

INTELLECTUAL PROPERTY Licensing Agreement

PATENT • SOFTWARE • TRADE SECRETS • KNOW-HOW

Agreement No. NTI-2025-IPL-0047 • Execution Date: September 12, 2025

Licensor

Nexa Technologies, Inc.

a Delaware corporation

📍 1450 Innovation Drive, Suite 800
San Francisco, CA 94107, USA

✉ legal@nexatech.io

📞 +1 (415) 882-4400

✍ Authorized signatory: **Elaine Hartwell**
Chief Legal Officer

Licensee

Synapse Dynamics GmbH

a German limited liability company

📍 Hauptstraße 24, 3rd Floor
10117 Berlin, Germany

✉ contracts@synapsedyn.de

📞 +49 30 2095 7730

✍ Authorized signatory: **Marcus Voigt**
Chief Executive Officer

RECITALS. Nexa Technologies, Inc. owns certain patents, software, and proprietary know-how relating to adaptive neural inference acceleration (“**Licensed IP**”). Synapse Dynamics GmbH wishes to obtain a license to commercialize the Licensed IP within the Territory. The parties therefore agree as follows.

1. Definitions

For purposes of this Agreement the following terms have the meanings set out below:

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “**control**” means beneficial ownership of more than fifty percent (**50%**) of the voting securities.

1.2 “Effective Date” means September 12, 2025.

1.3 “Licensed IP” means, collectively: (a) the patent applications and issued patents listed in **Schedule A**; (b) the *NeuronX Inference Engine* software (version 3.x and all updates released during the Term); (c) all associated trade secrets, algorithms, training datasets, and technical documentation; and (d) any improvements thereto made solely by Licensor during the Term.

1.4 “Licensed Products” means any product, service, or platform that incorporates, is derived from, or is enabled by the Licensed IP.

1.5 “Net Revenue” means gross revenue invoiced by Licensee and its sublicensees from sales of Licensed Products, less: (i) sales, value-added, or excise taxes actually paid; (ii) credit for bona fide returns; and (iii) documented shipping and insurance costs separately stated on invoices.

1.6 “Territory” means the member states of the European Economic Area and the United Kingdom of Great Britain and Northern Ireland.

1.7 “**Term**” means the period commencing on the Effective Date and expiring five (5) years thereafter, unless earlier terminated pursuant to Section 10.

2. Grant of License

2.1 **Exclusive License.** Subject to the terms and conditions hereof, Licensor hereby grants to Licensee an *exclusive*, royalty-bearing, non-transferable license within the Territory to: (a) make, have made, use, sell, offer for sale, and import Licensed Products; (b) reproduce and distribute the NeuronX Inference Engine in object-code form as embedded within Licensed Products; and (c) prepare derivative works of the documentation solely for internal and end-user purposes.

2.2 **Sublicensing.** Licensee may sublicense its rights under Section 2.1 solely to Affiliates and to authorized channel partners approved in writing by Licensor. Each sublicense shall be subject to terms no less restrictive than those herein, and Licensee shall remain primarily liable for any breach by any sublicensee.

2.3 **Reservation of Rights.** Licensor retains all rights not expressly granted, including the right to exploit the Licensed IP outside the Territory and to conduct internal research and development. No implied licenses are granted.

2.4 **Open-Source Restrictions.** Licensee shall not use the Licensed IP in any manner that would cause it to become subject to any open-source or copyleft license (including any version of the GNU GPL, LGPL, AGPL, or EUPL) without Licensor’s prior written consent.

3. Financial Terms

3.1 **Upfront License Fee.** Licensee shall pay Licensor a non-refundable upfront fee of **EUR 750,000** within thirty (30) days of the Effective Date.

3.2 **Running Royalties.** Licensee shall pay royalties on Net Revenue from Licensed Products as follows:

Tier	Annual Net Revenue Band (EUR)	Royalty Rate
Tier 1	Up to EUR 5,000,000	6.0%
Tier 2	EUR 5,000,001 – EUR 20,000,000	4.5%
Tier 3	EUR 20,000,001 – EUR 50,000,000	3.0%
Tier 4	Above EUR 50,000,000	2.0%

3.3 **Annual Minimum.** Beginning in Contract Year 2, Licensee guarantees annual minimum royalties of **EUR 200,000**. If actual royalties fall short, Licensee shall pay the shortfall within forty-five (45) days after year-end.

3.4 **Milestone Payments.** Licensee shall pay the following one-time milestone payments to Licensor:

Milestone Event	Payment (EUR)
First commercial sale of a Licensed Product	100,000
Cumulative Net Revenue exceeds EUR 10,000,000	250,000
Regulatory approval in any EEA jurisdiction	150,000
CE marking of a Licensed Product	75,000

3.5 Payment Terms. Royalty reports and payments are due quarterly, within thirty (30) days after the close of each calendar quarter. All sums are in Euros and shall be remitted by wire transfer free of bank charges to Licensor’s designated account. Late payments accrue interest at the three-month EURIBOR rate plus 4% per annum.

3.6 Taxes. Each party is responsible for its own income taxes. Withholding taxes, if any, shall be borne by Licensee and grossed up so that Licensor receives the full contracted amount net of withholding.

4. Intellectual Property Ownership and Improvements

4.1 Ownership. As between the parties, Licensor owns and shall continue to own all right, title, and interest in and to the Licensed IP, including all patents, copyrights, trade secrets, and other proprietary rights subsisting therein.

4.2 Licensee Improvements. Any improvement, modification, or derivative work of the Licensed IP created solely by Licensee’s employees (“**Licensee Improvement**”) shall be owned by Licensee; provided, however, that Licensee hereby grants Licensor a non-exclusive, worldwide, royalty-free, irrevocable license to all Licensee Improvements.

4.3 Joint Developments. Improvements created jointly by employees of both parties shall be jointly owned. Each party may exploit joint developments without accounting to the other, except that neither party may license joint developments to third parties without the other’s prior written consent.

4.4 Patent Prosecution. Licensor shall have the first right to prosecute, maintain, and enforce the Licensed Patents. If Licensor elects not to act within sixty (60) days of written notice of a potential infringement, Licensee may do so at its own cost, and any recovery shall be shared equally after deduction of costs.

5. Confidentiality

5.1 Obligations. Each party (“**Receiving Party**”) agrees to hold all non-public information disclosed by the other party (“**Disclosing Party**”) in strict confidence, to use it solely to exercise rights or fulfill obligations under this Agreement, and not to disclose it to any third party without prior written consent of the Disclosing Party.

5.2 Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known before disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by law or court order, provided prompt written notice is given to the Disclosing Party.

5.3 Duration. Confidentiality obligations shall survive expiration or termination of this Agreement for a period of **seven (7) years**.

6. Representations and Warranties

6.1 Licensor Warranties. Licensor represents and warrants that: (a) it has the full legal right and authority to grant the licenses herein; (b) to the best of its knowledge, the Licensed IP does not infringe any third-party intellectual property right as of the Effective Date; (c) all patents listed in Schedule A are in good standing; and (d) there are no pending or threatened claims challenging Licensor's ownership of the Licensed IP.

6.2 Licensee Warranties. Licensee represents and warrants that: (a) it has the authority to enter into and perform its obligations under this Agreement; (b) it will comply with all applicable laws and regulations in the Territory; and (c) it will not challenge the validity of any Licensed Patent during the Term or for two (2) years thereafter.

6.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, THE LICENSED IP IS PROVIDED **"AS IS"**. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. Indemnification

7.1 By Licensor. Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents from any third-party claim that the Licensed IP, as delivered and used in accordance with this Agreement, infringes any valid patent, copyright, or trade secret right in the Territory.

7.2 By Licensee. Licensee shall indemnify, defend, and hold harmless Licensor from any third-party claim arising out of: (a) Licensee's modification of the Licensed IP; (b) combination of the Licensed IP with third-party products not approved by Licensor; or (c) Licensee's breach of this Agreement.

7.3 Procedure. The indemnified party shall: (i) give prompt written notice of the claim; (ii) grant the indemnifying party sole control of the defense and settlement; and (iii) provide reasonable cooperation at the indemnifying party's expense.

8. Limitation of Liability

8.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

8.2 EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES AND ROYALTIES PAID OR PAYABLE BY LICENSEE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) EUR 2,500,000.

8.3 The foregoing limitations shall not apply to: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot be limited by applicable law.

9. Audit Rights

9.1 Licensee shall maintain complete and accurate books and records relating to Net Revenue and royalty calculations for at least **three (3) years** after the relevant reporting period.

9.2 Licensor may, upon thirty (30) days' prior written notice, appoint an independent certified public accountant to audit Licensee's records, no more than once per Contract Year. Any underpayment discovered shall be remitted within twenty (20) business days. If the audit reveals an underpayment of more than **5%**, Licensee shall bear the full cost of the audit.

10. Term and Termination

10.1 Expiration. This Agreement expires at the end of the Term unless renewed by mutual written agreement not less than ninety (90) days prior to expiration.

10.2 Termination for Cause. Either party may terminate this Agreement by written notice if: (a) the other party materially breaches this Agreement and fails to cure within sixty (60) days of written notice; or (b) the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to insolvency proceedings.

10.3 Termination for Patent Challenge. Licensor may terminate this Agreement immediately upon written notice if Licensee or any Affiliate directly or indirectly challenges the validity, enforceability, or ownership of any Licensed Patent.

10.4 Effect of Termination. Upon expiration or termination: (a) all licenses granted herein immediately cease; (b) Licensee shall cease all use and distribution of the Licensed IP within ninety (90) days; (c) each party shall return or certifiably destroy the other's confidential information; and (d) all accrued payment obligations survive.

11. Governing Law and Dispute Resolution

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflict-of-law principles, except that issues of patent validity and ownership shall be governed by the law of the relevant jurisdiction.

11.2 Arbitration. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be finally resolved by binding arbitration under the Rules of the International Chamber of Commerce (ICC), with the seat of arbitration in Geneva, Switzerland. The arbitral tribunal shall consist of three (3) arbitrators appointed in accordance with ICC Rules. The language of the arbitration shall be English.

11.3 Injunctive Relief. Notwithstanding Section 11.2, either party may seek interim injunctive or other equitable relief from any court of competent jurisdiction to prevent irreparable harm pending the constitution of the arbitral tribunal.

12. General Provisions

12.1 Entire Agreement. This Agreement, together with all Schedules attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, and understandings.

12.2 Amendments. No amendment to this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both parties.

12.3 Waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

12.4 Severability. If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 Assignment. Licensee may not assign this Agreement or any rights hereunder without Licensor's prior written consent, which shall not be unreasonably withheld. Licensor may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets relating to the Licensed IP.

12.6 Notices. All notices shall be in writing and delivered by overnight courier, email with

delivery confirmation, or certified mail to the addresses set forth on page 1.

12.7 Force Majeure. Neither party shall be liable for delays or failures in performance resulting from acts beyond its reasonable control, including natural disasters, pandemics, governmental actions, or failures of third-party infrastructure. The affected party shall give prompt notice and use commercially reasonable efforts to resume performance.

12.8 Counterparts. This Agreement may be executed in counterparts, including electronic signatures, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NEXA TECHNOLOGIES, INC.

("Licensor")

Signature: _____

Name: Elaine Hartwell

Title: Chief Legal Officer

Date: September 12, 2025

Email: e.hartwell@nexatech.io

SYNAPSE DYNAMICS GMBH

("Licensee")

Signature: _____

Name: Marcus Voigt

Title: Chief Executive Officer

Date: September 12, 2025

Email: m.voigt@synapsedyn.de

Schedule A — Licensed Patents and Software

Patent Portfolio — NeuronX Inference Engine			
Ref.	App./Patent No.	Title	Status
A-01	US 11,423,851 B2	Adaptive Sparse Attention for Low-Latency Inference	Granted
A-02	US 11,558,104 B1	Hardware-Aware Quantization with Dynamic Bit Allocation	Granted
A-03	EP 4 102 987 A1	Neural Graph Compiler with Cross-Platform Portability	Pending
A-04	US 2024/0123456 A1	Federated Fine-Tuning with Differential Privacy Guarantees	Pending
A-05	WO 2024/098712	Efficient Transformer Caching via Hierarchical Memory Maps	Pending
A-06	US 11,301,027 B2	Runtime Kernel Fusion for Edge Inference Accelerators	Granted

Licensed Software

- **NeuronX Inference Engine v3.x**
Binary and source form, C++20 / CUDA 12
- **NeuronX Model Optimizer**
Python 3.11 package, Apache-2.0 with CLA
- **NeuronX Benchmarking Suite**
Internal toolchain; object-code delivery only
- **NeuronX Developer Portal SDK**
REST API client libraries (Python, Go, TypeScript)

Know-How and Documentation

- Architecture white paper and design specifications
- Calibration datasets (ImageNet-NX-4K, SpecBench-2025)
- Integration guides and API reference manuals
- Benchmark methodology and reproducibility scripts
- Training recipes for on-device fine-tuning workflows
- Regression and validation test suites

Schedule B — Approved Sublicensee Jurisdictions

The following jurisdictions within the Territory are pre-approved for sublicensee operations:

Region	Countries	Special Conditions
Western Europe	Germany, France, Netherlands, Belgium, Austria, Switzerland (associated)	No additional approval required
Nordic Region	Sweden, Norway (EEA), Denmark, Finland	Export control compliance certification required
Southern Europe	Italy, Spain, Portugal	Local data-residency addendum required
CEE Region	Poland, Czech Republic, Hungary, Romania	Sublicensee must maintain ISO 27001 certification
United Kingdom	England, Scotland, Wales, Northern Ireland	UK GDPR addendum required per Schedule C

 Key Dates Summary

Effective Date	September 12, 2025
Upfront Fee Due	October 12, 2025 (30 days after Effective Date)
First Royalty Report	January 30, 2026 (Q4 2025 period)
First Annual Minimum Review	January 31, 2027 (Contract Year 2 close)
Agreement Expiry	September 11, 2030 (unless renewed)
Renewal Notice Deadline	June 13, 2030 (90 days before expiry)

*This Agreement was prepared by the Legal Department of Nexa Technologies, Inc.
Document reference: NTI-2025-IPL-0047 • Version 1.0 (Execution Copy)*

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