

LETTER AGREEMENT RELATING TO BILATERAL RSNDA-23-0076

This Letter Agreement Related to Bilateral RSNDA-23-0076 (the “Agreement”) is entered into by the following entities:

- i. Triad National Security, LLC (“Triad”), a Delaware limited liability company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545 as operator of the Los Alamos National Laboratory (“LANL”) under Contract No. 89233218CNA000001 with the U.S. Department of Energy, National Nuclear Security Administration (“DOE/NNSA”);
- ii. Regents of the University of Michigan, having a principal place of business at Ruthven Building, 1109 Geddes Avenue, Ann Arbor, MI 48109 (“Michigan”);
- iii. SmithGroup, Inc., having a principal place of business at 500 Griswold Suite 1700, Detroit, MI 48226 (“SmithGroup”); and
- iv. The American Center for Mobility, having a principal place of business at 2701 Airport Drive, Ypsilanti, MI 48170 (“ACM”).

The entities named above may also be referred to herein individually as a “Party” or collectively as the “Parties.”

Background

- a. **WHEREAS**, the Parties are signatories to a non-disclosure agreement known as RSNDA-23-0076 (the “Expiring NDA”), which expires on March 2, 2025 and contains certain non-disclosure obligations related to collaborations, discussions, and work performed by the Parties;
- b. **WHEREAS**, ACM is a signatory to the Expiring NDA, but is no longer collaborating, working with the other Parties, or disclosing Proprietary Information (as defined in the Expiring NDA) with the Parties;
- c. **WHEREAS**, Triad and Michigan have entered into a Memorandum of Understanding #204, which was executed on November 26, 2024 that encompasses certain obligations and understandings between Triad and Michigan as they further their collaborations together (the “MOU #204”);
- d. **WHEREAS**, all information exchanged under the Expiring NDA relates to the collaboration envisioned under MOU #204;
- e. **WHEREAS**, MOU #204 contains a clause that places restrictions upon Triad and Michigan

related to the disclosure of proprietary information in any form to third parties;

- f. **WHEREAS**, SmithGroup is a lower tier subcontractor to Michigan under a subcontract that predates, but is related to MOU #204, the latter of which contains nondisclosure obligations;
- g. **WHEREAS**, the Parties seek to effect the transfer nondisclosure obligations of the Expiring NDA to the Memorandum of Understanding #204 and other associated agreements between LANL and Michigan and between Michigan and third parties that will clearly define nondisclosure obligations.

NOW THEREFORE, for good and valuable consideration, the recipient and sufficiency are mutually acknowledged, the Parties agree to the following:

- 1. The Parties agree that, unless otherwise indicated under this Agreement, the term "Proprietary Information," has the same meaning as ascribed to it under the Expiring NDA.
- 2. The Parties agree that the Expiring NDA is terminated as of the Effective Date of this Agreement.
- 3. The Parties agree that all obligations under the Expiring NDA, with respect to the Parties, shall cease upon the Effective Date of this Agreement without any claims being made by a Party. For the sake of clarity, the Parties agree to take no actions to enforce known or unknown claims against one another, for any reason, under the terms of the Expiring NDA upon execution of this Agreement. Any claims, latent or new, shall be brought under either MOU #204 or an agreement executed in connection with MOU #204.
- 4. The Parties represent and warrant that they are not in possession of any Proprietary Information exchanged under the Expiring NDA belonging to ACM.
- 5. ACM represents and warrants that it has returned or destroyed any Proprietary Information belonging to any of the other parties and exchanged under the Expiring NDA as of the Effective Date of this Agreement.
- 6. The Parties agree that all remaining Proprietary Information shared under Expiring NDA relates to the subject matter of MOU #204, which includes similar proprietary information protection obligations set out under the Expiring NDA.
- 7. The Parties agree that Proprietary Information shared under the Expiring NDA shall be protected in accordance with MOU #204 or specific terms contained any associated agreements flowing from MOU #204.

8. SmithGroup and Michigan are parties to an agreement related to MOU #204. SmithGroup agrees, as the lower-tier subcontractor to Michigan, that Michigan shall be deemed the owner of any SmithGroup-provided Proprietary Information for purposes of protection obligations set out under MOU #204.
9. This Agreement shall take precedence over specific legends or statements associated with Proprietary Information received under the Existing NDA.
10. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.
11. Effective Date. This Agreement shall be effective as of the date of the later signature below.
12. Except as specifically addressed in other agreements between and among the Parties relating to the MOU, this Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the disclosure and protection of Proprietary Information. This Agreement may be signed in one or more counterparts (including faxed or electronic portable document format (pdf) copies), each of which shall be deemed one and the same original. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in by their duly authorized representatives.

Triad National Security, LLC	
Signature:	
Date:	
Name:	
Title:	

Regents of the University of Michigan	
Signature:	
Date:	April 3, 2025
Name:	Arthur Lupia
Title:	Interim Vice President for Research and Innovation

SmithGroup, Inc.	
Signature:	
Date:	March 10, 2025
Name:	Michael J. Weingartz
Title:	Technology Studio Leader Vice President

The American Center for Mobility	
Signature:	
Date:	
Name:	
Title:	

8. SmithGroup and Michigan are parties to an agreement related to MOU #204. SmithGroup agrees, as the lower-tier subcontractor to Michigan, that Michigan shall be deemed the owner of any SmithGroup-provided Proprietary Information for purposes of protection obligations set out under MOU #204.
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Name:	
Title:	

Regents of the University of Michigan	
Signature:	
Date:	
Name:	
Title:	

SmithGroup, Inc.	
Signature:	
Date:	
Name:	
Title:	

The American Center for Mobility	
Signature:	
Date:	4/1/2025
Name:	Reuben Sarkar
Title:	President & CEO

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Triad National Security, LLC	
Signature:	 Digitally signed by JOSEPH FITCH (Affiliate) Date: 2025.09.01 10:42:32 -06'00'
Date:	September 1, 2025
Name:	J. Patrick Fitch
Title:	Deputy Director, ST&E

Regents of the University of Michigan	
Signature:	
Date:	
Name:	
Title:	

SmithGroup, Inc.	
Signature:	
Date:	March 10, 2025
Name:	Michael J. Weingartz
Title:	Technology Studio Leader Vice President

The American Center for Mobility	
Signature:	
Date:	
Name:	
Title:	