

DEEPLARNING.AI

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

Name: Chi Ma ("Consultant")

Effective Date: Jan 18, 2020

As a condition of becoming retained (or Consultant's consulting relationship being continued) by deeplearning.ai LLC, a California limited liability company, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of Consultant's relationship with the Company as a participant in its Program (the "Program") and receipt of the benefits and privileges provided to Consultant under the Program, Consultant agrees to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to Consultant's relationship with the Company under the Program. If that relationship ends and the Company, within a year thereafter, either employs Consultant or re-engages Consultant as a consultant, this Agreement will also apply to such later employment or consulting relationship. Any such employment or consulting relationship between the parties hereto is referred to herein as the "Relationship."

2. **Duties.** Consultant will perform for the Company such duties as may be required pursuant to Consultant's participation in the Program (the "Services") and this Agreement is intended to supplement and form an integral part of the Consultant's participation in the Program. In the event of any conflict between provisions of this Agreement and any other agreement between the parties relating to the subject matter herein, this Agreement shall govern.

3. **Confidential Information.**

(a) **Protection of Information.** Consultant agrees, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except to the extent necessary to perform the Services, and not to disclose to any person, without written authorization from the Company, any Confidential Information that Consultant obtains from the Company or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved.

(b) **Confidential Information.** Consultant understands that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without

limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, techniques, engineering designs and drawings, hardware configuration information, business plans, or other business information disclosed to Consultant by the Company either directly or indirectly in any form.

(c) **Third Party Information.** Consultant's agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence.

(d) **DTSA Notification.** The misappropriation of trade secrets (a form of intellectual property) is a violation of law, just like the theft of any property. In addition to state law remedies, the Defend Trade Secrets Act of 2016 (the "**DTSA**") enables a trade secret owner to bring a trade secret misappropriation case in federal court. The DTSA generally provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law in the following circumstances: (i) where the individual discloses trade secrets in confidence to a federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (ii) where the disclosure is made in a sealed filing in a lawsuit or other proceeding. In addition, the DTSA generally permits an individual to disclose trade secrets to the individual's attorney in the course of pursuing a lawsuit where the person alleges retaliation for reporting a suspected violation of the law (or uses the trade secret information in such lawsuit, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order). The foregoing is a very generalized summary of the immunity provisions of the DTSA intended to satisfy the notification requirements of the DTSA. The DTSA does not preclude the trade secret owner from seeking breach of contract remedies, however. Consultant should seek legal counsel before disclosing any trade secrets before seeking immunity under the DTSA.

#### 4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** Consultant has provided the Company with a complete list describing with particularity all Inventions (as defined below), if any, that, as of the Effective Date: (i) Consultant made, and/or (ii) belong solely to Consultant or belong to Consultant jointly with others or in which Consultant has an interest, and that relate to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Consultant represents that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed, Consultant hereby forever waives any and all rights or claims of ownership to such Inventions.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, Consultant uses or incorporates into a product, service, process or machine any Invention not covered by Section 4(d) of this Agreement in which Consultant has an

interest, Consultant will promptly so inform the Company in writing. Whether or not Consultant gives such notice, Consultant hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license to exploit such Invention to the extent needed to pursue its business without restriction.

(c) **Inventions.** Consultant understands that “Inventions” means discoveries, developments, concepts, designs, ideas, know how, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Consultant understands that “Company Inventions” means any and all Inventions that Consultant or Consultant’s personnel may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for the Company, except as otherwise provided in Section 4(f) below.

(d) **Assignment of Company Inventions.** Consultant agrees that Consultant will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all Consultant’s right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. Consultant hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Consultant now has or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. In any event, Consultant hereby consents to any such action of the Company which would violate such Moral Rights in the absence of such consent.

(e) **Patent and Copyright Rights.** Consultant agrees to assist the Company, or its designee, at its expense, in every proper way to secure the Company’s, or its designee’s, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant further agrees that Consultant’s obligation to execute or cause to be executed, when it is in Consultant’s power to do so, any such instrument or papers shall continue during and at all times after the end of the

Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in Consultant's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Consultant's subsequent incapacity.

(f) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, Consultant understands that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which inventions qualify for such exclusion, Consultant will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by Consultant or Consultant's personnel in connection with, or as a result of, the Services performed for the Company during the period of the Relationship.

5. **Company Property.** Consultant acknowledges and agrees that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that Consultant's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Consultant further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

6. **[Intentionally Omitted]**

7. **Notice to Third Parties.** Consultant agrees that during the periods of time during which Consultant is restricted in taking certain actions by the terms of this Agreement (the "**Restriction Period**"), Consultant shall inform any entity or person with whom Consultant may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Consultant's contractual obligations under this Agreement. Consultant also understands and agrees that the Company may, with or without prior notice to Consultant and during or after the term of the Relationship, notify third parties of Consultant's agreements and obligations under this Agreement. Consultant further agrees that, upon written request by the Company, Consultant will respond to the Company in writing regarding the status of Consultant's engagement or proposed engagement with any party during the Restriction Period.

8. **Representations and Covenants.** Consultant represents that Consultant's performance of all the terms of this Agreement does not and will not breach any

agreement Consultant has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Consultant in confidence or in trust prior to or during the Relationship. Consultant agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

Consultant further represents that Consultant does not presently perform or intend to perform, during the term of the Consulting Agreement, consulting or other services for, and Consultant is not presently employed by and has no intention of being employed by, companies whose businesses or proposed businesses in any way involve products or services that would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Consulting Agreement. If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such employment or agreeing to perform such services, Consultant will promptly notify the Company in writing, specifying the organization to which Consultant proposes to render services, and provide information sufficient to allow the Company to determine if such work would conflict with the interests of the Company.

9. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** Except as described herein, this Agreement sets forth the entire agreement and understanding between the Company and Consultant relating to its subject matter and merges all prior discussions between the parties to this Agreement. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon Consultant's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

(f) **Remedies.** Consultant acknowledges and agrees that violation of this Agreement by Consultant may cause the Company irreparable harm, and therefore Consultant agrees that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

DEEPLEARNING.AI, LLC

By:

\_\_\_\_\_  
(Signature)

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

195 Page Mill Road, Suite 115  
Palo Alto, CA 94306  
United States

Date:

\_\_\_\_\_

**CONSULTANT:**

Chi Ma  
\_\_\_\_\_

(PRINT NAME)

Chi Ma  
\_\_\_\_\_

(Signature)

Address:

300 Somerset St. Apt 432  
Harrison, NJ 07029  
\_\_\_\_\_

Date:

Jan 18, 2020  
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