

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

FORM 10-Q/A
Amendment No. 1

(Mark One)

QUARTERLY REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT
OF 1934

For quarterly period ended December 31, 2014

or

TRANSITION REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT
OF 1934

For the Transition period from _____ to _____

Commission File Number: 0-13215

WARP 9, INC.

(Exact name of registrant as specified in its charter)

NEVADA

30-0050402

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

1933 CLIFF DRIVE, SUITE 11, SANTA BARBARA, CA 93109

(Address of principal executive offices) (Zip Code)

(805) 964-3313

Registrant's telephone number, including area code

(Former name, former address and former fiscal year,
if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the proceeding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes

No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (ss.232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes

No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check One).

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes

No

Indicate the number of shares outstanding of each of the issuer's classes of

common stock as of the latest practicable date.

As of February 13, 2015, the number of shares outstanding of the registrant's class of common stock was 105,790,195.

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EXPLANATORY NOTE

Warp 9, Inc., (the "Company"), is filing this Amendment to its Quarterly Report on Form 10-Q/A for the period ended December 31, 2014 filed with the Securities and Exchange Commission on February 14, 2015, for the sole purpose of included Exhibit 10.18 under Item 6.

This Amendment does not reflect events occurring after the Original Filing except as noted above. Except for the foregoing amended information, this Form 10-Q/A continues to speak as of the date of the Original Filing and the Company has not otherwise updated disclosures contained therein or herein to reflect events that occurred at a later date.

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PART I. - FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

<TABLE>
<CAPTION>

WARP 9, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
(Unaudited)

December 31, 2014 June 30, 2014

<S>

(unaudited)

<C>

<C>

ASSETS

CURRENT ASSETS

Cash		\$	41,548	\$
50,041				
Accounts Receivable, net			42,235	
101,393				
Prepaid and Other Current Assets			2,421	5,440
---			-----	-----
TOTAL CURRENT ASSETS			86,204	
156,874			-----	-----

PROPERTY & EQUIPMENT, at cost				
Furniture, Fixtures & Equipment			10,533	
10,533				
Computer Equipment			26,337	
23,982				
Computer Software			1,904	
1,904			-----	-----

			38,774	
36,419				
Less accumulated depreciation			(26,307)	
(24,033)			-----	-----

NET PROPERTY AND EQUIPMENT			12,467	
12,386			-----	-----

OTHER ASSETS				
Lease Deposit			5,955	
5,955			-----	-----

TOTAL OTHER ASSETS			5,955	
5,955			-----	-----

TOTAL ASSETS		\$	104,626	\$
175,215			=====	

LIABILITIES AND SHAREHOLDERS' EQUITY/(DEFICIT)

CURRENT LIABILITIES				
Accounts Payable		\$	64,805	\$
69,946				
Accrued Expenses			80,275	
134,611				
Accrued Interest			-	
11,932				
Deferred Income			1,450	
3,300				
Convertible Notes Payable, current, net			310,843	140,008
Derivative Liability			1,608,677	
2,169,051				
Note Payable, Other			-	
37,867				
Customer Deposit			4,848	
6,846			-----	-----

TOTAL CURRENT LIABILITIES			2,070,898	2,573,561
			-----	-----

LONG TERM LIABILITIES				
Convertible Notes Payable, net			62,847	
10,528				
Accrued Expenses, long term			220,053	222,153
			-----	-----

TOTAL LONG TERM LIABILITIES			282,900	232,681
			-----	-----

TOTAL LIABILITIES			2,353,798	
2,806,242			-----	-----

SHAREHOLDERS' EQUITY/(DEFICIT)		
Preferred Stock, \$0.001 Par Value; 5,000,000 Authorized Shares; no shares issued and outstanding	-	-
Common Stock, \$0.001 Par Value; 495,000,000 Authorized Shares; 105,790,195 and 100,878,825 Shares Issued and Outstanding , respectively	105,790	100,879
Additional Paid In Capital	7,531,499	7,466,090
Accumulated Deficit (10,197,996)	(9,886,461)	
---	-----	-----
TOTAL SHAREHOLDERS' EQUITY/(DEFICIT) (2,631,027)	(2,249,172)	
---	-----	-----
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY/(DEFICIT)	\$ 104,626	\$ 175,215
	=====	=====

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

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<TABLE>
<CAPTION>

WARP 9, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

Ended	Three Months Ended		Six Months	
	December 31, 2014	December 31, 2013	December 31, 2014	
December 31, 2013				
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
REVENUE	\$ 126,203	\$ 376,179	\$ 240,983	\$
611,495				
COST OF SERVICES	15,245	101,938	29,282	
168,623				
-----	-----	-----	-----	-----
GROSS PROFIT	110,958	274,241	211,701	
442,872				
-----	-----	-----	-----	-----
OPERATING EXPENSES				
Selling, general and administrative expenses	305,270	248,258	614,994	
504,299				
Stock option expense	5,692	5,825	11,384	
11,664				
Depreciation and amortization	1,125	1,228	2,274	
40,424				
-----	-----	-----	-----	-----
TOTAL OPERATING EXPENSES	312,087	255,311	628,652	
556,387				
-----	-----	-----	-----	-----
LOSS FROM OPERATIONS BEFORE OTHER INCOME AND TAXES	(201,129)	18,930	(416,951)	
(113,515)				
-----	-----	-----	-----	-----
OTHER INCOME/(EXPENSE)				
Other income	300	-	300	
5,000				
Gain on sale of fixed assets	-	9,358	-	
9,778				
Gain on extinguishment of debt	6,945	-	118,492	
-				
Gain on changes in derivative liability	145,632	-	854,138	
-				
Interest expense	(132,372)	(8,168)	(242,844)	
(16,332)				
-----	-----	-----	-----	-----

TOTAL OTHER INCOME (EXPENSE) (1,554)	20,505	1,190	730,086

EARNINGS/(LOSS) FROM OPERATIONS BEFORE PROVISION FOR TAXES (115,069)	(180,624)	20,120	(313,135)

PROVISION FOR INCOME TAXES Income taxes paid (2,753)	-	-	(1,600)

PROVISION FOR INCOME TAXES (2,753)	-	-	(1,600)

NET INCOME/(LOSS) (117,822)	\$ (180,624)	\$ 20,120	\$ 311,535
=====			
EARNINGS/(LOSS) PER SHARE			
BASIC (0.00)	\$ (0.00)	\$ 0.00	\$ 0.00
=====			
DILUTED (0.00)	\$ (0.00)	\$ 0.00	\$ 0.00
=====			
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING			
BASIC 96,135,126	105,790,195	96,135,126	105,790,195
=====			
DILUTED 96,135,126	105,790,195	96,135,126	263,304,224
=====			

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

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<TABLE>
<CAPTION>

WARP 9, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY/(DEFICIT)
(Unaudited)

	Preferred Stock Shares	Value	Common Stock Shares	Value	Additional Paid-in Capital	Accumulated Deficit
Total						

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, June 30, 2014 (2,631,027)	-	\$ -	100,878,825	\$ 100,879	\$ 7,466,090	\$ (10,197,996)
Stock compensation expense (unaudited) 11,384	-	-	-	-	11,384	-
Note conversions (unaudited) 58,936	-	-	4,911,370	4,911	54,025	-
Net Income (unaudited) 311,535	-	-	-	-	-	311,535

Balance, December 31, 2014 (unaudited) (2,249,172)	-	\$ -	105,790,195	\$ 105,790	\$ 7,531,499	\$ (9,886,461)

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

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<TABLE>
<CAPTION>

WARP 9, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended	
	December 31, 2014	December 31, 2013
	-----	-----
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income/(loss)	\$ 311,535	\$ (117,822)
Adjustment to reconcile net loss to net cash (used) by operating activities		
Depreciation and amortization	2,274	40,424
Bad debt expense	8,588	-
Cost of stock compensation recognized	11,384	11,664
Amortization of debt discount	211,361	5,745
Gain on sale of fixed assets	-	(9,778)
Gain on settlement of debt	(118,492)	-
Gain on change in derivative liability	(854,138)	-
Change in assets and liabilities:		
(Increase) Decrease in:		
Accounts receivable	50,570	(7,731)
Prepaid and other assets	1,021	(12,819)
Other assets	-	5,000
Increase in:		
Accounts payable	(5,141)	42,376
Accrued expenses	36,750	13,986
Deferred income	(1,850)	-
Other liabilities	-	(1,131)
	-----	-----
NET CASH (USED) IN OPERATING ACTIVITIES	(346,138)	(30,086)
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(2,355)	(3,162)
Proceeds from sale of fixed assets	-	9,778
	-----	-----
NET CASH (USED)/PROVIDED IN INVESTING ACTIVITIES	(2,355)	6,616
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of notes payable	340,000	35,000
	-----	-----
NET CASH PROVIDED IN FINANCING ACTIVITIES	340,000	35,000
	-----	-----

NET INCREASE/(DECREASE) IN CASH	(8,493)	11,530
CASH, BEGINNING OF YEAR	50,041	12,636
	-----	-----
CASH, END OF PERIOD	\$ 41,548	\$ 24,166
	=====	=====
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Interest paid	\$ 44	\$ -
	=====	=====
Taxes paid	\$ 1,600	\$ -
	=====	=====

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

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WARP 9, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
DECEMBER 31, 2014

1. BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all normal recurring adjustments considered necessary for a fair presentation have been included. Operating results for the six months ended December 31, 2014 are not necessarily indicative of the results that may be expected for the year ending June 30, 2015. For further information refer to the financial statements and footnotes thereto included in the Company's Form 10K for the year ended June 30, 2014.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Warp 9, Inc. is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

The Consolidated Financial Statements include the Company and its majority-owned subsidiary ("Warp 9, Inc., a Delaware corporation"). All significant inter-company transactions are eliminated in consolidation.

ACCOUNTS RECEIVABLE

The Company extends credit to its customers, who are located nationwide. Accounts receivable are customer obligations due under normal trade terms. The Company performs continuing credit evaluations of its customers' financial condition. Management reviews accounts receivable on a regular basis, based on contracted terms and how recently payments have been received to determine if any such amounts will potentially be uncollected. The Company includes any balances that are determined to be uncollectible in its allowance for doubtful accounts. After all attempts to collect a receivable have failed, the receivable is written off. The balance of the allowance account at December 31, 2014 and June 30, 2014 are \$4,808 and \$24,907 respectively.

REVENUE RECOGNITION

The Company recognizes income when the service is provided or when product is delivered. We present revenue, net of customer incentives. Most of the income is generated from professional services and site development fees.

We provide online marketing services that we purchase from third parties. The gross revenue presented in our statement of operations is in accordance with ASC 605-45.

We also offer professional services such as development services. The fees for development services with multiple deliverables constitute a separate unit of accounting in accordance with ASC 605-25, which are recognized as the work is performed.

Upfront fees for development services or other customer services are

deferred until certain implementation or contractual milestones have been achieved. The deferred revenue as of December 31, 2014 and June 30, 2014 was \$1,450 and \$3,300, respectively.

For the quarter ended, December 31, 2014, monthly recurring fees for mobile and desktop e-commerce development account for 25% of the Company's total revenues, professional services account for 71% and the remaining 4% of total revenues are from resale of third party products and services.

For the quarter ended, December 31, 2013, monthly recurring fees for mobile and desktop e-commerce development account for 25% of the Company's total revenues, professional services account for 74% and the remaining 1% of total revenues are from resale of third party products and services.

STOCK-BASED COMPENSATION

The Company addressed the accounting for share-based payment transactions in which an enterprise receives employee services in exchange for either equity instruments of the enterprise or liabilities that are based on the fair value of the enterprise's equity instruments or that may be settled by the issuance of such equity instruments. The transactions are

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WARP 9, INC. AND SUBSIDIARY NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED DECEMBER 31, 2014

accounted for using a fair-value-based method and recognized as expenses in our statement of income. There was no material impact on the Company's financial statement of operations.

Stock-based compensation expense recognized during the period is based on the value of the portion of stock-based payment awards that is ultimately expected to vest. Stock-based compensation expense recognized in the consolidated statement of operations during the quarter ended December 31, 2014, included compensation expense for the stock-based payment awards granted prior to, but not yet vested, as of December 31, 2014 based on the grant date fair value estimated. Stock-based compensation expense recognized in the statement of operations for the quarter ended December 31, 2014 is based on awards ultimately expected to vest, or has been reduced for estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The stock-based compensation expense recognized in the consolidated statements of operations during the six months ended December 31, 2014 and 2013 was \$11,384 and \$11,664, respectively.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

Management reviewed accounting pronouncements issued during the three months ended December 31, 2014, and no pronouncements were adopted during the period.

3. LIQUIDITY AND OPERATIONS

The Company had net income of \$311,535 and net loss of \$117,822 for the six months periods ended December 31, 2014 and 2013, respectively, and net cash used in operating activities of \$346,138 and \$30,086 for the same periods, respectively.

While Warp 9 expects that its capital needs in the foreseeable future may be met by cash-on-hand and projected positive cash-flow, there is no assurance that the Company will be able to generate enough positive cash flow or have sufficient capital to finance its growth and business operations, or that such capital will be available on terms that are favorable to the Company or at all. In the current financial environment, it could become difficult for the Company to obtain equipment leases and other business financing. There is no assurance that Warp 9 would be able to obtain additional working capital through the private placement of common stock or from any other source.

GOING CONCERN

The accompanying financial statements have been prepared on a going concern basis of accounting, which contemplates continuity of operations, realization of assets and liabilities and commitments in the normal course of business. The accompanying financial statements do not reflect any adjustments that might result if the Company is unable to continue as a going concern. The Company does not generate significant revenue, and has negative cash flows from operations, which raise substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern and appropriateness of using the going concern basis is dependent upon, among other things, an additional cash infusion. The Company has obtained funds from its shareholders since its inception through December 31, 2014. It is management's plan to generate additional working capital from increasing sales from its desktop and Warp 9 Mobile service offerings, and then continue to pursue its

business plan and purposes.

4. CONVERTIBLE NOTES PAYABLE

On March 25, 2013, the Company entered into a convertible promissory note (the "March 2013 Note") in the amount of \$100,000, at which time an initial advance of \$50,000 was received to cover operational expenses. The lender advanced an additional \$20,000 on April 16, 2013, an additional \$15,000 on May 1, 2013 and an additional \$15,000 on May 16, 2013, for a total draw of \$100,000. The terms of the March 2013 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.015 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The March 2013 Note bears interest at a rate of 10% per year and matures on September 25, 2015. On May 23, 2014, the lender converted \$17,000 of the \$100,000 outstanding balance and accrued interest of \$1,975 into 4,743,699 shares of common stock. On October 14, 2014, the lender converted \$17,000 of the \$83,000 outstanding balance and accrued interest of \$2,645 into 4,911,370 shares of common stock. The balance of the March 2013 Note, as of December 31, 2014 is \$66,000.

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WARP 9, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
DECEMBER 31, 2014

On May 16, 2013, the Company signed a convertible promissory note (the "May 2013 Note") in the amount of \$100,000, at which time an initial advance of \$10,000 was received to cover operational expenses. The lender advanced an additional \$20,000 on June 3, 2013, an additional \$25,000 on July 2, 2013, an additional \$10,000 on September 3, 2013 and an additional \$35,000 on February 18, 2014, for a total draw of \$100,000. The terms of the May 2013 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.015 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The Company recognized a discount on the May 2013 Note in the amount of \$20,000, due to the beneficial conversion feature. This discount is being recognized over twelve months, beginning on the date of each tranche payment. For the quarter ended December 31, 2014, the Company included \$23,669 in interest expense related to the discount. The debt discount related to the conversion feature of the May 2013 Note is fully amortized, as of December 31, 2014. The May 2013 Note bears interest at a rate of 10% per year and matures on November 16, 2015.

On March 4, 2014, the Company entered into a convertible promissory note (the "March 2014 Note") in the amount of \$250,000, at which time an initial advance of \$25,000 was received to cover operational expenses. The lender advanced an additional \$20,000 on March 17, 2014 and an additional \$30,000 on April 2, 2014, for a total draw of \$75,000. The terms of the March 2014 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.012 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The Company recorded a debt discount of \$46,929 related to the beneficial conversion feature of the March 2014 Note, along with derivative liabilities. This discount is recognized over 18 months, beginning on the date of each tranche payment. For the quarter ended December 31, 2014, the Company included \$12,577 in interest expense related to the discount. The March 2014 Note bears interest at a rate of 10% per year and matures 18 months from the effective date of each advance.

On April 16, 2014, the Company entered into a convertible promissory note (the "April 2014 Note") in the amount of \$300,000, at which time an initial advance of \$40,000 was received to cover operational expenses. The lender advanced an additional \$55,000 on April 30, 2014, an additional \$40,000 on May 16, 2014, an additional \$40,000 on June 2, 2014, an additional \$35,000 on June 30, 2014, an additional \$40,000 on July 18, 2014, and an additional \$50,000 on August 15, 2014, for a total draw of \$300,000. The terms of the April 2014 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.012 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The Company recorded a debt discount of \$201,669 related to the conversion feature of the April 2014 Note, along with derivative liabilities. This discount is recognized over 18 months, beginning on the date of each tranche payment. For the quarter ended December 31, 2014, the Company included \$50,325 in interest expense related to the discount. The April 2014 Note bears interest at a rate of 10% per year and matures 18 months from the effective date of each advance.

On September 5, 2014, the Company entered into a convertible promissory note (the "September 2014 Note") in the amount of \$250,000, at which time an initial advance of \$40,000 was received to cover operational expenses.

The lender advanced an additional \$10,000 on September 17, 2014, an additional \$30,000 on October 1, 2014, an additional \$40,000 on October 16, 2014, an additional \$40,000 on October 31, 2014, an additional \$40,000 on November 18, 2014 and an additional \$50,000 on December 16, 2014, for a total draw of \$250,000. The terms of the September 2014 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.015 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The Company recorded a debt discount of \$220,022 related to the conversion feature of the April 2014 Note, along with derivative liabilities. For the quarter ended December 31, 2014, the Company included \$27,912 in interest expense related to the discount. The September 2014 Note bears interest at a rate of 10% per year and matures 18 months from the effective date of each advance.

ASC Topic 815 provides guidance applicable to convertible debt issued by the Company in instances where the number into which the debt can be converted is not fixed. For example, when a convertible debt converts at a discount to market based on the stock price on the date of conversion, ASC Topic 815 requires that the embedded conversion option of the convertible debt be bifurcated from the host contract and recorded at their fair value. In accounting for derivatives under accounting standards, the Company recorded a liability of \$1,608,677 representing the estimated present value of the conversion feature considering the historic volatility of the Company's stock, and a discount of \$468,620 representing the imputed interest associated with the embedded derivative. The discount is amortized over the life of the convertible debt, and the derivative liability is adjusted periodically according to stock price fluctuations. At the time of conversion, any remaining derivative liability will be charged to additional paid-in capital.

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WARP 9, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
DECEMBER 31, 2014

For purpose of determining the fair market value of the derivative liability, the Company used Black Scholes option valuation model. The significant assumptions used in the Black Scholes valuation of the derivative are as follows:

Stock price on the valuation dates	\$	0.011
Conversion price for the debt	\$	0.004 - 0.00745
Dividend yield		0%
Months to maturity		9 months - 18 months
Risk free rate		0.23% - 0.46%
Expected volatility		140.11% - 150.73%

Following is the five year maturity schedule for our convertible notes payable:

Year ended June 30,	Principle	Discount	Net Book Value
-----	-----	-----	-----
2015	\$ -	\$ -	\$ -
2016	\$ 842,310	\$ (468,620)	\$ 373,690
2017	\$ -	\$ -	\$ -
2018	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities are carried at cost, which approximates their fair value, due to the relatively short maturity of these instruments. As of December 31, 2014 and 2013, the Company's capital lease obligations and notes payable have stated borrowing rates that are consistent with those currently available to the Company and, accordingly, the Company believes the carrying value of these debt instruments approximates their fair value.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC Topic 820 established a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). These tiers include:

- o Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- o Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted

prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and

- o Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

We measure certain financial instruments at fair value on a recurring basis. Assets and liabilities measured at fair value on a recurring basis are as follows at December 31, 2014:

	Total	(Level 1)	(Level 2)	(Level 3)
Assets	\$ -	\$ -	\$ -	\$ -
Total assets measured at fair value	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liability	1,608,677	-	-	1,608,677
Convertible notes, net of discount	373,690	-	-	373,690
Total liabilities measured at fair value	\$ 1,982,367	\$ -	\$ -	\$ 1,982,367

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WARP 9, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
DECEMBER 31, 2014

Assets and liabilities measured at fair value on a recurring basis are as follows at December 31, 2013:

	Total	(Level 1)	(Level 2)	(Level 3)
Assets	\$ -	\$ -	\$ -	\$ -
Total assets measured at fair value	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liability	-	-	-	-
Convertible notes, net of discount	168,856	-	-	168,856
Total liabilities measured at fair value	\$ 168,856	\$ -	\$ -	\$ 168,856

5. RELATED PARTIES

During the quarter ended December 31, 2014, there were no related party transactions.

6. CAPITAL STOCK

At December 31, 2014 and 2013, the Company's authorized stock consists of 495,000,000 shares of common stock, par value \$0.001 per share. The Company is also authorized to issue 5,000,000 shares of preferred stock, par value of \$0.001 per share. The rights, preferences and privileges of the holders of the preferred stock will be determined by the Board of Directors prior to issuance of such shares. On May 23, 2014, the March 2013 Note holder converted \$17,000 out of the \$100,000 balance along with accrued interest of \$1,975 into 4,743,699 shares of common stock. On October 14, 2014, the March 2013 Note holder converted \$17,000 of the \$83,000 outstanding balance and accrued interest of \$2,645 into 4,911,370 shares of common stock.

7. STOCK OPTIONS AND WARRANTS

STOCK OPTIONS

Our 2003 Stock Option Plan for Directors, Officers, Employees and Key Consultants (the "2003 Plan") authorizing the issuance of up to 5,000,000 shares of our common stock pursuant to the grant and exercise of up to 5,000,000 stock options terminated upon the expiration of the remaining options granted under the 2003 Plan on May 24, 2014. In the future, we plan

to establish a new management stock option plan pursuant to which stock options may be authorized and granted to our executive officers, directors, employees and key consultants. We expect to authorize up to 10% of our issued and outstanding Common Stock for future issuance under such plan. We believe that stock option awards motivate our employees to work to improve our business and stock price performance, thereby further linking the interests of our senior management and our stockholders. The board considers several factors in determining whether awards are granted to an executive officer, including those previously described, as well as the executive's position, his or her performance and responsibilities, and the amount of options, if any, currently held by the officer and their vesting schedule. Our policy prohibits backdating options or granting them retroactively. As of December 31, 2014, 13,000,000 stock options granted outside of the Plan are outstanding.

The weighted average remaining contractual life of options outstanding as of December 31, 2014 was as follows:

Exercise prices	Number of options outstanding	Weighted Average remaining contractual life (years)
\$ 0.005	12,500,000	4.62
\$ 0.004	500,000	6.79
	----- 13,000,000 =====	

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WARP 9, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
DECEMBER 31, 2014

A summary of the Company's stock option activity and related information follows:

	Quarter ended December 31, 2014	
	Options	Weighted average exercise price
Outstanding -beginning of period	13,000,000	\$ 0.005
Granted	-	\$ -
Exercised	-	\$ -
Forfeited	-	\$ -
	-----	-----
Outstanding - end of period	13,000,000	\$ 0.005
	=====	=====
Exercisable at the end of the period	10,334,247	\$ 0.005
	=====	=====
Weighted average fair value of options granted during the year		\$ -
		=====

WARRANTS

During the quarter ended December 31, 2014, the Company issued no warrants for services. A summary of the Company's warrant activity and related information follows:

	Quarter Ended December 31, 2014		
	Warrants	Weighted average exercise price	Weighted Average remaining contractual life (years)
Outstanding/exercisable - beginning of period	28,019,163	\$ 0.003	0.003
Granted	-	-	
Exercised	-	-	
Forfeited	-	-	
	-----	-----	-----
Outstanding/exercisable - end of period	28,019,163	\$ 0.003	0.01.27
	=====	=====	=====

8. SUPPLEMENTAL STATEMENT OF CASH FLOWS INFORMATION

During the period ended December 31, 2014, we had the following non-cash financing activities:

- o Decreased notes payable by \$19,645, increased common stock by \$4,911 and additional paid-in capital by \$54,025 for common shares as a result of a partial conversion of the March 2013 Note.

9. SUBSEQUENT EVENTS

Management has evaluated subsequent events according to the requirements of ASC TOPIC 855, and has reported the following events:

On January 5, 2015, the Company entered into a convertible promissory note (the "January 2015 Note") in the amount of \$250,000, at which time an initial advance of \$30,000 was received to cover operational expenses. The lender advanced an additional \$45,000 on January 20, 2015, an additional \$45,000 on February 2, 2015, for a total draw of \$120,000. The terms of the January 2015 Note allow the lender to convert all or part of the outstanding balance plus accrued interest, at any time after the effective date, at a conversion price of the lower of (a) \$0.015 per share, or (b) 50% of the lowest trade price of Common Stock recorded on any trade day after the effective date of the agreement. The January 2015 Note bears interest at a rate of 10% per year and matures 18 months from the effective date of each advance.

On February 3, 2015, the Company granted 63,000,000 non-qualified stock options at a strike price of \$0.0131. The options vest 1/36th monthly and expire February 3, 2022.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

CAUTIONARY STATEMENTS

This Form 10-Q contains financial projections and other "forward-looking statements," as that term is used in federal securities laws, about Warp 9, Inc.'s ("Warp 9," "we," "us," or the "Company") financial condition, results of operations, and business. These statements include, among others:

- o statements concerning the potential for benefits that Warp 9 may experience from its business activities and certain transactions it contemplates or has completed; and
- o statements of Warp 9's expectations, future plans and strategies, anticipated developments, and other matters that are not historical facts. These statements may be made expressly in this Form 10-Q. You can find many of these statements by looking for words such as "believes," "expects," "anticipates," "estimates," or similar expressions used in this Form 10-Q. These forward-looking statements are subject to numerous assumptions, risks, and uncertainties that may cause the Company's actual results to be materially different from any future results expressed or implied by the Company in those statements. The most important facts that could prevent the Company from achieving its stated goals include, but are not limited to, the following:
 - (a) volatility or decline of the Company's stock price;
 - (b) potential fluctuation in quarterly results;
 - (c) failure of the Company to earn revenues or profits;
 - (d) inadequate capital to continue or expand its business, and inability to raise additional capital or financing to implement its business plans;
 - (e) failure to further commercialize its technology or to make sales;
 - (f) reduction in demand for the Company's products and services;
 - (g) rapid and significant changes in markets;
 - (h) litigation with or legal claims and allegations by outside parties;
 - (i) insufficient revenues to cover operating costs;
 - (j) aspects of the Company's business are not proprietary and in general the Company is subject to inherent competition;

- (k) further dilution of existing shareholders' ownership in Company;
- (l) uncollectible accounts and the need to incur expenses to collect amounts owed to the Company; and
- (m) lack of an Audit Committee and a sufficient number of independent directors.

There is no assurance that the Company will be profitable. The Company may not be able to successfully develop, manage, or market its products and services. The Company may not be able to attract or retain qualified executives and technology personnel. The Company may not be able to obtain customers for its products or services. The Company's products and services may become obsolete. Government regulation may hinder the Company's business. Additional dilution in outstanding stock ownership may be incurred due to the issuance of more shares, warrants and stock options, the exercise of outstanding warrants and stock options.

Because these statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by forward-looking statements. The Company cautions you not to place undue reliance on these statements, which speak only as of the date of this Form 10-Q. The cautionary statements contained or referred to in this section should be considered in connection with any subsequent written or oral forward-looking statements that the Company or persons acting on its behalf may issue. The Company does not undertake any obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this Form 10-Q or to reflect the occurrence of unanticipated events.

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The following discussion should be read in conjunction with our condensed consolidated financial statements and notes to those statements. In addition to historical information, the following discussion and other parts of this quarterly report contain forward-looking information that involves risks and uncertainties.

CURRENT OVERVIEW

We are a provider of mobile and e-commerce solutions for midsize online sellers in the retail and business to business ("B2B") industries. Our solutions and services are designed to help multi-channel retailers maximize digital commerce revenues by applying our technologies and solutions for mobile e-commerce, desktop e-commerce, e-mail marketing, social media, and other digital avenues. Offered as an outsourced and fully managed Software-as-a-Service ("SaaS") model, our solutions allow customers to focus on their core business, rather than technical implementations and software and hardware architecture, design, and maintenance. We also offer professional services to our clients which include graphic design, store management, new feature development, promotion management, search engine optimization ("SEO"), social media management, merchandizing, integration to third party payment processing and fulfillment systems, analytics, custom reporting, and strategic consultation.

We believe our products and services allow our clients to lower costs and focus on promoting and marketing their brand, product line, and website while leveraging the investments we have made in technology and infrastructure to operate a dynamic digital presence.

A portion of the Company's revenues are from monthly recurring fees for mobile and desktop development. During the quarter ended December 31, 2014, these products accounted for approximately 25% of our gross revenue. During the quarter ended December 31, 2014, professional services accounted for approximately 71% of our gross revenue.

CRITICAL ACCOUNTING POLICIES

Our discussion and analysis of our financial condition and results of operations, including the discussion on liquidity and capital resources, are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, management re-evaluates its estimates and judgments, particularly those related to the determination of the estimated recoverable amounts of trade accounts receivable, impairment of long-lived assets, revenue recognition, and deferred tax assets. We believe the following critical accounting policies require more significant judgment and estimates used in the preparation of the financial statements.

We maintain an allowance for doubtful accounts for estimated losses that may arise if any of our customers are unable to make required payments.

Management specifically analyzes the age of customer balances, historical bad debt experience, customer credit-worthiness, and changes in customer payment terms when making estimates of the uncollectability of our trade accounts receivable balances. If we determine that the financial conditions of any of our customers has deteriorated, whether due to customer specific or general economic issues, increases in the allowance may be made. Accounts receivable are written off when all collection attempts have failed.

We follow the provisions of ASC 605-10-25, that four conditions must be met before revenue can be recognized: (i) there is persuasive evidence that an arrangement exists, (ii) delivery has occurred or service has been rendered, (iii) the price is fixed or determinable, and (iv) collection is reasonably assured.

Income taxes are accounted for under the asset and liability method. Under this method, to the extent that we believe that the deferred tax asset is not likely to be recovered, a valuation allowance is provided. In making this determination, we consider estimated future taxable income and taxable timing differences expected in the future. Actual results may differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities are carried at cost, which approximates their fair value, due to the relatively short maturity of these instruments. As of December 31, 2014 and 2013, the Company's capital lease obligations and notes payable have stated borrowing rates that are consistent with those currently available to the Company and, accordingly, the Company believes the carrying value of these debt instruments approximates their fair value.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC Topic 820 established a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value.

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The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). These tiers include:

- o Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- o Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- o Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

We measure certain financial instruments at fair value on a recurring basis. Assets and liabilities measured at fair value on a recurring basis are as follows at December 31, 2014:

	Total	(Level 1)	(Level 2)	(Level 3)
Assets	\$ -	\$ -	\$ -	\$ -
Total assets measured at fair value	\$ -	\$ -	\$ -	\$ -
Liabilities				
Derivative liability	1,608,677	-	-	1,608,677
Convertible notes, net of discount	373,690	-	-	373,690
Total liabilities measured at fair value	\$ 1,982,367	\$ -	\$ -	\$ 1,982,367

Assets and liabilities measured at fair value on a recurring basis are as follows at December 31, 2013:

Total	(Level 1)	(Level 2)	(Level 3)
-------	-----------	-----------	-----------

Assets	\$	-	\$	-	\$	-	\$	-
Total assets measured at fair value	\$	-	\$	-	\$	-	\$	-
Liabilities								
Derivative liability		-		-		-		-
Convertible notes, net of discount	168,856		-		-		168,856	
Total liabilities measured at fair value	\$ 168,856	\$	-	\$	-	\$	168,856	

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RESULTS OF OPERATIONS FOR THE SIX MONTHS ENDED DECEMBER 31, 2014, COMPARED TO THE SIX MONTHS ENDED DECEMBER 31, 2013.

REVENUE

Total revenue for the six months ended December 31, 2014 decreased by \$370,976 to \$240,983, compared to \$611,495 for the six months ended December 31, 2013. The decrease was primarily due to a decline of our mobile website development revenue during the current period. During the prior year, the Company maintained numerous mobile sites for Moovweb, which added significant mobile revenue. However, due to a strategy change at Moovweb, that mobile maintenance work was re-directed to other sources, contributing to the lower current year mobile revenue.

COST OF REVENUE

The cost of revenue for the six months ended December 31, 2014 decreased by \$139,341 to \$29,282, compared to \$168,623 for the six months ended December 31, 2013. The overall decrease was primarily due to a change in our sourcing for development projects. Outsourced contractor expenses are reported as a cost of revenue and in-house employees are reported in salary expense, a component of selling, general and administrative expenses. During the quarter, the Company primarily used in-house employees to produce mobile and desktop websites, which shifted the expense from cost of revenue to selling, general and administrative.

SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES

Selling, general, and administrative ("SG&A") expenses six months ended December 31, 2014 increased \$110,695 to \$614,994, compared to \$504,299 for the six months ended December 31, 2013. The overall increase in SG&A expenses was primarily due sourcing for development projects, as noted above in the explanation of the change in cost of revenue.

RESEARCH AND DEVELOPMENT

Research and development expenses for the six months ended December 31, 2014 and December 31, 2013 were both zero.

DEPRECIATION AND AMORTIZATION

Depreciation and amortization expenses for the six months ended December 31, 2014 decreased \$38,150 to \$2,274, compared to \$40,424 for the six months ended December 31, 2013. The decrease was due to the Company decommissioning its data center and disposing of the data center equipment in the prior period, some of which had not been fully depreciated.

OTHER INCOME AND EXPENSE

Total other income (expense) for the six months ended December 31, 2014 increased \$731,640 to net other income of \$730,086, compared to net other expense of \$1,554 for the six months ended December 31, 2013. The increase was primarily due to gain on extinguishment of debt and gain on the changes in derivative liability.

NET INCOME/(LOSS)

The consolidated net income for the six months ended December 31, 2014 was \$311,535, compared to the consolidated net loss of (\$117,822) for the six months ended December 31, 2013. The increase in net income for the period was primarily due to non-cash gains on extinguishment of debt and changes in derivative liability.

LIQUIDITY AND CAPITAL RESOURCES

The Company had a net working capital deficit (i.e. the difference between

current assets and current liabilities) of (\$1,984,694) at December 31, 2014 compared to a net working capital deficit of (\$2,416,687) at June 30, 2014. The decrease in net working capital deficit at December 31, 2014 was caused by a decrease in derivative liability.

Cash flow used in operating activities was (\$346,138) for the six months ended December 31, 2014, compared to cash flow used in operating activities of (\$30,086) for the six months ended December 31, 2013. The increase in cash flow used in operating activities of \$316,052 was primarily due to a gain on settlement of debt and a gain on changes in derivative liability, partially offset by an increase in net income.

Cash flow used in investing activities was (\$2,355) for the six months ended December 31, 2014, compared to cash flow provided in investing activities

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of \$6,616 for the six months ended December 31, 2013. The increase in cash flow used in investing activities of \$8,971 during the current period, was primarily due to the purchase of computer equipment.

Cash flow provided in financing activities was \$340,000 for the six months ended December 31, 2014 compared to \$35,000 for the six months ended December 31, 2013. The increase in cash flow provided in financing activities of \$305,000 was due to proceeds received by the Company from a convertible promissory note.

While we expect that our capital needs in the foreseeable future will be met by cash-on-hand and existing cash flow, there is no assurance that we will generate any or sufficient positive cash flows, or have sufficient capital, to finance our growth and business operations, or that such capital will be available on terms that are favorable to us or at all. The Company has recently been incurring operating losses and experiencing negative cash flow. In the current financial environment, it could become difficult for the Company to obtain business leases and other equipment financing. There is no assurance that we would be able to obtain additional working capital through the private placement of common stock or from any other source.

OFF-BALANCE SHEET ARRANGEMENTS

None.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not Applicable.

ITEM 4. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by Warp 9 in the reports that it files under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer that it files under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive officer and principal financial officers, or persons performing similar functions as appropriate to allow timely decisions regarding required disclosure. The Company's Chairman, Chief Executive Officer, and Chief Financial Officer are responsible for establishing and maintaining disclosure controls and procedures for the Company.

Management has evaluated the effectiveness of the Company's disclosure controls and procedures as of December 31, 2014 (under the supervision and with the participation of the Company's Chairman, Chief Executive Officer, and Chief Financial Officer) pursuant to Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended. As part of such evaluation, management considered the matters discussed below relating to internal control over financial reporting. Based on this evaluation, the Company's Chairman, Chief Executive Officer, and Chief Financial Officer have concluded that the Company's disclosure controls and procedures are effective as of December 31, 2014.

INTERNAL CONTROL OVER FINANCIAL REPORTING

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934). The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes of accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements.

Therefore, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives. Furthermore, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to change in conditions, or the degree of compliance with the policies or procedures may deteriorate. After evaluating the Company's internal controls over financial reporting, the Company's Chairman, Chief Executive Officer, and Chief Financial Officer have concluded that the internal controls over financial reporting are effective as of December 31, 2014.

CHANGES IN INTERNAL CONTROLS OVER FINANCIAL REPORTING

There have been no changes in the Company's internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

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PART II. - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

There are no current legal proceedings as of this time.

The Company may be involved in legal actions and claims arising in the ordinary course of business from time to time in the future.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS

(a) Exhibits

EXHIBIT NO.	DESCRIPTION
3.1	Articles of Incorporation (1)
3.2	Bylaws (1)
4.1	Specimen Certificate for Common Stock (1)
4.2	Non-Qualified Employee Stock Option Plan (2)
4.3	Convertible Debenture dated December 28, 2005 (3)
4.4	Form of \$0.08 Warrant (3)
4.5	Form of \$0.10 Warrant (3)
4.6	Form of \$0.12 Warrant (3)
10.1	First Agreement and Plan of Reorganization between Latinocare Management Corporation, a Nevada corporation, and Warp 9, Inc., a Delaware corporation (4)
10.2	Second Agreement and Plan of Reorganization between Latinocare Management Corporation, a Nevada corporation, and Warp 9, Inc., a Delaware corporation (5)
10.3	Exchange Agreement and Representations for shareholders of Warp 9, Inc. (4)
10.4	Securities Purchase Agreement dated as of March 28, 2005 between Roaming Messenger, Inc. and Wings Fund, Inc. (6)
10.5	Periodic Equity Investment Agreement dated as of March 28, 2005 between Roaming Messenger, Inc. and Wings Fund, Inc. (6)
10.6	Registration Rights Agreement dated as of March 28, 2005 between Roaming Messenger, Inc. and Wings Fund, Inc. (6)
10.7	Securities Purchase Agreement dated December 28, 2005 between the Company and Cornell Capital Partners LLP (3)
10.8	Investor Registration Rights Agreement dated December 28, 2005 (3)
10.9	Insider Pledge and Escrow Agreement dated December 28, 2005 by and among the Company, Cornell and David Gonzalez as

10.10 escrow agent (3)
 Security Agreement dated December 28, 2005 by and between
 the Company and Cornell (3)
 10.11 Escrow Agreement Dated December 28, 2005 by and among the
 Company, Cornell and David Gonzalez, as Escrow Agent (3)
 10.12 Irrevocable Transfer Agent Instructions (3)
 10.13 Exclusive Technology License Agreement, dated September 18,
 2006 (8)

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10.14 Subscription Agreement with Zingerang Inc., dated September
 18, 2006 (8)
 10.15 Termination of License Agreement with Carbon Sciences, Inc.,
 dated April 2, 2007 (9)
 10.16 Completion of Securities Purchase Agreement dated December
 28, 2005 between the Company and Cornell Capital Partners
 LLP (10)
 10.17 Form of convertible note, dated January 5, 2015
 10.18 Form of stock option agreement
 21.1 List of Subsidiaries (7)
 31.1 Section 302 Certification
 31.2 Section 302 Certification
 32.1 Section 906 Certification
 32.2 Section 906 Certification
 EX-101.INS XBRL INSTANCE DOCUMENT*
 EX-101.SCH XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT*
 EX-101.CAL XBRL TAXONOMY EXTENSION CALCULATION LINKBASE*
 EX-101.DEF XBRL TAXONOMY EXTENSION DEFINITION LINKBASE*
 EX-101.LAB XBRL TAXONOMY EXTENSION LABELS LINKBASE*
 EX-101.PRE XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE*

-
- (1) Incorporated by reference from the exhibits included with the Company's prior Report on Form 10-KSB filed with the Securities and Exchange Commission, dated March 31, 2002.
 - (2) Incorporated by reference from the exhibits included in the Company's Information Statement filed with the Securities and Exchange Commission, dated August 1, 2003.
 - (3) Incorporated by reference from the exhibits included in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 29, 2005.
 - (4) Incorporated by reference from the exhibits included with the Company's prior Report on Form SC 14F1 filed with the Securities and Exchange Commission, dated April 8, 2003.
 - (5) Incorporated by reference from the exhibits included with the Company's prior Report on Form 8K filed with the Securities and Exchange Commission, dated May 30, 2003.
 - (6) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission dated March 30, 2005.
 - (7) Incorporated by reference to the exhibits filed with the Company's prior Annual Report on Form 10-KSB/A filed with the Securities and Exchange Commission, dated October 12, 2007.
 - (8) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission, dated September 22, 2005.
 - (9) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission, dated May 8, 2007.
 - (10) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission, dated June 10, 2008.

* Furnished herewith. Pursuant to Rule 406T of Regulation S-T, the interactive data files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, and otherwise are not subject to liability under those sections.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities

Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

WARP 9, INC.

(Registrant)

Dated: February 17, 2015

By: /s/ Andrew Van Noy

Andrew Van Noy,
Chief Executive Officer and President

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

By: /s/ Andrew Van Noy

Dated: February 17, 2015

Andrew Van Noy, Chief Executive Officer and President
(Principal Executive Officer)

By: /s/ Gregory Boden

Dated: February 17, 2015

Gregory Boden, Chief Financial Officer
(Principal Financial/Accounting Officer)

EXHIBIT 10.17
FORM OF CONVERTIBLE PROMISSORY NOTE

EXHIBIT 10.17

CONVERTIBLE PROMISSORY NOTE
\$250,000

FOR VALUE RECEIVED, WARP 9, INC., a NEVADA corporation, (the "Borrower") with approximately 105,790,195 shares of common stock issued and outstanding, promises to pay to _____, a _____ CORPORATION, or its assignees (the "Lender") the Principal Sum along with the Interest and any other fees according to the terms herein (this "Note"). This Note shall become effective on JANUARY 5, 2015 (the "Effective Date").

The Principal Sum is TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) plus accrued and unpaid interest. The Consideration is TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) payable by wire. The Lender shall pay THIRTY THOUSAND DOLLARS (\$30,000) of the Consideration upon execution of this Note (the "Initial Consideration"). The Lender may pay additional Consideration to the Borrower in such amounts as the Lender may choose in its sole discretion (the "Additional Consideration"). The Principal Sum due to the Lender, and as referenced hereinafter, shall be the Initial Consideration plus any Additional Consideration actually paid by the Lender such that the Borrower is only required to repay the amount funded and the Borrower is not required to repay any unfunded portion of this Note, nor shall any interest or other rights or remedies granted herein extend to any unfunded portion of this Note.

1. MATURITY DATE. The Maturity Date is EIGHTEEN (18) MONTHS from the Effective Date of each payment of Consideration (the "Maturity Date") and is the date upon which the Principal Sum of this Note and unpaid interest and fees (the "Note Amount") shall be due and payable.

2. INTEREST. This Note shall bear interest at the rate of TEN PERCENT (10%) per year.

3. CONVERSION. The Lender has the right, at any time after the Effective Date, at its election, to convert all or part of the Note Amount into shares of fully paid and non-assessable shares of common stock of the Borrower (the "Common Stock"). The conversion price (the "Conversion Price") shall be the lesser of (a) \$0.015 per share of Common Stock or (b) FIFTY PERCENT (50%) of the lowest trade price of Common Stock recorded on any trade day after the Effective Date, or (c) the lowest effective price per share granted to any person or entity after the Effective Date to acquire Common Stock, or adjust, whether by operation of purchase price adjustment, settlement agreements, exchange agreements, reset provision, floating conversion or otherwise, any outstanding warrant, option or other right to acquire Common Stock or outstanding Common Stock equivalents (the "Conversion Price"). The conversion formula shall be as follows: Number of shares receivable upon conversion equals the dollar conversion amount divided by the Conversion Price. A conversion notice (the "Conversion Notice") may be delivered to Borrower by method of Lender's choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Lender. If no objection is delivered from the Borrower to the Lender, with respect to any variable or calculation reflected in the Conversion Notice within 24 hours of delivery of the Conversion Notice, the Borrower shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto. The Borrower shall deliver the shares of Common Stock from any conversion to the Lender (in any name directed by the Lender) within three (3) business days of Conversion Notice delivery. After receiving the Initial Consideration, the Borrower agrees to begin a good faith effort to apply and cause the approval for

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participation in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program. Subject to FAST approval by the DTC, and upon request of the Lender and provided that the shares to be issued are eligible for transfer under Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"), or are effectively registered under the Securities Act, the Borrower shall cause its transfer agent to electronically issue the Common Stock issuable upon conversion to the Lender through the DTC Direct Registration System ("DRS"). The Conversion Price shall be subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events.

4. CONVERSION DELAYS. If Borrower fails to deliver shares in accordance with the timeframe stated in SECTION 3, the Lender, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Borrower (under the Lender's and the Borrower's expectations that any returned conversion amounts shall tack back to the original date of this Note). In addition, for each conversion, in the event that shares are not

delivered by the fourth business day (inclusive of the day of conversion), a penalty of \$1,500 per day shall be assessed for each day after the third business day (inclusive of the day of the conversion) until share delivery is made; and such penalty shall be added to the Principal Sum of this Note (under the Lender's and the Borrower's expectations that any penalty amounts shall tack back to the original date of this Note consistent with applicable securities laws). If the Borrower is unable to deliver shares under this provision, due to an insufficient number of authorized and unissued shares available, the Lender agrees not to force the Borrower to issue the shares or trigger an Event of Default, provided that the Borrower takes immediate steps necessary to obtain the appropriate approval from shareholders and/or the board of directors, where applicable, to increase the number of authorized shares to satisfy the Conversion Notice.

5. LIMITATION OF CONVERSIONS. In no event shall the Lender be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Lender and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of this Note or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Lender and its affiliates of more than 4.99% of the outstanding shares of Common Stock. For purposes of the proviso of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided, further, however, that the limitations on conversion may be waived by the Lender upon, at the election of the Lender, not less than 61 days prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Lender, as may be specified in such notice of waiver).

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6. PAYMENT. The Borrower may not prepay this Note prior to the Maturity Date. Within six (6) days prior to the Maturity Date, Borrower shall provide Lender with a written notice to pay the Note Amount on the Maturity Date. Within three (3) days of receiving written notice, the Lender shall elect to either (a) accept payment of the Note Amount or (b) convert any part of the Note Amount into shares of Common Stock. If the Lender elects to convert part of the Note Amount into shares of Common Stock, then the Borrower shall pay the remaining balance of the Note Amount by the Maturity Date.

7. PIGGYBACK REGISTRATION RIGHTS. The Borrower shall include on the next registration statement the Borrower files with the SEC (or on the subsequent registration statement if such registration statement is withdrawn) all shares of Common Stock issuable upon conversion of this Note unless such shares of Common Stock are eligible for resale under Rule 144, excluding S-8 registration statements for employee stock grant and option plans. Failure to do so shall result in liquidated damages of TWENTY FIVE PERCENT (25%) of the outstanding principal balance of this Note being immediately due and payable to the Lender at its election in the form of cash payment or addition to the balance of this Note.

8. LENDER'S REPRESENTATIONS. The Lender hereby represents and warrants to the Borrower that (i) it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act, (ii) it understands that this Note and the shares of Common Stock underlying this Note (collectively, the "Securities") have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act that depends, in part, upon the Lender's investment intention; in this connection, the Lender hereby represents that it is purchasing the Securities for the Lender's own account for investment and not with a view toward the distribution to others; provided, that Lender may syndicate participations in the Securities among a limited number of participants who all meet the suitability standards of an "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act and will share among themselves and the Lender an economic interest in the Securities on a pari passu, pass through basis with investment intent, such that the availability of the private placement exemption for the issuance of the Note under Rule 506 of Regulation D of the Securities Act is preserved, (iii) the Lender, if an entity, further represents that it was not formed for the purpose of purchasing the Securities, (iv) the Lender acknowledges that the issuance of this Note has not been reviewed by the United States Securities and Exchange Commission (the "SEC") nor any state regulatory authority since the issuance of this Note is intended to be exempt from the registration requirements of Section 4(2) of the Securities Act and Rule 506 of Regulation D, and (v) the Lender acknowledges receipt and careful review of this Note, the Borrower's filings with the SEC (including without limitation, any risk factors included in the Borrower's most recent Annual Report on Form 10-K), and any documents which may have been made available upon request as reflected therein, and hereby represents that it has

been furnished by the Borrower with all information regarding the Borrower, the terms and conditions of the purchase and any additional information that the Lender has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Borrower concerning the Borrower and the terms and conditions of the purchase.

9. BORROWER'S REPRESENTATIONS. The Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full power and authority to own, lease, license and use its properties and assets and to carry out the business in which it proposes to engage. The

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Borrower has the requisite corporate power and authority to execute, deliver and perform its obligations under this Note and to issue and sell this Note. All necessary proceedings of the Borrower have been duly taken to authorize the execution, delivery, and performance of this Note. When this Note is executed and delivered by the Borrower, it will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with their terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

10. DEFAULT. The following are events of default under this Note: (i) the Borrower shall fail to pay any principal under this Note when due and payable (or payable by conversion) thereunder; or (ii) the Borrower shall fail to pay any interest or any other amount under this Note when due and payable (or payable by conversion) thereunder; or (iii) a receiver, trustee or other similar official shall be appointed over the Borrower or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) the Borrower shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) the Borrower shall make a general assignment for the benefit of creditors; or (vi) the Borrower shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding shall be commenced or filed against the Borrower; or (viii) the Borrower shall lose its status as "DTC Eligible" or the Borrower's shareholders shall lose the ability to deposit (either electronically or by physical certificates, or otherwise) shares into the DTC System; or (ix) the Borrower shall become delinquent in its filing requirements as a fully-reporting issuer registered with the SEC; or (x) the Borrower shall commit a material breach of any of its covenants, representations or warranties in this Note.

11. REMEDIES. In the event of any default, the Note Amount shall become immediately due and payable at the Mandatory Default Amount. The Mandatory Default Amount shall be 110% of the Note Amount. Commencing five (5) days after the occurrence of any event of default that results in the eventual acceleration of this Note, the interest rate on the Mandatory Default Amount shall accrue at a default interest rate equal to the lesser of ten percent (10%) per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Lender need not provide, and the Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and the Lender may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. While the Mandatory Default Amount is outstanding and default interest is accruing, the Lender shall have all rights as a holder of this Note until such time as the Lender receives full payment pursuant to this paragraph, or has converted all the remaining Mandatory Default Amount and any other outstanding fees and interest into Common Stock under the terms of this Note. In the event of any default and at the request of the Lender, the Borrower shall file a registration statement with the SEC to register all shares of Common Stock issuable upon conversion of this Note that are otherwise not eligible to have their restrictive transfer legend removed under Rule 144 of the Securities Act. Nothing herein shall limit Lender's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Borrower's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

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12. NO SHORTING. Lender agrees that so long as this Note from Borrower to Lender remains outstanding, the Lender shall not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a short position with respect to the Common Stock of the Borrower. The Borrower acknowledges and agrees that upon delivery of a Conversion Notice by the Lender, the Lender immediately owns the shares of Common Stock described in the Conversion Notice and any sale of those shares issuable under such Conversion Notice would not be considered short sales.

13. ASSIGNABILITY. The Borrower may not assign this Note. This Note shall be

binding upon the Borrower and its successors and shall inure to the benefit of the Lender and its successors and assigns and may be assigned by the Lender, in whole or in part, to anyone of its choosing without Borrower's approval subject to applicable securities laws. Lender covenants not to engage in any unregistered public distribution of the Note when making any assignments.

14. GOVERNING LAW. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of NEVADA, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of NEVADA or in the federal courts located in CLARK COUNTY, in the State of NEVADA. Both parties and the individuals signing this Agreement agree to submit to the jurisdiction of such courts.

15. DELIVERY OF PROCESS BY THE LENDER TO THE BORROWER. In the event of any action or proceeding by the Lender against the Borrower, and only by the Lender against the Borrower, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Lender via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Borrower at its last known attorney as set forth in its most recent SEC filing.

16. ATTORNEY FEES. In the event any attorney is employed by either party to this Note with regard to any legal or equitable action, arbitration or other proceeding brought by such party for the enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party in such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, including but not limited to post judgment costs, in addition to any other relief to which the prevailing party may be entitled.

17. TRANSFER AGENT INSTRUCTIONS. In the event that an opinion of counsel, such as but not limited to a Rule 144 opinion, is needed for any matter related to this Note or the Common Stock the Lender has the right to have any such opinion provided by its counsel. If the Lender chooses to have its counsel provide such opinion, then the Lender shall provide the Borrower with written notice. Within three (3) business days of receiving written notice, the Borrower shall instruct its transfer agent to rely upon opinions from the Lender's counsel. A penalty of \$1,500 per day shall be assessed for each day after the third business day

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(inclusive of the day of request) until the reliance instruction is delivered to the transfer agent. If the Lender requests that the Borrower's counsel issue an opinion, then the Borrower shall cause the issuance of the requested opinion within three (3) business days. A penalty of \$1,500 per day shall be assessed for each day after the third business day (inclusive of the day of request) until the requested opinion is delivered. The Lender and the Borrower agree that all penalty amounts shall be added to the Principal Sum of this Note and shall tack back to the Effective Date of this Note, with respect to the holding period under Rule 144. In the event that the Borrower proposes to replace its transfer agent, the Borrower shall provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Reliance Letter in a form as initially delivered pursuant to this Note. The Borrower warrants that it will not direct its transfer agent not to transfer or delay, impair, and/or hinder its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for the Securities to be issued to the Lender and it will not fail to remove (or direct its transfer agent not to remove or impair, delay, and/or hinder its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for the Securities when required by this Note. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Lender by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note may be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of these provisions, that the Lender shall be entitled, in addition to all other available remedies, to an injunction restraining any breach and requiring immediate transfer, without the necessity of showing economic loss and without any bond or other security being required.

18. RESERVATION OF SHARES. At all times during which this Note is convertible, the Borrower shall reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note.

19. DISCLOSURE OF MATERIAL NON-PUBLIC INFORMATION. The Borrower agrees not to disclose any material non-public information to the Lender at any time. If the Borrower inadvertently discloses any material non-public information to the Lender, then the Borrower shall promptly publicly disclose that information by filing a Form 8-K with the SEC and by any other means necessary to make that information known to the public.

20. PUBLIC DISCLOSURE. The Lender and the Borrower agree not to issue any public

statement with respect to the Lender's investment or proposed investment in the Borrower or the terms of any agreement or covenant without the other party's prior written consent, except such disclosures as may be required under applicable law or under any applicable order, rule or regulation. The Borrower agrees to reference Lender only as "an accredited investor" and attach only a form copy this Note in any of the Borrower's filings with the Securities and Exchange Commission or any other public filings, except such full disclosures as may be required under applicable law or under any applicable order, rule or regulation.

21. NOTICES. Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices shall be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

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IN WITNESS WHEREOF, the authorized agents of the Borrower and the Lender have caused this Note to be duly executed as of the Effective Date.

WARP 9, INC. (the "Borrower")

By _____
Andrew Van Noy
Chief Executive Officer

(the "Lender")

By _____

Chief Executive Officer

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EXHIBIT 10.18
FORM OF STOCK OPTION AGREEMENT

EXHIBIT 10.18

WARP 9, INC.

NONSTATUTORY STOCK OPTION AGREEMENT

THIS EMPLOYEE NONSTATUTORY STOCK OPTION AGREEMENT ("AGREEMENT") is made and entered into as of the date set forth below, by and between Warp 9, Inc., a Nevada corporation (the "COMPANY"), and the employee of the Company ("OPTIONEE") named in Section 1(b):

In consideration of the covenants herein set forth, the parties hereto agree as follows:

1. OPTION INFORMATION.

- (a) Date of Option: _____
- (b) Optionee: _____
- (c) Number of Shares: _____
- (d) Exercise Price: _____

2. ACKNOWLEDGEMENTS.

(a) Optionee is an employee of the Company.

(b) The Board of Directors (the "BOARD") has authorized the granting to Optionee of a nonstatutory stock option ("OPTION") to purchase shares of common stock of the Company ("STOCK") upon the terms and conditions hereinafter stated and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "SECURITIES ACT") provided by Rule 701 thereunder.

3. SHARES; PRICE. Company hereby grants to Optionee the right to purchase, upon and subject to the terms and conditions herein stated, the number of shares of Stock set forth in Section 1(c) above (the "SHARES") for cash or on a cashless basis (or other consideration as is acceptable to the Board of Directors of the Company, in their sole and absolute discretion) at the price per Share set forth in Section 1(d) above (the "EXERCISE PRICE").

4. TERM OF OPTION; CONTINUATION OF SERVICE. This Option shall expire, and all rights hereunder to purchase the Shares shall terminate seven (7) years from the date hereof. This Option shall earlier terminate subject to Sections 7 and 8 hereof upon, and as of the date of, the termination of Optionee's employment if such termination occurs prior to the Termination Date. Nothing contained herein shall confer upon Optionee the right to the continuation of his or her employment by the Company or to interfere with the right of the Company to terminate such employment or to increase or decrease the compensation of Optionee from the rate in existence at the date hereof.

5. VESTING OF OPTION. Subject to the provisions of Sections 7 and 8 hereof, this Option shall vest in equal amounts over a THIRTY-SIX (36) month period during the term of Optionee's employment, with the first installment of _____ vesting on _____.

6. EXERCISE. This Option shall be exercised by delivery to the Company of (a) written notice of exercise stating the number of Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached hereto as APPENDIX A, (b) a check or cash in the amount of the Exercise Price of the Shares covered by the notice (or such other consideration as has been approved by the Board of Directors) and (c) a written investment representation as provided for in Section 13 hereof. Notwithstanding anything to the contrary contained in this Option, this Option may be exercised by presentation and surrender of this Option to the Company at its principal executive offices with a written notice of the holder's intention to effect a

cashless exercise, including a calculation of the number of shares of Common Stock to be issued upon such exercise in accordance with the terms hereof (a "Cashless Exercise"). In the event of a Cashless Exercise, in lieu of paying the

Exercise Price in cash, the holder shall surrender this Option for that number of shares of Common Stock determined by multiplying the number of Shares to which it would otherwise be entitled by a fraction, the numerator of which shall be the difference between the then current Market Price per share of the Common Stock and the Exercise Price, and the denominator of which shall be the then current Market Price per share of Common Stock. For example, if the holder is exercising 100,000 Options with a per exercise price of \$0.75 per share through a cashless exercise when the Common Stock's current Market Price per share is \$2.00 per share, then upon such Cashless Exercise the holder will receive 62,500 shares of Common Stock. Market Price is defined as the average of the last reported sale prices on the principal trading market for the Common Stock during the five (5) trading days immediately preceding such date. This Option shall not be assignable or transferable, except by will or by the laws of descent and distribution, and shall be exercisable only by Optionee during his or her lifetime, except as provided in Section 8 hereof.

7. TERMINATION OF EMPLOYMENT. If Optionee shall cease to be employed by the Company for any reason, whether voluntarily or involuntarily, other than by his or her death, Optionee (or if the Optionee shall die after such termination, but prior to such exercise date, Optionee's personal representative or the person entitled to succeed to the Option) shall have the right at any time within three (3) months following such termination of employment or the remaining term of this Option, whichever is the lesser, to exercise in whole or in part this Option to the extent, but only to the extent, that this Option was exercisable as of the date of termination of employment and had not previously been exercised; provided, however: (i) if Optionee is permanently disabled (within the meaning of Section 22(e)(3) of the Code) at the time of termination, the foregoing three (3) month period shall be extended to six (6) months; or (ii) if Optionee is terminated "for cause", or this Option Agreement or by any employment agreement between the Optionee and the Company, this Option shall automatically terminate as to all Shares covered by this Option not exercised prior to termination.

Unless earlier terminated, all rights under this Option shall terminate in any event on the expiration date of this Option as defined in Section 4 hereof.

8. DEATH OF OPTIONEE. If the Optionee shall die while in the employ of the Company, Optionee's personal representative or the person entitled to Optionee's rights hereunder may at any time within six (6) months after the date of Optionee's death, or during the remaining term of this Option, whichever is the lesser, exercise this Option and purchase Shares to the extent, but only to the extent, that Optionee could have exercised this Option as of the date of Optionee's death; provided, in any case, that this Option may be so exercised only to the extent that this Option has not previously been exercised by Optionee.

9. NO RIGHTS AS SHAREHOLDER. Optionee shall have no rights as a shareholder with respect to the Shares covered by any installment of this Option until the effective date of issuance of the Shares following exercise of this Option, and no adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate or certificates are issued except as provided in Section 10 hereof.

10. RECAPITALIZATION. Subject to any required action by the shareholders of the Company, the number of Shares covered by this Option, and the Exercise Price thereof, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a subdivision or consolidation of shares, or any other increase or decrease in the number of such shares effected without receipt of consideration by the Company; provided however that the conversion of any convertible securities of the Company shall not be deemed having been "effected without receipt of consideration by the Company".

In the event of a proposed dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving entity, or a sale of all or substantially all of the assets or capital stock of the Company (collectively, a "REORGANIZATION"), unless otherwise provided by the Board, this Option shall terminate immediately prior to such date as is determined by the Board, which date shall be no later than the consummation of such Reorganization. In such event, if the entity which shall be the surviving entity

does not tender to Optionee an offer, for which it has no obligation to do so, to substitute for any unexercised Option a stock option or capital stock of such surviving of such surviving entity, as applicable, which on an equitable basis shall provide the Optionee with substantially the same economic benefit as such unexercised Option, then the Board may grant to such Optionee, in its sole and absolute discretion and without obligation, the right for a period commencing thirty (30) days prior to and ending immediately prior to the date determined by the Board pursuant hereto for termination of the Option or during the remaining term of the Option, whichever is the lesser, to exercise any unexpired Option or Options without regard to the installment provisions of Section 5; provided, however, that such exercise shall be subject to the consummation of such

Reorganization.

Subject to any required action by the shareholders of the Company, if the Company shall be the surviving entity in any merger or consolidation, this Option thereafter shall pertain to and apply to the securities to which a holder of Shares equal to the Shares subject to this Option would have been entitled by reason of such merger or consolidation, and the installment provisions of Section 5 shall continue to apply.

In the event of a change in the shares of the Company as presently constituted, which is limited to a change of all of its authorized Stock without par value into the same number of shares of Stock with a par value, the shares resulting from any such change shall be deemed to be the Shares within the meaning of this Option.

To the extent that the foregoing adjustments relate to shares or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as hereinbefore expressly provided, Optionee shall have no rights by reason of any subdivision or consolidation of shares of Stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class, and the number and price of Shares subject to this Option shall not be affected by, and no adjustments shall be made by reason of, any dissolution, liquidation, merger, consolidation or sale of assets or capital stock, or any issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class.

The grant of this Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes in its capital or business structure or to merge, consolidate, dissolve or liquidate or to sell or transfer all or any part of its business or assets.

11. TAXATION UPON EXERCISE OF OPTION. Optionee understands that, upon exercise of this Option, Optionee will recognize income, for Federal and state income tax purposes, in an amount equal to the amount by which the fair market value of the Shares, determined as of the date of exercise, exceeds the Exercise Price. The acceptance of the Shares by Optionee shall constitute an agreement by Optionee to report such income in accordance with then applicable law and to cooperate with Company in establishing the amount of such income and corresponding deduction to the Company for its income tax purposes. Withholding for federal or state income and employment tax purposes will be made, if and as required by law, from Optionee's then current compensation, or, if such current compensation is insufficient to satisfy withholding tax liability, the Company may require Optionee to make a cash payment to cover such liability as a condition of the exercise of this Option.

12. MODIFICATION, EXTENSION AND RENEWAL OF OPTIONS. The Board or Committee, may modify, extend or renew this Option or accept the surrender thereof (to the extent not theretofore exercised) and authorize the granting of a new option in substitution therefore (to the extent not theretofore exercised). Notwithstanding the foregoing provisions of this Section 12, no modification shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights of Optionee hereunder.

13. INVESTMENT INTENT; RESTRICTIONS ON TRANSFER.

(a) Optionee represents and agrees that if Optionee exercises this Option in whole or in part, Optionee will in each case acquire the Shares upon such exercise for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof; and that upon such exercise of this Option in whole or in part, Optionee (or any person or persons entitled to exercise this Option

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under the provisions of Sections 7 and 8 hereof) shall furnish to the Company a written statement to such effect, satisfactory to the Company in form and substance. If the Shares represented by this Option are registered under the Securities Act, either before or after the exercise of this Option in whole or in part, the Optionee shall be relieved of the foregoing investment representation and agreement and shall not be required to furnish the Company with the foregoing written statement.

(b) Optionee further represents that Optionee has had access to the financial statements or books and records of the Company, has had the opportunity to ask questions of the Company concerning its business, operations and financial condition, and to obtain additional information reasonably necessary to verify the accuracy of such information

(c) Unless and until the Shares represented by this Option are registered under the Securities Act, all certificates representing the Shares and any certificates subsequently issued in substitution therefor and any certificate for any securities issued pursuant to any

stock split, share reclassification, stock dividend or other similar capital event shall bear legends in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE 'SECURITIES ACT') OR UNDER THE APPLICABLE OR SECURITIES LAWS OF ANY STATE. NEITHER THESE SECURITIES NOR ANY INTEREST THEREIN MAY BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE SECURITIES LAWS OF ANY STATE, UNLESS PURSUANT TO EXEMPTIONS THEREFROM.

and/or such other legend or legends as the Company and its counsel deem necessary or appropriate. Appropriate stop transfer instructions with respect to the Shares have been placed with the Company's transfer agent.

14. STAND-OFF AGREEMENT. Optionee agrees that, in connection with any registration of the Company's securities under the Securities Act, and upon the request of the Company or any underwriter managing an underwritten offering of the Company's securities, Optionee shall not sell, short any sale of, loan, grant an option for, or otherwise dispose of any of the Shares (other than Shares included in the offering) without the prior written consent of the Company or such managing underwriter, as applicable, for a period of at least one year following the effective date of registration of such offering.

15. RESTRICTION UPON TRANSFER. The Shares may not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated by the Optionee except as hereinafter provided.

(a) Right of First Refusal. In the event Optionee desires to transfer any Shares during his or her lifetime, Optionee shall first offer to sell such Shares to the Company. Optionee shall deliver to the Company written notice of the intended sale, such notice to specify the number of Shares to be sold, the proposed purchase price and terms of payment, and grant the Company an option for a period of thirty days following receipt of such notice to purchase the offered Shares upon the same terms and conditions. To exercise such option, the Company shall give notice of that fact to Optionee within the thirty (30) day notice period and agree to pay the purchase price in the manner provided in the notice. If the Company does not purchase all of the Shares so offered during foregoing option period, Optionee shall be under no obligation to sell any of the offered Shares to the Company, but may dispose of such Shares in any lawful manner during a period of one hundred and eighty (180) days following the end of such notice period, except that Optionee shall not sell any such Shares to any other person at a lower price or upon more favorable terms than those offered to the Company.

(b) Acceptance of Restrictions. Acceptance of the Shares shall constitute the Optionee's agreement to such restrictions and the legending of his certificates with respect thereto. Notwithstanding such restrictions, however, so long as the Optionee is the holder of

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the Shares, or any portion thereof, he shall be entitled to receive all dividends declared on and to vote the Shares and to all other rights of a shareholder with respect thereto.

(c) Permitted Transfers. Notwithstanding any provisions in this Section 15 to the contrary, the Optionee may transfer Shares subject to this Agreement to his or her parents, spouse, children, or grandchildren, or a trust for the benefit of the Optionee or any such transferee(s); provided, that such permitted transferee(s) shall hold the Shares subject to all the provisions of this Agreement (all references to the Optionee herein shall in such cases refer mutatis mutandis to the permitted transferee, except in the case of clause (iv) of Section 15(a) wherein the permitted transfer shall be deemed to be rescinded); and provided further, that notwithstanding any other provisions in this Agreement, a permitted transferee may not, in turn, make permitted transfers without the written consent of the Optionee and the Company.

16. NOTICES. Any notice required to be given pursuant to this Option shall be in writing and shall be deemed to be delivered upon receipt or, in the case of notices by the Company, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to Optionee at the address last provided by Optionee for his or her employee records.

17. APPLICABLE LAW. This Option has been granted, executed and delivered in the State of California, and the interpretation and enforcement shall be governed by the laws thereof and subject to the exclusive jurisdiction of the courts located in the State of California.

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

COMPANY: Warp 9, Inc.

By: _____

Name: Andrew Van Noy

Title: Chief Executive Officer

OPTIONEE:

By: _____

(Signature)

Name: _____

APPENDIX A

NOTICE OF EXERCISE

WARP 9, INC.

Re: Nonstatutory Stock Option

1) Notice is hereby given pursuant to Section 6 of my Nonstatutory Stock Option Agreement that I elect to purchase the number of shares set forth below at the exercise price set forth in my option agreement:

Nonstatutory Stock Option Agreement dated: _____

Number of shares being purchased: _____

Exercise Price: \$_____

A check in the amount of the aggregate price of the shares being purchased is attached.

OR

2) I elect a cashless exercise pursuant to Section 6 of my Nonstatutory Stock Option Agreement. The Average Market Price as of _____ was \$_____.

I hereby confirm that such shares are being acquired by me for my own account for investment purposes, and not with a view to, or for resale in connection with, any distribution thereof. I will not sell or dispose of my Shares in violation of the Securities Act of 1933, as amended, or any applicable federal or state securities laws. Further, I understand that the exemption from taxable income at the time of exercise is dependent upon my holding such stock for a period of at least one year from the date of exercise and two years from the date of grant of the Option.

I understand that the certificate representing the Option Shares will bear a restrictive legend within the contemplation of the Securities Act and as

required by such other state or federal law or regulation applicable to the issuance or delivery of the Option Shares.

By: _____
(signature)

Name: _____

EXHIBIT 31.1

CERTIFICATION

EXHIBIT 31.1

CERTIFICATION

I, Andrew Van Noy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of Warp 9, Inc.
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (of persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 17, 2015

By: /s/ Andrew Van Noy

Andrew Van Noy, Chief Executive Officer and President
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

EXHIBIT 31.2

CERTIFICATION

I, Gregory Boden, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of Warp 9, Inc.
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation.
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (of persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 17, 2015

By: /s/ Gregory Boden

Gregory Boden, Chief Financial Officer
(Principal Financial/Accounting Officer)

EXHIBIT 32.1

CERTIFICATION

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Warp 9, Inc. (the "Company") on Form 10-Q/A for the period ending December 31, 2014 (the "Report") I, Andrew Van Noy, Chief Executive Officer and President of the Company, certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 17, 2015

By: /s/ Andrew Van Noy

Andrew Van Noy, Chief Executive Officer and President
(Principal Executive Officer)

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

EXHIBIT 32.2

CERTIFICATION

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Warp 9, Inc. (the "Company") on Form 10-Q/A for the period ending December 31, 2014 (the "Report") I, Gregory Boden, Chief Financial Officer of the Company, certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 17, 2015

By: /s/ Gregory Boden

Gregory Boden, Chief Financial Officer
(Principal Financial/Accounting Officer)

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.