

Luceta™ AI Software Suite by Solidigm™

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These Software License Terms (the “**Software License Terms**”) govern your rights to install, access, or use the Luceta™ Software Suite by Solidigm (the “**Software**” as further defined below). By downloading, installing, accessing or using the Software, you are consenting to be bound by these Software License Terms. These Software License Terms constitutes a binding contract between you (the “**Customer**”) and SK hynix NAND Product Solutions Corp. (d/b/a Solidigm) (“**Solidigm**”).

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1. DEFINITIONS

1.1 Capitalized terms used in these Software License Terms and not otherwise defined herein will have the meaning set forth in the Order Form or as set forth below:

(a) “**Cloud Services**” means the cloud-based functionality and services provided by Solidigm in conjunction with the Software, including certain data analytics and generation of Customer specific AI models utilizing customer-supplied data. In order to access and use the Software and Cloud Services, Customer will be required to enable the Software to connect to the Cloud Services over the Internet.

(b) “**Commercial Agreement**” means the separate commercial agreement entered into between Customer and Solidigm with respect to Customer’s access to and use of the Software and Cloud Services and incorporating these Software License Terms by reference.

(c) “**Customer Data**” means data or information that Customer or a User uploads, provides, or processes in the course of using the Software and Cloud Services, including sensor data, data annotations, images, video, audio, text, and other content.

(d) “**Documentation**” means Solidigm’s then-current user guides and other written documentation for the Software that Solidigm provides or otherwise makes available to Customer.

(e) “**License Term**” means the term (i.e., duration) of Customer’s license to use the Software and Cloud Services set forth in the Commercial Agreement. The License Term may consist of a trial or evaluation period and/or a production license period in accordance with the Commercial Agreement.

(f) “**Software**” means the Luceta™ AI Software Suite by Solidigm™ together with any algorithms,

models, tools, APIs, scripts, and related components made available by Solidigm to Customer pursuant to these Software License Terms.

(g) “**Users**” means end users authorized by Customer to use the Software and Cloud Services.

2. THE SOFTWARE; LIMITED LICENSE

2.1 These Software License Terms govern Customer’s installation of, access to, and use of the Solidigm Software and Cloud Services during the License Term as described in the Commercial Agreement. These Software License Terms are in addition to and supplement any terms and conditions set forth in the Commercial Agreement.

2.2 Subject to these Software License Terms, Solidigm hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software and Cloud Services, solely during the License Term, solely for Customer’s internal use. No rights or licenses are granted except as expressly set forth herein. Customer acknowledges and agrees that the foregoing is a term license, and Customer will cease all use of the Software and Cloud Services upon expiration or termination of the applicable License Term.

2.3 Customer has no right to and will not transfer, sublicense or otherwise distribute the Software to any third party or copy, modify, or create derivative works of the Software, in whole or in part. Customer will not lease, lend or rent the Software, use the Software to provide service bureau, time sharing, rental, application services, hosting or other computer services to third parties, or otherwise make the functionality of the Software available to third parties. Customer acknowledges that the Software constitutes and contains trade secrets of Solidigm and its licensors, and, in order to protect such trade secrets and other interests that Solidigm and its licensors may have in the Software, Customer agrees not to disassemble, decompile or reverse engineer the

Software or attempt to discover or derive the source code for the Software, nor permit any third party to do so (except to the limited extent applicable statutory law expressly prohibits such reverse engineering restrictions).

2.4 Customer is solely responsible for, and Solidigm will have no liability related to, the configuration of the Software within the Customer environment or any Customer Data as described below.

2.5 Customer acknowledges and agrees that (i) the Software and Cloud Services may not be error free or produce accurate results and (ii) the Software and Cloud Services are designed to use generative artificial intelligence and machine learning. Customer acknowledges and agrees that generative AI sometimes produces unpredictable, random, incorrect or inapplicable outcomes. Customer is solely responsible for and Solidigm will have no liability related to the accuracy, quality, or useability of any output generated through use of the Software and Cloud Services.

2.6 The Software includes certain third party open source software components. A list of those components, their respective copyright owners and the applicable license terms is set forth in the file named '3rd_Party_Attributions.txt' located in the root directory of the Software, which is incorporated herein by reference.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer will be solely responsible for providing and maintaining the Customer environment, including all equipment, computers, servers, hardware, sensors, Internet access and telecommunications, and resources needed to operate the Software and access and use the Cloud Services.

This Section does not apply to any sandbox, trial, or evaluation environment provided and hosted by Solidigm. Customer remains solely responsible for its own local access requirements (e.g., Internet connectivity and end-user devices) needed to reach such environment.

3.2 Customer will not, directly or indirectly: (a) publish or disclose to any third party any evaluation of the Software or Cloud Services; (b) use the Software or Cloud Services for any other purposes other than as licensed under these Software License Terms and the Commercial Agreement, including benchmarking or using the Software or Cloud Services to create products or services similar to, or competitive with, the Software or Cloud Services; (c) work around any technical limitations or security controls in the Software; (d) remove or modify any proprietary or confidentiality notices, labels or marks on or in the Software or Documentation; or (e) permit, authorize or facilitate any of the foregoing.

4. CUSTOMER DATA

4.1 As between the Parties, Customer is the sole and exclusive owner of Customer Data. The Software is designed to enable Customer to filter and control which fields and types of Customer Data are made available for processing through the Cloud Services (for example, for purposes of training Customer-Specific Models (as defined below)). Customer hereby grants to Solidigm a non-exclusive, royalty-free, fully paid, worldwide license to process, store and otherwise use Customer Data that is made available for processing through the Cloud Services for purposes of receiving any Support Services, for the purposes of providing the Cloud Services to Customer, training the Customer-Specific Models during the License Term, and providing Support Services to Customer and its Users.

4.2 Customer shall be solely responsible for the accuracy, quality, integrity, and legality of and the right to use any Customer Data hereunder. Customer shall be responsible for obtaining any consent or other rights necessary for Solidigm to process, store or otherwise use any Customer Data. Customer will not upload to or otherwise process or make accessible to the Cloud Services or Solidigm any Customer Data that includes regulated personal information of individuals, including without limitation any personal health information or financial, banking, or credit information.

5. AI MODELS AND USAGE DATA

5.1 Customer acknowledges and agrees that the Software and Cloud Services may use Customer Data and other Customer input to automatically create certain AI models, AI agents, and data annotations intended to address Customer's specific use cases (the "*Customer-Specific Models and Labels*"). Customer will use the Customer-Specific Models and Labels solely in connection with its authorized use of the Software and Cloud Services during the License Term, and Customer will not disclose or provide the Customer-Specific Models and Labels to any third party. Subject to Customer's ownership of Customer Data and Solidigm's confidentiality obligations with respect to Customer Data, Customer agrees that Solidigm may use the Customer-Specific Models and Labels for purposes of developing and improving the Software and Cloud Services and providing the Software and Cloud Services to Solidigm's other customers.

5.2 Customer acknowledges and agrees that Solidigm may collect, extract, measure, and generate aggregate data and information regarding Customer's and its Users' use of and performance of the Software and Cloud Services, including data and information related to the performance of the Customer-Specific Models and Labels, data annotation, information regarding resources accessed, how they are used, how they perform, the issues that may arise as a result of using the Software and Cloud Services and any other analytics,

telemetry, or output that Solidigm may collect or measure or that is generated through use of the Software and Cloud Services (collectively, "**Usage Data**"); provided that such Usage Data will not include or disclose any Customer Data and does not identify Customer or any of Customer's Users. Subject to Customer's ownership of Customer Data, Customer acknowledges and agrees that Solidigm will own all Usage Data, and that Solidigm may use, disclose, and exploit Usage Data for purposes of developing and improving the Software and Cloud Services, providing the Software and Cloud Services to Solidigm's other customers, and for any other purpose.

5.3 Customer agrees that as part of such development, improvement, and provision of the Software and Cloud Services, Solidigm may extract and retain information regarding patterns, characteristics, distributions, relationships, and other statistical properties from Customer Data and Usage Data in connection with these Software License Terms ("**Derivative Data**"). Such Derivative Data will be deemed part of the Usage Data as defined above.

6. CONFIDENTIALITY

6.1 The parties recognize and acknowledge that each may be exposed to the other party's information that is not generally known or used by others that includes, but is not limited to, data or materials of a party's practices and concepts; business and marketing plans; partner, customer or supplier information; costs, prices and pricing methods; financial results, forecasts and projections; and technical data, schematics, analyses, ideas, methods, trade secrets, processes, know-how, prototypes, designs, specifications, techniques, and drawings ("**Confidential Information**") in the performance of the Agreement and agrees that such Confidential Information is a valuable, special, and unique asset. Each Party agrees: (i) to use the Confidential Information of the other Party solely for the Purpose and in accordance with these Software License Terms; (ii) to hold the other's Confidential Information in strict confidence and disclose it only to its employees, officers, directors, agents and advisors ("**Representatives**") who have a need to know such Confidential Information for purposes of these Software License Terms and provided further that each Party is responsible for any breach of these Software License Terms by its Representatives; (iii) to take all reasonable measures to protect the secrecy of and avoid disclosure or use of the other's Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those authorized to have the information, which measures shall include applying the same degree of care that the receiving Party uses to protect its own confidential information, but no less than reasonable care; and (iv) to promptly notify the other upon learning of any unauthorized disclosure or use of the other's Confidential Information and take all steps reasonably requested by the disclosing Party to remedy any such disclosure or use. Nothing in the Agreement will prohibit or limit either

party's use of information (i) previously known to it without an obligation to not disclose such information (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third-party which was not, to the recipient's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Agreement. In the event of a breach or threatened breach of the provisions of this Section, the disclosing party shall be entitled to seek an injunction restraining the recipient from disclosing, in whole or in part, the Confidential Information, or from rendering any Services to any person, firm, corporation, association, or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the disclosing party from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. For purposes of the foregoing, Confidential Information of Solidigm includes the Software and non-public information regarding features, functionality and performance of the Software and Cloud Services. Confidential Information of Customer includes Customer Data and other information uploaded to or otherwise made accessible to the Cloud Services by Customer and its Users.

7. OWNERSHIP; IP RIGHTS

7.1 Customer acknowledges and agrees that, as between Solidigm and Customer, Solidigm owns all worldwide right, title and interest in and to the Software, Documentation and Cloud Services, including all worldwide intellectual property rights therein. All inventions, works of authorship or other developments conceived, written or otherwise generated by or for Solidigm related to the Software, Documentation, and Cloud Services are and will be the sole property of Solidigm. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Software and Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Software or Documentation

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8. SOFTWARE UPDATES

Customer acknowledges and agrees that during the License Term, Solidigm will have no obligation to provide Customer with any updates to or new releases of the Software, provided that Solidigm may provide such updates or releases in its discretion.

9. FEES

Customer will pay the license and any other fees set forth in the Commercial Agreement. Unless otherwise specified on the Commercial Agreement, fees are due and payable in advance upon the Effective Date and are non-refundable once paid.

10. TERM AND TERMINATION

10.1 These Software License Terms will be in effect solely for the Term set forth in the Commercial Agreement and these Software License Terms and the licenses granted herein will terminate automatically at the end of the License Term.

10.2 Solidigm may terminate the licenses granted under these Software License Terms in the event that Customer commits a material breach of these Software License Terms or the Commercial Agreement and fails to cure such breach within ten (10) days of notice of such breach.

10.3 The following Sections of these Software License Terms will survive any termination thereof: 1, 3.2, 4, 5, 6, 7, 10, 11, 12, 13, and 14.

11. WARRANTY AND DISCLAIMER

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12. INDEMNIFICATION

12.1 Solidigm agrees to defend, indemnify and hold harmless Customer and its principals, partners, members, managers, trustees, beneficiaries, directors, officers, stockholders, representatives, and the successors and assigns of each of the foregoing, for, from and against any and all Losses (as defined below) suffered or incurred by any of them directly or indirectly arising from or in connection with any third party Claim (as defined below) based upon: (a) the gross negligence or willful misconduct of Solidigm; or (b) the Software infringing a United States patent, copyright, trademark or trade secret of such third party. If Customer's use of the Software is, or in Solidigm's opinion is likely to be, found to infringe, Solidigm may, in its sole discretion: (x) modify the infringing element of the Software to be non-infringing without materially degrading the functionality of the Software; (y) procure for Customer the right to continue using the Software; or (z) terminate these Software License Terms and the licenses granted hereunder. THIS SECTION 12.1 SETS FORTH SOLIDIGM'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE SOFTWARE.

12.2 The defense and indemnification obligations of Solidigm will not apply to the extent the alleged infringement arises out of: (a) use of the Software or Cloud Services by Customer in combination with products or software not provided by Solidigm; (b) any modification or alteration of the Software or Cloud Services not created by or on behalf of Solidigm with Solidigm's prior written consent; or (c) use or processing of any Customer Data.

12.3 Customer agrees to defend, indemnify and hold harmless Solidigm and its principals, partners, members, managers, trustees, beneficiaries, directors, officers, stockholders, representatives, and the successors and assigns of each of the foregoing, for, from and against any and all Losses suffered or incurred by any of them directly or indirectly arising from or in connection with any third party Claim based upon: (a) the gross negligence or willful misconduct of Customer; (b) any processing or use of Customer Data in accordance with these Software License Terms; or (c) any breach of Customer's representations and warranties in Section 14.9.

12.4 As a condition to each party's indemnity obligations hereunder, the indemnified party will: (a) provide prompt notice of any indemnifiable Claim; (b) tender and permit the indemnifying party to control the defense of such Claim; (c) cooperate with the indemnifying party in the defense of such Claim; and (d) not settle or compromise any such Claim without the consent of indemnifying party. Each party will immediately inform the other party as soon as it becomes aware of any threatened or actual Claim by any third party relating to the Software or Services or the Customer Data.

12.5 For purposes of this Section 12, "**Claim**" means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding or any other claim or demand and "**Losses**" means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any Claim, default or assessment).

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES ARISING OUT OF THESE SOFTWARE LICENSE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF PROFITS OR BUSINESS; (B) FOR ANY EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES; (C) FOR ANY MATTER BEYOND THE PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR OWING BY CUSTOMER TO SOLIDIGM UNDER THESE SOFTWARE LICENSE TERMS OR ONE THOUSAND DOLLARS (\$1,000.00), WHICHEVER IS GREATER AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ANY FEES HAVE BEEN PAID BY CUSTOMER. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO EITHER PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS UNDER SECTION 12.

14. MISCELLANEOUS

14.1 If any provision of these Software License Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary

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14.2 These Software License Terms are not assignable, transferable or sublicensable by Customer except with Solidigm's prior written consent.

14.3 These Software License Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Software License Terms. Any modification or other amendment of these Software License Terms must be in writing and signed by both parties, and any waiver of these Software License Terms must be in writing and signed by the party granting such waiver, except as otherwise provided herein.

14.4 No agency, partnership, joint venture, or employment is created as a result of these Software License Terms and Customer does not have any authority of any kind to bind Solidigm in any respect whatsoever.

14.5 All notices under these Software License Terms will be in writing and will 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.

14.6 These Software License Terms will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Each party consents to the exclusive jurisdiction of federal or state courts located in the county of New Castle, Delaware, to resolve any dispute hereunder.

14.7 Neither party is, or will be deemed for any purpose to be, an employee or agent of the other and neither party will have the power or authority to bind the other party to any contract or obligation.

14.8 Solidigm shall not disclose, use, or refer to these Software License Terms, or the name, trade names, trademarks, service marks or logo of Customer, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Customer, which consent may be withheld at Customer's sole discretion.

14.9 Customer represents and warrants that (a) Customer is not a resident of or domiciled in any country or region that is subject to applicable United States or other trade embargoes, including without limitation North Korea, Iran, Syria, Cuba, or the Crimea region of Ukraine; and (b) Customer

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14.10 The word "including," "includes" and "include" will be deemed to be followed by "without limitation." References to a "party" mean Customer or Solidigm. Headings of these Software License Terms are for convenience only and will not affect the interpretation of these Software License Terms.

14.11 These Software License Terms are not intended to, and do not, create a right or cause of action in any person or entity other than the parties.