

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): May 14, 2025

DATAVAULT AI INC.

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of Incorporation)

001-38608  
(Commission  
File Number)

30-1135279  
(IRS Employer  
Identification Number)

15268 NW Greenbrier Pkwy  
Beaverton, OR  
(Address of registrant's principal executive office)

97006  
(Zip code)

(408) 627-4716  
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

- ☐ 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 \$0.0001 per share	DVLT	The 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Fourth Amendment to Asset Purchase Agreement

As previously disclosed, on December 19, 2024, Datavault AI Inc. (the "Company") entered into an asset purchase agreement, as amended by that certain amendment to the asset purchase agreement, dated as of December 30, 2024, and as further amended by that certain second amendment to the asset purchase agreement, dated as of February 25, 2025, and as further amended by that certain third amendment to the asset purchase agreement, dated March 31, 2025 (the "Asset Purchase Agreement"), with CompuSystems, Inc., a Texas corporation ("CSI"), pursuant to which the Company has agreed to purchase, assume and accept from CSI all of the rights, title and interests in, to and under the assets and interests used in the Acquired Business (as defined in the Asset Purchase Agreement), and products and services solely to the extent they utilize the Transferred Assets (as defined in the Asset Purchase Agreement), including CSI's customer contracts, trademarks, and other intellectual property.

On May 14, 2025, the Company and CSI entered into a fourth amendment to the Asset Purchase Agreement (the "Fourth Amendment"). Pursuant to the Fourth Amendment, the parties agreed to amend the definition of Outside Date (as defined in the Asset Purchase Agreement) to mean May 23, 2025, after which the Asset Purchase Agreement may be terminated by any party if the closing shall not have consummated on or prior to such Outside Date.

Except as stated above, the Fourth Amendment does not make any other substantive changes to the Asset Purchase Agreement.

A copy of the Fourth Amendment is filed with this Current Report on Form 8-K ("Form 8-K") as Exhibit 2.1 and is incorporated herein by reference, and the foregoing description of the Fourth Amendment is qualified in its entirety by reference thereto.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
<a href="#">2.1</a>	<a href="#">Fourth Amendment to the Asset Purchase Agreement</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 hereunto duly authorized.

Date: May 15, 2025

DATAVAULT AI INC.

By: /s/ Nathaniel Bradley  
Name: Nathaniel Bradley  
Title: Chief Executive Officer

**FOURTH AMENDMENT TO  
ASSET PURCHASE AGREEMENT**

This Fourth Amendment to Asset Purchase Agreement (this “Fourth Amendment”) is made and entered into as of May14, 2025, by and between Datavault AI Inc. (f/k/a WiSA Technologies, Inc.), a Delaware corporation (together with its successors, “Purchaser”), and CompuSystems, Inc., a Texas corporation (“Seller”). Capitalized terms used herein without definition shall have the same definition ascribed thereto in the Purchase Agreement (as defined below).

**WHEREAS**, the Asset Purchase Agreement was made and entered into as of December19, 2024, amended as of December30, 2024, as further amended as of February25, 2025, and as further amendment as of March31, 2025, by and among Purchaser and Seller (the “Purchase Agreement”), pursuant to which the Company has agreed to purchase, assume and accept from Seller all of the rights, title and interests in, to and under the assets and interests used in the Acquired Business, and products and services solely to the extent they utilize the Transferred Assets, including Seller’s customer contracts, trademarks, and other intellectual property;

**WHEREAS**, Section11.8 of the Purchase Agreement provides that the Purchase Agreement may be amended, supplemented or otherwise modified by a written instrument executed by both Seller and Purchaser; and

**WHEREAS**, Purchaser and Seller desire to amend the Purchase Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Section 10.1(b). Section 10.1(b) of the Purchase Agreement shall be amended in its entirety to read as follows:

after May23, 2025 (the “Outside Date”), by any Party by delivery of a written notice to the other Party in accordance withSection 11.1 if the Closing shall not have been consummated on or prior to 5:00 pm Eastern Time on the Outside Date; provided, however, that the right to terminate this Agreement under this Section 10.1(b)shall not be available to any Party whose failure or whose Affiliate’s failure to perform any of its representations, warranties, covenants or other obligations under this Agreement has been the primary cause of, or otherwise primarily resulted in, the failure of the Closing to occur on or prior to such date;

2. No Other Modification. Except as specifically amended by the terms of this Fourth Amendment, all terms and conditions set forth in the Purchase Agreement shall remain in full force and effect, as applicable.

3. Governing Law. This Fourth Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any rule or principle that might refer the governance or construction of this Amendment to the Laws of another jurisdiction.

4. Entire Agreement. This Fourth Amendment contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained therein and may not be contradicted by evidence of any alleged oral agreement.

5. Further Assurances. Each party to this Second Amendment agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Second Amendment.

6. Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile, .pdf and other electronic execution and delivery of this consent is legal, valid and binding for all purposes.

7. Headings. The descriptive headings of the various provisions of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment to be effective for all purposes as of the date first above written.

**DATAVAULT AI INC.**

By: /s/ Brett Moyer  
Name: Brett Moyer  
Title: Chief Financial Officer

**COMPUSYSTEMS, INC.**

By: /s/ Mark LoGiurato  
Name: Mark LoGiurato  
Title: Chief Executive Officer

[Signature Page to Fourth Amendment to Asset Purchase Agreement]