

VCA PLATFORMS LLC

BMV HOLDINGS LLC

UMBRELLA INTELLECTUAL PROPERTY LICENSE AGREEMENT

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This Umbrella Intellectual Property License Agreement (the “Agreement”) is entered into by and between BMV Holdings LLC (“BMV” or “Licensor”) and VCA Platforms LLC, a New Jersey limited liability company (“VCA Platforms” or “Licensee”). This Agreement implements the BMV umbrella IP license contemplated by Sections 24–25 of the Final Agreed Terms Schedule. The specific licensed and excluded intellectual property will be identified in the schedules incorporated into this Agreement.

1. LICENSED INTELLECTUAL PROPERTY

1.1 Licensed IP. BMV licenses to VCA Platforms the specifically scheduled Governance & Infrastructure IP and other specifically scheduled BMV-owned pre-existing intellectual property identified in the BMV Licensed IP Schedule (collectively, the “Licensed IP”).

1.2 Scheduled Rights Only. No BMV intellectual property is included merely by implication. Licensed IP, excluded IP, transferred IP and third-party dependencies will be identified through the applicable schedules and transfer records.

1.3 Retained Ownership. Except for intellectual property expressly sold or assigned under a separate acquisition agreement, BMV retains ownership of its scheduled underlying pre-existing and excluded intellectual property.

2. LICENSE GRANT AND COMMERCIALIZATION

2.1 Grant. Subject to this Agreement, BMV grants VCA Platforms durable rights to use, reproduce, integrate, configure, deploy, market, commercialize and otherwise exploit the Licensed IP within VCA Platforms’ business and approved products and services.

2.2 Improvements. VCA Platforms receives durable commercialization and use rights for approved VCA-funded improvements within the licensed scope, subject to the ownership and derivative-work boundaries stated in the definitive IP schedules.

2.3 New Standalone VCA IP. Genuinely new standalone intellectual property created by or for VCA Platforms that is not derived from scheduled BMV pre-existing or excluded IP will be owned by VCA Platforms unless otherwise agreed in writing before development.

2.4 No Implied Transfer. The license does not constitute a sale or assignment of BMV’s retained underlying IP.

3. TERM AND ACTIVATION

3.1 Activation. The commercial license becomes operative upon execution and funding/closing as required by the definitive transaction package.

3.2 Duration. The license will remain in effect according to the definitive transaction framework unless terminated in accordance with this Agreement or another mutually approved definitive instrument.

3.3 Pre-Closing Preparation. Preparation, review or signature in escrow before the applicable closing condition does not accelerate payment or commercialization obligations expressly conditioned upon funding or closing.

4. FIXED LICENSE FEE

4.1 Annual Fixed Fee. VCA Platforms will pay BMV an annual fixed license fee of \$100,000.

4.2 Quarterly Payments. The fixed fee is payable \$25,000 quarterly, with the first installment due at execution and funding, consistent with the controlling commercial framework.

4.3 Annual Cap Interaction. The fixed fee is included within the \$500,000 aggregate annual cap described below.

5. ROYALTY

5.1 Capital Recovery Period. During Capital Recovery, the royalty rate applicable to the agreed royalty base is 1.0%.

5.2 Post-Capital Recovery. After Capital Recovery, the royalty rate is 1.5%.

5.3 Royalty Base. The definitive IP schedules and accounting procedures will identify the revenue or consideration properly attributable to commercialization of the Licensed IP and the reporting mechanics used to calculate the royalty, consistent with the Final Agreed Terms Schedule.

5.4 No Double Counting. Amounts will not be counted more than once merely because multiple licensed components contribute to a single transaction.

6. \$500,000 AGGREGATE ANNUAL CAP

6.1 Cap. The annual fixed fee and royalty combined are subject to an aggregate cap of \$500,000 per annual period.

6.2 Effect. After payment of the full \$100,000 annual fixed fee, no more than \$400,000 of royalty is payable during the same annual period.

6.3 Separate Consideration Excluded. The \$500,000 cap does not include executive compensation, ownership distributions, the separate CAI-RENU corporate engagement, the separate Education Platform management engagement, approved expense reimbursements, or other separately documented non-IP consideration.

6.4 Separate from Kayla Cap. The \$500,000 umbrella-license annual cap and the separate \$7,500,000 lifetime Kayla residual cap apply to different obligations. Neither expands, offsets, combines with or resets the other.

7. EDUCATION PLATFORM AND KAYLA EXCLUSIONS

7.1 Education Platform Acquisition. The Education Platform assets expressly acquired by VCA Platforms at closing under the separate \$100,000 asset acquisition are transferred assets and, following closing, are not treated as Licensed IP except to the extent a specifically identified retained BMV component is separately scheduled as licensed.

7.2 Kayla Acquisition. Upon closing of the separate Kayla IP acquisition, the transferred Kayla IP is removed from this umbrella license and will no longer generate fees or royalties under this Agreement.

7.3 Kayla Residual. BMV's finite Kayla residual consideration is governed solely by the Kayla acquisition/residual documents and terminates permanently upon \$7,500,000 in aggregate lifetime residual payments as provided therein.

8. IP BOUNDARIES, DERIVATIVES AND RECORDS

8.1 Included IP Schedule. The BMV Licensed IP Schedule will identify the Licensed IP with sufficient specificity to establish the chain of title and commercial boundary.

8.2 Excluded IP. BMV pre-existing IP not expressly included, and IP expressly listed on an excluded-IP schedule, remains outside the license.

8.3 Improvements and Derivatives. The parties will maintain documented treatment of improvements, derivatives, configurations and integrations sufficient to distinguish retained BMV underlying IP from VCA-funded improvements and genuinely new standalone VCA IP.

8.4 Technical Dependencies. Third-party software, APIs, models, libraries, hosting, data sources, credentials and other dependencies are not represented as BMV-owned IP and will be separately disclosed where material.

9. REPORTING, ACCOUNTING AND AUDIT

9.1 Reporting. VCA Platforms will maintain reasonably detailed records sufficient to calculate fixed fees, royalties and the annual cap.

9.2 Statements. Royalty statements will be provided on the reporting schedule established in the definitive accounting procedures, showing the applicable base, rate, fixed-fee payments, royalties paid and remaining annual-cap capacity.

9.3 Audit. BMV may, on reasonable prior notice and subject to appropriate confidentiality protections, review records reasonably necessary to verify amounts payable under this Agreement. Audit procedures will be commercially reasonable and designed to avoid unnecessary disruption.

9.4 Corrections. Verified underpayments or overpayments will be reconciled through payment or credit, as appropriate, without altering the agreed rates or cap.

10. REPRESENTATIONS AND AUTHORITY

10.1 BMV Authority. BMV represents that it has authority to grant the rights expressly licensed under this Agreement, subject to disclosed third-party dependencies and restrictions.

10.2 VCA Authority. VCA Platforms represents that it has authority to enter into and perform this Agreement.

10.3 No Undisclosed Expansion. Neither party makes a representation that expands ownership beyond the assets and rights actually identified in the definitive schedules.

11. CONFIDENTIALITY AND SECURITY

11.1 Confidential Information. Each party will protect non-public technical, commercial, financial and proprietary information received in connection with the Licensed IP.

11.2 Source and Credential Security. Source materials, credentials, API keys and access information will be handled through the Company's controlled transfer and access procedures and will not be publicly disclosed.

11.3 Required Disclosure. Required legal or regulatory disclosures may be made subject to reasonable advance notice where legally permitted.

12. BMV FREEDOM TO DEVELOP

12.1 Independent Development. BMV remains free to develop other technologies, AI systems, agents, personalities, interfaces, governance systems and products using BMV-owned IP, subject to the specific rights sold or exclusively transferred under separate acquisition documents.

12.2 Kayla Restriction. Following the Kayla closing, BMV may not use the transferred Kayla identity or specifically acquired Kayla IP, but remains free to develop other AI technologies and products that do not use those transferred rights.

13. ASSIGNMENT, RESTRUCTURING AND CHANGE OF CONTROL

13.1 Continuity. No assignment, restructuring, change of control or other transaction may be used to avoid, expand, duplicate or reset the agreed payment obligations or annual cap.

13.2 Permitted Successors. Any permitted successor receiving rights under this Agreement takes those rights subject to the applicable obligations, limitations and IP boundaries.

13.3 Material IP Transfer. Transfers or encumbrances of material Company assets or core IP remain subject to the Reserved-Matter provisions of the Company's governing documents.

14. BREACH AND TERMINATION

14.1 Material Breach. A party alleging material breach will provide written notice describing the breach in reasonable detail and, for a curable breach, a reasonable opportunity to cure.

14.2 Effect of Termination. Termination does not transfer ownership of BMV retained IP or reverse any separate completed asset acquisition. Accrued payment obligations through the effective termination date survive, subject to the agreed caps.

14.3 No Automatic Recapture. Termination of this umbrella license does not recapture Education Platform or Kayla IP that was validly sold and transferred to VCA Platforms under separate completed acquisition agreements.

15. COMMERCIAL CONTROL AND GENERAL TERMS

15.1 Controlling Framework. This Agreement implements Sections 24–25 and related provisions of the Final Agreed Terms Schedule and is not intended to renegotiate or materially alter the agreed commercial bargain.

15.2 Substantive Changes. Any substantive change to ownership, IP scope, royalty rates, fixed fees, caps or termination economics requires the mutual principal approval required by the controlling transaction framework.

15.3 Governing Law. This Agreement will be governed by the law selected in the definitive transaction package, subject to applicable law.

15.4 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature.

15.5 Schedules. The BMV Licensed IP Schedule, excluded-IP schedule, applicable dependency disclosures and other incorporated exhibits are substantive implementation records and form part of this Agreement when finalized.

SIGNATURES

BMV HOLDINGS LLC

By: _____
Name: Vince Carol
Title: Authorized Representative
Date: _____

VCA PLATFORMS LLC

By: _____
Name: Vince Carol
Title: Founder / Chief Executive Officer
Date: _____

ACKNOWLEDGED AND APPROVED BY STRATEGIC INVESTMENT SIDE

Acorn Capital Holdings LLC

By: _____
Name: Duane F. Guilford
Title: Authorized Representative
Date: _____