GEMINI COMMERCIAL AGREEMENT

Google	**Google LLC** **Google Asia Pacific Pte. Ltd.** **Google Ireland Limited** *Address for Legal Notices:* 1600 Amphitheatre Parkway Mountain View, CA 94043	**Mobile Partnerships:** Christopher Li, Jinyoung Baik, David Kim **Google Legal:** Kate Lee, Larry Huang, Marie Mackey

COMPANY CONTACT DETAILS

	Company Contact Information:	Company Legal Notices to:
Attention:	Jay Kim, Seung Song	Ju-Hyun Yoo, Jayun Chung
Title:	Strategic Partnership Team (Mobile)	Legal Support & Compliance Group (Mobile)
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Effective Date: January 1, 2025

Term: Starting on the Effective Date and continuing through December 31, 2027 (inclusive) ("Term").

Renewal Term: The Term will automatically be extended through December 31, 2028 (inclusive), unless either party provides written notice to the other party in accordance with Section 8.1. For clarity, the Term will include the Renewal Term, if extended.

Ex. No.
PXR0571
1:20-cv-03010-APM
1:20-cv-03715-APM

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This Gemini Commercial Agreement, including all attachments (collectively referred to as this "Agreement"), effective as of the date noted above (the "Effective Date"), is made between:

GOOGLE LLC, organized in the state of Delaware, **GOOGLE ASIA PACIFIC PTE. LTD.**, organized in Singapore, and **GOOGLE IRELAND LIMITED**, organized in Ireland (in this Agreement, "Google" will mean Google LLC, Google Asia Pacific Pte. Ltd., and/or Google Ireland Limited, as the context requires), on the one hand; and

SAMSUNG ELECTRONICS CO., LTD., a company existing under the laws of the Republic of Korea ("Company"), on the other hand.

BACKGROUND

A.r Company desires to receive, and Google wishes to share, portions of Gemini Qualified Devicer Revenue (as defined below) from Company's implementation of a certain Gemini experience on itsr Android phones and tablets for End Users, as set out in this Agreement.r

AGREEMENT

1. DEFINITIONS

1.1 "**Activated**" or "**Activation**" means when a Gemini Qualified Device has connected to the internetr and checked into Google or its Affiliates' servers. For clarity, a Gemini Qualified Device may onlyr be Activated once.r

1.2 "**Activation Bonus**" has the meaning set forth in Attachment A.r

1.3 "**Ad**" means an advertisement served by Google or its Affiliate to an End User in connection with ar Valid Query under this Agreement.r

1.4 "**Affiliate(s)**" means, with respect to Google or Company, any current or future company controlling,r controlled by, or under common control with Google or Company, as the case may be, wherer "control" means ownership, directly or indirectly, of the shares of a company representing fiftyr percent (50%) or more of the voting rights in such company for the portion of the Term during whichr such company meets this criteria.r

1.5 "**AICore**" means the system service introduced in Android 14 that provides access to on-devicer models, such as Nano.r

1.6 "**Android**" means the open-source application framework, libraries, runtime, and kernel which are published at http://android.googlesource.com (or successor sites) as integrated in accordance withr the instructions published at https://source.android.com (or successor sites), and any softwarer development kits (SDK) made available at http://developer.android.com (or successor sites).r

1.7r "**Android Compatible Device(s)**" means, for each version of Android, phones and tablets thatr comply with the Android Compatibility Definition document, which can be found at the Androidr compatibility website (http://source.android.com/compatibility (or successor sites) and which mayr be updated from time to time).r

1.8 "**Client ID(s)**" means the range of unique alphanumeric code(s) that Google provides to Companyr pursuant to this Agreement.r

1.9 "**Deduction**" for any period during the Term means: (a) with respect to Gemini Ad Revenues, Confidential r percent Confidential of Gemini Ad Revenues for such period; and (b) with respect to Subscriptionr

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Confidential

1.52 "Territory" or "Territories" means the country or countries in which distribution of the Gemini Application and Nano is permitted as set forth in https://support.google.com/gemini/answer/14579067?hl=en&co=GENIE.Platform%3DAndroid&oco=1 with respect to Gemini Application and in Attachment D with respect to Nano, or as set forth in the Google Product Geo Availability Chart if any of the foregoing are incorporated into the Google Product Geo Availability Chart, which in each case Google may update in its reasonable discretion. For clarity, Territories exclude the People's Republic of China, Russia, and any other country where the shipping, transfer, export, or use of the Gemini Application and Nano, or any component thereof, is prohibited by any applicable export control laws, restrictions, or regulations.

Confidential

1.54 "Valid Query" means a Query received by Google or its Affiliate which: (a) contains the applicable Client ID as specified by Google to Company; (b) is not generated by any Fraudulent Act, as reasonably determined by Google; and (c) has not been modified, deleted, or appended in whole or in part by Company except as technically required in order to fulfill the obligations of this Agreement.

1.55 "Valid Results" means result(s) on a Results Page that are generated in response to a Valid Query and that is provided by Google or its Affiliate to End Users through a Gemini Entry Point.

1.56 In this Agreement, (a) "include" or "including" means "including but not limited to," and (b) examples are illustrative and not the sole examples of a particular concept.

2. GEMINI QUALIFIED DEVICES

2.1 **Device Scope.** On a device-by-device basis, Company may choose for any (a) New Device or (b) Installed Base Device, that qualifies as a Gemini Eligible Device (as described in Section 2.2) to meet the requirements for a Gemini Qualified Device (as set forth in Section 2.3) and to receive Gemini Qualified Device Revenue in accordance with this Agreement.

2.2 **Eligible Devices.** For any (a) New Device or (b) Installed Base Device (as applicable) to be considered a Gemini Eligible Device, it must be (or, for Installed Base Devices, was) sold or distributed by Company or its Affiliates in the Territories.

2.3 **Qualified Device Requirements.** For a Gemini Eligible Device to qualify and remain as a Gemini Qualified Device, and for Company to receive any Gemini Qualified Device Revenue under this Agreement in accordance with Section 7 and Attachment A, Company must comply with the following conditions with respect to such device:

(a) Company and the Gemini Eligible Device must comply with Section 3;

(b) implement the Gemini Entry Points in accordance with Attachment B;

(c) the Gemini Eligible Device will meet the following:

(i) Company will implement additional screens to be jointly developed by the parties (collectively, the "Gemini Set-Up Screens") as part of the Set-Up Wizard process and any other applicable process (which, for clarity, are in addition to any setup

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screens required under any Distribution Agreement(s) or as otherwise agreed in writing) for Google to promote any Gemini Entry Point as determined by Google. Google will provide any additional implementation instructions for the setup screens reasonably in advance;

(ii) when a factory reset is performed on a Gemini Eligible Device, such Gemini Eligible Device will enable the implementation of the Gemini Entry Points pursuant to Section 2.3(b) and Section 2.3(c)(i); and

(iii) when an End User is switching to a Gemini Eligible Device using Smart Switch, the Gemini Entry Points will be implemented on such Gemini Eligible Device as according to Attachment C; and

(d) Company will implement Nano and AICore on the Gemini Eligible Device if the Device Model for such Gemini Eligible Device meets the applicable technical requirements for such implementation, including whether Nano and AICore are available and applicable for the Device Model; provided that the foregoing implementation is subject to an annual review by the Executive Product Forum that assesses Nano's performance against industry benchmarks, with such assessment considering a totality of factors including but not limited to performance metrics, system health, and user experience ("**Annual Nano Performance Review**"). If the parties mutually agree at the Annual Nano Performance Review by the Executive Product Forum (or the Executive Partnership Forum, if requested by either party pursuant to Section 5.2(c)) that (1) Nano's performance against industry benchmarks is not meeting the parties' expectations and (2) Company has an appropriate mitigation plan upon not implementing Nano on a Gemini Eligible Device, then Company is not required to implement Nano on a Gemini Eligible Device for such Gemini Eligible Device to qualify as a Gemini Qualified Device until the next Annual Nano Performance Review.

2.4 **Product Roadmap.**

(a) Google agrees that (i) the features of the Gemini Application that Google provides for Company for Gemini Qualified Devices will be no less favorable than the features of the Gemini Application that are made available by Google on Pixel Devices, Android Compatible Devices, or iOS Devices that implement such features of the Gemini Application, and (ii) any new features of the Gemini Application not offered to Company as of the Effective Date will be made available by Google to Company no later than when such features are made available by Google on Pixel Devices, Android Compatible Devices, or iOS Devices.

3. **SETUP REQUIREMENTS**

3.1 **Client ID.**

(a) Google will provide Company with a range of Client IDs together with instructions on how such Client IDs should be implemented on Gemini Qualified Devices to ensure correct payment of Gemini Qualified Device Revenue. Company will (i) ensure that the correct Client ID(s) is properly implemented or updated in accordance with Google's instructions (as reasonably determined by Google) on each Gemini Qualified Device, (ii) use the applicable Client ID(s) for determining applicable Gemini Qualified Device Revenue, including for purposes relating to Activations, Valid Queries, and Subscription purchases, and (iii) not change such Client IDs without Google's prior written approval.

(b) Google may modify or provide new Client IDs from time to time in its reasonable discretion upon notice to Company, and Company will implement the modified or new Client ID(s).

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ATTACHMENT A

GEMINI QUALIFIED DEVICE REVENUE

I. PAYMENT

Subject to the terms and conditions of this Agreement, Google will pay Company Gemini Qualified Device Revenue during the Term as follows:

(a) Fixed Monthly Payment.

(i) Google will pay Company Confidential dollars Confidential per calendar month during the Term (each, a "Fixed Monthly Payment").

(ii) Company understands that the Fixed Monthly Payment is based on certain assumptions and forecasts of the KPIs, and that during the Executive Product Forums, the parties will evaluate the KPIs based on actual performance and available data on a monthly basis. If any evaluation reasonably indicates that any KPI is not meeting its respective KPI Target, as reasonably determined by Google (each a "**Remediation Plan Event**"), then upon the request of Google, Company will prepare a remediation plan to be presented to the next Executive Product Forum for good faith consideration (each a "**Remediation Plan**").

(iii) If any of the KPIs do not reasonably improve within three (3) months of a Remediation Plan Event, then Google may issue an EPF Request Notice to convene an Executive Partnership Forum to discuss in good faith any adjustment to the Fixed Monthly Payment and other appropriate measures ("**Remediation Measures**"), such as (among others): (1) immediate suspension of any payment of Gemini Qualified Device Revenue, including any Fixed Monthly Payments, until further remediation occurs to improve the KPIs; (2) proportional return of prior payments of Gemini Qualified Device Revenue, including any Fixed Monthly Payments; and (3) decrease in the Gemini Qualified Device Revenue, including the Fixed Monthly Payment; provided, however, that any Remediation Measures will be subject to the mutual written agreement of the parties. Notwithstanding anything to the contrary, if the Executive Partnership Forum is unable to mutually agree to the Remediation Measures within thirty (30) days of the forum, then either party may terminate this Agreement with immediate effect by providing the other party with thirty (30) days' prior written notice.

(b) Activation Bonus. For each calendar month during the Term, Google will pay Company a bonus for each Gemini Qualified Device that is Activated by an End User in a Territory during such calendar month (collectively, the "**Activation Bonus**"). The Activation Bonus amount for each Activated Gemini Qualified Device that is a New Device or Installed Base Device (as applicable) in a given Territory will be based on the pricing described in Attachment A-2. Company may only receive an Activation Bonus once for each Gemini Qualified Device.

(c) Shared Net Gemini Ad Revenue. For each calendar month during the Term, Google will pay Company [redacted] of Net Gemini Ad Revenue ("**Shared Net Gemini Ad Revenue**") generated during such calendar month.

(i) Notwithstanding anything to the contrary, Shared Net Gemini Ad Revenue will not become payable until the amount of Shared Net Gemini Ad Revenue generated solely during a given calendar month reaches Confidential dollars Confidential for such calendar month ("**Initial Shared Net Gemini Ad Revenue**"), which will then be paid by the last day of the second calendar month following the calendar month in which the Initial Shared Net

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Gemini Ad Revenue was achieved, in addition to the total amount of Shared Net Gemini Ad Revenue accrued prior to the Initial Shared Net Gemini Ad Revenue, provided, that any accrued and not paid Shared Net Gemini Ad Revenue shall be promptly paid in full when Shared Net Gemini Ad Revenue is no longer required to be paid under this Agreement.

(ii) For all New Devices and Installed Base Devices, Google may send uncompensated test Queries and traffic to the Gemini Application or make uncompensated clicks on Ads or generate uncompensated impressions of or actions regarding Ads at any time.

(d) Shared Qualified Net Subscription Revenue. For each calendar month during the Term, Google will pay Company [redacted] of Qualified Net Subscription Revenue ("**Shared Qualified Net Subscription Revenue**") generated during such calendar month.

Notwithstanding anything to the contrary, Shared Qualified Net Subscription Revenue will not become payable until the amount of Shared Qualified Net Subscription Revenue generated solely during a given calendar month reaches Confidential dollars Confidential for such calendar month ("**Initial Shared Qualified Net Subscription Revenue**"), which will then be paid by the last day of the second calendar month following the calendar month in which the Initial Qualified Net Subscription Revenue was achieved, in addition to the total amount of Shared Qualified Net Subscription Revenue accrued prior to the Initial Shared Qualified Net Subscription Revenue, provided, that any accrued and not paid Shared Qualified Net Subscription Revenue shall be promptly paid in full when Shared Qualified Net Subscription Revenue is no longer required to be paid under this Agreement.

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ATTACHMENT A-1

Fixed Monthly Payment KPIs

1. **Definitions.**

(a) "**Company KPI Devices**" means (i) Gemini Qualified Devices, (ii) that have a MSRP of [redacted] or more (which for clarity includes the local currency equivalent thereof), and (iii) were sold or distributed in a KPI Territory.

(b) "**Comparable KPI Devices**" means Android mobile devices that (i) have an end-user Gemini experience option which can be mapped to the long press side key, (ii) have a MSRP of [redacted] or more (which for clarity includes the local currency equivalent thereof), and (iii) were sold or distributed in a KPI Territory.

(c) "**Engaged Device**" means, with respect to either Company KPI Devices or Comparable KPI Devices, when all of the following have been achieved in the applicable month:

(i) In the case of Company KPI Devices, the end user sends three Queries via one of the Gemini Entry Points during the applicable month; and

(ii) In the case of Comparable KPI Devices, the end user sends three Queries via the Gemini Application during the applicable month.

(d) "**Engagement Level**" means, with respect to either (i) Comparable KPI Devices or (ii) Company KPI Devices, the level of engagement by end users during a particular month with the Gemini Application on such devices by end users during a particular month in a particular KPI Territory, as calculated as follows:

For Comparable KPI Devices:

[Total Number of Engaged Devices in the applicable month and KPI Territory that are Comparable KPI Devices] *divided by* [Total Number of Comparable KPI Devices in the applicable month and KPI Territory].

For Gemini Qualified Devices:

[Total Number of Engaged Devices in the applicable month and KPI Territory that are Company KPI Devices] *divided by* [Total Number of Company KPI Devices in the applicable month and KPI Territory].

(e) "**Engagement Level Difference**" means, with respect to the applicable month and KPI Territory in which the Fixed Monthly Payment is being evaluated: (i) the Engagement Level of Comparable Devices in the prior month for such KPI Territory; *minus* (ii) the Engagement Level of Company KPI Devices in the prior month for such KPI Territory.

(f) "**KPI**" means: (i) the key performance indicators set forth in the "KPI" column in the table under Section 2 of this Attachment A-1; and (ii) such other key performance indicators that may be added from time to time under Section 3 of this Attachment A-1.

(g) "**KPI Targets**" means: (i) the targets set forth in the "KPI Targets" column in table under Section 2 of this Attachment A-1; and (ii) such other KPI targets that may be added from time to time under Section 3 of this Attachment A-1.

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[redacted]

(h)e "**KPI Territories**" means the United States, Confidential as such may be updated from time to time by mutual agreement of the parties at an Executive Producte Forum.

2. **KPIs & KPI Targets**

KPIs	KPI Targets
Engagement Level	The Engagement Level Difference in any KPI Territory must be no greater than [redacted] percentage points, as such may be adjusted from time to time by mutual agreement of the parties at an Executive Product Forum.

3.e **Additional KPIs & KPI Targets.** During the Term, additional key performance indicators and theire corresponding targets will be discussed in good faith at the Executive Product Forums and may be added as KPIs and KPI Targets through the mutual agreement of the parties at an Executive Platform Forum, it being understood and agreed by Company that it will not unreasonably withhold, condition or delay its agreement.

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[redacted]

ATTACHMENT A-2

ACTIVATION BONUS AMOUNTS

Territories		Installed	New
Priority Plus	Premium	Confidential	
	Mass		
Priority	Premium		
	Mass		
RoW	Premium		
	Mass		

1. DEFINITIONS

(a) "Priority" means Confidential Confidential

(b) "Priority Plus" means the United States, Confidential Confidential

(c) "RoW" means those Territories that are not Priority or Priority Plus Territories, but excluding Confidential and any other country where the shipping, transfer, export, or use of the Gemini Application and Nano, or any component thereof, is prohibited by any applicable export control laws, restrictions, or regulations.

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ATTACHMENT B

GEMINI ENTRY POINT REQUIREMENTS FOR GEMINI QUALIFIED DEVICES

1. **PRODUCT EXPERIENCE**

For any Gemini Eligible Device to qualify and remain as a Gemini Qualified Device pursuant to Section 2.3(b) of the Agreement:

(a) Gemini Entry Point Configurations. Company will implement the Gemini Entry Points as according to the following configurations:

Gemini Entry Point	Configuration
Side key	Long press side key to launch the Gemini Floaty, which will solicit microphone or audio input (unless the End User chooses to provide text-only prompts) before generating and returning outputs from the Gemini Application.
Gemini Application icon	*For New Devices:* Placement in the Samsung App Tray outside of the Google folder as according to alphabetical order if the Samsung App Tray is configured to list mobile applications by alphabetical order, otherwise placement in the Samsung App Tray outside of the Google folder but adjacent to the Google Play icon. *For Installed Base Devices:* Placement via OTA at the end of the Samsung App Tray.
Hotwords	"Hey Google" and "Hey Gemini" Hotwords, in each case launching the Gemini Application.

provided, that:

(i) Google or Gemini will have the appropriate permissions and on-screen context to enable the configurations described above on the Gemini Eligible Device and to otherwise enable the proper functioning and operation of the Gemini Application and Gemini Entry Points on such Device;

(ii) Company has sole discretion in determining the selection of other functions available for End Users to choose as the function they want the side key to perform with a long press on their Gemini Eligible Device; and

(iv) if either party desires to change the foregoing table in this Section 1(a) of Attachment B, then it may discuss the proposed change in the Executive Product Forum.

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[redacted]

ATTACHMENT C

DEVICE CONFIGURATION REQUIREMENTS FOR SMART SWITCH

1.n **DEFINITIONS**

(a)n "Smart Switch" means the function provided by Company that allows End Users to transfer data to a Device and Smart Switch's successors, however named or branded.n

(b) "Source Device" means the Device that the End User is transferring from using Smart Switch.n

(c)n "Target Device" means the Device that the End User is transferring to using Smart Switch.n

1. **TARGET DEVICE CONFIGURATION**

Source Device	Target Device	Configuration
Before One UI 7.0	Before One UI 7.0	Attachment B not applicable
Before One UI 7.0	One UI 7.0 + and above	Gemini Entry Points to be implemented in accordance with Attachment B and active on the Target Device
One UI 7.0 + and above	Before One UI 7.0	Attachment B not applicable
One UI 7.0 + and above	One UI 7.0 + and above	Attachment B not applicable

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[redacted]