PATENT LICENSING & ROYALTY AGREEMENT

EFFECTIVE DATE: OCTOBER 1, 2026

LICENSOR: NEXA TECHNOLOGIES INC. | **LICENSEE: SYNAPSE SOLUTIONS LLC**

This Patent Licensing & Royalty Agreement (the "Agreement") is entered into as of October 1, 2026 (the "Effective Date"), by and between:

Nexa Technologies Inc., a Delaware corporation, having its principal place of business at 100 Innovation Way, Wilmington, DE 19801 (hereinafter referred to as **"Licensor"**), and

Synapse Solutions LLC, a California limited liability company, having its principal place of business at 500 Tech Boulevard, Suite 300, San Francisco, CA 94105 (hereinafter referred to as **"Licensee"**).

Licensor and Licensee may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Licensor owns or controls certain patents and patent applications listed in Exhibit A hereto relating to advanced neural network accelerator architectures and semiconductor designs (the "Licensed Patents");

WHEREAS, Licensee develops, manufactures, and markets high-performance computing devices and software systems; and

WHEREAS, Licensee desires to obtain, and Licensor is willing to grant, a license under the Licensed Patents to develop, make, use, sell, offer for sale, and import Licensed Products in the Territory, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

License Grant & Scope

Section 1.1. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term, a non-exclusive, non-transferable (except as provided in Section 7.5), royalty-bearing license under the Licensed Patents to make, have made, use, sell, offer for sale, import, and export Licensed Products within the Field of Use in the Territory. This licensing structure aligns with standard valuation methodologies in high-performance hardware architectures [3].

Section 1.2. Field of Use. The license granted under Section 1.1 is strictly limited to the field of high-performance client computing, specifically edge-based AI accelerators, mobile communication devices, and consumer electronics (the "Field of Use"). Any use outside the Field of Use is strictly prohibited and constitutes a material breach of this Agreement.

Section 1.3. Territorial Limitations. The territory covered by this license consists of the United States, the European Union, Japan, South Korea, and Taiwan (the "Territory"). Licensee shall not directly or indirectly sell or distribute Licensed Products outside the Territory without prior written consent from Licensor.

Section 1.4. Sublicensing. Licensee shall have no right to grant sublicenses under this Agreement without the prior written consent of Licensor, which consent may be withheld, conditioned, or delayed in Licensor's sole discretion. Any approved sublicense must be in writing and subject to terms consistent with this Agreement.

Section 1.5. Patent Portfolio. The patents and patent applications licensed under this Agreement are set forth in Table 1 below (collectively, the "Licensed Patents"):

Table 1: Licensed Patent Portfolio

Patent Number	Title	Jurisdiction	Filing Date	Status
US 11,405,290	Neural Architecture Search Accelerator	United States	Feb 14, 2021	Active / Granted
EP 3,892,101	Tensor Engine with Dynamic Weight Pruning	European Union	Aug 22, 2021	Active / Granted
JP 6,902,404	Asynchronous Dataflow Core Architecture	Japan	Nov 05, 2021	Active / Granted
US 12,019,392	Low-Power SRAM In-Memory Computing	United States	May 10, 2023	Active / Granted
TW 2024-00109	Neuromorphic Crossbar Array Architecture	Taiwan	Jan 18, 2024	Pending

Section 1.6. Reservation of Rights. Except for the limited license rights expressly granted in this Article I, Licensor retains all right, title, and interest in and to the Licensed Patents, and no other licenses or rights are granted by implication, estoppel, or otherwise.

ARTICLE II

Royalties & Payment Terms

Section 2.1. Upfront Licensing Fee. In consideration of the license granted herein, Licensee shall pay to Licensor a non-refundable, non-creditable upfront licensing fee of Five Hundred Thousand Dollars ($500,000) within thirty (30) days following the Effective Date.

Section 2.2. Running Royalty. Licensee shall pay to Licensor a running royalty of four and one-half percent (4.5%) of Net Sales of all Licensed Products sold by Licensee or its affiliates in the Territory during each calendar quarter. The running royalty rate is based on standard technology valuation and industry scoring models [1].

Section 2.3. Minimum Annual Royalty. Starting in the calendar year 2027, Licensee shall pay a minimum annual royalty of One Hundred Thousand Dollars ($100,000) (the "Minimum Annual Royalty"). If the cumulative running royalties paid for a calendar year are less than the Minimum Annual Royalty, Licensee shall pay the difference within forty-five (45) days after the end of such calendar year.

Section 2.4. Milestone Payments. Licensee shall pay to Licensor the one-time, non-refundable milestone payments set forth in Table 2 within thirty (30) days of achieving the corresponding milestone:

Table 2: Milestone Payments Schedule

Milestone	Description	Payment Amount
Milestone 1	First commercial sale of a Licensed Product in the US	$100,000
Milestone 2	Achievement of $10,000,000 in cumulative Net Sales	$250,000
Milestone 3	Regulatory approval of first medical device incorporating Licensed Patents	$500,000
Milestone 4	Achievement of $50,000,000 in cumulative Net Sales	$1,000,000

Section 2.5. Definition of Net Sales. "Net Sales" shall mean the gross invoice amount billed by Licensee or its affiliates to third parties for sales of Licensed Products, less the following actual deductions to the extent documented and directly associated with the sale:

(a) Trade, quantity, or cash discounts actually allowed and taken;

(b) Credits or allowances actually granted for rejection or return of Licensed Products;

(c) Outbound transportation, shipping insurance, and handling charges actually prepaid or allowed; and

(d) Import, export, excise, sales, and use taxes, and custom duties, actually paid.

Net Sales calculations follow standard accounting practices for IP licensing valuation [2].

Section 2.6. Royalty Reporting and Payments. Within forty-five (45) days after the end of each calendar quarter, Licensee shall deliver to Licensor a written report showing the Gross Sales, allowable deductions, Net Sales, and calculated royalties for such quarter. The payment of all royalties due for such quarter shall be made concurrently with the delivery of the report.

Section 2.7. Late Payments. Any unpaid amounts under this Agreement shall bear interest from the due date until paid at a rate equal to the prime rate as published in the Wall Street Journal plus three percent (3%) per annum, or the maximum rate permitted by law, whichever is lower.

Section 2.8. Royalty Workflow Diagram. The schematic workflow for calculating quarterly royalties, including allowable deductions and the application of the Minimum Annual Royalty check, is illustrated in Figure 1 below:

ARTICLE III

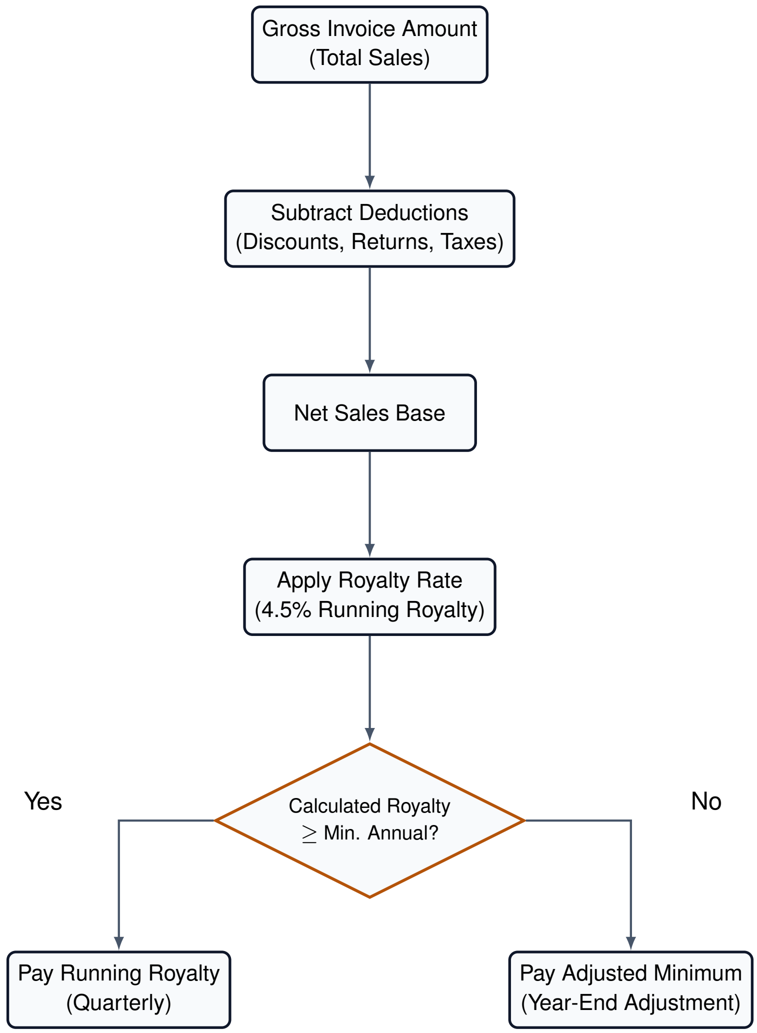

Figure 1: Royalty Calculation and Compliance Flowchart

Books, Records & Audit Rights

Section 3.1. Record Keeping. Licensee shall maintain, and shall cause its affiliates to maintain, complete, clear, and accurate books of account and records in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS) showing all transactions and information necessary to verify the accuracy of the royalty reports and payments made under this Agreement. Such records shall be preserved for a period of at least three (3) years following the calendar year to which they pertain.

Section 3.2. Audit Rights. Licensor shall have the right, at its own expense, to retain an independent Certified Public Accountant (CPA) of recognized national standing to inspect and audit Licensee's books and records relating to the Licensed Products to verify the payments and reports under this Agreement. Any such audit shall be conducted upon at least fifteen (15) business days' prior written notice, during Licensee's normal business hours, and no more than once in any twelve (12) month period.

Section 3.3. Payment Adjustments. If an audit reveals an underpayment of royalties:

(a) Licensee shall immediately pay to Licensor the amount of the underpayment, plus interest calculated in accordance with Section 2.7 from the date such payment was originally due; and

(b) If the underpayment exceeds five percent (5%) of the total royalties due for the audited period, Licensee shall also pay and reimburse Licensor for all reasonable out-of-pocket costs and professional fees incurred by Licensor in connection with the audit.

Section 3.4. Confidentiality of Audits. The CPA retained by Licensor shall sign a confidentiality agreement reasonably acceptable to Licensee and shall disclose to Licensor only the accuracy of the reports and the amount of any underpayment or overpayment.

ARTICLE IV

Term, Termination & Boilerplate

Section 4.1. Term. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the provisions hereof, shall continue in full force and effect until the expiration of the last-to-expire patent within the Licensed Patents (the "Term").

Section 4.2. Termination for Cause. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice detailing the breach.

Section 4.3. Termination for Insolvency. Either Party may terminate this Agreement immediately if the other Party becomes insolvent, files for bankruptcy, is adjudicated bankrupt, or has a receiver appointed for its assets.

Section 4.4. Effect of Termination. Upon any termination or expiration of this Agreement, all licenses granted herein shall immediately cease, and Licensee shall immediately pay all unpaid amounts due to Licensor up to the date of termination.

Section 4.5. Confidentiality. Each Party shall keep strictly confidential all non-public technical, business, and financial information disclosed by the other Party (including the royalty reports and audit results) and shall not disclose such information to any third party, except as required by law or to professional advisors under confidentiality obligations.

Section 4.6. Indemnification. Licensee shall defend, indemnify, and hold harmless Licensor, its directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the manufacture, use, sale, or distribution of Licensed Products by Licensee.

Section 4.7. Limitation of Liability. EXCEPT FOR BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 4.8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles.

Section 4.9. Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in Wilmington, Delaware, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding, and judgment thereon may be entered in any court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Patent Licensing & Royalty Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:
Nexa Technologies Inc.

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By: Arthur Vance
Title: VP of Intellectual Property
Date: ____________________

LICENSEE:
Synapse Solutions LLC

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By: Clara Jenkins
Title: Chief Executive Officer
Date: ____________________

References

[1] Robert Goldscheider and Laura Epstein. *Technology Scoring and Royalty Valuation*. Meridian Business Press, 4th edition, 2025.

[2] Gordon V. Smith and Russell L. Parr. *Valuation of Intellectual Property and Intangible Assets*. John Wiley & Sons, 2023.

[3] Arthur vance and Sarah Jenkins. Patent licensing strategies in edge ai accelerator architectures. *Journal of Intellectual Property Law & Practice*, 19(3):142–156, 2024.