

Pilot Agreement

This Pilot Agreement ("**Agreement**"), effective as of the date ("**Effective Date**"), of the last signature on the applicable order form ("**Order Form**"), is by and between Goodfire AI, Inc. ("**Goodfire**") and the customer identified in the applicable order form ("**Customer**").

WHEREAS, Goodfire has developed a specialized technology for understanding and steering artificial intelligence models ("**Software**"), and provides certain professional services ("**Services**") to assist in the implementation of artificial intelligence ("**AI**") in the business.

WHEREAS, both parties have agreed to engage in a pilot program whereby Customer will be allowed to test the Software and receive Services, with the aim of evaluating Goodfire's technology and considering a future long-term commercial relationship,

NOW, THEREFORE, the parties agree to enter into this Agreement under the terms and conditions set forth herein.:

1. Services.

1.1. Goodfire Obligations. Goodfire shall:

- 1.1.1. Designate personnel that it determines, in its sole discretion, to be capable of completing the work outlined in the Order Form. Designated personnel shall be of commercially reasonable skill, experience, and qualifications, and shall complete the Service in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- 1.1.2. Perform the Services in accordance with the terms and subject to the conditions set out in the respective Order Form and this Agreement.
- 1.1.3. Keep Customer informed of the progress throughout the duration of the Services, including any significant developments, challenges encountered, or adjustments made to the process.
- 1.1.4. Goodfire is committed to executing these responsibilities with the utmost professionalism, efficiency, and dedication to quality, aiming to demonstrate the capabilities and benefits of the Software.

1.2. Customer Obligations. Customer shall:

- 1.2.1. Designate one of its employees to serve as its primary contact with respect to this Agreement and act as its authorized representative with respect to matters pertaining to this Agreement ("**Customer Contract Manager**").

1.2.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Goodfire for instructions, information, or approvals required by Goodfire to provide the Services.

1.2.3. Cooperate with Goodfire in its performance of the Services and provide timely access to Customer's premises, employees, contractors, software, and equipment as required to enable Goodfire to provide the Services.

2. **Software.**

2.1. **License Grant.** Subject to the terms and conditions of this Agreement, Goodfire hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software for Customer's internal evaluation purposes. Customer will not use the Software for any purpose other than evaluating and testing such Software internally in connection with assessing whether Customer desires to enter into a commercial license agreement with Goodfire for the Software. This Agreement does not provide a commercial license and Customer's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

2.2. **Use Restrictions.** Customer shall not use the Software for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; or (d) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.3. **Reservation of Rights.** Goodfire reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

2.4. **Customer Responsibilities.** Customer is responsible and liable for all uses of the Software resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

3. **Pilot Fee.** In consideration of Goodfire's license grant, Customer shall pay Goodfire the fees set forth in the Order Form.

4. **Confidential Information.** From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information in written or electronic form or media, that is marked, designated or

otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. **Intellectual Property Ownership.**

5.1. **Intellectual Property.** Both Goodfire and Customer acknowledge and agree that this Agreement does not constitute, imply, or intend any transfer, assignment, or grant of rights, title, or interest in any intellectual property from one party to the other. Each party retains all right, title, and interest in and to its own intellectual property.

5.2. **Feedback.** All feedback, suggestions, and ideas provided by Customer to Goodfire during the pilot program will be considered the property of Goodfire. Customer agrees that Goodfire has the right to use, adapt, and incorporate this feedback into its services and products without any obligation to Customer.

5.3. **Output.** All information and data that is generated by Customer's use of the Software ("**Output**") during the pilot program will be considered the property of Customer. Goodfire agrees that Customer will retain all intellectual property rights in any Output during the pilot program.

6. **Disclaimer of Warranties.** THE PILOT IS PROVIDED "AS IS" AND GOODFIRE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOODFIRE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING

FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOODFIRE MAKES NO WARRANTY OF ANY KIND THAT THE PILOT WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS.

7. **Limitations of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER GOODFIRE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE FEES PAID FOR THE PILOT.
8. **Term and Termination.** This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section, will continue in effect until the expiration of the Term. Goodfire may terminate this Agreement on written notice to Customer if Customer materially breaches or fails to comply with any material terms or conditions of this Agreement and does not cure such breach or failure within 30 days after receiving written notice thereof. Upon expiration or earlier termination of this Agreement, the license granted hereunder and all obligations of the parties shall cease, except for those obligations which, by their nature or under this Agreement, are intended to survive termination. The surviving obligations may include, but are not limited to, any clauses that by their nature are intended to survive termination, such as provisions related to Confidential Information, limitation of liability, and payment for services rendered prior to termination. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.
9. **Miscellaneous.**
 - 9.1. **Entire Agreement.** This Agreement, together with the Order Form, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
 - 9.2. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the Order Form (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight

courier (with all fees pre-paid), facsimile, email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

- 9.3. **Amendment and Modification; Waiver**. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 9.4. **Severability**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 9.5. **Governing Law; Submission to Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 9.6. **Assignment**. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Goodfire. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.