FORGE PLATFORM LICENSE AGREEMENT

Standard Form v0.5, October 2026. Commercial terms for each licensee are set in the Order Form (Schedule C).

This Forge Platform License Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between StrataMind Holdings LLC, a Nevada limited liability company, doing business as Foundry Labs ("Foundry"), and [LICENSEE LEGAL NAME], a [JURISDICTION] [ENTITY TYPE] ("Licensee"). Foundry and Licensee are each a "Party" and together the "Parties."

Foundry has developed the Forge kernel, which translates raw industrial equipment data into canonical fields with stated provenance, refuses rather than guesses when confidence is below its acceptance threshold, and flags borderline resolutions for human review, and issues signed records that can be verified independently. Licensee operates a software platform that serves industrial customers and wishes to embed the Forge kernel in that platform. The Parties therefore agree as follows.

1. DEFINITIONS

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests.

1.2 "Competitor" means any person whose primary business includes licensing or selling software that translates industrial equipment data into a canonical data model, or that issues verifiable records of industrial equipment data, in competition with the Kernel.

1.3 "Corpus Update" means a versioned, digitally signed update to the vendor packs, decoder tier or mappings within the Kernel, issued by Foundry.

1.4 "Deployment" means any running instance of the Kernel within the Platform, whether operated by Licensee or an End Customer, and whether used for production, staging, testing, failover, disaster recovery or temporary scaling. Licensee may run unlimited Deployments within the scope stated in the Order Form; fees are driven by NTE usage, not by the number of Deployments.

1.5 "Documentation" means Foundry's technical documentation for the Kernel, including the API reference and the record-verification specification. For each Kernel release, the Documentation published with that release (identified by version) governs that release.

1.6 "End Customer" means a third party that obtains access to the Platform from Licensee for its own internal business purposes.

1.7 "Fees" means the Platform Fee and all usage fees payable under this Agreement and any Order Form.

1.8 "Heartbeat" means the periodic outbound message sent by each Deployment to Foundry's control plane, containing only the data described in Schedule B.

1.9 "Kernel" means Foundry's proprietary normalization engine in object-code form, together with its vendor packs, decoder tier, embedding index, verification keys, Corpus Updates and Documentation, as delivered by Foundry under this Agreement. The Kernel excludes the Published Materials, Third-Party Components and the Excluded Offerings.

1.10 "Normalized Telemetry Event" or "NTE" means each individual tag-value pair submitted to the Kernel for resolution. A single request containing N tag-value pairs constitutes N NTEs.

1.11 "Order Form" means a document executed by both Parties that references this Agreement and states the Platform Fee, licensed scope, named accounts, the Territory and other commercial terms.

1.12 "Outputs" means the canonical values, refusals and associated metadata returned by the Kernel in response to data submitted by Licensee or an End Customer.

1.13 "Platform" means Licensee's software product or service identified in the Order Form, into which the Kernel is embedded.

1.14 "Published Materials" means the canonical schema and tag mappings that Foundry publishes under the MIT License at the repository and version identified in the Documentation.

1.15 "Safety-Direction Defect" means a defect that can cause the Kernel to return a value, or a determination permitting an action, where the Documentation states that it will refuse.

1.16 "Signed Record" means a record produced by the Kernel that carries a hash and a digital signature in Foundry's record format, allowing any party to verify that the record has not been altered since issue.

1.17 "Third-Party Components" means open-source or third-party software included in the Kernel container image, as listed in the notices file delivered with each release.

2. LICENSE GRANT

2.1 Grant. Subject to Licensee's compliance with this Agreement, including payment of all undisputed Fees, Foundry grants Licensee a non-exclusive, non-transferable (except under Section 21.3), non-sublicensable (except under Section 2.2) license during the Term and within the Territory, in object-code form only, to (a) install and run the Kernel as part of the Platform, within the scope stated in the Order Form; (b) make the Kernel's functionality available to End Customers through the Platform; and (c) use the Documentation in support of (a) and (b).

2.2 End Customers. Licensee may permit End Customers to use the Kernel solely as embedded in the Platform and in object-code form, under written terms that include at least the provisions in Schedule D. Licensee shall use reasonable efforts to enforce those terms and shall promptly notify Foundry of any breach that comes to its attention. Licensee is liable for an End Customer's breach only to the extent Licensee failed to impose the Schedule D terms or failed to take reasonable enforcement steps after becoming aware of the breach.

2.3 Branding. Licensee may offer the Kernel's functionality under Licensee's own brand. Licensee shall not remove or alter the signature, hash or format of any Signed Record.

2.4 Contractors and Affiliates. Licensee may permit its Affiliates and contractors to exercise the rights in Section 2.1 solely on Licensee's behalf and for the Platform, and Licensee remains responsible for their acts and omissions. Each separate product or platform, whether operated by Licensee or an Affiliate, requires its own Order Form.

2.5 Published Materials and Third-Party Components. The Published Materials are licensed under the MIT License, and Third-Party Components are licensed under their own licenses as listed in the notices file. Nothing in this Agreement restricts Licensee's rights under those licenses, and those licenses govern where they conflict with this Agreement for the relevant component. Foundry

represents that, to its knowledge, no Third-Party Component is licensed on terms that would require Licensee to disclose the source code of the Platform.

2.6 Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Foundry. No implied licenses are granted.

3. RESTRICTIONS

3.1 Except as expressly permitted by this Agreement, by the licenses referred to in Section 2.5, or by applicable law that cannot be waived by contract, Licensee shall not, and shall not permit any third party to:

(a) modify, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, decoder tables, vendor packs, embedding index or any other unpublished component of the Kernel;
(b) extract, copy, reconstruct or systematically harvest the Kernel's unpublished mappings or decoder logic, including by repeated querying designed to reproduce them;
(c) distribute, sell, lease or sublicense the Kernel on a standalone basis or other than as embedded in the Platform;
(d) use the Kernel, its Outputs or any unpublished Kernel material to reconstruct the Kernel or to build, train or tune a substitute normalization engine, decoder or canonical-mapping product, whether for Licensee or a Competitor;
(e) disable, circumvent, alter or interfere with the Heartbeat, metering, license validation or record-verification functions of the Kernel;
(f) alter any Signed Record or present an altered record as a Signed Record;
(g) make any representation, warranty or claim about the Kernel's capabilities, accuracy or safety that is inconsistent with the Documentation; or
(h) use the Kernel in violation of applicable law, including export control and sanctions laws.

3.2 Permitted Evaluation. Nothing in Section 3.1 prevents Licensee from performing internal security testing, quality assurance, procurement evaluation, interoperability testing or benchmarking of the Kernel for its own purposes, provided Licensee does not publish benchmark results without Foundry's prior written consent, which shall not be unreasonably withheld.

4. DELIVERY, DEPLOYMENT AND UPDATES

4.1 Delivery. Foundry shall deliver the Kernel as a container image through a private registry, together with the Documentation for that release and a notices file for Third-Party Components. Each release is identified by an immutable content digest, which Foundry publishes in its release notes. Licensee should deploy by digest. Licensee shall be deemed to have accepted the initial delivery on its first production use or thirty (30) days after delivery, whichever is earlier, unless it notifies Foundry within that period of a material non-conformity with the Documentation.

4.2 Corpus Updates. Foundry may issue Corpus Updates from time to time. Each Corpus Update is digitally signed, and the Kernel will reject any update whose signature does not verify.

4.3 Version Pinning. Licensee may pin any Kernel release or Corpus Update for up to ninety (90) days after a newer release is issued. Foundry supports the current release and the immediately preceding release.

4.4 Critical Updates. If Foundry reasonably determines that a release corrects a Safety-Direction Defect, Foundry may designate it a critical update. Foundry shall give Licensee written notice describing the defect, the affected versions and the fix, and shall make the update available for testing. Licensee shall deploy a critical update within thirty (30) days, or within fourteen (14) days if the defect is being actively encountered in Licensee's Deployments, and shall apply any interim mitigation Foundry documents in the notice until the update is deployed. Each critical update shall be deployable in place of the prior release without schema changes unless the notice states otherwise, and Licensee may roll back to the prior release for up to seven (7) days if the update causes a material regression unrelated to the defect. If Licensee declines a critical update, Foundry has no warranty or support obligation for issues the update would have corrected.

4.5 Deprecation. Foundry shall give at least one hundred eighty (180) days' written notice before removing a documented API endpoint or materially changing the Signed Record format. Records issued in a superseded format remain verifiable under Section 11.4.

4.6 Deployment Responsibility. Licensee is responsible for installing, operating, securing and scaling each Deployment on infrastructure it or its End Customers control. Foundry has no warranty or support obligation for issues caused by unsupported environments, modifications not made by Foundry, or releases outside the supported versions.

5. METERING, HEARTBEAT AND LICENSE VALIDATION

5.1 Heartbeat. Each Deployment sends a Heartbeat containing only the data listed in Schedule B. The Heartbeat never contains telemetry values or personal data.

5.2 Unresolved Tag Names. Unresolved tag names are sent so that Foundry can improve the Kernel's coverage. Licensee may configure any Deployment to omit tag names and send only counts, in which case Foundry will not improve coverage from that Deployment's data.

5.3 System of Record. NTE counts reported by the Heartbeat are the system of record for usage fees, subject to Sections 5.7 and 7. Foundry shall make monthly usage reports, by Deployment, available to Licensee.

5.4 Offline Tolerance. A Deployment continues to operate normally for up to thirty (30) consecutive days without a successful Heartbeat, and reports the accumulated counts when connectivity returns.

5.5 Degraded Mode. A Deployment enters degraded mode only if (a) it has not completed a successful Heartbeat for more than thirty (30) consecutive days, or (b) Foundry has suspended the license under Section 5.6. In degraded mode it refuses new action-grade determinations and continues to (i) return reads and refusals, (ii) issue and verify Signed Records, and (iii) allow any request to stop or hold equipment. The Kernel never blocks a stop or hold request in any mode.

5.6 Suspension. Foundry may suspend the license, causing Deployments to enter degraded mode, only if (a) undisputed Fees remain unpaid more than thirty (30) days after written notice of non-payment, or (b) Licensee materially breaches Section 3 and fails to cure within ten (10) days after written notice, or immediately if the breach cannot be cured, or (c) Licensee breaches Section 14, subject to the cure periods in Section 14.3. Foundry shall not suspend for amounts Licensee disputes in good faith under Section 6.6. Foundry shall restore the license promptly once the cause is resolved.

5.7 Reconciliation. If either Party identifies corrupted, duplicated or missing counts, or counts affected by clock, connectivity or system failures, the Parties shall reconcile them using Deployment logs and Heartbeat data, and Foundry shall issue a credit or corrected invoice accordingly.

5.8 No Interference. Licensee shall not take any action intended to reduce reported NTE counts below actual usage.

6. FEES AND PAYMENT

6.1 Platform Fee. Licensee shall pay the annual platform fee stated in the Order Form (the "Platform Fee"), which is sized to the licensed scope and will be no less than one hundred fifty thousand US dollars (US$150,000) per year unless the Order Form states otherwise. The Platform Fee is invoiced annually in advance.

6.2 Usage Fees. Licensee shall pay usage fees for NTEs at the graduated rates in Schedule A. Each rate applies only to NTEs within its tier, in the manner of tax brackets. Usage is not capped. Foundry will provide budget alerts on request. If the Order Form designates Deployments as non-production, NTEs from those Deployments are charged at the non-production rate stated in the Order Form.

6.3 Minimum Commitment. No minimum commitment applies beyond the Platform Fee unless the Order Form states otherwise.

6.4 Pilot Credit. If Licensee paid for a Foundry pilot of the Kernel (currently a thirty (30) day pilot at US$25,000), the pilot fee is credited in full against the first year's Platform Fee, provided this Agreement is signed within sixty (60) days after the pilot ends.

6.5 Invoicing and Payment. Usage fees are invoiced monthly in arrears. All invoices are due within thirty (30) days of the invoice date, in US dollars, net of Licensee's own bank charges. Late undisputed amounts accrue interest at the lesser of one percent (1%) per month or the maximum rate permitted by law. Overpayments are credited against the next invoice or refunded on request.

6.6 Disputes. Licensee may dispute an invoice in good faith by written notice within thirty (30) days of receipt, stating the reasons. Licensee shall pay the undisputed portion when due. The Parties shall work to resolve the dispute within thirty (30) days, using the reconciliation process in Section 5.7 where relevant.

6.7 Taxes. Fees exclude taxes. Licensee is responsible for all sales, use, value-added, withholding and similar taxes, other than taxes on Foundry's net income. If Licensee is required to withhold tax, it shall provide official receipts or other documentation reasonably needed for Foundry to claim any available credit.

6.8 Price Changes. Foundry may change the rates in Schedule A effective at the start of a renewal term, by written notice given at least ninety (90) days before that renewal, so that Licensee has time to give notice of non-renewal under Section 18.1.

6.9 Price Protection. Rate increases under Section 6.8 shall not exceed five percent (5%) of the prior term's rates per renewal term.

7. AUDIT

7.1 No more than once per calendar year, on at least thirty (30) days' written notice, Foundry may verify Licensee's NTE usage and compliance with Sections 2 and 3 for the preceding twenty-four (24) months, against Deployment logs and Heartbeat data, during normal business hours and without unreasonable disruption. Where the audit requires access to Licensee's Platform records, it shall be performed by an independent auditor that is not a Competitor of Licensee and is bound by confidentiality, and shall be limited to information relevant to this Agreement.

7.2 Licensee shall retain Deployment logs reasonably needed to verify NTE usage for at least twenty-four (24) months.

7.3 If an audit shows underpayment, Licensee shall pay the shortfall within thirty (30) days. If the underpayment exceeds five percent (5%) of the fees due for the audited period, Licensee shall also reimburse Foundry's reasonable costs of the audit.

8. SUPPORT

8.1 Channel. Licensee may submit support tickets through Foundry's support portal or by email to the support address stated in the Order Form, or any successor channel Foundry designates in writing. Each Party shall also designate a security contact for incident notices under Section 10.

8.2 Response. Foundry shall provide an initial response to each ticket within twenty-four (24) hours, seven (7) days a week, and shall work on issues according to the severity levels in Schedule E. Foundry does not guarantee resolution times.

8.3 First-Line Support. Licensee provides first-line support to its End Customers and escalates to Foundry only issues that Licensee reasonably believes arise from the Kernel.

8.4 Maintenance. Foundry shall give at least forty-eight (48) hours' notice of planned maintenance to its control plane or registry. Deployments continue to operate during control-plane maintenance under Section 5.4.

8.5 Named Contact. Each Party shall designate a named technical contact.

8.6 Control-Plane Availability. Foundry shall maintain monthly availability of at least 99.5% for its container registry and Heartbeat endpoint, measured by five-minute health checks excluding scheduled maintenance notified under Section 8.4. Availability is measured at the registry and Heartbeat endpoints themselves; the Section 5.4 offline tolerance is Licensee's operational safeguard during any unavailability, not an exclusion from the availability measurement. Foundry shall publish current-month availability to Licensee on request. This commitment does not create service credits; Licensee's remedy for sustained unavailability is the offline tolerance in Section 5.4.

8.7 Quarterly Business Review. Once per calendar quarter, Foundry shall provide Licensee with a written summary of NTE usage trends, tag-coverage statistics for Licensee's Deployments (to the extent tag-name reporting is enabled under Section 5.2; where tag-name reporting is not enabled, Foundry shall provide refusal-rate trends by reason code), and a non-binding preview of the upcoming Corpus Update roadmap. The Parties may schedule a call to review it.

9. CHANNEL PROTECTION AND EXCLUSIVITY

9.1 Channel Protection. During the Term, Foundry shall not directly license the Kernel to any End Customer named in the Order Form as a Licensee account ("Named Accounts"), except through Licensee or with Licensee's written consent. This restriction continues for twelve (12) months after termination or expiry, unless Foundry terminated for Licensee's uncured breach.

9.2 No Exclusivity. The license is non-exclusive. Exclusivity within a named vertical or named accounts may be agreed for an additional fee stated in the Order Form.

10. DATA AND SECURITY

10.1 Customer Data. As between the Parties, data submitted to the Kernel by Licensee or End Customers ("Customer Data") belongs to Licensee or the applicable End Customer. Because the Kernel runs on infrastructure Licensee or its End Customers control, Foundry does not receive Customer Data except as listed in Schedule B or as Licensee chooses to send it for support ("Support Data").

10.2 Use Limitation. Foundry shall use Heartbeat data and Support Data only to provide, support, bill for and improve the Kernel, and shall not sell it or disclose it to third parties except to service providers bound by confidentiality who process it on Foundry's behalf. Foundry shall not use Customer Data values to train machine-learning models.

10.3 Security. Foundry shall maintain reasonable administrative, technical and physical safeguards for Heartbeat data and Support Data, including encryption in transit, access limited to personnel who need it, and logging of access to production systems.

10.4 Retention. Foundry shall retain Heartbeat data for no longer than twenty-four (24) months, except aggregated, de-identified counts and tag-to-field mappings used to improve the Kernel, and shall delete Support Data within ninety (90) days after the related ticket is closed, unless Licensee asks for earlier deletion.

10.5 Incidents. Each Party shall notify the other's security contact without undue delay, and in any event within seventy-two (72) hours, after becoming aware of unauthorized access to the other Party's data or to the Kernel's signing or verification keys, and shall cooperate reasonably in the response.

10.6 Feedback. If Licensee or an End Customer submits corrections, confirmations, suggested mappings or other feedback about the Kernel ("Feedback"), Licensee grants Foundry a perpetual, irrevocable, worldwide, royalty-free license to use the Feedback to improve the Kernel. Foundry shall not add tag names or mappings derived from Licensee's Feedback to the Published Materials without Licensee's consent. Feedback never includes telemetry values, and Foundry shall not identify Licensee or any End Customer as its source.

10.7 Personal Data. The Kernel is not designed to process personal data, and Schedule B data does not include it. If Foundry nonetheless processes personal data on Licensee's behalf, Foundry acts as Licensee's service provider or processor, processes it only to perform this Agreement and on Licensee's documented instructions, does not sell or share it, and, on request, the Parties shall sign a data processing addendum on customary terms.

11. OWNERSHIP, OUTPUTS AND RECORD VERIFICATION

11.1 Foundry IP. Foundry and its licensors own all right, title and interest in the Kernel, the Signed Record format and the verification keys, including all modifications, improvements and derivative works of them made by or for Foundry. Because Licensee may not modify the Kernel (Section 3.1(a)), no modification of the Kernel by Licensee is contemplated; to the extent any such modification is nonetheless made, Licensee hereby assigns it to Foundry and shall sign any documents reasonably needed to confirm that assignment.

11.2 Licensee IP. Licensee owns the Platform, excluding the Kernel, together with its pre-existing intellectual property, its independently developed Platform components and its general know-how. Nothing in this Agreement assigns any of these to Foundry.

11.3 Outputs. As between the Parties, Outputs generated from Customer Data belong to Licensee or the applicable End Customer. Foundry retains its rights in the underlying Kernel, mappings and record format embodied in or used to produce the Outputs.

11.4 Record Verification. For at least seven (7) years after each Signed Record is issued, Foundry shall keep publicly available the verification keys, key history and verification tools needed to verify it, including after termination of this Agreement. Foundry shall publish key rotations in advance where practicable, shall publish a revocation notice promptly if a signing key is compromised, and shall give at least one hundred eighty (180) days' notice before migrating to a new signature algorithm. Records signed with a revoked or superseded key remain verifiable as to their original issue unless the revocation notice states otherwise.

12. CONFIDENTIALITY

12.1 Each Party shall protect the other Party's non-public information disclosed under this Agreement ("Confidential Information") with the same degree of care it uses for its own confidential information of a similar nature, and no less than reasonable care, use it only to perform this Agreement, and disclose it only to employees, contractors and advisors who need to know it and are bound by obligations at least as protective. The unpublished components of the Kernel are Foundry's Confidential Information.

12.2 These obligations do not apply to information that is or becomes public through no fault of the receiving Party, was known to it without restriction, is independently developed, or is lawfully received from a third party. A Party may disclose Confidential Information as required by law if, where lawful, it gives the other Party prompt advance notice and reasonable assistance to seek protective treatment, and discloses only what is required.

12.3 These obligations survive for three (3) years after termination, and indefinitely for source code, decoder tables and trade secrets.

13. WARRANTIES AND DISCLAIMERS

13.1 Mutual. Each Party warrants that it has the authority to enter into this Agreement.

13.2 Kernel Performance. Foundry warrants that, during the Term, each supported release of the Kernel will perform materially in accordance with the Documentation for that release, including returning a refusal rather than a value where the Documentation states that it will refuse. This warranty

does not cover issues excluded under Section 4.6 or caused by Licensee's failure to deploy a critical update. Licensee's exclusive remedy for breach of this warranty is for Foundry to use commercially reasonable efforts to correct the non-conformity and, if Foundry cannot do so within sixty (60) days, for Licensee to terminate this Agreement and receive a pro-rata refund of prepaid Platform Fees for the remaining Term and a refund of usage fees paid for the affected Deployments during the period of non-conformity.

13.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING THIS SECTION 13 AND FOUNDRY'S OBLIGATIONS UNDER SECTION 16.1, THE KERNEL, OUTPUTS AND DOCUMENTATION ARE PROVIDED "AS IS," AND FOUNDRY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOUNDRY DOES NOT WARRANT THAT THE KERNEL WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT IT WILL RESOLVE ANY PARTICULAR TAG.

14. SAFETY-CRITICAL USE

14.1 The Kernel is not a safety function and is not a safety-rated component. It is not designed, tested or certified to perform any safety function, and it does not replace safety-rated controls, interlocks or emergency-stop systems.

14.2 Licensee shall not market the Kernel or the Platform as providing a safety function on the basis of the Kernel, shall pass through to End Customers, without alteration, the safety notice provided in the Documentation, and shall ensure that End Customers do not use Outputs as the sole basis for any safety-critical or life-safety decision. Licensee and its End Customers remain responsible for the safety of their equipment and operations.

14.3 If Foundry reasonably believes that the Kernel is being used in breach of this Section 14, Foundry may suspend the affected Deployments under Section 5.6 immediately if the breach is ongoing, or after written notice and a five (5) business-day opportunity to cure if the breach has ceased or is threatened. Suspension never blocks stop or hold requests.

15. INSURANCE

15.1 If the Order Form states insurance requirements, each Party shall maintain the stated coverage at its own cost during the Term and provide a certificate of insurance on reasonable request.

16. INDEMNIFICATION

16.1 By Foundry. Foundry shall defend Licensee against any third-party claim alleging that the Kernel (including Corpus Updates), as delivered by Foundry and used in accordance with this Agreement and the Documentation, infringes that third party's patent, copyright or trademark or misappropriates its trade secret, and shall pay the damages and costs finally awarded or agreed in settlement. If such a claim arises or is likely, Foundry shall use commercially reasonable efforts to modify the Kernel so that it is non-infringing with materially equivalent functionality, or to obtain a license for continued use, and only if neither is commercially reasonable may Foundry terminate this Agreement and refund prepaid fees for the remaining Term. Foundry has no obligation for claims arising from Customer Data,

modifications not made by Foundry, combination with items not supplied or documented by Foundry, or use in breach of this Agreement.

16.2 By Licensee. Licensee shall defend Foundry against any third-party claim arising from (a) the Platform, excluding the Kernel as delivered; (b) Customer Data; (c) use of the Kernel or Outputs in breach of Sections 3 or 14; or (d) any commitment, representation or warranty Licensee made to an End Customer about the Kernel that is not authorized by this Agreement or the Documentation, and shall pay the damages and costs finally awarded or agreed in settlement.

16.3 Procedure. The indemnified Party shall promptly notify the indemnifying Party, give it sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying Party's expense; provided that failure to provide timely notice does not relieve the indemnifying Party of its obligations except to the extent the indemnifying Party is actually and materially prejudiced by the delay. The indemnified Party may participate with counsel of its choice at its own cost. No settlement may impose obligations on the indemnified Party, admit fault on its behalf, or restrict its products or its relationships with End Customers without its prior written consent.

17. LIMITATION OF LIABILITY

17.1 Exclusion. EXCEPT FOR UNCAPPED CLAIMS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR PRODUCTION, HOWEVER CAUSED, EVEN IF ADVISED OF THEIR POSSIBILITY.

17.2 General Cap. EXCEPT FOR SUPER-CAP CLAIMS AND UNCAPPED CLAIMS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE FEES PAID AND PAYABLE BY LICENSEE TO FOUNDRY IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY AND (B) ONE YEAR'S PLATFORM FEE (THE "GENERAL CAP").

17.3 Super-Cap. EACH PARTY'S TOTAL LIABILITY FOR SUPER-CAP CLAIMS SHALL NOT EXCEED THREE (3) TIMES THE GENERAL CAP. "Super-Cap Claims" means a Party's obligations under Section 16 and breach of Section 10 or Section 12, other than Uncapped Claims.

17.4 Uncapped Claims. "Uncapped Claims" means (a) Licensee's breach of Section 3, or either Party's infringement or misappropriation of the other Party's intellectual property other than a Party's obligations under Section 16 (which are subject to the Super-Cap in Section 17.3); (b) Licensee's obligation to pay Fees; and (c) a Party's fraud, gross negligence or wilful misconduct.

18. TERM AND TERMINATION

18.1 Term. This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months. It then renews automatically for successive twelve (12)-month terms unless either Party gives notice of non-renewal at least sixty (60) days before the end of the current term (together, the "Term").

18.2 Termination for Breach. Either Party may terminate this Agreement on written notice if the other Party materially breaches it and fails to cure the breach within thirty (30) days after receiving notice.

18.3 Insolvency. Either Party may terminate this Agreement on written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings that are not dismissed within sixty (60) days.

18.4 Transition Period. On termination or expiry, Licensee shall stop making new End Customer commitments that depend on the Kernel. Unless Foundry terminated for Licensee's uncured breach of Section 3 or uncured non-payment of undisputed Fees, existing Deployments may continue to operate for a paid transition period of one hundred eighty (180) days, at the usage rates then in effect and a pro-rata Platform Fee, during which Foundry shall continue support under Section 8 and provide reasonable transition assistance. At the end of the transition period Licensee shall cease all use of the Kernel and certify deletion of all copies.

18.5 Survival. Sections 1, 3, 7 (for one year), 9.1, 10, 11 (including 11.4), 12, 13.3, 14, 16, 17, 18.4, 18.5, 19.1 and 21, and any payment obligations, survive termination.

19. SOURCE CODE ESCROW

19.1 If elected in the Order Form, at Licensee's expense, Foundry shall deposit the Kernel's source code, build instructions and decoder tables with a mutually agreed escrow agent within thirty (30) days of the Effective Date and update the deposit with each major release. The deposit will be released to Licensee if Foundry (a) ceases to carry on business in the ordinary course without a successor that assumes this Agreement, (b) materially fails to provide support under Section 8 for sixty (60) consecutive days after written notice, or (c) undergoes a change of control in which a direct competitor of Licensee acquires control of Foundry and the successor does not confirm in writing, within thirty (30) days, that it will continue to perform this Agreement. On release, Licensee receives a non-exclusive license to use, maintain and modify the deposit solely to support Deployments and End Customer commitments existing at the release date, for the remainder of those commitments and no longer than three (3) years. Released materials remain Foundry's Confidential Information.

20. EXCLUDED OFFERINGS

20.1 Action Gate. Foundry's action-gating capability, which gates proposed equipment commands on verified machine state through the Forge bridge, is in preview. It is not part of the Kernel or this license, and is available for evaluation only under a separate written agreement.

20.2 Settlement. Settlement and payment functions built on Signed Records are not part of this Agreement. Any such functions will be offered, if at all, under a separate addendum.

21. GENERAL

21.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

21.2 Disputes. Any dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its commercial rules, before a single arbitrator, seated in Reno, Nevada, with hearings conducted remotely where the arbitrator permits.

21.3 Assignment; Change of Control. Neither Party may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, except that either Party may assign it without consent to a successor in a merger, acquisition or sale of substantially all of its relevant assets, provided the successor assumes this Agreement in writing. If Licensee undergoes a change of control in which a Competitor acquires control of Licensee, Foundry may terminate this Agreement on ninety (90) days' written notice. If Foundry undergoes a change of control in which a direct competitor of Licensee's Platform acquires control of Foundry, Licensee may terminate this Agreement on ninety (90) days' written notice. In either case Section 18.4 applies.

21.4 Equitable Relief. Licensee acknowledges that any breach of Section 3 or Section 12 may cause Foundry irreparable harm for which damages are inadequate, and that Foundry may seek injunctive or other equitable relief in any court of competent jurisdiction, without posting a bond, in addition to any other remedy.

21.5 Compliance. Each Party shall comply with laws applicable to its own activities under this Agreement, including export control and sanctions laws. Licensee is responsible for regulatory requirements specific to the Platform, its End Customers and their industries.

21.6 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, other than payment obligations.

21.7 Notices. Notices must be in writing and sent to the addresses in the Order Form, by email with confirmation of receipt or by recognized courier. Formal notices of breach, termination or legal process must also be sent to the recipient's postal address stated in the Order Form. A copy of any notice to Foundry shall be sent to foundrynet@proton.me.

21.8 Independent Contractors; No Third-Party Beneficiaries. The Parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture or agency. There are no third-party beneficiaries of this Agreement, including End Customers.

21.9 Publicity. Neither Party may use the other's name or logo in publicity without prior written consent.

21.10 Severability; Waiver. If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions remain in effect. A failure to enforce a provision is not a waiver.

21.11 Entire Agreement; Order of Precedence. This Agreement, its Schedules and each Order Form are the entire agreement between the Parties on its subject matter and supersede all prior agreements, including any online terms of service, as they relate to the Kernel. In a conflict, an Order Form governs over this Agreement only for the commercial terms it expressly states, and this Agreement governs over the Schedules.

21.12 Amendment; Counterparts. This Agreement may be amended only in a writing signed by both Parties. It may be signed in counterparts and by electronic signature, and electronic communications satisfy any writing requirement other than for amendments.

SIGNATURES

Foundry

StrataMind Holdings LLC d/b/a Foundry Labs
By: _____
Name: Ryan Gordon
Title: _____
Date: _____

Licensee

[LICENSEE LEGAL NAME]
By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A: USAGE FEES

Usage fees are calculated per calendar month on total NTEs across all Deployments under this Agreement. Each rate applies only to NTEs within its tier.

First 100 million: US$0.15 per 1,000 NTEs
Next 900 million (100M to 1B): US$0.12 per 1,000 NTEs
Next 9 billion (1B to 10B): US$0.09 per 1,000 NTEs
Next 40 billion (10B to 50B): US$0.06 per 1,000 NTEs
Above 50 billion: US$0.03 per 1,000 NTEs

SCHEDULE B: HEARTBEAT DATA

Each Heartbeat contains only the following:

(a) the license identifier and Deployment identifier;
(b) Kernel version and Corpus Update version;
(c) NTE counts for the reporting period, by Deployment;
(d) counts of refusals, by reason code;
(e) the names of tags the Kernel could not resolve, and their occurrence counts, without any values; and
(f) health and error counters needed for support.

The Heartbeat never contains telemetry values, timestamps of individual readings, End Customer identities beyond the Deployment identifier, or any personal data.

SCHEDULE C: ORDER FORM (TEMPLATE)

Platform: [PRODUCT NAME]
Territory: [WORLDWIDE / REGIONS]
Licensed verticals and Deployment scope: [ ]
Platform Fee: US$[ ] per year, invoiced annually in advance

Minimum annual commitment: [NONE]
Pilot credit applied: [US$25,000 / N/A]
Named Accounts (Section 9.1): [ ]
Security contacts (Section 10.5): Foundry: foundrynet@proton.me; Licensee: [ ]
Exclusivity (if any) and fee: [NONE /]
Non-production Deployments and rate (Section 6.2): [ ]
Insurance requirements (Section 15), if any: [NONE /]
Source code escrow (Section 19): [YES / NO]
Notice postal addresses: Foundry: [ ]; Licensee: [ ]
Support address: Foundry: [ ]

SCHEDULE D: MINIMUM END CUSTOMER TERMS

Licensee's agreement with each End Customer shall include provisions substantially to the following effect:

(a) The End Customer receives the right to use the Kernel only as part of the Platform, and acquires no ownership of it.
(b) The End Customer shall not reverse engineer, decompile, extract or reconstruct the Kernel or its unpublished mappings, or use the Kernel or its outputs to build a substitute normalization engine.
(c) The End Customer shall not disable or interfere with metering, license validation or record verification, or alter Signed Records.
(d) The Kernel is not a safety function or safety-rated component, and its outputs must not be the sole basis for any safety-critical or life-safety decision. (The safety notice in the Documentation shall be passed through without alteration.)
(e) Foundry's licensors and suppliers disclaim all warranties to the End Customer and have no liability to it, to the extent permitted by law.
(f) Licensee may share with Foundry the usage counts and unresolved tag names described in Schedule B.
(g) Foundry is an intended beneficiary of paragraphs (b) and (c) with the right to enforce them.

SCHEDULE E: SUPPORT SEVERITY LEVELS

1, Critical

A suspected Safety-Direction Defect, or the Kernel is unavailable or refusing all requests across a production Deployment.
Foundry response: Initial response within 24 hours; continuous commercially reasonable effort until a fix or workaround is available; critical update under Section 4.4 where applicable.

2, High

A material function fails or degrades in production with no reasonable workaround.
Foundry response: Initial response within 24 hours; fix or workaround targeted for the next scheduled release.

3, Normal

A minor defect, documentation error, or a question about use.
Foundry response: Initial response within 24 hours; addressed in the ordinary release cycle.

Coverage request

A request to add or correct mappings for a vendor or tag.
Foundry response: Acknowledged within 24 hours; prioritized for Corpus Updates at Foundry's discretion.

Exclusions: issues caused by unsupported environments, modifications not made by Foundry, releases outside the supported versions, or Licensee's failure to deploy a critical update. Foundry does not offer service credits.