

DECLARATION OF MR. KYLE N. SIEGAL

I, Kyle N. Siegal, M.S., J.D., of Skysong Innovations, LLC, Scottsdale, AZ, declare under penalty of perjury under the laws of the United States as follows:

1. I am the Executive Director and Chief Patent Counsel at Skysong Innovations, LLC (“Skysong”), the technology transfer and intellectual property management organization for Arizona State University (“ASU”). I joined Skysong in January 2017 and am a Registered Patent Attorney (Reg. No. 69,952) with over a decade of experience in intellectual property (IP) law.

2. In my role, I shepherd and support an interdisciplinary team that works closely with ASU faculty to identify, protect, license, and spin out innovations, particularly in life sciences, engineering, and related fields. Prior to Skysong, I practiced at a leading law firm, where I assisted clients, from startups to Fortune 500 companies, in securing and/or enforcing IP rights in areas including medical devices, pharmaceuticals, computer technologies, and consumer goods. Before law practice, I served as a regulatory affairs associate for a global medical device company.

3. I have negotiated, drafted, or overseen the IP aspects of numerous university-industry Sponsored Research Agreements (“SRAs”), and I am familiar with typical IP licensing practices at large U.S. universities.

4. SRAs are common contracts between a commercial sponsor (e.g., a company) and a university, where the sponsor funds a defined research project in

exchange for certain deliverables (*e.g.*, a document reporting the project's scientific findings) and often, to the extent any IP arises from the project, certain rights with respect to that IP.

5. Typically, the sponsor pays 100% of the direct project costs (*e.g.*, salaries, equipment) plus institutional overhead (often on the order of 50-100% depending on the university). In my experience, given that sponsors must risk making these payments up front with no guarantee that any given project will produce any commercially useful findings, let alone commercially useful IP, sponsors typically view these at-risk payments as a significant investment; depending on the project, they can reach into the hundreds of thousands of dollars or more. In return, universities typically grant sponsors an option to negotiate an exclusive, royalty-bearing commercial license to project (foreground) IP, and in some instances, as a negotiated term, may also provide rights to specific, necessary background IP so the sponsor can practice the results of the project.

6. In some instances, universities may grant sponsors a non-exclusive, royalty-free ("NERF") commercial license to foreground project IP. However, in my experience, a commercial NERF is not a routine or boilerplate term that universities typically grant automatically. When granted, such commercial NERFs are typically a specifically negotiated term that many universities do not grant as a matter of

course or take lightly given these license grants' impact on a university's ability to later exclusively license the IP at issue to a single party.

7. In my experience, when a sponsor obtains a NERF, it is almost always because the sponsor insisted (often over initial objection from the university) on that right and provided significant funding as consideration. In practice, the sponsor usually seeks the NERF precisely because it believes the funded research is likely to (or at least has a material chance to) produce valuable, commercially relevant inventions. In some instances, without the sponsor's upfront, at-risk investment, the research itself, and any patents that issue from it often would not happen at all.

8. In my role at Skysong, I am familiar with the SRA between [REDACTED] and ASU, effective May 1, 2015, funded research by Prof. Jae-sun Seo that led to the invention in the '831 Patent.

9. According to the GRP Research Agreement, [REDACTED] made substantial installment payments¹ to ASU between May 2015 and October 2016 to fund the research project. These payments were made on a fixed schedule, were mostly non-refundable, and constituted the sole consideration for ASU's performance of the work.

10. ASU retained ownership of all foreground intellectual property it developed. In exchange for its funding, [REDACTED] received (i) a non-exclusive, paid-up,

¹ [REDACTED] was obligated to pay ASU [REDACTED].

royalty-free license to University Foreground Intellectual Property, with limited sublicensing rights to its affiliates and conditioned on [REDACTED] paying its pro rata share of patent expenses in each jurisdiction it elected to maintain, and (ii) a [REDACTED], time-limited option to negotiate an exclusive worldwide royalty-bearing license while bearing all patent-prosecution costs during the option period.

11. Based on my experience in the field, [REDACTED] substantial, at-risk research funding was very likely the direct and necessary consideration for both the non-exclusive, royalty-free license and the time-limited exclusive option, rights that ASU very likely granted only because of that research funding and because the subsequent research may not have existed without that funding. The '831 Patent therefore embodies a third-party commercial investment that was made with the expectation that ASU and Skysong would pursue strong, valuable and enforceable patent rights.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true. I understand that willful false statements are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the U.S. Code.

Date: December 6, 2025

By: /Kyle N. Siegal/

Kyle N. Siegal, M.S., J.D.

Executive Director and Chief Patent Counsel

Skysong Innovations, LLC