

**AMENDMENT NO. 1  
TO  
COMMON STOCK PURCHASE AGREEMENT**

This Amendment No. 1 to Common Stock Purchase Agreement (this “*Amendment*”) is made as of \_\_\_\_\_, by and among VIPorbit Software International, Inc., a Texas corporation (the “*Company*”), and certain of the of the Company’s shareholders listed on the signature pages below (each an “*Investor*” and collectively, the “*Investors*”).

**WHEREAS**, the Company and the Investors entered into that certain Common Stock Purchase Agreement, dated as of November 1, 2014 (the “*Original Purchase Agreement*”); and

**WHEREAS**, the Company and the undersigned Investors desire to amend the Original Purchase Agreement to (i) extend the date by which Additional Closings must occur and (ii) provide for sales by the Company of up to an additional 31,063 shares of the Company’s Common Stock, par value \$0.01 per share, with accompanying warrants, to existing Investors and certain new investors; and

**WHEREAS**, pursuant to Section 6.4 of the Original Purchase Agreement, any term of the Original Purchase Agreement may be amended with the written consent of the Company and the holders of at least 75% of the Shares; and

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Original Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the undersigned Investors hereby agree as follows:

1. Section 1.1(a) of the Original Purchase Agreement is hereby amended to read in its entirety as follows:

“(a) The Company has authorized the sale and issuance of up to 58,912 shares of its Common Stock, par value \$0.01 per share (the “Shares”), pursuant to the terms and conditions of this Agreement.”

2. Section 1.3 is hereby amended to read in its entirety as follows:

“*Sale of Additional Shares of Common Stock and Warrants.* After the Initial Closing, the Company may sell, on the same terms and conditions as those contained in this Agreement, additional Shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization affecting such shares) (the “Additional Shares”) and the related Warrants, to one or more purchasers (the “Additional Investors”) in subsequent Closings, provided that (i) each subsequent sale is consummated on or prior to October 31, 2015, and (ii) each

Additional Investor shall become a party to this Agreement, by executing and delivering a counterpart signature page to this Agreement. Annex A to this Agreement shall be updated to reflect the number of Additional Shares purchased at each such Closing and the parties purchasing such Additional Shares.”

3. In all other respects, the Original Purchase Agreement shall remain in full force and effect.

4. This Amendment shall be effective as of the date of this Amendment.

5. This Amendment may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

*[Remainder of Page Intentionally Blank]*

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

**“Company”**

VIPORBIT SOFTWARE INTERNATIONAL, INC.

By: \_\_\_\_\_  
**Michael J. Muhney, President**

Address:

602 Promontory Drive  
Keller, Texas 76248

**INVESTOR:**

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_