



[Lightningstudios.ai](https://lightningstudios.ai)

847-212-8777

# CONSULTING TERMS AND CONDITIONS

Last Modified: November 5th, 2025

## 1. INTRODUCTION

Lightning is in the business of providing certain Services, as further described in the Consulting Terms and Conditions and Client's Statement of Work (collectively the "Agreement"). By accessing and using the Services, Client is agreeing to be bound by this Agreement.

By purchasing, accessing or using the Services offered by Lightning, as set out in the Statement of Work, Client is confirming that Client has read, understands and accepts Agreement.

## 2. DEFINITIONS AND INTERPRETATION

Some capitalized terms are defined in this Section 2 and others are defined contextually elsewhere in the Agreement. For purposes of this Agreement, "Lightning" means Infinity Constellation, Inc. d/b/a Lightning, and "Client," means the person or entity listed as Client on the Statement of Work or, if no such person is listed, then the person or entity who accepts the Agreement when ordering Services. If permitted in the Statement of Work, Client may include an affiliate of Client, and such affiliate's employees or agents.

1. **"Lightning Platform"** means means Lightning's proprietary AI learning and orchestration platform, including its underlying software, infrastructure, tools, and user interfaces, that enable corpus ingestion, multi-agent orchestration, dialogue systems, integrations, and related services, as made available to Client in connection with the Services.
2. **"HOW Corpus"** means the proprietary collection of writings, talks, documents, case studies, frameworks, and other intellectual materials owned or provided by Dov Seidman or the HOW Institute, including all derivatives, taxonomies, and metadata created therefrom in connection with the Services.
3. **"Client Content"** means all data, documents, case studies, frameworks, or other materials provided or made available by Client to Lightning in connection with the Services, including but not limited to the HOW Corpus.
4. **"Trained Models"** means any machine learning or AI models that are trained, tuned, or otherwise developed specifically using the HOW Corpus or derived materials.

5. **"De-Identified Data"** is defined in Section 7.2.
6. **"Effective Date"** means the date of signature of Client's Statement of Work by the Party signing last.
7. **"Statement of Work"** means a document agreed to by the Parties that sets forth specific details regarding the Services to be performed, including deliverables, timelines, and fees.
8. **"Third Party"** means any individual or entity other than the Parties to this Agreement or their respective affiliates.
9. **Definitions in this Agreement.** Expressions defined in this Agreement shall bear the same meaning in any Statement of Work, unless otherwise stated therein. Where any term is defined within the context of any particular clause in the Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that the term has not been defined in this Section 2 of this Agreement.

### 3. TERM

1. This Agreement shall commence on its Effective Date and shall continue for an initial term of one (1) year, and thereafter shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term, or until it is terminated in accordance with its terms. Each Statement of Work will commence on the effective date of such Statement of Work and shall continue for the period provided therein, subject to termination as provided for in this Agreement.

### 4. SERVICES

1. **Scope of Services.** Lightning shall provide to Client services relating to the design, development, and implementation of the Ask Howie prototype and associated systems. These Services may include, but are not limited to:
  - a. **Corpus Development:** ingestion, structuring, and curation of the HOW Corpus, including proprietary writings, talks, case studies, and frameworks provided by Client;
  - b. **Taxonomy & Framework Encoding:** development of dynamic taxonomies, metadata, and philosophical frameworks that capture Client's intellectual architecture (including Governance, Culture, and Leadership principles, paradoxes, and wave-making concepts);
  - c. **AI & Dialogue Systems:** development of multi-agent orchestration, Socratic dialogue engines, and conversational interfaces aligned with Dov Seidman and the HOW Institute principles;
  - d. **Prototype Development:** design and delivery of a working alpha prototype with session memory, context retention, and integration capabilities;
  - e. **Integration Architecture:** setup of baseline API or MCP connections (e.g., calendar, email, or other tools) with privacy-first safeguards;
  - f. **Community & Learning Features:** plans for contribution systems, feedback dashboards, and other features supporting collective learning;

- g. **Consulting Services:** strategic, philosophical, and technical consulting to ensure fidelity to Client's mission and intellectual property.
- 2. **Status and Precedence.** Statements of Work are subject to the terms and conditions of this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and an Statements of Work, the applicable terms and conditions of the applicable Statement of Work shall govern and control.
- 3. **Platform License Grant.** Subject to the terms of this Agreement and payment of applicable fees, Lightning grants to Client a limited, non-exclusive, non-transferable license to access and use the Lightning Platform solely for the purpose of receiving the Services and operating the Ask Howie prototype.
  - a. **Deliverable Access.** Upon completion and full payment for any Statement of Work, Client shall retain perpetual access to the specific deliverables and functionalities developed under that Statement of Work, even if no subsequent Statement of Work is executed or this Agreement terminates. Such continued access includes the right to use the delivered prototype or system in its delivered state without additional maintenance obligations from Lightning.
  - b. **Platform Continuity.** Client's continued use of delivered systems may be subject to pass-through costs (such as third-party AI provider costs) at Lightning's actual cost, if applicable. Lightning shall not be obligated to provide maintenance, updates, or support for delivered systems beyond the term of the applicable Statement of Work unless separately agreed.
  - c. **Business Discontinuation.** In the event Lightning ceases operations or discontinues the Lightning Platform, Lightning agrees to use commercially reasonable efforts to transfer or assign to Client the necessary rights and access to continue operating the delivered Ask Howie prototype and associated systems developed under this Agreement, or to provide Client with a reasonable transition period and technical documentation to enable Client to maintain the system independently or through a third party.
- 4. **License Restrictions.** Client shall not, and shall not permit any third party to: (i) sublicense, distribute, sell, resell, or make the Lightning Platform or Services available to any third party; (ii) modify, adapt, alter, translate, or create derivative works of the Lightning Platform; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Lightning Platform; (iv) remove, alter, or obscure any proprietary notices on the Lightning Platform; (v) use the Lightning Platform or Services for any unlawful purpose, to harass or spam any third party, or in violation of this Agreement; or (vi) access the Lightning Platform to build a competitive product or service.
- 5. **Project Phases.** The Services may be delivered in phases as outlined in the applicable Statement of Work. Phase 1 deliverables must be approved before proceeding to subsequent phases. Future phases and ongoing maintenance are subject to separate agreement and Phase 1 deliverable approval.
- 6. **Statement of Work Flexibility.** The structure, format, and deliverables outlined in any Statement of Work represent one potential approach to achieving the project objectives. Lightning and Client acknowledge that the actual implementation may be adapted and reconstructed based on early project

conversations, Client feedback, and evolving project requirements, provided both parties agree to such modifications in writing.

## 5. CLIENT RESPONSIBILITIES

1. **Client Accounts.** Lightning shall issue to Client, or shall authorize a Client administrator to issue, a password for each authorized user to use Client's account on the Lightning Platform. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by the appropriate authorized user. Client is solely responsible for any and all usage of the Services resulting from access through any authorized user's username and password. Client shall promptly notify Lightning of any unauthorized use of Client's account (including each password of each user accessing the Services by means of Client's account) or any other breach of security known to Client.

## 6. INTELLECTUAL PROPERTY

1. **Ownership of Client Content.** All intellectual property rights in Client Content remain solely with Client. Lightning acquires no ownership rights in Client Content. All intellectual property rights in and to the proprietary data provided by Dov Seidman or the How Institute, documents, writings, talks, frameworks, taxonomies, case studies, and other content provided to Lightning (collectively, the "HOW Corpus") remain the sole and exclusive property of Dov Seidman or the HOW Institute. Lightning acquires no ownership rights in the HOW Corpus.
2. **De-Identified Data.** Notwithstanding anything in this Section or Agreement to the contrary, Client agrees that Lightning may use Client Content to create De-Identified Data. "**De-Identified Data**" means data and information that is collected or created by Lightning while providing the Services that does not identify any individual, or Client.
3. **Lightning Property.** Lightning retains all rights, title, and interest in and to the Lightning Platform and all systems, processes, software, tools, data (excluding Client Content), and proprietary methods used in providing the Services, including any improvements or modifications thereto, whether or not developed specifically for Client.
4. **Work Product.** All custom methodologies, frameworks, analyses, and deliverables created specifically for Client during individual consulting services shall be owned by Client upon full payment. For AI learning systems specifically: Client shall own the trained models, curated corpus, and system outputs specific to Client's intellectual framework. Lightning retains ownership of: (i) the Lightning Platform, its underlying architecture, and Pre-Existing IP; (ii) any generalized frameworks, methodologies, or processes that are not specific to the HOW Corpus; and (iii) insights and improvements derived from the engagement that can be applied in a de-identified, non-HOW-specific manner to Lightning's consumer applications or future client systems. Lightning retains ownership of its general methodologies, Pre-Existing intellectual property, and the right to use general insights for future work. "**Pre-Existing IP**" means any intellectual property, methodologies, concepts, processes, techniques, know-how, tools, templates, frameworks, or other proprietary materials that: (i) were developed, created, or acquired by Lightning prior to the Effective Date of this Agreement; (ii) are developed by Lightning independently of and without use of Client's Confidential Information; or (iii) are general knowledge, skills, experience, or expertise that Lightning possessed prior to performing Services for

Client.

5. **Feedback.** To the extent Client provides any feedback or suggestions to Lightning regarding the Services, processes, or platform functionality, such feedback shall be deemed non-confidential with respect to process improvements and general insights, and Lightning shall be free to use such insights to improve its general methodologies and future client services without restriction or obligation. However, Lightning shall not quote, publish, or otherwise use Client's written feedback as testimonials, endorsements, or attributed statements in any marketing, promotional, or public-facing materials without Client's prior written consent.
6. **Client Intellectual Content.** Client warrants that it has all necessary rights to provide its writings, talks, citations, and other intellectual content for inclusion in the AI system. Client grants Lightning a license to use such content solely for the purpose of developing and operating the How Institute (HOWie) system during the term of this Agreement.

## 7. TERMINATION

1. **Termination for Cause.** Either Party may terminate this Agreement or any active Statement of Work upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice specifying the nature of the breach. If the breach is not capable of being cured (e.g., a breach of confidentiality, violation of applicable law, or infringement of intellectual property), termination shall be effective immediately upon written notice.
2. **Immediate Termination Rights.** Either Party may terminate this Agreement immediately upon written notice if:
  1. The other Party becomes the subject of any voluntary or involuntary bankruptcy, insolvency, receivership, or similar proceeding, or ceases to operate in the ordinary course of business;
3. **Effect of Termination.** Upon termination or expiration of this Agreement:
  1. All active Statement of Works shall automatically terminate upon termination or expiration of this Agreement, regardless of their individual expiration dates.
  2. Each Party shall return or destroy all confidential or proprietary information of the other Party in its possession, except as required to retain for legal or compliance purposes;
  3. All licenses and authorizations granted under this Agreement shall immediately terminate, including any power of attorney issued by Client to Lightning;
  4. Each Party shall promptly pay all undisputed fees and costs incurred up to the date of termination under any active Statement of Work;
  5. Sections that, by their nature, are intended to survive termination (including but not limited to Indemnification, Limitations of Liability, Confidentiality, Intellectual Property and Dispute Resolution) shall survive.
4. **No Refunds; Final Accounting.** Except where expressly stated in a Statement of Work, all fees paid are non-refundable. Upon termination, Lightning shall issue a final invoice, and Client shall pay any remaining balance within fifteen (15) days of receipt.

## 8. FEES AND PAYMENT

1. **Fees.** Client agrees to pay Lightning the fees set forth in the applicable Statement of Work for the Services performed under this Agreement.
2. **Invoicing and Payment.** Unless otherwise stated in an applicable Statement of Work:
  1. Unless otherwise specified in the Statement of Work, invoices are due and payable upon receipt. For the How Institute (HOWie) Phase 1 project: Total fee of \$40,000 payable in four (4) monthly installments of \$10,000 each, with the first payment due upon contract signing in October 2025 and subsequent payments due on the same day of each following month.
  2. Payments shall be made in U.S. dollars by ACH, credit card or other mutually agreed payment method as determined in the Statement of Work. Payments shall be made to Infinity Constellation.
3. **Late Payments.** Any amounts not paid when due shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by applicable law, if less), compounded monthly, from the due date until paid in full. Lightning reserves the right to suspend Services in the event of payment default.
4. **Taxes.** All fees are exclusive of applicable sales, use, excise, value-added, or other taxes, levies, or duties imposed by taxing authorities. Client shall be responsible for all such taxes except for taxes based on Lightning's net income. If Lightning is required to collect or pay any such taxes on Client's behalf, Lightning shall invoice Client for such amounts, and Client shall pay such amounts in accordance with this Section.
5. **No Setoff.** Client may not withhold, offset, or reduce payments owed under this Agreement for any reason, including alleged breach or counterclaim, without Lightning's prior written consent or a final court order.

## 9. CONFIDENTIALITY

1. **Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means all non-public, proprietary, or confidential information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in any form (whether oral, written, visual, electronic, or other) that is non-public or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:
  1. Technical and business information, trade secrets, know-how, methods, and processes;
  2. Business plans, financial data, product and service roadmaps, pricing, and customer lists;
  3. Lightning's proprietary tools, systems, templates, and documentation used to deliver Services.
2. **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written documentation:
  1. Was lawfully in its possession without obligation of confidentiality prior to disclosure;
  2. Is, or becomes, publicly available through no act or omission of the Receiving Party;
  3. Is lawfully disclosed to the Receiving Party by a third party without restriction and without breach of any confidentiality obligation; or

4. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
3. **Confidentiality Obligations.** The Receiving Party shall:
  1. Use the Confidential Information only as necessary to perform its obligations or exercise its rights under this Agreement;
  2. Not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except to its employees, contractors, and legal or financial advisors who have a legitimate need to know such information and are bound by obligations of confidentiality at least as protective as those contained herein;
  3. Use the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and
  4. Promptly notify the Disclosing Party in writing upon becoming aware of any unauthorized use or disclosure of Confidential Information.
4. **Legal Disclosure.** If the Receiving Party is required by law, court order, or governmental authority to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent legally permissible) so that the Disclosing Party may seek a protective order or other appropriate remedy. If disclosure is ultimately required, the Receiving Party shall disclose only the minimum information necessary to comply with the legal requirement and shall use reasonable efforts to ensure continued confidentiality.
5. **Return or Destruction.** Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or securely destroy all Confidential Information, including all copies, extracts, and summaries thereof, unless retention is required by law or for legal recordkeeping purposes.
6. **Equitable Relief.** Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies, without the requirement to post a bond or prove actual damages, in addition to any other remedies available at law or in equity.
7. **Duration of Obligation.** The confidentiality obligations set forth in this Section shall survive for five (5) years from the date of disclosure of the Confidential Information, or for as long as such information qualifies as a trade secret under applicable law, whichever is longer.

## 10. WARRANTIES AND DISCLAIMERS

1. **Mutual Warranties.** Each Party represents and warrants that:
  1. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
  2. The execution and delivery of this Agreement have been duly authorized by all necessary corporate or organizational actions.
2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LIGHTNING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL

IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIGHTNING DOES NOT GUARANTEE SPECIFIC OUTCOMES FROM CONSULTING SERVICES OR PLATFORM USAGE.

## 11. INDEMNIFICATION

1. **Client Indemnification.** Client shall indemnify, defend, and hold harmless Lightning, its affiliates, officers, directors, employees, contractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all third-party claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
  1. Any claim challenging Client's ownership or right to enforce the intellectual property rights that form the basis of any enforcement action, including but not limited to monetary claims for lost profits, business interruption, or other economic damages arising from enforcement actions taken against third parties;
  2. Client's gross negligence or willful misconduct;
  3. Client's breach of any warranty, representation, or obligation under this Agreement;
  4. Any use of the Services by Client in a manner not expressly authorized by this Agreement or applicable law.
2. **Lightning Indemnification.** Lightning agrees to indemnify, defend, and hold harmless the Client, its affiliates, officers, directors, employees, contractors, and agents from and against any and all third-party claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to allegations that Lightning's intellectual property or materials provided under this Agreement infringe or misappropriate any third party's intellectual property rights unless (i) such infringing intellectual property was not supplied or directed by Lightning, or was combined with other products, services, processes, or materials not supplied or directed by Lightning (where the alleged infringement relates to such combination); or (ii) any such infringement claim is based upon Client intellectual property.
3. **Indemnification Procedures.** Each Party (an "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") in writing of any claim for which indemnity is sought (provided that failure to do so will not relieve the Indemnifying Party of its indemnity obligations (except to the extent materially prejudiced thereby) and will cooperate in the defense at the Indemnifying Party's expense. The Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent unless such settlement fully and unconditionally releases Lightning from all liability.

## 12. LIMITATION OF LIABILITY

1. **Exclusion of Certain Damages.** To the maximum extent permitted by law, in no event shall either Party be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, including but not limited to lost profits, business interruption, loss of data, loss of goodwill, or costs of procurement of substitute services, regardless of the cause of action and even if advised of the possibility of such damages.

2. **Limitation on Direct Damages.** Other than (i) indemnification obligations under Section 12 of this Agreement, or (ii) claims arising from a Party's gross negligence or willful misconduct, in no event shall either Party's total liability arising out of or relating to this Agreement, whether in contract, tort or otherwise, exceed the total amount of fees paid by Client to Lightning under this Agreement during the twelve (12) month period immediately prior to the event giving rise to the claim.

## 13. DISPUTE RESOLUTION

1. **Binding Arbitration.** Any dispute between the Parties shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator with experience in commercial and technological matters. The arbitration shall take place in New York, New York, and the proceedings shall be conducted in English.
2. **Injunctive Relief.** Notwithstanding the foregoing, either Party may seek temporary or permanent injunctive relief or other equitable remedies in a court of competent jurisdiction to prevent or stop unauthorized use or disclosure of its intellectual property or Confidential Information.
3. **Judgment and Costs.** The arbitrator's decision and award shall be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. The prevailing Party in any arbitration or court proceeding shall be entitled to recover its reasonable attorneys' fees and costs.
4. **Governing Law and Venue.** This Agreement shall be exclusively governed by the laws of the State of Delaware (and all federal laws applicable therein). The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the State of Delaware in respect of all matters and disputes arising hereunder.

## 14. GENERAL

1. **Entire Agreement and Amendments.** This Agreement and the Statement of Work (including the addendums, amendments, or attachments) constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter. No amendment or modification of this Agreement will be effective unless set forth in the Statement of Work, or as amendments, modifications or addendums to this Agreement and must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Lightning.
2. **Publicity.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications; provided, however, that Client grants Lightning the limited right to include Client's name and logo (if applicable) on Lightning's website and other promotional materials to identify Client as a customer.
3. **Relationship of Parties.** The Parties are independent contractors. Nothing contained in the Agreement will create a joint venture or partnership, establish a relationship of principal and agent, establish a

relationship of employer and employee, or create any other relationship of a similar nature between the Parties. Neither Party will represent the other Party in any capacity, bind the other Party to any contract, or create or assume any obligation on behalf of the other Party for any purpose whatsoever, except as expressly authorized by this Agreement.

4. **Notices.** Notices permitted or required to be given hereunder will be deemed sufficient if given by e-mail, or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties in the Statement of Work. Notices so given will be effective upon the earlier to occur of (a) receipt by the party to which notice is given, or (b) if sent by registered or certified mail, the fifth (5th) business day following the date such notice was posted, whichever occurs first.
5. **Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any event preventing performance of an obligation which is beyond the reasonable control of either Party. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. If a force majeure event occurs and its effect continues for a period of sixty (60) days or more, either Client or Lightning may give to the other a notice of termination, which shall take effect ten (10) days after the giving of the notice.
6. **Survival.** The provisions of this Agreement regarding Indemnification, Limitation of Liability, Warranties and Disclaimers, Intellectual Property, Confidentiality, Breach and Termination, Dispute Resolution will survive the expiration or termination of this Agreement.
7. **Waiver.** The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.
8. **No Assignment.** Neither Party shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
9. **Severability.** To the extent possible, each provision of this Agreement and any Statement of Work shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Statement of Work issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Statement of Work, but rather the entire Agreement or Statement of Work shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.
10. **No Conflict.** Lightning represents and warrants that Lightning is not obligated under any agreement with a third party that conflicts with a provision of this Agreement and that Lightning has the authority to enter into and perform according to the terms of this Agreement.

11. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

12. **Deliverables and Milestones.** The specific deliverables and timeline for the How Institute (HOWie) project are:

- **Weeks 1–4:** Corpus development and taxonomy design.
  - **Weeks 3–6:** Dialogue engine development and testing.
  - **Weeks 6–8:** Multi-agent orchestration setup and testing.
  - **Weeks 8–10:** Integration framework setup.
  - **Weeks 10–12:** Outline community features, refinements to system construction and prototype
  - **Week 13:** Alpha prototype launch with stakeholder testing.
-

# EXHIBIT A - STATEMENT OF WORK

## PROJECT: THE HOW INSTITUTE (HOWie) AI LEARNING AND HUMAN OPERATING SYSTEM

**Client:** Dov Seidman

**Effective Date:** November 5, 2025

**Project Duration:** 3 months (November 2025 - January 2026)

### Project Description

Lightning will develop an alpha prototype of **Ask Howie**, a human operating system built on Dov Seidman's HOW philosophy. The prototype will encode 30 years of HOW thinking—spanning trust, culture, leadership, paradoxes, and moral decision-making—into an interactive digital companion. Ask Howie is designed not just as a moral leadership coach, but as a system that enables individuals and organizations to consistently do *the next right thing, not just the next thing right*.

This Phase 1 prototype will demonstrate the feasibility of translating Dov Seidman and the HOW Institute's unique intellectual corpus into a scalable, AI-enabled platform that embodies its philosophy with fidelity, while creating a foundation for future integrations with HOW programs such as the NextGen Fellowship and broader enterprise deployments.

### Scope of Work

Lightning will provide the following services:

Lightning will provide the following services in Phase 1:

#### 1. Corpus Development and Taxonomy

- Curate and structure up to 5,000 documents from Dov Seidman's writings and related sources.
- Build a dynamic taxonomy aligned with HOW's frameworks, including:
  1. Governance, Culture, Leadership (GCL) Framework
  2. Wave-making principles
  3. Trust paradoxes (extend vs. inspect, inspire vs. insist, etc.)
  4. Concepts such as *Tzimtzum* and collective action.

#### 2. Socratic Dialogue Engine

- Develop AI-driven questioning modes designed to surface counterintuitive insights
- Implement pedagogical contrasts (situational vs. sustainable values).
- Ensure conversations gradually build users' moral leadership "muscles" rather than fostering dependency.

#### 3. Multi-Agent Orchestration

- Implement six specialized agents representing HOW principles:
  1. Operating System Agent (framework manager)
  2. Pause Practice Facilitator (4R's: Reflect, Reconnect, Rethink, Reimagine)

3. Trust Architect
4. Wave Maker
5. Contraction Coach
6. Case Study Curator

#### 4. Integration Architecture

- Establish a baseline MCP/API integration (e.g., calendar or email).
- Enable context-aware coaching (pre-meeting prep, in-meeting guidance, post-meeting reflection).
- Design privacy-first protocols for sensitive workplace data.

#### 5. Community & Learning Features - Proposal

- Lay out frameworks for system for users to nominate insights.
- Outline buildout for feedback dashboard to turn failed interactions into learning opportunities.
- Create suggested pathways to support crowdsourced case study expansion.

#### 6. Deliverables

- **Working Alpha Prototype:** Conversational interface with <5 second response time, session memory, and context retention.
- **HOW Knowledge System:** Structured taxonomy and case study database.
- **Technical Documentation:** Metadata schema, case study guidelines, integration specifications.
- **User Testing & Iteration:** 10–15 stakeholder sessions with analysis of results.

## Timeline & Milestones

- **Weeks 1–4:** Corpus development and taxonomy design.
- **Weeks 3–6:** Dialogue engine development and testing.
- **Weeks 6–8:** Multi-agent orchestration setup and testing.
- **Weeks 8–10:** Integration framework setup.
- **Weeks 10–12:** Outline community features, refinements to system construction and prototype
- **Week 13:** Alpha prototype launch with stakeholder testing.

## Payment Terms

- **Total Phase 1 Cost:** \$40,000
- **Payment Schedule:** Two monthly installments of \$20,000
- **First Payment:** Due upon contract signing (November 2025)
- **Subsequent Payment(s):** Due on the same day of each following month

## Acceptance Criteria

Each milestone deliverable will be considered accepted upon Client's written approval. If Client requires additional time to review deliverables or is temporarily unavailable, Client shall provide written acknowledgment to Lightning indicating the expected timeframe for full review and feedback. Lightning will make good faith efforts to accommodate reasonable review periods.

Deliverables shall be deemed accepted if Client does not provide substantive written feedback within twenty (20) business days of delivery, provided that:

(a) Lightning has made good faith efforts to ensure Client received and had opportunity to review the deliverable;

(b) Client has not provided notice of being unavailable or needing additional review time; and

(c) The delay in feedback is not due to any deficiency in the deliverable or failure by Lightning to meet the specifications outlined in the Statement of Work.

This provision is intended to prevent indefinite delay while respecting both parties' good faith obligations. Simple acknowledgment of receipt (such as "received, will review" or "on vacation, will review upon return") shall constitute written feedback sufficient to pause the acceptance timeline.

## **Future Phases**

Ongoing maintenance and future phases are subject to Phase 1 deliverable approval and separate agreement.

## **Communication & Reporting**

- Bi-weekly status updates via email
- Monthly progress meetings
- Access to project management tools as agreed

### **CLIENT SIGNATURE:**

---

Dov Seidman

Date: \_\_\_\_\_

### **LIGHTNING SIGNATURE:**

---

Bobby George, CEO

Date: \_\_\_\_\_