ULTRASONIC MEDICAL MAPPING, INC.

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "**Agreement**") by and among Ultrasonic Medical Mapping, Inc., a Delaware corporation (the "**Company**"), the persons and entities holding outstanding shares of the Company's FlashSeed Preferred Stock ("**FlashSeed Preferred**") listed on Schedule A attached hereto (the "**FlashSeed Investors**"), and the persons and entities holding outstanding shares of the Company's Flash CF Preferred Stock ("**Flash CF Preferred**") listed on Schedule B attached hereto (the "**Flash CF Investors**" and together with the FlashSeed Investors, each, an "**Investor**" and collectively, the "**Investors**"), is made as of the date set forth on the Company's signature page below.

RECITALS

A. The Company and each FlashSeed Investor have entered into a FlashSeed Preferred Stock Subscription Agreement dated on or after the date of this Agreement (collectively, the "**FlashSeed Purchase Agreements**"), and it is a condition to the closing of the sale of the FlashSeed Preferred to each FlashSeed Investor that the FlashSeed Investors and the Company execute and deliver this Agreement; and

B. The Company and each Flash CF Investor have entered into a Flash CF Preferred Stock Subscription Agreement dated on or after the date of this Agreement (collectively, the "**Flash CF Purchase Agreements**", and together with the FlashSeed Purchase Agreements, collectively, the "**Purchase Agreements**"), and it is a condition to the closing of the sale of the Flash CF Preferred to each Flash CF Investor that the Flash CF Investors and the Company execute and deliver this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Board**" means the Board of Directors of the Company.

(b) "**Commission**" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(c) "**Common Stock**" means the common stock of the Company.

(d) "**Conversion Shares**" means, collectively, the FlashSeed Conversion Shares and shares of Common Stock issued upon conversion of the shares of Flash CF Preferred.

(e) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(f) "**Family Members**" means a child, stepchild, grandchild, parent, stepparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of an Investor, and shall include adoptive relationships. For the purposes hereof, "**spousal equivalent**" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

(g) "**Sutter Securities**" means Sutter Securities Group, Inc.

(h) "**Flash CF Preferred Original Issue Price**" has the meaning set forth in the Stockholder Agreement.

(i) "**FlashSeed Conversion Shares**" means the shares of Common Stock issued upon conversion of the shares of FlashSeed Preferred.

(j) "**Initial Public Offering**" means the closing of the Company's first firm commitment underwritten public offering of the Common Stock registered under the Securities Act.

(k) "**Liquidation Event**" means the occurrence of any of the following: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company; or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

(l) "**Qualified Equity Financing**" means any offer, sale and issuance, in a bona fide equity financing transaction, of capital stock (including Common Stock or preferred stock) of the Company whether now authorized or not, or rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock, in which the price per share of the securities offered in the financing (calculated based on the effective price per share of the Common Stock issuable upon conversion or exercise of any securities other than Common Stock) is at least three (3) times the Original Issue Price.

(m) "**Certificate**" means the Company's Certificate of Incorporation, as amended from time to time.

(n) "**Rule 144**" means Rule 144 as promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(o) "**Securities**" means (i) the Shares, (ii) the Conversion Shares and (iii) (iii) any capital stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the shares referenced in clauses (i) and (ii) above.

(p) "**Securities Act**" means the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(q) "**Shares**" means, collectively, shares of FlashSeed Preferred and Flash CF Preferred.

(r) "**Significant Holder**" means each FlashSeed Investor who owns at least an aggregate of 400,000 shares of FlashSeed Preferred and FlashSeed Conversion Shares (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and the like).

(s) "**Stockholder's Agreement**" means the Company's Stockholder's Agreement, as amended from time to time.

(t) "**Transfer**" or "**Transferred**" means any direct or indirect transfer, sale, assignment, gift, intervivos transfer, pledge, hypothecation, mortgage or other disposition or encumbrance (whether voluntary or involuntary or by operation of law), including derivative or similar transactions or arrangements whereby a portion or all of the economic interest in, or risk of loss or opportunity for gain with respect to, the Securities is transferred or shifted to another person or entity, the offer to make a sale, transfer or other disposition, and each option, agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

2. Significant Holder Right of First Refusal.

(a) Right of First Refusal. The Company hereby grants to each Significant Holder the right of first refusal to purchase up to such Significant Holder's pro rata portion of New Securities (defined below) which the Company may, from time to time, propose to sell and issue after the date of this Agreement. A Significant Holder's pro rata portion, for purposes of this right of first refusal, is equal to the ratio of (i) the number of shares of Common Stock owned by such Significant Holder immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise and/or conversion of all outstanding convertible securities, rights, options and warrants, directly or indirectly, into Common Stock held by such Significant Holder) to (ii) the total number of shares of Common Stock outstanding immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise and/or conversion of all outstanding convertible securities, rights, options and warrants, directly or indirectly, into Common Stock).

(b) Definition of New Securities. For the purposes hereof, "**New Securities**" means any capital stock (including Common Stock or preferred stock) of the Company whether now authorized or not, and rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock; *provided* that the term "**New Securities**" does not include:

(i) the Shares and the Conversion Shares;

(ii) securities issued or issuable to officers, employees, directors, consultants, placement agents, and other service providers of the Company (or any subsidiary) pursuant to stock grants, option plans, purchase plans, agreements or other employee stock incentive programs or arrangements approved by the Board;

(iii) securities issued pursuant to the conversion and/or exercise of warrants or any other convertible or exercisable securities outstanding as of this date of this Agreement;

(iv) securities issued or issuable as a dividend or distribution on shares of preferred stock of the Company or pursuant to any event for which adjustment is made pursuant to Sections 4(d), 4(e) or 4(f) of Exhibit A of the Stockholder Agreement (or any successor provisions);

(v) securities offered pursuant to a bona fide, underwritten public offering pursuant to a registration statement filed under the Securities Act;

(vi) securities issued or issuable pursuant to the acquisition of another entity by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, *provided*, that such issuances are approved by the Board;

(vii) securities issued or issuable to banks, equipment lessors or other financial institutions pursuant to a commercial leasing or debt financing transaction approved by the Board;

(viii) securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board; and

(ix) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to clauses (i) through (viii) of this Section 2(b).

(c) Exercise of Right of First Refusal. In the event the Company proposes to undertake an issuance of New Securities, it shall give each Significant Holder and Sutter Securities written notice (which may be via electronic mail or other electronic means of transmission) of such intention, describing the type of New Securities, the purchase price of the New Securities, the other general terms upon which the Company proposes to issue the New Securities and, for Significant Holders, such Significant Holder's pro rata portion of such New Securities (the "**Company Notice**"). Each Significant Holder shall have ten (10) calendar days after the date the Company

Notice is delivered to such Significant Holder (the "**Significant Holder Exercise Period**") to exercise its right of first refusal by delivering written notice thereof to the Company (which may be via email or other electronic means, at the discretion of the Company) (the "**Significant Holder Notice**"). The Significant Holder Notice shall set forth the quantity of New Securities to be purchased by such Significant Holder (which shall not exceed such Significant Holder's pro rata portion of the New Securities set forth in the Company Notice). At the expiration of the Significant Holder Exercise Period, the Company shall promptly notify Sutter Securities of any Significant Holder's failure to elect to purchase all such Significant Holder's pro rata portion of such New Securities (the "**Sutter Securities Notice**"). Sutter Securities shall have ten (10) calendar days after the date the Sutter Securities Notice is delivered to Sutter Securities (the "**Sutter Securities Exercise Period**") to elect to purchase all or any portion of the New Securities for which the Significant Holders were entitled to subscribe but that were not subscribed for by the Significant Holders. Sutter Securities shall exercise this purchase right by delivering written notice thereof to the Company (which may be via email or other electronic means, at the discretion of the Company) during the Sutter Securities Exercise Period. Such notice shall set forth the quantity of New Securities to be purchased by Sutter Securities. Sutter Securities' rights under this Section 2 shall be freely assignable by Sutter Securities, in whole or in part.

(d) Sale of New Securities. In the event the Significant Holders and Sutter Securities fail to exercise fully the right of first refusal within the Significant Holder Exercise Period and Sutter Securities Exercise Period, as applicable, the Company shall have one hundred twenty (120) days after the expiration of the Sutter Securities Exercise Period to sell the New Securities with respect to which the Significant Holders' and Sutter Securities' right of first refusal options set forth in this Section 2 were not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company Notice. Any New Securities offered or sold by the Company after such one hundred twenty (120) period must be reoffered to the Significant Holders and Sutter Securities pursuant to this Section 2.

(e) Termination of the Right of First Refusal. The right of first refusal granted under this Section 2 shall expire upon the first to occur of (and shall not be applicable to the events set forth in clauses (i) or (ii) of this Section 2(e)): (i) a Liquidation Event, (ii) the Initial Public Offering, and (iii) five years after the date of this Agreement. In addition, the right of first refusal set forth in this Section 2 shall terminate with respect to any Significant Holder who fails to purchase, in any transaction subject to this Section 2, all of such Significant Holder's pro rata portion of the New Securities allocated to such Significant Holder pursuant to this Section 2 (and following any such termination, such Significant Holder shall no longer be deemed a "Significant Holder" for any purpose of this Section 2); *provided, however*, that the Company may waive (in its sole discretion) the termination provisions of this sentence with respect to any particular issuance or issuances of New Securities.

3. Company Covenants. The Company hereby covenants and agrees, as follows:

(a) Basic Financial Information. Provided that the Company has prepared financial statements, the Company will, upon request of a Significant Holder, make available to such Significant Holder after the end of each fiscal year of the Company, an unaudited balance sheet of the Company as at the end of such fiscal year, and unaudited statements of income and cash flows of the Company for such year, prepared in accordance with U.S. generally accepted

accounting principles consistently applied. The covenants set forth in this Section 3(a) shall terminate and be of no further force and effect upon the earlier of (i) the closing of the Initial Public Offering and (ii) a Liquidation Event.

(b) Confidentiality. Notwithstanding anything herein to the contrary, no Investor by reason of this Agreement shall have any to access or view any trade secrets or confidential information of the Company. The Company shall not be required to comply with any information rights in respect of any Significant Holder whom the Company reasonably determines to be a director competitor or an officer, employee, director or holder of more than five percent (5%) of a direct competitor. Each Significant Holder acknowledges that (i) the information received by such Investor pursuant to this Agreement is presumed to be confidential and shall be used only by such Investor for the sole purpose of managing such Investor's investment in the Company, and (ii) such Investor will not reproduce, disclose or disseminate such information to any other person or entity (other than such Investor's employees or agents, if any, having a need to know the contents of such information, and such Investor's attorneys).

4. Restrictions on Transfer; Company Right of First Refusal; Drag-Along Right.

(a) Restrictions on Transfer.

(i) Restrictions on Transfer. No Investor shall Transfer all or any portion of the Securities unless all of the following are satisfied: (A) such Transfer occurs after the one year anniversary of the date that such Investor purchased Shares under such Investor's Purchase Agreement, except for Transfers permitted under Sections 4(a)(ii), (B) such Investor has complied with the provisions of Sections 4(b), except for Transfers permitted under Sections 4(a)(ii); (C) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 4(a) and Sections 4(b), 4(d), 4(e) and 5(b); (D) such Investor shall have given prior written notice (which may be via email or other electronic means, at the discretion of the Company) to the Company of such Investor's intention to make such Transfer and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed Transfer, and, if requested by the Company, such Investor shall have furnished the Company, at its expense, with an opinion of counsel, reasonably satisfactory to the Company; and (E) such Investor and transferee have complied with any other transfer procedures as may be required by the Company's transfer agent.

(ii) Permitted Transfers.

(A) Generally. The provisions of Sections 4(a)(i)(A) and 4(b) shall not apply to: (I) Transfers to the Company; (II) Transfers approved by the Company to persons or entities that are confirmed as "accredited investors" (as defined in Rule 501 promulgated under the Securities Act) by the Company; (III) Transfers as part of an offering registered with the Commission; or (IV) a Transfer without consideration to such Investor's Family Members, to a Trust controlled by such Investor or to a trust created for the benefit of such Investor or such Investor's Family Members.

(B) FlashSeed Preferred Permitted Transfers. In addition to the Transfers set forth in Section 4(a)(ii)(A), the provisions of Sections 4(a)(i)(A) and 4(b) shall not apply to the following Transfers of FlashSeed Preferred: (I) a Transfer not involving a change in beneficial ownership; or (II) a Transfer by any FlashSeed Investor to (1) a parent, subsidiary or other affiliate of such FlashSeed Investor or (2) any of its partners, members or other equity owners, or retired partners, retired members or other equity owners, or to the estate of any of its partners, members or other equity owners or retired partners, retired members or other equity owners.

(iii) Effect of Failure to Comply. Any Transfer not made in compliance with this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. If any Investor becomes obligated to sell any Securities to the Company pursuant to Section 4(b) and fails to deliver such Securities in accordance with Section 4(b), the Company may, at its option, in addition to all other remedies it may have, send to such Investor the purchase price for such Securities as specified in the Transfer Notice (defined below) and transfer to the name of the Company on the Company's books any certificates, instruments, or book entry representing the Securities to be sold.

(iv) Legends. Each certificate (if any) or book-entry notation representing the Securities shall bear the following legend:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.
>
> THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN AN INVESTORS' RIGHTS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER OF THESE SECURITIES.

(b) Company's Right of First Refusal.

(i) Right of First Refusal. In the event that an Investor proposes to Transfer any Securities to any person, entity or organization (the "**Transferee**"), the Company

shall have the right of first refusal set forth in this Section 4(b) with respect to such Securities (the "**Right of First Refusal**"). If an Investor desires to Transfer any Securities, such Investor shall deliver written notice thereof ("**Transfer Notice**") (which may be via email or other electronic means, at the discretion of the Company) to the Company describing fully the proposed Transfer, including the number of Securities proposed to be Transferred (the "**Offered Securities**"), the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed Transfer will not violate any applicable federal or state securities laws. The Transfer Notice shall constitute a binding commitment of such Investor to the Transfer of the Offered Securities. The Company shall have the right to purchase all, but not less than all, of the Offered Securities on the terms described in the Transfer Notice by delivery to such Investor of a notice of exercise of the Right of First Refusal within thirty (30) days after the date when the Transfer Notice was delivered to the Company. The Company's rights under this Section 4(b) shall be freely assignable by the Company, in whole or in part.

(ii) Exceptions to the Right of First Refusal. The Right of First Refusal shall not apply to Transfers described in Section 4(a)(ii).

(iii) Termination of the Right of First Refusal. The Right of First Refusal shall expire upon the first to occur of (and shall not be applicable to): (A) a Liquidation Event and (B) the Initial Public Offering.

(c) Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(i) make and keep public information regarding the Company available as those terms are understood and defined in Rule 144, at all times from and after ninety (90) days following the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(iii) so long as any Investor owns any Securities, furnish to such Investor upon written request therefor a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such Investor may reasonably request in availing itself of any rule or regulation of the Commission allowing such Investor to sell any such Securities without registration.

(d) Market Stand-Off Agreement. Each Investor hereby agrees that such Investor shall not Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any shares of

capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially held by such Investor (collectively, the "**Holder Shares**") (other than those included in the registration described below) during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions), provided that: all officers and directors of the Company and holders of at least five percent (5%) of the Company's voting securities are bound by and have entered into similar agreements. The obligations described in this Section 4(d) shall not apply to a registration relating solely to employee benefit plans on Form S-l or Form S-8 under the Securities Act or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 under the Securities Act or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the securities of the Company subject to the foregoing restrictions until the end of such one hundred eighty (180) day (or other) period. Each Investor agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 4(d).

(e) Drag-Along Right.

(i) Drag Along Right. In the event that the Board and the holders of a majority of the shares of voting capital stock of the Company (voting together on an as-converted to Common Stock basis), approve a Liquidation Event or Qualified Equity Financing, then each Investor hereby agrees to vote (in person, by proxy or by action by written consent, as applicable) all of such Investor's Holder Shares in favor of, and adopt, such Liquidation Event or Qualified Equity Financing and to execute and deliver all related documentation and take such other action in support of the Liquidation Event or Qualified Equity Financing as shall reasonably be requested by the Company in order to carry out the terms and provision of this Section 4(e), including, in the case of a Liquidation Event, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates (if any) duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents. The obligation of any Investor to take the actions required by this Section 4(e) shall not apply to a Liquidation Event where the acquirer involved in such Liquidation Event is an affiliate or stockholder of the Company holding more than ten percent (10%) of the voting power of the Company.

(ii) Exceptions to Drag-Along Right. Notwithstanding the foregoing, no Investor will be required to comply with Section 4(e)(i) in connection with any proposed Liquidation Event (the "**Proposed Sale**") unless:

(A) such Proposed Sale would result in proceeds to the holders of Shares equal to at least three (3) times the Flash CF Preferred Original Issue Price (calculated on a per Share basis) or the Proposed Sale is otherwise approved by the holders of a majority of the then outstanding Shares (voting together as a single class on an as-converted to Common Stock basis);

(B) any representations and warranties to be made by such Investor in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to the Holder Shares of such Investor, including, without limitation, representations and warranties that (I) such Investor holds all right, title and interest in and to the Holder Shares such Investor purports to hold, free and clear of all liens and encumbrances, (II) the obligations of such Investor in connection with the Proposed Sale have been duly authorized, if applicable, (III) the documents to be entered into by such Investor have been duly executed by such Investor and delivered to the acquirer and are enforceable against such Investor in accordance with their respective terms and (IV) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the such Investor's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(C) such Investor shall not be liable for the inaccuracy of any representation or warranty made by any other person or entity in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(D) the liability for indemnification, if any, of such Investor in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its stockholders in connection with such Proposed Sale, is several and not joint with any other person or entity (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and except as required to satisfy the liquidation preferences of the Shares, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Investor in connection with such Proposed Sale;

(E) liability shall be limited to such Investor's applicable share (determined based on the respective proceeds payable to each Investor in connection with such Proposed Sale in accordance with the provisions of the Stockholder Agreement) of a negotiated aggregate indemnification amount that applies equally to all Investors but that in no event exceeds the amount of consideration otherwise payable to such Investor in connection with such Proposed Sale, except with respect to claims related to fraud by such Investor, the liability for which need not be limited as to such Investor; and

(F) upon the consummation of the Proposed Sale, (I) each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (II) each FlashSeed Investor will receive the same amount of consideration per share of FlashSeed Preferred as is received by other FlashSeed Investors in respect of their shares of FlashSeed Preferred, (III) each Flash CF Investor will receive the same amount of consideration per share of Flash CF Preferred as is received by other Flash CF Investors in respect of their shares of Flash CF Preferred, (IV) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of

their shares of Common Stock, and (V) unless the holders of at least a majority of the Shares (voting as a single class on an as-converted to Common Stock basis) elect to receive a lesser amount, the aggregate consideration receivable by all holders of the preferred stock of the Company and Common Stock shall be allocated among the holders of preferred stock of the Company and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of preferred stock of the Company and the holders of Common Stock are entitled in a deemed liquidation, dissolution or winding up of the Company in accordance with the Stockholder Agreement in effect immediately prior to the Proposed Sale.

5. Remedies.

(a) Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the Investors enjoy the benefits of this Agreement.

(b) Irrevocable Proxy and Power of Attorney. Each Investor hereby constitutes and appoints as the proxy of such Investor and hereby grants a power of attorney to the President of the Company with full power of substitution, with respect to the matters set forth herein, including, without limitation, Sections 4(e) and 6(m), and hereby authorizes the President of the Company to represent and vote, if and only if such Investor (i) fails to vote 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 such Investor's Holder Shares in favor of the matters set forth herein, including, without limitation, Sections 4(e) and 6(m), or to take any action necessary to effect the matters set forth in this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the Investors in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates pursuant to Section 6(l). Each Investor hereby revokes any and all previous proxies or powers of attorney with respect to the Holder Shares and shall not hereafter, unless and until this Agreement terminates pursuant to Section 6(l), purport to grant any other proxy or power of attorney with respect to any of the Holder Shares, deposit any of the Holder 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 Holder Shares, in each case, with respect to any of the matters set forth herein.

(c) Specific Enforcement. Each party hereto acknowledges and agrees that each other party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the applicable parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Investors 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.

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

6. Miscellaneous.

(a) Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by (i) the Company, (ii) the FlashSeed Investors (if any) holding a majority of the Common Stock issued or issuable upon conversion of the shares of FlashSeed Preferred issued pursuant to the Purchase Agreements (excluding any of such shares that have been sold to the public or pursuant to Rule 144), and (iii) the Flash CF Investors (if any) holding a majority of the Common Stock issued or issuable upon conversion of the shares of Flash CF Preferred issued pursuant to the Purchase Agreements (excluding any of such shares that have been sold to the public or pursuant to Rule 144) (the Investors referenced in clauses (ii) and (iii) of this Section 6(a), collectively, the "**Majority Holders**"); *provided, however*, (1) that persons or entities acquiring shares of FlashSeed Preferred after the Initial Closing (as defined in the FlashSeed Purchase Agreements) may become parties to this Agreement, by executing a counterpart of this Agreement without any amendment of this Agreement pursuant to this Section 6(a) or any consent or approval of any other Investor and (2) the consent of the Flash CF Investors shall not be required for any amendment, waiver, discharge or termination if such amendment, waiver, discharge or termination does not apply to the Flash CF Investors. Notwithstanding the foregoing, Sections 2 (except as set forth in Section 2(e)) and 4(a)(ii)(A)(II) may not be amended, waived, discharged or terminated without the written consent of Sutter Securities. Any such amendment, waiver, discharge or termination effected in accordance with this Section 6(a) shall be binding upon each Investor and each future holder of all such securities of Investor. Each Investor acknowledges that by the operation of this Section 6(a), the Majority Holders will have the right and power to diminish or eliminate all rights of such Investor under this Agreement.

(b) Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent via electronic mail (or mailed by registered or certified mail, postage prepaid) addressed:

(i) if to an Investor, at the Investor's electronic mail address (or mailing address) as provided pursuant to the Investor's Purchase Agreement, as may be updated in accordance with the provisions hereof; or

(ii) if to the Company, to Investor Contact Email (or, if by mail, the Company's principal executive offices), Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Investors.

With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Stockholder's Agreement or the Company's Bylaws, each Investor agrees that such notice may be given by electronic mail.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given at the earlier of its receipt or twenty-four (24) hours after the same has been sent by electronic mail (or, if sent by mail, at the earlier of its receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid).

(c) **Governing Law**. This Agreement shall be governed in all respects by the internal laws of the State of Delaware, without regard to the conflict of laws principals of such state.

(d) **Successors and Assigns**. This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company, except that an Investor may assign this Agreement or any of its rights hereunder to any permitted transferee described in Section (4)(a)(ii). Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(e) **Entire Agreement**. This Agreement, including the schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral.

(f) **Delays or Omissions**. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to 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-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.

(g) **Severability**. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(h) **Titles and Subtitles**. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(i) **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

(j) **Electronic Execution and Delivery**. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement, or any written notice provided

under this Agreement, may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

(k) Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including, without limitation, to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(l) Termination. Notwithstanding anything to the contrary herein, this Agreement (excluding any then-existing obligations) shall terminate upon the first to occur of: (i) a Liquidation Event (provided that the provisions of Sections 4(e) and 6(m) will continue after the closing of any Liquidation Event to the extent necessary to enforce the provisions of Sections 4(e) or 6(m) with respect to such Liquidation Event), (ii) the Initial Public Offering, and (iii) the written agreement of the Company, the Majority Holders and Sutter Securities, as applicable, entered into pursuant to, and in accordance with, Section 6(a).

(m) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Investor shall execute and deliver any additional documents and instruments and perform any additional acts that the Company reasonably determines to be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

(n) Third-Party Beneficiary. The parties hereto acknowledge and agree that Sutter Securities is a direct beneficiary with respect to certain provisions of this Agreement and may rely on and enforce each of such provisions as if it were a party hereto. Except as set forth in the preceding sentence, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entities, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

(o) Conflict. In the event of any conflict between the terms of this Agreement and the Stockholder's Agreement or the Company's Bylaws, the terms of the Stockholder's Agreement or the Company's Bylaws, as the case may be, will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the date set forth on the Company's signature page.

INVESTOR:

By:_____

Name:_____

Title (if applicable):_____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the day and year first written below.

COMPANY

By:_____

Name: David B. Johnson

Title: President

Date:

SCHEDULE A

FLASHSEED INVESTORS

SCHEDULE B

FLASH CF INVESTORS