

VCA PLATFORMS LLC

KEALAN — ACQUIRED INTELLECTUAL PROPERTY ASSET SCHEDULE

Schedule to VCA-PLAT-015 Kealan IP Asset Purchase & Assignment Agreement

Document ID: VCA-PLAT-016 | Status: Draft Inventory / Closing Schedule

This Schedule identifies the categories of Kealan intellectual property and related Seller-owned assets intended to be acquired by VCA Platforms LLC (“Buyer”) from BMV Holdings LLC (“Seller”) at Closing under VCA-PLAT-015. It is an inventory and chain-of-title schedule and does not independently transfer title before Closing. The final executed version should be reconciled against the actual repositories, technical inventory, documentation, ownership evidence and third-party dependencies delivered through the controlled technical-transfer process.

A. CORE KEALAN INTELLECTUAL PROPERTY

KAY-016-01 — Core Application Source. Seller-owned source code, application logic and proprietary software components comprising the Kealan product or service, to the extent actually owned and transferable by Seller.

KAY-016-02 — Prompt, Instruction & Resolver Logic. Seller-owned system prompts, instruction sets, prompt structures, resolver logic, decision pathways, response frameworks, routing rules and reusable conversational methodologies uniquely developed for or embodied in Kealan.

KAY-016-03 — Agent & Workflow Architecture. Seller-owned orchestration logic, task sequencing, handoff logic, workflow structures, automation patterns and agent behavior specifications used to operate Kealan.

KAY-016-04 — Intelligence & Context Frameworks. Seller-owned Kealan-specific structures for persistent context, structured memory, reusable knowledge, business-state handling, decision support, personalization and related intelligence-layer functionality.

KAY-016-05 — Data Models & Schemas. Seller-owned Kealan-specific data models, taxonomies, schemas, metadata structures, configuration structures and information architecture.

KAY-016-06 — Interface & Experience Components. Seller-owned user-interface components, layouts, navigation, conversational flows, administrative interfaces and product-experience logic uniquely associated with Kealan.

KAY-016-07 — Integration Components. Seller-owned integration code, adapters, connectors, routing components and reusable methods used to connect Kealan to models, APIs, databases, authentication, storage, content systems or other external services.

KAY-016-08 — Administrative & Control Components. Seller-owned Kealan-specific administrative dashboards, access-control structures, configuration tools, permissions logic, audit structures, governance controls and system-management interfaces.

KAY-016-09 — Documentation & Technical Specifications. Seller-owned architecture documents, operating documentation, technical specifications, implementation instructions, system maps, configuration records and related Kealan technical materials.

KAY-016-10 — Reusable Source Components. Seller-owned Kealan-specific source components, templates, utilities, libraries and implementation assets that are transferable and specifically identified during technical reconciliation.

B. KEALAN IDENTITY, PERSONA & PRODUCT MATERIALS

KAY-016-11 — Kealan Persona Specifications. Seller-owned written specifications defining Kealan’s persona, role, conversational behavior, voice characteristics, interaction model, response conventions and product identity.

KAY-016-12 — Scripts & Training Materials. Seller-owned Kealan-specific scripts, demonstrations, training materials, product explanations, use-case materials and operational guidance.

KAY-016-13 — Names, Designs & Brand Materials. Seller-owned Kealan-specific names, designs, graphics, product identity materials and related brand assets only to the extent owned and transferable by Seller. Any trademark rights will be identified and transferred separately where required.

KAY-016-14 — Derivative Works & Improvements. All Seller-owned modifications, enhancements, revisions, derivative works and improvements to the scheduled Kealan Assets existing as of Closing, unless expressly excluded in the final Schedule.

C. TECHNICAL DELIVERY & EVIDENCE

KAY-016-15 — Repository Mapping. Each material Kealan source component should, where applicable, be mapped to its repository, directory, branch, release, deployment or other technical location.

KAY-016-16 — Version Evidence. The transfer record may identify version numbers, commit references, timestamps, release identifiers and cryptographic hashes or comparable integrity evidence for material source artifacts.

KAY-016-17 — Dependency Manifest. A technical inventory should identify material third-party models, APIs, libraries, packages, SaaS services, hosting, storage, authentication and other dependencies required for operation.

KAY-016-18 — Credential Transition. Passwords, tokens, API keys and other secrets are not printed in this Schedule. Transferable credentials will be migrated securely; non-transferable credentials will be replaced with Buyer-controlled credentials.

KAY-016-19 — Codex-Assisted Inventory. The parties may use Codex or comparable repository-analysis tooling to generate or validate file inventories, dependency records, architecture mappings, source manifests and technical evidence. Machine-generated output should be reconciled against the actual delivered repositories before final acceptance.

D. EXPRESS EXCLUSIONS / BOUNDARIES

KAY-016-20 — Third-Party Technology. Third-party models, software, APIs, libraries, SaaS products, hosting, data, content, fonts, media and other third-party property are not acquired merely because Kealan uses or integrates with them.

KAY-016-21 — Unrelated BMV Intellectual Property. BMV governance, infrastructure, operating-system, orchestration, intelligence-layer or other background intellectual property not specifically included in the Kealan Assets remains BMV property and is governed separately where applicable.

KAY-016-22 — Education Platform Assets. The Education Platform assets governed by VCA-PLAT-012 and VCA-PLAT-013 are not purchased under this Schedule merely because the Education Platform integrates with or displays Kealan.

KAY-016-23 — Customer / Personal / Restricted Data. No customer, learner, employee, personal, regulated or restricted data transfers unless legally transferable, specifically identified and handled through an approved data-transfer process.

KAY-016-24 — No Retained Kealan Ownership. Following Closing, Seller retains no ownership, governance, approval, reversionary or control interest in the transferred Kealan Assets. BMV's separately agreed residual is an economic payment right only.

E. ECONOMIC CROSS-REFERENCE

KAY-016-25 — Purchase Price. The Kealan purchase price is \$100,000, payable from the agreed \$3,000,000 capitalization at Closing under VCA-PLAT-015.

KAY-016-26 — Residual. The BMV residual is governed by VCA-PLAT-015 and the definitive residual administration provisions: 5.0% on the first \$50,000,000 of cumulative Kealan-Attributable Revenue; 3.5% above \$50,000,000 through \$100,000,000; and 2.5% thereafter, permanently terminating once BMV has received \$7,500,000 in aggregate residual payments.

KAY-016-27 — Ownership Not Conditioned on Continuing Residual. The residual obligation does not reserve title to Kealan. Upon Closing, VCA Platforms receives the ownership transferred under VCA-PLAT-015, while the residual continues solely as the agreed contractual payment obligation until its permanent termination.

F. FINAL RECONCILIATION / CLOSING STATUS

KAY-016-28 — Final Inventory. Before execution at Closing, this Schedule should be populated or supplemented with the actual repository names, material asset identifiers, documentation references, ownership evidence, dependency status and any expressly excluded items discovered during technical reconciliation.

KAY-016-29 — Exceptions. Any unresolved ownership question, missing source component, non-transferable dependency, incomplete credential migration or other material exception should be specifically listed rather than treated as delivered.

KAY-016-30 — Closing Activation. When the parties confirm delivery and acceptance, the final Schedule may be marked ACTIVE / TRANSFER COMPLETE and incorporated into the executed VCA-PLAT-015 closing record.

G. ACKNOWLEDGMENT OF FINAL SCHEDULE

The undersigned acknowledge that the executed version of this Schedule identifies the Kealan Assets delivered or otherwise accounted for at Closing. Signature of this Schedule does not alter the purchase price, ownership transfer or residual economics established in VCA-PLAT-015 and the controlling definitive transaction documents.

SELLERBMV HOLDINGS LLCBy: _____ Name: Vince CarolTitle: Authorized
RepresentativeDate: _____ | BUYERVCA PLATFORMS LLCBy:
_____ Name: Vince CarolTitle: Authorized RepresentativeDate: _____

ACKNOWLEDGED — ACORN CAPITAL HOLDINGS LLC

By: _____ Name: Duane F. GuilfordTitle: Authorized RepresentativeDate: _____
