

LATENT AI MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Master Agreement”) is made as of _____, 2022, between Latent AI, Inc. a Delaware corporation with engineering offices at 333 Ravenswood Avenue, Building A, Menlo Park, CA 94025-3493 U.S.A. (“Company”) and the (“Licensee”) listed below.

ORDER FORM A-1

Company: Latent AI, Inc.	Contact: Chloe Chan
	Title: COO/CFO
	Phone: 408-888-0671
	Email: chloe@latentai.com

Licensee: AI & Robotic Ventures	Contact:
	Title:
Address:	Phone:
	Email:

Order Information: See Order Form A-1 or subsequent Order Forms for details.

SDK: (# of Licenses) LRE: (# of Licenses)	The products licensed under this Order Form A-1 are comprised of: (1) the Software Development Kit (“ SDK ”) to design and develop neural networks that are optimized and secured and incorporate one or more (2) Latent AI Runtime Engines (each a “ LRE ”) created by Licensee as software functions for inference processing and associated services. Additional details about the SDK and LRE are provided on <u>Exhibit A</u> and <u>Exhibit B</u> of the Master Agreement.
Professional and/or Support Services:	If applicable, see attached SOW #
Branding Requirements and Rights:	[insert if applicable]

SDK Fees Per seat: Annual Support:	\$[insert] per seat. For each seat, 25% of the per seat fee, payable each year in advance.
LRE Fees:	[insert]
License Term:	Start date: End date:
Invoice & Payment:	Licensee agrees to pay all invoiced amounts within sixty (60) days of Company's invoice date per approved Order Form A-1 . Company may suspend or cancel performance of open Order or services if Licensee fails to make payment when due.
Term:	The initial term of this Order Form A-1 shall be one (1) year, subject to early termination as provided herein (the " Initial Term ").

This Master Agreement includes the attached terms and conditions and all Exhibits, and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Any different or additional terms of any related purchase order, confirmation, or similar form even if signed by the parties after the date hereof shall have no force or effect based on this Master Agreement unless this is mutually agreed by the undersigned in a revised agreement.

Licensee:

Latent AI, Inc.:

By: _____

By: _____

Name & Title: _____

Name & Title: Chloe Chan, COO/CFO

Date: _____

Date: _____

TERMS AND CONDITIONS

1. Order Forms; Grant of License

1.1. An “Order Form” is a document that (i) is mutually executed by authorized representatives of both parties, and (ii) references this Master Agreement. The initial Order Form A-1 is included hereto above, and each subsequent executed Order Forms may be attached hereto as sequentially numbered Order Forms (e.g., Order Form A-2, Order Form A-3, etc.). Upon mutual execution, each Order Form will be incorporated into and form a part of the Agreement.

1.2. In accordance with the licenses specified on each Order Form, subject to Licensee’s compliance with the terms and conditions of this Master Agreement (including any limitations and restrictions set forth on the applicable Order Form), Company grants Licensee a non-sublicensable, non-transferable, non-exclusive right to (i) use the SDK but only in accordance with the related user documentation provided by Company and any terms and procedures Company may provide from time to time, solely within Licensee’s internal development team to create and develop LREs utilizing at least one of the LRE Service Modules, as more specifically described in Exhibit B, and (ii) to reproduce, distribute and deploy LREs, but only as and when integrated with products integrated and sold by Licensee. Any other use of the SDK or any LRE shall be subject to Company’s prior written approval given in its sole and absolute discretion. Licensee shall maintain all proprietary notices that appear on any component of the SDK or LRE, and related documentation, and on any copy and any media.

1.3. SDK Reservations. The servers (and related or peripheral equipment and software) on which the SDK is to be installed must be owned or controlled by Licensee (and shall be referred to as “**Equipment**”). Licensee shall not otherwise use or transfer any such Equipment until all SDKs has been permanently removed. Upon any termination or expiration of this Master Agreement, Licensee shall permit Company to access the Equipment to remove or confirm destruction of all Company property, including but not limited to the SDK.

1.4. Upgrades. If Company provides any upgrade, patch, enhancement or other version of the SDK or any LRE Service Modules, it shall be deemed part of the SDK or such LRE (as applicable), and subject to this Master Agreement.

2. Restrictions. Licensee shall not (and shall not permit any third party to) directly or indirectly (i) decompile, reverse engineer, disassemble or attempt to discover any source code or underlying ideas or algorithms of any part of the SDK or any LRE (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) except as expressly provided herein, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the SDK or any LRE (or any related data), (iii) use the SDK or any LRE to build an application programming interface, application or product that is competitive with any Company product or service; (iv) copy the SDK, except to make one copy in machine readable, object code form solely for non-production archival and backup purposes; (v) modify the SDK; (vi) use the SDK, or use, reproduce or distribute any LRE in violation of any applicable laws or regulations, including but not limited to, laws regarding personal data, privacy, intellectual property, trade secrets, and export controls; or (vii) use the SDK or any LRE, or allow the transfer, transmission, export, or re-export of any portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency. As defined in FAR section

2.101, the SDK and LRE and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government (or any foreign government) shall be governed solely by the terms of this Master Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Master Agreement.

3. Additional Services. The parties may agree to have Company perform certain additional services for Licensee (e.g., development, training, or other services in connection with the SDK or LRE, etc.) (“**Additional Services**”), by describing such Additional Services and any fees therefor on an Order Form, and if applicable, on a separate, mutually-executed Statement of Work which references this Master Agreement (each, an “**SOW**”, which upon mutual execution, will be incorporated into and form a part of the Master Agreement). Upon payment of any applicable fees set forth in each Order Form and SOW (which shall be paid in accordance with Section 4), Company agrees to use reasonable commercial efforts to provide the Additional Services described therein for the term specified therein (if any). If Company provides Additional Services beyond those agreed in an Order Form or SOW (including, without limitation, in excess of any hours estimate set forth therein), Licensee will pay Company at its then-current hourly rates for consultation.

4. Fees and Payment. Licensee shall pay Company the fees set forth on each Order Form (the “**Fees**”). Unless otherwise specified on the applicable Order Form, all Fees shall be invoiced monthly and all invoices issued under this Master Agreement shall be paid in U.S. dollars within thirty (30) days after date of invoice. Any payments more than thirty (30) days past due shall bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. In addition, Licensee shall pay all taxes, shipping, duties, withholdings and other like costs associated with the SDK and each LRE (excluding taxes based on Company’s net income). All Fees paid are non-refundable and are not subject to set-off. Licensee shall prepare and maintain, and shall cause any party deploying any LRE to prepare and maintain, complete and accurate books and records relating to (1) any use or exploitation of the SDK, (2) any use and distribution of each LRE, and (3) compliance with this Master Agreement, and Company shall be entitled to audit and/or inspect and make copies of any and all such books and records. Company may audit or inspect such books records on reasonable notice at Company’s cost (or if the audits or inspection reveal material non-compliance with this Master Agreement or any underpayment in excess of 5% of the amount due for a period that is the subject of such audit or inspection, at Licensee’s cost).

5. Termination.

5.1. This Master Agreement shall commence upon the execution of Order Form A-1 and shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the “Order Form Term” shall begin as of the date of execution of such Order Form, and unless earlier terminated as set forth herein, (a) shall continue for the Initial Term specified on such Order Form, and (b) following the Initial Term, shall renew for additional successive periods of one year (each, a “**Renewal Term**”), unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current Order Form term. In the event

of a material breach of this Master Agreement or an individual Order Form by either party, the non-breaching party may terminate this Master Agreement or the applicable Order Form by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Termination of this Master Agreement shall terminate all outstanding Order Forms.

5.2. Upon termination of this Master Agreement for any reason, (i) the licenses granted to Licensee hereunder shall terminate; and Licensee shall cease all use of the SDK and any LREs in its possession or under its control, (ii) Licensee shall return or destroy all copies of the SDK and such LREs (and all records, materials and information developed therefrom) and permanently erase the SDK and all LREs from all storage media; (iii) all obligations that accrued prior to the effective date of termination and any remedy for breach of this Master Agreement shall survive any termination; and (iv) the provisions of Sections 2 (Restrictions), 4 (Fees and Payment), 6.2 (Disclaimer), 7 (Limitation of Liability), Sections 8 (Confidentiality; Proprietary Rights), 9 (Indemnification), 10 (Miscellaneous) and this Section 5.2 shall also survive any termination.

6. Limited Warranty; Disclaimer.

6.1. Company warrants only to Licensee for a period of thirty (30) days from the Effective Date that the SDK shall materially conform to Company's then current applicable user documentation. This warranty covers only problems reported to Company during the warranty period. ANY LIABILITY OF COMPANY AND ITS LICENSORS WITH RESPECT TO THE SDK AND LRE AND ADDITIONAL SERVICES OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO, AT COMPANY'S OPTION, REPAIR OR REPLACEMENT OR, IF, IN COMPANY'S OPINION, REPAIR OR REPLACEMENT IS IMPRACTICAL, TO REFUND OF ANY PREPAID, UNUSED PORTION OF FEE RECEIVED BY COMPANY FOR SUCH ITEM.

6.2. EXCEPT FOR THE FOREGOING, THE SDK AND ALL RELATED SERVICES AND ANY OTHER SUBJECT MATTER OF THIS MASTER AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND COMPANY, FOR ITSELF AND ITS LICENSORS, HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT RESULTS OR USE OF THE SDK AND LRE IS BUG FREE OR THAT ITS USE SHALL BE UNINTERRUPTED.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS MASTER AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR A BREACH OF SECTION 1, 2, 5, 8 OR 9, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS MASTER AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID OR PAYABLE TO COMPANY HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE CAUSE OF ACTION; OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY

INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

8. Confidentiality; Proprietary Rights

8.1. Any technical, financial, business or other information provided by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) and designated as, or that should be reasonably understood to be, confidential or proprietary shall be deemed the “**Confidential Information**” of the Disclosing Party. For clarity, the SDK and LRE Service Modules and related documentation and information shall be deemed the Confidential Information of Company. The Receiving Party shall hold the Disclosing Party’s Confidential Information in confidence, shall not disclose it to any third party, and shall not use such Confidential Information except as specified hereunder. This obligation shall not apply to information that (i) is generally and freely available to the public through no fault of the Receiving Party, (ii) the Receiving Party otherwise rightfully obtains from third parties without restriction, or (iii) is independently developed by employees of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding.

8.2. Licensee shall own and retain all right, title and interest in and to all Confidential Information of Licensee, and all intellectual property rights related thereto. Company shall own and retain all right, title and interest in and to (a) all Confidential Information of Company, including all aspects and elements of the SDK and LRE Service Modules, and all improvements, enhancements or modifications thereto, and (b) all intellectual property rights related to any of the foregoing.

8.3. Licensee may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the SDK and LRE Service Modules (“**Feedback**”), and hereby grants Company an irrevocable, perpetual, worldwide, sublicenseable, transferrable, fully paid-up, royalty free right and license to use, distribute and otherwise exploit all Feedback for any purpose. Feedback shall be deemed the Confidential Information of Company.

8.4. Notwithstanding anything to the contrary, Company shall have the right to collect, analyze and derive data and other information relating to the provision, use and performance of various aspects of the SDK and any LRE and related systems and technologies (including, without limitation, information derived therefrom), and Company shall be free (during and after the term hereof) to (i) use such information and data to improve and enhance the SDK or any LRE Service Module and for other development, diagnostic and corrective purposes in connection with the SDK or any LRE Service Modules and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

9. Indemnification.

9.1. Company shall defend, indemnify, and hold harmless Licensee and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses (including reasonable attorneys' fees and costs) ("**Losses**"), that arise from or relate to a third-party claim ("**Claim**") alleging that use of the SDK as expressly authorized hereunder, infringes any intellectual property or other right of such third party. Company's obligation to indemnify under this Section shall not apply to the extent that the Claim arises from or relates to (1) use of the SDK in a manner that is not expressly authorized under this Master Agreement, (2) modifications to the SDK made by anyone other than Company; (3) the combination of the SDK with hardware or software not made by Company; (4) continued use of the SDK or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (5) any version of the SDK that is no longer supported by Company. Licensee shall defend, indemnify, and hold harmless Company and its employees, contractors, directors, suppliers and representatives from all Losses arising from or relating to any Claim excluded under this Section or any otherwise arising from use of the SDK or any LRE.

9.2. Each party's indemnification obligations (the "**indemnifying party**") hereunder are conditioned upon the party seeking indemnification (the "**indemnified party**") providing the indemnifying party with (i) prompt notice of the Claim, (ii) sole control over the defense and settlement of such Claim, and (iii) at the indemnified party's request and expense, reasonable cooperation in the defense and settlement of such Claim.

10. Miscellaneous. Neither the Master Agreement nor the licenses granted hereunder are assignable or transferable by Licensee without the prior written consent of Company (not to be unreasonably withheld); any attempt to do so shall be void. Company may assign or transfer this Master Agreement to any successor to all or substantially all of its stock, assets or business. Any notice, report, approval or consent required or permitted hereunder shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Master Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Master Agreement shall otherwise remain in full force and effect and enforceable. This Master Agreement shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of law's provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any waivers or amendments shall be effective only if made in writing. This Master Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Master Agreement. The prevailing party in any action to enforce this Master Agreement shall be entitled to recover its attorney's fees and costs in connection with such action. The parties agree that money damages may not be a sufficient remedy for any breach of the confidentiality obligations set forth hereunder and each party may be entitled to seek, in addition to money damages, specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Licensee hereby consents to inclusion of Licensee's name on Company's website or in other documents used in connection with Company's marketing efforts.

EXHIBIT A

SDK License Details

Initial

The Latent AI Efficient Inference Platform (“**LEIP**”) is a modular, fully-integrated workflow designed to harmonize the end-to-end workspace between AI scientists and embedded software engineers. The LEIP SDK enables developers to train, quantize and deploy efficient deep neural networks. Its modular architecture enables the platform to be expanded to incorporate new functionality to meet the current and future needs of an evolving edge AI market.

The SDK includes the following service modules:

- **LEIP Optimize** - A model optimizer that applies post-quantization algorithms to a model and produces a binary representation of a target specified by the user. The binary is a shared object file that is loaded into a small runtime for its execution.
- **LEIP Compress** - A quantization optimizer that enables compression experiments to be easily run on trained neural networks to optimize the trade-off between neural network size reduction and accuracy in inference performance. LEIP Compress supports a set of advanced quantization algorithms for compressing neural networks and provides a command line interface (“**CLF**”) generally familiar to AI scientists and software developers.
- **LEIP Compile** - An automated compiler framework that optimizes neural network performance for hardware processor targets. Unlike traditional compilers, LEIP Compile, as integrated with LEIP Compress, approaches the compilation process from a machine learning approach. This enables LEIP Compile to deliver additional levels of performance optimizations while providing the ability to compile instruction sets to support a range of hardware processor targets.
- **LEIP Zoo** - A collection of pre-trained models, for a range of applications from audio to computer vision, optimized using the SDK.
- **LEIP Recipes** - A set of preconfigured components that enables the developer to train, compile, compress, and package models for optimized deployment. Recipes support the Bring Your Own Data (“**BYOD**”) approach that let users set their own data as a Recipe component to train models for a specific application.
- **LEIP Dashboard** - Provides a web application that will analyze and graph metrics for all LEIP experiments. The Enterprise application must be installed on premises or in the cloud and then be connected to the SDK container.
- **LEIP Design** - Provides a modular framework for training models using LEIP Recipes.
- **LEIP Evaluate** - Provides support for test and validation of models throughout the workflow, including common functions for pre-and-post processing.
- **LEIP Package** - Provides support to integrate software services to the compiled runtime to form the LRE.

EXHIBIT B

LRE License Details

Initial

LEIP is a modular, fully-integrated workflow designed to harmonize the end-to-end workspace between AI scientists and embedded software engineers. The LRE is comprised of software functions for inference processing and associated services.

LRE Service Modules:

Each LRE created and/or deployed or distributed must include at least one of the following service modules (the “***LRE Service Modules***”):

- **LRE Operate** – Includes operational functions such as loading and unloading of values (set input and get outputs) from memory, user defined functions for pre and post processing (e.g. input resize / scaling), and running the model inference.
- **LRE Orchestrate** – Includes operational functions among multiple runtimes such as receiving inputs from a remote location, sending output to a remote location, continual learning functions, including setting and getting thresholds on confidence scores, to determine if the input data needs to be saved for later training, and locations in memory to store the input data.
- **LRE Secure** – Includes functions to validate model authenticity and authorization, checking the integrity of the model, decryption and authentication of a watermark in the model, and validate authorization to enable the operation of the LRE.
- **LRE Interact** – Includes functions where model information can be gathered: collection of the LRE health and other metadata related to the model, collection of performance metrics (e.g., statistics related to memory, latency, accuracy), and other diagnostics information related to debugging and profiling of the LRE operation.
- **LRE Diagnose** – Includes functions for the control handler during error conditions, including pointers to interrupt handlers and error/timeout codes for the application software to diagnose error conditions.

EXHIBIT C

Support and Maintenance

Initial

1. **Orders.** “Order” means the accepted order form including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, software specifications, standard or negotiated service descriptions, and statements of work (SOWs) and may be available to Licensee as part of the Support and Maintenance. Additional details about the SDK and LRE are provided on Exhibit A and Exhibit B of this Master Agreement.
2. **Support Services.** Company’s support services will be as follows:
 - Initial kick-off for License installation and training as per agreed upon schedule.
 - Licensee may request weekly meeting for the first month as needed.
 - Company understands Licensee may require support within reasonable commercial standard:
 - Error Resolution, Patches, Fixes, Workarounds
 - Software Diagnostics, Remote Analysis
 - Upgrades to update your exiting software modules cover by the Order
 - Company’s ability to delivery services will depend on Licensee’s reasonable and timely cooperation and the accuracy and completeness of any information from Licensee needed to deliver the service.

Error Resolution Response

Our engineering personnel will respond to reported troubles under the following guidelines:

Trouble Priorities

Priority 1

A fatal error that has no work around. Generally, these errors will not allow a user to complete a required function.

Priority 2

An error that prevents a function from being completed as normally processed, but has a work around that allows the user to complete the task at hand.

Priority 3

An error that does not stop a user from completing a task, but does not work as would be expected.

Responses Per Priority

Once an error’s priority has been established and the relevant information has been collected, Company will respond within the following guidelines:

Priority 1

During regular business hours, a callback to the Licensee will be within 30 minutes of the initial call. Company will work full time until an interim workaround or a permanent resolution is provided.

Priority 2

A resolution will be provided within 5 working days. The resolution could be a work around, or some other interim measure, if that interim measure is considered acceptable.

Priority 3

A resolution will be provided in a future release of the product.

Although Company plans to resolve all problems in less time than the goals, some troubles will simply take longer than the guidelines due to their complexity. Company will make its best effort to provide trouble resolution within these response time goals.

In cases where there is a problem that is outside of the Company's control, for example, a problem with the operating system, database software, or any other part of the system that is not part of the Company's SDK or LRE offerings, Company will not be held liable or responsible for the problem.

3. **Eligibility.** Company's service, support and warranty commitments do not cover claims resulting from the following:
 - a. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - b. Modifications or improper system maintenance or calibration not performed by Company or authorized by Company;
 - c. failure or functional limitations of any non-Company software or product impacting systems receiving Company support or service;
 - d. malware (e.g., virus, worm, etc.) not introduced by Company; or
 - e. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Licensee, or other causes beyond Company's control.
4. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables may require a change order signed by both parties as mutually agreed.
5. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Licensee agrees to provide prompt notice of any such service concerns and Company will re-perform any service that fails to meet this standard.

ORDER FORM A-[2][3]...

This Order Form A-2, dated _____, 20__, is entered into between Latent AI, Inc. (“**Company**”) and the Licensee listed below (“**Licensee**”), pursuant to that certain Master Services Agreement (the “**Master Agreement**”), dated [INSERT DATE OF MASTER AGREEMENT], between Company and Licensee. This Order Form will be incorporated into and form a part of the Master Agreement as Exhibit A-2.

Company: Latent AI, Inc.	Contact: Chloe Chan
	Title: COO/CFO
	Phone: 408-888-0671
	Email: chloe@latentai.com

Licensee:	Contact:
	Title:
Address:	Phone:
	Email:

Order Information

SDK: (# of Licenses) LRE: (# of Licenses)	The products licensed under this Agreement are comprised of: (1) the Software Development Kit (“SDK”) to design and develop neural networks that are optimized and secured and incorporate one or more (2) Latent AI Runtime Engines (each a “LRE”) created by Licensee as software functions for inference processing and associated services. Additional details about the SDK and LRE are provided on <u>Exhibit A</u> and <u>Exhibit B</u> of the Master Agreement.
Professional and/or Support Services:	If applicable, see attached SOW #
Branding Requirements and Rights:	[insert if applicable]
SDK Fees	

Per seat: Annual Support:	\$[insert] per seat. For each seat, 25% of the per seat fee, payable each year in advance.
LRE Fees:	[insert]
Fees:	[insert licensee fee and royalty payment/revenue share structure, as applicable]
Term:	The initial term of this Order Form A-2 shall be one (1) year, subject to early termination as provided herein (the “ Order Form Initial Term ”).

Licensee:

Latent AI, Inc.:

By: _____

By: _____

Name & Title: _____

Name & Title: Chloe Chan, COO/CFO

Date: _____

Date: _____