

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Firefly Neuroscience, Inc.
(Name of Issuer)

Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

317970101
(CUSIP Number)

Windsor Private Capital LP
22 St. Clair Avenue East, Suite 202
Toronto, Ontario, Canada M4T 2S3
(416) 515-2318

Attn: Jordan Kupinsky
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 12, 2024
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §240.13d-1(e), §240.13d-1(f) or §240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of reporting persons. WPC Management Services Inc.
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) OO
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Ontario, Canada
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 1,636,990 ⁽¹⁾
	9. Sole dispositive power 0
	10. Shared dispositive power 1,636,990 ⁽¹⁾

11.	Aggregate amount beneficially owned by each reporting person 1,636,990 ⁽¹⁾
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 20.5% ⁽²⁾
14.	Type of reporting person (see instructions) CO

(1) Includes 1,522,909 shares of common stock ("Common Shares") of Firefly Neurosciences, Inc. (the "Issuer") and Common Shares underlying warrants to purchase up to 114,081 Common Shares that are currently exercisable within 60 days ("Warrants") held by Windsor Private Capital LP.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

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1.	Names of reporting persons. WPC GP I Inc.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Ontario, Canada	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 1,636,990 ⁽¹⁾
	9.	Sole dispositive power 0
	10.	Shared dispositive power 1,636,990 ⁽¹⁾
11.	Aggregate amount beneficially owned by each reporting person 1,636,990 ⁽¹⁾	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 20.5% ⁽²⁾	
14.	Type of reporting person (see instructions) CO	

(1) Includes 1,522,909 Common Shares of the Issuer and 114,081 Warrants held by Windsor Private Capital LP.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

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1.	Names of reporting persons. Windsor Private Capital LP	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Ontario, Canada	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 1,636,990 ⁽¹⁾
	9.	Sole dispositive power 0
	10.	Shared dispositive power 1,636,990 ⁽¹⁾
11.	Aggregate amount beneficially owned by each reporting person 1,636,990 ⁽¹⁾	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 20.5% ⁽²⁾	
14.	Type of reporting person (see instructions) PN	

(1) Includes 1,522,909 Common Shares of the Issuer and 114,081 Warrants.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

1.	Names of reporting persons. Jordan Kupinsky	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Canada	
Number of shares beneficially owned by each	7.	Sole voting power 0
	8.	Shared voting power 1,705,751 ⁽¹⁾

reporting person with	9.	Sole dispositive power 0
	10.	Shared dispositive power 1,705,751 ⁽¹⁾
11.	Aggregate amount beneficially owned by each reporting person 1,705,751 ⁽¹⁾	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 21.3% ⁽²⁾	
14.	Type of reporting person (see instructions) IN	

(1) Includes 1,522,909 Common Shares of the Issuer and 114,081 Warrants held by Windsor Private Capital LP, and 68,761 Common Shares held by HJRK Holdings Inc.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

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1.	Names of reporting persons. HJRK Holdings Inc.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Ontario, Canada	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 68,761
	9.	Sole dispositive power 0
	10.	Shared dispositive power 68,761
11.	Aggregate amount beneficially owned by each reporting person 68,761	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0.86% ⁽¹⁾	
14.	Type of reporting person (see instructions) CO	

(1) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

1.	Names of reporting persons. Rocco Marcello	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Canada	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 1,636,990 ⁽¹⁾
	9.	Sole dispositive power 0
	10.	Shared dispositive power 1,636,990 ⁽¹⁾
11.	Aggregate amount beneficially owned by each reporting person 1,636,990 ⁽¹⁾	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 20.5% ⁽²⁾	
14.	Type of reporting person (see instructions) IN	

(1) Includes 1,522,909 Common Shares of the Issuer and 114,081 Warrants held by Windsor Private Capital LP.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

1.	Names of reporting persons. John Cundari	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Canada	
Number of shares	7.	Sole voting power 0

beneficially owned by each reporting person with	8.	Shared voting power 1,636,990 ⁽¹⁾
	9.	Sole dispositive power 0
	10.	Shared dispositive power 1,636,990 ⁽¹⁾
11.	Aggregate amount beneficially owned by each reporting person 1,636,990 ⁽¹⁾	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 20.5% ⁽²⁾	
14.	Type of reporting person (see instructions) IN	

(1) Includes 1,522,909 Common Shares of the Issuer and 114,081 Warrants held by Windsor Private Capital LP.

(2) Percentage ownership is based on 7,870,251 Common Shares of the Issuer outstanding as of August 12, 2024.

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Item 1. Security and Issuer.

This Schedule 13D (this “Schedule 13D”) relates to the common stock (the “Common Shares”) of Firefly Neurosciences, Inc. (f/k/a WaveDancer, Inc.) (the “Issuer”). The principal executive offices of the Issuer are located at 1100 Military Road, Kenmore, NY 14217.

Item 2. Identity and Background.

The persons filing this statement and the persons enumerated in Instruction C of Schedule 13D and, where applicable, their respective places of organization, general partners, directors, executive officers and controlling persons and the information regarding them, are as follows:

(a) This Schedule 13D is filed by:

- WPC Management Services Inc., a corporation formed under the laws of Ontario, Canada (“WPC Management”);
- WPC GP I Inc., a corporation formed under the laws of Ontario, Canada (“WPC”);
- Windsor Private Capital LP, a limited partnership formed under the laws of Ontario, Canada (“Windsor”);
- Jordan Kupinsky, a Canadian citizen (“Mr. Kupinsky”), Managing Partner of Windsor;
- HJRK Holdings Inc., a corporation formed under the laws of Ontario, Canada (“HJRK”);
- Rocco Marcello, a Canadian citizen (“Mr. Marcello”), Founder, Chairman and Executive Officer of Windsor; and
- John Cundari, a Canadian citizen (“Mr. Cundari”), President of Windsor.

The foregoing persons are hereinafter sometimes collectively referred to as the “Reporting Persons”.

(b) The business address of the Reporting Persons is 22 St. Clair Avenue East, Suite 202, Toronto, Ontario, Canada M4T 2S3.

(c) The present principal occupation or employment of each of the Reporting Persons and the name, principal business and address of any corporation or other organization in which such employment is conducted is as follows:

The principal business of Windsor is asset management. Mr. Marcello is Founder, Chairman and Chief Executive Officer of Windsor. Mr. Cundari is President of Windsor. Mr. Kupinsky is Managing Partner of Windsor. WPC Management is the sole shareholder of WPC and WPC is the general partner of Windsor. Mr. Marcello, Mr. Cundari and Mr. Kupinsky are the directors of WPC and WPC Management. The principal business of HJRK is that of a holding company. Mr. Kupinsky and HJR Kupinsky 2013 Family Trust are the shareholders of HJRK.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The citizenship or place of organization for each of the Reporting Persons is listed in Row 6 of the cover pages hereto.

Item 3. Source and Amount of Funds or Other Consideration.

The information set forth in Items 4 and 5 of this Schedule 13D is hereby incorporated by reference into Item 3.

Item 4. Purpose of Transaction.

The Common Shares to which this Schedule 13D relates were acquired by the Reporting Persons pursuant to the merger (the "Merger") contemplated by the agreement and plan of merger dated November 15, 2023 (as amended, the "Merger Agreement") entered into by and among the Issuer, FFN Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Issuer ("Merger Sub"), and Firefly Neuroscience, Inc. that, prior to the Merger, was a privately-held Delaware corporation ("Firefly"). Pursuant to the Merger, Merger Sub was merged with and into Firefly, with Firefly continuing as the surviving corporation and a wholly-owned subsidiary of the Issuer, on the terms and conditions set forth in the Merger Agreement (the "Transaction"). Thereafter, the Issuer changed its name to Firefly Neuroscience, Inc.

The Transaction closed on August 12, 2024. In connection with the Merger, the common shares of Firefly beneficially owned by the Reporting Persons were exchanged for Common Shares. In addition, warrants to purchase common shares of Firefly that were beneficially owned by the Reporting Persons prior to the Merger were assumed by the Issuer and exercisable for Common Shares. Also on August 12, 2024, the Issuer effected a reverse stock split at a ratio of 1-for-3. This Schedule 13D reflects consummation of the Transaction and the reverse stock split.

General

The Reporting Persons acquired the Common Shares set forth in Item 5 of this Schedule 13D for investment purposes, and such acquisitions were made in the Reporting Persons' ordinary course of business.

In pursuing their investment purposes, the Reporting Persons may, subject to the Lock-up Agreement (as defined below), purchase, hold, vote, trade, dispose of or otherwise deal in the Common Shares at times, and in such manner (including pursuant to hedging transactions), as they deem advisable to benefit from changes in market prices of the Common Shares, changes in the Issuer's operations, business strategy or prospects, or from a sale or merger of the Issuer. To evaluate such alternatives, the Reporting Persons routinely will monitor the Issuer's operations, prospects, business development, management, competitive and strategic matters, capital structure, and prevailing market conditions, as well as alternative investment opportunities, liquidity requirements of the Reporting Persons and other investment considerations. Consistent with their investment research methods and evaluation criteria, the Reporting Persons may discuss such matters with management or directors of the Issuer, other shareholders, industry analysts, existing or potential strategic partners or competitors, investment and financing professionals, sources of credit and other investors. Such factors and discussions may materially affect, and result in, the Reporting Persons' modifying their ownership of the Common Shares, exchanging information with the Issuer pursuant to appropriate confidentiality or similar agreements, or proposing changes in the Issuer's operations, governance or capitalization. The Reporting Persons reserve the right to formulate other plans and/or make other proposals, and take such actions with respect to their investment in the Issuer, or acquire additional Common Shares or dispose of all Common Shares beneficially owned by them, in public market or privately negotiated transactions. The Reporting Persons may at any time reconsider and change their plans or proposals relating to the foregoing.

Lock-up Agreement

On April 3, 2024, Windsor entered into a lock-up agreement with the Issuer (the "Lock-up Agreement"), pursuant to which Windsor agreed (subject to certain customary exceptions) that, except as set forth in the Lock-up Agreement, it will not offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, any Common Shares beneficially owned by Windsor (the "Lock-up Shares") during the Lock-up Period (as defined below) and the Leak-Out Period (as defined below), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any short sales.

The "Lock-up Period" means the 90 day period after the closing of the Transaction and the "Leak-Out Period" means the 270 day period following the expiration of the Lock-up Period. During the Lock-up Period, Windsor will not be subject to the restrictions of the Lock-up Agreement (i) with respect to 10% of the Lock-up Shares commencing on the day after closing of the Transaction, and (ii) with respect to 45% of the Lock-up Shares depending on the market price of the Common Shares. During the Leak-Out Period, an additional 10% of the Lock-up Shares will cease to be subject to the restrictions of the Lock-up Agreement on the last day of each calendar month following expiration of the Lock-up Period.

The foregoing description of the Lock-up Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is attached hereto as Exhibit 99.1 to this Schedule 13D and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

(a)-(b) The information relating to the beneficial ownership of the Common Shares by each of the Reporting Persons set forth in Rows 7 through 13 of the cover pages hereto is incorporated by reference herein. The percentages set forth in Row 13 for all cover pages filed herewith are calculated based upon 7,870,251 Common Shares outstanding as of August 12, 2024, as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 12, 2024.

(c) None, except as otherwise described in this Schedule 13D.

(d) Except as set forth in Item 6 hereof, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Shares reported herein.

(e) Not applicable.

The information in Items 4 and 6 hereof is incorporated by reference herein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Windsor is an asset manager whose clients have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Shares. WPC Management is the sole shareholder of WPC and WPC is the general partner of Windsor. Mr. Kupinsky, Mr. Marcello and Mr. Cundari are the directors of WPC and WPC Management.

The information set forth in Item 4 of this Schedule 13D is hereby incorporated by reference into this Item 6.

The Reporting Persons are parties to an agreement with respect to the joint filing of this Schedule 13D and any amendments hereto. A copy of such agreement is attached as [Exhibit 99.2](#) to this Schedule 13D and is incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits.

Exhibit No.	Description
99.1	Lock-up Agreement
99.2	Joint Filing Agreement

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 19, 2024

WPC MANAGEMENT SERVICES INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

WPC GP I INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

WINDSOR PRIVATE CAPITAL LP, by its general partner, WPC GP I INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

JORDAN KUPINSKY

/s/ Jordan Kupinsky

HJRK HOLDINGS INC.

By: /s/ Jordan Kupinsky
Name: Jordan Kupinsky
Title: President and Director

ROCCO MARCELLO

/s/ Rocco Marcello

JOHN CUNDARI

/s/ John Cundari

**WAVEDANCER, INC.
LOCK-UP AGREEMENT**

This LOCK-UP AGREEMENT (this “Agreement”) is dated as of April 3, 2024, by and between the undersigned (“Shareholder”) and WaveDancer, Inc., a Delaware corporation (together with its successors, the “Company”). Shareholder and the Company are sometimes referred to herein collectively as the “Parties” and individually as a “Party”. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

BACKGROUND

WHEREAS, in connection with this Agreement, (i) the Company, (ii) FFN Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company (“Purchaser Merger Sub”); (iii) Firefly Neuroscience, Inc., a Delaware corporation (“Firefly”), entered into an agreement and Plan of Merger (as amended or modified from time to time, the “Merger Agreement”), dated as of November 15, 2023, and as amended on January 12, 2024, pursuant to which, among other things, (i) the Company will issue shares of its common stock to Firefly stockholders and other parties in connection with the Merger, and (ii) Merger Sub will be merged with and into Firefly, with Firefly continuing as the surviving corporation and a wholly-owned subsidiary of the Company.

WHEREAS, at the Closing, the Shareholder is receiving shares of common stock, par value \$0.001 per share, of the Company (the “Common Stock”) and/or other securities of the Company; and

WHEREAS, as this Agreement is a material inducement for the Company, and Firefly to consummate the transactions contemplated by the Merger Agreement, the Shareholder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Lock-Up.

(a) During the Lock-up Period (as defined below) and the Leak-Out Period (as defined below), Shareholder irrevocably agrees that it will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the Lock-up Shares (as defined below), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, whether any of these transactions are to be settled by delivery of any such Lock-up Shares, in cash or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to any security of the Company. Notwithstanding the foregoing, the Shareholder shall not be subject to this Section 1(a) with respect to ten percent (10%) of the Lock-Up Shares commencing on the day after the Closing Date, and the Shareholder shall not be subject to this Section 1(a) with respect to 45% of the Lock-Up Shares if, but only if, for at least five (5) consecutive trading days the closing price of Company Common Stock on the trading market where such Common Stock is traded is at least two times the amount per share that the price of such Common Stock closed on such trading market on the Closing Date (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like). During the Leak Out Period, 10% of the Lock-Up Shares shall cease to be subject to this Section 1(a) on the last day of each calendar month following the expiry of the Lock-Up Period.

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(b) In furtherance of the foregoing, the Company will (i) place a stop order on all Lock-up Shares, including those which may be covered by a registration statement, such order revocable only in strict compliance with this Agreement, and (ii) notify the Company’s transfer agent in writing of the stop order and the restrictions on such Lock-up Shares under this Agreement and direct the Company’s transfer agent not to process any attempts by Shareholder to resell or transfer any Lock-up Shares, except in compliance with this Agreement.

(c) For purposes hereof, “Short Sales” include, without limitation, all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(d) For the purposes of this Agreement, the “Lock-up Period” means the period commencing on the Closing Date and ending on the date that is ninety (90) days after the Closing Date, and “Leak-Out Period” means the two-hundred seventy (270) day period following the expiration of the Lock-up Period.

The restrictions set forth herein shall not apply to: (1) transfers or distributions to Shareholder’s current or former general or limited partners, managers or members, stockholders, other equity holders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended) or to the estates of any of the foregoing; (2) transfers by bona fide gift to a member of Shareholder’s immediate family or to a trust, the beneficiary of which Shareholder or a member of the Shareholder’s immediate family for estate planning purposes; (3) by virtue of the laws of descent and distribution upon the death of the Shareholder; (4) pursuant to a qualified domestic relations order; (5) pledges of Lock-up Shares as security or collateral in connection with a borrowing or the incurrence of any indebtedness by Shareholder; (6) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the Exchange Act; provided, however, that such plan does not provide for the transfer of Lock-up Shares during the Lock-Up Period or the Leak-Out Period; (7) transfers to satisfy tax withholding obligations in connection with the exercise of options to purchase Common Stock or the vesting of share-based awards; or (8) transfers to the Company in payment on a “net exercise” or “cashless” basis of the exercise or purchase price with respect to the exercise of options to purchase Common Stock, in each case of (1) through (4) above (and (5) to the extent the pledge requires a transfer of Lock-up Shares to the pledgee), solely where any such transferee agrees in writing to be bound by the terms of this Agreement prior to such transfer.

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2. Representations and Warranties. Each of the Parties, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other Party that (a) such Party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such Party and is the binding and enforceable obligation of such Party, enforceable against such Party in accordance with the terms of this Agreement (assuming that this Agreement constitutes a legal, valid and binding obligation of the other Party), subject to the Remedies Exception, and (c) the execution, delivery and performance of such Party’s obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such Party is a party or to which the assets or securities of such Party are bound.

3. Beneficial Ownership. Shareholder hereby represents and warrants that it does not beneficially own, directly or through its nominees (as determined in

accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any Common Stock (of any class), or any economic interest in or derivative of such equity, other than those securities specified on Schedule A attached hereto. For purposes of this Agreement, the Common Stock beneficially owned by Shareholder as specified on Schedule A hereto are referred to as the "Lockup Shares."

4. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the Parties agree that no fee, payment or additional consideration in any form has been or will be paid to Shareholder in connection with this Agreement.

5. Termination of the Merger Agreement. This Agreement shall be binding upon Shareholder upon Shareholder's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, in the event that the Merger Agreement is terminated in accordance with its terms prior to the Closing, this Agreement shall automatically terminate and become null and void, and the Parties shall not have any rights or obligations hereunder.

6. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflict with a provision in the Merger Agreement, the terms of this Agreement shall control.

7. Miscellaneous. The "General Provisions" set forth in Article VIII of the Merger Agreement are hereby incorporated and made part hereof, *mutatis mutandis*.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date first written above.

Shareholder

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BY ITS GENERAL PARTNER WPC GP I INC

By: /s/ Jordan Kupinsky

Name: Jordan Kupinsky
Title: ASO

Company

WAVEDANCER, INC.

By: /s/ Jon Olsen

Name: Jon Olsen
Title: CEO

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Schedule A

Lock-Up Shares

Following is a list of all of the shares of Common Stock and other securities of the Company held by the Shareholder:

14,608,104 COMMON SHARES

35,251 COMMON SHARES

43,333 WARRANTS

80,000 WARRANTS

109,530 WARRANTS

864,068 WARRANTS

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JOINT FILING AGREEMENT

PURSUANT TO RULE 13D-1(K)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning such person contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that such person knows or has reason to believe that such information is inaccurate.

Dated: August 19, 2024

WPC MANAGEMENT SERVICES INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

WPC GP I INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

WINDSOR PRIVATE CAPITAL LP, by its general partner, WPC GP I INC.

By: /s/ John Cundari
Name: John Cundari
Title: Partner

JORDAN KUPINSKY

/s/ Jordan Kupinsky

HJRK HOLDINGS INC.

By: /s/ Jordan Kupinsky
Name: Jordan Kupinsky
Title: President and Director

ROCCO MARCELLO

/s/ Rocco Marcello

JOHN CUNDARI

/s/ John Cundari
