

L&Aser™ Dual Licensing Summary



L&Aser Public Use License (Based on SSPL v1 + CERN OHL v2-S)

Version 1.1 - August 2025

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The patent-pending L&Aser™ is a modular laser weeding tool combining hardware, firmware, and software. It is the highest throughput, lowest \$/watt laser weeding technology on the planet, which is highly disruptive to the incumbent GM-seed + chemical herbicide paradigm of modern agriculture. We offer our technology to the world through a dual-licensing model that is designed to maximize adoption and protect commercial value. This model is intended to force corporate incumbents into competition with each other through commercial licensing tiers, or else face creative destruction by independent farmers, researchers, and the open use license available to them.

License Scope by Component

- Software (L&Aser™ only, excludes AgCeption™):
License: SSPL v1 (independent farmers or research institutions)
Notes: Open use permitted, but commercial use triggers license
- Firmware (L&Aser™ only, excludes AgCeption™):
License: SSPL v1 (independent farmers or research institutions)
Notes: Same terms as software
- Reference Hardware Designs (L&Aser™ only, excludes AgCeption™):
License: CERN OHL (v2 Strong)
Notes: Open for independent farmers and research institutions; commercial use must license
- Patented Core IP (L&Aser™ only, excludes AgCeption™):
License: Proprietary (Commercial Only – Not included with small OEM open commercial use tier)
Notes: No use or replication without commercial agreement



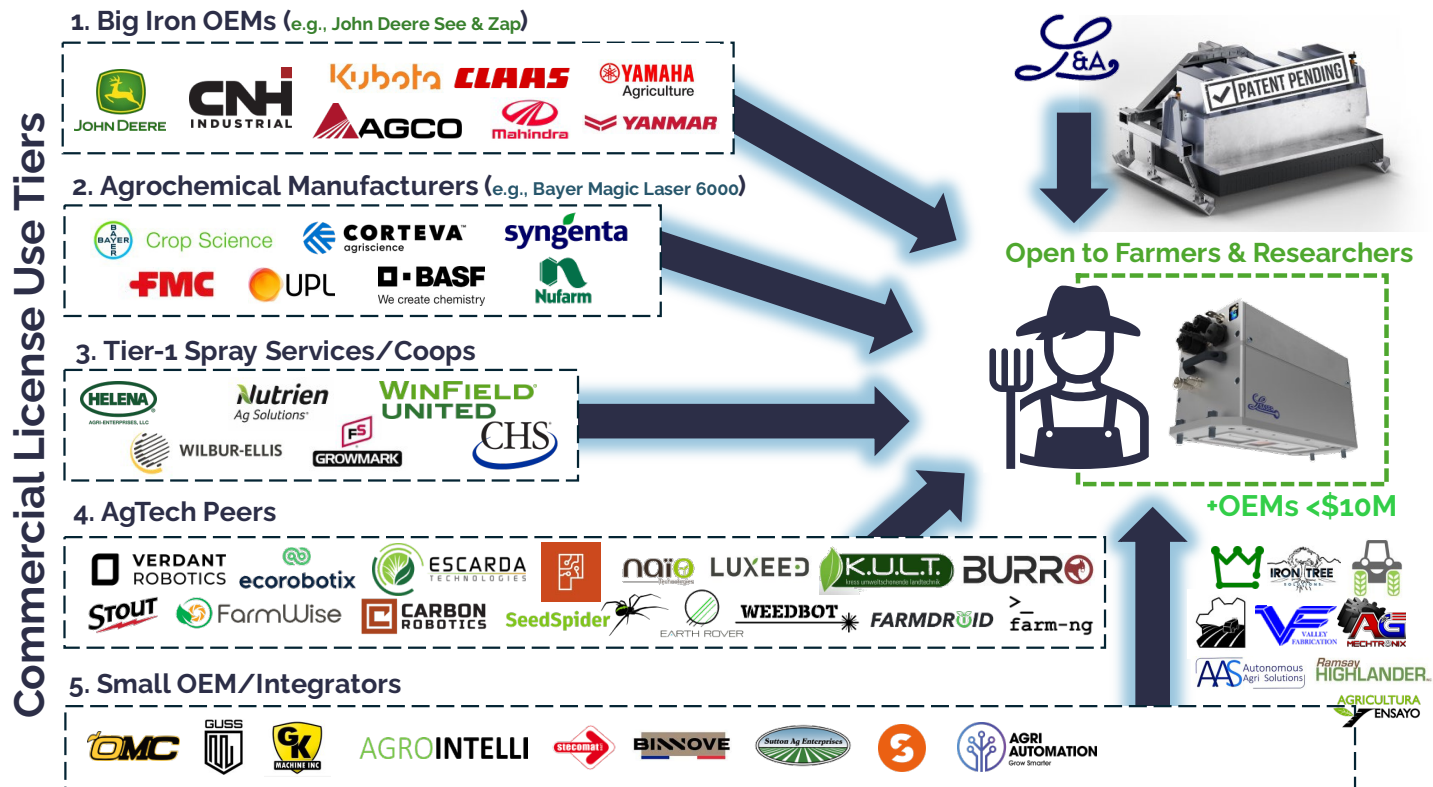
Commercial Use License Tiers

| User Category | Annual Base Fee | NRE Support | Per-Unit Fee | Extras | Revocation Triggers |
|--|-----------------|-------------|------------------------------|-------------------------------|--|
| Large OEMs (John Deere, CNH, AGCO, Kubota, etc.) | \$10M | \$5M+ | \$1,000 per ft. machine sold | 33% SaaS share, exclusivity + | Sublicensing, non-performance, reverse engineering |
| AgroChem (Bayer, Syngenta, BASF, Corteva, etc.) | \$10M | \$5M+ | 33% revenue share per pass | Anti-reverse clauses | Sublicensing, non-performance, cartel activity |

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|---|--------|---------|----------------------------|---|--|
| Spray Services (Helena, Nutrien, Wilbur-Ellis, etc.) | \$5M | \$5M+ | 33% revenue share per pass | Tiered discounts | Sublicensing, Unauthorized use, cartel activity |
| OEMs & Integrators (\$10M - \$100M) | \$1M | \$500K+ | \$10k/module | Cross-license, data sharing | Unauthorized resale, reverse engineering |
| AgTech Peers (Pixelfarming, Escarda, Stout, ecorobotix, etc.) | \$500K | \$500K+ | \$10k/module | 33% SaaS share, Cross-license, data sharing | Unauthorized resale, anti-competitive litigation |

Open Use License Tiers

| User Category | Open License | Cost | Restrictions | Revocation Triggers |
|---|-----------------------------------|------|--|---|
| Small Builders <\$10M Annual Revenue | SSPL + CERN-OHL w/Restrictions | \$0 | Auto termination clause, audit rights, no sublicensing | >\$10M Annual Revenue |
| Independent Farmers | SSPL + CERN-OHL | \$0 | Attribution Required | Tech Commercialization >\$10M Annual Revenue |
| Research Institutions | SSPL + CERN-OHL | \$0 | Attribution + Publish | Misuse, hostile research |



Kill Switch Provision

If commercial actors engage in IP theft, bad faith/anti-competitive litigation, platform or cooperation embargo, or sabotage, we reserve the right to release the entire L&Aser™ platform into permanent open source under AGPL + CERN OHL, nullifying proprietary value for all commercial users.

Terms & Conditions

- License Grant** You are granted the right to use, modify, and redistribute the L&Aser™ Software, Firmware, and Hardware under the conditions outlined in this license.
- Commercial Use Restriction** If you make the L&Aser™ Software, Firmware, Hardware or any modified version available to third parties as part of a service (e.g., field robotics, automated weeding systems, or decision-support platforms), **you must release the entire source code of your system under this same license**, including but not limited to:
 - All orchestration and scheduling systems
 - All telemetry and data aggregation services
 - All integration code used to embed the L&Aser™ technology into hardware systems
 - Any firmware, control loops, diagnostics, or visualization layers
- Prohibited Circumvention** You may not use containers, wrappers, or proxy APIs to avoid sharing code that would otherwise be required under this license.

4. **Branding and Certification** Use of the L&Aser™ name, branding, certification logos, or affiliation with Laudando & Associates LLC is not granted under this license and requires separate authorization.
5. **Hardware Reference Designs** Reference hardware designs are governed separately by the CERN OHL v2-S. Commercial use of hardware derived from these designs must comply with that license, and the combination of such hardware with L&Aser™ Software or Firmware constitutes a system subject to the terms herein.
6. **Patents and Trade Secrets** No license is granted to any proprietary patents or trade secrets of Laudando & Associates LLC. These are exclusively the property of L&A and no grant or right to profit share whatsoever is granted to Licensees.
7. **Kill Switch Clause** In the event that a commercial entity engages in legal action, embargo, patent trolling, or other bad-faith behavior designed to suppress, delay, or disable the L&Aser™ platform:
 - Laudando & Associates LLC reserves the right to release all proprietary modules and internal IP of the L&Aser™ system under this license, nullifying exclusivity & proprietary value and triggering a global commons.

Commercial Exclusion Clause: Pursuant to the preliminary injunction placed upon Laudando & Associates LLC by the U.S. District Court, Eastern District of California in Case No. 2:24 cv 03012-DAD-JDP, commercial licensing for the L&Aser Alpha/Beta/Beta+ is unavailable in the United States of America except for small OEMs, machine builders, integrators, and service providers under \$10M annual revenue. To discuss technology transfer agreements into innovation-friendly countries that do not violate the U.S. District Court order, please contact L&A LLC.

Affiliate Exclusion Clause: To the extent that open commercial use is allowable to small OEMs, machine builders, integrators, and service providers under the terms of this License, any use, commercial profit share, sub-licensing, and all other schemes of Licensing avoidance & circumvention by small OEM, machine builder, integrator, and service provider affiliates and affiliate partners – such as startup incubators and their partners (e.g., The Reservoir and Western Growers, Taylor Farms, Tanimura & Antle, John Deere, Naturipe Berry Growers) is expressly forbidden.

Disclaimer and Limitation of Liability

THE SOFTWARE, FIRMWARE, AND HARDWARE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE.

Termination

This license is automatically terminated if you fail to comply with any of its terms. Termination does not relieve you of the obligations to disclose your source code under the scope of prior use.

Additional Terms & Conditions for Open Commercial Licensing (Small OEMs <\$10M Annual Revenue)

- 1. Automatic Termination Upon Exceeding Revenue Threshold** This License shall automatically terminate without notice if Licensee's annual gross revenue derived, directly or indirectly, from agricultural automation products or services including the Licensed Technology exceeds Ten Million U.S. Dollars (USD \$10,000,000) in any calendar year. For the purposes of calculating this threshold, all revenue of Licensee and its affiliates, subsidiaries, parent companies, or any entities under common control shall be aggregated.

Upon such termination, Licensee must immediately cease all use of the Licensed Technology, destroy or return all copies thereof, and certify compliance in writing to Licensor within thirty (30) days. At Licensor's sole discretion, Licensee may transition to an applicable commercial license tier under Licensor's then-current terms.

- 2. Audit Rights** Licensor shall have the right, upon thirty (30) days' prior written notice, to audit Licensee's books, records, and accounts (including those of its affiliates, subsidiaries, and parent companies) as reasonably necessary to verify compliance with the revenue threshold and other terms of this License. Such audits shall be conducted no more than once per calendar year, during normal business hours, and in a manner designed to minimize disruption of Licensee's business.

If an audit reveals that Licensee has exceeded the revenue threshold without transitioning to an applicable commercial license tier, or has otherwise materially breached this License, Licensee shall reimburse Licensor for all audit costs in addition to any fees, damages, or remedies due under this License.

- 3. No Sublicense or Assignment** Licensee shall not sublicense, assign, transfer, or otherwise convey any rights granted under this License to any third party, whether directly or indirectly, without the prior written consent of Licensor. Any attempt to sublicense, assign, transfer, or otherwise convey such rights without Licensor's express written consent shall be null and void and shall constitute a material breach of this License, resulting in immediate termination.

For the avoidance of doubt, this prohibition includes but is not limited to sublicensing, assignment, or transfer to any competitor of Licensor, including large agricultural equipment manufacturers (e.g., John Deere), agrochemical companies (e.g., Bayer), startup incubators (e.g., The Reservoir), or affiliates thereof (e.g., Western Growers, Taylor Farms, Tanimura & Antle, Naturipe Berry Growers).

- 4. Step-Up License Path** In the event that Licensee's annual revenue attributable to agricultural automation products, including L&Aser revenues, exceeds the \$10M threshold, Licensee may elect to transition into a higher commercial license tier offered by Licensor.
 - a. Notice Requirement:** Licensee must provide written notice to Licensor within thirty (30) days of crossing the \$10M revenue threshold.
 - b. Grace Period:** Upon such notice, Licensee shall have ninety (90) days to execute a commercial license agreement with Licensor under the then-current terms for higher-tier licensees.
 - c. Continuity of Rights:** During the grace period, Licensee may continue to use the Licensed Technology without interruption, provided Licensee is actively engaged in good-faith negotiations with Licensor for a step-up license.

- d. Failure to Transition: If Licensee fails to execute a commercial license within the grace period, all rights granted under this License shall automatically terminate, and Licensee shall immediately cease use of the Licensed Technology.
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Commercial Licensing (Open & Tiered)

If you wish to:

- Use the L&Aser™ Software, Firmware, or Hardware in a proprietary system
- Embed any of the same, or derivatives of the same, into a commercial agricultural product
- Offer it as part of a paid farming or field service

You must obtain a commercial use license from: **Laudando & Associates LLC**

 chris@laudando.com

This license is based on the Server Side Public License v1 (SSPL) & CERN Open Hardware License (CERN-OHL v2-S) and modified to meet the strategic and ethical goals of Laudando & Associates LLC in advancing open & independent agriculture technology development outside of monopolistic control.