

Inventergy Innovations, LLC
900 E. Hamilton Avenue, Suite 180
Campbell, CA 95008
T: +1 (408) 234 1225

May 9, 2016

CONFIDENTIAL

VIA EMAIL

Andrew Sharp
Lopoco Inc.
212 Thompson Square
Mountain View, CA. 94043
Cell: 650 906 9448
andy@lopoco.com

Dear Andy:

Inventergy Innovations, LLC a subsidiary of Inventergy Global, Inc. (“**Inventergy**”) is pleased to submit this letter of intent (“**LOI**”) regarding Lopoco and its technology, associated patents/filings and other corporate assets, herein referred to as the “**Technology**”. The definitive agreement that may arise from this LOI will list in detail the specific intellectual property and technology to be covered by this engagement. Inventergy is excited about the opportunity to form an agreement with Lopoco, whereby Inventergy’s business and intellectual property experience can accelerate the marketing and value creation for the Technology and Lopoco.

Proposal:

Based on the information Lopoco has provided Inventergy to date, Inventergy proposes to become the exclusive representative of the Technology on behalf of Lopoco worldwide. This exclusive representation includes all fields of use of the Technology to market, license or sell the Technology pursuant to terms determined in diligence with interested third parties, and in agreement by Inventergy and Lopoco. Sale or representation of Lopoco products is not included in this agreement.

Initial Payments:

Inventergy will make initial payments to Lopoco totaling \$x scheduled as follows:
\$x upon signing of a definitive agreement, and \$x on September 30, 2016, and \$x by December 31, 2016.

Pre-Payments:

Starting in 2017 Inventergy will make four quarterly pre-payments of future revenue share of \$x per quarter (payable in mid-quarter).

Future Revenue Share:

All revenues obtained from the licensing or sale of the Technology, exclusive of Lopoco product revenues prior to the licensing or sale of the Technology or Lopoco.

Fees and Revenue share:

Inventergy and Lopoco shall share in all Revenues as defined as all income resulting from the licensing or sales of the Technology or in sale of Lopoco itself (“Gross Revenue), excluding product revenues of Lopoco prior to the licensing or sale of the Technology or Lopoco, minus any third party expenses incurred by Inventergy in the monetization of the Technology or sale of Lopoco (“Monetization Expenses”). Monetization expenses include, but are not limited to legal fees, third party experts, reverse engineering expenses, etc.

Expenses:

Inventergy shall be responsible for all expenses in promoting the Technology and all expenses in patent filings, patent prosecution and maintenance of the Technology. Lopoco shall be responsible for any and all expenses in proof of concepts and demonstrations of the Technology and for technical diligence by qualified third parties who have expressed interest in licensing or acquiring the Technology.

Inventergy Participation: Inventergy will use commercially reasonable best efforts to conclude with the assistance of Lopoco license or sales transactions of the Technology or Lopoco.

Capital Raise:

Should Inventergy arrange equity funding into Lopoco, for any purpose thereto, Inventergy shall be due, upon said funding, a "finder's fee" not to exceed 10%.

Confidentiality

This LOI and the negotiations between Inventergy and Lopoco relating to a definitive agreement constitute confidential information as defined by the Mutual Confidentiality Agreement between Lopoco dated, May 9, 2016, (the NDA).

Exclusivity Period and No Shop

During the period following the execution of this LOI, Lopoco shall negotiate exclusively with Inventergy on the subject matter of this LOI and Inventergy and Lopoco agree to work in good faith expeditiously towards a definitive agreement. Lopoco agrees that they will not, directly or indirectly, (i) take any action to solicit, initiate, encourage or assist the submission of any proposal, negotiation or offer from any person or entity other than Inventergy relating to the exclusive representation of the Technology, or (ii) enter into any discussions, negotiations or execute any agreement related to any of the foregoing, and shall notify Inventergy promptly of any inquiries by any third parties in regards to the foregoing; excluding written offers or proposals received by Lopoco prior to the execution of this LOI. Should both Inventergy and Lopoco agree that definitive documents shall not be executed pursuant to this LOI, then Inventergy and Lopoco shall have no further obligations under this section.

Other than this section, which is intended to be and is legally binding, this letter is nonbinding and constitutes an indication of intent only and creates no other liability or obligation of any nature whatsoever among the parties hereto with respect to any contemplated transaction or any other matter or action described or referred to herein. Other legally binding obligations with respect to the contemplated transaction will only arise upon execution of a definitive agreement and related agreements with respect to the transaction.

Assignment

This LOI is being executed by Inventergy Innovations, LLC, and a subsidiary of Inventergy Global, Inc. and can be assigned to subsidiaries of Inventergy Innovation, LLC.

Sincerely,

Inventergy Innovations, LLC

By: 

Name: Joe Beyers

Title: Chairman

Agreed and accepted this ___ day of May 2016

Lopoco, Inc.

By: _____

Name: Andrew Sharp

Title: CEO