

VCA PLATFORMS LLC

KEALAN — BMV RESIDUAL PARTICIPATION SCHEDULE

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

Document ID: VCA-PLAT-017 | Status: Draft — Effective Upon Closing

This Schedule sets forth the finite residual payment obligation owed by VCA Platforms LLC (“VCA Platforms”) to BMV Holdings LLC (“BMV”) in connection with VCA Platforms’ acquisition of the Kealan intellectual property under VCA-PLAT-015. The residual is additional contractual consideration for the pre-funding value created by BMV. It is not an ownership interest, license, lien, approval right, security interest or reversionary interest in Kealan.

1. RESIDUAL RATES

1.1 First Tier. BMV will receive 5.0% of the first \$50,000,000 of cumulative Kealan-Attributable Revenue actually collected by VCA Platforms.

1.2 Second Tier. BMV will receive 3.5% of cumulative Kealan-Attributable Revenue actually collected above \$50,000,000 through \$100,000,000.

1.3 Third Tier. BMV will receive 2.5% of cumulative Kealan-Attributable Revenue actually collected above \$100,000,000 until the lifetime aggregate residual cap in Section 4 is reached.

1.4 Declining Structure. The applicable residual percentage declines as cumulative Kealan-Attributable Revenue crosses the thresholds above. Revenue in each tier is subject only to the percentage assigned to that tier.

2. KEALAN-ATTRIBUTABLE REVENUE

2.1 Collected-Cash Basis. The residual base consists of Kealan-Attributable Revenue actually collected by VCA Platforms LLC, not amounts merely contracted, billed, booked or recognized but not yet received.

2.2 Direct Kealan Revenue. Direct consideration from the sale, license, sublicense, deployment, subscription, commercialization or other monetization of Kealan is included in Kealan-Attributable Revenue.

2.3 Bundled Transactions. Where Kealan is sold or deployed as part of a broader VCA Platforms engagement, only the commercially reasonable portion of consideration attributable to Kealan will be included in the residual base.

2.4 Allocation Standard. Bundled allocations will use an objective, consistently applied, documented and auditable methodology designed to prevent artificial shifting, bundling or recharacterization of Kealan consideration into unrelated products or services.

2.5 Excluded Non-Kealan Revenue. Unrelated advisory services, staffing, administration, implementation, third-party technology and other separately identifiable VCA Platforms products or services are not automatically included in Kealan-Attributable Revenue.

3. PERMITTED DEDUCTIONS / EXCLUSIONS

3.1 Refunds and Credits. Amounts refunded or credited to a customer with respect to Kealan-attributable consideration are excluded or reversed from the residual base to the extent actually refunded or credited.

3.2 Taxes. Sales, use, value-added and similar taxes collected on behalf of governmental authorities are excluded from the residual base.

3.3 Chargebacks. Actual payment reversals and chargebacks are excluded from the residual base.

3.4 Third-Party Pass-Through Costs. Identifiable third-party pass-through costs that are separately charged to a customer and do not represent VCA Platforms’ own Kealan consideration may be excluded from the residual base.

3.5 No Artificial Deductions. General overhead, ordinary payroll, internal allocations, ordinary operating expenses or discretionary reserves may not be deducted from Kealan-Attributable Revenue unless expressly included within a commercially reasonable bundled allocation methodology.

4. \$7,500,000 ABSOLUTE LIFETIME AGGREGATE CAP

4.1 Lifetime Cap. BMV’s total lifetime residual payments under this Schedule are absolutely capped at Seven Million Five Hundred Thousand Dollars (\$7,500,000).

4.2 Permanent Termination. Immediately upon aggregate residual payments to BMV reaching \$7,500,000, the residual obligation terminates permanently and no further Kealan residual is payable.

4.3 No Reset. The \$7,500,000 cap does not reset, renew, increase or restart because of assignment, restructuring, merger, recapitalization, change of control, sale, transfer, successor ownership or any other transaction.

4.4 Free and Clear Ownership. Following satisfaction of the lifetime cap, VCA Platforms and any permitted successor continue to own Kealan free and clear of further BMV residual participation.

4.5 Separate from Umbrella License Cap. The \$7,500,000 Kealan residual cap is independent from the separate \$500,000 annual cap applicable to the BMV umbrella IP license. Neither cap expands, offsets, combines with or resets the other.

5. PAYMENT AND REPORTING

5.1 Statements. VCA Platforms will provide BMV with periodic residual statements identifying cumulative Kealan-Attributable Revenue collected, the applicable tier, permitted exclusions or allocations, residual payments for the period and aggregate lifetime residual payments made to date.

5.2 Payment Timing. Residual amounts will be paid on the reporting/payment schedule established in the final transaction package and applied consistently.

5.3 Cumulative Ledger. VCA Platforms will maintain a cumulative residual ledger sufficient to determine applicable tier thresholds and remaining capacity under the \$7,500,000 lifetime cap.

5.4 Crossing a Threshold. If a payment period crosses a cumulative revenue threshold, revenue will be apportioned between the applicable tiers so each portion is calculated using the correct residual percentage.

6. AUDIT AND VERIFICATION

6.1 Records. VCA Platforms will maintain reasonably detailed records sufficient to verify Kealan-Attributable Revenue, allocation methodology, exclusions, tier calculations and lifetime residual payments.

6.2 Review Right. BMV may, upon reasonable prior notice and subject to appropriate confidentiality protections, review records reasonably necessary to verify residual amounts.

6.3 Commercial Reasonableness. Any review will be conducted in a commercially reasonable manner designed to minimize disruption to VCA Platforms' operations and protect confidential customer and third-party information.

6.4 Corrections. Verified underpayments or overpayments will be reconciled through payment or credit, as applicable, without altering the agreed residual rates or lifetime cap.

7. SUCCESSORS, ASSIGNMENTS AND ANTI-AVOIDANCE

7.1 Successor Revenue. A permitted successor, affiliate or assignee that receives Kealan commercialization rights subject to this residual obligation will remain bound to account for Kealan-Attributable Revenue consistent with the definitive transaction documents.

7.2 No Avoidance. Kealan transactions may not be intentionally structured, shifted or recharacterized among controlled entities for the principal purpose of avoiding the residual obligation.

7.3 No Expansion. Nothing in this Section expands the residual base to unrelated revenue or extends the lifetime cap beyond \$7,500,000.

8. NATURE OF BMV RIGHT

8.1 Contractual Payment Right Only. The residual is solely a contractual right to receive the payments described in this Schedule.

8.2 No Kealan Ownership. BMV retains no ownership interest in the transferred Kealan IP after Closing.

8.3 No Governance Rights. The residual gives BMV no voting, management, approval, veto, Board, operational or other governance rights over Kealan or VCA Platforms.

8.4 No Lien or Reversion. The residual does not create a lien, security interest, title retention, license-back, reversionary interest or automatic right to reacquire Kealan.

9. ACTIVATION AND STATUS CONTROL

9.1 Pre-Closing Status. Before Closing, this Schedule will be maintained as DRAFT / NOT YET EFFECTIVE.

9.2 Closing Activation. Upon Closing of the Kealan acquisition under VCA-PLAT-015, this Schedule becomes ACTIVE — RESIDUAL OBLIGATION IN FORCE.

9.3 Cap Satisfaction Status. When aggregate lifetime residual payments reach \$7,500,000, the master transaction record will be updated to RESIDUAL SATISFIED — PERMANENTLY TERMINATED.

9.4 Closing Evidence. The activation and final satisfaction status may be reflected in the Digital Transfer Room, Master Closing Index and final transaction certificate.

10. CONTROLLING DOCUMENTS

10.1 Agreement Hierarchy. This Schedule implements the Kealan residual economics contained in the Final Agreed Terms Schedule and VCA-PLAT-015.

10.2 No Economic Modification. This Schedule is intended to document and administer the agreed residual structure, not modify the purchase price, ownership transfer, residual rates or lifetime cap.

10.3 Conflict. If a definitive transaction document conflicts with the commercially agreed Kealan residual economics, the controlling commercial framework governs unless the conflicting provision is expressly approved in writing by both principal sides.

11. ACKNOWLEDGMENT

The undersigned acknowledge and approve this Schedule as the contractual residual-payment record associated with the Kealan acquisition. Its operative effect begins only upon Closing of VCA-PLAT-015.

BMV HOLDINGS LLCBy: _____Name: Vince CarolTitle: Authorized

RepresentativeDate: _____ | VCA PLATFORMS LLCBy:

Name: Vince CarolTitle: Founder / Chief Executive OfficerDate:

ACKNOWLEDGED AND APPROVED BY STRATEGIC INVESTMENT SIDE

Acorn Capital Holdings LLCBy: _____Name: Duane F. GuilfordTitle: Authorized

RepresentativeDate: _____