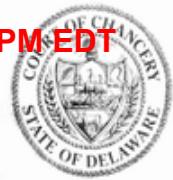


EFILED: Sep 03 2025 09:20PM EDT
Transaction ID 76994607
Case No. 2024-1296-SEM



**EXHIBIT B - AFFIDAVIT IN SUPPORT OF PLAINTIFF: SRAVAN
PUTTAGUNTA**

Attached Below

IN THE COURT OF CHANCERY OF THE STATE OF
DELAWARE

ANUJ GUPTA,
Plaintiff,\

v.

C.A. No. 2024-1296-SEM

STEFAN SAFKO and SCOTT
HARVEY,
Defendants.

AFFIDAVIT IN SUPPORT OF PLAINTIFF:
SRAVAN PUTTAGUNTA

AFFIDAVIT IN SUPPORT OF PLAINTIFF:
SRAVAN PUTTAGUNTA

I, Shanmukha Sravan Puttagunta, being duly sworn, depose and state as follows:

I. Identity and Role

1. I am the original founding Chief Executive Officer of Solfice Research, Inc. (“Solfice” or the “Company”).
2. I incorporated Solfice in Delaware and led the Company from inception through its formative years.
3. I am the principal inventor and lead author on patents forming Solfice’s core intellectual property portfolio. These inventions were conceived, reduced to practice, and prosecuted under my supervision as defined in Exhibit A.
4. I remain the single largest stockholder across all classes of Solfice stock. My equity position reflects my initial contributions, ongoing commitment, and continuing stake in the Company’s fair governance as defined in Exhibit B.

II. Contributions

5. From inception, I contributed approximately eighteen (18) months of uncompensated labor to develop the Company's foundational intellectual property, technical architecture, and product roadmap.
6. These contributions enabled Solfice to raise outside investment, secure customer interest, and achieve a peak valuation exceeding one hundred million dollars (\$100,000,000) as evidenced in Exhibit C.
7. My work directly established the commercial viability of Solfice's technology, including its mapping, perception, and autonomy systems.

III. Transition of Management

8. Following my tenure as Chief Executive Officer, I appointed Stefan Safko as my successor with the expectation that he would discharge his fiduciary duties to all stockholders in accordance with Delaware law.

9. I also appointed Scott Harvey as Chief Technology Officer to support product execution.

10. At the time of these appointments, I reasonably relied on both individuals, as well as controlling stockholder Fabien Chraim, to act with fairness, loyalty, and candor toward all equity holders.

IV. Conduct of Successor Management

11. After assuming control, Mr. Safko and others sought to procure from me:

a. A **power of attorney** that would have transferred my voting rights and authorized discretionary distributions as evidenced in Exhibit D;

and

b. **Release waivers** that would have extinguished my ability to bring claims arising from fiduciary misconduct as evidenced in Exhibit E.

12. I did not sign, execute, or authorize these blanket requests.

13. Following my refusal, I was excluded from material information concerning the Company's financial operations, governance, and strategic transactions.

V. Asset Sale to Luminar Technologies

14. I understand that, in connection with the Company's sale of assets to Luminar Technologies, Mr. Safko and other insiders received compensation, inducements, or side arrangements.

15. These arrangements were not disclosed to me or to the broader stockholder base.

16. Such diversion of transaction value is not insulated by contractual liquidation preferences, and—if proven—constitutes a breach of fiduciary duty.

VI. Valuation Decline and Lack of Disclosure

17. During my leadership, Solstice achieved a valuation of approximately one hundred million dollars (\$100,000,000).

18. Under Mr. Safko's leadership, the Company's valuation declined precipitously to approximately ten million dollars (\$10,000,000).
19. Throughout this decline, the Company provided no meaningful stockholder communications, no press releases, and no transparent reporting of strategic direction or financial performance.

VII. Fiduciary Duties

20. Under Delaware law, directors, officers, and controlling stockholders owe duties of loyalty, candor, and fairness to the Company and its stockholders.
21. By diverting value through undisclosed inducements and waivers, successor fiduciaries acted contrary to these obligations.
22. Stockholders are entitled to confidence that material votes—such as those authorizing the Luminar asset sale—were cast without undisclosed side payments or coercion.

VIII. Exhibits and Required Disclosure

23. Attached as exhibits to this affidavit are true and correct copies of the

following documents:

- **Exhibit A:** The intellectual property ledger documenting conception, assignment, and ownership of Solstice's patents and core intellectual property. (referenced in Section I)
- **Exhibit B:** Proof of my stock ownership in Solstice Research, Inc. (referenced in Section I)
- **Exhibit C:** Materials evidencing Solstice's peak valuation of approximately \$100,000,000 during my tenure as Chief Executive Officer. (referenced in Section II)
- **Exhibit D:** Request transmitted to me by Company counsel for a power of attorney authorizing a \$500,000 discretionary payout. (referenced in Section IV)
- **Exhibit E:** Release waiver requests presented to me in connection with the asset sale. (referenced in Section IV)

24. I did not sign or authorize the power of attorney request described in Exhibit B.
25. The fact that Company counsel circulated a \$500,000 discretionary payout proposal demonstrates that inducements were available to management and select stakeholders.
26. It is highly probable that similar inducements without a power of attorney were extended to other key decision-makers, including controlling stockholder Fabien Chraim.
27. Because Mr. Chraim's ownership position gave his vote decisive influence in approving the asset sale, it is essential to establish whether his vote was free from taint.

IX. Support for Inspection

28. The matters described herein underscore the importance of transparency into inducements, waivers, and side arrangements connected to the Luminar transaction.

29. A books and records inspection under 8 Del. C. § 220 is necessary to investigate whether fiduciary duties were breached, and to determine whether the asset sale was tainted by undisclosed self-dealing or coercion.

30. Such an inspection is narrowly tailored to the proper purpose of protecting stockholder rights and ensuring accountability of directors, officers, and controlling stockholders.

X. Affirmation

I affirm under penalty of perjury under the laws of the State of Delaware that
the foregoing is true and correct to the best of my knowledge.

Dated: 08/28/2025, 2025

Shanmukha Sravan Puttagunta

Shanmukha Sravan Puttagunta

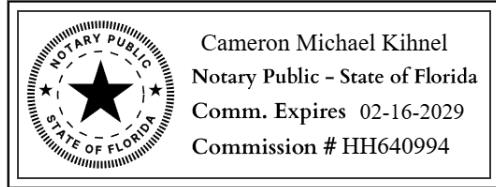
Sworn and subscribed before me this 28 day of August, 2025.
See Attached Notarial Doc

Jurat

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this 28 day of August, 2025,
by SHANMUKHA PUTTAGUNTA (name of signer). This notarial act was an online
notarization.

(Seal)



Notarized Online with NotaryLive.com

Cameron Michael Kihnel
Notary Public - State of Florida
Comm. Expires 02-16-2029
Commission # HH640994

Type of Identification Produced: Drivers License

Cameron Michael Kihnel

Signature of Notary Public

Cameron Michael Kihnel, Notary Public

Print/ Type/ Stamp Commissioned Name of Notary Public

Personally Known: _____

OR Produced Identification: X

**EXHIBIT A - The intellectual property ledger
documenting conception, assignment, and ownership of
Solfice's patents and core intellectual property**

Attached Below



US009796400B2

(12) United States Patent
Puttagunta et al.

(10) Patent No.: US 9,796,400 B2
(45) Date of Patent: Oct. 24, 2017

(54) REAL TIME MACHINE VISION AND POINT-CLOUD ANALYSIS FOR REMOTE SENSING AND VEHICLE CONTROL

(71) Applicant: Solfice Research, Inc., Albany, CA (US)

(72) Inventors: Shanmukha Sravan Puttagunta, Berkeley, CA (US); Fabien Chraim, Berkeley, CA (US); Anuj Gupta, Berkeley, CA (US); Scott Harvey, San Francisco, CA (US); Jason Creadore, Berkeley, CA (US); Graham Mills, Berkeley, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: 15/002,380

(22) Filed: Jan. 20, 2016

(65) Prior Publication Data

US 2016/0221592 A1 Aug. 4, 2016

(52) U.S. Cl.
CPC B61L 23/34 (2013.01); B61L 23/041 (2013.01); B61L 25/025 (2013.01); B61L 25/04 (2013.01); B61L 27/04 (2013.01); B61L 2205/04 (2013.01)

(58) Field of Classification Search
CPC B61L 23/34; G06K 9/00
See application file for complete search history.

(56) References Cited

U.S. PATENT DOCUMENTS

6,218,961 B1 * 4/2001 Gross B60T 7/22
246/122 R
7,593,963 B2 * 9/2009 Ballesty B61L 27/0094
8,817,021 B1 * 8/2014 Hickman G06T 15/00
345/420

(Continued)

OTHER PUBLICATIONS

International Search Report and Written Opinion in International Patent Application No. PCT/US16/14196, issued Aug. 30, 2016.

Primary Examiner — Jonathan M Dager

Assistant Examiner — Alex C Dunn

(74) Attorney, Agent, or Firm — Brad Bertoglio



US010366289B2

(12) **United States Patent**
Puttagunta et al.

(10) **Patent No.:** US 10,366,289 B2
(45) **Date of Patent:** Jul. 30, 2019

(54) **SYSTEMS AND METHODS FOR PROVIDING VEHICLE COGNITION**(71) Applicant: **Solfice Research, Inc.**, San Francisco, CA (US)(72) Inventors: **Shannukha Sravan Puttagunta**, Berkeley, CA (US); **Fabien Chraim**, Berkeley, CA (US); **Scott Harvey**, San Francisco, CA (US)(73) Assignee: **Solfice Research, Inc.**, San Francisco, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **15/460,120**(22) Filed: **Mar. 15, 2017**(65) **Prior Publication Data**

US 2017/0270361 A1 Sep. 21, 2017

Related U.S. Application Data

(60) Provisional application No. 62/308,798, filed on Mar. 15, 2016.

(51) **Int. Cl.****G06K 9/00** (2006.01)**G06T 19/00** (2011.01)

(Continued)

(52) **U.S. Cl.**CPC **G06K 9/00664** (2013.01); **B60W 30/00** (2013.01); **G01C 21/20** (2013.01);

(Continued)

(58) **Field of Classification Search**

None

See application file for complete search history.

(56) **References Cited****FOREIGN PATENT DOCUMENTS**

WO 2015164910 A1 11/2015

OTHER PUBLICATIONSSchops "3D Modeling on the Go: Interactive 3D Reconstruction of Large-Scale Scenes on Mobile Devices", IEEE, 2015, pp. 291-299.*
(Continued)*Primary Examiner — Wei Wen Yang*(74) *Attorney, Agent, or Firm — Brad Bertoglio; Intelink Law Group, PC*(57) **ABSTRACT**

Systems and methods for providing vehicle cognition through localization and semantic mapping are provided. Localization may involve in vehicle calculation of voxel signatures, such as by hashing weighted voxel data (S900, S910) obtained from a machine vision system (110), and comparison of calculated signatures to cached data within a signature localization table (630) containing previously known voxel signatures and associated geospatial positions. Signature localization tables (630) may be developed by swarms of agents (1000) calculating signatures while traversing an environment and reporting calculated signatures and associated geospatial positions to a central server (1240). Once vehicles are localized, they may engage in semantic mapping. A swarm of vehicles (1400, 1402) may characterize assets encountered while traversing a local environment. Asset characterizations may be compared to known assets within the locally cached semantic map. Differences of omission and commission between observed assets and asset characterizations with the local map cache (1860) may be reported to a central server (1800). Updates to the local signature cache (1852) and/or local map cache

(12) **United States Patent**
Puttagunta et al.

(10) **Patent No.:** US 10,306,689 B2
(45) **Date of Patent:** May 28, 2019

(54) **SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES**

(71) Applicant: **Solfice Research, Inc.**, San Francisco, CA (US)

(72) Inventors: **Shanmukha Sravan Puttagunta**, Berkeley, CA (US); **Fabien Chraim**, Seattle, WA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 19 days.

(21) Appl. No.: **15/893,247**

(22) Filed: **Feb. 9, 2018**

(65) **Prior Publication Data**

US 2018/0227974 A1 Aug. 9, 2018

Related U.S. Application Data

(60) Provisional application No. 62/457,107, filed on Feb. 9, 2017.

(51) **Int. Cl.**

G06F 15/16 (2006.01)
H04W 76/14 (2018.01)
G06T 11/60 (2006.01)
H04W 8/00 (2009.01)
H04L 29/08 (2006.01)
H04W 48/08 (2009.01)
H04W 4/46 (2018.01)

(52) **U.S. Cl.**

CPC *H04W 76/14* (2018.02); *G06T 11/60* (2013.01); *H04L 67/16* (2013.01); *H04W*

(58) **Field of Classification Search**

CPC H04L 67/12; H04L 2209/84; G07C 5/008;
H04W 4/046; G06Q 30/0266
USPC 709/227

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

2002/0095454 A1* 7/2002 Reed G06Q 30/0601
709/201
2003/0146854 A1* 8/2003 Jones G06Q 10/08
340/988
2006/0238383 A1* 10/2006 Kimchi G06F 17/30241
340/995.1
2008/0150786 A1* 6/2008 Breed B60N 2/2863
342/53

(Continued)

Primary Examiner — Phuoc H Nguyen

(74) *Attorney, Agent, or Firm* — Brad Bertoglio

(57) **ABSTRACT**

Systems and methods allow for devices, such as sensory systems and mixed reality content consuming systems installed within a vehicle, to discover each other, share multidimensional realities, inherit context for mixed reality content, and/or coordinate whilst providing a mixed reality user experience. A discovery service can receive information from multiple devices and correlate digital and physical characteristics thereof to enable devices to discover each other. Characteristics of a device that may be used for pairing may include its orientation physically, the observable reality of a device, the state-machine of the device, the intentions of the device whilst operating autonomously or with external assistance, the location of a device, the temporal/spatial information describing the device's movement over time in a multi-dimensional reality or any unique identifiers contained within or generated by the device.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ATTACHED BELOW

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of June 15, 2022, is made by Solstice Research, Inc., a Delaware corporation (“Seller”), in favor of Condor Acquisition Sub II, Inc, a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of June 15, 2022 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “Assigned IP”):

- 1.1 the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
- 1.2 the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- 1.3 the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “Copyrights”);
- 1.4 all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 1.5 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- 1.6 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions**. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives,

including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SOLFICE RESEARCH, INC.

By: Stefan S

Name: STEFAN SAFW

Title: PRESIDENT, CEO

Address for Notices:

P.O. BOX 105

SAN FRANCISCO, CA 94104

[ACKNOWLEDGMENT]

STATE OF [STATE]

)

)SS.

COUNTY OF [COUNTY]

)

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: [DATE]

* See Attached for Notary

AGREED TO AND ACCEPTED:

CONDOR ACQUISITION SUB II, INC.

By: Alan Prescott

Name: Alan Prescott

Title: Secretary

Address for Notices:

2603 Discovery Dr., Suite 100
Orlando, FL 32826

ACKNOWLEDGMENT

STATE OF FLORIDA

)

COUNTY OF ORANGE

)SS.

)

On the 15 day of June, 2022, before me personally appeared Alan Prescott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Secretary of Condor Acquisition Sub II, Inc., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Condor Acquisition Sub II, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires:

June 5, 2026

Debra J Romano
Notary Public

Printed Name: Debra J. Romano



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On June 13th, 2022 before me, Olga Menjivar-Fernandez Notary Public
(insert name and title of the officer)

personally appeared Stefan Safko,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Olga Menjivar

(Seal)



SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title		Jurisdiction	Patent Number	Issue Date
Real Time Machine Vision for Train Control and Protection		United States	10,086,857 B2	10/2/18
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	9,796,400	10/24/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	10,549,768	2/4/20
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	10,366,289	7/30/19
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	10,489,650	11/26/19
Systems and Methods for Shared Mixed Reality Experiences Using Digital, Physical, Temporal or Spatial Discovery Services		United States	10,306,689 B2	5/28/19

Patent Applications

Title		Jurisdiction	Application/ Publication Number	Filing Date
Systems and Methods for Train Control Using Locomotive Mounted Computer Vision		United States	61/909,525	11/27/13
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	16/116,886	8/29/18
A Scalable Approach to Point-Cloud Data Processing for Railroad Asset Location and Health Monitoring		United States	62/105,696	1/20/15
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		PCT	PCT/US16/0141 96	1/20/16
Real Time Machine Vision and Point-		China	2016800064316	7/19/17

Cloud Analysis For Remote Sensing and Vehicle Control				
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		EU	16740714.7	7/26/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		India	201717027077	7/31/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		Japan	2017-556798	7/3/17
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	62/308,798	3/15/16
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	16/147,669	9/29/18
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	16/147,675	9/29/18
Systems and Methods for Creating and Updating 3D Semantic Maps		PCT	PCT/US17/22598	3/15/17
Systems and Methods for Creating and Updating 3D Semantic Maps		China	201780017483.8	9/14/18
Systems and Methods for Creating and Updating 3D Semantic Maps		EU	17767482.7	11/22/18
Systems and Methods for Creating and Updating 3D Semantic Maps		India	201817034670	9/14/18
Systems and Methods for Creating and Updating 3D Semantic Maps		Japan	2018-568168	9/13/18
MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		United States	62/457,107	2/9/17
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		United States	16/423,117	5/27/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY		PCT	PCT/US18/17662	2/9/18

EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES				
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		China	201880010561.6	8/7/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		EU	18751125.8	8/29/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		Japan	2019542665	8/6/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		South Korea	10-2019- 7026541	8/9/19
MAP DATA CO-REGISTRATION SYSTEM AND METHOD		United States	62/822,682	3/22/19
MAP DATA CO-REGISTRATION SYSTEM AND METHOD		PCT	PCT/US2020/02 4316	3/23/20

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CIVIL MAPS, IC9 and IC42	Canada	TMA1074874	3/12/20
CIVIL MAPS, IC9 and IC42	United States	5392335	1/30/18
CIVIL MAPS, IC9 and IC42	Madrid System for the Int'l Registration of Marks	1307722	6/27/16
COGNITION FOR CARS	Canada	1074675	3/10/20
COGNITION FOR CARS	United States	5394360	2/6/18
COGNITION FOR CARS	Madrid System for the Int'l Registration of Marks	1360877	7/11/17

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
FINGERPRINT BASE MAP	United States		87735999	27-Dec-17
EDGE MAPPING	United States		87690402	18-Nov-17
CIVIL MAPS	Brazil		911247858	28-Jun-16
CIVIL MAPS	Brazil		911247904	28-Jun-16
COGNITION FOR CARS	United Kingdom		UK00801360877	7/11/2017
CIVIL MAPS	United Kingdom		UK00801307722	6/27/2016
COGNITION FOR CARS	India		3615783	11-Jul-17
CIVIL MAPS	India		3392039	27-Jun-16

SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

None.

Copyright Applications

None.

**EXHIBIT B - Proof of my stock ownership in Solfice
Research, Inc.**

Attached Below



Solfice Research, Inc., DBA Civil Maps

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

This certifies that Sravan Puttagunta is the stockholder of Two Million Nine Hundred Thirty-Three Thousand Three Hundred Thirty-Three (2,933,333) fully paid and non-assessable shares of Common Stock, par value \$ 0.00001, of Solfice Research, Inc., hereinafter designated the "Corporation", transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of the certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation and the bylaws of the Corporation, to all of which each holder, by acceptance hereof, assents, and agrees to be bound.

A statement of rights, preferences, privileges and restrictions granted to or imposed upon each class or series of shares of stock of the Corporation authorized to be issued and upon the holders thereof as established by the Certificate of Incorporation or by any certificate of amendment may be obtained by any stockholder upon request and without charge at the principal office of the Corporation. TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE RESTRICTED. SEE LEGENDS ON REVERSE SIDE.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers, effective as of June 5, 2019.

stefan safko

stefan safko, President

stefan safko

stefan safko, Secretary

EXHIBIT C - Materials evidencing Solstice's peak valuation of approximately \$100,000,000 during my tenure as Chief Executive Officer.

Attached Below

SOLFICE RESEARCH, INC.

SERIES A PREFERRED STOCK AND WARRANT PURCHASE AGREEMENT

This Series A Preferred Stock and Warrant Purchase Agreement (this “Agreement”) is made as of April 27, 2018 by and among Solfice Research, Inc., a Delaware corporation (the “Company”), and the investors listed on Exhibit A attached hereto (each a “Purchaser” and together the “Purchasers”).

The parties hereby agree as follows:

1. Purchase and Sale of Preferred Stock and Warrant.

1.1 Sale and Issuance of Series A Preferred Stock and Warrant.

(a) The Company shall adopt and file with the Secretary of State of Delaware on or before the Initial Closing (as defined below) the Amended and Restated Certificate of Incorporation in the form attached hereto as Exhibit B (the “Restated Certificate”).

(b) Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Initial Closing and the Company agrees to sell and issue to each Purchaser at the Initial Closing that number of shares of Series A Preferred Stock, \$0.00001 par value per share (the “Series A Preferred Stock”), set forth opposite each such Purchaser’s name on Exhibit A attached hereto at a purchase price of \$5.70716 per share (the “Cash Purchase Price”). Additionally, Era Lead Limited (the “Lead Purchaser”) agrees to purchase and the Company agrees to sell and issue to the Lead Purchaser a warrant in the form attached hereto as Exhibit G to purchase that number of shares of Series A Preferred Stock indicated with respect to such Purchaser on Exhibit A at a purchase price of \$5.70716 per share of Series A Preferred Stock issuable upon exercise of the warrant. The shares of Series A Preferred Stock issued to the Purchasers and the warrant issued to the Lead Purchaser pursuant to this Agreement shall be hereinafter referred to as the “Stock” and the “Warrant,” respectively, and the shares of Series A Preferred Stock issuable upon exercise of the Warrant shall be hereinafter referred to as the “Warrant Stock”. The Stock, the Warrant, the Warrant Stock, and the Common Stock issuable upon conversion of the Stock and the Warrant Stock shall be hereinafter referred to as the “Securities.”

1.2 Closing; Delivery.

(a) The purchase and sale of the Stock and the Warrant shall take place remotely by the electronic exchange among the parties and their counsel of all documents and deliverables required under this Agreement at 10:00 a.m., on the date hereof, or in such other manner or at such other time and place as the Company and the Lead Purchaser mutually agree upon, orally or in writing (which time and place are designated as the “Initial Closing”). In the event there is more than one closing, the term “Closing” shall apply to each such closing unless otherwise specified herein.

(b) At each Closing, the Company shall deliver to each Purchaser (i) a certificate representing the Stock being purchased thereby and (ii) if applicable, a Warrant, in each case against payment of the purchase price therefor by (x) cancellation or conversion of SAFEs (as defined below) and/or indebtedness owed by the Company to such Purchaser, (y) check payable to the Company or (z) wire transfer to a bank account designated by the Company.

(c) In the event that payment by a Purchaser for Stock is made, in whole or in part, by conversion or exercise of one or more Simple Agreements for Future Equity (each, a “SAFE” and, collectively, the “SAFES”), then such Purchaser shall surrender to the Company for cancellation at the Initial Closing any evidence of such convertible instrument or shall execute an instrument of cancellation in form and substance acceptable to the Company. By executing this Agreement and surrendering the evidence of any such convertible instrument, such Purchaser hereby acknowledges that the purchase amount set forth on Exhibit A opposite such Purchaser’s name represents the total principal, interest and all other amounts due to such Purchaser under any and all SAFEs and other such convertible instruments issued by the Company to such Purchaser. The Company and each Purchaser who holds (either directly or through an affiliate or affiliates) one or more SAFEs issued prior to the Initial Closing, on behalf of itself and all such Purchasers whose SAFEs can be amended by a majority in interest or other particular group of the SAFEs, hereby (i) amend each such SAFE such that the entire principal and all other amounts due under each such SAFE to be converted into shares of Preferred Stock pursuant to such SAFE shall be equal to that number of shares of Series Seed Preferred Stock set forth on Exhibit A opposite such Purchaser’s name, (ii) agree that upon the Initial Closing each SAFE has been converted in accordance with the terms of the SAFE and this Agreement into a right of the Purchaser to receive that number of shares of Series Seed Preferred Stock set forth on Exhibit A opposite such Purchaser’s name, (iii) agree that all amounts owed to such Purchaser by the Company under the SAFEs and all other evidences of indebtedness issued by the Company and any unpaid principal balance, any interest owed and any penalties or additional fees owed to such Purchaser thereunder shall be deemed fully paid and satisfied by the Company and are deemed cancelled, (iv) agree that the terms of this Agreement shall control and govern in all respects with respect to the matters set forth herein and to the extent the conversion terms of the SAFEs differ from the conversion terms as set forth in this Agreement or on Exhibit A, the terms of this Agreement shall supersede the conversion terms in such SAFEs, and (v) agree that all rights and obligations of the Company and Purchaser under the SAFEs, including but not limited to Purchaser’s right, if any, to receive rights of first offer, rights of first refusal, preemptive rights or similar rights to purchase future issuances of Company securities, are hereby terminated and cancelled in their entirety. Furthermore, each such Purchaser hereby unconditionally and irrevocably waives all notices (whether pursuant to the SAFEs or otherwise) of the consummation of the transactions contemplated hereby, defaults, events of default and breaches that may have occurred under such SAFEs. Notwithstanding the foregoing or anything to the contrary contained herein, the cancellation, release and extinguishment of each such SAFE is effective upon the Initial Closing whether or not such SAFE is delivered to and or marked cancelled by the Company.

(d) If fewer than 3,222,533 shares of Series A Preferred Stock are sold at the Initial Closing, the Company shall have the right, any time within 90 days of the Initial Closing, to sell such remaining shares of Series A Preferred Stock to one or more additional purchasers as

determined by the Company, or to any Purchaser hereunder who wishes to acquire additional shares of Series A Preferred Stock at the Cash Purchase Price and on the terms set forth herein, provided that any such additional purchaser shall (i) become a party to this Agreement and the related Transaction Agreements (as defined in Section 1.3 below), and (ii) have the rights and obligations hereunder and thereunder, by executing and delivering to the Company a counterpart signature page to this Agreement and an additional counterpart signature page to each of the other Transaction Agreements. Any additional purchaser so acquiring shares of Series A Preferred Stock shall be considered a “Purchaser” for purposes of this Agreement, and any Series A Preferred Stock so acquired by such additional purchaser shall be considered “Stock” for purposes of this Agreement and all other agreements contemplated hereby.

1.3 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

“Code” means the Internal Revenue Code of 1986, as amended.

“Existing Preferred Holders” means the holders of outstanding Preferred Stock of the Company immediately prior to the Initial Closing.

“Founders” means Fabien Chraim, Sravan Puttagunta and Jason Creadore.

“Investors’ Rights Agreement” means the agreement among the Company, the Founders, the Existing Preferred Holders and the Purchasers, dated as of the date of the Initial Closing, in the form of Exhibit C attached hereto.

“Material Adverse Effect” means a material adverse effect on the business, assets (including intangible assets), liabilities, condition (financial or otherwise) property or results of operation of the Company.

“Purchaser” means each of the Purchasers who are initially party to this Agreement as well as any additional Purchaser who becomes party to this Agreement.

“Right of First Refusal and Co-Sale Agreement” means the agreement among the Company, the Founders, the Existing Preferred Holders and the Purchasers, dated as of the date of the Initial Closing, in the form of Exhibit D attached hereto.

“Securities Act” means the Securities Act of 1933, as amended.

“Transaction Agreements” means this Agreement, the Investors’ Rights Agreement, the Right of First Refusal and Co-Sale Agreement and the Voting Agreement.

“Voting Agreement” means the agreement among the Company, the Founders, the Existing Preferred Holders and the Purchasers, dated as of the date of the Initial Closing, in the form of Exhibit E attached hereto.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that, except as set forth on a Schedule of Exceptions delivered

separately by the Company to each Purchaser, which exceptions shall be deemed to be representations and warranties as if made hereunder, the following representations are true and complete as of the date hereof and as of the date of the Initial Closing, except as otherwise indicated.

2.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted or proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

2.2 Capitalization. The authorized capital stock of the Company consists, or will consist, immediately prior to the Initial Closing, of:

(a) 6,645,156 shares of Preferred Stock, of which 3,355,156 shares have been designated Series Seed Convertible Preferred Stock (the “Series Seed Convertible Preferred Stock”), all shares of which are issued and outstanding prior to the Initial Closing and 3,290,000 shares have been designated Series A Preferred Stock, none of which are issued and outstanding prior to the to the Initial Closing.

(b) 1,700,000 shares of Founders Preferred Stock, 1,700,000 shares of which are issued and outstanding immediately prior to the Initial Closing.

(c) 20,000,000 shares of Common Stock, 7,170,148 shares of which are issued and outstanding immediately prior to the Initial Closing.

(d) The Company has reserved 50,813 shares of Series A Preferred Stock for issuance upon exercise of the Warrant and 50,813 shares of Common Stock upon conversion thereof.

(e) The rights, preferences and privileges of the Preferred Stock are as stated in the Restated Certificate. All of the outstanding shares of Preferred Stock, Founders Preferred Stock and Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(f) The Company has reserved 5,845,150 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2013 Stock Plan duly adopted by the Board of Directors and approved by the Company’s holders of outstanding voting stock (the “Stock Plan”). Of such reserved shares of Common Stock, 2,300,766 shares have been issued pursuant to restricted stock purchase agreements and option exercise agreements, options to purchase 1,268,625 shares have been granted and are currently outstanding, and 2,275,759 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan.

(g) There are SAFEs with an aggregate conversion amount of \$4,073,245.49 that will convert into an aggregate of 892,129 shares of Series A Preferred Stock at the Initial Closing.

(h) Except for the SAFEs, the Warrant, conversion privileges of the Preferred Stock, and the outstanding options issued pursuant to the Stock Plan, and except as set forth in the Investors' Rights Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, for the purchase or acquisition from the Company of any shares of its capital stock. None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration (or lapse of a repurchase right) upon the occurrence of any event. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means.

2.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action on the part of the Company, its officers, directors and holders of capital stock necessary for the authorization, execution and delivery of the Transaction Agreements, the performance of all obligations of the Company thereunder and the authorization, issuance and delivery of the Securities has been taken or will be taken prior to the Initial Closing, and the Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws (the "Enforceability Exceptions").

2.5 Valid Issuance of Securities. The Stock and the Warrant, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Investors' Rights Agreement, the Voting Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. The Common Stock issuable upon conversion of the Stock has been duly and validly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Investors' Rights Agreement, the Voting Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. The Warrant Stock and the Common Stock issuable upon conversion of the Warrant Stock has been duly and validly reserved for issuance, and upon issuance in accordance with the terms of the Warrant and the Restated Certificate, will be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Investors' Rights Agreement, the Voting Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of

the Purchasers in Section 3 of this Agreement and subject to the provisions of Section 2.6 below, the Stock, the Common Stock issuable upon conversion of the Stock, the Warrant, the Warrant Stock and the Common Stock issuable upon conversion of the Warrant Stock will be issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to applicable state securities laws and Regulation D of the Securities Act.

2.7 Disqualification. The Company is not disqualified from relying on Rule 506 of Regulation D (“Rule 506”) under the Securities Act for any of the reasons stated in Rule 506(d) in connection with the issuance and sale of the Stock and the Warrant to the Purchasers. The Company has furnished to each Purchaser, a reasonable time prior to the date hereof, a description in writing of any matters that would have triggered disqualification under Rule 506(d) but which occurred before September 23, 2013, in each case, in compliance with the disclosure requirements of Rule 506(e).

2.8 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company’s knowledge, currently threatened against the Company that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated thereby, or that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, nor is the Company aware that there is any basis for the foregoing. The Company is not a party to or named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. Neither the Company nor, to the Company’s knowledge, any of its officers, directors or Founders is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Founders, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate, other than as previously disclosed to the Lead Purchaser. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened (or any basis therefor known to the Company) involving the prior employment of any of the Company’s employee, their use in connection with the Company’s business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.

2.9 Intellectual Property. To the Company’s knowledge, the Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others. To the Company’s knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or

shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any written communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person or entity and the Company is not aware of specific reason or basis to believe that such an allegation may be forthcoming. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's knowledge, it is not and will not be necessary to use any inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to or outside the scope of their employment by the Company. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted. Subsection 2.9 of the Disclosure Schedule lists all Company Intellectual Property, including, without limitation, patents and patent applications, trademarks and trademark applications, copyrights, domain names and licenses by the Company to third parties of its intellectual property. The Company has not embedded any open source, copyleft or community source code in any of its products generally available or in development, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement.

2.10 Compliance with Other Instruments. The Company is not in violation or default of any provisions of its Restated Certificate or Bylaws, or of any instrument, judgment, order, writ, or decree, or under any note, indenture, mortgage, lease, agreement, privacy policy, contract or purchase order to which it is a party or by which it is bound or, to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated hereby or thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.

2.11 Agreements; Actions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer indemnification agreements approved by the Board of Directors, and (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved by the Board of Directors, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof.

(b) Except for the Transaction Agreements, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party

or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$25,000, (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Company (other than nonexclusive licenses to the Company for off-the-shelf third party products or software that are not and will not to any extent be part of, or influence development of, or require payment with respect to software (other than commercially available software products under standard end-user object code license agreements), (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person or affect the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(c) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed individually in excess of \$25,000 or in excess of \$100,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

(d) For the purposes of subsections (b) and (c) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated with that person or entity) shall be aggregated for the purposes of meeting the individual minimum dollar amounts of each such subsection.

(e) The Company is not a guarantor or indemnitor of any indebtedness of any other Person.

2.12 Disclosure. The Company and the Purchasers have engaged in a due diligence process, and in connection with that process the Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Stock and all information that the Company believes is reasonably necessary to enable the Purchasers to make such a decision. Assuming the accuracy of the Purchasers' representations regarding their sophistication with respect to investments in companies similar to the Company and in light of the due diligence process mentioned above, no representation or warranty of the Company contained in this Agreement and the exhibits attached hereto, any certificate furnished or to be furnished to Purchasers at the Initial Closing (when read together) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. It is understood that this representation is qualified by the fact that the Company has not delivered to the Purchasers, and has not been requested to deliver, a private placement or similar memorandum or any "Risk Factors" or "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the type typically contained therein.

2.13 No Conflict of Interest. The Company is not indebted, directly or indirectly, to any of its officers or directors or to their respective spouses or children, in any amount whatsoever other than in connection with expenses or advances of expenses incurred in the

ordinary course of business or relocation expenses of employees. None of the Company's officers or directors, or any members of their immediate families, are, directly or indirectly, indebted to the Company (other than in connection with purchases of the Company's stock) or, to the Company's knowledge, have any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that officers, directors and/or holders of capital stock of the Company may own stock in (but not exceeding two percent of the outstanding capital stock of) any publicly traded company that may compete with the Company. To the Company's knowledge, none of the Company's officers or directors or any members of their immediate families are, directly or indirectly, interested in any material contract with the Company. The Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

2.14 Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. Except as contemplated in the Voting Agreement, the Company is not a party to any agreements, and, to the Company's knowledge, no holder of capital stock of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

2.15 Title to Property and Assets. The Company owns its property and assets free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance in all material respects with such leases and, to its knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances other than to the lessors of such property or assets.

2.16 Financial Statements. The Company has made available to each Purchaser its unaudited financial statements (including balance sheet, income statement and statement of cash flows) as of November 30, 2017 and for the fiscal year ended December 31, 2016 (the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except that the unaudited Financial Statements may not contain all footnotes required by generally accepted accounting principles. The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, except that the interim financial statements are subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (a) liabilities incurred in the ordinary course of business subsequent to the date of the most recent balance sheet included in the Financial Statements and (b) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Company.

2.17 **Changes.** Since the date of the most recent balance sheet included in the Financial Statements, there has not been:

- (a) any change in the assets, liabilities, financial condition or operating results of the Company, except changes in the ordinary course of business that have not had a Material Adverse Effect;
- (b) any damage, destruction or loss, whether or not covered by insurance, that have had a Material Adverse Effect;
- (c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;
- (d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business;
- (e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;
- (f) any material change in any compensation arrangement or agreement with any employee, officer, director or holder of capital stock;
- (g) any sale, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;
- (h) any resignation or termination of employment of any officer or key employee of the Company; and the Company, is not aware of any impending resignation or termination of employment of any such officer or key employee;
- (i) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;
- (j) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;
- (k) any declaration, setting aside or payment or other distribution in respect to any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company; or
- (l) any arrangement or commitment by the Company to do any of the things described in this Section 2.17.

2.18 **Employee Benefit Plans.** The Schedule of Exceptions sets forth all employee benefit plans maintained, established or sponsored by the Company, or in or to which the Company participates or contributes, which is subject to the Employee Retirement Income

Security Act of 1974, as amended (“ERISA”). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied with all applicable laws for any such employee benefit plan.

2.19 **Tax Returns and Payments.** The Company has filed all tax returns and reports as required by law. These returns and reports are true and correct in all material respects. The Company has paid all taxes and other assessments due.

2.20 **Insurance.** The Company has in full force and effect fire and casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed.

2.21 **Labor Agreements and Actions.** The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the Company’s knowledge, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or to the Company’s knowledge threatened, which would have a Material Adverse Effect, nor is the Company aware of any labor organization activity involving its employees. The employment of each officer and employee of the Company is terminable at the will of the Company. To its knowledge, the Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment.

2.22 **Confidential Information and Invention Assignment Agreements.** Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers. No current or former Founder has excluded works or inventions from his or her assignment of inventions pursuant to such Founder’s confidentiality and proprietary information agreement. The Company is not aware that any of its present or former employees, officers or consultants is in violation thereof.

2.23 **Permits.** The Company and each of its subsidiaries has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which would have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.24 **Corporate Documents.** The Restated Certificate and Bylaws of the Company are in the form provided to counsel for the Purchasers. The copy of the minute books of the Company provided to the Purchasers’ counsel, if requested, contains minutes of all meetings of directors and holders of capital stock and all actions by written consent without a meeting by the directors and holders of capital stock since the date of incorporation and reflects all actions by the directors (and any committee of directors) and holders of capital stock with respect to all transactions referred to in such minutes accurately in all material respects.

2.25 **83(b) Elections.** To the Company's knowledge, all elections and notices under Section 83(b) of the Code, have been timely filed by all individuals who have purchased shares of the Company's Common Stock subject to a right of repurchase in favor of the Company.

2.26 **409A Compliance.** No stock options, stock appreciation rights or other equity based awards issued or granted by the Company are subject to the requirement of Section 409A of the Code. Each "nonqualified deferred compensation plan" (as such term is defined under Section 409(d)(1) of the Code and the guidance thereunder) under which the Company makes, is obligated to make or promises to make, payments (each, a "409A Plan") complies in all material aspects, in both form and operation, with the requirements of Section 409A Plan is, or to the knowledge of the Company will be, subject to the penalties of Section 409A(a)(1) of the Code.

2.27 **Environmental and Safety Laws.** The Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and to its knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation. No Hazardous Materials (as defined below) are used or have been used, stored, or disposed of by the Company or, to the Company's knowledge, by any other person or entity on any property owned, leased or used by the Company. For the purposes of the preceding sentence, "Hazardous Materials" shall mean (a) materials which are listed or otherwise defined as "hazardous" or "toxic" under any applicable local, state, federal and/or foreign laws and regulations that govern the existence and/or remedy of contamination on property, the protection of the environment from contamination, the control of hazardous wastes, or other activities involving hazardous substances, including building materials or (b) any petroleum products or nuclear materials.

2.28 **Qualified Small Business Stock.** The Company represents and warrants to the Purchasers that, to the best of its knowledge, the Stock should qualify as "Qualified Small Business Stock" as defined in Section 1202(c) of the Code; provided, however, that in no event shall the Company be liable to the Purchasers or any other party for any damages arising from any subsequently proven or identified error in the Company's determination with respect to the applicability or interpretation of Code Section 1202, unless such determination shall have been given by the Company in a manner either grossly negligent or fraudulent.

2.29 **No Other Representations.** The Purchasers are relying solely on the representations and warranties in this Section 2 in connection with the purchase of the securities under this Agreement.

3. **Representations and Warranties of the Purchasers.** Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

3.1 **Authorization.** The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by the Enforceability Exceptions.

3.2 **Purchase Entirely for Own Account.** This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the

Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Securities to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. The Purchaser either has not been formed for the specific purpose of acquiring the Securities, or each beneficial owner of equity securities of or equity interests in the Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.3 Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Stock with the Company's management and has had an opportunity to review the Company's facilities. The Purchaser understands that such discussions, as well as any other written information delivered by the Company to the Purchaser, were intended to describe the aspects of the Company's business which the Purchaser believes to be material. The foregoing, however, does not limit or modify the representations or warranties of the Company in Section 2 of this Agreement or the right of Purchaser to rely thereon.

3.4 Restricted Securities. The Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Securities for resale except as set forth in the Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 No Public Market. The Purchaser understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Securities.

3.6 Legends. The Purchaser understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear one or all of the following legends:

(a) "THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE

SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.”

(b) Any legend set forth in or required by the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Securities or any securities issued in respect thereof or exchange therefor.

3.7 **Accredited Investor.** The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.8 **Foreign Investors.** If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), such Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Such Purchaser’s subscription and payment for and continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the Purchaser’s jurisdiction.

3.9 **No General Solicitation.** Neither the Purchaser, nor any of its officers, directors, employees, agents, holders of capital stock or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Stock.

3.10 **Disqualification.** Each Purchaser represents that neither such Purchaser, nor any person or entity with whom such Purchaser 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. Each Purchaser also agrees to notify the Company if such Purchaser or any person or entity with whom such Purchaser shares beneficial ownership of Company securities becomes subject to such disqualifications after the date hereof (so long as such Purchaser or any such person beneficially owns any equity securities of the Company).

3.11 **Foreign Investment Regulations.** Each Purchaser represents that any consideration to be paid for the Securities pursuant to this Agreement does not derive from activity that is or was contrary to law or from a person or location that is or was the subject of a United States embargo or other economic sanction and that no consideration to be paid for the Securities in accordance with this Agreement will provide the basis for liability for any person under United States anti-money laundering laws or economic sanctions laws. Each Purchaser represents that neither such Purchaser nor any of its nominees or affiliates is on the specially designated OFAC list or similar European Union watch list.

3.12 **Exculpation Among Purchasers.** Each Purchaser acknowledges that it is not relying upon any person, firm or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Purchaser agrees that none of the other Purchasers nor the respective controlling persons, officers, directors, partners, agents, or employees of such other Purchasers shall be liable to any other Purchaser for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Securities.

4. **Conditions of the Purchasers' Obligations at Closing.** The obligations of each Purchaser to the Company under this Agreement are subject to the fulfillment, on or before the Initial Closing, or waiver by the Lead Purchaser of each of the following conditions, unless otherwise waived:

4.1 **Representations and Warranties.** The representations and warranties of the Company contained in Section 2 shall be true and correct in all material respects on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the date of the Initial Closing.

4.2 **Performance.** The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Initial Closing.

4.3 **Compliance Certificate.** The President of the Company shall deliver to the Purchasers at the Initial Closing a certificate certifying that the conditions specified in Sections 4.1 and 4.2 have been fulfilled.

4.4 **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Stock and the Warrant pursuant to this Agreement shall be obtained and effective as of the Initial Closing.

4.5 **Due Diligence.** Each Investor shall have completed business, financial, legal and technical due diligence investigation of the Company to its satisfaction.

4.6 **Opinion of Company Counsel.** The Purchasers shall have received from Orrick, Herrington & Sutcliffe LLP, counsel for the Company, an opinion, dated as of the Initial Closing, in substantially the form of Exhibit F.

4.7 **Board of Directors.** As of the Initial Closing, the Board shall be composed of Sravan Puttagunta, James DiSanto and a designee of the Lead Purchaser, with two vacancies.

4.8 **Investors' Rights Agreement.** The Company, the Founders, the Existing Preferred Holders and the Purchasers shall have executed and delivered the Investors' Rights Agreement in substantially the form attached as Exhibit C.

4.9 **Right of First Refusal and Co-Sale Agreement.** The Company, the Founders, the Existing Preferred Holders and the Purchasers shall have executed and delivered the Right of First Refusal and Co-Sale Agreement in substantially the form attached as Exhibit D.

4.10 **Voting Agreement.** The Company, the Founders, the Existing Preferred Holders and the Purchasers shall have executed and delivered the Voting Agreement in substantially the form attached as Exhibit E.

4.11 **Management Rights Letter.** The Company shall have entered into a Management Rights Letter with the Lead Purchaser in the form attached hereto as Exhibit H.

4.12 **Indemnification Agreement.** The Company shall have entered into an Indemnification Agreement with Hung-Hui Hsieh in the form attached hereto as Exhibit I.

4.13 **Restated Certificate.** The Company shall have filed the Restated Certificate with the Secretary of State of Delaware on or prior to the Initial Closing, which shall continue to be in full force and effect as of the Initial Closing.

4.14 **Confidential Information and Invention Assignment Agreement.** The Company and each of its current and former employees shall have entered into the Company's standard form Confidential Information and Invention Assignment Agreement, in substantially the form provided to the Purchasers.

4.15 **Secretary's Certificate.** The Secretary of the Company shall deliver to the Purchasers at the Initial Closing a certificate certifying (a) the Restated Certificate, (b) the Bylaws of the Company, (c) resolutions of the Board of Directors of the Company approving the Transaction Agreements and the transactions contemplated hereby and thereby, and (d) resolutions of the stockholders of the Company approving the Restated Certificate.

4.16 **Issuance of Warrant to Lead Purchaser.** The Company shall have issued to the Lead Purchaser the Warrant in the form attached hereto as Exhibit G.

4.17 **Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated at the Initial Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Purchasers, and the Purchasers (or their counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

5. **Conditions of the Company's Obligations at Closing.** The obligations of the Company to each Purchaser under this Agreement are subject to the fulfillment, on or before the Initial Closing, of each of the following conditions, unless otherwise waived:

5.1 **Representations and Warranties.** The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all material respects on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the Initial Closing.

5.2 **Performance.** All covenants, agreements and conditions contained in this Agreement to be performed by the Purchasers on or prior to the Initial Closing shall have been performed or complied with in all material respects.

5.3 **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Stock and the Warrant pursuant to this Agreement shall be obtained and effective as of the Initial Closing.

6. **Miscellaneous.**

6.1 **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 state of California, without giving effect to principles of conflicts of law.

6.2 **Entire Agreement.** This Agreement, and the documents referred to herein constitute the entire agreement among the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

6.3 **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company and the holders of at least a majority of the Common Stock issued or issuable upon conversion of the Stock and the Warrant Stock. Any amendment or waiver effected in accordance with this Section 6.3 shall be binding upon the Purchasers and each transferee of the Securities, each future holder of all such Securities, and the Company.

6.4 **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.

6.5 **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. Any such notice shall also be sent (a) if to the Company, with a copy to Greg Heibel, Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park CA 94025, United States or (b) if to the Purchasers, with a copy to Jerry Ku, Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, Suite 2101, Building C, Yintai Center, #2 Jianguomenwai Ave., Chaoyang District, Beijing 100022, P.R.China.

6.6 **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Purchaser hereby consents to

(i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6.7 **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.

6.8 **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.

6.9 **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.

6.10 **Survival of Warranties.** Unless otherwise set forth in this Agreement, the warranties, representations and covenants of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Initial Closing, and shall no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

6.11 **Interpretation.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. As used in this Agreement, the phrase “to the Company’s knowledge” shall mean the knowledge of the following officers: Fabien Chraim and Sravan Puttagunta. In addition, for purposes of the representations and warranties set forth in Section 2, the term “Company” shall include any subsidiaries of the Company, as applicable.

6.12 **Finder’s Fee.** Each party represents that it neither is nor will be obligated for any finder’s fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder’s fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.13 **Fees and Expenses.** The Company shall pay the reasonable fees and expenses of the Lead Purchaser, reasonable fees and expenses of experts, consultants and the like and other expenses incurred in connection with performing due diligence with respect to the Transaction Agreements, and the transactions contemplated thereby, provided such fees and expenses do not exceed, in the aggregate, \$30,000.

6.14 **Attorney's Fees.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.15 **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.16 **Corporate Securities Law.** THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

6.17 **Confidentiality.** Each Purchaser hereto agrees that, except with the prior written permission of the Company, it shall at all times hold in confidence and trust and not use or disclose any confidential information of the Company provided to or learned by such Purchaser in connection with the Purchaser's rights under the Transaction Agreements, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 6.17 by such Purchaser), (b) is or has been independently developed or conceived by the Purchaser without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Purchaser by a third party without a breach of any obligation of confidentiality such third party may have to the Company. Notwithstanding the foregoing, each Purchaser may disclose any confidential information of the Company provided to or learned by such Purchaser in connection with such rights to the minimum extent necessary (a) to evaluate or monitor such Purchaser's investment in the Company; (b) as required

by any court or other governmental body, provided that such Purchaser provides the Company with prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise to prevent or restrict such disclosure; (c) to legal counsel of such Purchaser; (d) in connection with the enforcement of this Agreement or rights under this Agreement; or (e) to comply with applicable law. The provisions of this Section 6.17 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by the parties hereto with respect to the transactions contemplated hereby.

Notwithstanding the foregoing, each Purchaser that is a limited partnership or limited liability company may disclose such proprietary or confidential information to any former partners or members who retained an economic interest in such Purchaser, current or prospective partner of the partnership or any subsequent partnership under common investment management, limited partner, general partner, member or management company of such Purchaser (or any employee or representative of any of the foregoing) (each of the foregoing persons, a "Permitted Disclosee") or legal counsel, accountants or representatives for such Purchaser, provided that such Purchaser informs such Permitted Disclosee, legal counsel, accountants, or representatives that such information is confidential and such person agrees to maintain the confidentiality of such information. Furthermore, nothing contained herein shall prevent any Purchaser or any Permitted Disclosee from (x) entering into any business, entering into any agreement with a third party, or investing in or engaging in investment discussions with any other company (whether or not competitive with the Company), provided that such Purchaser or Permitted Disclosee does not, except as permitted in accordance with this Section 6.17, disclose or otherwise make use of any proprietary or confidential information of the Company in connection with such activities, or (y) making any disclosures required by law, rule, regulation or court or other governmental order.

6.18 Waiver of Conflicts. Each party to this Agreement acknowledges that Orrick, Herrington & Sutcliffe LLP, counsel for the Company, has in the past performed and may continue to perform legal services for certain of the Purchasers in matters unrelated to the transactions described in this Agreement, including the representation of such Purchasers in venture capital financings and other matters. Accordingly, each party to this Agreement hereby (a) acknowledges that they have had an opportunity to ask for information relevant to this disclosure; and (b) gives its informed consent to Orrick, Herrington & Sutcliffe LLP's representation of certain of the Purchasers in such unrelated matters and to Orrick, Herrington & Sutcliffe LLP's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

6.19 Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement or the other Transaction Agreements, except for any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, then such controversy or claim shall be submitted to arbitration under the auspices of JAMS in San Francisco in accordance with its rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs in respect of any disputes arising under this Agreement or the other Transaction Agreements.

[Signature Pages Follow]

The parties have executed this Series A Preferred Stock and Warrant Purchase 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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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:

541 JEFFERSON REDWOOD CITY CA

Email: JIM@MOTUSVENTURES.COM

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

TRILLEST 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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

25E LLC
(PRINT NAME)

By: E Cuadrado
(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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

CRCM OPPORTUNITY FUND II LP
(PRINT NAME)

By: 
(Signature)

Name: MATTHEW LEE
Title: PARTNER

Address:
ONE MARITIME PLAZA SUITE1107
SAN FRANCISCO, CA 94111

Email: MLEE@CRCM.COM

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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:
541 JEFFERSON AVE,
REDWOOD CITY, CA 94063
Email: JIM@MOTUSVENTURES.COM

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

VENTURE LENDING & LEASING VII, LLC,
a Delaware limited liability company

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

By: Martin Eng
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

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

VENTURE LENDING & LEASING VIII, LLC,
a Delaware limited liability company

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

By: Martin Eng
Name: Martin Eng
Title: CFO

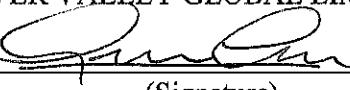
Address:
Special Asset Unit
MUFG Union Bank, N.A.
530 B Street, Suite 203
MC S-290
San Diego, CA 92101

Email: investments@westerntech.com

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

SILVER VALLEY GLOBAL LIMITED

By: 
(Signature)

Name: George Gu
Title: Director

Address:

Email: likaiqun@gmail.com

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

ALPESH PATEL
(PRINT NAME)

By: Alpesh Patel
(Signature)

Name: ALPESH PATEL
Title: _____

Address: 68 Cunningham
IRVINE, CA 92618
Email: alpesh77@gmail.com

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

Arieh Mimran
(PRINT NAME)

By: _____



(Signature)

Name: Arieh Mimran
Title: _____

Address:

21 Alpinastrasse, 3780, Gstaad, BE,
Switzerland

Email: arieh@to.org

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER: *Aditya Mh.*

~~ADITYA MATHUR~~
ELEVATE CIVIL MAPS PTE. LTD.
(PRINT NAME)

By: *Aditya Mh.*
(Signature)

Name: ADITYA MATHUR

Title: DIRECTOR

Address:

1 NANSON ROAD, #03-00
SINGAPORE 238 909

Email: aditya.mathur@elevate.associates.

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

KHALED AHMED BAESHEN
(PRINT NAME)

By: 
(Signature)

Name: KHALED AHMED BAESHEN
Title: _____

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

Email: KHALED@RAZAINVEST.COM

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

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 Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

TEEC Angel Fund III, LP
(PRINT NAME)

By: Zhangjin
(Signature)

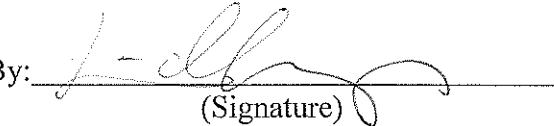
Name: EUGENE ZHANG
Title: MANAGING PARTNER

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

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

Budissi Limited
(PRINT NAME)

By: 
(Signature)

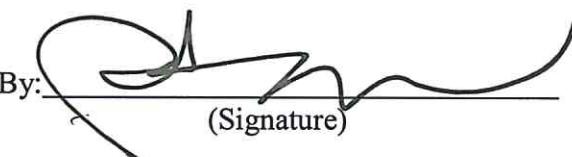
Name: Cheung Wai, William
Title: Director

Address:
605-6, 6/F., Kowloon Centre, 29-39
Askley Road, Tsimshatsui, Kowloon, H.K.
Email: cheungwillhk@gmail.com

The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

SUVOBROTO SARKAR
(PRINT NAME)

By: 
(Signature)

Name: Suvobroto Sarkar
Title:
Address: Cluster 31; Villa 16
Jumeirah Islands
Dubai – UAE

Email: sarkar.suvo@gmail.com

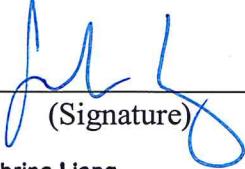
The parties have executed this Series A Preferred Stock and Warrant Purchase Agreement as of the date first written above.

PURCHASER:

"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 Series A Preferred Stock and Warrant Purchase Agreement as of June 14, 2018.

PURCHASER:

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

EXHIBITS

- Exhibit A - Schedule of Purchasers
- Exhibit B - Form of Amended and Restated Certificate
- Exhibit C - Form of Investors' Rights Agreement
- Exhibit D - Form of Right of First Refusal and Co-Sale Agreement
- Exhibit E - Form of Voting Agreement
- Exhibit F - Form of Legal Opinion of Orrick, Herrington & Sutcliffe LLP
- Exhibit G - Form of Warrant
- Exhibit H - Form of Management Rights Letter
- Exhibit I - Form of Indemnification Agreement

EXHIBIT A
SCHEDULE OF PURCHASERS
Initial Closing: April 27, 2018

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Era Lead Limited Address: Le Sanalele Complex, Ground Floor, Vaea Street Saleufi, PO Box 1868 Apia, Samoa Email: briankeg@armiotcapital.com	438,046	\$2,499,998.61	--	50,813
Motus-VGO Autonomous IOT Fund LP Address: 541 Jefferson Ave Redwood City, CA 94063 Email: jim@motusventures.com	219,023	--	\$1,000,000.00	--
Transportation Technology Ventures XVIII LP Address: 541 Jefferson Ave Redwood City, CA 94063 Email: jim@motusventures.com	17,521	\$99,995.16		
CRCM Opportunity Fund II LP Address: One Maritime Plaza Suite 1107 San Francisco, CA 94111 Email: mlee@crcm.com	175,218	\$999,997.17	--	--

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
SAIC Technologies Fund Address: 322 N. Old Woodward Avenue Birmingham, MI 48009 Email: _____	131,413	--	\$600,000.00	--
Arieh Mimran Address: 21 Alpinastrasse 3780, Gstaad, BE, Switzerland Email: arieh@to.org	96,370	\$549,999.01	--	--
Scrum Ventures Fund II, LP Address: 717 Market Street, Suite 100 San Francisco, CA 94103 Email: tak@scrum.vc	87,609	--	\$400,000.00	--
Longest Rising Limited Address: 3F., No. 76, Sec. 2, Dunhua S. Rd Da-An District, Taipei Taiwan Email: miles@whitesun-intl.com	87,609	--	\$400,000.00	--
Venture Lending & Leasing VII, LLC Address: 530 B Street, Suite 203 MC S-290 San Diego, CA 92101 Email: investments@westerntech.com	86,814	\$26,715.22	\$375,000.00	--

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Venture Lending & Leasing VIII, LLC Address: 530 B Street, Suite 203 MC S-290 San Diego, CA 92101 Email: investments@westerntech.com	86,814	\$26,715.22	\$375,000.00	--
Transportation Technology Ventures XIV LP Address: 541 Jefferson Ave Redwood City, CA 94063 Email: jim@motusventures.com	85,508	--	\$390,415.00	--
Silver Valley Global Limited Address: _____ _____ Email: likaign@gmail.com	52,565	\$299,996.87	--	--
TEEC Angel Fund III, LP Address: 167 S. San Antonio Rd, Suite 7 Los Altos, CA 94022 Email: eugene@teec-angel.com	43,804	--	\$200,000.00	--
Budissi Limited Address: 605-6, 6/F., Kowloon Centre 29-39 Askley Road Tsimshatsui, Kowloon Hong Kong Email: cheungwillhk@gmail.com	39,423	\$99,995.16	\$100,000.00	--

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Stanford-StartX Fund, LLC Address: Stanford Management Company Attn: Direct Investments 635 Knight Way Stanford, CA 94305 Email: direct@smc.stanford.edu	18,452	--	\$84,250.49	--
Elevate Associates Address: 1 Nanson Road, #03-00 Singapore 238909 Email: aditya.mathur@elevate.associates	35,043	\$199,996.01	--	--
Trillist Ventures Limited Address: 3F., No. 76, Sec. 2, Dunhua S. Rd Da-An District, Taipei Taiwan Email: miles@whitesun-intl.com	21,902	--	\$100,000.00	--
Alpesh Patel Address: 68 Cunningham Irvine, CA 92618 Email: alpesh77@gmail.com	17,521	\$99,995.16	--	--
25E LLC Address: c/o Wicklow Capital Inc 53 W. Jackson Blvd. Suite 1204 Chicago, IL 60604 Email: ben@wicklowcapital.com	10,640	--	\$48,580.00	--

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Khalid Ahmed Baeshen Address: P.O. Box 52179 Jeddah, 21563, Saudi Arabia Email: khalid@razainvest.com	8,760	\$49,994.73	--	--
Sandy Cass Address: 51 East 10th Street, Apt. 9 New York, NY 10003 Email: sandy.cass@gmail.com	3,504	\$19,997.89	--	--
Totals	1,763,559	\$4,973,396.21	\$4,073,245.49	50,813

Additional Closing: April 30, 2018

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Suvobroto Sarkar Address: Cluster 31; Villa 16 Jumeirah Islands, Dubai, UAE Email: sarkar.suvo@gmail.com	8,760	\$49,994.73	--	--
Totals	8,760	\$49,994.73	--	--

Additional Closing: May 2, 2018

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Stanford-StartX Fund, LLC Address: Stanford Management Company Attn: Direct Investments 635 Knight Way Stanford, CA 94305 Email: direct@smc.stanford.edu	46,339	\$264,464.09	--	--
Totals	46,339	\$264,464.09	--	--

Additional Closing: June 14, 2018

Name and Address	No. of Shares	Purchase Price (cash)	SAFE Conversion Amount	No. of Shares of Warrant Stock
Transportation Technology Ventures XIX LP Address: 541 Jefferson Ave Redwood City, CA 94063 Email: jim@motusventures.com	6,570	\$37,496.05	--	--
Totals	6,570	\$37,496.05	--	--

EXHIBIT B

FORM OF AMENDED AND RESTATED CERTIFICATE

See Tab 3

EXHIBIT C

FORM OF INVESTORS' RIGHTS AGREEMENT

See Tab 8

EXHIBIT D

FORM OF RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

See Tab 9

EXHIBIT E

FORM OF VOTING AGREEMENT

See Tab 10

EXHIBIT F

FORM OF LEGAL OPINION
OF
ORRICK, HERRINGTON & SUTCLIFFE LLP

See Tab 14

EXHIBIT G
FORM OF WARRANT
See Tab 6

EXHIBIT H

FORM OF MANAGEMENT RIGHTS LETTER

See Tab 15

EXHIBIT I

FORM OF INDEMNIFICATION AGREEMENT

See Tab 17

**EXHIBIT D - Request transmitted to me by Company counsel for a
power of attorney authorizing a \$500,000 discretionary payout**

Attached Below

2. Consideration. Without limiting the provisions of Section 1 hereof and subject to the terms and conditions of this Agreement, the Company agrees that in return for entry into and compliance with the terms of this Agreement, contingent upon completion of the Acquisition, Stockholder shall be entitled to a minimum of \$500,000 out of the aggregate consideration for the Acquisition, to be paid or issued in the same form and on the same terms and conditions as apply to the other stockholders of the Company.



Sravan Puttagunta <sravan.puttagunta@gmail.com>

Project Condor - Sravan Voting Agreement

Pahlavan, R. Arman (PAO) <APahlavan@perkinscoie.com>

Fri, Apr 15, 2022 at 11:24 AM

To: Sravan Puttagunta <sravan.puttagunta@gmail.com>

Cc: Stefan Safko <stefan@civilmaps.com>, "Edwards, Michelle (SFO)" <MichelleEdwards@perkinscoie.com>

We have been working with you for months in an effort to obtain your consent to the proposed transaction (Transaction) to sell Solstice Research (Company) to Luminar Technologies (Buyer). You hold common stock of the Company. Under the Certificate of Incorporation of the Company, holders of Common Stock will not be entitled to receive any proceeds in the Transaction due to the liquidation preferences of the convertible notes and Preferred Stock that sits ahead of the Common Stock. Regardless of the existing liquidation preferences, the Company's stockholders and noteholders have agreed to carve out a minimum of \$500k in proceeds that they would otherwise receive to distribute to you. In exchange, the Company has requested that you grant your clean consent to all aspects of the Transaction, and to cooperate with Buyer's requests regarding resignation from the Company's India subsidiary and all else that may be requested of Buyer from you in connection with the Transaction with specific requests about diligence documents that you have in your possession or have access to that needs to be provided to Luminar.

You have been consistently disruptive in your correspondence with the various stockholders and members of management team and us as the Company's counsel when we have approached you to obtain your consent in closing of the Transaction. You have been recalcitrant in providing any cooperation with the Buyer's requests using legal reasoning that is both flawed and non-applicable to the situation at hand, including your recent discussions with shareholders of related party transactions, etc. As a result of your recalcitrance, the Company is now at a point where we are forced to pursue alternative structures to close the Transaction because at this time the Company is out of cash and without your consent the Transaction will not close. Further, the Transaction is seriously in jeopardy at this point because Buyer is realizing that you are not a reliable individual to have rational conversations in matters that require resolution and your consent prior to the closing the Transaction.

As such, we are informing you that if your recalcitrance and non-cooperation with the Company's and Buyer's requests continue, and the Company misses the opportunity to close the Transaction with the Buyer, the Company and its stockholders will take all actions necessary to move forward with alternative structures to consummate the transaction that will not provide you with any consideration. Further, if that happens, the Company will pursue all legal remedies against you, including for breach of your duties to the Company and its stockholders as a controlling shareholder. We will not engage in any further back and forth with you as you have engaged with the Company and its stockholders to date.

I understand that if you start to behave like a true shareholder and do what is best for you and the Company, the Company will include you in its press release with favorable mention of your contributions to success of the sale as well as work with investors around the table to provide an entrepreneur in residence opportunity to look at other deals with the group in related spaces.

We have attached a Voting Agreement to this note, which we will require that you execute and return to us prior to 5:00 p.m. on April 17, 2022. This will be your last chance to consent to the Transaction where you will receive any consideration from the proposed sale.

Arman Pahlavan | Perkins Coie LLP

PARTNER

3150 Porter Drive

Palo Alto, CA 94304-1212

D. +1.650-838-4426

C. +1.650-464-7154

E. APahlavan@perkinscoie.com

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

 **Project Condor - Sravan Voting Agreement.DOCX**
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VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made and entered into as of April 15, 2022, by and between Solfice Research, Inc., a Delaware corporation (the "Company") and the undersigned stockholder ("Stockholder") of the Company. The Company and the Stockholder are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company currently contemplates entering into an Agreement and Plan of Merger or other definitive agreement (the "Acquisition Agreement") that will provide for the acquisition of the Company or all or substantially all of its assets (the "Acquisition") by Luminar Technologies, Inc., a Delaware corporation ("Buyer").

WHEREAS, in order to induce the Company and Buyer to enter into the Acquisition Agreement and in return for the consideration set forth below, Stockholder is willing to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the shares of common stock, par value \$0.00001 per share, of the Company ("Company Common Stock") and the shares of founders preferred stock, par value \$0.00001 per share of the Company ("Company Founders Preferred Stock" and, collectively with the Company Common Stock and the shares of preferred stock, par value \$0.00001 per share, of the Company ("Company Preferred Stock"), the "Company Stock")) Beneficially Owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "Original Shares").

WHEREAS, Stockholder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Agreement to Vote Shares.

1.1. Shares. For purposes of this Agreement, the term "Shares" shall mean and include any securities of the Company that the holders of which are entitled to vote on any matter, by whatever name called, now owned or subsequently acquired by Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2. Voting. Stockholder agrees to vote, or cause to be voted, all Shares owned by Stockholder, or over which such Stockholder has voting control at each annual or special meeting of the stockholders or pursuant to any written consent of the Stockholders that may come to vote of the Company's stockholders in connection with the approval of the Acquisition Agreement and any or all ancillary documents or other instruments related thereto, including without limitation, waivers, releases, consents, resignations, from time to time and at all times, in the same manner as the holders of a

majority of the Company Stock, voting together as a single class, on an as-converted basis (the "**Company Majority**") vote with respect to those matters.

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 an "**Affiliate**" of 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, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person. Furthermore, for the purposes of this Agreement, "**Beneficially Own**" or "**Beneficial Ownership**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, "Beneficially Own" and "Beneficial Ownership" shall also include record ownership of securities.

Stockholder agrees to execute any written consents required to perform the obligations of this Section 1.

1.3. No Liability for Vote in Accordance with Agreement. Neither Stockholder, nor any Affiliate of Stockholder, shall have any liability as a result of voting in accordance with the provisions of this Agreement.

2. Consideration. Without limiting the provisions of Section 1 hereof and subject to the terms and conditions of this Agreement, the Company agrees that in return for entry into and compliance with the terms of this Agreement, contingent upon completion of the Acquisition, Stockholder shall be entitled to a minimum of \$500,000 out of the aggregate consideration for the Acquisition, to be paid or issued in the same form and on the same terms and conditions as apply to the other stockholders of the Company.

3. Representations and Warranties of Stockholder. Stockholder represents and warrants to Company that:

3.1.Ownership of Shares. Stockholder: (i) is the Beneficial Owner of, and has good and marketable title to, Stockholder's Shares, free and clear of any proxy, voting restriction, adverse claim, or other Liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) has the sole voting and sole disposition power over all of the Original Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which Stockholder is a party relating to the pledge, disposition, or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

3.2. Disclosure of All Shares Owned. Stockholder does not Beneficially Own any shares of Company Common Stock or Company Founders Preferred Stock other than the Shares set forth on the signature page of this Agreement.

3.3. Power and Authority; Binding Agreement. Stockholder has full power and authority and legal capacity to enter into, execute, and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 4.1 below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid, and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally.

3.4. No Conflict. The execution and delivery of this Agreement by Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law applicable to Stockholder or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any Lien on any of the Shares pursuant to, any agreement or other instrument or obligation including organizational documents binding upon Stockholder or any of the Shares.

3.5. No Consents. No consent, approval, Order, or authorization of, or registration, declaration, or filing with, any Governmental Entity or any other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. No consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3.6. No Litigation. There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or other) (each an "Action") pending against, or, to the knowledge of Stockholder, threatened against or affecting, Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of Stockholder to perform Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

4. Remedies.

4.1. Irrevocable Proxy and Power of Attorney. Stockholder hereby constitutes and appoints as the proxy of Stockholder and hereby grants a power of attorney to Ronjon Nag (the "**Proxyholder**"), with respect to the matters set forth herein, and hereby authorizes the Proxyholder to represent and vote, if and only if Stockholder (i) fails to vote (whether by proxy, in person or by written consent), or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the

terms of this Agreement, all of Stockholder's Shares in the same manner as the Company Majority. The Proxyholder is authorized pursuant to the power of attorney granted hereunder to execute and deliver any required documentation on behalf of Stockholder in the event Stockholder fails to do so within two (2) business days of a request by the Company. Each of the proxy and power of attorney granted pursuant to this Section 4.1 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and the consideration referred to in Section 2 hereof and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 5 hereof. Stockholder hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 5 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

4.2. Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholder shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

4.3. Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until the consummation of the Acquisition or the abandonment of the Acquisition by the Company.

6. Miscellaneous.

6.1. Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall have the same obligations as Stockholder. The Company shall not permit the transfer of the

Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 6.1. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Section 6.11.

6.2. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.5. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6. Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on signature page hereto, or (as to the Company) to the principal office of the Company and to the attention of the Chief Executive Officer, or, in any case, to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 6.6. If notice is given to

the Company, a copy (which copy shall not constitute notice) shall also be sent to Perkins Coie LLP, 3150 Porter Drive, Palo Alto, CA 94304, Attn: R. Arman Pahlavan.

(b) Consent to Electronic Notice. Stockholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "DGCL"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below Stockholder's name on the signature page hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Stockholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.7. Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated (other than pursuant to Section 5) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by the Company and Stockholder.

6.8. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.9. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.10. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.11. Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

"THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates, instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Section 6.11 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Section 6.11 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

6.12. Stock Splits, Dividends and Recapitalizations. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Section 6.11.

6.13. Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

6.14. Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

6.15. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this

Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.16. Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

6.17. Aggregation of Stock. All Shares held or acquired by Stockholder and/or its Affiliates 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.

[Signature Page Follows]

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

COMPANY:

SOLFICE RESEARCH, INC.

By: _____
Name: _____
Title: _____

STOCKHOLDER:

SHANMUKHA SRAVAN PUTTAGUNTA

Signature: _____

Number of Shares of Company Common Stock
Beneficially Owned as of the date of this
Agreement: 2,933,333

Number of Shares of Company Preferred Stock
Beneficially Owned as of the date of this
Agreement: 0

Number of Shares of Company Founders Preferred
Stock Beneficially Owned as of the date of this
Agreement: 800,000

Email address: Sravan.puttagunta@gmail.com

SIGNATURE PAGE TO VOTING AGREEMENT

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("Adoption Agreement") is executed on _____, 20_____, by the undersigned (the "Holder") pursuant to the terms of that certain Voting Agreement dated as of April ___, 2022 (the "Agreement"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows:

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "Stock") as a transferee of Shares from a party in such party's capacity as a "Stockholder" bound by the Agreement, and after such transfer, Holder shall be considered a "Stockholder" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER:

By: _____

Name: _____

Title: _____

Address: _____

E-mail Address: _____

ACCEPTED AND AGREED:

SOLFICE RESEARCH, INC.

By: _____

Name: _____

Title: _____

156618268.3

**EXHIBIT E - Release waiver requests presented to me in connection
with the asset sale.**

Attached Below

Memo:

Re: Risks of Executing Release Waivers Before Access to Closing Documentation and Prospectus

Background

The Company, through its counsel and management, has requested that certain shareholders execute a **release and waiver of claims** in favor of the Company and its directors/officers as part of the contemplated transaction with Luminar. The request is being made **prior to**:

- circulation of the final **closing documents**,
- review of the **prospectus or disclosure schedules** summarizing material terms of the deal, and
- confirmation of **consideration allocations and side agreements**.

Risks to Shareholders

1. Waiver of Unknown Claims

By signing a blanket release before reviewing closing documents, a shareholder risks **waiving potential claims** arising from:

- undisclosed compensation or inducements paid to directors or officers,

- side letters or preferential arrangements benefiting certain investors,
- misrepresentations or omissions in board communications.

Without visibility into the deal structure, it is impossible to assess whether fiduciary duties were fully honored.

2. Loss of Leverage in Negotiation

A release given up front removes a shareholder's **primary leverage**—the right to object, delay, or seek inspection of records if material information is missing or inaccurate. Once waived, the shareholder cannot effectively challenge the board even if evidence of misconduct surfaces later.

3. Information Asymmetry

Directors and insiders already possess access to deal terms, valuation mechanics, and personal compensation structures. Requiring shareholders to waive claims **before disclosure** exacerbates information asymmetry and undercuts the statutory rights provided under Delaware law (8 Del. C. § 220 and fiduciary duty doctrines).

4. Potential Conflict With Fiduciary Duty Protections

A waiver may immunize directors from accountability even if they breached their duty of loyalty. Delaware courts have consistently viewed **exculpation of**

undisclosed conflicts with skepticism. Signing early risks ratifying actions that could later be deemed unlawful self-dealing.

5. Risk of Reduced or Delayed Consideration

The “minimum consideration” referenced in the draft agreements may diverge materially from the actual final payout depending on liabilities, escrow, or holdbacks. By signing, shareholders effectively accept terms **sight unseen** and forfeit their right to challenge dilution of value.

Best Practices Before Considering a Release

- 1. Review the full closing package:** merger agreement, disclosure schedules, escrow terms, board resolutions, and any side letters.
- 2. Obtain the prospectus/transaction summary** from counsel to ensure allocations are accurate and consistent across shareholder classes.
- 3. Condition any waiver** on confirmation of final terms and proportional treatment.
- 4. Preserve rights** under Delaware law by refusing to waive inspection or fiduciary claims prematurely.

Conclusion

Executing a release waiver **before receiving closing documentation and the prospectus** exposes shareholders to significant legal and financial risks. It effectively extinguishes the right to hold insiders accountable, even if material self-dealing or misrepresentation is later discovered. From both a corporate governance and shareholder-protection standpoint, such a request is atypical and should be approached with extreme caution.



Sravan Puttagunta <sravan.puttagunta@gmail.com>

Re: Clarification on Misinformation

Stefan Safko <stefan@civilmaps.com>

Thu, Apr 14, 2022 at 7:06 PM

To: Sravan Puttagunta <sravan.puttagunta@gmail.com>

Cc: Abhishek Arora <abhishek@abhishek.me>, Aditya Mathur <aditya.mathur@elevate.associates>, Alpesh Patel <alpesh77@gmail.com>, Anh Le <ale@crcm.com>, Anuj Gupta <apowerinfinity@gmail.com>, Arieh Mimran <arieh@to.org>, Arman Pahlavan <apahlavan@perkinscoie.com>, Ben Rose <ben@wicklowcapital.com>, Chon Tang <ctang@skydeck.vc>, Eugene Zhang <eugene@teec-angel.com>, Fabien CHRAIM <fabien.chraim@gmail.com>, Gordon Wan <gwan@saicusa.com>, Gregory Heibel <gheibel@orrick.com>, Jason Creadore <jason.a.creadore@gmail.com>, Jeff Chung <jeff@amecloudventures.com>, Jeffrey Friedman <jfriedm9@ford.com>, Jim DiSanto <jim@motusventures.com>, Jon Beizer <jon@westerntech.com>, Joseph Hlady <jhlady.calgary@gmail.com>, Khalid Baeschen <khalid@razainvest.com>, Michael Baum <michael@founder.org>, Michelle Edwards <MichelleEdwards@perkinscoie.com>, Miles Hu <miles@whitesun-intl.com>, Peter Hsieh <Peter.Hsieh@arm.com>, Robert Seidl <robert@motusventures.com>, Ronjon Nag <ronjon@payplant.com>, Ronjon Nag <ronjonn@yahoo.com>, SMC-Direct Investments <direct@smc.stanford.edu>, Sandy Cass <sandy.cass@gmail.com>, Scott Harvey <scott@civilmaps.com>, Tak Miyata <tak@scrum.vc>, Tarik Baeschen <tbaeschen@razainvest.com>, Tom Duterme <tduterme@gmail.com>, Vivian Di <vivian@teec-angel.com>, Zhang Shuping <suejames49@yahoo.com>, Zhi Li <zhi.li@cligrp.com>, briankeng@armiotcapital.com, cheungwillhk@gmail.com, investments@westerntech.com, jin-lin@teec-angel.com, likaign@gmail.com, sarkar.suvo@gmail.com, statements@wicklowcapital.com, xshao@tsingyuan.ventures, Aditya Mathur <aditya.mathur@elev8.vc>

Sravan,

Perkins Coie will be presenting you with two separate documents.

The documents are requesting the following actions from you:

1. In collaboration with Venkata Kolla provide the requested due diligence items pertaining to the Solfice Research India Pvt Ltd subsidiary. This action needs to be completed prior to you, or in conjunction to you resigning, in accordance with India regulations. The formal due diligence request is outlined below in blue; buyer counsel needs full completion of all items in the request list provided.
2. An agreement for you to sign to agree to vote your shares. As consideration for your entering into this agreement, this agreement specifies the minimum consideration you will be entitled to if the transaction is completed. It is important for the buyer to have certainty around your support for the transaction to move forward. We hope that the conditions in this agreement would provide sufficient comfort for you.

If we are not able to move forward with the contemplated transaction with Luminar due to internal delays, the company and its Board of Directors will need to consider alternative structures in the coming days to recover as much value as possible for creditors, stockholders and employees.

Actions to Complete Pre-Signing:

1. Change in the board of Solfice India – Venkata and Sravan to resign from the board and execute no claims/release letter in favor of Solfice India and its shareholders. Simultaneous with/immediately after the change in board, all authorizations granted to Venkata and Sravan to be revoked and bank account signatories to be changed.
2. Transfer of minority shares held by Venkata – Solfice to arrange for another Indian resident to buy-out his shares pre-signing of our transaction documents.

High Priority Diligence Confirmations:

- Provide duly stamped share certificates.
- Provide statutory registers.
- Provide form FC-GPR (together with supporting documents) filed with the Reserve Bank of India (“RBI”) with respect to shares held by Solfice US and approval for the same.
 - Provide any agreements entered into since January 2019 by Solfice India.
 - Provide executed copy of any agreement with Venkata and Sravan, and details of any payments/commitments due to them.
 - Provide authorizations issued by Solfice India in relation to the bank account in India and any other authorization/power of attorney given to Venkata and Sravan.
 - Provide all other corporate records to the extent available and in the possession of Venkata or Sravan.

Regards,
Stefan

[Quoted text hidden]