

### 3D Content Sharing Letter Agreement

By signing this 3D Content Sharing Letter Agreement (“Letter”), the counterparty identified below (“Partner”) grants to NVIDIA Corporation (“NVIDIA”) and its affiliates certain permissions related to Partner’s 3D digital content and related materials (collectively, “Materials”). NVIDIA and Partner are each a “party” and collectively the “parties.”

Partner agrees as follows:

1. License Grant. Partner hereby grants to NVIDIA and its affiliates a non-exclusive, worldwide, sub-licensable, perpetual, irrevocable, royalty-free license under Partner’s intellectual property rights to (i) install, use and make copies of the Materials, (ii) modify and create derivative works of the Materials that are not delivered in object code format, and (iii) publicly display, publicly perform, reproduce, and distribute (through multiple tiers of distribution), the foregoing (i) through (iii) solely for use with NVIDIA’s offering.
2. Restrictions. NVIDIA will not (nor expressly allow third parties to): (i) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically requires that such activities be permitted) or attempt to derive the source code of the Materials to the extent delivered to NVIDIA in object code format; (ii) distribute the Materials on a stand-alone basis, unless expressly permitted under this Letter; or (iii) remove copyrights or proprietary notices as they appear in the Materials.
3. Ownership. The Materials will remain the sole and exclusive property of Partner or its licensors. Except as expressly granted in this Letter, (i) Partner reserves all rights, interests and remedies in connection with the Materials, and (ii) no other license or right is granted to NVIDIA and its affiliates. Subject to Partner’s ownership of the Materials, NVIDIA technologies, products or services used in conjunction with the Materials, including all intellectual property rights, are and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Letter, (i) NVIDIA reserves all rights, interests and remedies in connection with its products and services, and (ii) no license or right is granted to Company by implication, estoppel or otherwise.
4. Representations, Warranties, and Disclaimers.
  - a. Each party represents and warrants: (i) it has the authority and any necessary approvals to enter this Letter, and (ii) its execution, delivery and performance under this Letter does not conflict with any agreement, instrument or understanding to which it is a party or by which it may be bound.
  - b. Company represents and warrants that: (i) it has the requisite rights (including any intellectual property rights and rights under any rights under any applicable privacy law) necessary to perform its obligations pursuant to this Letter and to grant all rights to NVIDIA and its affiliates as set forth in Section 1 of this Letter, (ii) the Materials do not and will not include technology that allows access or collection of personal information, (iii) the Materials do not and will not contain any viruses, worms, time-bomb or other malicious code that will degrade or infect any product, service, or any other software or NVIDIA’s network or systems, and (iv) the Materials will contain a complete and accurate information about any third-party proprietary or open source components and associated terms.
  - c. **Disclaimer. Unless stated in this Letter, to the maximum extent permitted by applicable law, each party disclaims all warranties and representations of any kind, whether express, implied or statutory, relating to or arising under this Letter, including, without limitation, the warranties of title, noninfringement, merchantability, fitness for a particular purpose, usage of trade and course of**

**dealing. No information or advice given by either party will in any way increase the scope of any warranty expressly provided in this Letter.**

5. Limited Trademark License. Partner agrees that NVIDIA may use Partner's names, logos, or trademarks as reasonably needed to reproduce any notices or branding on such 3D models. NVIDIA will give attribution to the source of the Materials in a manner to be determined by NVIDIA.
6. Governing Law. This Letter will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Letter, and the parties irrevocably consent to personal jurisdiction and venue in those courts; except that, either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.
7. Trade Compliance. Partner and NVIDIA agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, including the Export Administration Regulations and Office of Foreign Assets Control regulations. These laws include restrictions on destinations, end-users and end-use.
8. Confidentiality. The parties' Mutual Nondisclosure Agreement ("NDA") is incorporated into this Letter by reference and governs the parties' confidentiality obligations for Confidential Information (as defined in the NDA) disclosed under this Agreement. The existence of this Letter and its terms are Confidential Information. The parties agree not to share the existence of this Letter or its terms with any other party, except that a party may share this Letter and related Confidential Information on a confidential basis with its affiliates and professional advisors, including lawyers, accountants and external auditors.
9. Independent Contractors; No-Exclusivity. The parties are independent contractors, and this Letter does not create a partnership, joint venture, joint employment, agency or other form of business association between the parties or their respective employees, or authorize either party to make or enter into any commitments for or on behalf of the other party. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent. The terms offered in this Letter are not conditioned on any exclusivity. Nothing in this Letter prevents either party from participating in similar arrangements with third parties.
10. Limitation of Liability. **Except for breaches of confidentiality or a party's representations and warranties ("Excluded Claims") and to the maximum extent under applicable law, in no event will either party be liable for any (a) indirect, punitive, special, incidental or consequential damages, or (b) damages for the (i) cost of procuring substitute goods or (ii) loss of profits, revenues, use, data or goodwill arising out of or related to this Letter, whether based on breach of contract, tort (including negligence), strict liability, or otherwise, and even if the party has been advised of the possibility of those damages and even if a party's remedies fail their essential purpose. To the maximum extent under applicable law and except for Excluded Claims, each party's cumulative aggregate liability for any and all liabilities, obligations or claims arising out of or related to this Letter will not exceed one-hundred dollars (USD \$100). The nature of the liability or the number of claims or suits will not enlarge or extend this limit. These exclusions and limitations of liability will apply regardless of whether a party has been advised of the possibility of those damages, and regardless of whether a remedy fails its essential purpose.**

The parties, by signature of their authorized representatives, have executed this Letter, and the Letter is effective as of the date last signed below.

**NVIDIA Corporation**

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Santa Clara, California 95051 US

By:   
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Name: Deepu Talla

Title: VP & GM - Edge Computing

Date: 08 December 2025

**Partner:** Psyonic Inc.

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San Diego, CA 92127  
Address:

By:   
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Name: Aadeel Akhtar

Title: CEO

Date: 08 December 2025