

LATENT AI EFFICIENT INFERENCE PLATFORM (LEIP) LICENSE AGREEMENT (FEDERAL LICENSEES – RESELLER)

This LEIP Agreement (the “Agreement”) is made as of _____, 202_, 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 customer listed below or as set forth in the prime contract between the prime contractor (“Reseller”) and the Government customer (“Licensee”).

Company: Latent AI, Inc.	Contact: Scott Ostrowski
	Title: VP Federal
	Phone: 443-949-6059
	Email: scott.ostrowski@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>.
Branding Requirements and Rights:	<i>[insert if applicable]</i>
SDK Fees Per seat: Annual Support	\$ <i>[insert]</i> per seat. For each seat, 25% of the per seat fee, payable each year in advance.

LRE Fees:	[insert]
Professional and/or Support Services:	Professional services and/or support, if applicable see attached SOW # _____
Term:	The initial term of this Agreement shall be one (1) year, or as set forth in the order from the Licensee to the Reseller, subject to early termination as provided herein (the “ <i>Initial Term</i> ”). The Initial Term commences on the date set forth in the order from the Licensee to the Reseller (“the Effective Date”).

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

This Agreement is the entire agreement between Licensee and LatentAI and supersedes any other communication with respect to the subject matter of this License Agreement. Any changes to this Agreement must be agreed to, in writing, by LatentAI to have effect. LatentAI is not a party to the prime contract and nothing in this Agreement modifies any terms and conditions between the Licensee and the prime contractor under which the LatentAI products were acquired.

No separate Licensee signature is required if this Agreement is identified as an attachment to, and incorporated into, the Federal prime contract.

Licensee:

Latent AI, Inc.:

By: _____

By: _____

Name & Title: _____

Name & Title: Scott Ostrowski, VP
Federal

Date: _____

Date: _____

TERMS AND CONDITIONS

1. Grant of LEIP License

1.1. Subject to the terms of this Agreement, 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 such 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.

1.2. 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 Agreement, Licensee shall permit Company or the Reseller to access the Equipment to remove or confirm destruction of all Company property, including but not limited to the SDK.

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 Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

3. Professional Services and/or Support. 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 Agreement. If Licensee requires or requests any additional services or if any services are specified on the Order Form, Company shall use

commercially reasonable efforts to perform such professional services and/or support services, provided that the parties first agree on the terms and conditions, including the additional fees and schedule.

4. Fees and Payment. Pricing and payment terms are between Licensee and Reseller. All fees paid are non-refundable and are not subject to set-off by Company. 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 Agreement, and Company or Reseller 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 upon reasonable notice. If, during the term of this Agreement, Licensee's usage exceeds the amount set forth on the Order, and unless otherwise agreed between the parties, Company or the Reseller will invoice Licensee for the additional quantity used.

5. Termination.

5.1. This Agreement shall commence upon the Effective Date, and unless earlier terminated as set forth herein, shall continue for the Initial Term. Unless otherwise specified on an Order, if the quantity and scope of licenses ordered is unchanged, the term for the licenses granted hereunder may be extended for an additional one-year renewal term at the then-current annual commercial price, unless other pricing has been established in the prime contract for renewals. The renewal will be effected by executing a written Order for the renewal term. Such renewal Order must be executed at least sixty (60) days in advance of expiration of the current Order. Company may accept renewal Orders with less than sixty (60) days' advance notice in its sole discretion. Mutual written agreement of the parties shall be required for any renewal.

5.2. Upon termination of this 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 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 of the Initial Term 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 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. **Disclaimer.** EXCEPT FOR THE FOREGOING, THE SDK AND ALL RELATED SERVICES AND ANY OTHER SUBJECT MATTER OF THIS 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 AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR A BREACH OF SECTION 1.2 (SDK Reservations), 2 (Restriction), 5 (Termination), 6.2 (Disclaimer), 8 (Confidentiality; Proprietary Rights). OR 9 (Indemnification), NEITHER PARTY SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS 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, sublicensable, 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 data and information 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 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.

9.2. Company’s indemnification obligations hereunder are conditioned upon the party seeking indemnification (the “**indemnified party**”) providing Company 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. The foregoing right of Company to defend Licensee is subject to authorization by law under 28 USC §516.

10. Miscellaneous. Neither the 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 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 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 Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be construed pursuant to the laws of the United States 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. A direct cause of action against the United States for patent or copyright infringement by, or on behalf of, the United States may arise under 28 U.S.C. § 1498. Licensee hereby consents to inclusion of Licensee's name and a description of the project in response to solicitations and as part of past performance submissions. Licensee will not express or imply any endorsement by the Licensee in such submissions.

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.