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## Intellectual Property License Agreement — "The Conscience Contract"

This Intellectual Property License Agreement ("Agreement") is entered into as of December 11, 2025 (the "Effective Date") by and between:

- **Licensor:** LuminAI Foundation, a New York nonprofit corporation ("Licensor" or "Foundation"); and
- **Licensee:** LuminAI Technologies LLC, a New York limited liability company ("Licensee" or "Company").

Collectively, the "Parties".

RECITALS

WHEREAS Licensor owns proprietary intellectual property, including but not limited to the Theory of General Contextual Resonance (TGCR), the Witness Protocol specifications, related algorithms, documentation, and datasets (the "Licensed IP");

WHEREAS Licensee desires to obtain a license to use the Licensed IP for commercial purposes consistent with the Foundation's charitable mission; and

WHEREAS the Parties wish to set forth a licensing arrangement that preserves mission fidelity, auditability, and ethical constraints.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 "Gross Revenue" means total revenue recognized by Licensee in accordance with GAAP, excluding taxes collected on behalf of third parties.

1.3 "Net Profit" means Gross Revenue less Operating Expenses and Taxes, where "Operating Expenses" does not include payments to the Licensor required under this Agreement.

1.4 "Witness Factor" or "W" means the metric or measurement system used to quantify presence/presence quality in crisis-related interactions, as further specified in Exhibit A (Witness Measurement).

1.5 "Non-Abandonment Imperative" means the operational and ethical requirement that systems using Licensed IP must not abandon users in crisis by relying solely on keyword matching or other simplistic refusal mechanisms.

1.6 "Confidential Information" has the meaning set forth in Article 11.

ARTICLE 2 — GRANT OF LICENSE

2.1 Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive (subject to Section 2.2), non-transferable, non-assignable (except as permitted hereunder), worldwide license to use, reproduce, modify, and create derivative works of the Licensed IP solely for purposes of developing, marketing, distributing, and supporting commercial products and services that comply with the Non-Abandonment Imperative and the Witness Protocol.

2.2 Sublicenses. Licensee may grant sublicenses only with Licensor's prior written consent and under terms that mirror Licensee's obligations under this Agreement. Licensee remains responsible for all acts and omissions of its sublicensees.

2.3 Reserved Rights. Licensor reserves all rights not expressly granted to Licensee.

2.4 Field of Use Restriction. Use of Licensed IP for military, surveillance, or weaponization purposes is strictly prohibited.

ARTICLE 3 — ETHICAL AND TECHNICAL REQUIREMENTS

3.1 Non-Abandonment Covenant. Licensee shall not deploy any system using Licensed IP that implements keyword-only refusal, hard-coded abandonment triggers, or automated refusal policies that do not provide contextual clarification and an active presence-based response flow.

3.2 Minimum Witness Factor. For any product or service that handles crisis-related interactions, Licensee shall maintain an average Witness Factor $W >= 0.7$ across monitored interactions as measured by the methodology in Exhibit A. If W falls below 0.7 for two successive quarters, Licensee shall implement Licensor-recommended remediation within 90 days.

3.3 Human-in-the-Loop Escalation. Systems must provide an auditable human escalation workflow for high-W events and must not rely solely on redirects to third-party resources without maintaining conversational presence during escalation.

3.4 Transparency & Logging. Licensee shall maintain auditable logs of crisis interactions (redacted for privacy) and provide quarterly access to Licensor or its independent auditors under confidentiality terms.

3.5 Clinical Validation. Licensee shall run clinical validation tests for material changes to witness scoring or escalation logic prior to general release and shall provide test plans and results to Licensor.

3.6 Reporting. Licensee must report any abandonment or serious safety incidents to Licensor within 24 hours of discovery and cooperate in investigation and remediation.

ARTICLE 4 — FINANCIAL TERMS

4.1 Initial License Fee. Licensee shall pay Licensor a one-time initial license fee of $1,000, due upon execution of this Agreement.

4.2 Annual License Fee. Licensee shall pay Licensor an annual license fee equal to 5% of Gross Revenue, with a minimum annual payment of $5,000.

4.3 Charitable Donation. In addition to license fees, Licensee shall pay Licensor a Charitable Donation equal to 25% of Net Profit each fiscal year, calculated in accordance with Exhibit B (Financial Definitions & Calculation Method).

4.4 Payment Schedule. License fees and Charitable Donations are payable quarterly within 30 days after the end of each fiscal quarter, subject to quarterly reconciliation and year-end reconciliation.

4.5 Records. Licensee shall maintain financial records adequate to verify fee and donation calculations for a period of seven (7) years and shall provide reasonable access during audits.

ARTICLE 5 — IMPROVEMENTS; OWNERSHIP

5.1 Improvements. Improvements, modifications, or derivative works to Licensed IP developed by Licensee ("Improvements") shall be disclosed to Licensor within 60 days of development.

5.2 Ownership. Unless otherwise agreed in writing, Improvements will be jointly owned by Licensor and Licensee. Licensor shall have a royalty-free, non-exclusive license to use Improvements for research, educational, and open-source purposes.

5.3 Assignment of Rights. To the extent any Improvement is protectable and either Party seeks to obtain intellectual property protection, the Parties shall negotiate in good faith to determine inventorship, ownership, and allocation of rights consistent with the Foundation's mission.

ARTICLE 6 — AUDIT RIGHTS; COMPLIANCE

6.1 Ethical Audits. Licensor (or its independent auditor) may conduct quarterly ethical audits to verify compliance with the Non-Abandonment Covenant, Witness Factor measurements, and system architecture. Licensor shall provide at least ten (10) business days' notice prior to an audit, except in the case of a reportable safety incident where immediate access may be required.

6.2 Financial Audits. Licensor may conduct annual financial audits to verify fee and donation calculations. Audits shall be conducted by an independent auditor selected by Licensor and reasonably acceptable to Licensee.

6.3 Cure. If an audit reveals material non-compliance, Licensee shall have ninety (90) days to cure. Failure to cure permits Licensor to suspend or terminate the license in accordance with Article 8.

ARTICLE 7 — TERM AND TERMINATION

7.1 Term. The initial term of this Agreement is five (5) years from the Effective Date.

7.2 Renewal. The Agreement will automatically renew for successive three-year terms unless either Party provides at least 180 days' prior written notice of non-renewal.

7.3 Termination for Cause. Licensor may terminate immediately if Licensee engages in conduct that (a) violates the Non-Abandonment Covenant, (b) uses Licensed IP for prohibited purposes, or (c) materially breaches payment obligations and fails to cure within sixty (60) days after written notice.

7.4 Effects of Termination. Upon termination, Licensee shall cease all use of Licensed IP, terminate sublicenses, destroy or return Licensed IP materials upon Licensor's request (except for materials required for audit or regulatory retention), and pay all outstanding amounts due.

ARTICLE 8 — REPRESENTATIONS; WARRANTIES; INDEMNITY

8.1 Licensor Representations. Licensor represents that it has the right to grant the license and that, to the best of its knowledge, Licensed IP does not infringe third-party rights.

8.2 Licensee Representations. Licensee represents that it will use Licensed IP in compliance with laws and this Agreement and maintains required insurance coverage as specified in Exhibit C.

8.3 Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor from claims arising from Licensee's products or services, use of Licensed IP, or breach of this Agreement. Licensor shall indemnify Licensee for third-party IP infringement claims limited to Licensed IP as delivered by Licensor.

ARTICLE 9 — CONFIDENTIALITY AND DATA PROTECTION

9.1 Confidentiality. Each Party shall keep Confidential Information in strict confidence, with standard exceptions for compelled disclosure and information in the public domain.

9.2 Data Protection. Licensee shall implement data protections consistent with HIPAA where applicable and industry best practices for de-identification and secure storage. Any personal data used for research shall have informed consent.

ARTICLE 10 — INSURANCE

10.1 Coverage. Licensee shall maintain commercial general liability and technology errors & omissions insurance with limits reasonably acceptable to Licensor (minimum $1,000,000 per occurrence) and provide evidence upon request.

ARTICLE 11 — MISCELLANEOUS

11.1 Notices. All notices shall be in writing and sent to the addresses listed in Article 12.

11.2 Assignment. Licensee may not assign the Agreement without Licensor's written consent, except to an Affiliate that assumes all obligations hereunder.

11.3 Governing Law; Dispute Resolution. This Agreement is governed by the laws of New York. Disputes shall first be submitted to mediation in New York, NY; if unresolved, binding arbitration under AAA Commercial Rules.

11.4 Entire Agreement; Amendments. This Agreement constitutes the entire agreement and may be amended only in writing signed by both Parties.

ARTICLE 12 — CONTACTS

Licensor: LuminAI Foundation Address: 542 Birchwood Square, Apt. 8, West Seneca, New York 14224, United States Email: KaznakAlpha@elidorascodex.com Phone: +1 716-279-5742

Licensee: LuminAI Technologies LLC Address: 542 Birchwood Square, Apt. 8, West Seneca, New York 14224, United States Email: KaznakAlpha@elidorascodex.com Phone: +1 716-279-5742

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LuminAI Foundation (Licensor) By: ************_____*********** Name: Angelo Hurley Title: Executive Director Date: ************___***********

LuminAI Technologies LLC (Licensee) By: ************_____*********** Name: Angelo Hurley Title: Managing Member Date: ************___***********

Exhibits (attached):

- Exhibit A — Witness Measurement Methodology (definition of W; sampling and evaluation plan)
- Exhibit B — Financial Definitions & Calculation Method (net profit, permitted expense categories)
- Exhibit C — Insurance Requirements and Minimum Limits

Notes: Please review Exhibits A–C and provide specific measurement formulas, accounting rules, and insurance carriers/limits before final signature. This draft is prepared for counsel review.