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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) of the SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 29, 2024

Super League Enterprise, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-38819**	**47-1990734**
(State or other jurisdiction of incorporation)	*(Commission File Number)*	*(IRS Employer Identification Number)*

2856 Colorado Avenue
Santa Monica, California 90404
(Address of principal executive offices)

(213) 421-1920
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	SLE	Nasdaq Capital Market

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

Emerging growth company ☒

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

Item 1.01. Entry Into a Material Definitive Agreement

Entry into Amended and Restated Equity Exchange Agreement

On October 29, 2024, Super League Enterprise, Inc. (the "*Company*") entered into an Amended and Restated Equity Exchange Agreement (the "*Amended Exchange Agreement*") with Infinite Reality, Inc. ("*Infinite Reality*"), which amended and restated that certain Equity Exchange Agreement, dated September 30, 2024 (the "*Exchange Agreement*"). Pursuant to the Amended Exchange Agreement, the Company will be issuing an aggregate total of 2,499,090 shares of common stock, par value $0.001 per share ("*Common Stock*"), in exchange for 216,831 shares of Infinite Reality common stock ("*Infinite Reality Common Stock*" and collectively, the "*Exchange*"). The Exchange will be consummated across two closings: (i) an initial closing of 1,215,279 shares of Common Stock in exchange for 105,445 shares of Infinite Reality Common Stock (the "*Initial Closing*"); and (ii) a second closing, subject to the approval of the Company's stockholders, of 1,283,811 shares of Common Stock for 111,386 shares of Infinite Reality Common Stock. All other terms of the Exchange Agreement were not modified.

The Exchange Shares, once exchanged pursuant to the Amended Exchange Agreement, will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), pursuant to Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder. This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

The foregoing descriptions of the Amended Exchange Agreement does not purport to be complete and is qualified in its entirety by the full text of such documents, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated by reference herein. The Amended Exchange Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company or Infinite Reality

Entry into Indemnification Agreements with Directors

On October 29, 2024, the Board of Directors of the Company (the "*Board*") approved a form of indemnification agreement (the "*Indemnification Agreement*") and authorized the Company to enter into such an Indemnification Agreement with each of the directors of the Company. The form of Indemnification Agreement provides for indemnification for all expenses and claims that a director incurs as a result of actions taken, or not taken, on behalf of the Company while serving as a director, officer, employee, controlling person, agent or fiduciary of the Company, with such indemnification to be paid within 30 days after demand.

The Indemnification Agreement provides that no indemnification will generally be provided (1) for claims brought by the director, except for a claim of indemnity under the Indemnification Agreement, if the Company approves the bringing of such claim, or if the Delaware General Corporation Law requires providing indemnification because the director has been successful on the merits of such claim, among other exceptions, (2) for claims under Section 16(b) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), (3) indemnify or advance funds to a director for a director's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by any director, or payment of any profits realized by a director from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or under any clawback policy adopted by the Company, including claw back provisions adopted to comply with Rule 10D-1 under the Exchange Act and applicable stock exchange listing requirements, or the payment to the Company of profits arising from the purchase or sale by a director of securities in violation of Section 306 of the Sarbanes-Oxley Act), and (4) for which payment has actually been made to or on behalf of a director, under any insurance policy or other indemnity provision, except to the extent provided in Section 16(b) of the Exchange Act and except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision. Indemnification will be provided to the extent permitted by law, the Company's certificate of incorporation and bylaws, and to a greater extent if by law the scope of coverage is expanded after the date of the Indemnification Agreement. In all events, the scope of coverage will not be less than what is in existence on the date of the Indemnification Agreement.

The foregoing description of the form of Indemnification Agreement is not complete and is qualified in its entirety by reference to the form of Indemnification Agreement filed herewith as Exhibit 10.2, which is incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On October 29, 2024, in connection with the consummation of the Initial Closing, the Company appointed Clark Callander to the Board, to serve until the Company's next annual meeting of stockholders or until his earlier resignation or his successor is duly elected and qualified.

Mr. Callander, 66, is currently the Co-Founder and Managing Partner of Albany Road Real Estate Partners, LLC, having served in that capacity since 2012. From 2003 to 2020, he was a Co-Founder and a member of the leadership of GCA Advisors LLC (TSE: 2174). Prior to his roles at GCA and Albany Road, Clark was a management team member at Robertson Stephens & Company from 1993 to 2002. While at Robertson Stephens, he started the Private Capital Group, headed European Investment Banking, and was co-head of Global Corporate Finance. He currently serves (or has served) as a Director of Infinite Reality, Sugar Bowl Ski Resort & Development Corp., and ChaSerg Technology Acquisition Corp. (NASD: CTAC). Mr. Callander earned a Bachelor of Sciences from Stanford University, and an M.B.A. from the Joseph Wharton School.

On October 4, 2024, the Company inadvertently announced the appointment of Mr. Callander to the Board, together with the entry into the Exchange Agreement with Infinite Reality. Mr. Callander was designated by Infinite Reality to serve on the Board pursuant to a binding Term Sheet, dated September 30, 2024, entered into between the Company and Infinite Reality (the "*Term Sheet*"); however, Mr. Clark's appointment was to be effective upon the consummation of the Initial Closing. Accordingly, Mr. Callander was officially appointed as a member of the Board in connection with the consummation of the Initial Closing. Mr. Callander also entered into an Indemnification Agreement with the Company upon his appointment. Except as disclosed herein, there are no related party transactions between the Company and Mr. Callander that would require disclosure under Item 404(a) of Regulation S-K, nor are there any further arrangements or understandings in connection with his appointment as a member of the Board. For more information on the Term Sheet, see the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on October 4, 2024. For more information on the Indemnification Agreement, see Item 1.01 "Entry into a Material Agreement," above, under the Section "Entry into Indemnification Agreements with Directors."

Item 8.01. Other Events

On October 29, 2024, the Company issued a press release announcing the Amended Exchange Agreement and the appointment of Mr. Callander. A copy of the press release is attached as Exhibit 99.1 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits Index

Exhibit No.	Description
10.1*	Amended and Restated Equity Exchange Agreement, dated October 29, 2024
10.2*	Form of Indemnification Agreement
99.1**	Press Release issued by Super League Enterprise, Inc. on October 29, 2024
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.
** Furnished herewith.

Signatures

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

Date: October 29, 2024

Super League Enterprise, Inc.
By: /s/ *Clayton Haynes*
Clayton Haynes
Chief Financial Officer

Exhibit 10.1

AMENDED & RESTATED
EQUITY EXCHANGE AGREEMENT

THIS AMENDED & RESTATED EQUITY EXCHANGE AGREEMENT (this "**Agreement**") is entered into effective October 29, 2024, by and among Infinite Reality, Inc., a Delaware corporation ("**Infinite Reality**") and Super League Enterprise Inc., a Delaware corporation ('**Super League,**" and collectively with Infinite Reality, the "**Parties**," and each, sometimes, a "**Party**"), and amends and supersedes in its entirety that certain Equity Exchange Agreement executed by the Parties on September 30, 2024,

WHEREAS, on September 30, 2024, the Parties entered into that certain Term Sheet dated September 30, 2024 (the "**Term Sheet**"); and

WHEREAS, in connection with entering into the Term Sheet, each of the Parties desire to invest in the other by exchanging shares of common stock, par value $0.001, of Infinite Reality (the "**Infinite Reality Common Stock**"), for shares of common stock, par value $0.001 per share of Super League (the "**Super League Common Stock**"), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the parties agree as follows:

1. Exchange of Shares.

(a) Exchange.

(i) Initial Exchange. On the terms and subject to the conditions set forth in this Agreement, the Initial Delivery Date (as defined below) (i) Infinite Reality will convey, transfer and assign to Super League, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description other than restrictions imposed by or arising under federal or state securities laws, and Super League will acquire and accept from Infinite Reality, 105,445 newly-issued shares of Infinite Reality Common Stock (the "**Initial Infinite Reality Shares**"), and (ii) in exchange for the transfer of the Initial Infinite Reality Shares by Infinite Reality, Super League will convey, transfer and assign to Infinite Reality, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description, other than restrictions imposed by or arising under federal or state securities laws, and Infinite Reality will acquire and accept from Super League, 1,215,279 newly-issued shares of Super League Common Stock (the "**Initial Super League Shares**") (such exchange referred to herein as the "**Initial Exchange**").

(ii) Second Exchange. On the terms and subject to the conditions set forth in this Agreement, at the Second Delivery Date (as defined below) (i) Infinite Reality will convey, transfer and assign to Super League, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description other than restrictions imposed by or arising under federal or state securities laws, and Super League will acquire and accept from Infinite Reality, 111,386 newly-issued shares of Infinite Reality Common Stock (the "**Additional Infinite Reality Shares**", and collectively with the Initial Infinite Reality Shares, the "**Infinite Reality Shares**"), and (ii) in exchange for the transfer of the Additional Infinite Reality Shares by Infinite Reality to Super League, Super League will convey, transfer and assign to Infinite Reality, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description, other than restrictions imposed by or arising under federal or state securities laws, and Infinite Reality will acquire and accept from Super League, 1,283,811 newly-issued Super League Shares (the "**Additional Infinite Reality Shares**", and collectively with the Initial Super) (such exchange referred to herein as the "**Second Exchange**", and collectively with the Initial Exchange, the "**Exchange**").

(b) Closings.

(i) Initial Closing. The consummation of the Initial Exchange (the "**Initial Closing**") shall occur in accordance with the provisions of Section 4(d)(i), below.

(ii) Second Closing. The consummation of the Second Exchange (the "**Second Closing**") shall occur in accordance with the provisions of Section 4(d)(ii), below.

2. Representations and Warranties of Infinite Reality. Infinite Reality hereby represents and warrants to Super League, all of which representations and warranties are true, complete, and correct in all respects as of the date hereof and as of the Delivery Date, as follows:

(a) Organization and Qualification. Infinite Reality is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Infinite Reality is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except where the failure to be so licensed or qualified, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Restrictions, Consents or Approvals. Infinite Reality has the requisite power and authority to enter into and perform its obligations under this Agreement and to issue the Infinite Reality Shares in accordance with the terms hereof. This Agreement has been duly executed by Infinite Reality and constitutes the legal, valid, binding and enforceable obligation of Infinite Reality, enforceable against Infinite Reality in accordance with its terms. The execution and delivery of this Agreement and the consummation by Infinite Reality of the transactions contemplated herein do not and will not (A) conflict with or violate any of the terms of the articles of incorporation and bylaws of Infinite Reality or any applicable law relating to Infinite Reality, (B) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any material agreement, obligation or instrument by which Infinite Reality is bound or to which any property of Infinite Reality is subject, or constitute a default thereunder, other than those material agreements, obligations or instruments for which Infinite Reality has obtained consent for the transactions contemplated under this Agreement, (C) result in the creation or imposition of any lien on any of the assets of Infinite Reality, (D) constitute an event permitting termination of any agreement or instrument to which Infinite Reality is a party or by which any property or asset of Infinite Reality is bound or affected, pursuant to the terms of such agreement or instrument, other than those material agreements or instruments for which Infinite Reality has obtained consent for the transactions contemplated under this Agreement, or (E) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any license, permit or other governmental authorization to which Infinite Reality is a party or by which Infinite Reality may be bound, or result in the violation by Infinite Reality of any laws to which Infinite Reality may be subject, or which would adversely affect the transactions contemplated herein. Other than the prior written approval of Newbury Street Acquisition Corporation, receipt of which has been obtained by Infinite Realty, no authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other person is necessary or required in connection with the execution and delivery by Infinite Reality of this Agreement or the performance by Infinite Reality of its obligations hereunder.

(c) Capitalization. The Infinite Reality Shares are the only class of the issued and outstanding shares of common stock of Infinite Reality. No securities of Infinite Reality are entitled to pre-emptive or similar rights, and no person has any right of first refusal, pre-emptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. The issuance of the Infinite Reality Shares contemplated by this Agreement will not, immediately or with the passage of time; (A) obligate Infinite Reality to issue common stock of Infinite Reality or other securities (including but not limited to any securities in any subsidiary of Infinite Reality) to any person, or (B) result in a right of any holder of Infinite Reality securities to adjust the exercise, conversion, exchange or reset price of such securities.

(d) Issuance of Shares. The Infinite Reality Shares have been duly authorized and, upon issuance in accordance with the terms hereof, shall be validly issued and free from all taxes, liens and charges with respect to the issue thereof, and the Infinite Reality Shares shall be fully paid and non-assessable with the holder being entitled to all rights accorded to all other holders of common stock, par value $0.001, of Infinite Reality.

(e) Investment Representations.

(i) Infinite Reality understands that the Super League Shares have not been registered under the Securities Act or any other applicable securities laws. Infinite Reality also understands that the Super League Shares are being offered pursuant to an exemption from the registration requirements of the Securities Act, under Section 4(2) and/or Regulation D of the Securities Act.

(ii) Infinite Reality has received all the information it considers necessary or appropriate for deciding whether to acquire the Super League Shares. Infinite Reality understands the risks involved in an investment in the Super League Shares. Infinite Reality further represents that it has had an opportunity to ask questions and receive answers from Super League regarding the business, properties, prospects, and financial condition of Super League and to obtain such additional information necessary to verify the accuracy of any information furnished to Infinite Reality or to which Infinite Reality had access. Infinite Reality further represents that it is an “accredited investor” within the meaning of Rule 501(a) of the Securities Act.

(iii) Infinite Reality is acquiring the Super League Shares for its own account for investment only and not with a view towards their resale or “distribution” (within the meaning of the Securities Act) of any part of the Super League Shares.

(iv) Infinite Reality understands that the Super League Shares may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws or pursuant to an exemption therefrom, and in each case in compliance with the conditions set forth in this Agreement. Infinite Reality acknowledges and is aware that the Super League Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until Infinite Reality has held the Super League Shares for the applicable holding period under Rule 144 or registered under the Securities Act.

(v) Infinite Reality acknowledges and agrees that the book-entry issuance by the Company's transfer agent, Issuer Direct, shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

(f) No Broker Fees. Infinite Reality has not incurred and will not incur any liability for finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, including but not limited to the issuance of the Infinite Reality Shares and the receipt of the Super League Shares.

(g) No Reliance. Infinite Reality has not relied on and is not relying on any representations, warranties or other assurances regarding Super League other than those representations and warranties set forth in this Agreement.

3. Representations and Warranties of Super League. Super League hereby represents and warrants to Infinite Reality, all of which representations and warranties are true, complete, and correct in all respects as of the date hereof and as of the Delivery Date, as follows:

(a) Organization and Qualification. Super League is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as now being conducted. Super League is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except where the failure to be so licensed or qualified, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Restrictions, Consents or Approvals. Super League has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to issue the Super League Shares in accordance with the terms hereof. Except for approvals of Super League's Board of Directors or a committee thereof as may be required in connection with any issuance and sale of Super League Shares to Infinite Reality hereunder, the execution, delivery and performance by Super League of this Agreement and the consummation by it of the transactions contemplated herein have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of Super League, its Board of Directors or its stockholders is required. Once executed, this Agreement will constitute a valid and binding obligation of Super League enforceable against Super League in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application (including any limitation of equitable remedies).

(c) Capitalization. The authorized capital stock of Super League, inclusive of common and preferred classes, and the shares thereof issued and outstanding were as set forth in the Commission Documents as of the dates reflected therein. Except as set forth in the Commission Documents, there are no agreements or arrangements under which Super League is obligated to register the sale of any securities under the Securities Act. Except as set forth in the Commission Documents, no securities of Super League are entitled to preemptive rights and there are no outstanding debt securities and no contracts, commitments, understandings, or arrangements by which Super League is or may become bound to issue additional shares of the capital stock of Super League or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of Super League other than those issued or granted in the ordinary course of business pursuant to Super League's equity incentive and/or compensatory plans or arrangements. Except for customary transfer restrictions contained in agreements entered into by Super League to sell restricted securities, or with respect to equity securities issued pursuant to compensatory plans or arrangements, or as set forth in the Commission Documents, Super League is not a party to, and it has no knowledge of, any agreement restricting the voting or transfer of any shares of the capital stock of Super League. Except as set forth in the Commission Documents, there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by this Agreement or the consummation of the transactions described herein or therein. Super League has filed with the Commission true and correct copies of Super League's Second Amended and Restated Certificate of Incorporation as in effect on the Delivery Date (the "**Charter**"), and Super League's Amended and Restated Bylaws as in effect on the Delivery Date (the "**Bylaws**").

(d) Issuance of Shares. Except to the extent stockholder approval is required for the consummation of the Second Exchange, the Super League Shares to be issued under this Agreement have been duly authorized by all necessary corporate action on the part of Super League. The Super League Shares shall be validly issued and outstanding, fully paid and non-assessable and free from all liens, charges, taxes, security interests, encumbrances, rights of first refusal, preemptive or similar rights and other encumbrances with respect to the issue thereof, and Infinite Reality shall be entitled to all rights accorded to a holder of unregistered shares of Super League Common Stock.

(e) Investment Representations.

(i) Super League understands that the Infinite Reality Shares have not been registered under the Securities Act or any other applicable securities laws. Super League also understands that the Infinite Reality Shares are being offered pursuant to an exemption from the registration requirements of the Securities Act, under Section 4(2) and/or Regulation D of the Securities Act.

(ii) Super League has received all the information it considers necessary or appropriate for deciding whether to acquire the Infinite Reality Shares. Super League understands the risks involved in an investment in the Infinite Reality Shares. Super League further represents that it has had an opportunity to ask questions and receive answers from Infinite Reality regarding the business, properties, prospects, and financial condition of Infinite Reality and to obtain such additional information necessary to verify the accuracy of any information furnished to Super League or to which Super League had access. Super League further represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act.

(iii) Super League is acquiring the Infinite Reality Shares for its own account for investment only and not with a view towards their resale or "distribution" (within the meaning of the Securities Act) of any part of the Infinite Reality Shares.

(iv) Super League understands that the Infinite Reality Shares may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws or pursuant to an exemption therefrom, and in each case in compliance with the conditions set forth in this Agreement. Super League acknowledges and is aware that the Infinite Reality Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until Super League has held the Infinite Reality Shares for the applicable holding period under Rule 144 or registered under the Securities Act.

(v) Super League acknowledges and agrees that each certificate representing the Infinite Reality Shares shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(f) No Conflicts. The execution, delivery and performance by Super League of this Agreement and the consummation by Super League of the transactions contemplated hereby and thereby do not and shall not (i) result in a violation of any provision of Super League's Charter or Bylaws, (ii) conflict with or constitute a material default (or an event which, with notice or lapse of time or both, would become a material default) under, or give rise to any rights of termination, amendment, acceleration or cancellation of, any agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which Super League or any of its Subsidiaries is a party or is bound, (iii) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, judgment or decree applicable to Super League or any of its Subsidiaries (including federal and state securities laws and regulations and the rules and regulations of the Trading Market or applicable Eligible Market), except, in the case of clauses (ii) and (iii), for such conflicts, defaults, terminations, amendments, acceleration, cancellations, liens, charges, encumbrances and violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as specifically contemplated by this Agreement or as may be required under any federal or applicable state securities laws and applicable rules of the Trading Market, Super League is not required under any federal, state or local rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement, or to issue the Super League Shares to Infinite Reality in accordance with the terms hereof (other than such consents, authorizations, orders, filings or registrations as have been obtained or made prior to the Delivery Date); provided, however, that, for purposes of the representation made in this sentence, Super League is assuming and relying upon the accuracy of the representations and warranties of Infinite Reality in this Agreement and the compliance by it with its covenants and agreements contained in this Agreement.

(g) SEC Documents, Financial Statements; Disclosure Controls and Procedures; Internal Controls Over Financial Reporting.

(i) Since April 15, 2024, Super League has timely filed (giving effect to permissible extensions in accordance with Rule 12b-25 under the Exchange Act) all filings required to be filed with or furnished to the Commission by Super League under the Securities Act or the Exchange Act, including those required to be filed with or furnished to the Commission under Section 13(a) or Section 15(d) of the Exchange Act (the "**SEC Documents**"). As of the date of this Agreement, no Subsidiary of Super League is required to file or furnish any report, schedule, registration, form, statement, information or other document with the Commission. As of its filing date, each SEC Document filed with or furnished to the Commission prior to the date hereof and the Delivery Date complied in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and other federal, state and local laws, rules and regulations applicable to it, and, as of its filing date (or, if amended or superseded by a filing prior to the date hereof and the Delivery Date, on the date of such amended or superseded filing). The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by Super League under the Securities Act or the Exchange Act.

(ii) The consolidated financial statements of Super League included or incorporated by reference in the Commission Documents, together with the related notes and schedules, present fairly, in all material respects, the consolidated financial position of Super League and its then consolidated Subsidiaries as of the dates indicated, and the consolidated results of operations, cash flows and changes in stockholders' equity of Super League and its then consolidated Subsidiaries for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act, as applicable, and in conformity with generally accepted accounting principles in the United States ("**GAAP**") applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved. The summary consolidated financial data included or incorporated by reference in the SEC Documents present fairly the information shown therein and have been compiled on a basis consistent with that of the financial statements included or incorporated by reference in the Commission Documents, as of and at the dates indicated. The pro forma condensed combined financial statements and the pro forma combined financial statements and any other pro forma financial statements or data included or incorporated by reference in the Commission Documents comply with the requirements of Regulation S-X of the Securities Act, including, without limitation, Article 11 thereof, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the circumstances referred to therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Commission Documents that are not included or incorporated by reference as required. Super League and its Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" as that term is used in Accounting Standards Codification Paragraph 810-10-25-20), not described in Commission Documents which are required to be described in the Commission Documents. All disclosures contained or incorporated by reference in the Commission Documents, if any, regarding "non-

GAAP financial measures” (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable.

(iii) Super League has timely filed all certifications and statements Super League is required to file under (A) Rule 13a-14 or Rule 15d-14under the Exchange Act or (B) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to all Commission Documents with respect to which Super League is required to file such certifications and statements thereunder.

(h) No Material Adverse Effect; Absence of Certain Changes. Except as disclosed in the Commission Documents, since the date of the most recent audited financial statements of Super League included or incorporated by reference in the Commission Documents, (a) there has not occurred any Material Adverse Effect, or any development that would result in a Material Adverse Effect, and (b) Super League and its Subsidiaries have conducted their respective businesses in the ordinary course of business consistent with past practice in all material respects.

(i) No Material Defaults. Except as set forth in the Commission Documents, neither Super League nor any Subsidiary has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect. Since January 1, 2023, Super League has not filed a report pursuant to Section 13(a) or 15(d) of the Exchange Act indicating that it (i) has failed to pay any dividend or sinking fund installment on preferred stock or (ii) has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect.

(j) Material Contracts. Neither Super League nor any of its Subsidiaries is in material breach of or default in any respect under the terms of any material contract and, to the knowledge of Super League, as of the date hereof, no other party to any material contract is in material breach of or default under the terms of any material contract. Each material contract is in full force and effect and is a valid and binding obligation of Super League or the Subsidiary of Super League that is party thereto and, to the knowledge of Super League, is a valid and binding obligation of each other party thereto. Super League has not received any written notice of the intention of any other party to a material contract to terminate for default, convenience or otherwise, or not renew, any material contract.

(k) Solvency. Super League has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to Title 11 of the United States Code or any similar federal or state bankruptcy law or law for the relief of debtors, nor does Super League have any knowledge that its creditors intend to initiate involuntary bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under Title 11 of the United States Code or any other federal or state bankruptcy law or any law for the relief of debtors.

(l) Actions Pending. There are no legal or governmental proceedings pending or, to the knowledge of Super League, threatened to which Super League or any Subsidiary is a party or to which any of the properties of Super League or any Subsidiary is subject other than proceedings accurately described in all material respects in the Commission Documents and proceedings that would not have a Material Adverse Effect on Super League and its subsidiaries, taken as a whole, and there are no statutes, regulations, contracts or other documents that are required to be described in any of the Commission Documents or to be filed as exhibits to any of the Commission Documents that are not described or filed as required.

(m) Compliance with Law. Except as disclosed in the Commission Documents, Super League has not received written notice that it, or any of its subsidiaries, are not conducting its business in compliance with all laws, rules and regulations of the jurisdictions in which Super League or any of its Subsidiaries is conducting business that are applicable to Super League or any of its Subsidiaries, or any of their respective businesses or properties, except where such non-compliance with such laws, rules and regulations would not result in a Material Adverse Effect.

(n) Certain Fees. Neither Super League nor any Subsidiary has incurred or will incur any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated.

(o) Disclosure. Other than disclosures made by Super League to Infinite Reality pursuant to that certain Confidentiality Agreement entered into by the Parties dated September 6, 2024, Super League confirms that neither it nor any other person acting on its behalf has provided the Investor or any of its agents, advisors or counsel with any information that constitutes or could reasonably be expected to constitute material, nonpublic information concerning Super League or any of its subsidiaries, other than the existence of the transactions contemplated by this Agreement.

(p) No Integrated Offering. None of Super League, its Subsidiaries or any of their Affiliates, nor any person acting on 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 require registration of the issuance of any of the Super League Shares under the Securities Act, whether through integration with prior offerings or otherwise, or cause the issuance of the Super League Shares to require approval of stockholders of Super League under any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of the Trading Market. None of Super League, its Subsidiaries, their Affiliates nor any person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of the issuance of any of the Super League Shares under the Securities Act or cause the offering of any of the Shares to be integrated with other offerings.

(q) Listing and Maintenance Requirements; DTC Eligibility. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and Super League has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, nor has Super League received any notification that the Commission is contemplating terminating such registration. Other than as set forth in the Commission Documents, Super League has not received notice from the Trading Market to the effect that Super League is not in compliance with the listing or maintenance requirements of the Trading Market. The Common Stock is eligible for participation in the DTC book entry system and have shares on deposit at DTC for transfer electronically to third parties via DTC through the Direct Registration System ("**DRS**") or Deposit/Withdrawal at Custodian ("**DWAC**") delivery system. Super League has not received notice from DTC to the effect that a suspension of, or restriction on, accepting additional deposits of the Super League Shares, electronic trading or book-entry services by DTC with respect to the Super League Shares are being imposed or is contemplated.

(r) No Broker Fees. Super League had not incurred and will not incur any liability for finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, including but not limited to the issuance of the Super League Shares and the receipt of the Infinite Shares.

(s) No Reliance. Super League has not relied on and is not relying on any representations, warranties or other assurances regarding Infinite Reality other than the representations and warranties expressly set forth in this Agreement.

4. Closing.

(a) Conditions to Infinite Reality's Obligations. With respect to each of the Initial Closing and the Second Closing, the obligations of Infinite Reality under this Agreement, (including, without limitation, the obligation to transfer the Infinite Reality Shares in exchange for the Super League Shares) shall be subject to satisfaction of the following conditions, unless waived by Infinite Reality: (i) Infinite Reality and Super League shall have performed in all material respects all agreements, and satisfied in all material respects all conditions on its part to be performed or satisfied hereunder, at or prior to the Initial Delivery Date or Second Delivery Date, as applicable; (ii) all of the representations and warranties of Super League herein shall have been true and correct in all material respects on and as of the date hereof and the Initial Delivery Date or the Second Delivery Date, as applicable; (iii) Super League shall have executed and delivered to Infinite Reality all documents necessary to issue the Infinite Reality Shares to Super League, as contemplated by this Agreement (including those documents described in Section 4(d)); and (iv) Super League shall have obtained or made, as applicable, all consents, authorizations and approvals from, and all declarations, filings and registrations required to consummate the transactions contemplated by this Agreement, including all items required under the incorporation document and bylaws of Super League; *provided, however,* the consents required under Section 4(c), below, shall not be required for the Initial Closing.

(b) Conditions to Super League's Obligations. With respect to each of the Initial Closing and the Second Closing, the obligations of Super League under this Agreement, (including, without limitation, the obligation to issue the Super League Shares in exchange for the Infinite Reality Shares) shall be subject to satisfaction of the following conditions, unless waived by Super League: (i) Infinite Reality and Super League shall have performed in all respects all agreements, and satisfied in all respects all conditions on their part to be performed or satisfied hereunder, at or prior to the Delivery Date; (ii) all of the representations and warranties of Infinite Reality herein shall have been true and correct in all material respects on and as of the date hereof and the Delivery Date; (iii) Infinite Reality shall have executed and delivered to Super League all documents necessary to transfer the Super League Shares to Infinite Reality, as contemplated by this Agreement (including those documents described in Section 4(d)) and (iv) Infinite Reality shall have obtained or made, as applicable, all consents, authorizations and approvals from, and all declarations, filings and registrations required to consummate the transactions contemplated by this Agreement, including all items required under the incorporation document and bylaws of Infinite Reality and Super League, respectively.

(c) Conditions to Obligations of all Parties. With respect to the Second Closing, the obligations of each of the Parties under this Agreement (including, without limitation, the obligations of Infinite Reality to transfer the Infinite Reality Shares and Super League to transfer the Super League Shares) shall be subject to Super League receiving the approval of issuance of the Super League Shares by Super League's stockholders at its next annual meeting of its stockholders, as required by Listing Rule 5635(b) and 5635(d) of the Nasdaq Capital Market.

(d) Closing Documents.

(i) The following shall apply with respect to the Initial Closing of the Exchange:

(1) No later than the third (3rd) Business Day after the satisfaction of the conditions set forth in Section 4(a) and Section 4(b), above (the "**Initial Delivery Date**"), Infinite Reality shall deliver to Super League, in form and substance reasonably satisfactory to Super League, (i) certificates evidencing the Initial Infinite Reality Shares, together with stock powers duly authorized for such certificates to allow such certificates to be registered in the name of Super League; and (ii) copies of resolutions adopted by the board of directors of Infinite Reality and certified by an executive officer of Infinite Reality authorizing the execution of this Agreement and delivery of, and performance of Infinite Reality's obligations under, this Agreement, including but not limited to the issuance of the Infinite Reality Shares.

(2) On the Initial Delivery Date, Super League shall deliver to Infinite Reality, in form and substance reasonably satisfactory to Infinite Reality, (i) evidence that the Initial Super League Shares have been issued in book-entry form with the Company's transfer agent, Issuer Direct, and (ii) copies of resolutions adopted by the board of directors of Super League and certified by an executive officer of Super League authorizing the execution of this Agreement and delivery of, and performance of Super League's obligations under, this Agreement, including but not limited to the issuance of the Super League Shares.

(ii) The following shall apply with respect to the Second Closing of the Exchange:

(1) No later than the third (3rd) Business Day after the satisfaction of the conditions set forth in Section 4(a), Section 4(b), and Section 4(c), above (the "**Second Delivery Date**"), Infinite Reality shall deliver to Super League, in form and substance reasonably satisfactory to Super League, (i) certificates evidencing the Infinite Reality Shares, together with stock powers duly authorized for such certificates to allow such certificates to be registered in the name of Super League; and (ii) copies of resolutions adopted by the board of directors of Infinite Reality and certified by an executive officer of Infinite Reality authorizing the execution of this Agreement and delivery of, and performance of Infinite Reality's obligations under, this Agreement, including but not limited to the issuance of the Infinite Reality Shares.

(2) On the Second Delivery Date, Super League shall deliver to Infinite Reality, in form and substance reasonably satisfactory to Infinite Reality, (i) evidence that the Super League Shares have been issued in book-entry form with the Company's transfer agent, Issuer Direct, and (ii) copies of resolutions adopted by the board of directors of Super League and certified by an executive officer of Super League authorizing the execution of this Agreement and delivery of, and performance of Super League's obligations under, this Agreement, including but not limited to the issuance of the Super League Shares.

5. Survival of Representations and Warranties. None of the representations, warranties and covenants of Infinite Reality or Super League contained in this Agreement shall survive the Closing except that the representations in Section 2(a), Section 2(b), Section 2(c), Section 2(d), Section 2(e), Section 3(a), Section 3(b), Section 3(c), Section 3(d), and Section 3(e), shall survive until the latest date permitted by applicable law. Except as specifically set forth in the preceding sentence, no other representation, warranty or covenant of any party set forth in this Agreement will survive the Closing, and no party will have any rights or remedies after the Closing with respect to any misrepresentation of or inaccuracy in any such representation, warranty or covenant.

6. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms as set forth below.

(a) "**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Person, as such terms are used in and construed under Rule 144 of the Securities Act.

(b) "**Business Day**" means any day other than (i) Saturday or Sunday and (ii) any other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

(c) "**Commission Documents**" shall mean those documents filed by the Company with the Securities and Exchange Commission by the Company since August 14, 2024, the date on which the Company filed its quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2024. For purposes of this Agreement, all references to a registration statement (on any form), or prospectus, or to any amendment or supplement thereto, or any other document filed by the Company pursuant to the Securities Act or the Exchange Act, shall be deemed to include the most recent copy of any such document filed with the Commission through its Electronic Data Gathering Analysis and Retrieval System, or if applicable, the Interactive Data Electronic Applications system used by the Securities and Exchange Commission (collectively, "**EDGAR**")

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

(e) "**Material Adverse Effect**" means (i) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any material adverse effect on the legality, validity or enforceability of this Agreement or the transactions contemplated hereby, (ii) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any effect on the business, operations, properties or financial condition of the Company that is material and adverse to the Company and its Subsidiaries, taken as a whole, and/or (iii) any condition, occurrence, state of facts or event that would, or insofar as reasonably can be foreseen would likely, prohibit or otherwise materially interfere with or delay the ability of the Company to perform any of its obligations under this Agreement; provided, however, that with respect to clause (ii), in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Material Adverse Effect" (except in the case of clause (a), (b), (d) and (f), in each case, to the extent that such event, change, circumstance or development disproportionately affects the Company and its Subsidiaries, taken as a whole, as compared to other similarly situated entities operating in any of the industries in which the Company or any of its Subsidiaries operates): (a) any change or development in applicable laws or GAAP or any official interpretation thereof, (b) any change or development in interest rates or economic, political, legislative, regulatory, financial, commodity, currency, bitcoin mining, cryptocurrency, electricity or natural gas conditions or other market conditions generally affecting any of the foregoing, the economy or the industry in which the Company or any of its Subsidiaries operates, (c) the announcement or the execution of this Agreement, or the performance of the Company's obligations under this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, regulatory agencies, partners, providers and employees, (d) any change or development generally affecting any of the industries or markets in which the Company or any of its Subsidiaries operates, (e) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wildfire or other natural disaster, epidemic, disease outbreak, pandemic (including the COVID-19 or SARS-CoV-2 virus (or any mutation or variation thereof or related health condition)), weather condition, explosion, fire, act of God or other force majeure event (other than any such event resulting in material destruction or permanent damage to the Company powerplant and/or a material portion of the equipment located therein, all of which may be taken into account for purposes of determining whether a Material Adverse Effect has occurred or is reasonably likely to occur), or (f) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, the Company operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack (including any internet or "cyber" attack or hacking) upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment or personnel.

(f) "**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

(g) "**Subsidiary**" shall mean any corporation or other entity of which at least a majority of the securities or other ownership interest having ordinary voting power for the election of directors or other persons performing similar functions are at the time owned directly or indirectly by the Company and/or any of its other Subsidiaries.

(h) "**Trading Market**" means The Nasdaq Capital Market (or any nationally recognized successor thereto).

(i) "**Eligible Market**" means The Nasdaq Capital Market (or any nationally recognized successor to any of the foregoing).

7. General Provisions.

(a) Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware, County of New Castle, including but not limited to the Court of Chancery, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such Party at the address set forth in Section 7(d) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(b) Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

(c) Waiver. The waiver by either party of a breach of or default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement. Further, any failure or delay on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder shall not operate as a waiver of any such right or remedy or preclude other or further exercise thereof or of any other right or remedy.

(d) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party may specify in writing pursuant to this Section 7(d). Such notice shall be deemed given: (i) if delivered personally, upon delivery as evidenced by delivery records; (ii) if sent by email, upon confirmation of receipt; (iii) if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; of (iv) if sent by nationally recognized express courier, one (1) business day after date of delivery with such courier.

If to Infinite Reality:

Infinite Reality, Inc.
50 Washington St Ste 402E. Norwalk, CT 06854-2710
Norwalk, CT 06854-2710
Attn: John Canning, Chief Financial Officer
Email: jc@theinfinitereality.com

If to Super League:

Super League Enterprise, Inc.
2856 Colorado Ave., Santa Monica, CA 90404
Attention: Clayton Haynes, Chief Financial Officer
Email: clayton.haynes@superleague.com

(e) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights or benefits upon any person other than the parties hereto, and no other person shall have any rights or remedies hereunder.

(f) **Public Announcements.** Each of Infinite Reality and Super League will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to this Agreement and the transaction contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law (including but not limited to any federal or state securities laws), rule or regulation, court process or by obligations pursuant to any listing agreement with any national securities exchange.

(g) **Interpretation.** For purposes of this Agreement, the following rules of interpretation shall apply, except to the extent otherwise expressly provided or the context otherwise requires:

(i) any reference to "$" shall mean U.S. dollars;

(ii) references to "Exhibit," "Annex,", "Appendix", "Article," "Section" or "Sections" in this Agreement refer to the corresponding exhibit, annex, article, section or sections, respectively, of this Agreement;

(iii) all exhibits, appendices, and annexes attached hereto or referred to herein, are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any exhibit, appendix, annex but not otherwise respectively defined therein shall be defined as set forth in this Agreement;

(iv) the headings and captions of each exhibit, appendix, annex, article and section in this Agreement, are provided for convenience only and shall not affect the construction or interpretation of this Agreement;

(v) any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa;

(vi) the words such as "herein," "hereof," "hereunder" and "herewith" in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear;

(vii) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Entire Agreement. 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.

(i) Counterparts. This Agreement may be executed in one or more counterparts (including fax, electronic mail and DocuSign counterparts) each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

[*Signature Page Follows*]

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

INFINITE REALITY, INC.

By: /s/ *John Acunto*
Name: John Acunto
Its: Chief Executive Officer

SUPER LEAGUE ENTERPRISE INC.

By: /s/ *Ann Hand*
Name: Ann Hand
Its: Chief Executive Officer

[Signature Page to A&R Equity Exchange

Exhibit 10.2

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("**Agreement**"), dated as of [●], is by and between Super League Enterprise, Inc., a Delaware corporation (the "**Company**"), and [●] (the "**Indemnitee**").

RECITALS

WHEREAS, the Company expects Indemnitee to join the Company as a director;

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

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

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

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

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

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

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

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

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

(iii) individuals who on the date of this Agreement constitute the Board (including for this purpose any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date of this Agreement or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board; or

(iv) there occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

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

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

(i) any actual, threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation or other alternative dispute resolution mechanism, investigation, inquiry, administrative hearing or any other proceeding, whether brought in the right of the Company or otherwise, whether civil, criminal, administrative, arbitrative, legislative, investigative (formal or informal) or other nature, including any appeal therefrom, and whether made pursuant to federal, state or other law. A Claim also includes a situation the Indemnitee believes in good faith may lead to or culminate in the institution of a Claim; or

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

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

(e) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee.

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

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

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

(i) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently performs, nor in the past five years has performed, services for either: (i) the Company or Indemnitee (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) "**Losses**" means any and all Expenses, damages, losses, liabilities, obligations, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

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

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

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

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

3. Indemnification. Subject to Section 9 and Section 10 of this Agreement, the Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, Claims in which the Indemnitee is solely a witness, any Claim in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of an Indemnifiable Event or by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting in connection with an Indemnifiable Event.

4. Advancement of Expenses. The Company will advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Claim (or any part of any Claim) not initiated by Indemnitee or any Claim (or any part of any Claim) initiated by Indemnitee if (i) the Claim or part of any Claim is to enforce Indemnitee's rights to obtain indemnification or advancement of Expenses from the Company or Enterprise, including a proceeding initiated pursuant to Section 11 or (ii) the Board authorized the Claim (or any part of any Claim) prior to its initiation. . Without limiting the generality or effect of the foregoing, within 30 days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances, Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company, thus Indemnitee qualifies for advances upon the execution of this Agreement and delivery to the Company. No other form of undertaking is required other than the execution of this Agreement. The Company will make advances without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement.. Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured and no interest shall be charged thereon.

5 . Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 4, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect relating to Claims relating to Indemnifiable Events, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company. However, in the event that Indemnitee is ultimately determined not to be entitled to such indemnification or insurance recovery, as the case may be, then all amounts advanced under this Section 5 shall be repaid. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith.

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

Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with any Claim the extent that Indemnitee is successful, on the merits or otherwise. If Indemnitee is not wholly successful in such Claim but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Claim, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section 6 and without limitation, the termination of any claim, issue or matter in such a Claim by dismissal, with or without prejudice, will be deemed to be a successful result as to such claim, issue or matter.

7. Notification and Defense of Claims.

(a) Notification of Claims. Indemnitee shall notify the Company in writing as soon as practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnitee could seek Expense Advances, including a brief description (based upon information then available to Indemnitee) of the nature of, and the facts underlying, such Claim. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder except that the Company shall not be liable to indemnify Indemnitee under this Agreement with respect to any judicial award in a Claim related to an Indemnifiable Event if the Company was not given a reasonable and timely opportunity to participate at its expense in the defense of such action.

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

8. Procedure upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Claim. Indemnification shall be made insofar as the Company determines Indemnitee is entitled to indemnification in accordance with Section 9 below. Indemnitee’s failure to notify the Company will not relieve the Company from any obligation it may have to Indemnitee under this Agreement, and any delay in so notifying the Company will not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company will, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification or advancement. The Company will be entitled to participate in the Claim at its own expense.

9. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Losses relating to such Claim in accordance with Section 3 to the fullest extent allowable by law.

(ii) Notwithstanding any other provision of this Agreement and to the fullest extent permitted by applicable law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Claim to which Indemnitee is not a party but to which Indemnitee is a witness, deponent, interviewee, or otherwise asked to participate.

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

(i) if no Change in Control has occurred, (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum or (C) if there are no such Disinterested Directors, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; and

(ii) if a Change in Control shall have occurred, (A) if the Indemnitee so requests in writing, by a majority vote of the Disinterested Directors, even if less than a quorum of the Board or (B) otherwise, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee.

The Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within 30 days of such request, any and all Expenses incurred by Indemnitee in cooperating with the person or persons making such Standard of Conduct Determination.

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

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

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

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

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

then the Company shall pay to Indemnitee, within [ten days] after the later of (A) the Notification Date or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) is satisfied, an amount equal to such Losses.

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

(f) Presumptions and Defenses.

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

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements supplied or furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) or on the advice of legal counsel for the Company, its subsidiaries, or an Enterprise as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company , its subsidiaries, or an Enterprise. Furthermore, Indemnitee will be deemed to have acted in a manner “not opposed to the best interests of the Company,” as referred to in this Agreement if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan. The provisions of this Section 9(f)(ii) are not exclusive and do not limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent, employee, trustee, partner, managing member or fiduciary of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or by settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not meet any applicable standard of conduct or have any particular belief, or, with respect to any criminal Claim, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful or that indemnification hereunder is otherwise not permitted.

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

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

(a) indemnify or advance funds to Indemnitee for Expenses or Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, officers, employees or other indemnitees and not by way of defense, except:

(i) Claims referenced in Section 5 above (unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous);

(ii) where the Company has joined in or the Board has authorized or consented to the initiation of any such Claim (or any part of any Claim); or

(iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law.

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

(d) indemnify or advance funds to Indemnitee for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee, or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or under any clawback policy adopted by the Company, including claw back provisions adopted to comply with Rule 10D-1 under the Exchange Act and applicable stock exchange listing requirements, or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act).

(e) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except to the extent provided in Section 16(b) of the Exchange Act and except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision.

11. <u>Remedies of Indemnitee.</u>

(a) Indemnitee may commence litigation against the Company in the Delaware Court of Chancery to obtain indemnification or advancement of Expenses provided by this Agreement in the event that (i) a determination is made pursuant to Section 9 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) the Company does not advance Expenses pursuant to Section 4 of this Agreement, (iii) the determination of entitlement to indemnification is not made pursuant to Section 9 of this Agreement within the determination period provided therein, (iv) the Company does not indemnify Indemnitee pursuant to this Agreement within thirty (30) days after receipt by the Company of a written request therefor, or (v) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Claim designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee must commence such Claim seeking an adjudication or an award in arbitration within three hundred sixty (360) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 11(a); provided, however, that the foregoing clause does not apply in respect of a Claim brought by Indemnitee to enforce Indemnitee's rights under Section 6 of this Agreement. The Company will not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) If a determination is made pursuant to Section 9 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 11 will be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee may not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 11 the Company will have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be and will not introduce evidence of the determination made pursuant to Section 9(b) of this Agreement.

(c) If a determination is made pursuant to Section 9 of this Agreement that Indemnitee is entitled to indemnification, the Company will be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 11, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company is, to the fullest extent not prohibited by law, precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 11 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and will stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee shall not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company, to the fullest extent permitted by law, will (within thirty (30) days after receipt by the Company of a written request therefor) advance to Indemnitee such Expenses which are incurred by Indemnitee in connection with any action concerning this Agreement, Indemnitee's right to indemnification or advancement of Expenses from the Company, or concerning any directors' and officers' liability insurance policies maintained by the Company and will indemnify Indemnitee against any and all such Expenses unless the court determines that each of the Indemnitee's claims in such Claim were made in bad faith or were frivolous or are prohibited by law.

12. Settlement of Claims. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The Company shall not settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on the Indemnitee without the Indemnitee's prior written consent.

13. Duration. This Agreement continues until and terminates upon the later of (i) six (6) years after the date that Indemnitee ceases to serve or act as a director, officer, employee, fiduciary, or agent of the Company or any other Enterprise (the "Corporate Status"). and (ii) one (1) year after the final termination of any Claim then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any Claim commenced by Indemnitee pursuant to Section 11 of this Agreement relating thereto. The indemnification and advancement of Expenses rights provided by or granted pursuant to this Agreement are binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), continue as to an Indemnitee who has ceased to be or act as a director, officer, employee or agent of the Company or of any other Enterprise, and inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

14. Non-Exclusivity.

(a) The indemnification and advancement of Expenses provided by this Agreement are not exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's bylaws or certificate of incorporation, any agreement, a vote of stockholders or a resolution of directors, or otherwise. The indemnification and advancement of Expenses provided by this Agreement may not be limited or restricted by any amendment, alteration or repeal of this Agreement in any way with respect to any action taken or omitted by Indemnitee in Indemnitee's Corporate Status occurring prior to any amendment, alteration or repeal of this Agreement. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's bylaws or certificate of incorporation, or this Agreement, it is the intent of the parties hereto that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy is cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, will not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more Persons with whom or which Indemnitee may be associated.

(i) The Company hereby acknowledges and agrees:

(1) the Company is the indemnitor of first resort with respect to any request for indemnification or advancement of Expenses made pursuant to this Agreement concerning any Claim arising from or related to Indemnitee's Corporate Status with the Company;

(2) the Company is primarily liable for all indemnification and indemnification or advancement of Expenses obligations for any Claim arising from or related to Indemnitee's Corporate Status, whether created by law, organizational or constituent documents, contract (including this Agreement) or otherwise;

(3) any obligation of any other Persons with whom or which Indemnitee may be associated to indemnify Indemnitee and/or advance Expenses to Indemnitee in respect of any proceeding are secondary to the obligations of the Company's obligations;

(4) the Company will indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated or insurer of any such Person; and

(ii) In the event any other Person with whom or which Indemnitee may be associated or their insurers advances or extinguishes any liability or loss for Indemnitee, the payor has a right of subrogation against the Company or its insurers for all amounts so paid which would otherwise be payable by the Company or its insurers under this Agreement. In no event will payment by any other Person with whom or which Indemnitee may be associated or their insurers affect the obligations of the Company hereunder or shift primary liability for the Company's obligation to indemnify or advance of Expenses to any other Person with whom or which Indemnitee may be associated.

(iii) Any indemnification or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated is specifically in excess over the Company's obligation to indemnify and advance Expenses or any valid and collectible insurance (including, but not limited to, any malpractice insurance or professional errors and omissions insurance) provided by the Company.

15. D&O Liability Insurance; Insurance.

(a) For the duration of Indemnitee's service as a director of the Company, and thereafter for so long as Indemnitee shall be subject to any pending Claim relating to an Indemnifiable Event, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to continue to maintain in effect policies of directors' and officers' liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. In all policies of directors' and officers' liability insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director, or of the Company's officers, if Indemnitee is an officer (and not a director) by such policy. Upon request, the Company will provide to Indemnitee copies of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials.

16. To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Company, the Company will obtain a policy or policies covering Indemnitee to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies, including coverage in the event the Company does not or cannot, for any reason, indemnify or advance Expenses to Indemnitee as required by this Agreement. If, at the time of the receipt of a notice of a claim pursuant to this Agreement, the Company has director and officer liability insurance in effect, the Company will give prompt notice of such claim or of the commencement of a Claim, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company will thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policies. Indemnitee agrees to assist the Company efforts to cause the insurers to pay such amounts and will comply with the terms of such policies, including selection of approved panel counsel, if required. No Duplication of Payments. The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee for any Claim concerning Indemnitee's Corporate Status with an Enterprise will be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise. The Company and Indemnitee intend that any such Enterprise (and its insurers) be the indemnitor of first resort with respect to indemnification and advancement of Expenses for any Claim related to or arising from Indemnitee's Corporate Status with such Enterprise. The Company's obligation to indemnify and advance Expenses to Indemnitee is secondary to the obligations the Enterprise or its insurers owe to Indemnitee. Indemnitee agrees to take all reasonably necessary and desirable action to obtain from an Enterprise indemnification and advancement of Expenses for any Claim related to or arising from Indemnitee's Corporate Status with such Enterprise.

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

18. Enforcement. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Company's bylaws or certificate of incorporation and applicable law, and is not a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

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

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

21. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

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

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

(b) if to the Company, to: Super League Enterprise, Inc.
Attn: General Counsel
2856 Colorado Ave.
Santa Monica, CA 90404

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

23. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Claim in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Claim; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

24. Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 11(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court and not in any other state or federal court in the United States, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, and (c) waive, and agree not to plead or make, any claim that the Delaware Court lacks venue or that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

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

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

[SIGNATURE PAGE FOLLOWS]

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

COMPANY

By:____________________
Name:__________________
Title:__________________

INDEMNITEE

By:____________________
Name:__________________
Title:__________________

Exhibit 99.1

Super League Completes Initial Stage of Equity Exchange Transfer with Infinite Reality

~ Appoints Clark Callander to SLE's Board of Directors ~

~ Significant Steps Taken Towards Transformative Transaction~

Santa Monica, CA – **October 29, 2024** – **Super League Enterprise, Inc.** (Nasdaq: SLE), a global leader in redefining the gaming industry as a media channel, announced today that Clark Callander has been formally appointed to the Super League Board of Directors, effective October 29th, 2024. Additionally, as an initial step in the previously announced equity exchange transfer, Infinite Reality (iR) has acquired 1,215,279 shares of Super League common stock. The exchange transfer will be finalized following the SLE annual general meeting with iR's ownership totaling 9.9% of Super League common shares outstanding.

Both of these actions indicate continued progress in the previously announced transaction with **Infinite Reality**, an innovation company powering the next generation of digital media and e-commerce through artificial intelligence (AI), spatial computing, extended reality (XR), and other immersive technologies.

The addition of Clark Callandar adds extensive public board and leadership experience to Super League's already seasoned board. Mr. Callander is currently the Co-Founder and Managing Partner of Albany Road Real Estate Partners, LLC, having served in that capacity since 2012. From 2003 to 2020, he was a Co-Founder and a member of the leadership of GCA Advisors LLC (TSE: 2174). Prior to his roles at GCA and Albany Road, Clark was a management team member at Robertson Stephens & Company from 1993 to 2002. While at Robertson Stephens, he started the Private Capital Group, headed European Investment Banking, and was co-head of Global Corporate Finance. He currently serves (or has served) as a Director of Infinite Reality, Sugar Bowl Ski Resort & Development Corp., and ChaSerg Technology Acquisition Corp. (NASD: CTAC). Mr. Callander earned a Bachelor of Sciences from Stanford University, and an M.B.A. from the Joseph Wharton School.

Ann Hand, Chair and CEO of Super League, commented, "Following the recently announced $1 million registered direct investment from Infinite Reality, we are pleased to welcome Clark to the Board as we take these next crucial steps towards completing this game changing transformation. Clark's insight and vast leadership experience will be of tremendous value to Super League in navigating the expanded digital engagement landscape. We look forward to finalizing the rest of the transaction and integrating a selection of iR's digital and gaming assets to drive results for brands and IP owners through our combined ability to engage digital natives on their platforms of choice."

“I couldn’t be more excited to join the Super League Board of Directors and work together with Ann to bring our two companies into alignment and capitalize on the lucrative opportunity in digital engagement,” stated Clark Callander, Infinite Reality Board Chair. “By adding Super League to iR’s family of brands, we advance our ability to scale access across millions of global fans on a monthly basis and further enable us to innovate on the future of digital engagement,”

About Super League

Super League (Nasdaq: SLE) is redefining the gaming industry as a media channel for global brands. As a leading end-to-end immersive content partner, Super League enables marketers, advertisers, and IP owners to reach massive audiences through creativity, innovation, and gameplay within the world’s largest immersive platforms. Boasting an award-winning development studio, a vast community of native creators, and a proprietary suite of tools that maximize user engagement, Super League is a one-of-a-kind holistic solutions provider. Whether a partner is focused on building a world-class creative experience, achieving a lift in brand awareness, inspiring deeper customer loyalty, or finding new sources of revenue, Super League is at the forefront – always pioneering within immersive worlds. For more information, visit superleague.com.

About Infinite Reality

Infinite Reality (iR)™ is an innovation company powering the next generation of digital media, commerce, and community through AI, spatial computing, and other immersive technologies. iR’s suite of cutting-edge software, production, marketing services, and other capabilities empower brands and creators to craft inventive digital experiences that uplevel audience engagement, data ownership, monetization, and brand health metrics. The company is backed by an impressive roster of investors including RSE Ventures, Liberty Media, Lux Capital, Lerer Hippeau, MGM, CAA, T-Mobile Ventures, Courtside VC, Exor, Terracap, IAC, Live Nation, as well as notable individuals such as Steve Aoki, Imagine Dragons, and NBA player Rudy Gobert. For more information, visit theinfinitereality.com.

Contact:
Infinite Reality
press@theinfinitereality.com

Super League
press@superleague.com

Investor Relations Contact:
Shannon Devine/ Mark Schwalenberg
MZ North America
Main: 203-741-8811
SLE@mzgroup.us

Forward Looking Statements

Statements in this press release that are not strictly historical are "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements involve substantial risks, uncertainties and assumptions that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements in this communication include, among other things, statements about Super League's growth strategies, the ability to actualize the benefits of the transaction with Infinite Reality, our possible or assumed business strategies, new products, potential market opportunities and our ability to secure adequate working capital. Risks and uncertainties include, among other things, our ability to implement our plans, forecasts and other expectations with respect to our business; our ability to realize the anticipated benefits of the transaction with Infinite Reality, including the possibility that the expected benefits, particularly from both acquisitions made and contracts entered into with Infinite Reality, will not be realized or will not be realized within the expected time period; the ability to obtain the approval of both the preferred stockholders and the common stockholders to approve the transactions with Infinite Reality; unknown liabilities that may or may not be within our control; attracting new customers and maintaining and expanding our existing customer base; our ability to scale and update our platform to respond to customers' needs and rapid technological change; increased competition in our market and our ability to compete effectively; and expansion of our operations and increased adoption of our platform internationally. Additional risks and uncertainties that could affect our financial condition and operating results will be included in the section titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2023 and other filings that we make from time to time with the Securities and Exchange Commission (the "SEC") which, once filed, are available on the SEC's website at www.sec.gov. In addition, any forward-looking statements contained in this communication are based on assumptions that we believe to be reasonable as of this date. Except as required by law, we assume no obligation to update these forward-looking statements, or to update the reasons if actual results differ materially from those anticipated in the forward-looking statements.