

COMMERCIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into and made effective as of March 1, 2025, by and between:

LANDLORD: Capital Factory Real Estate

TENANT: NeuralPath AI Inc

WHEREAS, Landlord is the owner of certain real property located at 700 Innovation Drive, Level 3, Austin, TX 78701; and

WHEREAS, Tenant desires to lease said premises for the purpose of technology office, software development, data processing, and server room operations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - PREMISES

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located at 700 Innovation Drive, Level 3, Austin, TX 78701, comprising approximately 4,500 rentable square feet (the "Premises"), as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

1.2 The Premises consist of approximately 4,500 square feet of Gross space as measured in accordance with BOMA standards (ANSI/BOMA Z65.1-2017).

ARTICLE 2 - TERM

2.1 The term of this Lease shall commence on March 1, 2025 (the "Commencement Date") and shall expire on February 28, 2027 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Lease.

2.2 Renewal Options: No formal renewal option. Upon expiration of the initial term, this Lease shall convert to a month-to-month tenancy at 110% of the final month's rent. Either party may terminate the month-to-month tenancy upon sixty (60) days written notice.

ARTICLE 3 - RENT

3.1 Base Rent: Tenant shall pay to Landlord base monthly rent in the amount of \$18,000.00 per month, payable in advance on the first day of each calendar month during the term of this Lease. Annual base rent equals \$216,000.00.

3.2 Security Deposit: Tenant shall deposit with Landlord a security deposit in the amount of \$36,000.00, to be held by Landlord as security for the faithful performance by Tenant of all terms, covenants, and conditions of this Lease. The security deposit shall be returned to Tenant within thirty (30) days following the expiration or earlier termination of this Lease, less any amounts applied to cure Tenant defaults.

3.3 Escalation: No rent escalation during the initial two-year term. If the Lease converts to

month-to-month, rent shall be 110% of the final month's base rent.

3.4 Late Payment: If any installment of rent is not received by Landlord within five (5) business days after the due date, Tenant shall pay a late charge equal to 5% of the overdue amount, plus interest at the rate of 1.5% per month on the unpaid balance.

ARTICLE 4 - PERMITTED USE

4.1 Technology office, software development, data processing, and server room operations. Tenant may install computing equipment not exceeding the electrical and cooling capacity of the premises as specified in Exhibit B.

4.2 Tenant shall not use the Premises for any unlawful purpose or in any manner that would constitute a nuisance, violate any applicable zoning ordinance, or increase the rate of insurance on the Premises or the building in which the Premises are located.

ARTICLE 5 - LEASE TYPE AND ADDITIONAL CHARGES

5.1 Lease Type: This Lease is a Gross lease.

5.2 CAM Charges: All common area maintenance is included in the gross rent. Tenant has full access to shared conference rooms, kitchens, phone booths, event space, and outdoor terraces at no additional charge.

5.3 Tax Obligations: All real estate taxes are included in the gross rent. Tenant has no separate tax obligation.

ARTICLE 6 - RENEWAL OPTIONS

6.1 No formal renewal option. Upon expiration of the initial term, this Lease shall convert to a month-to-month tenancy at 110% of the final month's rent. Either party may terminate the month-to-month tenancy upon sixty (60) days written notice.

ARTICLE 7 - TERMINATION

7.1 Either party may terminate this Lease upon ninety (90) days prior written notice at any time after the first twelve (12) months of the term. If Tenant terminates during the initial term, Tenant shall forfeit the security deposit.

7.2 Upon expiration or termination, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear excepted, and shall remove all personal property and trade fixtures.

ARTICLE 8 - MAINTENANCE AND REPAIRS

8.1 Tenant Responsibilities:

- Interior furnishings and personal property
- IT infrastructure including network cabling and equipment
- Server room supplemental cooling equipment
- Interior cleanliness above standard janitorial

8.2 Landlord Responsibilities:

- All building systems including HVAC, electrical, plumbing, and fire safety
- Janitorial services five (5) days per week
- Building security and access control
- Parking garage maintenance
- All common areas and shared amenities
- Elevator maintenance

ARTICLE 9 - INSURANCE

9.1 Tenant shall maintain the following insurance coverages throughout the term of this Lease:

- General Liability (\$2,000,000 per occurrence)
- Cyber Liability (\$2,000,000 per occurrence)
- Property Insurance (contents and equipment)

9.2 Minimum aggregate coverage: \$2,000,000.

9.3 Tenant shall name Landlord as an additional insured on all liability policies and shall provide Landlord with certificates of insurance upon request.

9.4 All insurance policies shall be issued by carriers with an A.M. Best rating of A- VII or better.

ARTICLE 10 - KEY PROVISIONS AND SPECIAL TERMS

10.1 100 Gbps dedicated fiber internet connectivity is included in the rent. Service is provided by AT&T Fiber with a guaranteed 99.99% uptime SLA.

10.2 Dedicated server room (approximately 200 SF) with supplemental CRAC cooling and UPS backup. Power capacity: 30 kW.

10.3 Access to four (4) shared conference rooms (seats 6-20) via online booking system. Priority booking for Level 3 tenants.

10.4 Secure bike storage for up to 20 bicycles on Level B1, with shower facilities on Level 1.

10.5 Dog-friendly policy: Tenant may bring up to three (3) well-behaved dogs to the premises. Tenant is responsible for any damage caused by animals.

10.6 Landlord provides complimentary coffee, tea, and filtered water in common kitchen areas.

ARTICLE 11 - DATA SECURITY

Landlord shall maintain physical security measures including keycard access, CCTV monitoring of common areas and entry points, and 24/7 security personnel. Landlord shall not access Tenant's server room without Tenant's prior consent except in the case of emergency (fire, flood, or imminent threat to life safety).

ARTICLE 12 - COMMUNITY EVENTS

Landlord hosts weekly community events including tech talks, networking events, and social gatherings. Tenant's employees are welcome to attend. Tenant may host events in the common event space subject to availability and Landlord's event policies.

GENERAL PROVISIONS

Governing Law: This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located, without regard to conflict of law principles.

Entire Agreement: This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral.

Amendments: This Lease may not be modified or amended except by a written instrument signed by both Landlord and Tenant.

Notices: All notices required or permitted under this Lease shall be in writing and shall be deemed delivered when personally delivered, or three (3) business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective parties at the addresses set forth above or at such other address as either party may designate by notice.

Severability: If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver: The failure of either party to enforce any provision of this Lease shall not be construed as a waiver of such provision or the right to enforce it at a later time.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

Capital Factory Real Estate

Date: March 1, 2025

TENANT:

NeuralPath AI Inc

Date: March 1, 2025