

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") entered into a Joint Venture Agreement dated July 12, 2024 (the "Original Agreement");

WHEREAS, the Parties wish to amend certain terms of the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Joint Venture Agreement Parties agree as follows:

1. FORMATION OF JOINT VENTURE:

1.1 Term: The term of the Joint Venture is hereby extended for an additional period of three(3) years, ending on July 12, 2032, unless terminated earlier in accordance with this Agreement.

2. CONTRIBUTIONS:

2.1 Google's Additional Contributions: Google shall contribute an additional \$5 million in funding to the Joint Venture.

2.2 Microsoft's Additional Contributions: Microsoft shall contribute an additional \$5 million in funding to the Joint Venture.

3. MANAGEMENT:

3.1 Management Committee: The Management Committee shall be

expanded to six (6) members, with three (3) members appointed by each Party.

3.2 Decisions: Decisions of the Management Committee shall require the affirmative vote of at least four (4) members.

4. INTELLECTUAL PROPERTY:

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

5. TERMINATION:

5.1 Termination for Cause: Either Party may terminate the Joint Venture upon ninety (90) days' written notice if the other Party breaches any material provision of this Agreement and fails to cure such breach within the notice period.

6. DISPUTE RESOLUTION:

6.1 Arbitration: Any disputes arising out of or in connection with this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The place of arbitration shall be San Francisco, California, and the language of the arbitration shall be English.

7. MISCELLANEOUS

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

7.2 Entire Agreement: This Amendment, together with the Original 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.

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

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

Google LLC

By: _____

Name: Sundar Pichai

Title: CEO

Microsoft Corporation

By: _____

Name: Satya Nadella

Title: CEO