

**FIRST AMENDMENT TO
AGREEMENT OF MERGER AND PLAN OF REORGANIZATION**

THIS AMENDMENT, dated as of March 24, 2014 (this "Amendment"), by and among Inventergy, Inc., a Delaware corporation ("Inventergy"), eOn Communications Corporation, a Delaware corporation ("Parent"), and Inventergy Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, together with Inventergy and Parent, the "Parties"), amends that certain Agreement of Merger and Plan of Reorganization, dated as of December 17, 2013, among the Parties (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, Inventergy has renegotiated the terms of those certain senior secured notes issued on May 10, 2013 in the aggregate principal amount of \$5,000,000 (the "Existing Notes") and has agree to issue additional senior secured notes in the aggregate principal amount of \$3,000,000 as of the date hereof (the "New Notes" and together with the Existing Notes, the "Inventergy Notes") pursuant to the terms of that certain Securities Purchase Agreement among Inventergy and the buyers named therein dated as of the date hereof (the "Inventergy SPA");

WHEREAS, the terms of the Inventergy SPA require the Parties to agree to certain amendments to the terms of the Agreement, as set forth herein;

WHEREAS, the Parties have determined that it is desirable to further amend the Agreement to modify the ratio of the Reverse Split from a range between one-for-three and one-for-five to between one-for-one and one half and one-for-five; and

WHEREAS, the Parties, each acting upon prior authorization of their respective Boards of Directors, have determined that this Amendment is in their best interests and the best interests of their respective stockholders.

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned agree as follows:

1. The proposed Amended and Restated Certificate of Incorporation of Parent, attached as Exhibit A to the Agreement, which includes the Certificate of Designations, Preferences and Rights of Series A-1 Convertible Preferred Stock of Parent and the Certificate of Designations, Preferences and Rights of Series A-2 Convertible Preferred Stock of Parent, and is contemplated to be filed with the Secretary of State of the State of Delaware at the Effective Time, shall be deleted in its entirety and replaced with the Amended and Restated Certificate of Incorporation of Parent attached hereto as **Exhibit A**.

2. The phrase "one-for-three" in the definition of "Reverse Split" set forth in Section 5.02(a) of the Agreement is hereby deleted and replaced with the phrase "one-for-one and one-half".

3. As of the Effective Time, the Inventergy Notes shall be exchanged for senior secured convertible notes of the Parent, with the Existing Notes to be exchanged for registered

senior secured convertible notes of the Parent in the form attached hereto as **Exhibit B** (the “Registered eOn Notes”) and the New Notes exchanged for unregistered senior secured convertible notes of the Parent in the form attached hereto as **Exhibit C** (the “eOn New Notes”). Parent hereby agrees, on or prior to the time of the vote of the Parent's stockholders to approve the transactions contemplated by the Agreement, to include the Registered eOn Notes, and the shares of Parent Common Stock issuable pursuant to the term of the Registered eOn Notes, in Parent's Registration Statement on Form S-4, initially filed with the Securities and Exchange Commission on February 7, 2014 (File No. 333-193837), as may be amended or supplemented from time to time, such that the Registered eOn Notes will be issued to the holders of the Inventergy Notes pursuant to such registration statement.

4. At or prior to the Effective Time, Inventergy, eOn Communications Assets, Inc. and any other direct or indirect subsidiaries of Parent, if any, shall execute a Guarantee of the Registered eOn Notes and the eOn New Notes, effective as of the Effective Date, in the form attached hereto as **Exhibit D** in lieu of the Senior Note Guaranty described in Section 5.10 of the Agreement.

5. Except as modified and amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

6. This Amendment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.

7. This Amendment and the rights of the parties hereto shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware without regard to the conflict of Laws principles thereof.

8. If any provision of this Amendment is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Amendment so long as this Amendment as so modified continues to express, without material change, the original intentions of the Parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the Parties or the practical realization of the benefits that would otherwise be conferred upon the Parties. The Parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be binding and effective as of the date first written above.

INVENTERGY, INC.

By: _____
Name:
Title:

eON COMMUNICATIONS CORPORATION

By: _____
Name:
Title:

INVENTERGY MERGER SUB, INC.

By: _____
Name:
Title:

EXHIBIT A

Proposed Amended and Restated Certificate of Incorporation of Parent

[TO BE ATTACHED]

EXHIBIT B

Form of Registered eOn Notes

[TO BE ATTACHED]

EXHIBIT C

Form of eOn New Notes

[TO BE ATTACHED]

EXHIBIT D

Form of Guarantee
[TO BE ATTACHED]