

## JOINT VENTURE AGREEMENT AMENDMENT

This Amendment ("Amendment") is made and entered into as of July 12, 2025, by and between:

Company A:  
Google LLC  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
("Google")

Company B:  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
("Microsoft")

WHEREAS, Google and Microsoft (collectively, the "Parties") wish to collaborate on a project to develop and market a new artificial intelligence software product (the "Project"); Joint Venture Agreement Amendment

WHEREAS, the Parties desire to establish a joint venture to combine their resources and expertise for the successful completion of the Project.  
NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

### 1. FORMATION OF JOINT VENTURE

1.1 Name: The joint venture shall operate under the name "AI Innovators JV" (the "Joint Venture").

1.2 Principal Office: The principal office of the Joint Venture shall be located at a mutually agreed location.

1.3 Term: The term of the Joint Venture shall commence on the date of this Agreement and continue for a period of five (5) years, unless terminated earlier in accordance with this Agreement.

### 2. PURPOSE AND SCOPE

2.1 Purpose: The purpose of the Joint Venture is to develop, market, and sell a new artificial intelligence software product (the "AI Product").

2.2 Scope: The Joint Venture shall engage in all activities necessary or incidental to the development, marketing, and sale of the AI Product.

### 3. CONTRIBUTIONS

3.1 Google's Contributions: Google shall contribute its expertise in machine learning algorithms, a team of 20 software engineers, and \$10 million in funding to the Joint Venture.

3.2 Microsoft's Contributions: Microsoft shall contribute its cloud computing infrastructure, a team of 20 software engineers, and \$10 million in funding to the Joint Venture.

### 4. MANAGEMENT

4.1 Management Committee: The Joint Venture shall be managed by a Management Committee consisting of four (4) members, with two (2) members appointed by each Party.

4.2 Decisions: Decisions of the Management Committee shall require the affirmative vote of at least three (3) members.

### 5. PROFITS AND LOSSES

5.1 Sharing of Profits and Losses: Profits and losses of the Joint Venture shall be shared equally by the Parties.

### 6. INTELLECTUAL PROPERTY

6.1 Ownership: Any intellectual property developed by the Joint Venture shall be jointly owned by the Parties.

6.2 Licensing: Each Party shall have the right to license the jointly owned intellectual property for use outside the scope of the Joint Venture, subject to the terms agreed upon by the Parties.

### 7. TERMINATION

7.1 Termination by Mutual Agreement: The Joint Venture may be terminated at any time by mutual agreement of the Parties.

7.2 Termination for Cause: Either Party may terminate the Joint Venture upon thirty (30) days' written notice if the other Party breaches any material provision of this Agreement and fails to cure such breach within the notice period.

## 8. MISCELLANEOUS

8.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.2 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

8.3 Amendments: This Agreement may be amended only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first Joint Venture Agreement Amendment above written.

Google LLC

By: \_\_\_\_\_

Name: Sundar Pichai

Title: CEO

Microsoft Corporation

By: \_\_\_\_\_

Name: Satya Nadella

Title: CEO