Patent License Agreement

This Patent License Agreement ("**Agreement**") is made and entered into as of the last date of the signatures below ("**Effective Date**") by and between the Electric Reliability Council of Texas, Inc., a Texas non-profit corporation having an office at 2705 W Lake Dr, Taylor, TX 76574 ("**ERCOT**"), and Lancium LLC, a Texas limited liability company having an office at 9002 Six Pines Drive, Suite 134, Shenandoah, TX 77380 ("**Lancium**"). ERCOT and Lancium may collectively be referred to herein as the "**Parties**" and each as a "**Party**."

WHEREAS Lancium owns the Licensed Patents and wishes to provide goodwill and increase market participation in certain ERCOT programs in the Licensed Territory by providing to ERCOT a license to and under the Licensed Patents upon the terms and conditions set forth in this Agreement;

WHEREAS ERCOT wishes to obtain a license to the Licensed Patents to allow *Resources* to freely register and participate as *Controllable Load Resources* in the Licensed Territory or provide *Ancillary Services* in the Licensed Territory (the "**Purpose**"), wherein the Parties agree each italicized term in this clause has a meaning under the ERCOT Nodal Protocols that are in effect as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and further good and valuable consideration, the legal sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. <u>License Grant and Scope</u>.

    1.1 <u>License</u>. Subject to the terms and conditions of this Agreement, Lancium hereby grants to ERCOT a non-exclusive, perpetual, sublicensable, irrevocable, fully-paid, royalty-free, non-transferrable, license solely under the Licensed Patents and restricted solely to within the Licensed Territory, to: (i) make, have made, use, sell, offer for sale, import, or otherwise distribute any products (including software) and services that would otherwise infringe the Licensed Patents, and (ii) practice any methods, processes, and procedures that would otherwise infringe the Licensed Patents.

    1.2 <u>Licensed Patents</u>. "**Licensed Patents**" shall mean all U.S. patents identified in **Schedule A**, including whether original or subsequently reissued, and all U.S. patents that may issue from patent applications identified in Schedule A, and all U.S. patents that may issue from subsequent patent applications claiming priority to said applications listed in Schedule A, and additionally all Lancium U.S. patents, whether existing or that may issue from subsequent Lancium patent applications, that are needed to effectuate the Purpose of this Agreement.

    1.3 <u>Future Licensed Patents</u>. During the term of this Agreement, if ERCOT identifies future Lancium patents it wishes to include within the scope of the Licensed Patents, both Parties agree to negotiate in good faith regarding amending Schedule A to include such patents, consistent with the Purpose of this Agreement.

    1.4 <u>Licensed Territory</u>. "**Licensed Territory**" shall mean the "**ERCOT ISO Service Territory**," which is defined as the ERCOT Power Region as it is understood to exist according to the Texas Public Utility Regulatory Act as of the Effective Date of this Agreement.

2. <u>Release</u>. Lancium fully and forever releases, acquits, and discharges ERCOT and its sublicensees (whether licensed now or in the future), from any and all claims, demands, causes of action, damages, liabilities, or suits—whether known or unknown, asserted or unasserted, foreseen or unforeseen—that Lancium has or may have in the future, of any alleged infringement of the Licensed Patents in the Licensed Territory, to the extent such alleged infringement results from or is connected to ERCOT or its sublicensees, making, having made, using, selling, offering for sale, importing, or otherwise distributing any products (including software) and services that would otherwise infringe the Licensed Patents in the Licensed Territory, or practicing any methods, processes, and procedures that would otherwise infringe the Licensed Patents in the Licensed Territory.

3. <u>Liability.</u> The Parties agree that this Agreement is entered into for the purpose of resolving potential disputes and ensuring mutual cooperation, and neither the execution of this Agreement nor any actions taken in advancement of executing this Agreement shall be construed as an admission, or used as evidence, of liability, wrongdoing, or infringement of any intellectual property rights by either Party. Both Parties expressly deny and disclaim any such liability or wrongdoing.

4. <u>Confidentiality</u>. The Parties agree that this Agreement can be made public and available to stakeholders and may further be published and recorded with any government agency or department as desired by a Party.

5. <u>Compliance with Laws</u>.

5.1 <u>[RESERVED]</u>

6. <u>Representations and Warranties</u>.

6.1 <u>Mutual Representations and Warranties</u>. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and

(c) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

7. <u>Exclusion of Consequential and Other Direct Damages</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE AND THE PARTY AGAINST WHOM LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE.

8. <u>Indemnification</u>. Neither party will have any indemnification obligations in connection with the license granted under this Agreement.

9. <u>Term and Termination</u>.

9.1 <u>Term</u>. This Agreement and all rights granted under this Agreement shall continue in perpetuity until the expiration of the last patent in the Licensed Patents.

9.2 Either Party may terminate this Agreement on written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof.

9.3 Either Party may terminate this Agreement, effective immediately, if the other Party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 The License, Release, and Liability provisions in Sections 1.1, 1.2, 1.4, 2, and 3 shall survive termination.

10. <u>Miscellaneous</u>.

10.1 <u>Bankruptcy</u>. All rights and licenses granted by Lancium under this Agreement are and will be deemed to be rights and licenses to "intellectual property" as such term is used in, and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Bankruptcy Code**") (11 U.S.C. § 365(n)). ERCOT has all rights, elections, and protections under the Bankruptcy Code and all other bankruptcy, insolvency, and similar laws with respect to the Agreement, and the subject matter hereof. Without limiting the generality of the foregoing, Lancium acknowledges and agrees that, if Lancium or its estate shall become subject to any bankruptcy or similar proceeding, subject to ERCOT's rights of election under Section 365(n), all rights, licenses, and privileges granted to ERCOT under this Agreement will continue subject to the respective terms and conditions hereof, and will not be affected, even by Lancium's rejection of this Agreement.

10.2 <u>Independent Contractors</u>. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever.

10.3   Notices. All notices, requests, consents, claims, demands, waivers, and other communications (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Lancium:	Lancium LLC ATTN: Legal Department 9002 Six Pines Drive, Suite 134 Shenandoah, TX 77380 Email: legal@lancium.com
If to ERCOT:	Electric Reliability Council of Texas, Inc. ATTN: Legal Department 8000 Metropolis Drive Building E, Suite 100 Austin, TX 78744

Notices sent in accordance with this Section 10.3 will be deemed effective: (a) when received or delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.

10.4   Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

10.5   Assignment. Except as otherwise expressly provided in this Agreement, neither Party may assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations, hereunder without the prior written consent of the other Party (which consent may not be unreasonably withheld, conditioned, or delayed).

10.6   Amendment; Modification; Waiver. This Agreement, including Schedule A, may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party.

10.7   Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.8   Governing Law; Submission to Jurisdiction. This Agreement and any disputes thereunder between the Parties are governed by, and construed in accordance with, the laws of the

State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The Parties consent to the jurisdiction of the state and federal courts in the State of Texas and shall submit any dispute related to this Agreement to the courts of the State of Texas or a federal court sited therein, as may be applicable.

      10.9   <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission to which a signed PDF copy is attached, including electronic document signature services, will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized.

LANCIUM LLC

By: _Michael McNamara_ (DocuSigned by: 6775F9EF40EE4EF...)

Name: Michael McNamara

Title: CEO

Date: 4/8/2025

Electric Reliability Council of Texas, Inc.

By: _Chad V. Seely_ (Signed by: AD4FF94B88FA476...)

Name: Chad V. Seely

Title: Senior Vice President, Regulatory Policy, General Counsel, & Chief Compliance Officer

Date: 4/10/2025

Schedule A

Application	Patent	Title
16/245,532	US10,452,127	Redundant Flexible Datacenter Workload Scheduling
16/658,983	US11,256,320	Redundant Flexible Datacenter Workload Scheduling
17/673,318	US11,650,639	Redundant Flexible Datacenter Workload Scheduling
18/106,102		Redundant Flexible Datacenter Workload Scheduling
PCT/US2020/013316		Redundant Flexible Datacenter Workload Scheduling
16/132,062	US11,031,787	System of Critical Datacenters and Behind-the-Meter Flexible Datacenters
17/340,664	US11,611,219	System of Critical Datacenters and Behind-the-Meter Flexible Datacenters
18/106,093	US11,949,232	System of Critical Datacenters and Behind-the-Meter Flexible Datacenters
18/618,013		System of Critical Datacenters and Behind-the-Meter Flexible Datacenters
PCT/US2019/051107		System of Critical Datacenters and Behind-the-Meter Flexible Datacenters
62/616,348		Flexible Datacenter Using Green or Unutilized Energy Sources
PCT/US2018/017950		Method and System for Dynamic Power Delivery to a Flexible Datacenter Using Unutilized Energy Sources
16/482,495	US11,016,456	Method and System for Dynamic Power Delivery to a Flexible Datacenter Using Unutilized Energy Sources
16/528,348	US11,163,280	Method and System for Dynamic Power Delivery to a Flexible Datacenter Using Unutilized Energy Sources
17/513,558		Method and System for Dynamic Power Delivery to a Flexible Datacenter Using Unutilized Energy Sources
16/175,335	US10,367,353	Managing Queue Distribution between Critical Datacenter and Flexible Datacenter
16/525,142	US11,283,261	Managing Queue Distribution between Critical Datacenter and Flexible Datacenter
16/573,577	US11,342,746	Managing Queue Distribution between Critical Datacenter and Flexible Datacenter
17/750,883	US11,682,902	Managing Queue Distribution between Critical Datacenter and Flexible Datacenter
18/143,280		Managing Queue Distribution between Critical Datacenter and Flexible Datacenter

PCT/US2019/058938		Managing Queue Distribution between Critical Datacenter and Flexible Datacenter
16/529,360	11868106	Granular Power Ramping
18/535,065		Granular Power Ramping
PCT/US20/044536		Granular Power Ramping
16/803,109	US11,042,948	Computing Component Arrangement Based on Ramping Capabilities
17/353,285	US11,669,920	Computing Component Arrangement Based on Ramping Capabilities
18/139,010	US12,067,633	Computing Component Arrangement Based on Ramping Capabilities
18/806,206		Computing Component Arrangement Based on Ramping Capabilities
PCT/US2021/019875		Computing Component Arrangement Based on Ramping Capabilities
62/927,119		Methods and Systems for Adjusting Power Consumption Based on a Power Option Agreement
16/702,894	US11,016,458	Methods and Systems for Adjusting Power Consumption Based on Dynamic Power Option Agreement
17/328,337	US11,581,734	Methods and Systems for Adjusting Power Consumption Based on Dynamic Power Option Agreement
18/106,098		Methods and Systems for Adjusting Power Consumption Based on Dynamic Power Option Agreement
PCT/US2020/057686		Methods and Systems for Adjusting Power Consumption Based on a Power Option Agreement
16/702,931	US10,608,433	Methods and Systems for Adjusting Power Consumption Based on a Fixed-Duration Power Option Agreement
16/834,987	US11,031,783	Methods and Systems for Adjusting Power Consumption Based on a Fixed-Duration Power Option Agreement
17/340,886	US11,594,888	Methods and Systems for Adjusting Power Consumption Based on a Fixed-Duration Power Option Agreement
18/114,503	US12,021,385	Methods and Systems for Adjusting Power Consumption Based on a Fixed-Duration Power Option Agreement
18/367,673		Methods and Systems for Adjusting Power Consumption Based on a Fixed-Duration Power Option Agreement
63/345,626		Dynamic Updating of a Power Available Level for a Datacenter
18/199,259		Dynamic Updating of a Power Available Level for a Datacenter

PCT/US2023/022767		Dynamic Updating of a Power Available Level for a Datacenter
16/132,092	US11,016,553	Methods and systems for distributed power control of flexible datacenters
16/175,146	US10,444,818	Methods and systems for distributed power control of flexible datacenters
17/328,275	US11,275,427	Methods and systems for distributed power control of flexible datacenters
17/692,636	US11,669,144	Methods and systems for distributed power control of flexible datacenters
18/139,134		Methods and systems for distributed power control of flexible datacenters
PCT/US2019/051062		Methods and systems for distributed power control
16/132,098	US11,025,060	Providing computational resource availability based on power-generation signals
17/331,440	US12,197,240	Providing computational resource availability based on power-generation signals
PCT/US2019/051102		Providing computational resource availability based on power-generation economics
16/175,246	US11,031,813	Systems and methods for auxiliary power management of behind-the-meter power loads
17/340,643		Systems and methods for auxiliary power management of behind-the-meter power loads
18/066,616		Systems and methods for auxiliary power management of behind-the-meter power loads

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