

INSTRUMENTAL SERVICE AGREEMENT

August 8, 2018

THIS SERVICE AGREEMENT (THE “**AGREEMENT**”) IS MADE BY AND BETWEEN INSTRUMENTAL, INC., A DELAWARE CORPORATION (“**INSTRUMENTAL**”), AND THE LEGAL ENTITY (“**CUSTOMER**”) LISTED ON THE APPLICABLE ORDER FORM (AS DEFINED HEREIN). THE BUSINESS TERMS OF CUSTOMER’S ORDER SHALL BE ON AN ORDERING OR PURCHASING DOCUMENT EXECUTED BY THE PARTIES AND REFERENCING THIS AGREEMENT (THE “**ORDER FORM**”). EACH ORDER FORM FORMS AN INTEGRAL PART OF THIS AGREEMENT AND IS INCORPORATED HEREIN BY REFERENCE. THIS AGREEMENT GOVERNS THE USE OF ALL SOFTWARE, HARDWARE AND SERVICE (EACH AS DEFINED BELOW) DESCRIBED IN THE APPLICABLE ORDER FORM. BY ENTERING INTO AN ORDER FORM WITH INSTRUMENTAL, CUSTOMER OR ITS DULY AUTHORIZED REPRESENTATIVE ACCEPTS THIS AGREEMENT AND ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS. IF THE PERSON ACCEPTING THIS AGREEMENT IS AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, SUCH PERSON REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

1. SERVICE AND SUPPORT. Instrumental has developed a service offering that provides customers with manufacturing information relating to their products as identified on an Order Form (the “**Service**”). In order to use the Service, the Customer must install and maintain certain equipment (“**Hardware**”) onsite at Customer’s manufacturing facilities. The Hardware includes embedded software and any updates, upgrades or enhancements to such software that are generally provided by Instrumental

for such Service. Instrumental will provide Customer with technical support with respect to the Service as described at www.instrumental.com/instrumental-inc-support. From time to time, upon the mutual agreement of the parties, Instrumental may provide certain implementation and other consulting services to Customer as described on an Order Form (“**Professional Services**”). Customer acknowledges that the cooperation of Customer, including the timely, complete and accurate provision of the information and data reasonably requested by Instrumental is essential to the performance of the Professional Services, and that Instrumental’s ability to timely complete the Professional Services is dependent on such cooperation.

2. LICENSE AND CERTAIN RESPONSIBILITIES

2.1 LICENSE AND RESTRICTIONS. Subject to the terms of this Agreement, Instrumental grants Customer a non-exclusive license to (a) access and use the Hardware during the applicable Term (as defined in Section 5.1) and (b) access the Service through an internet browser, all solely for Customer’s internal business purposes and solely in accordance with this Agreement and all applicable laws and regulations. The Order Form may include limitations on (a) the number of Stations, (b) or number of Images at each Station (c) Units per Hour and/or (d) the number of users. Customer shall ensure that it does not exceed the limitations set forth in the Order Form. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble, gain unauthorized access to, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms contained within the Service or Hardware; modify, translate, or create derivative works based on the Service or Hardware; use the Service or Hardware, for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels contained in or on the Service or Hardware. For purposes of this Agreement, the following definitions apply: An “**Image**” means a photographic image of a Unit at a Station. A “**Unit**” means a unit of measure for the Customer’s product that are being Inspected (and usually involves a unique serial number). For example: If the

customer is a cell phone company, the Unit at one Station might be the PCB for the cell phone, at the next Station it might be the PCB plus a housing enclosure, and at the last Station the Unit might be the full cell phone. **“Units Per Hour”** or **“UPH”** refers to the throughput or the number of Units that are produced on a line in an hour. An **“Inspection”** is a collection of images taken of the same Unit at the same Station. Example: an Inspection at a Station could be two Images: cell phone top and cell phone bottom or an Inspection at a Station could be one Image: PCB Post-Assembly. A **“Station”** is a singular piece of Hardware and usually includes a camera unit, a physical light box, and a computation unit.

2.2 Treatment of Hardware. Customer shall maintain the Hardware in good operating condition in accordance with the maintenance documentation provided by Instrumental from time to time (which includes such maintenance as general cleaning of the Hardware). Instrumental is not responsible for any degradation of the Service caused by a failure to maintain the Hardware as described, that may result in a failure to properly provide the Service. All Hardware furnished by Instrumental to Customer is and will at all times remain the property of Instrumental. Customer shall reimburse Instrumental for any loss, theft or damage to the Hardware that occurs when the Hardware is in Customer’s possession, other than ordinary wear and tear. Instrumental may inspect and service the Hardware during business hours and upon reasonable notification to Customer and Customer will provide access to the applicable facility as necessary for Instrumental to inspect and service the Hardware. Instrumental is not responsible for any degradation of the Service due to an inability to access the Hardware for inspection and service.

2.3 Other Equipment and Facility Consents. Unless otherwise stated in an Order Form, Customer shall obtain and maintain (a) any equipment (other than the Hardware) and ancillary services needed to connect to, access or otherwise use the Service, including the resources outlined below and any modems, hardware, servers, software, operating systems, networking and the like (collectively, **“Other Equipment”**), and (b)

any consents or other permissions required from the owners, occupants or users of any manufacturing facilities or other facilities at which Hardware will be located to install and use the Hardware at such facilities, to have Instrumental personnel enter and work at such facilities in connection with the Service, and to collect data and other information from the equipment and networks located at such facilities in connection with the Service. Instrumental shall have no obligations or liability with respect to the Other Equipment or any failures or other events caused by any Other Equipment. Customer must provide the resources set forth at <https://www.instrumental.com/documentation?pwd=20150522>.

3. CONFIDENTIALITY AND PROPRIETARY RIGHTS

3.1 Confidentiality. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose non-public business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). For the avoidance of doubt, Proprietary Information of Instrumental includes information regarding features, functionality, roadmap, and performance of the Service; and Proprietary Information of Customer includes the Raw Data and the Likeness Data. The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information from any unauthorized disclosure, and (b) not to use any such Proprietary Information except as necessary for the Receiving Party to fulfill its obligations under this Agreement. The Disclosing Party agrees that the foregoing shall not apply to any information the Receiving Party can document (i) is or becomes generally available to the public through no fault of the Receiving Party, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was disclosed to the Receiving Party by a third party without any obligation of confidentiality, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party, or (v) is required to be disclosed by law, provided that with respect to subsection (v) that the Receiving Party notifies the Disclosing Party of such required disclosure (if permitted by law) and

uses reasonable efforts to limit such disclosure and that the Confidential Information disclosed pursuant to subsection (v) shall otherwise remain Confidential Information and subject to the non-use and non-disclosure terms of this Agreement.

3.2 Raw Data. During the Term, Customer will provide (and the Hardware will collect) raw photographic data and submit it to the Service (“**Raw Data**”). Customer shall own, and Instrumental hereby assigns to Customer, all rights in and to the Raw Data provided by Customer in connection with the Service. Customer grants Instrumental a non-exclusive license to use, copy, display and create Delivered Data, Correlations and Likeness Data from the Raw Data solely for the purpose of providing the Service. “**Likeness Data**” means any data that would allow a person to identify the Customer or its products.

3.3 Correlation Data. The Service processes the Raw Data and uses highly proprietary algorithms to create certain correlations, derivations and measurements that are incorporated into the Service (“**Correlations**”). The Correlations are proprietary and confidential to Instrumental and do not contain any Raw Data. Instrumental shall own all rights in and to (a) the Service, the Hardware and all improvements, enhancements or modifications thereto and (b) the Correlations.

3.4 Delivered Data. During the Term, Customer will have access to certain results, reports and other information relating to Customer’s products and manufacturing processes that are generated by the Service (“**Delivered Data**”). Instrumental grants Customer a nonexclusive, perpetual license to use the Delivered Data for Customer’s internal use.

3.5 Usage Data. As it operates the Service, Instrumental collects data pertaining to users’ interaction with the Service, response rates, performance of the Service and other measures of the Service operation (“**Usage Data**”). Usage Data that is not anonymized may only be used by Instrumental internally to improve its Services and shall be considered the Proprietary Information of Customer. However, if such Usage

Data is anonymized and no information identifying the Customer, its products, or its employees is revealed, Instrumental is free to use such anonymized Usage Data in any manner. Instrumental will retain all right in and to the anonymized Usage Data.

3.6 Feedback. From time to time, Customer may provide Instrumental with suggestions, ideas, enhancement requests, feedback, or recommendations related solely to the Service (“**Feedback**”). Instrumental may use such Feedback to develop and improve the Services. To the maximum extent permitted by law, Customer grants Instrumental a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use and exploit any such feedback without any obligation or compensation to Customer, provided Instrumental’s use of such information does not identify Customer as the source of the Feedback.

4. PAYMENT OF FEES. Customer will pay Instrumental the fees described in the Order Form for the Service or any Professional Services in accordance with any terms set forth therein (the “*Fees*”). Unless otherwise specified in an Order Form, Customer shall pay all invoices submitted by Instrumental within thirty (30) days of the date of such invoice. Additional services will be set forth on an Order Form specifying the additional services to be provided and the fees therefor. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Instrumental may suspend or terminate some or all of the Service if Customer fails to pay an overdue invoice within 30 days after the due date stated on such invoice, provided that Instrumental has provided at least one written notice of delinquency to Customer. Customer shall be responsible for all bank fees, foreign exchange fees, sales, use and other taxes associated with the Service other than U.S. taxes based on Instrumental’s net income. If Customer believes that Instrumental has invoiced Customer incorrectly, Customer must contact Instrumental no later than 30 days after the date on the applicable invoice to receive an adjustment or credit, provided that Customer pays the undisputed portion of the invoice by the invoice due date. If Instrumental reasonably determines that a disputed amount is in fact

due, Customer will pay such amount within fifteen (15) days of Instrumental's notice of its determination.

5. TERM AND TERMINATION

5.1 Term and Renewal. This Agreement shall go into effect on the Service Start Date (as defined in the Order Form) and shall continue until terminated by a party in accordance with its terms. The term of each Order Form shall commence on the Service Start Date specified in such Order Form and continue during the Initial Service Term specified in such Order Form and, unless otherwise specified on such Order Form, shall automatically renew for one (1) year periods (each such term, a "**Term**") until terminated in accordance with the terms of such Order Form or this Agreement or either party gives the other party notice of its intent not to renew at least thirty (30) days before the end of the then-current Term. Instrumental may modify the Fees for any renewal term by providing Customer with at least 60 days' written notice prior to such renewal term. Sections 3, 5.2, 7, 8, 9 and 11 of this Agreement survive termination of the Agreement.

5.2 Termination. Either party may terminate this Agreement by written notice of termination to the other party at any time during which there is no Order Form in effect. Either party may also terminate this Agreement or an individual Order Form by written notice of termination to the other party if the other party materially breaches any of the terms or conditions of this Agreement, including the Order Form, and does not cure such breach within 30 days after receiving written notice of such breach from the non-breaching party; provided, that Instrumental may terminate or suspend this Agreement or any individual Order Form immediately without providing a cure period in the event of nonpayment of an overdue invoice as provided for in Section 4.

5.3 Hardware and Data Return. Upon any termination or expiration of this Agreement or any applicable Order Form, or upon any reduction in Hardware usage that results in Customer not requiring certain Hardware to receive the Service, Customer shall at its

cost and expense (including any export duties and insurance) ship the applicable Hardware to a location designated by Instrumental within 30 days after the effective date of such termination, expiration or reduction. If Customer does not provide proof of shipment of the applicable Hardware within forty-five (45) days after the applicable termination, expiration or reduction of this Agreement and/or an applicable Order Form, Instrumental may invoice Customer for, and Customer shall pay, a fee in an amount equal to twenty-five (25%) of the monthly Fees under the Order Form from the end of such forty-five (45) day period and the date Customer ships the Hardware. Provided, however, that if Customer has not provided proof of shipment within sixty (60) days of the date of termination, Customer shall pay the prorated amount of the monthly Fees under the Order Form for the period between the end of such sixty (60) day period and the date Customer ships the Hardware in accordance with these terms. Provided that there are no outstanding or overdue invoices, then upon any such termination, expiration or reduction Customer may (within fifteen (15) days of the termination) request that Instrumental provide a method for Customer to retrieve Customer's Raw Data and Customer will have fifteen (15) days following such termination or expiration to do so.

6. WARRANTY AND DISCLAIMER. Instrumental warrants that the Service will be provided in a professional and workmanlike manner consistent with industry standards. Customer's sole and exclusive remedy with respect to any breach of the foregoing warranty is for Instrumental to promptly re-perform the applicable Service such that it conforms to the foregoing warranty or at Instrumental's option to refund the amounts paid by Customer for any nonconforming Service. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND INSTRUMENTAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. INSTRUMENTAL DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. FOR THE AVOIDANCE OF DOUBT, INSTRUMENTAL

MAKES NO WARRANTY, GUARANTY, COMMITMENT OR OTHER OBLIGATION RELATED TO THE ACCURACY OR COMPLETENESS OF ANY RESULTS (INCLUDING, WITHOUT LIMITATION, ANY PREDICTIONS OR PREDICTIVE ANALYTICS INCLUDED IN SUCH RESULTS) AND CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE AND RELIANCE ON ANY SUCH RESULTS.

7. INDEMNITY. Instrumental shall defend Customer from claims by third parties alleging that the Service as delivered to Customer infringes any United States patent or any copyright or misappropriate any trade secret, and shall pay any damages finally awarded by a court or agreed to by an officer of Instrumental in a written settlement resulting from such claims; provided (i) Customer promptly notifies Instrumental in writing of any and all such claims and proceedings related thereto, (ii) provides reasonable assistance in connection with the defense of any such claims as requested by Instrumental, (iii) and tenders to the Instrumental sole control over the defense and settlement of any such claims. The foregoing obligations do not apply with respect to portions or components of the Service (a) provided or modified pursuant to Customer specifications, (b) that are modified by any party other than Instrumental, (c) that are combined with other products, processes or materials not provided by Instrumental where the alleged infringement relates to such combination, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's use of the Service is not in accordance with this Agreement, including the Order Form. If, due to a claim of infringement, the Service is held by a court of competent jurisdiction to be or is believed by Instrumental to be infringing, Instrumental may, at its option and expense (x) replace or modify the Service to be non-infringing, (y) obtain for Customer a license to continue using the Service, or (z) if neither of the foregoing is commercially practicable, terminate this Agreement and provide Customer a with a refund of any prepaid fees for the applicable Service that are attributable to periods after the date of such termination. THIS SECTION 7 STATES INSTRUMENTAL'S ENTIRE RESPONSIBILITY AND CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8. LIMITATION OF LIABILITY. NEITHER INSTRUMENTAL NOR ITS LICENSORS OR SUPPLIERS OR THEIR OFFICERS, AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST PROFITS, OR ANY AMOUNTS ARISING FROM INTERRUPTION OR LOSS OF USE, INACCURACY OR LOSS OF DATA, DEFECTS IN CUSTOMER PRODUCTS, CUSTOMER ACTIONS IN RESPONSE TO THE SERVICE, OR COSTS TO PROCURE SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, IN EACH CASE WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, TORT OR OTHER THEORY). THE AGGREGATE LIABILITY OF INSTRUMENTAL AND ITS LICENSORS AND SUPPLIERS AND THEIR OFFICERS, AFFILIATES, CONTRACTORS AND EMPLOYEES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO INSTRUMENTAL IN THE 12 MONTHS PRIOR TO THE INITIAL ACT THAT GAVE RISE TO LIABILITY HEREUNDER. THIS IS AN AGGREGATE LIMIT AND THE EXISTENCE OF ONE OR MORE CLAIMS HEREUNDER SHALL NOT ENLARGE THIS LIMIT.

9. PUBLICITY. Instrumental may identify Customer as a customer of Instrumental on its website and in its other marketing material provided to potential investors, partners and customers. Customer grants Instrumental a license to use Customer's trademarks and logos solely for the purposes set forth in this Section 9. Any such usage will be in compliance with any trademark usage guidelines provided by Customer to Instrumental. Instrumental may identify Customer as a customer of Instrumental in private meetings with investors where the purpose is to seek investment.

10. CUSTOMER COOPERATION. Customer agrees to serve a reference customer for Instrumental, including by providing testimonials, talking to prospective customers at Instrumental's request (no more than 2 times per quarter), and working with Instrumental to prepare a mutually approved case study within 6 months after the applicable Order Form Service Start Date. Any written testimonial provided by Customer in accordance with the Order Form will identify Customer by name.

11. MISCELLANEOUS. If any provision of this Agreement, including any Order Form, is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement, including such Order Form, will otherwise remain in full force and effect and enforceable. Except to an entity that succeeds to all or substantially all the business or assets of a party, neither this Agreement nor any individual Order Form is assignable, transferable or sublicensable by a party. Any assignment by Customer may not result in an increased scope of the license or access rights without the prior written consent of Instrumental. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all other written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, including for clarity any pre-existing NDAs between the parties and any "sign in" or similar agreements presented at either party's facilities. Neither party shall be responsible for any failure to perform its obligations under this agreement that is caused by events beyond such party's reasonable control, including natural disasters, fires, acts of government authorities (including customs personnel), public disturbances, common carrier failures, and similar events. In the event of a conflict between the terms of this Agreement and the terms of an Order Form, the terms of the Order Form shall govern. All amendments, waivers and modifications to this Agreement, including any Order Form, must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Instrumental in any respect whatsoever. All notices under this Agreement or the Order Form will be in

writing and will be deemed to have been received as follows: if personally delivered, upon delivery if sent for next day delivery by recognized overnight delivery service, upon acknowledged receipt; and if sent by certified or registered mail, return receipt requested, upon acknowledged receipt. This Agreement and the Order Form shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Northern District of California or in a state court in Santa Clara, California, and each party irrevocably submits to the jurisdiction and venue of such courts.