FOUNDATIONALLLM SOFTWARE LICENSE AGREEMENT – NOT FOR PRODUCTION OR REDISTRIBUTION

This Software License Agreement ("***Agreement***") is a legal agreement between you (either as an individual or a single entity ("***You***")) and Solliance, Inc. ("***Licensor***") for certain software application libraries detailed as FoundationaLLM ("***Applications***") provided to You by Licensor ("***Solliance***"), associated "online", electronic or hard copy user documentation, and any upgrades, modified versions, bug fixes, additions and improvements thereof that Licensor may make available during the Term of the Agreement (collectively referred to as the "***Software***").

References to "You" herein shall refer to You, and/or the entity on whose behalf You are using the Software, and all individual developer-users of the Software on behalf of such entity. Please note: this Agreement is not intended for affiliate use outside the scope of this Agreement. If you intend to purchase the software for use by Your Affiliates, please contact licensor for the appropriate fees and license before proceeding. "Affiliate" means any entity that controls, is controlled by, or is under common control with, You. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs. An Affiliate shall only be considered such for so long as such control exists.

If the Software is acquired by or on behalf of a unit or agency of the U.S. Government (the "***Government***"), the Government agrees that the Software is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to the Software is limited by the terms of this Agreement, pursuant to applicable FAR and/or DFARS and successor regulations.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SOFTWARE OR ACCESS THE SOURCE CODE.

Accordingly, You and Licensor acknowledge and agree as follows:

1. LIMITED LICENSE

1. A. Subject to your complete and ongoing compliance with all the terms and conditions set forth in this Agreement, including without limitation, payment of any applicable fees, if any, and all license limitations and restrictions set forth herein, Licensor grants You the following limited, non-exclusive, non-transferable, non- sublicensable, revocable license to use, and (where applicable) authorize your Authorized Users, to use, the **unmodified** Software in binary form, internally solely in connection with the specific Software Application(s) and usage for internal development use only, not for production, and not for redistribution. If you wish to use the Software in a non-production environment, you may download and access the source and/or binaries at no charge solely for the purposes of testing, evaluation, demonstration, and trials, and in accordance with all license limitations and restrictions set forth in this Agreement.

B. The License granted in Paragraph A above does not include the right to sublicense, however, you may redistribute the Software upon payment of additional license fees under a separate redistribution license agreement for the Software with the Licensor.

2. RESTRICTIONS

1. You acknowledge that the license granted herein does not include any right to: (i) redistribute, sell, lease, license, or modify any portion of the Software; (ii) produce, sell, reproduce, distribute, publicly display, or publicly perform any part of the Software; (iii) modify the source code of any portion of the Software (other than modifications made in a non-production environment); or (iv) remove, obscure, interfere with or circumvent any feature of the Software, including without limitation any copyright or other intellectual property notices, security, or access control mechanism. The software is built on the following license: MIT
2. You may not use the Software for any purpose other than for internal development use only in a manner for which the Software is expressly designed.
3. The Software may only be hosted on the machines, servers, and internetworking devices within Your computer network or systems, including Your cloud hosting subscription. For clarity, Authorized Users may access and use the Software in accordance with this Agreement so long as the Software is solely hosted by You as explicitly specified in this Section 2(C). "Authorized Users" include You, Your Affiliates, Your and Your Affiliates' personnel or contractors for and on behalf of You or Your Affiliates and Your and Your Affiliates' customers for internal development purposes only.
4. You may not sell, license, distribute, copy, modify, publicly perform, or display, transmit, publish, edit, adapt, create derivative works from, or make any use of the Software except as expressly authorized in this Agreement.
5. You are not allowed to resell, rent, lease, or sub-license an unmodified or modified version of the Software as a stand-alone product, nor to build toolkit or developer tools from it that are like or would compete with Licensor's products or services. For purposes of this Agreement, a competing product or service means any product or service that is sold in competition with, or is being developed and that will compete with, a product or service developed, manufactured, or sold by Licensor.
6. If You are prohibited from law from using the Software, You will not use it, and You will comply with all applicable laws and regulations (including without limitation laws and regulations related to export controls) in connection with your use of the Software.

3. LICENSE FEES

2. If you wish to use the Software in a production environment, you may contact the Licensor.
3. If you wish to use the Software in a non-production environment, you may download and access the source and/or binaries at no charge solely for the purposes of testing, evaluation, demonstration, and trials and in accordance with all license limitations and restrictions set forth in this Agreement.

4. SUPPORT

A. Licensor will only provide support in accordance with the support guidelines delivered with the Software, if any.

5. EXPORT CONTROLS. You represent and warrant that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively, "***Export Laws***"). In addition, if the Software is identified as export controlled items under the Export Laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation (including without limitation Cuba, Iran, North Korea, Sudan, or Syria) and that You are not otherwise prohibited under the Export Laws from receiving the Software. Any use in violation of the foregoing limitations and restrictions is strictly prohibited, and unlicensed.

6. RESERVATION OF RIGHTS. The Software is owned by Licensor and licensed, not sold, to You. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except for the limited rights of use granted herein, all right, title and interest to the Software, including patent, copyright, and trademark rights in and to the Software, the accompanying printed materials, if any, and any copies of the Software are owned by Licensor.

7. CONFIDENTIALITY. The Software is the confidential and proprietary information of Licensor, and You may not, during the term or thereafter, disclose it to any third party, or to use it for any purpose other than as expressly provided herein, without a separate written agreement with Licensor authorizing You to do so.

8. FEEDBACK. If You provide Licensor with any comments, bug reports, feedback, enhancements, or modifications proposed or suggested by You for the Software ("***Feedback***"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary You may include in any accompanying communication), and Licensor shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into future releases of the Software. You hereby grant Licensor a perpetual, irrevocable, transferable, sublicensable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose, including to make and sell any products and services.

9. TERM AND TERMINATION. **This Agreement will remain in effect for the duration of use of the Software and commences on the date You downloaded the Software as a non-production user**. However, Licensor may terminate this Agreement upon 7 days' prior written notice allowing You the opportunity to cure, for any actual or suspected misuse or abuse by You of the Software or any material violation of this Agreement. You may also choose to terminate this Agreement for any reason by ceasing all use of the Software. Following any termination of this Agreement, You must immediately cease use of the Software, remove or destroy any instances of the Software and/or copies thereof, and be able to show evidence of such cessation to Licensor upon request. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement. Notwithstanding the foregoing, should Licensor completely cease to do business (excluding transactions in connection with a sale of all or substantially all of Licensor's assets or stock, or in connection with a merger or other corporate

reorganization), the term of this Agreement shall be perpetual as to Your custom application previously deployed by You prior to the date of such cessation of business and without the need for any further payments in accordance with all limitations and restrictions in this Agreement.

10. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.

The Software and any support are provided on an "as is" basis, without warranty of any kind. To the maximum extent permitted by applicable law, Licensor disclaims all warranties and conditions, express, implied, statutory, or otherwise, including but not limited to implied warranties or conditions of fitness for a particular purpose, merchantability, title, quality, results, and non-infringement. Under no circumstances will Licensor be liable for any consequential, special, indirect, incidental, or punitive damages whatsoever arising out of the use or inability to use the Software, even if Licensor has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. In no event will Licensor's aggregate liability for damages arising out of this Agreement or the terms exceed the amount paid by you for the Software. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to You. In such an event, the above limitations and exclusions will be enforced to the maximum extent permitted under applicable law.

11. INDEMNITY. You agree to indemnify Licensor and its affiliates, officers, directors, suppliers, licensors, and other customers from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such parties in connection with or arising out of your use or misuse of the Software.

12. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, USA, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the federal and state courts of the State of California, USA.

13. GENERAL PROVISIONS.

1. You will be responsible for the payment of all taxes, duties, levies, and other charges including, but not limited to sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority (excluding any taxes based on the Licensor's income) with respect to the fees payable to Licensor in connection with this Agreement.
2. This Agreement contains the entire agreement between You and Licensor, supersedes any other agreement or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.
3. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner

affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

4. This Agreement is not assignable, transferable, or sublicensable by You except with Licensor's prior written consent. Licensor may transfer and assign any of its rights and obligations under this Agreement without consent.

5. You agree that in the event of a breach or threatened breach of this Agreement, Licensor may suffer irreparable harm and will be entitled to specific performance, and preliminary and/or permanent injunctive relief to enforce this Agreement without the need to post bond and that such relief shall be in addition to, and not in lieu of, any monetary damages or other relief a court of competent jurisdiction, whether at law or equity, may award.

6. This Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.