business Days of the date of this Agreement and a copy of such approval shall be furnished to the Investors within two Business Days thereafter.

ARTICLE V.
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Company or an Investor, as to the Investor's obligations hereunder only and without any effect whatsoever on the obligations between the Company and any other Investor, by written notice to the other parties, if the Closing has not been consummated on or before the fifth 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. At the Closing, the Company shall reimburse the Lead Investor for its legal fees and expenses, $25,000. The Company shall also pay the Lead Investor for its legal fees in connection with the review of each Registration Statement including each amendment as more particularly set forth in the Registration Rights Agreement. 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-day processing of any instruction letter delivered by the Company and any conversion notice delivered by an Investor), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Investor and costs necessary to provide the Investor with a lien on all of the assets of the Company.

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, N.Y. time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via email as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York, N.Y. time) on any Trading Day, (c) the second Trading Day following the date of delivery to the carrier , if sent by Federal Express or other 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, except to the extent a new address has been provided by notice under this Section 5.4.

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 each Investor or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision,

condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Investors and the Company. Such amendment provision shall not be construed to mean that the Beneficial Ownership Limitation of the Notes may be amended.

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 Investor (other than by merger). Any Investor may assign any or all of its rights under this Agreement to any Person to whom the Investor 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 Investor.

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 4.10 and this Section 5.8.

5.9 Governing Law; Exclusive and Jurisdiction; Attorneys' Fees, Costs, and Expenses.

(a) Governing Law. The Transaction Documents and all disputes, claims, defenses, liabilities, obligations, rights, and remedies, whether based on contract, statute, tort, or otherwise, and all other matters arising out of, in connection with, or relating in any way to (i) the Transaction Documents or any of them, (ii) the transactions contemplated by the Transaction Documents or any of them, or (iii) any matters in connection therewith, shall be governed, controlled, and determined by and enforced in accordance with the internal Laws of the State of Nevada, without regard to conflicts of law principles or considerations. Further, and without limitation, the internal Laws of the State of Nevada, without regard to conflict of law principles or considerations shall govern and apply to all matters regarding the interpretation, validity, enforcement, or enforceability of the Transaction Documents and the transactions contemplated by this Agreement and any other Transaction Documents. For the purposes of this provision, the Transaction Documents shall be deemed to have been entered into in the State of Nevada.

(b) Exclusive Jurisdiction: Any Action arising in whole or in part out of, in connection with, or relating in any way to (i) the Transaction Documents or any of them, (ii) the transactions contemplated by the Transaction Documents or any of them, or (iii) any matters in connection therewith, or any Action in which the dispute, or any claims or defenses asserted, or which could by asserted in such Action, are within the scope of the governing law provision above (the "Exclusive Action"). The Exclusive Action shall be commenced exclusively in the state or federal courts located in Miami, Florida. Each party hereby irrevocably submits and consents to the exclusive jurisdiction of the courts located in Miami, Florida for the adjudication of the Exclusive Action, and hereby irrevocably waives, and agrees not to assert in any Exclusive Action brought or maintained in the courts located in Miami, Florida (i) any claim that it is not personally subject to the jurisdiction of such court, (ii) that such Action was brought in an improper or inconvenient venue, or (iii) that the Action should be dismissed or transferred to another court or venue. Each party hereby irrevocably waives personal service of process for such Exclusive Action and consents to process being served in any such Exclusive Action by Federal Express or any nationally recognized overnight delivery service. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by Law.

(c) Attorneys' Fees, Costs, and Expenses. In any Action in which a party seeks to enforce any provision of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.10, the prevailing party in such Action shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and litigation of such Action.

5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Notes for a period of twelve months from the date hereof.

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

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

5.13 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 an Investor 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 the Investor 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.

5.14 Replacement of Notes. If any certificate or instrument evidencing any Notes 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 an affidavit or similar evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall not be required to pay any reasonable third-party costs (including indemnity) associated with the issuance of such replacement Notes.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by Law, including recovery of damages, each Investor 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.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Investor pursuant to any Transaction Document or the Investor 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.

5.17 Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury Laws wherever enacted, now or at any time hereafter in force, in connection with any Action that may be brought by an Investor in order to enforce any right or remedy under any Transaction Document. In furtherance of this agreement and covenant, the Company shall not take any position that any Laws of any state of the United States relating to usury are applicable. Notwithstanding any provision to the contrary contained in any Transaction Document, it is expressly agreed and provided that the total liability of the Company under the Transaction Documents for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable Law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the Transaction Documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by Law and applicable to the Transaction Documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by Law will be the Maximum Rate applicable to the Transaction Documents from the effective date thereof forward, unless such application is precluded by applicable Law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to an Investor with respect to indebtedness evidenced by the Transaction Documents, such excess shall be applied by the Investor to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Investor's election. The Company acknowledges that as of the date of this Agreement, Nevada has no Law relating to usury.

5.18 Collateral Agent Appointment. The Investors hereby appoint the Lead Investor as the Collateral Agent pursuant to and in accordance with the Security Agreement.

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 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 shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.22 **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.**

(Signature Pages Follow)

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

AMAZE HOLDINGS, INC.

By: /s/ Aaron Day
Name: Aaron Day
Title: CEO

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

_____
_____

_____

Attn: _____
Email:

Address for Notice:

_____
_____

Attention: _____
Email: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[INVESTOR SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

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 Investor: __C/M Capital Master Fund, LP_____

Signature of Authorized Signatory of Investor: ___/s/ Jonathan Juchno_____

Name of Authorized Signatory: __Jonathan Juchno_____

Title of Authorized Signatory: ___Managing Partner_____

Email Address of Authorized Signatory: _____

Address for Notice to Investor:

1111 Brickel Avenue, Suite 2920
Miami FL, 33131

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

Principal Amount of Note: $_2,198,117.12_____

Subscription Amount (Total Consideration): $_2,164,117.12_____

Cash Subscription Amount: $___340,000_____
Promissory Note(s) (Principal plus accrued interest) exchanged: $__1,824,117.12_____

Beneficial Ownership Limitation ☒ 4.99% or o 9.99%

Lead Investor: C/M Capital Master Fund, LP

EIN Number: _____

Wire Instructions to Investor for Interest Payments or Note Repayment:
Bank Name:
Routing No. _____
Account No:
SWIFT
Bank Address:
Phone Number:

[INVESTOR SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

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 Investor: Mercer Street Global Opportunity Fund LLC

Signature of Authorized Signatory of Investor: /s/ Jonathan Juchno

Name of Authorized Signatory: Jonathan Juchno

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Address for Notice to Investor:

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

Principal Amount of Note: $ 550,000

Subscription Amount (Total Consideration): $ 550,000

Cash Subscription Amount: $ N/A
Promissory Note(s) (Principal plus accrued interest) exchanged: $ 500,000

Beneficial Ownership Limitation o 4.99% or o 9.99%

Lead Investor: C/M Capital Master Fund, LP

EIN Number: _____

Wire Instructions to Investor for Interest Payments or Note Repayment:
Bank Name:
Routing No. _____
Account No:
SWIFT
Bank Address:
Phone Number:

[INVESTOR SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

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 Investor: WVP Emerging Manager Onshore Fund, LLC – C/M Capital Series

Signature of Authorized Signatory of Investor: ____/s/ Jonathan Juchno_____

Name of Authorized Signatory: _____Jonathan Juchno_____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Address for Notice to Investor:

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

Principal Amount of Note: $__1,395,117.12_____

Subscription Amount (Total Consideration): $_1,329,117.12_____

Cash Subscription Amount: $__660,000_____
Promissory Note(s) (Principal plus accrued interest) exchanged: $__669,117.12_____

Beneficial Ownership Limitation o 4.99% or o 9.99%

Lead Investor: C/M Capital Master Fund, LP

EIN Number: _____

Wire Instructions to Investor for Interest Payments or Note Repayment:
Bank Name:
Routing No. _____
Account No:
SWIFT
Bank Address:
Phone Number:

THIS NOTE 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 UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT. THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES. ANY TRANSFEREE OF THIS NOTE SHOULD CAREFULLY REVIEW THE TERMS OF THIS NOTE. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE AND, ACCORDINGLY, THE SECURITIES ISSUABLE UPON CONVERSION HEREOF, MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF, PURSUANT TO THE TERMS OF THIS NOTE.

Amaze Holdings, Inc.
Senior Secured Original Issue Discount Convertible Promissory Note

Original Issuance Date: September 11, 2025 Principal:$[_____]
Maturity Date: March 11, 2026 Loan Amount: $[_____]

FOR VALUE RECEIVED, Amaze Holdings, Inc., a Nevada corporation (the "**Maker**" or the "**Company**"), hereby promises to pay to the order of [_____], or its assigns (the "**Holder**") the principal sum of $[_____] (the "**Principal**") pursuant to the terms of this Senior Secured Convertible Promissory Note (this "**Note**"). In exchange for delivery of this Note on the Original Issuance Date referred to above, the Holder has delivered to the Company the Subscription Amount, as defined in the Purchase Agreement, as defined in Section 1.1. This Note has been issued together with the Other Notes.

Unless earlier converted pursuant to the terms of Article 3, the maturity date of this Note shall be six months from the Original Issuance Date of this Note, which is specified above (the "**Maturity Date**"), unless the Holder has given notice to the Maker that it elects to accelerate the Maturity Date to the extent explicitly permitted by this Note. The Maturity Date is the date upon which the Principal and other amounts shall be due and payable unless earlier due or prepaid or converted. This Note may not be repaid in whole or in part except as otherwise explicitly set forth herein. The Company may extend the Maturity Date of this Note by six months by delivering written notice to the Holder, upon which the Principal and all accrued and unpaid interest and other sums payable hereunder shall automatically be increased to 110% of the total Principal and all accrued and unpaid interest and other sums payable hereunder as of the original Maturity Date.

This Note is secured by a senior security interest as evidenced by and to the extent and subject to the provisions set forth in that certain Security Agreement by and among the Maker and its Subsidiaries and the Holder dated as of the Original Issuance Date (the "**Security Agreement**"). The full amount of this Note and all the cash payment obligations of the Company under the

Transaction Documents shall be guaranteed in full by each Subsidiary pursuant to a Guarantee Agreement as defined in and in the form attached as an exhibit to the Purchase Agreement. All capitalized words and terms which are not descriptive shall have the meaning contained in Section 5.12 of this Note or in the Purchase Agreement, as defined in Section 1.1.

ARTICLE 1

1.1 Purchase Agreement. This Note has been executed and delivered pursuant to, and is issued pursuant to, the Securities Purchase Agreement entered into by and among the Company and the Investors named therein (including the Holder) (the "**Purchase Agreement**"), and is subject to, and incorporates, the provisions of the Purchase Agreement.

1.2 Interest.

(a) Interest Rate. Absent the occurrence of an Event of Default, interest shall accrue hereunder at a rate equal to 7% per annum, shall compound monthly based upon a 360-day year, and shall be due and payable on the first Trading Day of each month from the Original Issuance Date.

(b) Default Interest. Notwithstanding the foregoing, from and after the occurrence and during the continuance of any Event of Default, interest shall accrue hereunder at a rate equal to 18% per annum or, if less, the highest amount permitted by law (such interest upon an Event of Default shall be referred to as "**Default Interest**"), shall compound monthly based upon a 360-day year, and shall be due and payable on the first Trading Day of each month during the continuance of such Event of Default (a "**Default Interest Payment Date**"). In the event that such Event of Default is subsequently cured and no other Event of Default then exists (including, without limitation, for the Company's failure to pay such Default Interest on the applicable Default Interest Payment Date), the Default Interest shall cease to accrue hereunder as of the day immediately following the date of such cure; provided that the Default Interest as calculated and unpaid at such increased rate during the continuance of such Event of Default shall continue to apply to the extent relating to the days after the occurrence of such Event of Default through and including the date of such cure of such Event of Default, and provided further that in upon a cure of an Event of Default in accordance with this Note, interest shall accrue in accordance with Section 1.2(a).

1.3 Subsequent Financings. For purposes of this Section 1.3, the Company shall notify the Holder in writing in advance of any kind of financing including through the issuance of any equity securities or Indebtedness (other than an at-the-market offering or equity line of credit) and the Holder may participate in such financing by exchanging a portion of this Note representing the Holder's Pro Rata Portion of up to 100% of the securities or instruments to be offered and sold in such financing, which exchange shall be made at a 20% discount to the price per share, unit or other instrument being sold in such financing. For example, if a financing contemplates the sale of Common Stock at a price of $5.00 per share and the Holder elects to exchange $100,000 of this Note for shares of Common Stock in such financing, the exchange price per share of Common Stock would be $4.00, and the Holder would receive 25,000 Conversion Shares in such exchange. For purposes of this Note, "**Pro Rata Portion**" shall mean the percentage determined by dividing

(A) the Principal and accrued and unpaid interest and other sums payable under this Note held by the Holder, by (B) the total Principal and accrued and unpaid interest and other amounts payable under all Notes then outstanding.

1.4 Prepayment Upon Subsequent Financing. If while this Note is outstanding the Maker directly or indirectly receives cash proceeds from and closes any kind of financing including through the issuance of any equity securities or Indebtedness, the Maker shall prepay of the Principal amount and any accrued and unpaid interest and other sums payable hereunder within one Trading Day thereof, in an amount equal to the Holder's Pro Rata Portion of 30% of the net proceeds (after deducting reasonable and customary offering expenses not to exceed $50,000 other than placement agent fees or underwriting discounts) received by the Maker in such financing. Notwithstanding the foregoing, prepayment under this Section 1.3 shall not apply to (i) the first $1,500,000 of net proceeds received by the Company under the ELOC after the date hereof, (ii) proceeds received under a Securities Purchase Agreement dated August 7, 2025 between the Company and Parler Cloud Technologies, LLC, or (iii) to the first $2,500,000 of net proceeds received by the Company in an at-the-market offering (as applicable, the "**Continuous Offering Thresholds**"). Notwithstanding the foregoing, if and whenever the closing price of the Common Stock on the Principal Market is less than 50% of the Floor Price, then the Continuous Offering Thresholds shall cease to apply, and "30%" shall be replaced with "50%" for purposes of the prepayment rights and obligations under this Section 1.4. For the purposes of this Note, Floor Price shall mean $1.50, subject to adjustment in this Note.

1.5 Replacement. Upon receipt of a duly executed Affidavit of Loss and Indemnity Agreement in customary form from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof), or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note. The Holder shall not be required to post a bond or other security.

1.6 Status of Note. The obligations of the Maker under this Note shall rank senior to all other existing Indebtedness, except Permitted Indebtedness and Permitted Liens, and equity of the Company to the extent of the first lien security interest in the Collateral (as defined in the Security Agreement) pursuant to the Security Agreement, other than the Other Notes issued pursuant to the Purchase Agreement with which the obligations under this Note shall rank pari passu. Upon any Liquidation Event (as hereinafter defined), but subject in all cases to the Purchase Agreement, the Holder will be entitled to receive, before any distribution or payment is made upon, or set apart with respect to, any Indebtedness of the Maker ranking junior to this Note in right of payment, an amount equal to the outstanding Principal, interest and any other sums due. For purposes of this Note, "**Liquidation Event**" means merger or consolidation of the Company with another entity in which the Company is not the surviving entity (except where the sole purpose is to change the domicile of the Company), the sale of all or substantially all of the assets of the Company in one or more related transactions, a liquidation pursuant to a filing of a petition for bankruptcy under applicable law or any other insolvency or debtor's relief, an assignment for the benefit of creditors, a determination by a Governmental Authority that the Company (which includes its Subsidiaries) cannot carry on its business substantially consistent with the prior ordinary course of its business, or a voluntary or involuntary liquidation, dissolution or winding

up of the affairs of the Maker.

ARTICLE 2

2.1 Events of Default. An "**Event of Default**" under this Note shall mean the following (unless the Event of Default is waived in writing by the Holder):

(a) Any default in the payment of the Principal, interest or other sums due under this Note or any Other Note issued to the Holder when due (whether on the Maturity Date, by acceleration or otherwise);

(b) the Maker shall fail to observe or perform any other covenant, condition or agreement contained in this Note or any Transaction Document, including, for the avoidance of doubt, (i) the issuance of any Indebtedness or the imposition of a Lien upon any of the assets of the Maker or any Subsidiary, except for Permitted Indebtedness or Permitted Liens, respectively, (ii) any failure to timely file, obtain and maintain the effectiveness of the Resale Registration Statement(s) within the timeframes prescribed pursuant to the Registration Rights Agreement, or (iii) any other breach of its covenants and obligations under the Purchase Agreement and other Transaction Documents entered into by and between the Maker and the Holder dated the Original Issuance Date;

(c) the Maker or any of its Subsidiaries shall (A) default in any payment of any amount or amounts of principal of or interest (if any) on $100,000 or more of any Indebtedness other than the Notes or (B) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity;

(d) the Maker's notice to the Holder, including by way of public announcement, at any time of its inability to comply (including for any of the reasons described in Section 3.5(a) hereof) or its intention not to comply with proper requests for conversion of this Note into Conversion Shares;

(e) the occurrence of any event, condition, action or failure to act which causes or could reasonably be expected to result in a Material Adverse Effect;

(f) Shareholder Approval, as defined in the Purchase Agreement, is not received and effective in accordance with the SEC rules and Principal Market Rules within 90 days of the Original Issuance Date;

(g) at any time after the initial Resale Registration Statement is effective and subject to compliance with applicable Law or if Rule 144 is available for the sale of Conversion Shares, the Maker fails to instruct its Transfer Agent (as hereinafter defined) to issue Conversion Shares without restricted legends or the Transfer Agent fails to issue such Conversion Shares to

the Holder within the Standard Settlement Period upon delivery of a Notice of Conversion by such Holder. As used herein, "**Standard Settlement Period**" means the standard settlement period, expressed in a number of Trading Days (or hours, on the Company's Principal Market with respect to the Common Stock as in effect on the date of delivery of a Conversion Notice. For avoidance of doubt, as of the Original Issuance Date the Standard Settlement Period is one Trading Day;

(h) the Maker shall fail to timely deliver the Common Stock as and when required in Section 3.2;

(i) at any time the Maker shall fail to have the Required Minimum of Common Stock authorized, reserved and available for issuance to satisfy the potential conversion in full (disregarding for this purpose any and all limitations of any kind including beneficial ownership limitations on such conversion) of this Note and the Other Notes;

(j) any representation or warranty made by the Maker or any of its Subsidiaries in the Purchase Agreement, or any other Transaction Document shall prove to have been false or misleading or breached in a material respect on the date as of which made;

(k) the Maker or any of its Subsidiaries shall: (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets; (ii) make a general assignment for the benefit of its creditors; (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable Laws of any jurisdiction (foreign or domestic); (iv) file a petition seeking to take advantage of any insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally; (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic); (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same; or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing;

(l) an Action shall be commenced relating to the Maker and/or any of its Subsidiaries, without its application or consent, in any court of competent jurisdiction, seeking: (i) the bankruptcy, liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of the debts of the Maker and/or any Subsidiaries; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker and/or any of its Subsidiaries; or (iii) similar relief in respect of under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of 30 days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable Laws of any jurisdiction (foreign or domestic) against the Maker or any of its Subsidiaries or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker or any of its Subsidiaries and shall continue undismissed, or unstayed and in effect for a period of 30 days;

(m) one or more final judgments or orders for the payment of money aggregating in excess of $250,000 including any equivalent concepts under any foreign Laws (or its equivalent in the relevant currency of payment) are rendered against one or more of the Company and/or any of its Subsidiaries, that is not dismissed or stayed within a number of days that under applicable Laws including court rule or procedures that prohibit the creditor or other Person from executing on the judgment or seizing of property;

(n) the Company fails to comply with the reporting requirements of the Exchange Act (including but not limited to becoming delinquent in the filing of any report required to be filed under the Exchange Act including any extension permitted by Rule 12b-25 under the Exchange Act) or ceases to be subject to the reporting requirements of the Exchange Act. For avoidance of doubt, a failure to timely file any Exchange Act report after any such extension has lapsed or terminated shall be deemed to be an Event of Default hereunder;

(o) the Company files a Form 8-K or other SEC Report with the SEC disclosing that it has restated or it intends to restate any financial statements it previously filed with the SEC, issues a press release or other public announcement it has restated or that it intends to restate as financial statements it previously filed with the SEC or it restates any financial statements it previously filed with the SEC (a "**Restatement Default**");

(p) the Maker's Common Stock ceases to be listed on the Principal Market, a delisting of the Common Stock by the Principal Market is otherwise threatened or reasonably likely to occur as evidenced by a writing issued by the Principal Market, or the Maker fails to list the Conversion Shares on the Principal Market (a "**Delisting Default**");

(q) after the six-month anniversary of the Original Issuance Date, any Common Stock including Underlying Shares may not be immediately resold under Rule 144 without restriction on the number of shares to be sold or manner of sale, unless (i) the Holder is then deemed to be an "affiliate" as such term is defined under the Securities Act; (or (ii) such Common Stock has been registered for resale under the Securities Act and may be sold without restriction;

(r) the Maker's Common Stock is no longer registered under Section 12(b) of the Exchange Act;

(s) there shall be any SEC stop order with respect to any Resale Registration Statement, a trading suspension by the SEC or the Principal Market or other Trading Market for the Common Stock, or any restriction in place with the Transfer Agent for the Common Stock restricting the trading of such Common Stock;

(t) the electronic transfer by the Company of shares of Common Stock through the Depository Trust Company or another established clearing corporation is no longer available or is subject to a "chill";

(u) the Company replaces its Transfer Agent, and the Company fails to instruct the new Transfer Agent to provide prior to the effective date of such replacement, a fully executed irrevocable transfer agent instructions (including but not limited to the provision to irrevocably

reserve the Required Minimum) signed by the successor Transfer Agent and the Company;

(v) the Company or a Subsidiary enters into a Variable Rate Transaction at any time while this Note is outstanding;

(w) any provision of any Transaction Document (as defined in the Purchase Agreement) shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against the Company or any of its Subsidiaries that are a party thereto, or the validity or enforceability thereof shall be contested by any party thereto and it is finally determined by a court of competent jurisdiction that any such Transaction Document is not valid or enforceable against the Company or any of its Subsidiaries, or an Action shall be commenced by the Company or any Subsidiary or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof against the Company or any of its Subsidiaries, or the Company or any Subsidiary shall deny in writing that it has any liability or obligation purported to be created under any Transaction Document;

(x) the Holders shall for any reason fail or have to create a separate valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien (as defined in the Purchase Agreement) on the Collateral (as defined in the Security Agreement) in favor of the Holders or any material provision of the Security Agreement or Guarantee Agreement (together, the "Security Documents") shall at any time for any reason cease to be valid and binding on or enforceable against the Company or the validity or enforceability thereof shall be contested by any party thereto and it is finally determined by a court of competent jurisdiction that any such Security Document is not valid or enforceable against the Company, or a proceeding shall be commenced by the Company or any Governmental Authority having jurisdiction over the Company, seeking to establish the invalidity or unenforceability thereof against the Company;

(y) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, while the security interest(s) provided under the Security Agreement remain in effect, or any Force Majure Event has occurred and is continuing, or other casualty which along or together with another event causes, for more than 15 consecutive days, the cessation or material curtailment of the Company's current operations or revenue producing activities at any material facility of the Company or any Subsidiary, if any such event or circumstance would or could reasonably be expected to have a Material Adverse Effect (as defined in the Purchase Agreement); or

(z) the Company organizes or acquires a new Subsidiary (as defined in the Security Agreement) and the Company fails to do the following within 15 Trading Days of such organization or acquisition: (i) to cause such Subsidiary to become a party to, and to guarantee the Notes pursuant to, the Guarantee Agreement, and (ii) if such Subsidiary is incorporated or organized in the United States, to pledge the equity interests of such Subsidiary and cause such Subsidiary to become a party to the Security Agreement and a Pledge Agreement (as defined in the Security Agreement) (including the delivery of the pledged securities) within such period.

2.2 Remedies Upon an Event of Default.

(a) Upon the occurrence of any Event of Default that has not been remedied, if

reasonably capable of being remedied, or waived within three Trading Days, the Maker shall be obligated to pay to the Holder the Mandatory Default Amount, which Mandatory Default Amount shall be immediately due and payable to the Holder; provided, however, that there shall be no cure period for an Event of Default described in Section 2.1(g), 2.1(j) or 2.1(k). In the event this Note shall be converted whenever an Event of Default has occurred and is continuing without cure, the Holder shall have the option to convert the Mandatory Default Amount at the Alternative Conversion Price. For this purpose, the Holder shall have the option to have the Alternative Conversion Price determined as of the date the Conversion Notice was given to the Maker, and such option shall continue such that the Holder may continue to use the Alternative Conversion Price during the Pricing Period.

(b) Upon the occurrence of any Event of Default known to the Maker, the Maker shall, as promptly as possible but in any event within two Trading Days of the occurrence of such Event of Default, notify the Holder of the occurrence of such Event of Default, describing the event or factual situation giving rise to the Event of Default and specifying the relevant subsection or subsections of Section 2.1 hereof under which such Event of Default has occurred.

(c) Subject to Section 2.2(a), upon the occurrence of any Event of Default that has not been remedied, if reasonably capable of being remedied, or waived within three Trading Days, the Holder may at any time at its option declare, by written notice to the Maker, the Mandatory Default Amount due and payable, and thereupon, the Maturity Date shall be accelerated and so due and payable within three Trading Days of receipt of such notice. Upon the failure of the Maker to cure an Event of Default within the time permitted by this Note, or if the Event of Default is not capable of being cured, the remedies provided in this Note including the use of the Alternative Conversion Price shall continue and not be affected by any cure.

(d) The provisions of Section 3.2(b) and (c) shall also apply upon any Events of Default relating to Conversion Shares in addition to the remedies under this Section 2.2.

ARTICLE 3

3.1 Conversion.

(a) Conversion. At any time after the Original Issuance Date, this Note shall be convertible (in whole or in part) at the option of the Holder into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing (x) that portion of the outstanding Principal and any accrued and unpaid interest thereon that the Holder elects to convert (the "**Conversion Amount**") by (y) the Applicable Conversion Price then in effect on the date on which the Holder delivers to the Maker a notice of conversion in substantially the form attached hereto as Exhibit A (the "**Conversion Notice**") in accordance with Section 5.1. The Holder shall deliver this Note to the Maker at the address designated in the Purchase Agreement at such time that this Note is fully converted. With respect to partial conversions of this Note, the Maker shall keep written records of the amount of this Note converted as of the date of such conversion (each, a "**Conversion Date**").

(b) Conversion Price. The "**Conversion Price**" means $2.33 (the "**Fixed Conversion Price**") as such Fixed Conversion Price may be adjusted as provided herein. Provided,

however, that if any Conversion Price under the foregoing definition results in a fractional amount, the fractional amount shall be rounded down to the nearest whole cent. For avoidance of doubt, all references in this Note to the Fixed Conversion Price or any other Conversion Price including the Alternative Conversion Price shall be construed to include adjustments as provided in this Note. Notwithstanding the foregoing, at any time when an Event of Default has occurred and is continuing without cure or the Company shall have failed to meet the Equity Conditions and while such failure is continuing, the Holder may convert this Note at the Alternative Conversion Price.

(c) If the Company receives a Conversion Notice at a time at which the Conversion Price (or, as applicable, the Alternative Conversion Price) then in effect (as applicable, the "**Applicable Conversion Price**") (without regard to the Floor Price) is less than the Floor Price then in effect (unless such Floor Price is lowered with the written consent of the Company and the Holder, which may be by e-mail), the Company shall issue a number of shares equal to the Conversion Amount divided by such Floor Price and pay the economic difference between the Applicable Conversion Price (without regard to the Floor Price) and such Floor Price in cash. For further clarification, the economic difference shall be equal to (A) the number of shares that would have been delivered using the Applicable Conversion Price, minus (B) the number of shares delivered using the Floor Price, multiplied by (C) the daily VWAP of the Common Stock on the Conversion Date ((A-B)*C).

(d) Voluntary Adjustment of Fixed Conversion Price. Subject to the rules and regulations of the Principal Market, the Company may at any time during the term of this Note, with the prior written consent of the Holder, reduce the then current Fixed Conversion Price of the Note to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

(e) With respect to any conversion pursuant to this Note, the Holder shall be deemed to own the Conversion Shares resulting therefrom for purposes of the Securities Act upon the Holder delivering the Conversion Notice to the Company.

3.2 Delivery of Conversion Shares.

(a) As soon as practicable after any conversion in accordance with this Note, and in any event within the Standard Settlement Period thereafter (such date, the "**Share Delivery Date**"), the Maker shall, at its expense, cause to be issued in the name of and delivered to the Holder, or as the Holder may direct, a certificate or certificates evidencing the number of shares of fully paid and non-assessable Common Stock to which the Holder shall be entitled on such conversion (the "**Conversion Shares**"), in the applicable denominations based on the applicable conversion, which certificate or certificates shall be free of restrictive and trading legends (except for any such legends as may be required under the Securities Act). In lieu of delivering physical certificates for the Common Stock issuable upon any conversion of this Note, provided the Company's transfer agent (the "**Transfer Agent**") is participating in the Depository Trust Company ("**DTC**") DTC Fast Automated Securities Transfer Program ("**FAST**") or a similar program, upon request of the Holder, the Company shall cause the Transfer Agent to electronically transmit such Conversion Shares issuable upon conversion of this Note to the Holder (or its designee), by crediting the account of the Holder's (or such designee's) broker with DTC through its Deposit Withdrawal At Custodian system (provided that the same time periods herein as for

stock certificates shall apply) as instructed by the Holder (or its designee).

(b) Obligation Absolute. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder. In the event the Holder of this Note shall elect to convert any or all of the outstanding Principal and any accrued and unpaid interest thereon (if any) hereof, the Company may not refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, issued with prior notice to Holder, restraining and or enjoining conversion of all or part of this Note shall have been sought and obtained, and the Company posts a surety bond for the benefit of the Holder in the amount of 150% of the outstanding Principal and any accrued and unpaid interest thereon (if any) of this Note, which is subject to the injunction, which bond shall remain in effect until the completion of litigation of the underlying dispute and the proceeds of which shall be payable to the Holder to the extent it obtains judgment. In the absence of such injunction, the Company shall issue the Conversion Shares or, if applicable, cash, upon delivery of a Conversion Notice.

(c) The Company's Failure to Timely Convert.

(1) If the Company shall fail for any reason or for no reason, on or prior to the applicable Share Delivery Date, if the Transfer Agent is not participating in FAST, to issue and deliver to the Holder (or its designee) a certificate for the number of Conversion Shares to which the Holder is entitled and register such Conversion Shares on the Company's share register or, if the Transfer Agent is participating in FAST, to credit the balance account of the Holder or the Holder's designee with DTC for such number of Conversion Shares to which the Holder is entitled upon the Holder's conversion of this Note (as the case may be) (a "**Conversion Failure**"), then, in addition to all other remedies available to the Holder, the Holder may by notice to the Company (in lieu of receiving such Conversion Shares subject to such Conversion Failure), require the Company to prepay, in cash, the Conversion Amount in such Conversion Failure at a prepayment price equal to the Mandatory Default Amount with respect to such Conversion Amount arising from such Conversion Failure. In addition to the foregoing, if on or prior to the Share Delivery Date, if the Transfer Agent is not participating in FAST, the Company shall fail to issue and deliver to the Holder (or its designee) a certificate and register such shares of Common Stock on the Company's share register or, if the Transfer Agent is participating in FAST, the Transfer Agent shall fail to credit the balance account of the Holder or the Holder's designee with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's conversion hereunder or pursuant to the Company's obligation pursuant to clause (II) below, and if on or after such Share Delivery Date the Holder

acquires (in an open market transaction, stock loan or otherwise) shares of Common Stock corresponding to all or any portion of the number of shares of Conversion Shares that the Holder is entitled to receive from the Company and has not received from the Company in connection with such Conversion Failure (a "**Buy-In**"), then, in addition to all other remedies available to the Holder, the Company shall, within two Trading Days after receipt of the Holder's request and in the Holder's discretion, either: (I) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions, mark-ups, stock loan costs and other out-of-pocket expenses, if any) for the shares of Common Stock so acquired (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate (and to issue such shares of Common Stock) or credit the balance account of such Holder or such Holder's designee, as applicable, with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's conversion hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (II) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such shares of Common Stock or credit the balance account of such Holder or such Holder's designee, as applicable, with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's conversion hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (x) such number of shares of Common Stock multiplied by (y) the lowest closing sale price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Conversion Notice and ending on the date of such issuance and payment under this clause (II) (the "**Buy-In Payment Amount**").

(2) Conversion Failures. In the event of a Conversion Failure, the Maker shall also pay to the Holder, in cash, (i) as partial liquidated damages and not as a penalty, for each $1,000 of the Conversion Amount, $10 per Trading Day (increasing to $20 per Trading Day five Trading Days after such damages have begun to accrue) for each Trading Day after the Share Delivery Date until the number of shares of Common Stock the Holder shall be entitled on such conversion has been issued and delivered to the Holder. Nothing shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock (or to electronically deliver such shares of Common Stock) upon the conversion of this Note as required pursuant to the terms hereof.

(d) Conversion Priority. In the event that the Company receives a Conversion Notice from the Holder and similar notices from any holders of Options or other Convertible Securities for the same Conversion Date and the Company can effect the conversion and exercise of some, but not all, of such portions of the Note, Options or other Convertible Securities submitted for conversion and exercise, the Company, subject to this Section 3.2(d), shall (i) first effect the conversion of the entire Conversion Amount submitted for conversion on such date by the Holder, and (ii) shall thereafter effect the exercise and conversion from each holder of Options or other Convertible Securities electing to have Options or other Convertible Securities exercised or

converted on such date (other than the Note). Notwithstanding the foregoing, in the event that the Company receives a Conversion Notice from the Holder and one or more other Holders of Notes for the same Conversion Date and the Company can effect the conversion of some, but not all, of such portions of the Notes, the Company, subject to this Section 3.2(d), shall process such conversions on a pro rata basis upon each converting Holder's Subscription Amount.

(e) Beneficial Ownership Limitation. The Company shall not effect the conversion of any portion of this Note, and the Holder shall not have the right to convert any portion of this Note pursuant to the terms and conditions of this Note and any such conversion shall be null and void and treated as if never made, to the extent that after giving effect to such conversion, the Holder together with the other Attribution Parties collectively would beneficially own in excess of 9.99% (the "**Maximum Percentage**") of the shares of Common Stock outstanding immediately after giving effect to such conversion. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and the other Attribution Parties shall include the number of shares of Common Stock held by the Holder and all other Attribution Parties plus the number of shares of Common Stock issuable upon conversion of this Note with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (A) conversion of the remaining, non-converted portion of this Note beneficially owned by the Holder or any of the other Attribution Parties and (B) exercise or conversion of the unexercised or non-converted portion of any other securities of the Company (including, without limitation, any convertible notes or convertible preferred stock or warrants) beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 3.2(e). For purposes of this Section 3.2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. For purposes of determining the number of outstanding shares of Common Stock the Holder may acquire upon the conversion of this Note without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (y) a more recent public announcement by the Company or (z) any other written notice by the Company or the Transfer Agent, if any, setting forth the number of shares of Common Stock outstanding (the "**Reported Outstanding Share Number**"). If the Company receives a Conversion Notice from the Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall notify the Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Conversion Notice would otherwise cause the Holder's beneficial ownership, as determined pursuant to this Section 3.2(e), to exceed the Maximum Percentage, the Holder must notify the Company of a reduced number of shares of Common Stock to be issued pursuant to such Conversion Notice. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one Trading Day confirm orally and in writing or by electronic mail to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder and any other Attribution Party since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of shares of Common Stock to the Holder upon conversion of this Note results in the Holder and the other Attribution Parties being deemed to beneficially own, in the

aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the Exchange Act), the number of shares so issued by which the Holder's and the other Attribution Parties' aggregate beneficial ownership exceeds the Maximum Percentage (the "**Excess Shares**") shall be deemed null and void and shall be cancelled ab initio, and the Holder shall not have the power to vote or to transfer the Excess Shares. Furthermore, the Company shall indemnify the Holder in accordance with the Purchase Agreement, if the Holder suffers any damages, claims or losses as a result of Excess Shares being issued. Upon delivery of a written notice to the Company, the Holder may from time to time increase (with such increase not effective until the 61st day after delivery of such notice) or decrease the Maximum Percentage to any other percentage not in excess of 9.99% as specified in such notice; provided that (i) any such increase in the Maximum Percentage will not be effective until the 61st day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and the other Attribution Parties. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Note in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to convert this Note pursuant to this Section 3.2(e) shall have any effect on the applicability of the provisions of this Section 3.2(e) with respect to any subsequent determination of convertibility. The provisions of this Section 3.2(e) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3. 2(e) to the extent necessary to correct any provision which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 3.2(e) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this Section 3.2(e) may not be waived and shall apply to a successor holder of this Note.

(f) Trading Market Limit. Notwithstanding anything herein to the contrary, prior to the date on which Shareholder Approval has been obtained and is effective, any and all conversions of the Notes among the Holders thereof shall be limited in the aggregate to 19.99% of the Company's outstanding Common Stock as of the date of the Purchase Agreement or such other amount as may otherwise be provided by the Trading Market and the rules and regulations thereof (the "**Trading Market Limit**"). The Trading Market Limit shall apply pro rata to the Holders of Notes in proportion to the Principal of each such Holder's respective Note compared to the total Principal of all Notes as of the Closing Date. Effective on the earlier of (1) date on which Shareholder Approval has been obtained and is effective and (2) the date on which the Common Stock is no longer listed on a Trading Market, the Trading Market Limit shall cease to apply and be of no further force or effect.

(g) If shares of Common Stock are not delivered within the Standard Settlement Period in accordance with this Note as a result of any action or inaction by the Company's Transfer Agent, then the Holder shall have the right, by giving 30 days' advance written notice, to require the Company to terminate the Transfer Agent and hire a replacement Transfer Agent, and the Company shall use its best efforts to effect such replacement as soon as possible and by the end of such 30-day period.

3.3 Adjustment of Fixed Conversion Price.

(a) Until this Note has been paid in full or converted in full, the Fixed Conversion Price shall be subject to adjustment from time-to-time, and the Floor Price shall be subject to adjustment solely as to Section 3.3(a)(i) through (iv) (but in either case shall not be increased, other than pursuant to a combination) as follows:

(i) Adjustments for Stock Splits and Combinations. If the Maker shall at any time or from time-to-time after the Original Issuance Date effect a forward stock split of the outstanding Common Stock or pays a dividend in Common Stock to holders of its Common Stock, the applicable Fixed Conversion Price in effect immediately prior to such event shall be proportionately decreased. If the Maker shall at any time or from time-to-time after the Original Issuance Date, effect a combination or reverse stock split of the outstanding Common Stock, the applicable Fixed Conversion Price in effect immediately prior to such event shall be proportionately increased. Any adjustments under this Section 3.3(a)(i) shall be effective at the close of business on the date the applicable event occurs. If at any time or from time-to-time after the Original Issuance Date the Maker effects a forward stock split, stock dividend, stock combination, reverse stock split, recapitalization or other similar transaction and the Event Market Price (as defined below) is less than the Fixed Conversion Price then in effect (after giving effect to the adjustment in this Section 3.3(a)(i)), then on the fifth Trading Day immediately following such event, the Fixed Conversion Price then in effect on such fifth Trading Day (after giving effect to the adjustment in this Section 3.3(a)(i) above) shall be reduced (but in no event increased) to the Event Market Price. For the avoidance of doubt, if the adjustment in the immediately preceding sentence would otherwise result in an increase in the Fixed Conversion Price hereunder, no adjustment shall be made. "**Event Market Price**" means, with respect to any event described in this Section 3.3(a)(i), the quotient determined by dividing (x) the sum of the VWAP of the shares of Common Stock for each of the five Trading Days following such event divided by (y) five. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, reverse stock split, recapitalization or other similar transaction during such period.

(ii) Adjustments for Certain Dividends and Distributions. If the Maker shall at any time or from time to time after the Closing Date (but whether before or after the Original Issuance Date) make or issue or set a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in Common Stock, then, and in each event, the applicable Fixed Conversion Price in effect immediately prior to such event shall be decreased as of the time of such issuance or, in the event such record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Fixed Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

(iii) Adjustment for Other Dividends and Distributions. If the Maker shall at any time or from time to time after the Closing Date (but whether before or after the Original Issuance Date) make or issue or set a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in other Common Stock, then, and in each event, an appropriate revision to the applicable Fixed Conversion Price shall be made and provision shall be made (by adjustments of the Fixed Conversion Price or otherwise) so that the Holder of this Note shall receive upon conversions thereof, in addition to the number of shares of Common Stock receivable thereon, the number of securities of the Maker or other issuer (as applicable) or other property that it would have received had this Note been converted into Common Stock in full (without regard to any conversion limitations herein) on the date of such event and had thereafter, during the period from the date of such event to and including the Conversion Date, retained such securities (together with any distributions payable thereon during such period) or assets, giving application to all adjustments called for during such period under this Section 3.3(a)(iii) with respect to the rights of the holders of this Note; provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Fixed Conversion Price shall be adjusted pursuant to this Section 3.3(a)(iii) as of the time of actual payment of such dividends or distributions.

(iv) Adjustments for Reclassification, Exchange or Substitution. If the Common Stock at any time or from time-to-time after the Closing Date (but whether before or after the Original Issuance Date) shall be changed to the same or different number of shares or other securities of any class or classes of stock or other property, whether by reclassification, exchange, substitution or otherwise (other than by way of a stock split or combination of shares or stock dividends provided for in Sections 3.3(a)(i), (ii) and (iii) hereof), then, and in each event, an appropriate revision to the Fixed Conversion Price shall be made and provisions shall be made (by adjustments of the Fixed Conversion Price or otherwise) so that the Holder shall have the right thereafter to convert this Note into the kind and amount of shares of stock or other securities or other property receivable upon reclassification, exchange, substitution or other change, by holders of the number of shares of Common Stock into which such Note might have been converted immediately prior to such reclassification, exchange, substitution or other change, all subject to further adjustment as provided herein.

(v) Rights Upon Issuance of Other Securities.

(1) Adjustment of Fixed Conversion Price upon Issuance of Common Stock. If and whenever on or after the Original Issuance Date the Company issues or sells, or in accordance with this Section 3.3(a)(v) is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding any Exempt Issuance, for a consideration per share (the "**Dilutive Issuance Price**") less than a price equal to the Fixed Conversion Price in effect immediately prior to such issuance or sale or deemed issuance or sale (such Fixed Conversion Price then in effect is referred to herein as the "**Applicable Price**") (the foregoing a "**Dilutive Issuance**"), then immediately after such Dilutive Issuance, the Fixed Conversion Price then in effect shall be reduced to the lower of (i) an amount equal to the Dilutive Issuance Price, or (ii) the VWAP on the Trading Day

following the first public disclosure of the Dilutive Issuance. For the purposes of this Section 3.3(a)(v), the next Trading Day if an announcement is made before 4:00 p.m. New York, N.Y. time is either the day of the announcement or the following Trading Day. :
For all purposes of the foregoing (including, without limitation, determining the adjusted Fixed Conversion Price and the Dilutive Issuance Price under this Section 3.3(a)(v)), the following shall be applicable:

(2) Issuance of Options. If the Company in any manner grants or sells any options or rights to acquire Common Stock or Convertible Securities ("Options") (other than pursuant to any Exempt Issuance) and the lowest price per share for which one share of Common Stock is at any time issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option or otherwise pursuant to the terms thereof is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share, excluding any transactions involving an Exempt Issuance. For purposes of this Section 3.3(a)(v) the "lowest price per share for which one share of Common Stock is at any time issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option or otherwise pursuant to the terms thereof" shall be equal to (1) the lower of (x) the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon the granting or sale of such Option, upon exercise of such Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option or otherwise pursuant to the terms thereof or (y) the lowest exercise price set forth in such Option for which one share of Common Stock is issuable (or may become issuable assuming all possible market conditions) upon the exercise of any such Options or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option or otherwise pursuant to the terms thereof, minus (2) the sum of all amounts paid or payable to the holder of such Option (or any other Person) with respect to any one share of Common Stock (on a fully-diluted basis) upon the granting or sale of such Option, upon exercise of such Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option or otherwise pursuant to the terms thereof plus the value of any other consideration received or receivable by, or benefit conferred on, the holder of such Option (or any other Person) with respect to any one share of Common Stock (on a fully-diluted basis). Except as contemplated below, no further adjustment of the Fixed Conversion Price shall be made upon the actual issuance of such share of Common Stock or of such Convertible Securities upon the exercise of such Options or otherwise pursuant to the terms thereof or upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities.

(3) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is at any time issuable upon the conversion, exercise or exchange thereof or otherwise pursuant to the terms thereof is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have

been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 3.3(a)(v), the "lowest price per share for which one share of Common Stock is at any time issuable upon the conversion, exercise or exchange thereof or otherwise pursuant to the terms thereof" shall be equal to (1) the lower of (x) the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to one share of Common Stock upon the issuance or sale of the Convertible Security and upon conversion, exercise or exchange of such Convertible Security or otherwise pursuant to the terms thereof and (y) the lowest conversion price set forth in such Convertible Security for which one share of Common Stock is issuable upon conversion, exercise or exchange thereof or otherwise pursuant to the terms thereof, minus (2) the sum of all amounts paid or payable to the holder of such Convertible Security (or any other Person) with respect to any one share of Common Stock (on a fully-diluted basis) upon the issuance or sale of such Convertible Security plus the value of any other consideration received or receivable by, or benefit conferred on, the holder of such Convertible Security (or any other Person) with respect to any one share of Common Stock (on a fully-diluted basis). Except as contemplated below, no further adjustment of the Fixed Conversion Price shall be made upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities or otherwise pursuant to the terms thereof, and if any such issuance or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the Fixed Conversion Price has been or is to be made pursuant to other provisions of this Section 3.3(a)(v), except as contemplated below, no further adjustment of the Fixed Conversion Price shall be made by reason of such issuance or sale.

(4) Change in Option Price or Rate of Conversion. If the purchase or exercise price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exercise or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for shares of Common Stock decreases at any time (other than proportional changes in connection with an event referred to Section 3.3(a)(i) above), the Fixed Conversion Price in effect at the time of such decrease shall be adjusted to the Fixed Conversion Price which would have been in effect at such time had such Options or Convertible Securities provided for such decreased purchase price, additional consideration or decreased conversion rate (as the case may be) at the time initially granted, issued or sold. For purposes of this Section 3.3(a)(v), if the terms of any Option or Convertible Security that was outstanding as of the Original Issuance Date are decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the shares of Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such decrease. No adjustment pursuant to this Section 3.3(a)(v) shall be made if such adjustment would result in an increase of the Fixed Conversion Price then in effect.

(5) Issuances of Units. If and whenever within 18 months of the Original Issuance Date any Option and/or Convertible Security and/or Adjustment Right is issued in connection with the issuance or sale or deemed issuance or sale of any other securities of the Company (as determined by the Holder, the "**Primary Security**", and such

Option and/or Convertible Security and/or Adjustment Right, the "**Secondary Securities**"), together comprising one integrated transaction (or one or more transactions if such issuances or sales or deemed issuances or sales of securities of the Company either (A) have at least one investor or purchaser in common, (B) are consummated in reasonable proximity to each other and/or (C) are consummated under the same plan of financing), the "lowest price per share for which one share of Common Stock is at any time issuable upon the conversion, exercise or exchange thereof or otherwise pursuant to the terms thereof" with respect to such Primary Security shall be deemed to be equal to (1) the lowest price per share for which one share of Common Stock was issued (or was deemed to be issued pursuant to this Section 3.3(a)(v), as applicable) in such integrated transaction solely with respect to such Primary Security, minus (2) with respect to such Secondary Securities, the sum of (x) the VWAP of the number of shares of Common Stock underlying each such Secondary Security which accompanies one share of Common Stock in respect of the Primary Security on a fully-diluted basis, if any, (y) the fair market value (as mutually determined by the Holder and the Company in good faith), of such Adjustment Right which accompanies one share of Common Stock in respect of the Primary Security on a fully-diluted basis, if any, and (z) the fair market value (as mutually determined by the Holder and the Company) of such Convertible Security, if any, in each case, as determined on a per share basis in accordance with this Section 3.3(a)(v). If any shares of Common Stock, Options (other than exempt issuances) or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor (for the purpose of determining the consideration paid for such Common Stock, Option or Convertible Security) will be deemed to be the net amount of consideration received by the Company therefor. If any shares of Common Stock, Options (other than exempt issuances) or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company (for the purpose of determining the consideration paid for such Common Stock, Option or Convertible Security) will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Company for such securities will be the arithmetic average of the VWAPs of such security for each of the five Trading Days immediately preceding the date of receipt. If any shares of Common Stock, Options (other than exempt issuances) or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor (for the purpose of determining the consideration paid for such Common Stock, Option or Convertible Security) will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities (as the case may be). The fair value of any consideration other than cash or publicly traded securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within 10 days after the occurrence of an event requiring valuation (the "**Valuation Event**") in this Section 3.3(a)(v)(5), the fair value of such consideration will be determined within five Trading Days after the 10th day following such Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company. For the avoidance of doubt, in the event of a transaction

provided in this Section 3.3(a)(v)(5), the calculation of the consideration per share for the Secondary Securities shall be as provided in Section 3.3(a)(v)(2) and/or (3), as applicable.

(6) Record Date. If the Company takes a record of the holders of shares of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase shares of Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase (as the case may be); provided, however, that, if the Company shall at any time set a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in shares of Common Stock, Options or in Convertible Securities or to subscribe for or purchase shares of Common Stock, Options or in Convertible Securities and (A) such dividend is not fully paid or if such distribution is not fully made, or the subscription rights are not fully granted, on the date fixed therefor, the Fixed Conversion Price shall be adjusted pursuant to this Section 3.3(a)(v) as of the time of actual payment of such dividends or distributions or the effectiveness of such subscription rights or (B) the Company shall subsequently rescind or otherwise cancel or determine not to make such dividend or distribution or to grant such subscription rights, then any adjustment to the Fixed Conversion Price made pursuant to this Section 3.3(a)(v) with respect to the fixing of such record date shall be reversed and of no further force or effect as of the date of the Company's public announcement that it is rescinding or otherwise canceling or determining not making such dividend or distribution or the grant of such subscription rights.

(b) Fractional Shares. The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. If any adjustments to the Fixed Conversion Price under this Section 3.3 result in a fractional amount, the fractional amount shall be rounded down to the nearest whole cent.

(c) No Impairment. The Maker shall not, directly or indirectly, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Maker, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3.3 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Holder against impairment. In the event the Holder shall elect to convert this Note as provided herein, the Maker cannot refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, violation of an agreement to which the Holder is a party or for any reason whatsoever, unless, an injunction from a court on prior notice, enjoining conversion of this Note shall have issued, and the Maker posts a surety bond for the benefit of the Holder in an amount equal to 150% of the Principal of the Note which the Holder has elected to convert, which bond shall remain in

effect until the completion of litigation of the dispute and the proceeds of which shall be payable to the Holder (as liquidated damages) in the event it obtains judgment.

(d) Certificates as to Adjustments. Upon occurrence of each adjustment or readjustment of the Fixed Conversion Price or number of shares of Common Stock issuable upon conversion of this Note pursuant to this Section 3.3, the Maker at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to the Holder a certificate setting forth such adjustment and readjustment, showing in detail the facts upon which such adjustment or readjustment is based. The Maker shall, upon written request of the Holder, at any time, furnish or cause to be furnished to the Holder a like certificate setting forth such adjustments and readjustments, the applicable Fixed Conversion Price in effect at the time, and the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon the conversion of this Note. Notwithstanding the foregoing, the Maker shall not be obligated to deliver a certificate unless such certificate would reflect an increase or decrease of at least one percent of such adjusted amount.

(e) Issuance Taxes. The Maker shall pay any and all issuance and other taxes, excluding federal, state or local income taxes, that may be payable in respect of any issue or delivery of Common Stock on conversion of this Note pursuant thereto; provided, however, that the Maker shall not be obligated to pay any transfer taxes resulting from any transfer requested by the Holder in connection with any such conversion.

(f) Reservation of Common Stock. The Maker shall at all times while this Note shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock equal to the Required Minimum of Common Stock (disregarding for this purpose any and all limitations of any kind on such conversion including the Beneficial Ownership Limitation). The Maker shall, from time-to-time, increase the authorized number of shares of Common Stock or take other effective action if at any time the unissued number of authorized shares shall not be sufficient to satisfy the Maker's obligations under this Section 3.3(f).

(g) Regulatory Compliance. If any Common Stock to be reserved for the purpose of conversion of this Note requires registration or listing with or approval of any Governmental Authority, the Principal Market or other regulatory body under any federal or state law or regulation or otherwise before such shares may be validly issued or delivered upon conversion, the Maker shall, at its sole cost and expense, in good faith and as expeditiously as reasonably practicable, secure such registration, listing or approval, as the case may be.

3.4 Rights Upon Fundamental Transaction

(a) Assumption. The Company shall not enter into or be party to a Fundamental Transaction unless (i) the Person (which may be the Company) formed by, resulting from or surviving any Fundamental Transaction or the Person with which such Fundamental Transaction shall have been entered into (the "**Successor Entity**") assumes in writing all of the obligations of the Company under this Note and the other Transaction Documents in accordance with the provisions of this Section 3.4(a) pursuant to written agreements in form and substance satisfactory to the Holder and approved by the Holder prior to such Fundamental Transaction, including

agreements to deliver to the Holder in exchange for the Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to the Note, including, without limitation, having Principal and interest equal to the Principal then outstanding and any accrued and unpaid interest thereon (if any) of the Note held by the Holder, having similar conversion rights as the Note and having similar ranking and security to the Note, and satisfactory to the Holder and (ii) the Successor Entity (including its parent entity) is a publicly traded corporation whose common stock is quoted on or listed for trading on any eligible market listed in the definition of Trading Market in the Purchase Agreement. Upon the occurrence of any Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the "Company" or the "Maker" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of a Fundamental Transaction, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon conversion or prepayment of this Note at any time after the consummation of such Fundamental Transaction, in lieu of the shares of Common Stock issuable upon the conversion or prepayment of the Note prior to such Fundamental Transaction, such shares of the publicly traded common stock (or their equivalent) of the Successor Entity (including its parent entity) which the Holder would have been entitled to receive upon the happening of such Fundamental Transaction had this Note been converted immediately prior to such Fundamental Transaction (without regard to any limitations on the conversion of this Note), as adjusted in accordance with the provisions of this Note. Notwithstanding the foregoing, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 3.4(a) to permit the Fundamental Transaction without the assumption of this Note. The provisions of this Section 3.4(a) shall apply similarly and equally to successive Fundamental Transactions and shall be applied without regard to any limitations on the conversion of this Note.

(b) Other Corporate Events. In addition to and not in substitution for any other rights hereunder, prior to the consummation of any Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a "**Corporate Event**"), the Company shall make appropriate provision to ensure that the Holder will thereafter have the right to receive upon a conversion of this Note, at the Holder's option, (i) in addition to the Conversion Shares such conversion, such securities or other assets to which the Holder would have been entitled with respect to such shares of Common Stock had such shares of Common Stock been held by the Holder upon the consummation of such Corporate Event (without taking into account any limitations or restrictions on the convertibility of this Note) or (ii) in lieu of the Conversion Shares, such securities or other assets received by the holders of shares of Common Stock in connection with the consummation of such Corporate Event in such amounts as the Holder would have been entitled to receive had this Note initially been issued with conversion rights for the form of such consideration (as opposed to shares of Common Stock) at a conversion price for such consideration commensurate with the Conversion Price. Provision made pursuant to the preceding sentence shall be in a form and substance satisfactory to the Holder. The provisions of this Section 3.4(b) shall apply similarly and equally to successive Corporate Events and shall be applied without regard to any limitations on the conversion or prepayment of this Note.

(c) Prepayment Following a Change of Control. No later than 15 days following the entry by the Company into an agreement for a Change of Control but in no event prior to the public announcement of such Change of Control, the Maker shall deliver written notice describing the entry into such agreement ("**Notice of Change of Control**") to the Holder. Within 15 days after receipt of a Notice of Change of Control, the Holder may require the Maker to prepay, effective immediately prior to the consummation of such Change of Control, an amount equal to 100% of the sum of (x) the outstanding Principal of this Note and (y) and any accrued and unpaid interest thereon and other sums due (if any) (the "**COC Repayment Price**"), by delivering written notice thereof ("**Notice of Prepayment at Option of Holder Upon Change of Control**") to the Maker.

(d) Payment of COC Repayment Price. Upon the Maker's receipt of a Notice(s) of Prepayment at Option of Holder Upon Change of Control from the Holder, the Maker shall deliver the COC Repayment Price to the Holder immediately prior to the consummation of the Change of Control.

3.5 Inability to Fully Convert.

(a) The Holder's Option if the Maker Cannot Fully Convert. If, upon the Maker's receipt of a Conversion Notice or as otherwise required under this Note, the Maker cannot issue Common Stock for any reason (other than the provisions of Section 3.2(e) or other conversion limitation set forth herein), including, without limitation, because the Maker (x) does not have a sufficient number of shares of Common Stock authorized and available, (y) is precluded from issuing Conversion Shares due to the Maximum Percentage or the failure to obtain Shareholder Approval in accordance with the Rules of the Principal Market, or (z) is otherwise prohibited by applicable Law including the rules or regulations of the Principal Market or other self-regulatory organization with jurisdiction over the Maker or any of its securities from issuing all of the shares of Common Stock which are to be issued to the Holder pursuant to this Note, then the Maker shall issue as many shares of Common Stock as it is able to issue and, with respect to the unconverted portion of this Note or with respect to any Common Stock not timely issued in accordance with this Note, the Holder, solely at Holder's option, can elect to:

(i) require the Maker to prepay that portion of this Note for which the Maker is unable to issue Common Stock or for which Common Stock were not timely issued (the "**Mandatory Prepayment**") at a price equal to the number of shares of Common Stock that the Maker is unable to issue multiplied by the higher of (A) the Fixed Conversion Price and (B) the VWAP as of the date of the Conversion Notice (the "**Mandatory Prepayment Price**");

(ii) void its Conversion Notice and retain or have returned, as the case may be, this Note that was to be converted pursuant to the Conversion Notice (provided that the Holder's voiding its Conversion Notice shall not affect the Maker's obligations to make any payments which have accrued prior to the date of such notice); or

(iii) defer issuance of the applicable Conversion Shares until such time as the Maker can legally issue such shares; provided that the Principal and any accrued and unpaid

interest thereon (if any) underlying such Conversion Shares shall remain outstanding until the delivery of such Conversion Shares; and provided, further, that if the Holder elects to defer the issuance of the Conversion Shares, it may exercise its rights under clause (i) above at any time prior to the issuance of the Conversion Shares upon one Trading Day's notice to the Maker.

(b) Mechanics of Fulfilling Holder's Election. The Maker shall immediately send to the Holder, upon receipt of a Conversion Notice from the Holder, which cannot be fully satisfied as described in Section 3.5(a) above, a notice of the Maker's inability to fully satisfy the Conversion Notice (the "**Inability to Fully Convert Notice**"). Such Inability to Fully Convert Notice shall indicate (i) the reason why the Maker is unable to fully satisfy the Holder's Conversion Notice; and (ii) the amount of this Note which cannot be converted. The Holder shall notify the Maker of its election pursuant to Section 3.5(a) above by delivering written notice to the Maker ("**Notice in Response to Inability to Convert**").

(c) Payment of Mandatory Prepayment Price. If the Holder shall elect to have this Note prepaid pursuant to Section 3.5(a)(i) above, the Maker shall pay the Mandatory Prepayment Price to the Holder within two Trading Days of the Maker's receipt of the Holder's Notice in Response to Inability to Convert; provided that prior to the Maker's receipt of the Holder's Notice in Response to Inability to Convert the Maker has not delivered a notice to the Holder stating, to the satisfaction of the Holder, that the event or condition resulting in the Mandatory Prepayment has been cured and all Conversion Shares issuable to the Holder can and will be delivered to the Holder in accordance with the terms of this Note. If the Maker shall fail to pay the applicable Mandatory Prepayment Price to the Holder on the date that is two Trading Days following the Maker's receipt of the Holder's Notice in Response to Inability to Convert, in addition to any remedy the Holder may have under this Note and the Purchase Agreement, such unpaid amount shall bear interest at the rate of 2% per month (prorated for partial months) until paid in full. Until the full Mandatory Prepayment Price is paid in full to the Holder, the Holder may (i) void the Mandatory Prepayment with respect to that portion of the Note for which the full Mandatory Prepayment Price has not been paid and (ii) receive back such Note.

(d) Purchase Rights. If at any time the Company grants, issues or sells any Options, other Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to all or substantially all of the record holders of Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the convertibility of this Note and assuming for such purpose that the Note was converted at the Applicable Conversion Price as of the applicable record date) immediately prior to the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to the extent of the Maximum Percentage (and shall not be entitled to beneficial ownership of such shares of Common Stock as a result of such Purchase Right to the extent of any such

excess) and such Purchase Right to such extent shall be held in abeyance (and, if such Purchase Right has an expiration date, maturity date or other similar provision, such term shall be extended by such number of days held in abeyance, if applicable) for the benefit of the Holder until such time or times, if ever, as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right held similarly in abeyance (and, if such Purchase Right has an expiration date, maturity date or other similar provision, such term shall be extended by such number of days held in abeyance, if applicable)) to the same extent as if there had been no such limitation.

(e) No Rights as Shareholder. Nothing contained in this Note shall be construed as conferring upon the Holder, prior to the conversion of this Note, the right to vote or to receive dividends or to consent or to receive notice as a shareholder of the Company in respect of any meeting of shareholders for the election of directors of the Maker or of any other matter, or any other rights as a shareholder of the Maker.

ARTICLE 4

4.1 Covenants. For so long as any Principal, interest and other sums, if any, due under this Note remain outstanding, unless the Holder has otherwise given prior written consent, the Company shall be bound by the following covenants:

(a) Rank. All payments due under this Note shall rank senior to all other Indebtedness except Permitted Indebtedness of the Company and its Subsidiaries, except this Note and the Other Notes issued under the Purchase Agreement shall rank pari passu. For the avoidance of doubt, the Company shall not create secured Indebtedness which rank senior to this Note and the Other Notes without the prior written consent of the Holder.

(b) Incurrence of Indebtedness. The Company shall not, and the Company shall cause each of its Subsidiaries to not, directly or indirectly, incur or guarantee or assume any Indebtedness, other than Permitted Indebtedness.

(c) Existence of Liens. The Company shall not, and the Company shall cause each of its Subsidiaries to not, directly or indirectly, allow or suffer to exist any mortgage, lien, pledge, charge, security interest, deed of trust, or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by the Company or any of its Subsidiaries (collectively, "**Liens**") other than Permitted Liens, it being understood that the Lien created under the Security Agreement shall extend to secure so this Note and the Other Notes shall have priority over any intervening Liens created by Permitted Indebtedness.

(d) Restricted Payments. Except as otherwise provided for in this Note or the other Transaction Documents, the Company shall not, and the Company shall cause each of its Subsidiaries to not, directly or indirectly, prepay, defease, repurchase, repay or make any payments in respect of, by the payment of cash or cash equivalents (in whole or in part, whether by way of open market purchases, tender offers, private transactions or otherwise), all or any portion of any

Indebtedness (other than this Note and the Other Notes) whether by way of payment in respect of Principal of (or premium, if any) or interest on, and other sums due under such Indebtedness if at the time such payment is due or is otherwise made or, after giving effect to such payment, (i) an event constituting an Event of Default has occurred and is continuing or (ii) an event that with the passage of time and without being cured would constitute an Event of Default has occurred and is continuing.

(e) Restriction on Prepayment and Cash Dividends. At any time that an Event of Default exists and is continuing under this Note, the Company shall not, and the Company shall cause each of its Subsidiaries to not, directly or indirectly, prepay other Indebtedness, repurchase any capital stock or declare or pay any cash dividend or other distribution on any of its capital stock excluding any intercompany transfers, without the written consent of the Holder.

(f) Restriction on Transfer of Assets. The Company shall not, and the Company shall cause each of its Subsidiaries to not, directly or indirectly, sell, lease, license, assign, transfer, spin-off, split-off, convey or otherwise dispose of any assets or rights of the Company or any Subsidiary owned or hereafter acquired whether in a single transaction or a series of related transactions, other than (i) sales, leases, licenses, assignments, transfers, conveyances and other dispositions of such assets or rights by the Company and its Subsidiaries in the ordinary course of business consistent with its past practice, (ii) sales of inventory and products in the ordinary course of business, and (iii) sales of unwanted or obsolete assets.

(g) Preservation of Existence, Etc. The Company shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business 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 a Material Adverse Effect (as defined in the Purchase Agreement).

(h) Maintenance of Properties, Etc. The Company shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder.

(i) Maintenance of Intellectual Property. The Company will, and will cause each of its Subsidiaries to, take all action necessary or advisable to maintain all of the rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, original works of authorship, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor of the Company and/or any of its Subsidiaries, in each case that are necessary or material to the conduct of its business in full force and effect.

(j) Maintenance of Insurance. The Company shall maintain, and cause each of

its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally by companies in similar businesses similarly situated. Within 30 days of the Original Issuance Date, the Company shall have in effect a directors and officers liability insurance policy in an amount at least equal to $2,000,000, and maintain such insurance policy at all times.

(k) Transactions with Affiliates. The Company shall not, nor shall it permit any of its Subsidiaries to, enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof.

(l) Dividends. The Company shall not, nor shall it permit any of its Subsidiaries to, pay dividends and other distributions.

(m) Use of Proceeds. The Maker shall use the proceeds of this Note as set forth in the Purchase Agreement.

(n) Operation of Business. The Company shall operate its business in the ordinary course consistent with past practices.

(o) Compliance with Transaction Documents. The Maker shall, and shall cause its Subsidiaries to, comply with its obligations under this Note and the other Transaction Documents.

(p) Payment of Taxes, Etc. The Maker shall, and shall cause each of its Subsidiaries to, promptly pay and discharge, or cause to be paid and discharged, when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, property or business of the Maker and the Subsidiaries, except for such failures to pay that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if the Maker or such Subsidiaries shall have set aside on its books adequate reserves with respect thereto, and provided, further, that the Maker and such Subsidiaries will pay all such taxes, assessments, charges or levies forthwith upon the commencement of proceedings to foreclose any lien which may have attached as security therefor.

(q) Variable Rate Transactions. The Company shall not enter into any Variable Rate Transactions, except pursuant to the Securities Purchase Agreement dated May 6, 2025 between the Company and C/M Capital Master Fund, LP or pursuant to an at-the-market offering.

4.2 Option of the Holder. In connection with the number of Trading Days referred to in this Note, the Holder shall have the option to add to such number the number of Trading Days for which a temporary "chill" has been in effect as specified in the Purchase Agreement. This Section 4.2 and any election by the Holder shall not be deemed to modify the Events of Default.

4.3 Subsidiary Guaranty. If the Company organizes or acquires a new Subsidiary (as defined in the Security Agreement) that is organized or incorporated in the United States, the Company shall pledge the equity interests of such Subsidiary to secure this Note no later than 15 Trading Days of such organization or acquisition and become a party to the Security Agreement and the Pledge Agreement (as defined in the Security Agreement) (including the delivery of the pledged securities) within such period. If the Company organizes or acquires a new Subsidiary (as defined in the Security Agreement), the Company shall cause the new Subsidiary to guarantee this Note pursuant to and become a party to the Guarantee Agreement (as defined in the Security Agreement) acceptable to the Holder no later than 10 Trading Days of such organization or acquisition.

ARTICLE 5

5.1 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 date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 5.1 prior to 5:00 p.m. (New York, N.Y. time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 5.1 on a day that is not a Trading Day or later than 5:00 p.m. (New York, N.Y. time) on any date and earlier than 11:59 p.m. (New York, N.Y. time) on such date, (c) the Trading Day following the date of delivery to a carrier , if sent by U.S. nationally recognized overnight courier service next Trading Day delivery, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses for notice shall be as set forth in the Purchase Agreement.

5.2 Governing Law. This Note shall be governed by and construed in accordance with the Purchase Agreement. This Note shall not be interpreted or construed with any presumption against the party causing this Note to be drafted.

5.3 Headings. Article and Section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose.

5.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not,

except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach would be inadequate. Therefore, the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of pleading and proving irreparable harm or lack of an adequate remedy at law and without any bond or other security being required.

5.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of the Holder in enforcing or exercising its rights under this Note, including, without limitation, reasonable attorneys' fees and expenses and the fees and expenses of any expert witnesses.

5.6 Binding Effect. The obligations of the Maker set forth herein shall be binding upon its successors and assigns, whether or not such successors or assigns are permitted by the terms herein.

5.7 Amendments; Waivers. Except for Section 3.2(e), which may not be amended, modified or waived by the Company or the Holder except as expressly set forth therein, no provision of this Note may be waived or amended except in a written instrument signed by the Company and the Holder. No waiver of any default with respect to any provision, condition or requirement of this Note 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 the Holder to exercise any right hereunder in any manner impair the exercise of any such right.

5.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note in violation of applicable securities laws. This Note and any Note issued in substitution or replacement therefor shall be stamped or imprinted with a legend in substantially the form as the legend on the face of this Note.

5.9 Exclusive Jurisdiction; Venue. Any action, proceeding or claim arising out of, or relating in any way to, this Agreement shall be brought and enforced as provided in the Purchase Agreement.

5.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

5.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and

notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals of extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, **and do hereby waive the right to a trial by jury**.

5.12 Definitions. Capitalized words and phrases used herein and not defined shall have the meanings set forth in the Purchase Agreement. For the purposes hereof, the following words and terms shall have the following meanings.

(a) "**Adjustment Right**" means any right granted with respect to any securities issued in connection with, or with respect to, any issuance or sale (or deemed issuance or sale in accordance with Section 3.3(a)(v) of Common Stock (other than rights of the type described in Section 3.4) that could result in a decrease in the net consideration received by the Company in connection with, or with respect to, such securities (including, without limitation, any cash settlement rights, cash adjustment or other similar rights)

(b) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(c) "**Alternative Conversion Price**" means the lower of (i) the Conversion Price, as adjusted, or (ii) 80% of the lowest traded price of the Common Stock in the 10 Trading Days immediately preceding the applicable Conversion Date, provided, however, that if any Alternative Conversion Price under this definition results in a fractional amount, the fractional amount shall be rounded down to the nearest whole cent.

(d) "**Applicable Conversion Price**" has the meaning contained in Section 3.1(c).

(e) "**Applicable Price**" has he meaning contained in Section 3.3(a)(v).

(f) "**Attribution Parties**" means, collectively, the following Persons and entities: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Original Issuance Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of the Company's Common Stock would or could be aggregated with the Holder's and the other Attribution Parties for purposes of Section 13(d) of the Exchange Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage.

(g) "**Buy-In**" has the meaning contained in Section 3.2(c)

(h) "**Buy-In Price**" has the meaning contained in Section 3.2(c)

(i) "**Buy-In Payment Amount**" has the meaning contained in Section 3.2(c)

(j) "**Change of Control**" means any Fundamental Transaction other than (i) any merger of the Company or any of its, direct or indirect, wholly-owned Subsidiaries with or into any of the foregoing Persons, (ii) any reorganization, recapitalization or reclassification of the shares of Common Stock in which holders of the Company's voting power immediately prior to such reorganization, recapitalization or reclassification continue after such reorganization, recapitalization or reclassification to hold publicly traded securities and, directly or indirectly, are, in all material respects, the holders of the voting power of the surviving entity (or entities with the authority or voting power to elect the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities) after such reorganization, recapitalization or reclassification, or (iii) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Company or any of its Subsidiaries.

(k) "**COC Repayment Price**" has the meaning contained in Section 3.4(c).

(l) "**Common Stock**" shall have the meaning as defined in the Purchase Agreement, and for the purposes of this Note, shall also refer to Conversion Shares unless otherwise apparent from the context.

(m) "**Company**" has the meaning contained on page 1 of this Note.

(n) "**Conversion Amount**" has the meaning contained in Section 3.1(a).

(o) "**Conversion Date**" has the meaning contained in Section 3.1(a).

(p) "**Conversion Failure**" has the meaning contained in Section 3.2(c).

(q) "**Conversion Notice**" has the meaning contained in Section 3.1(a).

(r) "**Conversion Price**" has the meaning contained in Section 3.1(b).

(s) "**Conversion Shares**" has the meaning contained in Section 3.2(a). In this Note, the use of Common Stock shall also refer to Conversion Shares and vice versa, unless otherwise apparent from the context.

(t) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(u) "**Corporate Event**" has the meaning contained in Section 3.4(b).

(v) "**Default Interest**" has the meaning contained in Section 1.2

(w) "**Default Interest Payment Date**" has the meaning contained in Section 1.2.

(x) "**Dilutive Issuance**" has the meaning contained in Section 3.3(a)(v).

(y) "**Dilutive Issuance Price**" has the meaning contained in Section 3.3(a)(v).

(z) "**DTC**" has the meaning contained in Section 3.2(a).

(aa) "**Equity Conditions**" means, as of any given date of determination, all of the following have been met: (a) the Company has complied with all of the conversion and other provisions of this Note; (b) the Company shall be current in filing required reports with the SEC and there is no pending extension under Rule 12b-25 of the Exchange Act; (c) this Note shall not be in default and an Event of Default shall not have otherwise occurred; (d) the Common Stock has not been subject to a trading suspension by the SEC or the Principal Market or been delisted by the Principal Market nor shall delisting or suspension by the Principal Market have been threatened or reasonably likely to occur or pending as evidenced by a writing issued by the Principal Market, nor shall the Company have received notice from its Principal Market of delisting or non-compliance with the rules, regulations and continued listing standards thereof even if the event(s) in this notice is subject to cure; (e) the Company's Common Stock must be DWAC Eligible; (f) the Common Stock shall have not been subject to a "chill" or similar event imposed by DTC; (g) the Company has met each delivery deadline in connection with prior conversions of this Note; (h) the Company has complied with all Transaction Documents in all material respects; (i) the Company shall not have engaged in the sale of any securities under Section 3(a)(10) of the Securities Act; (j) no Purchaser shall be in possession of any material, non-public information provided to any of them by the Company, any of its Subsidiaries or any of their respective affiliates, employees, officers, representatives, agents or attorneys (except, with respect to the Closing hereunder, where such material, non-public information that will be disclosed to the public no later than 9:00 a.m. on the Trading Day immediately following the date of such Closing); (k) the Resale Registration Statement covering the Underlying Shares has been filed and declared effective and the prospectus contained in such Resale Registration Statement complies with Sections 5(b) and 10 of the Securities Act (and the Company shall have no knowledge of any fact that would reasonably be expected to cause such prospectus thereunder to not be true and correct or to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading); (l) any Conversion Shares to be issued in connection with the event requiring determination may be issued in full without violating the Rules of the Principal Market; (m) the Company has available shares of Common Stock as necessary to issue all Conversion Shares; (n) no bona fide material dispute shall exist, by and between any of the Holder or other holder of the Notes and the Company, the Principal Market and/or the Financial Industry Regulatory Authority with respect to any term or provision of any Note or any other Transaction Document; and (o) the Company shall be in compliance in all material respects with all SEC Laws and all listing requirements of the Principal Market.

(bb) "**Event Market Price**" has the meaning contained in Section 3.3(a)(i).

(cc) "**Event of Default**" has the meaning contained in Section 2.1. **(dd)** "**Excess Shares**" has the meaning contained in Section 3.2(e).

(ee) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(ff) "**FAST**" has the meaning contained in Section 3.2(a).

(gg) "**Fixed Conversion Price**" has the meaning contained in Section 3.1(b) **(hh)** "**Floor Price**" means $1.50.

(ii) "**Force Majure**" shall mean strikes, labor disputes, freight embargoes, interruption or failure in the Internet, telephone or other telecommunications service or related equipment, material interruption in the mail service or other means of communication within the United States, if either party shall have sustained a material or substantial loss by fire, flood, accident, hurricane, tornado, earthquake, theft, sabotage, or other calamity or malicious act, whether or not such loss shall have been insured, acts of God, outbreak or material escalation of hostilities or civil disturbances, national emergency or war (whether or not declared), or other calamity or crises including a terrorist act or acts affecting the United States, future laws, rules, regulations or acts of any Governmental Authority (including any lockdowns or orders arising from any pandemic), or any cause beyond the reasonable control of the Company.

(jj) "**Fundamental Transaction**" means (A) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Persons, or (iii) make, or allow one or more Persons to make, or allow the Company to be subject to or have its Common Stock be subject to or party to one or more Persons making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Common Stock, (y) 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all Persons making or party to, or Affiliated with any Person or group of Persons making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Common Stock such that all Persons making or party to, or Affiliated with any Person making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Common Stock, or (iv) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Persons whereby all such Persons, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Common Stock, (y) at least 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all the Persons making or party to, or Affiliated with any Person making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number

of shares of Common Stock such that the Persons become collectively the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of at least 50% of the outstanding shares of Common Stock, or (v) reorganize, recapitalize or reclassify its Common Stock, (B) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, allow any Person individually or the Persons in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Common Stock, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock not held by all such Persons as of the date of this Note calculated as if any shares of Common Stock held by all such Persons were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Common Stock or other equity securities of the Company sufficient to allow such Persons to effect a statutory short form merger or other transaction requiring other shareholders of the Company to surrender their shares of Common Stock without approval of the shareholders of the Company or (C) directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction..

(kk) "**Governmental Authority**" means the government of the United States, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(ll) "**Group**" means a "group" as that term is used in Section 13(d) of the Exchange Act and as defined in Rule 13d-5 thereunder.

(mm) "**Holder**" has the meaning contained on page 1 of this Note.

(nn) "**Holders**" means the Holder and the holders of the Other Notes issued pursuant to the Purchase Agreement.

(oo) "**Inability to Fully Convert Notice**" has the meaning contained in Section 3.5(b).

(pp) "**Indebtedness**" shall have the meaning contained in the Purchase Agreement.

(qq) "**Liens**" has the meaning contained in Section 4.1(c).

(rr) "**Liquidation Event**" has the meaning contained in Section 1.10.

(ss) "**Maker**" has the meaning contained on page 1 of this Note.

(tt) "**Mandatory Default Amount**" means an amount equal to 100% of the sum of (x) the outstanding Principal of this Note on the date on which the first Event of Default has occurred hereunder and (y) any accrued and unpaid interest thereon, and (z) any other sums due under this Note, if any.

(uu) "**Mandatory Prepayment**" and "**Mandatory Prepayment Price**" have the meaning contained in Section 3.5(a)(i).

(vv) "**Market Price**" means the average of the two lowest closing bid prices of the Common Stock on the Principal Market for the 10 consecutive Trading Days ending on the Trading Day that is immediately prior to the applicable date of determination.

(ww) "**Maturity Date**" has the meaning contained on page 1 of this Note. **(xx)** "**Maximum Percentage**" has the meaning

contained in Section 3.2(e).

(yy) "**Note**" has the meaning contained on page 1 of this Note.

(zz) "**Notes**" means this Note and the Other Note.

(aaa) "**Notice in Response to Inability to Convert**" has the meaning contained in Section 3.5(b).

(bbb) "**Notice of Change of Control**" has the meaning contained in Section 3.4(c).

(ccc) "**Notice of Prepayment at Option of Holder Upon Change of Control**" has the meaning contained in Section 3.4(c).

(ddd) "**Other Notes**" means the Notes (as defined in the Purchase Agreement) that were issued to the other Investors pursuant to the Purchase Agreement.

(eee) "**Permitted Indebtedness**" means the (i) Indebtedness evidenced by the Notes, (

(fff) "**Permitted Liens**" means (i) Liens under the Transaction Documents, (ii) any lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (iii) any statutory Lien arising in the ordinary course of business by operation of Law with respect to a liability that is not yet due or delinquent, (iv) any Lien created by operation of Law, such as materialmen's Liens, mechanics' Liens and other similar Liens, arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (iv) Liens arising from judgments, decrees or attachments

in circumstances not constituting an Event of Default under this Note, (vii) Liens in connection with any Permitted Indebtedness, and (viii) Permitted Liens as such term is defined in the Purchase Agreement.

(ggg) "**Pricing Period**" means the 10 Trading Days following the cure of an Event of Default as permitted by this Note.

(hhh) "**Primary Security**" has the meaning contained in Section 3.3(a)(v)(5).

(iii) "**Principal**" has the meaning contained on page 1 of this Note.

(jjj) "**Principal Market**" shall have the meaning contained in the Purchase Agreement.

(kkk) "**Purchase Agreement**" has the meaning contained in Section 1.1.

(lll) "**Purchase Rights**" has the meaning contained in Section 3.5(d).

(mmm) "**Reported Outstanding Share Number**" has the meaning contained in Section 3.2 (e).

(nnn) "**Required Minimum**" shall have the meaning contained in the Purchase Agreement.

(ooo) "**SEC**" means the United States Securities and Exchange Commission or the successor thereto.

(ppp) "**Secondary Securities**" has the meaning contained in Section 3.3(a)(v)(5).

(qqq) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(rrr) "**Security Agreement**" has the meaning contained in the third paragraph on page 1.

(sss) "**Share Delivery Date**" has the meaning contained in Section 3.2(a).

(ttt) "**Shareholder Approval**" shall have the meaning contained in the Purchase Agreement.

(uuu) "**Standard Settlement Period**" has the meaning contained in Section 2.1(f).

(vvv) "**Subsidiary**" shall have the meaning contained in the Purchase Agreement. **(www)** "**Successor Entity**" has the meaning contained in Section 3.4(a).

(xxx) "**Trading Day**" means a day on which the shares of Common Stock are traded on a Trading Market for at least 4.5 hours.

(yyy) "**Trading Market**" has the meaning contained in the Purchase Agreement.

(zzz) "**Transaction Documents**" has the meaning contained in the Purchase Agreement.

(aaaa) "**Transfer Agent**" has the meaning contained in Section 3.2 (a).

(bbbb) "**Variable Rate Transactions**" has the meaning contained in the Purchase Agreement.

(cccc) "**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on the Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York, N.Y. time) to 4:02 p.m. (New York, N.Y. time)), (b) if the Common Stock is traded on OTCQB or OTCQX, the volume weighted average sales price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock is then reported in the "Pink Open Market" or successor operated by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent broker-dealer selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(dddd) $ means United States dollars.

[Signature Page Follows]

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed by its duly authorized officer as of the date first above indicated.

Amaze Holdings, Inc.

By: _____
Name: Aaron Day
Title: Chief Executive Officer

Signature Page to Note

EXHIBIT A

FORM OF CONVERSION NOTICE

(To be Executed by the Holder in order to Convert the Note)

The undersigned hereby irrevocably elects to convert $_____ of the Principal of the Note into shares of Common Stock of Amaze Holdings, Inc. (the "**Maker**") according to the terms and conditions set forth in the aforementioned Note, as of the date written below.

Date of Conversion:

Conversion Amount:

Applicable Conversion Price:

Number of shares of Common Stock beneficially owned or deemed beneficially owned by the Holder on the Conversion Date:

Number of shares of Common Stock to be issued:

[HOLDER]

By:_____
Name:
Title:
Address:

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 11, 2025, between Amaze Holdings, Inc., a Nevada corporation (the "Company"), with corporate headquarters at 2901 West Coast Hwy, Suite 200, Newport Beach, CA 92663 (the Company, each Subsidiary and each other Person who becomes a party to this Agreement by execution of a joinder in the form of Exhibit A attached hereto, which shall include Subsidiaries (as defined below) of the Company formed or acquired after the date hereof are hereinafter sometimes referred to individually as a "Debtor" and, collectively, as the "Debtors") and Collateral Agent for the benefit of itself and each of the Investors (as defined in the Securities Purchase Agreement ("Purchase Agreement")) (together with their respective successors and assigns, each a "Secured Party" and collectively, the "Secured Parties").

WHEREAS, the Secured Parties are purchasing from the Company senior secured notes (as defined in the Purchase Agreement) in an original aggregate principal amount of $4,143,234.25 (all such notes, together with any promissory notes or other securities issued in exchange or substitution therefor or replacement thereof, and as any of the same may be amended, supplemented, restated, or modified and in effect from time to time, the "Notes").

WHEREAS, the Notes are being acquired by the Secured Parties, and the Secured Parties have made certain financial accommodations to the Company pursuant to the Purchase Agreement, dated as of the date of this Agreement, by and among the Company and the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified from time-to-time, the "Purchase Agreement"). Capitalized words and terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement;

WHEREAS, each Debtor will derive substantial direct or indirect benefit and advantage from the financial accommodations to the Company set forth in the Purchase Agreement and the Notes, and it will be to each such Debtor's direct or indirect interest and economic benefit to assist the Company in procuring said financial accommodations from the Secured Parties;

WHEREAS, to induce the Secured Parties to enter into the Purchase Agreement and purchase the Notes, and thereby make the investment in the Company more secure, (i) each Debtor (other than the Company) will guarantee the Obligations (as hereinafter defined) of the Company pursuant to the terms of one or more guaranties by each such Debtor in favor of the Secured Parties (such guaranties, as amended , restated, modified or supplemented and in effect from time-to-time, individually, a "Subsidiary Guaranty", and collectively, the "Subsidiary Guaranties") and (ii) each Debtor will pledge and grant a security interest in all of its right, title and interest in and to the Collateral (as hereinafter defined) as security for its Obligations for the benefit of the Secured Parties.

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

Section 1. Definitions. Capitalized words and terms used herein without definition and defined in the Purchase Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" means any "account," as such term is defined in the UCC, and, in any event, shall include, without limitation, "supporting obligations" as defined in the UCC.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Collateral Agent" shall mean C/M Capital Master Fund, LP.

"Commercial Tort Claims" means "commercial tort claims", as such term is defined in the UCC.

"Contracts" means all contracts, undertakings, or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which a Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyrights" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule III attached hereto (if any), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Deposit Accounts" means all "deposit accounts" as such term is defined in the UCC, now or hereafter held in the name of a Debtor.

"Documents" means any "documents," as such term is defined in the UCC, and shall include, without limitation, all documents of title (as defined in the UCC), bills of lading or other receipts evidencing or representing Inventory or Equipment.

"Equipment" means any "equipment," as such term is defined in the UCC and, in any event, shall include, Motor Vehicles.

"Event of Default" shall have the meaning set forth in the Notes.

"Excluded Assets" means any lease, license or other agreement or any property subject to a capital lease, purchase money security interest or similar arrangement, to the extent that a grant of a Lien thereon in favor of the Collateral Agent would violate or invalidate such lease, license, agreement or capital lease, purchase money security interest or similar arrangement or create a right of termination in favor of any other

party thereto (other than the Debtors), so long as such provision exists and so long as such lease, license or agreement was not entered into in contemplation of circumventing the obligation to provide Collateral hereunder or in violation of the Purchase Agreement, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law including the bankruptcy code, or principles of equity.

"General Intangibles" means any "general intangibles," as such term is defined in the UCC, and, in any event, shall include, without limitation, all right, title and interest in or under any Contract, models, drawings, materials and records, claims, literary rights, goodwill, rights of performance, Copyrights, Trademarks, Patents, warranties, rights under insurance policies and rights of indemnification.

"Goods" means any "goods", as such term is defined in the UCC, including, without limitation, fixtures and embedded Software to the extent included in "goods" as defined in the UCC.

"Governmental Authority" has a meaning set for in the Purchase Agreement.

"Instruments" means any "instrument," as such term is defined in the UCC, and shall include, without limitation, promissory notes, drafts, bills of exchange, trade acceptances, letters of credit, letter of credit rights (as defined in the UCC), and Chattel Paper.

"Inventory" means any "inventory," as such term is defined in the UCC.

"Investment Property" means any "investment property", as such term is defined in the UCC.

"Liens" has the meaning set forth in the Purchase Agreement.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Obligations" means all obligations, liabilities, and indebtedness of every nature of the Debtors under the Transaction Documents, including, without limitation, the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable whether before or after the filing of a bankruptcy, insolvency or similar proceeding under applicable federal, state, foreign or other law and whether or not an allowed claim in any such proceeding.

"Patents" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule IV attached hereto (if any), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Permitted Indebtedness" has the meaning set forth in the Notes.

"Permitted Lien" has the meaning set forth in the Notes.

"Proceeds" means "proceeds," as such term is defined in the UCC and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority), and (c) any and all other amounts from time to time paid or payable under, in respect of or in connection with any of the Collateral.

"Representative" means any Person acting as agent, representative or trustee on behalf of the Collateral Agent from time-to-time.

"Software" means all "software" as such term is defined in the UCC, now owned or hereafter acquired by a Debtor, other than software embedded in any category of Goods, including, without limitation, all computer programs and all supporting information provided in connection with a transaction related to any program.

"Trademarks" means any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule V attached hereto (if any) and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Transaction Documents" has the meaning set forth in the Purchase Agreement..

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Nevada; provided, that to the extent that the Uniform Commercial Code is used to define any term herein and such term is defined differently in different Articles of the Uniform Commercial Code, the definition of such term contained in Article 9 shall govern.

Section 2. Representations, Warranties and Covenants of the Debtors. Each Debtor represents and warrants to, and covenants with, the Collateral Agent and each Secured Party as follows:

(a) Subject to the Permitted Liens, such Debtor has or will have (as applicable) rights in and the power to transfer the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof (subject, with respect to after acquired Collateral, to such Debtor acquiring the same) and no Lien other than a Permitted Lien exists upon such Collateral.

(b) Subject to the Permitted Liens, this Agreement is effective to create in favor of the Collateral Agent a valid security interest in and Lien upon all of such Debtor's right, title and interest in and to the Collateral, and upon (i) the filing of appropriate UCC financing statements in the jurisdictions listed on Schedule I attached hereto, (ii) filings in the United States Patent and Trademark Office, or United States Copyright Office with respect to Collateral that constitutes Patents and Trademarks, or Copyrights, as the case may be, (iii) the delivery to the Collateral Agent of the Pledged Collateral together with assignments in blank, and (iv) delivery to the Collateral Agent or its Representative of Instruments duly endorsed by such Debtor or accompanied by appropriate instruments of transfer duly executed by such Debtor with respect to Instruments not constituting Chattel Paper, such security interest will be a duly perfected first priority perfected security interest (subject to Permitted Indebtedness) in all the Collateral

(c) All of the Equipment, Inventory and Goods owned by such Debtor is located at the places as specified on Schedule I attached hereto. Except as disclosed on Schedule I, none of the Collateral is in the possession of any bailee, warehousemen, processor or consignee. Schedule I discloses such Debtor's name as of the date hereof as it appears in official filings in the state or province, as applicable, of its incorporation, formation or organization, the type of entity of such Debtor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by such Debtor's state of incorporation, formation or organization (or a statement that no such number has been issued), such Debtor's state or province, as applicable, of incorporation, formation or organization and the chief place of business, chief executive office and the office where such Debtor keeps its books and records and the states in which such Debtor conducts its business. Such Debtor has only one state or province, as applicable, of incorporation, formation or organization. Such Debtor does not do business and has not done business during the past five years under any trade name or fictitious business name except as disclosed on Schedule II attached hereto.

(d) No Copyrights, Patents or Trademarks listed on Schedules III, IV and V, respectively, if any, have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting. Each of such Copyrights, Patents and Trademarks (if any) is valid and enforceable. Subject to Permitted Liens, such Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Copyrights, Patents and Trademarks, identified on Schedules III, IV and V, as applicable, as being owned by such Debtor, free and clear of any liens (subject to the Permitted Lien), charges and encumbrances, including without limitation licenses, shop rights and covenants by such Debtor not to sue third persons. Such Debtor has adopted, used and is currently using, or has a current bona fide intention to use, all of such Trademarks and Copyrights. Such Debtor has no notice of any suits or actions commenced or threatened with reference to the Copyrights, Patents or Trademarks owned by it.

(e) Each Debtor agrees to deliver to the Collateral Agent an updated Schedule I, II, III, IV and/or V within five Trading Days of any change thereto,

(f) All depositary and other accounts including, without limitation, Deposit Accounts, securities accounts, brokerage accounts and other similar accounts, maintained by each Debtor are described on Schedule VI hereto, which description includes for each such account the name of the Debtor maintaining such account, the name, address and telephone and telecopy numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account. No Debtor shall open any new Deposit Accounts, securities accounts, brokerage accounts or other accounts unless such Debtor shall have given the Collateral Agent 10 Trading Days' prior written notice of its intention to open any such new accounts. Each Debtor shall deliver to the Collateral Agent a revised version of Schedule VI showing any changes thereto within five Trading Days of any such change. Each Debtor hereby authorizes the financial institutions at which such Debtor maintains an account to provide the Collateral Agent with such information with respect to such account as the Collateral Agent from time to time reasonably may request, and each Debtor hereby consents to such information being provided to the Collateral Agent. In addition, all of such Debtor's depositary, security, brokerage and other accounts including, without limitation, Deposit Accounts shall be subject to the provisions of Section 2 hereof.

(g) Such Debtor does not own any Commercial Tort Claim except for those disclosed on Schedule VII hereto (if any).

(h) Such Debtor does not have any interest in real property with respect to real property except as disclosed on Schedule VIII (if any). Each Debtor shall deliver to the Collateral Agent a revised version of Schedule VIII showing any changes thereto within 10 Trading Days of any such change thereto which, if omitted, would make such Schedule VIII materially misleading, taken as a whole.

(i) Each Debtor shall duly and properly record each interest in real property held by such Debtor.

(j) All Equipment (including, without limitation, Motor Vehicles) owned by a Debtor and subject to a certificate of title or ownership statute is described on Schedule IX hereto.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each Debtor hereby pledges and grants to the Collateral Agent, for the benefit of itself and each Secured Party, a Lien on and security interest in and to all of such Debtor's right, title and interest all of the properties and assets of such Debtor, whether now owned by such Debtor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located and of every kind, nature and description, whether tangible or intangible, including, but not limited to, the following (all being collectively referred to herein as "Collateral"):

(a) all Instruments, together with all payments thereon or thereunder:

(b) all Accounts;

(c) all Inventory;

(d) all General Intangibles (including payment intangibles (as defined in the UCC) and Software);

(e) all Equipment;

(f) all Documents;

(g) all Contracts;

(h) all Goods;

(i) all Investment Property, including without limitation all equity interests now owned or hereafter acquired by such Debtor;

(j) all Commercial Tort Claims specified on Schedule VII;

(k) all Trademarks, Patents and Copyrights and licenses related to such Trademarks, Patents and Copyrights; and

(l) all other tangible and intangible property of such Debtor, including, without limitation, all interests in real property, Proceeds, tort claims, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the property of such Debtor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon, insurance claims and all rights, claims and benefits against any Person relating thereto), other rights to payments not otherwise included in the foregoing, and all books, correspondence, files, records, invoices and other papers, including without limitation all tapes, cards, computer runs, computer programs, computer files and other papers, documents and records in the possession or under the control of such Debtor, or any computer bureau or service company from time to time acting for such Debtor.

Notwithstanding anything to the contrary contained herein or in any Transaction Document, in no event shall the security interest granted herein or therein attach to any Excluded Assets.

Section 4. Covenants; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, each Debtor hereby agrees as follows:

4.1 Delivery and Other Perfection; Maintenance, etc.

(a) Delivery of Instruments, Documents, Etc. Each Debtor shall deliver and pledge to the Collateral Agent or its Representative any and all Instruments, negotiable Documents, Chattel Paper and certificated securities (accompanied by stock powers executed in blank, which stock powers may be filled in and completed at any time upon the occurrence of any Event of Default) duly endorsed and/or accompanied by such instruments of assignment and transfer executed by such Debtor in such form and substance as the Collateral Agent or its Representative may request; provided, that so long as no Event of Default shall have occurred and be continuing, each Debtor may retain for collection in the ordinary course of business any Instruments, negotiable Documents and Chattel Paper received by such Debtor in the ordinary course of business, and the Collateral Agent or its Representative shall, promptly upon request of a Debtor, make appropriate arrangements for making any other Instruments, negotiable Documents and Chattel Paper pledged by such Debtor available to such Debtor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Collateral Agent or its Representative, against a trust receipt or like document). If a Debtor retains possession of any Chattel Paper, negotiable Documents or Instruments pursuant to the terms hereof, such Chattel Paper, negotiable Documents and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of C/M Capital Master Fund, LP, in its capacity as Collateral Agent for the benefit of the Secured Parties."

(b) Other Documents and Actions. Each Debtor shall, upon the reasonable request of the Collateral Agent, give, execute, deliver, file and/or record any financing statement, registration, notice, instrument, document, agreement or other papers that may be necessary to preserve, perfect, or validate the security interest granted pursuant hereto (or any security interest or mortgage contemplated or required hereunder) or to enable the Collateral Agent or its Representative to exercise and enforce the rights of the Secured Parties hereunder with respect to such pledge and security interest, provided that (i) notices to account debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause (e) below Notwithstanding the foregoing each Debtor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (and other similar filings or registrations under other applicable laws and regulations pertaining to the creation, attachment, or perfection of security interests) and amendments thereto that (a) indicate the Collateral (i) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether such Debtor is an organization, the type of organization and any organization identification number issued to such Debtor, and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. Each Debtor agrees to furnish any such information to the Collateral Agent promptly upon request. Each Debtor also ratifies its authorization for the Collateral Agent to have filed in any jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Books and Records. Each Debtor shall maintain at its own cost and expense complete and accurate books and records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Upon the occurrence and during the continuation of any Event of Default, each Debtor shall deliver and turn over any such books and records (or true and correct copies thereof) to the Collateral Agent or its Representative at any time on demand. Each Debtor shall permit the Collateral Agent or any Representative of the Collateral Agent to inspect such books and records at any time during reasonable business hours, and will provide photocopies thereof at such Debtor's expense to the Collateral Agent or its Representative upon reasonable request of the Collateral Agent or its Representative.

(d) Notice to Account Debtors; Verification. Upon the occurrence and during the continuance of any Event of Default, (i) upon request of the Collateral Agent or its Representative, each Debtor shall promptly notify (and each Debtor hereby authorizes the Collateral Agent and its Representative so to notify) each account debtor in respect of any Accounts or Instruments or other Persons obligated on the Collateral that such Collateral has been assigned to the Collateral Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Collateral Agent, and (ii) the Collateral Agent and its Representative shall have the right at any time or times to make direct verification with the account debtors or other Persons obligated on the Collateral of any and all of the Accounts or other such Collateral.

(e) Intellectual Property. Each Debtor represents and warrants that the Copyrights, Patents and Trademarks listed on Schedules III, IV and V, respectively (if any), constitute all of the registered Copyrights and all of the Patents and Trademarks now owned by such Debtor. If such Debtor shall (i) obtain rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) become entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Agreement above shall automatically apply thereto and such Debtor shall give to the Collateral Agent prompt written notice thereof. Each Debtor hereby authorizes the Collateral Agent to modify this Agreement by amending Schedules III, IV and V, as applicable, to include any such registered Copyrights or any such Patents and Trademarks. Each Debtor shall have the duty (i) to prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter, (ii) to preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of such Debtor and (iii) to ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of such Debtor. Any expenses incurred in connection with such Debtor's obligations under this Section 4.1(e) shall be borne by such Debtor. Except for any such items that a Debtor reasonably believes (using prudent industry customs and practices) are no longer necessary for the on-going operations of its business, no Debtor shall abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of the Collateral Agent.

(f) Further Identification of Collateral. Each Debtor will, when and as often as requested by the Collateral Agent or its Representative, furnish to the Collateral Agent or such Representative, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent or its Representative may reasonably request, all in reasonable detail.

(g) Investment Property. Each Debtor will take any and all actions required or requested by the Collateral Agent or its Representative, from time to time, to (i) cause the Collateral Agent to obtain exclusive control of any Investment Property owned by such Debtor in a manner acceptable to the Collateral Agent and (ii) obtain from any issuers of Investment Property and such other Persons written confirmation of the Collateral Agent's control over such Investment Property. For purposes of this Section 4.1(g), the Collateral Agent shall have exclusive control of Investment Property if (i) such Investment Property consists of certificated securities and a Debtor delivers such certificated securities to the Collateral Agent (with appropriate endorsements if such certificated securities are in registered form); (ii) such Investment Property consists of uncertificated securities and either (x) a Debtor delivers such uncertificated securities to the Collateral Agent or (y) the issuer thereof agrees, pursuant to documentation in form and substance satisfactory to the Collateral Agent, that it will comply with instructions originated by the Collateral Agent without further consent by such Debtor, and (iii) such Investment Property consists of security entitlements and either (x) the Collateral Agent becomes the entitlement holder thereof or (y) the appropriate securities intermediary agrees, pursuant to the documentation in form and substance satisfactory to the Collateral Agent, that it will comply with entitlement orders originated by the Collateral Agent without further consent by any Debtor.

(h) Commercial Tort Claims. Each Debtor shall promptly notify the Collateral Agent of any Commercial Tort Claim acquired by it and if requested by the Collateral Agent, such Debtor shall enter into a supplement to this Agreement granting to the Secured Parties a Lien on and security interest in such Commercial Tort Claim.

4.2 Other Liens. Other than Permitted Liens as defined in the Notes, Debtors will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Indebtedness, and will defend the right, title and interest of the Secured Parties in and to the Collateral and in and to all Proceeds thereof against the claims and demands of all Persons whatsoever.

4.3 Preservation of Rights. Whether or not any Event of Default has occurred or is continuing, the Collateral Agent and its Representative may, but shall not be required to, take any steps the Collateral Agent or its Representative deems necessary or appropriate to preserve any Collateral or any rights against third parties to any of the Collateral, including obtaining insurance for the Collateral at any time when such Debtor has failed to do so, and Debtors shall promptly pay, or reimburse the Collateral Agent for, all out of pocket expenses incurred in connection therewith.

4.4 Formation of Subsidiaries; Name Change; Location; Bailees.

(a) No Debtor shall form or acquire any subsidiary unless (i) such Debtor pledges all of the stock or equity interests of such subsidiary to the Secured Parties pursuant to an agreement in a form agreed to by the Collateral Agent, (ii) such subsidiary becomes a party to this Agreement and all other applicable Transaction Documents, and (iii) the formation or acquisition of such subsidiaries not prohibited by the terms of the Transaction Documents.

(b) No Debtor shall (i) reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof, or (ii) otherwise change its name, identity or corporate structure, in each case, without the prior written consent of the Collateral Agent, which consent shall not be unreasonably withheld. Each Debtor will notify the Collateral Agent promptly in writing prior to any such change in the proposed use by such Debtor of any tradename or fictitious business name other than any such name set forth on Schedule II attached hereto.

(c) Except for the sale of Inventory in the ordinary course of business and other sales of assets expressly permitted by the terms of the Transaction Documents, each Debtor will keep the Collateral at the locations specified in Schedule I. Each Debtor will give the Collateral Agent written notice within five (30) Trading Days after any change in such Debtor's chief place of business or of any new location for any of the Collateral.

(d) If any Collateral is at any time in the possession or control of any warehousemen, bailee, consignee or processor, such Debtor shall, upon the request of the Collateral Agent or its Representative, notify such warehousemen, bailee, consignee or processor of the Lien and security interest created hereby.

(e) Each Debtor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Collateral Agent and agrees that it will not do so without

the prior written consent of the Collateral Agent, subject to such Debtor's rights under Section 9-509(d)(2) to the UCC.

(f) Other than the Transaction Documents, no Debtor shall enter into any Contract that restricts or prohibits the grant to any Secured Party of a security interest in favor of the Collateral Agent in Accounts, Chattel Paper, Instruments or payment intangibles or the proceeds of the foregoing.

4.5 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing subject to Permitted Liens:

(a) each Debtor shall, at the request of the Collateral Agent or its Representative, assemble the Collateral and make it available to the Collateral Agent or its Representative at a place or places designated by the Collateral Agent or its Representative which are reasonably convenient to the Collateral Agent or its Representative, as applicable, and such Debtor;

(b) the Collateral Agent or its Representative may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not said UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to: (i), exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Collateral Agent were the sole and absolute owner thereof (and each Debtor agrees to take all such action as may be appropriate to give effect to such right) and (ii) the appointment of a receiver or receivers for all or any part of the Collateral or business of a Debtor, whether such receivership be incident to a proposed sale or sales of such Collateral or otherwise and without regard to the value of the Collateral or the solvency of any person or persons liable for the payment of the Obligations secured by such Collateral. Each Debtor hereby consents to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of the Collateral Agent or any Secured Party under this Agreement. Each Debtor hereby expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver;

(d) the Collateral Agent or its Representative in its discretion may, in the name of the Collateral Agent or in the name of a Debtor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(e) the Collateral Agent or its Representative may take immediate possession and occupancy of any premises owned, used or leased by a Debtor and exercise all other rights and remedies which may be available to the Collateral Agent or a Secured Party;

(f) the Collateral Agent may, upon reasonable notice (such reasonable notice to be determined by the Collateral Agent in its sole and absolute discretion, which shall not be less than 10 days), with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Collateral Agent or its Representative, sell, lease, license, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Collateral Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Collateral Agent or anyone else may be the purchaser, lessee, licensee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Debtors, any such demand, notice and right or equity being hereby expressly waived and released. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned;

(g) the Collateral Agent, shall, have the right (in its sole and absolute discretion) to cause each of the pledged securities to be transferred of record into the name of the Collateral Agent or into the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Debtor, endorsed or assigned in blank or in favor of the Collateral Agent and to the extent permitted by the documentation governing such pledged securities and applicable law, the Collateral Agent shall have the right to exchange the certificates representing pledged securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement. Each Debtor shall take any and all actions requested by the Collateral Agent to facilitate compliance with this Section 4.5(g);

(h) all rights of any Debtor to dividends, interest, principal or other distributions that such Debtor is entitled to receive shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions as part of the pledged Collateral hereunder. All dividends, interest, principal or other distributions received by any Debtor contrary to the provisions of Section 4.5(g) or this Section 4.5(h) shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement requested by the Collateral Agent); and

(i) the rights, remedies and powers conferred by this Section 4.5 are in addition to, and not in substitution for, any other rights, remedies or powers that the Collateral Agent or any Secured Party may have under any Transaction Document, at law, in equity or by or under the UCC or any other statute or agreement. The Collateral Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Collateral Agent will be exclusive of or dependent on any other. The Collateral Agent may exercise any of its rights, remedies or powers separately or in combination at any time.

The proceeds of each collection, sale or other disposition under this Section 4.5 shall be applied in accordance with Section 4.9 hereof.

4.6 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Debtors shall remain jointly and severally liable for any deficiency.

4.7 Private Sale. Each Debtor recognizes that the Collateral Agent may be unable to effect a public sale of any or all of the Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Act"), and applicable state securities laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Collateral for their own account for investment and not with a view to the distribution or resale thereof. Each Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and each Debtor agrees that it is not commercially unreasonable for the Collateral Agent to engage in any such private sales or dispositions under such circumstances. The Collateral Agent shall be under no obligation to delay a sale of any of the Collateral to permit a Debtor to register such Collateral for public sale under the Act, or under applicable state securities laws, even if Debtors would agree to do so. The Collateral Agent shall not incur any liability as a result of the sale of any such Collateral, or any part thereof, at any private sale provided for in this Agreement conducted in a commercially reasonable manner, and so long as the Collateral Agent conducts such sale in a commercially reasonable manner each Debtor hereby waives any claims against the Collateral Agent or any Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

Each Debtor further agrees to do or cause to be done all such other acts and things as may be necessary to make such sale or sales of any portion or all of any such Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales, all at such Debtor's expense. Each Debtor further agrees that a breach of any of the covenants contained in this Section 4.8 will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 4.8 shall be specifically enforceable against Debtors by Collateral Agent of behalf of each Secured Party, and each Debtor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing.

4.8 Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Collateral, and any other cash at the time held by the Collateral Agent under this Agreement, shall be applied to the Obligations in accordance with the Pro Rata Portion of each Secured Party. "Pro Rata Portion" shall mean the ratio of (x) the subscription amount of the Notes purchased by a Secured Party participating under this Section 4.9 and (y) the sum of the aggregate subscription amounts of the Notes purchased by all Secured Parties participating under this Section 4.9.

4.9 Attorney-in-Fact. Each Debtor hereby irrevocably constitutes and appoints the Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Debtor and in the name of such Debtor or in its own name, from time to time in the discretion of the Collateral Agent, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to perfect or protect any security interest granted hereunder, to maintain the perfection or priority of any security interest granted hereunder, or to otherwise accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, hereby gives the Collateral Agent the power and right, on behalf of such Debtor, without notice to or assent by such Debtor (to the extent permitted by applicable law), to do the following:

(a) to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement;

(b) to ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any Collateral and, in the name of such Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of moneys due under any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Collateral whenever payable and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(c) to pay or discharge charges or liens levied or placed on or threatened against the Collateral, to affect any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor;

(d) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due, and to become due thereunder, directly to the Collateral Agent or as the Collateral Agent shall direct, and to receive payment of and receipt for any and all moneys, claims and other amounts due, and to become due at any time, in respect of or arising out of any Collateral;

(e) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other Documents constituting or relating to the Collateral;

(f) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(g) to defend any suit, action or proceeding brought against a Debtor with respect to any Collateral;

(h) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate;

(i) to the extent that a Debtor's authorization given in Section 4.1(b) of this Agreement is not sufficient to file such financing statements with respect to this Agreement, with or without such Debtor's signature, or to file a photocopy of this Agreement in substitution for a financing statement, as the Collateral Agent may deem appropriate and to execute in such Debtor's name such financing statements and amendments thereto and continuation statements which may require such Debtor's signature;

(j) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owners thereof for all purposes; and

(k) to do, at the Collateral Agent's option and at such Debtor's expense, at any time, or from time to time, all acts and things which the Collateral Agent reasonably deems necessary to protect or preserve or realize upon the Collateral and the Secured Parties' Liens therein, in order to effect the intent of this Agreement, all as fully and effectively as such Debtor might do.

Each Debtor hereby ratifies, to the extent permitted by law, all that such attorneys lawfully do or cause to be done by virtue hereof provided the same is performed in a commercially reasonable manner. The power of attorney granted hereunder is a power coupled with an interest and shall be irrevocable until the Obligations are indefeasibly paid in full in cash and this Agreement is terminated in accordance with Section 4.12 hereof.

Each Debtor also authorizes the Collateral Agent, at any time from and after the occurrence and during the continuation of any Event of Default, (x) to communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of such Debtor in and under the Contracts hereunder and other matters relating thereto and (y) to execute, in connection with any sale of Collateral provided for in Section 4.5 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

4.10 Perfection. Prior to or concurrently with the execution and delivery of this Agreement, each Debtor shall:

(a) file such financing statements, assignments for security and other documents in such offices as may be necessary or as the Collateral Agent or the Representative may request to perfect the security interests granted by Section 3 of this Agreement;

(b) at the Collateral Agent's request, deliver to the Collateral Agent or its Representative the originals of all Instruments together with, in the case of Instruments constituting promissory notes, allonges attached thereto showing such promissory notes to be payable to the order of a blank payee;

(c) If the Debtor has not done so, the Collateral Agent may do so at any later time at the sole cost of the Debtors.

4.11 Termination; Partial Release of Collateral. This Agreement and the Liens and security interests granted hereunder shall not terminate until the full and complete performance and indefeasible satisfaction of all of the Obligations (including, without limitation, the indefeasible payment in full in cash of all such Obligations) (i) in respect of the Transaction Documents, and (ii) with respect to which claims have been asserted by Collateral Agent and/or a Secured Party,), whereupon the Collateral Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral to or on the order of Debtors. The Collateral Agent shall also execute and deliver to Debtors upon such termination and at Debtors' expense such UCC termination statements, certificates for terminating the liens on the Motor Vehicles (if any) and such other documentation as shall be reasonably requested by Debtors or otherwise necessary to effect the termination and release of the Liens and security interests in favor of the Collateral Agent affecting the Collateral. Notwithstanding anything to the contrary in this Agreement, upon full and complete satisfaction of the Obligations, Debtors obligations under this Agreement shall terminate and any Liens shall thereupon be void.

4.12 Further Assurances. Any time and from time to time, upon the written request of the Collateral Agent or its Representative, and at the sole expense of Debtors, Debtors will promptly and duly execute and deliver any and all such further instruments, documents and agreements and take such further actions as the Collateral Agent or its Representative may reasonably require in order for the Collateral Agent to obtain the full benefits of this Agreement and of the rights and powers herein granted in favor of the Collateral Agent, including, without limitation, using Debtors' best efforts to secure all consents and approvals necessary or appropriate for the assignment to the Collateral Agent of any Collateral held by Debtors or in which a Debtor has any rights not heretofore assigned, the filing of any financing or continuation statements under the UCC with respect to the liens and security interests granted hereby, transferring Collateral to the Collateral Agent's possession (if a security interest in such Collateral can be perfected by possession), placing the interest of the Collateral Agent as lienholder on the certificate of title of any Motor Vehicle, and obtaining waivers of liens from landlords and mortgagees. Each Debtor also hereby authorizes the Collateral Agent and its Representative to file any such financing or continuation statement without the signature of such Debtor to the extent permitted by applicable law.

4.13 Limitation on Duty of Secured Party. The powers conferred on the Collateral Agent under this Agreement are solely to protect the Collateral Agent's interest on behalf of itself and the other Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither the Collateral Agent nor its Representative nor any of their respective officers, directors, employees or agents shall be responsible to Debtors for any act or failure to act, except for gross negligence, or willful misconduct. Without limiting the foregoing, the Collateral Agent and any Representative shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession if such Collateral is accorded treatment substantially equivalent to that which the Collateral Agent or any Representative, in its individual capacity, accords its own property consisting of the type of Collateral involved, it being understood and agreed that neither the Collateral Agent nor any Representative shall have any responsibility for taking any necessary steps (other than steps taken in accordance with the standard of care set forth above) to preserve rights against any Person with respect to any Collateral.

Also without limiting the generality of the foregoing, neither the Collateral Agent nor any Representative shall have any obligation or liability under any Contract or license by reason of or arising out of this Agreement or the granting to the Collateral Agent of a security interest therein or assignment thereof or the receipt by the Collateral Agent or any Representative of any payment relating to any Contract or license pursuant hereto, nor shall the Collateral Agent or any Representative be required or obligated in any manner to perform or fulfill any of the obligations of Debtors under or pursuant to any Contract or license, or to make any payment, or to make any inquiry as to the nature or the

sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or license, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 5. Miscellaneous.

5.1 No Waiver. No failure on the part of the Collateral Agent or any of its Representatives to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Collateral Agent or any of its Representatives of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

5.2 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Security Agreement shall be governed by and construed in accordance with the Purchase Agreement.

5.3 Notices. All notices, approvals, requests, demands and other communications hereunder shall be delivered or made in the manner set forth in, and shall be effective in accordance with the terms of, the Purchase Agreement. Debtors and Collateral Agent may change their respective notice addresses by written notice given to each other party five days prior to the effectiveness of such change.

5.4 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Debtor sought to be charged or benefited thereby and the Secured Parties holding a majority of the outstanding principal of the Notes. Any such amendment or waiver shall be binding upon all the Secured Parties (including the Collateral Agent in its capacity as a Secured Party) and the Debtor(s) sought to be charged or benefited thereby and their respective successors and assigns.

5.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, provided, that no Debtor shall assign or transfer its rights hereunder without the prior written consent of each Secured Party. Any Secured Party, including the Collateral Agent in its capacity as a Secured Party, may assign its rights hereunder without the consent of Debtors, in which event such assignee shall be deemed to be a Secured Party and/or Collateral Agent, as applicable, hereunder with respect to such assigned rights.

5.6 Counterparts; Headings. This Agreement may be authenticated in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may authenticate this Agreement by signing any such counterpart. This Agreement may be authenticated by manual signature or facsimile, .pdf or similar electronic signature, all of which shall be equally valid. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

5.7 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Collateral Agent, its Representative and each other Secured Party (and all of their respective successors and assigns) in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

5.8 Exclusive Jurisdiction. Any action, proceeding or claim arising out of, or relating in any way to, this Agreement shall be brought and enforced only as provided in the Purchase Agreement.

5.9 **Waiver of Right to Trial by Jury. Each Debtor and each Secured Party waive their respective rights to a trial by jury of any claim or cause of action based upon or arising out of or related to this Agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any type brought by any of the parties against any other party or parties, whether with respect to contract claims, tort claims, or otherwise. Each Debtor and each Secured Party agree that any such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this Section as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this agreement or any provision hereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement.**

5.10 Joint and Several. The obligations, covenants and agreements of Debtors hereunder shall be the joint and several obligations, covenants and agreements of each Debtor, whether or not specifically stated herein without preferences or distinction among them.

5.11 Collateral Agent and Secured Parties Indemnification.

(a) Each Secured Party has, pursuant to the Purchase Agreement, designated and appointed the Collateral Agent as the administrative agent of such Secured Party under this Agreement and the related agreements.

(b) Nothing in this Section 5.11 shall be deemed to limit or otherwise affect the rights of the Collateral Agent to exercise any remedy provided in this Agreement or any other Transaction Document.

(c) If pursuant to any Transaction Document a Secured Party (including the Collateral Agent) is given the discretion to allocate proceeds received by such Secured Party (including the Collateral Agent) pursuant to the exercise of remedies under the Transaction Documents or at law or in equity (including without limitation with respect to any secured creditor remedies exercised against the Collateral and any other collateral security provided for under any Transaction Document), the Collateral Agent shall apply such proceeds to the then outstanding Obligations in the following order of priority (with amounts received being applied in the numerical order set forth below until exhausted prior to the application to the next succeeding category and each Secured Party entitled to payment shall receive an amount equal to its Pro Rata Portion of amounts available to be applied pursuant to clauses second, third and fourth below):

first, to payment of fees, costs and expenses (including reasonable attorney's fees) owing to the Collateral Agent;

second, to payment of all accrued unpaid interest and fees (other than fees owing to Collateral Agent) on the Obligations;

third, to payment of principal of the Obligations;

fourth, to payment of any other amounts owing constituting Obligations; and

fifth, any remainder shall be for the account of and paid to whoever may be lawfully entitled thereto.

(d) Each Debtor agrees, jointly and severally, to indemnify, defend and hold harmless the Collateral Agent (both in its capacity as collateral agent hereunder and as a Secured Party), every other Secured Party, their respective successors and assigns and all of their respective officers, directors, shareholders, members, managers, partners, employees, attorneys and agents, and any Person in control of any thereof (collectively, the "Indemnitees"), from and against any claims, debts, liabilities, losses, demands, obligations, actions, causes of action, fines, penalties, reasonable and documented out of pocket costs and expenses (including attorneys' fees and consultants' fees), of every nature, character and description (each, an "Indemnified Liability" and collectively the "Indemnified Liabilities"), under federal and state securities laws or otherwise insofar as such Indemnified Liability arises out of or is based upon any of the transactions contemplated by this Agreement, any other Transaction Document, any of the Obligations, or any other cause or thing whatsoever occurred, done, omitted or suffered to be done by a Debtor relating to any Secured Party or the Obligations (except any such amounts sustained or incurred solely as the result of the gross negligence, or willful misconduct of such Secured Party(ies), as finally determined by a court of competent jurisdiction).

5.12 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.13 **Entire Agreement; Amendment. This Agreement, together with the other transaction documents, supersedes all other prior oral or written agreements between the Secured Parties, the Collateral Agent, the Debtors, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement, together with the other transaction documents and the other instruments referenced herein and therein, contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the secured party nor any Debtor makes any representation, warranty, covenant or undertaking with respect to such matters. As of the date of this Agreement, there are no unwritten agreements between the parties with respect to the matters discussed herein. No provision of this Agreement may be amended, modified or supplemented other than by an instrument in writing signed by the Debtors and the Secured Party.**

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

DEBTORS:

Amaze Holdings, Inc , a Nevada corporation

By: _____ /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Amaze Software, Inc,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Amaze Holding Company LLC,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Famous Industries Pty. Ltd.,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Baxter Collective, Inc.

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Baxter Collective Ltd.,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Adifex Holdings LLC,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

Amaze Creator Content Company LLC,

By: /s/ Aaron Day_____
Name: Aaron Day
Title: Chief Executive Officer

COLLATERAL AGENT:

C/M Capital Master Fund, LP

By: /s/ Jonathan Juchno
Name: Jonathan Juchno
Title: Managing Partner

EXHIBIT A
Form of Joinder
Joinder to Security Agreement

The undersigned, _____, hereby joins in the execution of that certain Security Agreement dated as of _____, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by the Debtors (as defined therein), the Secured Parties (as defined therein), and each other Person that becomes a Debtor or a Secured Party thereunder after the date thereof and hereof and pursuant to the terms thereof, to and in favor of C/M Capital Master Fund, LP, a business entity organized under the laws of Delaware, in its capacity as Collateral Agent for the Secured Parties. By executing this Joinder, the undersigned hereby agrees that it is a Debtor thereunder and agrees to be bound by all of the terms and provisions of the Security Agreement. The undersigned represents and warrants that the representations and warranties set forth in the Security Agreement are, with respect to the undersigned, true and correct as of the date hereof.

The undersigned represents and warrants to Secured Party that:

(a) all of the Equipment, Inventory and Goods owned by such Debtor is located at the places as specified on Schedule I and such Debtor conducts business in the jurisdiction set forth on Schedule I;

(b) except as disclosed on Schedule I, none of such Collateral is in the possession of any bailee, warehousemen, processor or consignee;

(c) the chief place of business, chief executive office and the office where such Debtor keeps its books and records are located at the place specified on Schedule I;

(d) such Debtor (including any Person acquired by such Debtor) does not do business or has not done business during the past five years under any tradename or fictitious business name, except as disclosed on Schedule II;

(e) all Copyrights, Patents and Trademarks owned or licensed by the undersigned are listed in Schedules III, IV and V, respectively;

(f) all securities accounts, brokerage accounts and other similar accounts maintained by such Debtor, and the financial institutions at which such accounts are maintained, are listed on Schedule VI;

(g) all Commercial Tort Claims of such Debtor are listed on Schedule VII;

(h) all interests in real property and mining rights held by such Debtor are listed on Schedule VIII;

(i) all Equipment (including Motor Vehicles) owned by such debtor that is subject to a certificate of title or ownership statute is listed on Schedule IX.

_____, a _____
By:

Title:
FEIN: _____

SUBSIDIARY GUARANTEE

This SUBSIDIARY GUARANTEE (as amended, restated, supplemented, or otherwise modified and in effect from time to time, this "Guarantee") is made as of September 11, 2025, jointly and severally, by and among Amaze Holdings, Inc, a Nevada corporation (the "Company"), and the Company's undersigned Subsidiaries which are all Subsidiaries of the Company as of the date hereof (together with each other Person who becomes a party to this Guarantee by execution of a joinder in the form of Exhibit A attached hereto, which shall include all Subsidiaries (as defined in the Purchase Agreement (as defined below)) of the Company formed or acquired after the date hereof for so long as this Guarantee remains in effect, shall be referred to individually as a "Guarantor" and collectively as the "Guarantors"), in favor of C/M Capital Master Fund, LP, a company incorporated under the laws of Delaware, as agent for the Investor (the "Collateral Agent"), for the benefit of itself as the Investors (as defined in the Purchase Agreement).

WHEREAS, pursuant to and in accordance with the Purchase Agreement, the Company has executed and delivered those certain Senior Secured Promissory Notes dated as of the date hereof (the "Closing Date") in the original aggregate principal amount of $4,143,234.25 as provided in the Purchase Agreement total (the "Notes");

WHEREAS, the Notes were acquired by the Investors pursuant to that certain Securities Purchase Agreement, dated as of the date hereof among the Company and the Investors (as the same may be amended, restated, supplemented or otherwise modified from time-to-time, the "Purchase Agreement");

WHEREAS, pursuant to a Pledge Agreement, dated as of the Closing Date (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), the Company granted to the Collateral Agent for the benefit of the Investors a Lien on, and security interest in, all of the issued and outstanding equity interests of the Pledge Entities (as defined in the Pledge Agreement);

WHEREAS, pursuant to a Security Agreement, dated as of the Closing Date (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") by the Debtors (which term when used herein shall be as defined in the Security Agreement) in favor of the Collateral Agent, such Debtors have granted the Collateral Agent, for its benefit and the benefit of the Investors, a Lien on and security interest in all of their respective rights in the Collateral (which term when used herein shall be as defined in the Security Agreement); and

WHEREAS, each Guarantor is a Subsidiary of the Company and, as such, will derive substantial benefit and advantage from the Purchase Agreement, the Notes, the Pledge Agreement, the Security Agreement and the other related agreements.

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby jointly and severally agrees as follows:

1. Definitions.

(a) Capitalized words and phrases used herein without definition and defined in the Purchase Agreement are used herein as defined therein or, if not defined in the Purchase Agreement, as defined in the Security Agreement or the Notes, as applicable. In addition, as used herein:

"Bankruptcy Code" shall mean the U.S. Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time-to-time thereunder.

"Obligations" shall mean all obligations arising under the Notes including but not limited to the principal, accrued interest, and other sums due under the Notes.

(b) All references to a "Guarantor" or "Guarantors" hereunder shall include the Company's Subsidiaries listed on the signature page(s) hereto, which the Company represents and warrants constitute all of the Company's Subsidiaries as of the date of this Guarantee, and to any additional Subsidiaries which may be formed or acquired by the Company subsequent to such date.

2. Guarantee of Payment.

(a) Each Guarantor, jointly and severally, hereby unconditionally and irrevocably guarantees the full and prompt payment and performance to the Investors and the Collateral Agent, on behalf of itself and in its capacity as agent for the benefit of the Investors, as primary obligor and not as surety, when due, whether at maturity or by reason of acceleration or otherwise, of any and all of the Obligations.

(b) Each Guarantor acknowledges that valuable consideration supports this Guarantee, including, without limitation, the consideration set forth in the recitals above; any extension, renewal or replacement of any of the Obligations; any forbearance with respect to any of the Obligations or otherwise; any cancellation of an existing guaranty; any purchase of any of the Company's assets by any Investor or Collateral Agent; or any other valuable consideration.

(c) Each Guarantor agrees that all payments under this Guarantee shall be made in United States currency and in the same manner as provided for the Obligations.

(d) Notwithstanding any provision of this Guarantee to the contrary, it is intended that this Guarantee, and any interests, Liens and security interests granted by each Guarantor as security for this Guarantee, not constitute a "Fraudulent Conveyance" (as defined below) in the event that this Guarantee or such interest is subject to the Bankruptcy Code or any applicable fraudulent conveyance or fraudulent transfer law or other applicable laws of any state. Consequently, each Guarantor, the Collateral Agent and the Investors all agree that if this Guarantee, or any

such interests, Liens or security interests securing this Guarantee, would, but for the application of this sentence, constitute a Fraudulent Conveyance, this Guarantee and each such Lien and security interest shall be valid and enforceable only to the maximum extent that would not cause this Guarantee or such interest, Lien or security interest to constitute a Fraudulent Conveyance, and this Guarantee shall automatically be deemed to have been amended accordingly at all relevant times. For purposes hereof, "Fraudulent Conveyance" means a fraudulent conveyance under Section 548 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the provisions of any applicable fraudulent conveyance or fraudulent transfer law or other applicable laws of any state, as in effect from time to time.

3. Costs and Expenses. The Company and each Guarantor, jointly and severally, agrees to pay on demand, all out of pocket Costs and Expenses of every kind incurred by any Investor or the Collateral Agent: (a) in enforcing this Guarantee or any other Transaction Document, (b) in collecting any of the Obligations from any Guarantor pursuant to this Guarantee or any other Transaction Document, (c) in realizing upon or protecting or preserving any Collateral, and (d) in connection with any amendment of, modification to, waiver or forbearance granted under, or enforcement or administration of this Guarantee or any other Transaction Document or for any other purpose in connection with this Guarantee or any other Transaction Document (other than any amendment, modification, waiver or forbearance requested or required by any Investor or the Collateral Agent), in each case, to the extent an Investor or the Collateral Agent may take such action pursuant to the terms and conditions of this Guarantee. "Costs and Expenses" as used in the preceding sentence shall include, without limitation, reasonable attorneys' fees incurred by any Investor or the Collateral Agent in retaining legal counsel for advice, suit, appeal, any insolvency or other proceedings under the Bankruptcy Code or otherwise, or for any purpose specified in the preceding sentence.

4. Nature of Guarantee: Continuing, Absolute and Unconditional.

(a) This Guarantee is and is intended to be a continuing guaranty of payment of the Obligations when due, and not of collectability, and is intended to be independent of and in addition to any other guaranty, endorsement, collateral or other agreement held by an Investor or the Collateral Agent therefor or with respect thereto, whether or not furnished by a Guarantor. None of the Investors and the Collateral Agent shall be required to prosecute collection, enforcement or other remedies against the Company, any other Guarantor or guarantor of the Obligations or any other person or entity, or to enforce or resort to any of the Collateral or other rights or remedies pertaining thereto, before calling on a Guarantor for payment. The obligations of each Guarantor to repay the Obligations hereunder shall be unconditional. No Guarantor shall have any right to exercise any right of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which it may now or hereafter have against the Company in connection with this Guarantee until the termination of this Guarantee in accordance with Section 8 below, and hereby waives any benefit of, and any right to participate in, any security or collateral given to the Investors to secure payment of the Obligations, and each Guarantor agrees that it will not take any action to enforce any obligations of the Company to such Guarantor prior to the Obligations being finally and irrevocably paid in full, provided that, in the event of the bankruptcy or insolvency of the Company, to the extent the Obligations have not been finally and irrevocably paid in full, the Collateral Agent, for the benefit of itself and the Investors, and the Investors shall be entitled notwithstanding the foregoing, to file in the name of any Guarantor or in its own name a claim for any and all indebtedness owing to a Guarantor by such Company (exclusive of this Guarantee), vote such claim and to apply the proceeds of any such claim to the Obligations.

(b) For the further security of the Investors and without in any way diminishing the liability of the Guarantors, following the occurrence and during the continuance of an Event of Default (as defined in the Notes), all debts and liabilities, present or future, of the Company to the Guarantors, and all monies received from the Company or for its account by the Guarantors in respect thereof shall be received in trust for Investors and the Collateral Agent and shall, be paid over to the Collateral Agent, for its benefit and in its capacity as the Collateral Agent for the benefit of the Investors, until all of the Obligations have been paid in full. This assignment and postponement is independent of and severable from this Guarantee and shall remain in full effect whether or not any Guarantor is liable for any amount under this Guarantee.

(c) This Guarantee is absolute and unconditional and shall not be changed or affected by any representation, oral agreement, act or thing whatsoever, except as herein provided. This Guarantee is intended by the Guarantors to be the final, complete and exclusive expression of the guarantee agreement among the Company, the Guarantors, the Investors and the Collateral Agent (except as expressly limited by the express terms of this Guarantee). No modification or amendment of any provision of this Guarantee shall be effective against any party hereto unless in writing and signed by a duly authorized officer of such party. This Guarantee, together with the other Transaction Documents, supersedes all other prior oral or written agreements between the Investors, the Company, the Guarantors and the Collateral Agent, their respective Affiliates and Persons acting on their respective behalves with respect to the matters discussed herein, and this Guarantee, together with the other Transaction Documents and the other instruments referenced herein and therein, contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company, any Guarantor, the Collateral Agent nor any Investor makes any representation, warranty, covenant or undertaking with respect to such matters. As of the date of this Guarantee, there are no unwritten agreements between the parties with respect to the matters discussed herein. No provision of this Guarantee may be amended, modified or supplemented other than by an instrument in writing signed by the parties hereto.

(d) Each Guarantor hereby releases each Investor and the Collateral Agent from all, and agrees not to assert or enforce (whether by or in a legal or equitable proceeding or otherwise) any, "claims" (as defined in Section 101(5) of the Bankruptcy Code), whether arising under any law, ordinance, rule, regulation, order, policy or other requirement of any domestic or foreign governmental authority or any instrumentality or agency thereof, having jurisdiction over the conduct of its business or assets or otherwise, to which the Guarantors are or would at any time be entitled by virtue of its obligations hereunder, any payment made pursuant hereto or the exercise by any Investor or the Collateral Agent of its rights with respect to the Collateral, including any such claims to which such Guarantor may be entitled as a result of any right of subrogation, exoneration or reimbursement.

5. Certain Rights and Obligations.

(a) Each Guarantor acknowledges and agrees that the Collateral Agent may, without notice, demand or any reservation of rights against such Guarantor and without affecting such Guarantor's obligations hereunder, from time to time:

(i) renew, extend, increase, accelerate or otherwise change the time for payment of, the terms of or the interest on the Obligations or any part thereof or grant other indulgences to any Guarantor or others;

(ii) accept from any Person and hold Collateral for the payment of the Obligations or any part thereof, and modify, exchange, enforce or refrain from enforcing, or release, compromise, settle, waive, subordinate or surrender, with or without consideration, such Collateral or any part thereof;

(iii) accept and hold any endorsement or guaranty of payment of the Obligations or any part thereof, and discharge, release or substitute any such obligation of any such endorser or guarantor, or discharge and release or compromise any Guarantor, or any other Person who has given any security interest in any Collateral as security for the payment of the Obligations or any part thereof, or any other Person in any way obligated to pay the Obligations or any part thereof, and enforce or refrain from enforcing, or compromise or modify, the terms of any obligation of any such endorser, guarantor or Person;

(iv) dispose of any and all Collateral securing the Obligations in its reasonable discretion, as it may deem appropriate, and direct the order or manner of such disposition and the enforcement of any and all endorsements and guaranties relating to the Obligations or any part thereof as the Collateral Agent in its reasonable discretion may determine;

(v) subject to the terms of the Notes, determine the manner, amount and time of application of payments and credits, if any, to be made on all or any part of any component or components of the Obligations (whether principal, interest, fees, costs, and expenses, or otherwise), including, without limitation, the application of payments received from any source to the payment of Indebtedness other than the Obligations even though one or more Investors might lawfully have elected to apply such payments to the Obligations or to amounts which are not covered by this Guarantee to the extent permitted by the Transaction Documents;

(vi) take advantage or refrain from taking advantage of any security or accept or make or refrain from accepting or making any compositions or arrangements when and in such manner as Collateral Agent, in its sole discretion, may deem appropriate; and

(vii) generally do or refrain from doing any act or thing which might otherwise, at law or in equity, release the liability of such Guarantor as a guarantor or surety in whole or in part, and in no case shall any Investor or Collateral Agent be responsible or shall any Guarantor be released either in whole or in part for any act or omission in connection with an Investor or Collateral Agent having sold any security at less than its fair market value, provided that the Investor or Collateral Agent acted in accordance with the requirements of the Uniform Commercial Code in performing such sale.

(b) Following the occurrence and during the continuance of an Event of Default, and upon demand by the Collateral Agent, each Guarantor, jointly and severally, hereby agrees to pay the Obligations to the extent hereinafter provided and to the extent unpaid:

(i) without deduction by reason of any setoff, defense (other than payment) or counterclaim of the Company or any other Guarantor;

(ii) without requiring presentment, protest or notice of nonpayment or notice of default to the Company, any other Guarantor or any other Person;

(iii) without demand for payment or proof of such demand or filing of claims with a court in the event of receivership, bankruptcy or reorganization of the Company or any other Guarantor;

(iv) without requiring any Investor or the Collateral Agent to resort first to the Company (this being a guaranty of payment and not of collection), to any other Guarantor, or to any other guaranty or any collateral which an Investor or the Collateral Agent may hold;

(v) without requiring notice of acceptance hereof or assent hereto by any Investor or the Collateral Agent; and

(vi) without requiring notice that any of the Obligations has been incurred, extended or continued or of the reliance by any Investor or the Collateral Agent upon this Guarantee;

all of which each Guarantor hereby irrevocably waives.

(c) Each Guarantor's obligation hereunder shall not be affected by any of the following, all of which such Guarantor hereby waives:

(i) any failure to perfect or continue the perfection of any security interest in or other Lien on any Collateral securing payment of any of the Obligations or any Guarantor's obligation hereunder;

(ii) the invalidity, unenforceability, propriety of manner of enforcement of, or loss or change in priority of any document or security interest or other Lien or guaranty of the Obligations;

(iii) any failure to protect, preserve or insure any Collateral;

(iv) failure of a Guarantor to receive notice of any intended disposition of any Collateral (provided notice was sent in accordance with applicable provisions of the Uniform Commercial Code and the applicable Transaction Documents);

(v) any defense arising by reason of the cessation from any cause whatsoever of liability of any Guarantor including, without limitation, any failure, negligence or omission by any Investor or the Collateral Agent in enforcing its claims against the Company;

(vi) any release, settlement or compromise of any Obligation of the Company, any other Guarantor or any other Person guaranteeing the Obligations;

(vii) the invalidity or unenforceability of any of the Obligations;

(viii) any change of ownership of the Company, any other Guarantor or any other Person guaranteeing the Obligations or the insolvency, bankruptcy or any other change in the legal status of the Company, any Guarantor or any other Person guaranteeing the Obligations;

(ix) any change in, or the imposition of, any law, decree, regulation or other governmental act which does or might impair, delay or in any way affect the validity, enforceability or the payment when due of the Obligations;

(x) the existence of any claim, setoff or other rights which the Company, the Guarantor, any other Guarantor or guarantor of the Obligations or any other Person may have at any time against any Investor or the Collateral Agent in connection herewith or any unrelated transaction;

(xi) any Investor's or the Collateral Agent's election in any case instituted under Chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code;

(xii) any use of cash Collateral, or grant of a security interest by any Company, as debtor in possession, under Sections 363 or 364 of the Bankruptcy Code;

(xii) the disallowance of all or any portion of any of any Investor's or the Collateral Agent's claims for repayment of the Obligations under Sections 502 or 506 of the Bankruptcy Code;

(xiii) any stay or extension of time for payment by the Company or any Guarantor resulting from any proceeding under the Bankruptcy Code or any other applicable law; or

(xiv) any other fact or circumstance which might otherwise constitute grounds at law or equity for the discharge or release of a Guarantor from its obligations hereunder, all whether or not such Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (i) through (xiv) of this Section 5(c).

6. Representations and Warranties. Each Guarantor further represents and warrants to each Investor and the Collateral Agent that, as of the date hereof: (a) such Guarantor is a corporation, exempted company, company or other entity duly incorporated or organized, as applicable, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has full power, authority and legal right to own its property and assets and to transact the business in which it is presently engaged; (b) such Guarantor has full power, authority and legal right to execute and deliver, and to perform its obligations under, this Guarantee, and has taken all necessary action to authorize the guarantee hereunder on the terms and conditions of this Guarantee and to authorize the execution, delivery and performance of this Guarantee; (c) this Guarantee has been duly executed and delivered by such Guarantor and constitutes a legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms, except to the extent that such enforceability is subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally, or the availability of equitable remedies, which are subject to the discretion of the court before which an action may be brought; (d) the execution, delivery and performance by each Guarantor of this Guarantee does not require any action by or in respect of, or filing with, any governmental body, agency or official and do not violate, conflict with or cause a breach or a default under any provision of (i) applicable law or regulation, (ii) the organizational documents of such Guarantor, (iii) any judgment, injunction, order, decree or other instrument binding upon it, or (iv) any agreement binding upon it; and (e) the Guarantors are all of the subsidiaries of the Company.

7. Covenants.

(a) Each Guarantor covenants with each Investor and the Collateral Agent that such Guarantor shall not grant any security interest in or permit any Lien upon any of its assets in favor of any Person other than Permitted Liens (as defined in the Notes) and security interests in favor of the Investors and the Collateral Agent. Each Guarantor agrees that it shall not take any action or engage in any transaction that such Guarantor is prohibited from taking or engaging in pursuant to the terms of the Transaction Documents. In addition, each Guarantor agrees to comply with the terms of the Transaction Documents to the same extent that the Company is required to cause the Guarantors to comply with such terms of the Transaction Documents. Each Guarantor, by its signature hereto, hereby acknowledges and agrees that a breach by such Guarantor of this Guarantee constitutes an "Event of Default" under the Notes and the other Transaction Documents.

(b) Each Guarantor covenants and agrees not to, and to cause each of its Subsidiaries not to: (i) engage in a Fundamental Transaction (as defined in the Note(s)) with respect to any such entity; or (ii) sell, transfer, dispose of or encumber any assets other than pursuant to the sale of product inventory or the grant of licenses for services and related software in the ordinary course of business, or sell, transfer, encumber, or issue capital stock in any Subsidiary; or (iii) enter into an agreement or arrangement which contemplates or would result in the occurrence of any of the foregoing, in each case to the extent such action or event has or could be reasonable be expected to have an adverse effect on the rights of the Security Party under the Security Documents.

8. Termination. This Guarantee shall not terminate until the full and complete performance and indefeasible satisfaction of all of the Obligations (including, without limitation, the indefeasible payment in full of all such Obligations, but excluding unasserted contingent indemnification obligations and unasserted expense reimbursement obligations which expressly survive termination of this Guarantee or any other Transaction Document) or the termination of the Obligations in accordance with the Transaction Documents. Thereafter, this Guarantee shall automatically terminate without any further action by any party and, subject to the following, the Collateral Agent, on behalf of itself and as agent for the Investors, shall take such actions and execute such documents as the Guarantors may reasonably request (and at the Guarantors' cost and expense) in order to evidence the termination of this Guarantee. Payment of all of the Obligations owing from time to time shall not operate as a discontinuance of this Guarantee if, at such time, there is any commitment by the Investors or Collateral Agent to extend further indebtedness or the Transaction Documents provide for additional or future Obligations, subject to the first sentence of this Section 8. Each Guarantor further agrees that,

to the extent that the Company or a Guarantor makes a payment to the Investors or the Collateral Agent on the Obligations, or the Investors or the Collateral Agent receive any proceeds from the Collateral securing the Obligations or any other payments with respect to the Obligations, which payment or receipt of proceeds or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be returned or repaid to the Company, a Guarantor or any of their respective estates, trustees, receivers, debtors in possession or any other Person under any insolvency or bankruptcy law (including, but not limited to the Bankruptcy Code), state or federal law, common law or equitable cause, then to the extent of such payment, return or repayment, the obligation or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date when such initial payment, reduction or satisfaction occurred, and this Guarantee shall continue in full force notwithstanding any contrary action which may have been taken by any Investor or the Collateral Agent in reliance upon such payment, and any such contrary action so taken shall be without prejudice to any Investor's or the Collateral Agent's rights under this Guarantee and shall be deemed to have been conditioned upon such payment having become final and irrevocable. Upon satisfaction of the Obligations in accordance with this Section 8, each Guarantor's obligations under this Guarantee shall immediately terminate and this Guarantee shall be void.

9. Guarantee of Performance. Each Guarantor also, jointly and severally, guarantees the full, prompt and unconditional performance of all Obligations and agreements of every kind owed or hereafter to be owed by the Company or the other Guarantors to the Investors or the Collateral Agent under this Guarantee and the other Transaction Documents. Every provision for the benefit of the Investors or the Collateral Agent contained in this Guarantee shall apply to the guaranty of performance given in this Section 9.

10. Assumption of Liens and Obligations. To the extent that a Guarantor has received or shall hereafter receive distributions or transfers from the Company of property or cash that are subject, at the time of such distribution or transfer, to Liens and security interests in favor of the Investors or the Collateral Agent in accordance with the Transaction Documents, such Guarantor hereby expressly agrees that (i) it shall hold such assets subject to such Liens and security interests, and (ii) it shall be liable for the payment of the Obligations secured thereby. Each Guarantor's obligations under this Section 10 shall be in addition to its obligations as set forth in other sections of this Guarantee and not in substitution therefor or in lieu thereof.

11. Miscellaneous.

(a) The terms "Company" and "Guarantor" as used in this Guarantee shall include: (i) any successor individuals, associations, partnerships, limited liability companies, exempted companies, corporations or other entities and (ii) any other associations, partnerships, limited liability companies, corporations or entities into or with which such Company or such Guarantor shall have been merged, consolidated, reorganized, or absorbed.

(b) Without limiting any other right of any Investor or the Collateral Agent, whenever any Investor or the Collateral Agent has the right to declare any of the Obligations to be immediately due and payable (whether or not it has been so declared), the Collateral Agent, on its behalf and in its capacity as agent for the benefit of the Investors, at its sole election without notice to the undersigned may appropriate and set off against the Obligations:

(i) any and all indebtedness or other moneys due or to become due the Company or to any Guarantor by any Investor or the Collateral Agent in any capacity and whether arising out of or related to the Transaction Documents or otherwise; and

(ii) any credits or other property belonging to the Company or any Guarantor (including all account balances, whether provisional or final and whether or not collected or available) at any time held by or coming into the possession of any Investor or the Collateral Agent, or any Affiliate of any Investor or the Collateral Agent, whether for deposit or otherwise;

in each case, whether or not then due and owing, and the applicable Investor or the Collateral Agent, as applicable, shall be deemed to have exercised such right of set off immediately at the time of such election even though any charge therefore is made or entered on such Investor's or the Collateral Agent's records subsequent thereto. The Collateral Agent agrees to notify such Guarantor in a reasonable time of any such set-off; however, failure of the Collateral Agent to so notify such Guarantor shall not affect the validity of any set-off.

(c) Each Guarantor's obligation hereunder is to pay the Obligations in full when due according to this Guarantee, the Notes, the other Transaction Documents, and any other agreements, documents and instruments governing the Obligations to the extent provided herein, and shall not be affected by any stay or extension of time for payment for the benefit of the Company or any other Guarantor resulting from any proceeding under the Bankruptcy Code or any other applicable law.

(d) No course of dealing between the Company or any Guarantor, on the one hand, and an Investor or the Collateral Agent, on the other hand, and no act, delay or omission by an Investors or the Collateral Agent in exercising any right or remedy hereunder or with respect to any of the Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of each Investor and the Collateral Agent hereunder are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(e) This Guarantee shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) The Collateral Agent may assign its rights hereunder, in which event such assignee shall be deemed to be the Collateral Agent hereunder with respect to such assigned rights.

(g) Captions of the sections of this Guarantee are solely for the convenience of the parties hereto, and are not an aid in the interpretation of this Guarantee and do not constitute part of the agreement of the parties set forth herein.

(h) If any provision of this Guarantee is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

12. Notices. All notices, approvals, requests, demands and other communications hereunder shall be delivered or made in the manner set forth in, and shall be effective in accordance with the terms of, the Purchase Agreement; provided, that any communication shall be effective as to any Guarantor if made or sent to the Company in accordance with the foregoing.

13. Waivers.

(a) Each Guarantor waives the benefit of all valuation, appraisal and exemption laws.

(b) Upon the occurrence of an Event of Default, each Guarantor hereby waives all rights to notice and hearing of any kind prior to the exercise by any Investor or the Collateral Agent, on its behalf and in its capacity as agent for the benefit of the Investors, of its rights to repossess the Collateral without judicial process or to replevy, attach or levy upon the Collateral without prior notice or hearing. Each Guarantor acknowledges that it has been advised by counsel of its choice with respect to this transaction and this Guarantee.

(c) Each Guarantor waives its rights to a trial by jury of any claim or cause of action based upon or arising out of or related to this guaranty, or the other transaction documents, in any action, proceeding or other litigation of any type brought by any Investor or the Collateral Agent. Each Guarantor agrees that any such claim or cause of action shall be tried by a court without a jury. Without limiting the foregoing, each guarantor further agrees that its right to a trial by jury is waived by operation of this section as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Guarantee or any provision hereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Guarantee.

14. Agent. The terms and provisions of the Purchase Agreement which set forth the appointment of the Collateral Agent and the terms and provisions of the Security Agreement which set forth the indemnifications to which the Collateral Agent is entitled are hereby incorporated by reference herein as if fully set forth herein.

15. Counterparts; Headings. This Guarantee may be executed in two or more identical counterparts, all of which 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; provided that a facsimile, .pdf or similar electronically transmitted signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature. The headings in this Guarantee are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

16. Governing Law; Exclusive Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Guarantee shall be governed by and construed and enforced in accordance with the Purchase Agreement, and all legal Actions concerning the interpretations, enforcement and defense of the transactions contemplated by this Guarantee shall be commenced and litigated only as provided in the Purchase Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, each Company and the Guarantors have executed this Guarantee as of the date first written above.

COMPANY:

Amaze Holdings, Inc

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

GUARANTOR:

Amaze Software Inc.

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Amaze Holding Company LLC

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Famous Industries Pty. Ltd.

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Baxter Collective, Inc.

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Baxter Collective Ltd.

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Adifex Holdings LLC

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

Amaze Creator Content Company LLC

By: __/s/ Aaron Day_____
Name: Aaron Day
Title: CEO

COLLATERAL AGENT:

C/M Capital Master Fund, LP, an exempted company incorporated under the laws of Delaware, in its capacity as Collateral Agent for the Investors

By: /s/ Jonathan Juchno
Name: Jonathan Juchno
Title: Managing Partner

EXHIBIT A

Form of Joinder to
Subsidiary Guarantee

This Joinder Agreement is made between the undersigned,___ a [_____], (the "New Subsidiary") and C/M Capital Master Fund, an entity incorporated under the laws of Delaware, as Collateral Agent under that certain Subsidiary Guarantee dated as of _____ ___, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee") by and among the Company, the Guarantors and the Collateral Agent; together with each other Person that becomes a Guarantor thereunder after the date and pursuant to the terms thereof, to and in favor of the Investors. Capitalized terms herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee.

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a party to the Guarantee and a "Guarantor" for all purposes of the Guarantee, and shall have all of the obligations of a Guarantor thereunder as if it had executed the Guarantee. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Guarantors contained in the Guarantee. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary hereby jointly and severally together with the other Guarantors, guarantees to the Investors and the Collateral Agent, as provided in the Guarantee, the prompt payment and performance of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof.

2. The New Subsidiary represents and warrants that the representations and warranties set forth in Section 6 of the Guarantee are, with respect to the undersigned, true and correct as of the date hereof.

3. From and after the date hereof, each reference to a Guarantor in the Guarantee shall be deemed to include the undersigned.

4. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract.

5. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the Guarantee and the Purchase Agreement. Any action, proceeding or claim arising out of, or relating in any way to, this Agreement shall be brought and enforced only as provided in the Guarantee and the Purchase Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Joinder this ___ day of _____, 202___.

[_____]

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT made as of September 11, 2025 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between Amaze Holdings, Inc, a Nevada corporation (the "Pledgor") and C/M Capital Master Fund, LP, a Delaware corporation, in its capacity as agent ("Collateral Agent") for itself as an Investor and the Investors identified below (together with their respective successors and assigns).

WHEREAS, the Pledgor has executed and delivered to the Investors identified in that certain Purchase Agreement (as defined below) (and together with their successors and assigns and each other purchaser of a Note (as defined in the Purchase Agreement) and their respective successors and assigns, collectively the "Investors") that the Note made by the Company in an original aggregate principal amount of up to $4,143,234.25, and subject to the terms and conditions of the Purchase Agreement may execute and deliver the Note, as defined and provided for under the Purchase Agreement dated as the date hereof (the "Note"), by and between the Pledgor and the Investors (as the same may be amended, restated, supplemented or otherwise modified, the "Purchase Agreement");

WHEREAS, the Pledgor legally and beneficially owns the interests specified on Exhibit A hereto and, for each other corporation or other entity, the capital stock or other equity interests and securities (any, "Securities") of which are owned or acquired by the Pledgor and described on an addendum hereto from time-to-time executed by the Pledgor in form and substance satisfactory to the Collateral Agent (each such entity is referred to herein as a "Pledge Entity" and collectively as the "Pledge Entities," which shall include all subsidiaries of the Pledgor during the time this Agreement remains in effect); provided that the parties hereto agree that, as of the date hereof, the Pledge Entities specified on Exhibit A are the only Pledge Entities. The failure to execute an addendum shall not relieve the Pledgor of its obligation to pledge any after acquired Securities;

WHEREAS, pursuant to a Security Agreement dated as of the date hereof by and among the Collateral Agent, the Pledgor and the other entities party thereto as "Debtors" (as the same may be amended, restated, modified or supplement and in effect from time to time, the "Security Agreement"), the Pledgor and each other Debtor has granted the Collateral Agent, for the benefit of itself and the other Investors, a security interest in, lien upon and pledge of all of such Pledgor's or other Debtor's rights in such Pledgor's or other Debtor's Collateral (as defined in the Security Agreement), subject to Permitted Liens (as defined in the Note); and

WHEREAS, to induce the Investor to enter into the Purchase Agreement, to purchase the Note and any Additional Notes and to make the financial accommodations available to the Pledgor under the Purchase Agreement, and in order to secure the payment and performance by the Pledgor of the Obligations (as defined in the Security Agreement), the Pledgor has agreed to pledge to the Collateral Agent, for the benefit of itself and the other Investors, the Securities (the "Pledged Equity") of the Pledge Entities now or hereafter owned or acquired by such Pledgor to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and in order to induce the Investors to purchase the Notes under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

1. Defined Terms.

(a) Unless otherwise defined or referenced herein, all capitalized words and phrases used herein shall have the meanings given them in the Purchase Agreement. In addition, as used herein:

"Obligations" shall mean all obligations arising under the Notes including but not limited to the principal, accrued interest, and other sums due under the Notes.

2. Pledge.

(a) The Pledgor hereby pledges, assigns, hypothecates, transfers, delivers and grants to the Collateral Agent, for the benefit of itself and the other Investors, a first lien on and first priority perfected security interest in (i) all of the Pledged Equity of the Pledge Entities now owned or hereafter acquired by such Pledgor (collectively, the "Pledged Interests"), (ii) any other shares of Pledged Equity hereafter pledged or referred to be pledged to the Collateral Agent pursuant to this Agreement; (iii) all "investment property" as such term is defined in §9-102(a)(49) of the UCC (as defined below) with respect thereto; (iv) any "security entitlement" as such term is defined in § 8-102(a)(17) of the UCC with respect thereto; (v) all books and records relating to the foregoing; and (vi) all Accessions and Proceeds (as each is defined in the UCC) of the foregoing, including, without limitation, all distributions (cash, stock, or otherwise), dividends, stock dividends, securities, cash, instruments, rights to subscribe, purchase, or sell, and other property, rights, and interest that such Pledgor is at any time entitled to receive or is otherwise distributed in respect of, or in exchange for, any or all of the Pledged Collateral (as defined below), and without affecting the obligations of the Pledgor under any provision of the Security Agreement, in the event of any consolidation or merger in which the Pledgor is not the surviving corporation, all shares of each class or Pledged Equity of the successor entity formed by or resulting from such consolidation or merger (the collateral described in clauses (i) through (vi) of this Section 2 being collectively referred to as the "Pledged Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. All of the Pledged Interests owned by the Pledgor, which are presently represented by certificates, are listed on Exhibit A hereto, which certificates, with undated assignments separate from the certificates or stock/membership interest powers duly executed in blank by such Pledgor and to the extent such certificates are available and not covered by an existing lien or pledge, or irrevocable proxies, are being delivered to the Collateral Agent simultaneously with the execution of this Agreement. Upon the creation or acquisition of any new Pledged Interests, to the extent such certificates are available and not covered by an existing lien or pledge, the Pledgor shall execute an Addendum in the form of Exhibit B attached hereto (a "Pledge Addendum") and deliver the original certificates for the Pledge Equity to the Collateral Agent. Any Pledged Collateral described in a Pledge Addendum executed by the Pledgor shall thereafter be deemed to be listed on Exhibit A hereto. Upon delivery to the Collateral Agent, the Collateral Agent shall maintain possession and custody of the certificates representing the Pledged Interests and any additional Pledged Collateral.

(b) Each Pledged Interest consisting of either (i) a membership interest in a Person that is a limited liability company or (ii) a partnership interest in a Person that is a partnership (if any) (1) is not and will not be evidenced by a certificate and (2) is not and will not be deemed a "security" governed by Article 8 of the UCC.

3. Representations and Warranties of Pledgor. The Pledgor represents and warrants to the Collateral Agent, and covenants with the Collateral Agent, that:

(a) Exhibit A sets forth (i) the authorized capital stock, shares and other equity interests of each Pledge Entity, (ii) the number of shares of capital stock, shares and other equity interests of each Pledge Entity that are issued and outstanding as of the date hereof, and (iii) the percentage of the issued and outstanding shares of capital stock and other equity interests of each Pledge Entity held by such Pledgor. Such Pledgor is the record and beneficial owner of, and has good and marketable title to, the Pledged Interests of such Pledgor, and such shares or other equity interests are and will remain free and clear of all pledges, liens, security interests and other encumbrances and restrictions whatsoever, except the Permitted Liens (as defined in the Note) and security interests in favor of the Collateral Agent created by this Agreement.

(b) Except as set forth on Exhibit A, there are no outstanding options, warrants or other similar agreements with respect to the Pledged Interests or any of the other Pledged Collateral;

(c) This Agreement is the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms except to the extent that such enforceability is subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally, or the availability of equitable remedies, which are subject to the discretion of the court before which an action may be brought;

(d) The Pledged Interests have been duly and validly authorized and issued, are fully paid and non-assessable, and the Pledged Interests listed on Exhibit A, as of the date hereof, and as of the date of any Pledge Addendum, constitute all of the issued and outstanding capital stock, shares or other equity interests of the Pledge Entities;

(e) No consent, approval or authorization of or designation or filing with any Governmental Authority on the part of the Pledgor is required in connection with the pledge and security interest granted under this Agreement (other than financing statements to be filed pursuant to Section 26 below) which consent, approval, authorization, designation or filing has not been made as of the date hereof;

(f) The execution, delivery and performance of this Agreement will not violate (i) any provision of any applicable law or regulation or of any order, judgment, writ, award or decree of any Governmental Authority, which are applicable to the Pledgor, (ii) the articles or certificate of incorporation, certificate of formation, bylaws or any other similar organizational documents of the Pledgor or any Pledge Entity or (iii) any securities issued by the Pledgor or any Pledge Entity of any mortgage, indenture, lease, contract, or other agreement, instrument or undertaking to which the Pledgor or any Pledge Entity is a party or which is binding upon the Pledgor or any Pledge Entity or upon any of the assets of the Pledgor or any Pledge Entity, and will not result in the creation or imposition of any lien, charge or encumbrance on or security interest in any of the assets of the Pledgor or any Pledge Entity, except as otherwise contemplated by this Agreement;

(g) The pledge, assignment and delivery of the Pledged Interests and the other Pledged Collateral pursuant to this Agreement creates a valid first lien on and perfected first priority security interest in such Pledged Interests and Pledged Collateral and the proceeds thereof in favor of the Collateral Agent. Until this Agreement is terminated pursuant to Section 11 hereof, the Pledgor covenants and agrees that it will defend, for the benefit of the Collateral Agent and each other Investor, the Collateral Agent's right, title and security interest in and to the Pledged Interests, the other Pledged Collateral and the proceeds thereof against the claims and demands of all other Persons; and

(h) Neither the Pledgor nor any Pledge Entity (i) will become a Person whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (66 Fed. Reg. 49079(2001), (ii) will engage in any dealings or transactions prohibited by Section 2 of such executive order, or (iii) will otherwise become a Person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other Office of Foreign Asset Control regulation or executive order.

4. Dividends, Distributions, Etc. If, prior to irrevocable repayment in full of the Obligations (other than Obligations which expressly survive termination of this Agreement by their terms which shall include without limitation any contingent indemnification Obligations), the Pledgor shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization, merger or consolidation), or any options or rights, whether as an addition to, in substitution for, or in exchange for any of the Pledged Interests or otherwise, such Pledgor agrees, in each case, to accept the same as the Collateral Agent's agent and to hold the same in trust for the Collateral Agent, and to deliver the same promptly to the Collateral Agent in the exact form received, with the endorsement of such Pledgor when necessary and/or with appropriate undated assignments separate from certificates or stock powers duly executed in blank, to be held by the Collateral Agent subject to the terms hereof, as additional Pledged Collateral. The Pledgor shall promptly deliver to the Collateral Agent (i) a Pledge Addendum with respect to such additional certificates, and (ii) any financing statements or amendments to financing statements as requested by the Collateral Agent. The Pledgor hereby authorizes the Collateral Agent to attach each such Pledge Addendum to this Agreement. Except as provided in Section 5(b) below, all sums of money and property so paid or distributed in respect of the Pledged Interests which are received by the Pledgor shall, until paid or delivered to the Collateral Agent, be held by the Pledgor in trust as additional Pledged Collateral.

5. Voting Rights; Dividends; Certificates.

(a) So long as no Event of Default (as defined in the Notes) has occurred and is continuing, the Pledgor shall be entitled (subject to the other provisions hereof, including, without limitation, Section 8 below) to exercise its voting and other consensual rights with respect to the Pledged Interests and otherwise exercise the incidents of ownership thereof in any manner not inconsistent with this Agreement, the Purchase Agreement and/or any of the other Transaction Documents. The Pledgor hereby grants to the Pledgee or its nominee, an irrevocable proxy to exercise all voting, corporate and limited liability company rights relating to the Pledged Interests in any instance, which proxy shall be effective, at the reasonable discretion of the Collateral Agent, upon the occurrence and during the continuance of an Event of Default. Upon the

request of the Collateral Agent at any time, the Pledgor agrees to deliver to the Collateral Agent such further evidence of such irrevocable proxy or such further irrevocable proxies to vote the Pledged Interests as the Collateral Agent may request.

(b) So long as no Event of Default shall have occurred and be continuing, the Pledgor shall be entitled to receive cash dividends or other distributions made in respect of the Pledged Interests, to the extent permitted to be made pursuant to the terms of the Notes and the Purchase Agreement. Upon the occurrence and during the continuance of an Event of Default, in the event that the Pledgor, as record and beneficial owner of the Pledged Interests, shall have received or shall have become entitled to receive, any cash dividends or other distributions in the ordinary course, such Pledgor shall deliver to the Collateral Agent, and the Collateral Agent shall be entitled to receive and retain, for the benefit of itself and the other Investors, all such cash or other distributions as additional security for the Obligations.

(c) Subject to any sale or other disposition by the Collateral Agent of the Pledged Interests, any other Pledged Collateral or other property pursuant to this Agreement, upon the indefeasible full payment, satisfaction and termination of all of the Obligations (other than Obligations which expressly survive termination of this Agreement by their terms which shall include without limitation any contingent indemnification Obligations) and the termination of this Agreement pursuant to Section 11 hereof and of the liens and security interests hereby granted, the Pledged Interests, the other Pledged Collateral and any other property then held as part of the Pledged Collateral in accordance with the provisions of this Agreement shall be promptly returned to the Pledgor or to such other Persons as shall be legally entitled thereto.

(d) The Pledgor shall cause all Pledged Interests (other than the Pledged Interests consisting of limited liability company and partnership interests) to be certificated at all times while this Agreement is in effect.

6. Rights of Collateral Agent. The Collateral Agent shall not be liable for failure to collect or realize upon the Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Collateral Agent be under any obligation to take any action whatsoever with regard thereto. Any or all of the Pledged Interests held by the Collateral Agent hereunder may, if an Event of Default has occurred and is continuing, without notice, be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter without notice exercise all voting and corporate rights at any meeting with respect to any Pledge Entity and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to vote in favor of, and to exchange at its discretion any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other readjustment with respect to any Pledge Entity or upon the exercise by any Pledge Entity, the Pledgor or the Collateral Agent of any right, privilege or option pertaining to any of the Pledged Interests, and in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine, all without liability except to account for property actually received by the Collateral Agent, but the Collateral Agent shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Uniform Commercial Code) of the jurisdiction applicable to the affected Pledged Collateral from time-to-time ("UCC"). Without limiting the foregoing, the Collateral Agent may, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Pledgor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), upon the occurrence and during the continuance of an Event of Default forthwith collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith date and otherwise fill in the blanks on any assignments separate from certificates or stock powers or otherwise sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of and deliver said Pledged Collateral, or any part thereof, in one or more portions at one or more public or private sales or dispositions, at any exchange or broker's board or at any of the Collateral Agent's offices or elsewhere upon such terms and conditions as the Collateral Agent may deem advisable and at such prices as it may deem best, for any combination of cash and/or securities or other property or on credit or for future delivery without assumption of any credit risk, with the right to the Collateral Agent upon any such sale, public or private, to purchase the whole or any part of said Pledged Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby expressly waived or released. The Collateral Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization, sale or disposition, after deducting all costs and expenses of every kind incurred therein or incidental thereto pursuant to Section 5.11(c) of the Security Agreement. The Pledgor shall remain liable for any deficiency remaining unpaid after such application. Only after so paying over such net proceeds and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-608 of the UCC (Application of Proceeds of Collection or Enforcement; Liability for Deficiency and Right to Surplus), need the Collateral Agent account for the surplus, if any, to the Pledgor. The Pledgor agrees that the Collateral Agent need not give more than 10 days' notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters. No notification need be given to the Pledgor if after default it has signed a statement renouncing or modifying any right to notification of sale or other intended disposition. Notwithstanding any provision in any shareholder's agreement or any applicable laws to the contrary, the Pledgor acknowledge and agrees that the Pledgor may pledge to the Collateral Agent all of the Pledgor's right, title and interest in all of the Pledge Entities, and upon foreclosure the successful bidder (which may include the Collateral Agent) will be deemed admitted as a member and/or shareholder, as applicable, of each Pledge Entity, and will automatically succeed to all of the Pledgor's right, title and interest, including without limitation, the Pledgor's limited liability company and equity interests, right to vote and participate in the management and business affairs of the Pledge Entities, right to a share of the profits and losses of the Pledge Entities and right to receive distributions from the Pledge Entities.

8. No Disposition, Etc. Until the irrevocable payment in full, satisfaction or expiration of the Obligations (other than Obligations which expressly survive termination of this Agreement by their terms which shall include without limitation any contingent indemnification Obligations), the Pledgor agrees that it will not sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Interests or any other Pledged Collateral, nor will the Pledgor create, incur or permit to exist any lien or other encumbrance with respect to any of the Pledged Interests or any other Pledged Collateral, or any interest therein, or any proceeds thereof, except for the lien and security interest of the Collateral Agent provided for by this Agreement and the Security Agreement.

9. Sale of Pledged Interests.

(a) The Pledgor recognizes that the Collateral Agent may be unable to effect a public sale or disposition (including, without limitation, any disposition in connection with a merger of a Pledge Entity) of any or all the Pledged Interests by reason of certain prohibitions contained in the Securities Act, and applicable state securities laws, but may be compelled to resort to one or more private sales or dispositions thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale or disposition may result in prices and other terms (including the terms of any securities or other property received in connection therewith) less favorable to the seller than if such sale or disposition were a public sale or disposition and the Pledgor agrees that it is not commercially unreasonable for the Collateral Agent to engage in any such private sales or dispositions under such circumstances. The Collateral Agent shall be under no obligation to delay a sale or disposition of any of the Pledged Interests in order to permit the Pledgor or a Pledge Entity to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Pledgor or a Pledge Entity would agree to do so.

(b) The Pledgor further agrees to do or cause to be done all such other acts and things as may be reasonably necessary to make such sales or dispositions of the Pledged Interests valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all Governmental Authorities, domestic or foreign, having jurisdiction over any such sales or dispositions, all at such Pledgor's expense; provided that the Pledgor shall not have any obligation to register the Pledged Interests as securities under the Securities Act or the applicable state securities laws solely by virtue of this Section 9(b). The Pledgor further agrees that a breach of any of the covenants contained in Sections 4, 5(a), 5(b), 8, 9 and 24 will cause irreparable injury to the Collateral Agent and that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, agrees, without limiting the right of the Collateral Agent to seek and obtain injunctive relief and/or specific performance of other obligations of the Pledgor contained in this Agreement, that each and every covenant referenced above shall be specifically enforceable against the Pledgor, and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants. The Collateral Agent shall not be required to post a bond or other security as a condition of obtaining equitable relief.

(c) The Pledgor further agrees to indemnify and hold harmless the Collateral Agent and each other Investor, their respective successors and assigns and all of their collective officers, directors, shareholders, members, managers, partners, employees, attorneys and agents, and any Person in control of any thereof (collectively, the "Indemnitees"), from and against any loss, liability, claim, damage and expense, including, without limitation, legal fees and expenses (in this paragraph collectively called the "Indemnified Liabilities"), under federal and state securities laws or otherwise insofar as such Indemnified Liability (i) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus or offering memorandum or in any preliminary prospectus or preliminary offering memorandum or in any amendment or supplement to any thereof or in any other writing prepared by the Pledgor in connection with the offer, sale or resale of all or any portion of the Pledged Collateral unless such untrue statement of material fact was provided by the Collateral Agent, in writing, specifically for inclusion therein, or (ii) arises out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading, such indemnification to remain operative regardless of any investigation made by or on behalf of the Collateral Agent or any successor thereof, or any Person in control of any thereof. In connection with a public sale or other distribution, the Pledgor will provide customary indemnification to any underwriters, their successors and assigns, officers and directors and each Person who controls any such underwriter (within the meaning of the Securities Act). If and to the extent that the foregoing undertakings in this paragraph may be unenforceable for any reason, the Pledgor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The obligations of the Pledgor under this Section 9(c) shall survive any termination of this Agreement to the maximum extent permitted by applicable law.

(d) The Pledgor further agrees not to exercise any and all rights of subrogation it may have against a Pledge Entity upon the sale or disposition of all or any portion of the Pledged Collateral by the Collateral Agent pursuant to the terms of this Agreement until the termination of this Agreement in accordance with Section 11 below.

(e) The Pledgor and each Pledge Entity further covenants and agrees not to, and to cause each of its Subsidiaries not to: (i) engage in a Fundamental Transaction (as defined in the Note(s)) with respect to any such entity unless the gross proceeds therefrom are paid to the Secured Parties to prepay the Note(s), provided that for avoidance of doubt if there are no gross proceeds to the Company, neither the Company nor the Pledge Entity nor any of their respective Subsidiaries shall enter into any agreement or arrangement with respect to a Fundamental Transaction; or (ii) sell, transfer, dispose of or encumber any assets other than pursuant to the sale of product inventory or the grant of licenses for services and related software in the ordinary course of business, or sell, transfer, encumber, or issue capital stock in any Subsidiary; or (iii) enter into an agreement or arrangement which contemplates or would result in the occurrence of any of the foregoing.

10. No Waiver; Cumulative Remedies. The Collateral Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its remedies hereunder, and no waiver by the Collateral Agent shall be valid unless in writing and signed by the Collateral Agent, and then only to the extent therein set forth. A waiver by the Collateral Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent would otherwise have on any further occasion. No course of dealing between the Pledgor and the Collateral Agent or any other Investor, and no failure to exercise, nor any delay in exercising on the part of the Collateral Agent or any other Investor of, any right, power or privilege hereunder or under the other Transaction Documents shall impair such right or remedy or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law or in the Purchase Agreement.

11. Termination. This Agreement and the liens and security interests granted hereunder shall automatically terminate without further action by the Pledgor and the Collateral Agent, at the Pledgor's sole reasonable cost and reasonable expense, shall immediately return any Pledged Interests or other Pledged Collateral then held by the Collateral Agent in accordance with the provisions of this Agreement to the Pledgor upon the full and complete performance and indefeasible satisfaction of all of the Obligations (other than Obligations which expressly survive by their terms which shall include without limitation any contingent indemnification Obligations).

12. Possession of Collateral. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Interests in the physical possession of the Collateral Agent pursuant hereto, neither the Collateral Agent, nor any nominee of the Collateral Agent, shall have any duty or liability to collect any sums due in respect thereof or to protect, preserve or exercise any rights pertaining thereto (including any duty to ascertain

or take action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to the Pledged Collateral and any duty to take any necessary steps to preserve rights against any parties with respect to the Pledged Collateral), and shall be relieved of all responsibility for the Pledged Collateral upon surrendering them to the Pledgor. The Pledgor assumes the responsibility for being and keeping itself informed of the financial condition of a Pledge Entity and of all other circumstances bearing upon the risk of non-payment of the Obligations, and the Collateral Agent shall have no duty to advise the Pledgor of information known to the Collateral Agent regarding such condition or any such circumstance. The Collateral Agent shall have no duty to inquire into the powers of a Pledge Entity or its officers, directors, managers, members, partners or agents thereof acting or purporting to act on its behalf.

13. Taxes and Expenses. The Pledgor will pay to the Collateral Agent within the Applicable Time Frame (as hereafter defined) (a) any stamp, excise, sales or other taxes (excluding income taxes, franchise taxes or other taxes levied on gross earnings, profits, income or the like of the Collateral Agent) payable or ruled payable by any Governmental Authority with respect to any of the Pledged Collateral or in connection with any of the transactions contemplated by this Agreement, together with interest and penalties, if any, and (b) all expenses, including the fees and expenses of counsel for the Collateral Agent and of any experts or agents that the Collateral Agent may incur in connection with (i) the administration, modification or amendment of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder, or (iv) the failure of the Pledgor to perform or observe any of the provisions hereof. For purposes hereof, the term "Applicable Time Frame" means the earlier of (a) 10 days after the Collateral Agent's written demand for such payment and (b) the date set forth in the Collateral Agent's written demand for such payment if such payment is required to be made by the Collateral Agent prior to the 10 day period referred to in the foregoing clause "(a)."

14. The Collateral Agent Appointed Attorney-In-Fact. The Pledgor hereby irrevocably appoints the Collateral Agent as such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent deems necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to such Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Agreement; provided that the power of attorney granted hereunder shall only be exercised by the Collateral Agent after the occurrence and during the continuance of an Event of Default.

15. Governing Law; Exclusive Jurisdiction; No Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Pledge Agreement shall be governed by the Security Agreement. Any action, proceeding or claim arising out of, or relating in any way to, this Agreement shall be subject to the exclusive jurisdiction of the courts as provided in the Security Agreement. **Each party hereby irrevocable waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection herewith or arising out of this agreement or any transaction contemplated hereby**.

16. Counterparts. This Agreement may be executed in two or more identical counterparts, all of which 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; provided that a facsimile, .pdf or similar electronically transmitted signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

17. Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

18. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

19. Entire Agreement; Amendments. This Agreement, together with the other transaction documents, supersedes all other prior oral or written agreements between the Pledgor, the Pledgees, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this agreement, together with the other transaction documents and the other instruments referenced herein and therein, contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Collateral Agent nor the Pledgor makes any representation, warranty, covenant or undertaking with respect to such matters. As of the date of this Agreement, there are no unwritten agreement between the parties with respect to the matters discussed herein. Except as set forth in Section 2(a) hereof, no provision of this Agreement may be amended, modified or supplemented other than by an instrument in writing signed by the Pledgor and the Required Holders (as defined in the Purchase Agreement).

20. Notices. All notices, approvals, requests, demands and other communications hereunder shall be delivered or made in the manner set forth in, and shall be effective in accordance with the terms of, the Purchase Agreement, in the case of communications to the Collateral Agent, directed to the notice address set forth in the Security Agreement.

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any subsequent holder(s) of the Notes. The Pledgor shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Collateral Agent. The Collateral Agent may assign its rights hereunder without the consent of the Pledgor or any Investor (including any Person who becomes an Investor after the date hereof), in which event such assignee shall be deemed to be the Collateral Agent hereunder with respect to such assigned rights.

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

23. Survival. All representations, warranties, covenants and agreements of the Pledgor and the Collateral Agent shall survive the execution and delivery of this Agreement.

24. Further Assurances. The Pledgor agrees that it will, at any time and from time to time upon the written request of the Collateral Agent, execute and deliver all assignments separate from certificates or stock powers, financing statements and such further documents and do such further acts and things as the Collateral Agent may reasonably request consistent with the provisions hereof in order to carry out the intent and accomplish the purpose of this Agreement and the consummation of the transactions contemplated hereby.

25. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

26. Collateral Agent Authorized. The Pledgor hereby authorizes the Collateral Agent to file one or more financing or continuation statements and amendments thereto (or similar documents required by any laws of any applicable jurisdiction) relating to all or any part of the Pledged Interests or other Pledged Collateral without the signature of such Pledgor.

27. Collateral Agent Acknowledgement. The Pledgor acknowledges receipt of an executed copy of this Agreement. The Pledgor waives the right to receive any amount that it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty, or otherwise) by reason of the failure of the Collateral Agent to deliver to the Pledgor a copy of any financing statement or any statement issued by any registry that confirms registration of a financing statement relating to this Agreement.

28. Collateral Agent. The terms and provisions of the Security Agreement which set forth the appointment and indemnification of C/M Capital Master Fund, LP as Collateral Agent are hereby incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered by their duly authorized officers on the date first above written.

PLEDGOR:

Amaze Holdings, Inc,
a Nevada corporation

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Amaze Software, Inc,
a Delaware corporation

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Baxter Collective, Inc,
a Delaware corporation

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

COLLATERAL AGENT:

C/M Capital Master Fund, LP**,** a Delaware entity, in its capacity as agent for the Investors

By: /s/ Jonathan Juchno
Name: Jonathan Juchno
Title: Managing Partners

ACKNOWLEDGEMENT

Each of the undersigned hereby (i) acknowledges receipt of a copy of the foregoing Pledge Agreement, (ii) waives any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests (as defined therein) in the name of the Collateral Agent or its nominee or the exercise of voting rights by the Collateral Agent and (iii) agrees promptly to note on its books and records the grant of the security interest in the stock or other equity interests of the undersigned as provided in such Pledge Agreement.

Dated: September 11, 2025

Amaze Software, Inc,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Amaze Holding Company LLC,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Famous Industries Pty. Ltd.,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Baxter Collective, Inc.

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Baxter Collective Ltd.,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Adifex Holdings LLC,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

Amaze Creator Content Company LLC,

By: /s/ Aaron Day
Name: Aaron Day
Title: Chief Executive Officer

EXHIBIT A
TO PLEDGE AGREEMENT

Description of Pledged Interests or Units

Pledgor	Name of Pledge Entity	Class	Stock or Unit Certificate No. or Book Entry	Percentage of Units Held by Pledgor

EXHIBIT B
TO PLEDGE AGREEMENT

Addendum to Pledge Agreement

The undersigned, being the Pledgor pursuant to that certain Pledge Agreement dated as of September ___, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**") in favor of the holders of those certain Notes (as defined in the Pledge Agreement), with C/M Capital Master Fund, LP , a business entity organized under the laws of the Cayman Islands, acting as Collateral Agent (as defined in the Pledge Agreement), by executing this Addendum, hereby acknowledges that the Pledgor has acquired and legally and beneficially owns all of the issued and outstanding shares of capital stock of _____, a _____ [corporation/limited liability company/other entity] ("**Company**") described below (the "**Shares**"). The Pledgor hereby agrees and acknowledges that the Shares shall be deemed Pledged Interests pursuant to the Pledge Agreement. The Pledgor hereby represents and warrants to the Pledgee that (i) all of the capital stock of the Company now owned by the Pledgor is presently represented by the certificates listed below, which certificates, with undated assignments separate from certificate or stock powers duly executed in blank by the Pledgor, are being delivered to the Collateral Agent, simultaneously herewith (or have been previously delivered to the Collateral Agent), and (ii) after giving effect to this addendum, the representations and warranties set forth in Section 3 of the Pledge Agreement are true, complete and correct as of the date hereof.

Pledged Interests

Name of the Pledge Entity	Class of Equity Interest	Certificate No.	Percentage of Units Held by Pledgor

IN WITNESS WHEREOF, Pledgor has executed this Addendum this _____ day of _____.

Amaze Holdings, Inc

By: _____
Name:
Title:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is dated as of September 11, 2025, by and among Amaze Holdings, Inc. (the "Company"), and each Person identified on the signature pages hereto (together with their respective successors and assigns, each, an "Investor" and collectively the "Investors").

WHEREAS, the Company has agreed to provide certain registration rights to the Investors in order to induce the Investors to enter into that certain Securities Purchase Agreement by and between the Company and the Investor dated as of the date hereof (the "Purchase Agreement").

Now, therefore, in consideration of the mutual promises and the covenants as set forth herein, the parties hereto hereby agree as follows:

1. **Definitions**. Capitalized words and terms which are not descriptive shall have the meanings defined in this Agreement or in the Purchase Agreement.

"**Agreement**" has the meaning in the preface above.

"**Board**" means the Board of Directors of the Company.

"**Company**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Cut Back Shares**" shall have the meaning contained in Section 4(g).

"**Event**" shall have the meaning set forth in Section 4(h).

"**Event Date**" shall have the meaning set forth in Section 4(h).

"**Excluded Forms**" means Registration Statements under the Securities Act on Forms S-4 and S-8 or any successors.

"**Filing Date**" has the meaning assigned to it in Section 3(a) of this Agreement.

"**FINRA**" means the Financial Industry Regulatory Authority.

"**Investor**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Proposed Registration**" means any proposed Registration Statement to be filed pursuant to this Agreement.

"**Purchase Agreement**" has the meaning assigned to it in the Recitals of this Agreement.

The terms "**register**" "**registered**" and "**registration**" refer to a registration effected by preparing and filing a Registration Statement on other than any of the Excluded Forms in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement.

"**Registration Statement**" means any registration statement filed by the Company on behalf of the Investor that covers the resale of Registrable Securities under the provisions of this Agreement.

"**Registrable Securities**" means the greater of (a) (i) the Common Stock to be acquired by the Investor pursuant to the conversion of or other issuances of Common Stock pursuant to the Notes (calculated using the applicable "Floor Price" then in effect as defined under the Note) and any other shares of Common Stock subsequently acquired by any Investor under any Transaction Documents, and (ii) any securities of the Company issued with respect to such Common Stock by way of any stock dividend or stock split or in connection with any merger, combination, recapitalization, share exchange, consolidation, reorganization, or other similar transaction, or (b) the highest Required Minimum determined between the applicable Closing Date and filing of the subject Registration Statement.

"**Representatives**" means all stockholders, officers, directors, members, managers, partners, employees and agents.

"**Restriction Termination Date**" shall have the meaning contained in Section 4(g).

"**Rule 144**" has the meaning assigned to it in Section 7 of this Agreement.

"**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.

"**Selling Expenses**" means all selling commissions, underwriting discounts, other fees paid by the Investor to a broker-dealer, finder's fees, and stock transfer taxes applicable to the Registrable Securities contained in a Registration Statement for the benefit of the Investor.

2. **Required Registration**.

(a) Within 20 days after the Closing, the Company shall file with the SEC a Registration Statement on Form S-3 or, if the Company is not then eligible to use Form S-3, on Form S-1, or any successor form covering the sale of all of the Registrable Securities.

(b) The Company shall fully comply with Section 4.19 of the Purchase Agreement.

3. **Obligations of the Company**. If and whenever the Company is required by the provisions hereof to effect or cause the registration of any Registrable Securities under the Securities Act as provided herein, the Company shall:

(a) prepare and file with the SEC within the timeframe specified in Section 2 (the "**Filing Date**"), a Registration Statement with respect to such Registrable Securities, and use best efforts to cause such Registration Statement to become effective within 10 days after the Filing Date if the Staff of the SEC indicates to the Company that such Registration Statement will be subject to a "limited" review, or within 45 days after the Filing Date if the Staff of the SEC indicates to the Company that such Registration Statement will be subject to a "full" review, and to remain effective until the sale or other disposition of all Registrable Securities covered by such Registration Statement has occurred during such period in accordance with the intended methods of disposition by the Investor set forth in such Registration Statement (the "**Effectiveness Period**"), provided that before filing a Registration Statement or any amendment or supplement thereto, the Company will at least two Trading Days prior to making any such filing furnish to the Investor a copy of the Registration Statement, as amended if applicable and any response letter or other correspondence to the Staff of the SEC proposed to be filed or submitted, and provide each Investor with a reasonable opportunity to review and provide comments or input on such Registration Statement and response letter or other correspondence , and address such comments or input so received from each Investor in good faith, prior to filing or submitting such documents. Notwithstanding anything to the contrary set forth herein, each Investor shall have the ability to approve, prior to filing or submission of any of the foregoing materials, any disclosure or communication with the SEC which directly relates to the Investors and the sale of Registrable Securities, provided that such approval should not be unreasonably withheld or delayed. Notwithstanding the above period with respect to a "limited" review, if the Staff of the SEC indicates to the Company that an applicable Registration Statement will not be reviewed, the Company shall promptly, but in no event later than two Trading Days thereafter, cause such Registration Statement to become effective;

(b) subject to complying with Section 3(a), prepare and file with the SEC such amendments to any such Registration Statement (including post-effective amendments) and supplements to the prospectus included therein as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act during the Effectiveness Period;

(c) furnish to the Investors such number of copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such Registration Statement (including each preliminary prospectus), in conformity with the requirements of the Securities Act, and such other documents, as the Investors may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities owned by the Investors;

(d) make such filings under the securities or blue sky laws of such states or commonwealths as the Investor may reasonably request to enable the Investors to consummate the sale of the Registrable Securities;

(e) promptly notify the Investor at any time when a prospectus relating to their Registrable Securities is required to be delivered under the Securities Act, of the Company's becoming aware that the prospectus included in the related Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare and furnish to the Investor a reasonable number of copies of a prospectus supplement or amendment so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus, as supplemented or amended, shall not include 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 not misleading in the light of the circumstances then existing. In such event, the Company shall use its best efforts to file a Form 8-K or amended prospectus or prospectus supplement within four Trading Days in order to permit the Investors to be able to sell the Registrable Securities, which shall prior to filing first be provided to the Investors with a reasonable opportunity to review and provide comments and input;

(f) otherwise comply with all applicable rules and regulations of the SEC and to perform its obligations hereunder;

(g) cause the Registrable Securities to continue to be listed on the Principal Market;

(h) provide a transfer agent for all Registrable Securities and promptly pay all fees and costs of the transfer agent;

(i) notify the Investor of any stop order threatened or issued by the SEC and take all actions necessary to prevent the entry of such stop order or to remove it if entered;

(j) promptly email the Investors copies of all comment letters, response letters and other communications from and with the Staff of the SEC, use its best efforts to file an amendment to a Registration Statement within five Trading Days, after receipt of a comment letter or oral comments, subject in each case to the Investor's right to receive, review and provide comments and input on such documents or communications prior to their respective filing or submission, as applicable; and

(k) request acceleration of the effectiveness of the Registration Statement within two Trading Days after the Company or its counsel has been advised that the Staff of the SEC will not review such Registration Statement or has no further comments thereon,

For purposes of this Agreement, any requirement on the part of the Company to provide, furnish copies of, notify and give an opportunity to provide comments or input regarding the Registration Statement, amendments, supplements, correspondence or other documents and communications to or with the SEC relating to the Registration Statement or otherwise contemplated by this Agreement to an "Investor" shall be deemed to include the Investor's legal counsel, in addition to the Investor itself.

4. **Other Procedures**.

(a) Subject to the remaining provisions of this Section 4 and the Company's general obligations under Section 3, the Company shall be required to maintain the effectiveness of a Registration Statement until the earlier of (i) the sale or other disposition of all Registrable

Securities, or (ii) two years following the effectiveness of the Registration Statement.

(b) In consideration of the Company's obligations under this Agreement, the Investors agree that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e) herein, the Investors shall forthwith discontinue their sale of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until the Investors' receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(e).

(c) The Company's obligation to file any Registration Statement or amendment including a post-effective amendment, shall be subject to each Investor, as applicable, furnishing to the Company in writing such information and documents regarding such Investor and the distribution of the Investor's Registrable Securities as may reasonably be required to be disclosed in the Registration Statement in question by the rules and regulations under the Securities Act or under any other applicable securities or blue sky laws of the jurisdiction referred to in Section 3(d) herein. The Company's obligations are also subject to each Investor promptly executing any representation letter concerning compliance with Regulation M under the Exchange Act (or any successor rule or regulation). If any Investor fails to provide all of the information required by this Section 4(c), the Company shall have no obligation to include such Investor's Registrable Securities in a Registration Statement or it may withdraw the Investor's Registrable Securities from the Registration Statement without incurring any penalty or otherwise incurring liability to the Investor.

(d) If any such registration or comparable statement refers to any Investor by name or otherwise as a stockholder of the Company, but such reference to the Investor by name or otherwise is not required by the Securities Act, then the Investor shall have the right to require the deletion of the reference to the Investor, as may be applicable. Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Investor or Affiliate of an Investor as an underwriter without the prior written consent of such Investor.

(e) Each Registration Statement shall contain (unless otherwise directed by the Lead Investor) substantially the "Plan of Distribution" attached hereto as **Annex A**, with any changes required by SEC Guidance or SEC comments.

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

(i) First, the Company shall reduce or eliminate any securities to be included other than Registrable Securities.

(ii) Second, the Company shall reduce Registrable Securities represented by Conversion Shares issuable to the Investors on a pro rata basis based on each Investor's Subscription Amount.

(g) In the event of a cutback hereunder (such shares cutback pursuant to this Section 4(g), the "**Cut Back Shares**"), the Company shall give the Investors at least five Trading Days prior written notice along with the calculations as to such Investor's allotment. In the event the Company amends the Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the SEC, as promptly as allowed by SEC or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on any prior Registration Statement, as amended and to use its reasonable best efforts to cause the SEC to declare such registration statement covering the Conversion Shares that were not registered for resale on any prior Registration Statement, as amended, effective as soon as practicable after the date. No liquidated damages shall accrue as to any such Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Guidance applicable to such Cut Back Shares (such date, the "**Restriction Termination Date**"). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Sections 2(a) and 3(a) (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions contained in Section 4(h)) shall again be applicable to such Cut Back Shares; provided, however, that the date by which the Company is required to file the Registration Statement with respect to such Cut Back Shares shall be 10 days following the Restriction Termination Date and the date by which the Company is required to have the Registration Statement effective with respect to such Cut Back Shares shall be 45 days immediately after the Restriction Termination Date.

(h) If: (i) the initial Registration Statement is not filed on or prior to its Filing Date (if the Company files the initial Registration Statement without affording the Investors the opportunity to review and comment on the same as required by Section 3(a) or the Company subsequently withdraws the filing of the Registration Statement, for reasons other than at the request of the Investors of a majority-in-interest of the Registrable Securities to withdraw the Registration Statement, the Company shall be deemed to have not satisfied this clause (i) as of the Filing Date), (ii) if applicable, the Company fails to file with the SEC a request for acceleration of a Registration Statement in accordance with Rule 461 under the Securities Act, within two Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be "reviewed" or will not be subject to further review, (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the SEC in respect of such Registration Statement within five days after the receipt of comments by or notice from the SEC that such amendment is required in order for such Registration Statement to be declared effective, (iv) a Registration Statement registering for resale all of the Registrable Securities included in such Registration Statement is not declared effective by the SEC by the time periods set forth in Section 3a hereof of the initial Registration Statement, or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Investors are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, (any such failure or breach being referred to as an "**Event**", and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such two Trading Day period is exceeded, and for purpose of clause (iii) the date which such five day period is exceeded, being referred to as an "**Event Date**"), then, in addition to any other rights the Investors may have hereunder or under applicable law the Company shall pay to each Investor an amount

in cash, as liquidated damages and not as a penalty, equal to 0.5% of the Investor's Subscription Amount for each 30-day period or pro rata for any portion thereof until (a) the applicable Event is cured or (b) such time as the Registrable Securities may be sold by such Investor without restriction under Rule 144; provided, however, that in no event shall the aggregated liquidated damages payable to any Investor exceed 10% of such Investor's Subscription Amount. If the Company fails to pay any liquidated damages pursuant to this Section 4(h) in full within five days after the end of each 30 day period that such liquidated damages are due, the Company will pay interest thereon at a rate of 18.0% per annum (or such lesser maximum amount that is permitted to be paid by applicable Law) to each Investor, accruing daily from the date such liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. For the avoidance of doubt, the liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a 30-day period prior to the cure of an Event. Notwithstanding anything in this Section 4(h) to the contrary, no liquidated damages shall accrue or be payable to the extent that effectiveness is suspended due to the filing of a post-effective amendment in connection with the Company's compliance with applicable securities laws or SEC Guidance. Provided further, that during any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities because any Investor fails to furnish information required to be provided pursuant to Section 4(c) within five days of the Company's request, any liquidated damages that would otherwise accrue to any Investor only shall be tolled until such information is delivered to the Company.

5. **Registration Expenses**. In connection with any registration of Registrable Securities pursuant to Section 2, the Company shall, whether or not any such registration shall become effective, from time to time, pay all expenses (other than Selling Expenses) incident to its performance of or compliance, including, without limitation, all registration and registration amendments, and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, printing and copying expenses, messenger and delivery expenses, fees and disbursements of counsel for the Company and all independent public accountants and other Persons retained by the Company. if not previously paid by the Company with respect to any filing that may be required to be made by any broker through which an Investor intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, The Company shall also reimburse the Investor for the first $5,000 incurred for its legal fees in reviewing and filing each Registration Statement.

6. **Indemnification**.

(a) In the event of any registration of any shares of Common Stock under the Securities Act pursuant to this Agreement, the Company shall indemnify, defend and hold harmless each Investor, their Affiliates, and their respective Representatives, successors and assigns, from and against any losses, claims, damages or liabilities, joint or several, to which each Investor, their Affiliates, and their respective Representatives, successors and assigns may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or any violation by the Company of the Securities Act, the Exchange Act, or state securities or blue sky laws or relating to action or inaction required of the Company in connection with such registration or qualification under the Securities Act or such state securities or blue sky laws. If the Company fails to defend the Investor, its Affiliates, and its respective Representatives, successors and assigns, as applicable, as required by Section 6(c) herein, it shall reimburse (after receipt of appropriate documentation) the Investor, its Affiliates, and its respective Representatives, successors and assigns for any legal or any other reasonable and documented out-of-pocket expenses incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable to the Investors, their Affiliates, or their respective Representatives, successors or assigns in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in said Registration Statement, said preliminary prospectus, said prospectus, or said amendment or supplement or any document incident to registration or qualification of any Registrable Securities pursuant to Section 3(d) hereof in reliance upon and in conformity with written information furnished to the Company by the Investors, their Affiliates, or their respective Representatives, successors or assigns specifically for use in the preparation thereof.

(b) In the event of any registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Investors shall, severally and not jointly, indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6(a)) the Company, each director of the Company, each officer of the Company who signs such Registration Statement, the Company's attorneys and auditors and any Person who controls the Company within the meaning of the Securities Act, from and against any loss, claim, damage or liability that arises out of or is based upon any untrue statement or omission from such Registration Statement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, if and to the extent that such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Company by the Investor specifically for use in the preparation of such Registration Statement, preliminary prospectus, final prospectus or amendment or supplement.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6(a) or (b), such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to such indemnifying party of the commencement of such action. The indemnifying party shall be relieved of its obligations under this Section 6(c) if and to the extent that the indemnified party delays in giving notice and the indemnifying party is damaged or prejudiced by the delay. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so as to assume the defense thereof, the indemnifying party shall be responsible for any legal or other expenses subsequently incurred by the indemnifying party in connection with the defense thereof, provided, however, that, if counsel for an indemnified party shall have reasonably concluded that there is an actual or potential conflict of interest between the indemnified party and the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, and such indemnifying party shall reimburse such indemnified party for the reasonable and documented fees and expenses of one counsel retained by the indemnified party which are reasonably related to the matters covered by the indemnity agreement provided in this Section 6. Provided, further, that in no event shall any indemnification by the Investor under this Section 6 exceed the net

proceeds from the sale of Registrable Securities received by the Investor. No indemnified party shall make any settlement of any claims indemnified against hereunder without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event that any indemnifying party enters into any settlement without the written consent of the indemnified party, the indemnifying party shall not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff of a release of such indemnified party from all liability in respect to such claim or litigation.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which (i) any indemnified party makes a claim for indemnification pursuant to this Section 6, but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 6 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required in circumstances for which indemnification is provided under this Section 6; then, in each such case, the Company and each Investor shall contribute to the aggregate losses, claims, damages or liabilities to which they may be subject as is appropriate to reflect the relative fault of the Company and the Investor in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, it being understood that the parties acknowledge that the overriding equitable consideration to be given effect in connection with this provision is the ability of one party or the other to correct the statement or omission (or avoid the conduct or take an act) which resulted in such losses, claims, damages or liabilities, and that it would not be just and equitable if contribution pursuant hereto were to be determined by pro-rata allocation or by any other method of allocation which does not take into consideration the foregoing equitable considerations. Notwithstanding the foregoing, (i) no Investor shall be required to contribute any amount in excess of the net proceeds to it of all Registrable Securities sold by it pursuant to such Registration Statement, and (ii) no Person who is guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

7. **Rule 144**. As long as any Investor holds restricted securities (as that term is used in Rule 144) or has the right to acquire restricted securities, the Company covenants that it will (i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times, (ii) file in a timely manner the reports and other documents required to be filed under the Securities Act or the Exchange Act, (iii) furnish to the Investor promptly upon request (x) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and the Exchange Act and its compliance with Section 4.3 of the Purchase Agreement, (y) a copy of the most recent annual or quarterly report of the Company, and (z) such other information as the Investor may reasonably request, and (iv) cooperate with the Investor and respond as promptly as possible to any requests from the Investor in connection with Rule 144 transfers of restricted securities, in each case to enable the Investor to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemption provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC (collectively, "Rule 144").

8. **Severability**. In the event any parts of this Agreement are found to be illegal, unenforceable or void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the illegal, unenforceable or void parts were deleted.

9. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile or ".pdf" signature.

10. **Benefit**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

11. **Notices and Addresses**. All notices, approvals, requests, demands and other communications hereunder shall be delivered or made in the manner set forth in, and shall be effective in accordance with the terms of, the Purchase Agreement.

12. **Attorneys' Fees**. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding relating to this Agreement is filed, the prevailing party shall be entitled to an award by the court of reasonable attorneys' fees, costs and expenses.

13. **Entire Agreement; Oral Evidence**. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement of the change, waiver discharge or termination is sought.

14. **Additional Documents**. The parties hereto shall execute such additional instruments as may be reasonably required by their counsel in order to carry out the purpose and intent of this Agreement and to fulfill the obligations of the parties hereunder.

15. **Governing Law**. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed in accordance with the Purchase Agreement.

16. **Amendments and Waivers**. Any amendments to or waivers with respect to this Agreement shall be made in accordance with Section 5.5 of the Purchase Agreement.

17. **Section or Paragraph Headings**. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed personally or by a duly authorized representative thereof as of the day and year first above written.

Company:

Amaze Holdings, Inc

By: /s/ Aaron Day
Name: Aaron Day
Title: CEO

Investor:

C/M Capital Master Fund, LP

By: /s/ Jonathan Juchno
Name: Jonathan Juchno
Title: Managing Partner

Annex A

PLAN OF DISTRIBUTION

We are registering the shares of our common stock held by the selling stockholders from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of our common stock. The selling stockholders will bear all fees, commissions and discounts, if any, attributable to the sales of shares and any transfer taxes. We will bear all other costs, expenses and fees in connection with the registration of shares of our common stock to be sold by the selling stockholders pursuant to this prospectus.

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares 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;
- short sales and settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, by amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In connection with the sale of our common stock 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 common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock 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 the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction, to the extent required). Notwithstanding the foregoing, the selling stockholders have been advised that they may not use shares registered on this registration statement to cover short sales of our common stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders will be subject to the prospectus delivery requirements of the Securities Act (or an exemption therefrom).

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.