**ADDENDUM TO INVENTERGY LOPOCO DEFINITIVE AGREEMENT**

Effective as of March 21, 2018 ("Effective Date"), THIS DEFINITIVE AGREEMENT ADDENDUM ("Agreement") is entered into by and between Inventergy Innovations, LLC, Inc., a California Limited Liability Corporation with a place of business at 19925 Stevens Creek Blvd. Cupertino, CA 95014, USA ("Inventergy"), and the Low Power Company, Inc., a Delaware Corporation having an address of 212 Thompson Square Mountain View, CA 94043 USA ("Lopoco"); each of these entities is to be considered a "Party" to this Agreement.

WHEREAS, Inventergy and Lopoco entered into a Definitive Agreement (“Agreement”), Effective as of August 1, 2016 ("Effective Date"), to market Lopoco’s Server Technology with the goal of licensing such Technology and/or generating interest in the acquisition of and/or investment in Lopoco. Inventergy would represent Lopoco on an exclusive, worldwide basis, to this end; Lopoco will continue to conduct its business (i.e., marketing and sale of Lopoco-branded application software, and related support services).

WHEREAS, the parties wish to amend the Definitive Agreement (“Agreement”), Effective as of August 1, 2016 ("Effective Date"), in the manner specified herein by revision of section 4.4 and replacement of sections 5.1 and 5.2 in the Definitive Agreement (“Agreement”), Effective as of August 1, 2016 ("Effective Date") to read as follow:

**Section 4.4**

 **Advance Payments:**

Inventergy has made all Advance Payments, except the $11,000 Advance Payment due, April 30, 2017. The $11,000 Advance Payment due, April 30, 2017 is hereby waived by Lopoco.

Except as provided herein, the Definitive Agreement (“Agreement”), Effective as of August 1, 2016 ("Effective Date") shall continue in full force and effect in accordance with its terms.

**Section 5.1**

**Term And Automatic Renewal.** The Term of this Agreement is equal to an initial term of 24 months from the Effective Date, plus a two renewal term of 24 months.

**Section 5.2**

**Termination.**  This Agreement may only be terminated ("Termination") pursuant to the provisions below.

(a) **By Inventergy:** Inventergy can terminate this Agreement upon fifteen (15) days' Notice at any time, with or without cause, but no earlier than 60 days after the Effective Date (if without cause).

(b) **By Lopoco:** Lopoco can terminate this Agreement for cause, upon fifteen (15) days' Notice, for material breach by Inventergy, provided that Lopoco provides Inventergy with Notice of such breach and affords Inventergy fifteen (15) days' opportunity to cure prior to issuing Notice of Termination. In the event that Lopoco provides Notice of Termination, Inventergy shall be entitled during such fifteen (15) day Notice period to initiate the Dispute Resolution Process (see below) and any such Termination shall be stayed pending completion of the Dispute Resolution Process.

(c) **Effect of Termination:** In the event of Termination, each Party in receipt of any Gross Revenue shall deduct/reimburse Monetization Expenses (as specified elsewhere herein) from Gross Revenue and shall use any remaining Net Revenue to compute and distribute the other Party's Revenue Share as specified herein, to the extent revenue has actually been collected prior to Termination and not already been paid (see Net Revenue provisions, Section 5.3 of the Definitive Agreement (“Agreement”), Effective as of August 1, 2016 ). Following Termination, should additional revenue occur which is attributable to any Substantially Initiated Effort, such additional amounts shall be treated as Gross Revenue (see section 5.3 of the Definitive Agreement (“Agreement”), Effective as of August 1, 2016) by the Party receiving such revenue or other income, with the receiving Party performing reimbursement as indicated below and paying out to the other Party its respective Revenue Share (although being offset against any Monetization Expenses according to the terms of paragraph 5.3); in other words, Termination shall not deprive a Party of a continuing right to its Revenue Share for transactions for Substantially Initiated Efforts at the time of Termination.

**IT IS SO AGREED**, as of the Definitive Agreement Addendum, Effective Date set forth above.

 By and on behalf of Inventergy:

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Joe Beyers

 Title: CEO, Inventergy Innovations, LLC

 By and on behalf of Lopoco:

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Andrew Sharp

 Title: CEO, Low Power Company, Inc.