



**SOLFICE RESEARCH INC.**

**AMENDED AND RESTATED**  
**VOTING AGREEMENT**

This Amended and Restated Voting Agreement (this “Agreement”) is made as of April 27, 2018 by and among Solfice Research Inc., a Delaware corporation (the “Company”), Fabien Chraim, Sravan Puttagunta and Jason Creadore (the “Founders”), the holders of the Company’s Common Stock listed on Schedule 1 (the “Common Holders,” and collectively with the Founders, the “Key Holders”), the holders of outstanding Preferred Stock of the Company listed on Schedule 2 (the “Existing Preferred Holders”) and the purchasers of Series A Preferred Stock of the Company listed on Schedule 3 (the “New Investors” and, together with the Existing Preferred Holders, the “Investors” and, together with the Key Holders, the “Stockholders”).

**RECITALS**

The Company, the Key Holders and the Existing Preferred Holders are parties to a Voting Agreement dated as of June 30, 2016 (the “Prior Agreement”).

The Company and the New Investors have entered into a Series A Preferred Stock and Warrant Purchase Agreement (the “Purchase Agreement”) dated as of April 27, 2018, pursuant to which the Company desires to sell to the New Investors and the New Investors desire to purchase from the Company shares of the Company’s Series A Preferred Stock (the “Series A Preferred Stock”). A condition to the New Investors’ obligations under the Purchase Agreement is that the Company, the Key Holders, the Existing Preferred Holders and the New Investors enter into this Agreement for the purpose of setting forth the terms and conditions pursuant to which the Stockholders shall vote their Shares in favor of certain designees to the Company’s Board of Directors (the “Board”) and on certain other matters. As used herein, “Shares” means any securities of the Company the holders of which are entitled to vote for members of the Board, including, without limitation, all shares of Common Stock and Preferred Stock of the Company, by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise. The Company, the Key Holders and the Existing Preferred Holders desire to facilitate the voting arrangements set forth in this Agreement and to induce the New Investors to purchase shares of Series A Preferred Stock pursuant to the Purchase Agreement by agreeing to the terms and conditions set forth below.

The Company’s Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the “Restated Certificate”) provides that (a) at any time when any shares of the Preferred Stock of the Company are outstanding are outstanding, the holders of Preferred Stock of the Company, voting together as a single class on an as-converted to Common Stock basis shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors (the “Preferred Directors”), the holders of Common Stock and Founders Preferred Stock, voting together as a single class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors (together,

the “Common Directors”), and the holders of Preferred Stock, Common Stock and Founders Preferred Stock, voting as separate classes, shall be entitled to elect the remaining members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors (together, the “Mutual Director”).

The Company, the Key Holders and the Existing Preferred Holders desire to amend and restate the Prior Agreement in its entirety as set forth herein.

## **AGREEMENT**

The parties agree as follows:

### **A. Amendment of Prior Agreement.**

Pursuant to Section 8.3 of the Prior Agreement, effective and contingent upon execution of this Agreement by the Company, the requisite majority of the Key Holders’ shares and the requisite majority of the Existing Preferred Holders’ shares, the Prior Agreement is hereby amended and restated in its entirety to read as set forth in this Agreement, and the Company, the Key Holders, the Existing Preferred Holders and the New Investors shall be bound by the provisions hereof as the sole agreement of the Company, the Key Holders, the Existing Preferred Holders and the New Investors with respect to the subject matter hereof.

### **1. Voting Provisions Regarding Board.**

1.1 **Board Composition.** Each Stockholder shall vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) as the first Preferred Director, one (1) member of the Board designated by Motus Ventures so long as Motus Ventures owns any shares of the Company’s Preferred Stock, who shall initially be James Disanto; *provided, however*, that if any entity purchases more shares of Series A Preferred Stock than ARM IOT (as defined below) pursuant to the Purchase Agreement (such purchaser, the “New Designor”), such member shall be designated by the New Designor;

(b) as the second Preferred Director, one (1) member of the Board designated by Era Lead Limited (“ARM IOT”) so long as ARM IOT owns any shares of Series A Preferred Stock, who shall initially be Hung-Hui Hsieh;

(c) as Common Directors, two (2) members of the Board designated by holders of a majority of the shares of the Company’s capital stock held collectively by the Founders who continue to provide services to the Company as officers, employees or consultants, one of whom shall initially be Sravan Puttagunta and the other shall initially be Stefan Safko; and

(d) as Mutual Director, one (1) Independent member of the Board designated by holders of a majority of the shares of the Company's Preferred Stock, Common Stock and Founders Preferred Stock (voting together as a single class on an as-converted basis), which position shall initially be vacant;

*provided, however,* that if any person is designated to serve as a member of the Board other than the person initially designated as and to the extent specified above, then the person so designated shall be subject to the reasonable approval of a majority of the other members of the Board then serving, not including the director or directors of the Company that is, or was, serving as the previous designee who is being replaced. For purposes of this Agreement, "Independent" means an individual not otherwise Related to the Company or any Investor or Founder. For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "Person") shall be deemed to be "Related" to another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person

1.2 **Calculation of Ownership.** To determine when a person or group owns less than the requisite percent of the Company's capital stock specified above, the number of shares of Common Stock issued or issuable to such person or group (including shares issuable upon conversion of Preferred Stock and exercise of options and warrants) shall be divided by the total number of shares of Common Stock then issued or issuable (including shares issuable upon conversion of Preferred Stock and exercise of options and warrants).

1.3 **Appointment of Directors.** In the event of the resignation, death, removal or disqualification of a director designated pursuant to this Agreement, the applicable person or group shall promptly nominate a new director, and, after written notice of the nomination has been given by such person or group to the other parties, each Stockholder shall vote its Shares (and any such shares held in trust over which they have voting power) to elect such nominee to the Board in accordance with the terms of this Agreement.

1.4 **Removal.** Each person or group entitled to designate one or more members of the Board pursuant to this Agreement may remove its designated director at any time and from time to time, with or without cause (subject to the Bylaws of the Company as in effect from time to time and any requirements of law), in their sole discretion, by a vote under the same terms as such director was elected pursuant to Section 1.1, and each Stockholder shall vote its Shares to remove any such director at any annual or special meeting of the stockholders of the Company at which one or more directors are to be removed, or whenever one or more directors are to be removed by written consent.

## 2. **Additional Representations and Covenants.**

2.1 **No Revocation.** The voting agreements contained herein are coupled with an interest and may not be revoked during the term of this Agreement.

2.2 **Change in Number of Directors.** The Stockholders will not vote their shares of capital stock of the Company (or any such shares held in trust over which they have voting power) for any amendment or change to the Certificate of Incorporation or Bylaws providing for the election of more or fewer than five (5) directors, or any other amendment or change to the Certificate of Incorporation or Bylaws inconsistent with the terms of this Agreement.

2.3 **Legends.** Each certificate representing, or in the case of uncertificated securities, any notice of issuance with respect to, shares of the Company's capital stock held by the Stockholders or their assignees shall bear the following legend:

“THE SECURITIES REFERENCED HEREIN ARE SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND AMONG THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE, WHICH PLACES CERTAIN RESTRICTIONS ON THE VOTING OF THE SECURITIES REFERENCED HEREIN. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SECURITIES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID AGREEMENT.”

2.4 **Grant of Proxy.** Upon the failure of any party to this Agreement to vote such party's Shares in accordance with the terms of this Agreement within five days of the Company's written request for such vote, such party hereby appoints and constitutes the officer of the Company designated by the Board from time to time as the attorney and proxy of such party with the full power of substitution and resubstitution, to the full extent of such party's rights, with respect to all voting capital stock of the Company owned by such Stockholder, which proxy (the “Proxy”) shall be irrevocable until this Agreement terminates pursuant to its terms or this Section 2.4 is amended to remove such party's grant of proxy in accordance with Section 8.3, to vote all shares of capital stock then held by such party in the manner provided in Section 0, solely with respect to the vote subject to such written request from the Company. The parties agree that the Proxy is coupled with an interest and is given to secure the performance of each party's duties under this Agreement.

2.5 **Specific Enforcement.** It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any other party, that this Agreement shall be specifically enforceable and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach. The Company shall have no obligation to enforce any right among the Stockholders in this Agreement, to arbitrate any dispute or to reject any vote of any party otherwise in accordance with applicable corporate law, absent a court order to do so.

2.6 **Disqualification.** Each Stockholder represents that neither such Stockholder, the designee of such Stockholder pursuant to Section 1.1 (if any) nor any person or entity with whom Stockholder shares beneficial ownership of Company securities, is subject to any of the

“Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act of 1933, as amended. Each Stockholder also agrees to notify the Company if Stockholder, the designee of such Stockholder pursuant to Section 1.1 (if any) or any person or entity with whom Stockholder shares beneficial ownership of Company securities becomes subject to such disqualifications after the date hereof (so long as Stockholder or any such person beneficially owns any equity securities of the Company).

2.7 **Indemnification.** The Company and each member of the Board elected pursuant to this Agreement shall execute the Company’s standard form of indemnification agreement.

2.8 **Reimbursement.** The Company shall reimburse any non-employee director nominated to serve on the Board by the Investors for all reasonable expenses incurred in his services as a director of the Company.

### 3. **Termination.**

3.1 **Termination Events.** This Agreement shall terminate and have no further force or effect upon the earlier of:

- (a) the liquidation or dissolution of the business operations of the Company;
- (b) the execution by the Company of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of the Company;
- (c) the consummation of a public offering by the Company of shares of its Common Stock pursuant to a registration statement under the Securities Act of 1933, as amended, in connection with which all the then-outstanding shares of Preferred Stock are converted into shares of Common Stock pursuant to the Restated Certificate as such Restated Certificate may be amended from time to time; or
- (d) the consummation of a transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Company pursuant to the Company’s Certificate of Incorporation.

3.2 **Removal of Legend.** At any time after the termination of this Agreement in accordance with Section 3.1, any holder of a stock certificate or notice of issuance legended pursuant to Section 2.3 may surrender such certificate to the Company for removal of the legend, and the Company will duly reissue a new certificate or notice of issuance without the legend.

4. **Ownership.** Each Key Holder represents and warrants that such Key Holder is the sole legal and beneficial owner of the shares of the Company’s Common Stock as to which such Key Holder is listed as the record holder as of the date hereof on the Company’s stock transfer books and records, and that no other person or entity has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

5. **Consent of Spouse.** If any Key Holder is an individual who is married on the date of this Agreement and has resided while married in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin or Puerto Rico, such Key Holder's spouse shall execute and deliver to the Company a consent of spouse in the form of Exhibit A hereto ("Consent of Spouse"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Key Holder's shares of capital stock of the Company that do not otherwise exist by operation of law or the agreement of the parties.

6. **No Liability for Election of Recommended Directors.** Neither the Company, the Key Holder, the Investors, nor any officer, director, holder of capital stock, partner, employee or agent of any such party, makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement. Furthermore no fiduciary duty, duty of care, duty of loyalty or other heightened duty shall be created or imposed upon any party to any other party, the Company or any other stockholder of the Company, by reason of this Agreement or any right or obligation hereunder.

7. **Aggregation of Stock.** All shares of capital stock of the Company held or acquired by Affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate. As used herein, "Affiliate" means, with respect to any specified Investor, any other Investor who, directly or indirectly, controls, is controlled by or is under common control with such Investor, including, without limitation, any general partner, managing member, officer or director of such Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, such Investor.

8. **Miscellaneous.**

8.1 **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the General Corporation Law of the state of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

8.2 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

8.3 **Amendments and Waivers.**

(a) Any term of this Agreement may be amended or waived only with the written consent of (a) the Company, (b) the holders of at least a majority of the Key Holders' shares (or their respective successors, assigns and legal representatives) and (c) the holders of at

least a majority of the Company's outstanding Preferred Stock (or their respective successors and assigns). Notwithstanding the foregoing, (x) Section 1.1(a) shall not be amended or waived without the consent of the entity entitled to designate the director identified therein, and (y) Section 1.1(b) shall not be amended or waived without the consent of ARM IOT.

Notwithstanding the foregoing, this Agreement may be amended with only the written consent of the Company for the sole purpose of including additional purchasers of Series A Preferred Stock as "Investors." Any amendment or waiver effected in accordance with this Section 8.3 shall be binding upon the Company, the Key Holders, the Investors, and each of their respective successors and assigns.

(b) The Company shall give prompt written notice of any amendment, termination or waiver here-under to any party that did not consent in writing thereto. Any amendment, termination or waiver effected in accordance with this Subsection 8.3 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, termination or waiver. For purposes of this Subsection 8.3, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

8.4 **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

8.5 **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

8.6 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

8.7 **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

8.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

*[Signature Page Follows]*



The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**THE COMPANY:**

SOLFICE RESEARCH INC.

By:   *Sravan Puttagunta*    
                    (Signature)

Name:   Sravan Puttagunta    
Title:   Chief Executive Officer  

Address:  
2720 Taylor Street, Suite 320  
San Francisco, CA 94133  
United States

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**FOUNDER:**

SRAVAN PUTTAGUNTA

Sraavan Puttagunta  
(Signature)

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**COMMON HOLDER:**

ANUJ GUPTA

Anuj Gupta  
(Signature)

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**COMMON HOLDER:**

SCOTT HARVEY

Scott Harvey  
(Signature)

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

INVESTOR:

ALPESH PATEL  
(PRINT NAME)

By:   
(Signature)

Name: ALPESH PATEL

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

Address: 68 Cunningham  
IRVINE, CA 92618

Email: alpesh77@gmail.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

Budissi Limited

(PRINT NAME)

By: 

(Signature)

Name: Cheung Wai, William

Title: Director

Address:

605-6, 6/F., Kowloon Centre, 29-39

Askley Road, Tsimshatsui, Kowloon, H.K.

Email: cheungwillhk@gmail.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

LONGEST RISING LIMITED  
(PRINT NAME)

By: Ting-Wu Hu  
(Signature)

Name: HU, TING-WU

Title: Director

Address:

3F., NO. 76, SEC.2, DUNHUA S. RD., DA-  
AN DISTRICT, TAIPEI, TAIWAN

Email: MILES@WHITESUN-INTL.COM

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

By:   
(Signature)

Name: Arie Mimran

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

Address:

21 Alpinastrasse, 3780, Gstaad, BE,  
Switzerland

Email: arieh@to.org



The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

**SCRUM VENTURES FUND II, LP**

(PRINT NAME)

By: SCRUM VENTURES GP II, LLC

By:   
(Signature)

Name: Tak Miyata

Title: General Partner

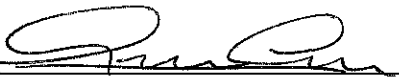
Address:  
717 Market Street, Suite 100  
San Francisco, CA 94103

Email:

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

SILVER VALLEY GLOBAL LIMITED

By:   
(Signature)

Name: George Gu

Title: Director

Address:  
\_\_\_\_\_

Email: lkaigu@gmail.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

ERA LEAD LIMITED

By: Brian C. Keng  
(Signature)

Name: Brian Keng

Title: Director

Address:

Le Sanalele Complex, Ground Floor, Vaea Street  
Saleufi, PO Box 1868, Apia, Samoa.

Email: briankeng@armiotcapital.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

25E LLC  
(PRINT NAME)

By:   
(Signature)

Name: Emma Cuadrado  
Title: Sec'y of its Manager

Address: 737 N. Michigan Ave., Suite 2100  
Chicago, IL 60611  
Email: statements@wicklowcapital.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

CRCM OPPORTUNITY FUND II LP  
(PRINT NAME)

By:   
(Signature)

Name: MATTHEW LEE  
Title: PARTNER

Address:  
ONE MARITIME PLAZA SUITE 1107  
SAN FRANCISCO, CA 94111  
Email: MLEE@CRCM.COM

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

MOTUS-VGO AUTONOMOUS IOT FUND LP

\_\_\_\_\_  
(PRINT NAME)

By: James DiSanto  
(Signature)

Name: JAMES DISANTO

Title: Managing Partner, Transportation Technology  
Ventures LLC (dba "Motus Ventures")

Address: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

Transportation Technology Ventures IX LP  
(PRINT NAME)

By: James DiSanto  
(Signature)

Name: James DiSanto

Title: Managing Partner, Transportation Technology Ventures LLC (dba "Motus Ventures")

Address:  
541 Jefferson, Redwood City, CA

Email: JIM@MOTUSVENTURES.COM

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

TRANSPORTATION TECHNOLOGY VENTURES XIII LP  
(PRINT NAME)

By: Jim DiSanto  
(Signature)

Name: James DiSanto  
Title: Managing Partner, Transportation Technology  
Ventures LLC (dba "Motus Ventures")  
Address:

\_\_\_\_\_

Email: \_\_\_\_\_



The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

TRANSPORTATION TECHNOLOGY VENTURES XIV LP  
(PRINT NAME)

By: James DiSanto  
(Signature)

Name: JAMES DISANTO

Title: Managing Partner, Transportation Technology Ventures LLC (dba "Motus Ventures")

Address:  
\_\_\_\_\_

Email: \_\_\_\_\_

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

TRANSPORTATION TECHNOLOGY  
VENTURES XVIII LP

By: Jim DiSanto  
(Signature)

Name: James DiSanto  
Title: Managing Partner, Transportation  
Technology Ventures LLC (dba "Motus  
Ventures")

Address:  
541 Jefferson  
Redwood City, CA  
Email: jim@motusventures.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

Transportation Technology Ventures LLC  
(PRINT NAME)

By: James DiSanto  
(Signature)

Name: James DiSanto

Title: Managing Partner, Transportation Technology Ventures LLC (dba "Motus Ventures")

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

"Stanford-StartX Fund, LLC"

\_\_\_\_\_  
(PRINT NAME)

By: \_\_\_\_\_

  
(Signature)

Name: Sabrina Liang

Title: Director, School and Department Funds

Address: \_\_\_\_\_

**Stanford Management Company**  
**ATTN: Direct Investment**  
**635 Knight Way**  
**Stanford, CA 94305-7297**

Email: Direct@SMC.stanford.edu

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

TRILLET VENTURES LIMITED  
(PRINT NAME)

By: Ting-Wu Hu  
(Signature)

Name: HU, TING-WU

Title: Director

Address:

3F., NO. 76, SEC.2, DUNHUA S. RD., DA-  
AN DISTRICT, TAIPEI, TAIWAN

Email: MILES@WHITESUN-INTL.COM

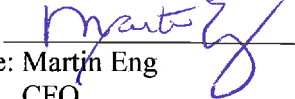
The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

**VENTURE LENDING & LEASING VII, LLC,**

a Delaware limited liability company

By: Westech Investment Advisors LLC,  
a California limited liability company  
Its: Managing Member

By:   
Name: Martin Eng  
Title: CFO

Address:  
Special Asset Unit  
MUFG Union Bank, N.A.  
530 B Street, Suite 203  
MC S-290  
San Diego, CA 92101

Email: [investments@westerntech.com](mailto:investments@westerntech.com)

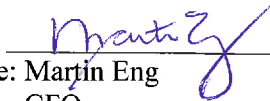
The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

**VENTURE LENDING & LEASING VIII, LLC,**

a Delaware limited liability company

By: Westech Investment Advisors LLC,  
a California limited liability company  
Its: Managing Member

By:   
Name: Martin Eng  
Title: CFO

Address:  
Special Asset Unit  
MUFG Union Bank, N.A.  
530 B Street, Suite 203  
MC S-290  
San Diego, CA 92101

Email: [investments@westerntech.com](mailto:investments@westerntech.com)

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

RONJON NAG

By: \_\_\_\_\_  
(Signature)

Address:  
354 Poe Street  
Palo Alto, CA 94301



The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

ELEVATE CIVILMAPS PTE. LTD.  
(PRINT NAME)

By: Aditya Mathur  
(Signature)

Name: ADITYA MATHUR  
Title: DIRECTOR


Address:  
1 NANSON ROAD, #03-00  
SINGAPORE 238209

Email: aditya-mathur@elevate.associates.

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

KHALID AHMED BAESHEN  
(PRINT NAME)

By:   
(Signature)

Name: KHALID AHMED BAESHEN  
Title: \_\_\_\_\_

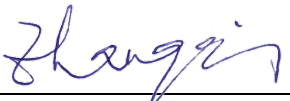
Address: P.O BOX 52179  
JEDDAH, 21563  
SAUDI ARABIA

Email: KHALID@RA24INVEST.COM

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

TEEC ANGEL FUND III, LP  
(PRINT NAME)

By:   
(Signature)

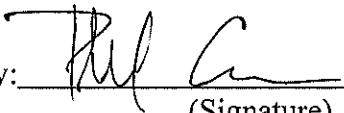
Name: EUGENE ZHANG  
Title: MANAGING PARTNER

ADDRESS:  
167 S. San Antonio Rd, Suite 7  
LOS ALTOS, CA 94022  
Email: eugene@teec-angel.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

Philip "Sandy" Cass  
(PRINT NAME)

By:   
(Signature)

Name: Philip Cass  
Title:

Address:  
51 East 10th Street, Apt. 9  
New York, NY 10003  
Email: sandy.cass@gmail.com

The parties have executed this Amended and Restated Voting Agreement as of the date first written above.

**INVESTOR:**

SUVOBROTO SARKAR

(PRINT NAME)

By: 

(Signature)

Name: Suvobroto Sarkar

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

Address: Cluster 31; Villa 16  
Jumeirah Islands  
Dubai – UAE

Email: sarkar.suvo@gmail.com

The parties have executed this Amended and Restated Voting Agreement as of  
\_\_\_\_ June 14 \_\_\_\_\_, 2018.

**INVESTOR:**

TRANSPORTATION TECHNOLOGY  
VENTURES XIX LP

By: Jim DiSanto  
(Signature)

Name: James DiSanto  
Title: Managing Partner, Transportation  
Technology Ventures LLC (dba "Motus  
Ventures")

Address:  
541 Jefferson Avenue  
Redwood City, CA 94063  
Email: jim@motusventures.com

**SCHEDULE 1**

**COMMON HOLDERS**

---

**Name and Address**

---

Scott Harvey

---

Anuj Gupta

---

## **SCHEDULE 2**

### **EXISTING PREFERRED HOLDERS**

---

**Name and Address**

---

Motus-VGO Autonomous IOT Fund LP

Address:  
541 Jefferson Avenue, Suite 100  
Redwood City, CA 94063  
Email: [jim@motusventures.com](mailto:jim@motusventures.com)

---

Transportation Technology Ventures XIII  
LP

Address:  
541 Jefferson Avenue, Suite 100  
Redwood City, CA 94063  
Email: [jim@motusventures.com](mailto:jim@motusventures.com)

---

Transportation Technology Ventures IX LP

Address:  
541 Jefferson Avenue, Suite 100  
Redwood City, CA 94063  
Email: [jim@motusventures.com](mailto:jim@motusventures.com)

---

Stanford-StartX Fund, LLC

Address:  
Stanford Management Company  
Attn: Direct Investments  
635 Knight Way  
Stanford, CA 94305-7297  
Email: [direct@smc.stanford.edu](mailto:direct@smc.stanford.edu)

---

25E LLC

Address:  
c/o Wicklow Capital, Inc.  
Suite 1204  
53 W. Jackson Blvd.  
Chicago, IL 60604  
Email: [ben@wicklowcapital.com](mailto:ben@wicklowcapital.com)

---

Ford Motor Company

Address:  
One American Road, Room 1137  
Dearborn, MI 48126  
Email: [bwolf6@ford.com](mailto:bwolf6@ford.com)

---



---

**Name and Address**

---

**Scrum Ventures Fund II, LP**

Address:  
717 Market Street, Suite 100,  
San Francisco, CA 94103  
Email: [tak@scrum.vc](mailto:tak@scrum.vc)

---

**AME Cloud Ventures, LLC**

Address:  
720 University Avenue, Suite 200  
Los Gatos, CA 95032  
Email: [jeff@amecloudventures.com](mailto:jeff@amecloudventures.com)

---

**CLI Ventures Limited Partnership**

Address:  
1059 E. Meadow Circle,  
Palo Alto, CA 94303  
Email: [Zhi.li@cligrp.com](mailto:Zhi.li@cligrp.com)

---

**CRCM Opportunity Fund II LP**

Address:  
One Maritime Plaza  
San Francisco, CA 94111  
Email: [junl@crmc.com](mailto:junl@crmc.com)

---

**Aventine Technologies Investments Ltd.**

Address:  
3046 5 Street SW Calgary  
Alberta, Canada T2S 2C4  
Email:  
[joseph.hlady@aventineconsulting.com](mailto:joseph.hlady@aventineconsulting.com)

---

**Ronjon Nag**

Address:  
354 Poe Street  
Palo Alto, CA 94301

---

**Abhishek Arora**

Address:  
6317 Lakewood Drive  
Sachse, TX 75048  
Email: [abhishek@abhishek.me](mailto:abhishek@abhishek.me)

---

**TEEC Angel Fund III, LP**

Address:  
167 S. San Antonio Rd, Suite 7  
Los Altos, CA 94022  
Email: [eugene@teec-angel.com](mailto:eugene@teec-angel.com)

---

---

**Name and Address**

---

---

**SAIC TECHNOLOGIES FUND I, LLC**

---

Address:  
322 N. Old Woodward Avenue  
Birmingham, MI 48009  
Email:

---

**Founder.Org Inc.**

---

Address:  
15 Funston Avenue  
San Francisco, CA 94129  
Email:

---

**Shuping Zhang**

---

Address:  
52-3-1 Linghai Zhuang Yuan  
Chaoyang City, Liaoning  
China  
Email: [suejames49@yahoo.com](mailto:suejames49@yahoo.com)

---

**Zhang/Gao Family Trust 3/28/2000**

---

Address:  
25505 O'Keefe Lane  
Los Altos Hills, CA 94402  
Email: [eugene@teec-angel.com](mailto:eugene@teec-angel.com)

---

**Wang-Yu Family Trust**

---

Address:  
36 Maynard Way  
Los Altos, CA 94022  
Email: [Jin-lin@teec-angel.com](mailto:Jin-lin@teec-angel.com)

---

### **SCHEDULE 3**

#### **NEW INVESTORS**

---

**Name and Address**

---

Era Lead Limited

Address:  
Le Sanalele Complex, Ground Floor, Vaea  
Street  
Saleufi, PO Box 1868  
Apia, Samoa  
Email: [briankeng@armiotcapital.com](mailto:briankeng@armiotcapital.com)

---

Venture Lending & Leasing VII, LLC

Address:  
530 B Street, Suite 203 MC S-290  
San Diego, CA 92101  
United States  
Email: [investments@westerntech.com](mailto:investments@westerntech.com)

---

Venture Lending & Leasing VIII, LLC

Address:  
530 B Street, Suite 203 MC S-290  
San Diego, CA 92101  
United States  
Email: [investments@westerntech.com](mailto:investments@westerntech.com)

---

Arieh Mimran

Address:  
21 Alpinastrasse  
3780, Gstaad, BE, Switzerland  
Email: [arieh@to.org](mailto:arieh@to.org)

---

Longest Rising Limited

Address:  
3F., No. 76, Sec. 2, Dunhua S. Rd  
Da-An District, Taipei  
Taiwan  
Email: [miles@whitesun-intl.com](mailto:miles@whitesun-intl.com)

---

Transportation Technology Ventures XIV  
LP

Address:  
541 Jefferson Ave  
Redwood City, CA 94063  
Email: [jim@motusventures.com](mailto:jim@motusventures.com)

---

---

**Name and Address**

---

Transportation Technology Ventures XVIII  
LP

Address:  
541 Jefferson Ave  
Redwood City, CA 94063  
Email: [jim@motusventures.com](mailto:jim@motusventures.com)

---

Silver Valley Global Limited

Address:

---

United States  
Email: [likaign@gmail.com](mailto:likaign@gmail.com)

---

Budissi Limited

Address:  
605-6, 6/F., Kowloon Centre  
29-39 Askley Road  
Tsimshatsui, Kowloon  
Hong Kong  
Email: [cheungwillhk@gmail.com](mailto:cheungwillhk@gmail.com)

---

Elevate Associates

Address:  
1 Nanson Road, #03-00  
Singapore 238909  
Email: [aditya.mathur@elevate.associates](mailto:aditya.mathur@elevate.associates)

---

Trillist Ventures Limited

Address:  
3F., No. 76, Sec. 2, Dunhua S. Rd  
Da-An District, Taipei  
Taiwan  
Email: [miles@whitesun-intl.com](mailto:miles@whitesun-intl.com)

---

Alpesh Patel

Address:  
68 Cunningham  
Irvine, CA 92618  
Email: [alpesh77@gmail.com](mailto:alpesh77@gmail.com)

---

Khalid Ahmed Baeshen

Address:  
P.O. Box 52179  
Jeddah, 21563, Saudi Arabia  
Email: [khalid@razainvest.com](mailto:khalid@razainvest.com)

---

---

**Name and Address**

---

Sandy Cass

Address:  
51 East 10th Street, Apt. 9  
New York, NY 10003  
United States  
Email: [sandy.cass@gmail.com](mailto:sandy.cass@gmail.com)

---

Suvobroto Sarkar

Address:  
Cluster 31; Villa 16  
Jumeirah Islands, Dubai, UAE  
Email: [sarkar.suvo@gmail.com](mailto:sarkar.suvo@gmail.com)

---

## **EXHIBIT A**

### **CONSENT OF SPOUSE**

I, \_\_\_\_\_, spouse of \_\_\_\_\_, acknowledge that I have read the Amended and Restated Voting Agreement, dated as of April 27, 2018 to which this Consent is attached as Exhibit A (the “Agreement”), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions granting certain rights to certain other holders of capital stock of the Company with respect to the shares of the Company that my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of capital stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of capital stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have further sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name