

pre.dev Codebase Agreement

Confidentiality, Non-Exclusive License, Sublicensing, and Payment

This Codebase Agreement (the "Agreement") is effective as of the date last signed (the "Effective Date"), and is made between:

- **PRE DEV CORP**, a Delaware corporation ("Pre.dev"); and
- the owner identified and countersigning in the signature block below ("Owner").

Pre.dev and Owner may each be referred to as a "Party" and together as the "Parties." This single Agreement covers (a) the confidentiality obligations between the Parties, (b) the non-exclusive license under which Pre.dev accesses, refines, corrects, modifies, annotates, creates derivative works from, hosts, displays, markets and sublicenses Owner's Codebases, and (c) what Pre.dev pays Owner when a Codebase is licensed to a Buyer. The Parties sign once; no per-deal signatures, approvals, or reaffirmations are required for non-exclusive downstream licenses.

1. Purpose

The Parties wish to enter into a business relationship under which Owner grants Pre.dev the non-exclusive, irrevocable (except as expressly provided in Section 10), worldwide, transferable, sublicensable right to access, refine, correct, modify, annotate, create derivative works from, host, display, market, sublicense, distribute, and sell one or more of Owner's Codebases, to Buyers through Pre.dev's platform, marketplace, and related services (the "Platform") (the "Purpose").

This Agreement is intended to: (1) protect Confidential Information exchanged between the Parties; (2) confirm Owner's ownership of, or authority over, each Codebase; (3) grant Pre.dev a non-exclusive license to access, refine, correct, modify, annotate, create derivative works from, host, display, market, license, sublicense, distribute, and sell each Codebase to Buyers, and to acquire a Codebase for its own account as provided in Section 6.5; and (4) set out what Pre.dev pays Owner when a Codebase is licensed to a Buyer, as provided in Section 13.

2. Definitions

- **"Affiliate"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interests of the applicable entity, or the power to direct the management and policies of such entity, whether through ownership, by contract, or otherwise.
- **"Owner Payment"** means the amount payable to Owner for a Buyer License, determined under Section 13.
- **"Codebase"** means all software products, repositories, code, branches, forks, documentation, technical materials, and related assets that Owner submits to, lists on, or makes available through the Platform in connection with the Purpose, together with all intellectual property rights in the foregoing. A Codebase may include, without limitation: source and object code; repositories, branches, forks, and version history; documentation, architecture, specifications, and diagrams; APIs, SDKs, integrations, and tooling; test suites, deployment scripts, CI/CD pipelines, and infrastructure-as-code; issue trackers, tickets, and engineering notes; and configuration and build instructions.
- **"Buyer"** means a third-party purchaser or licensee of a Codebase.
- **"Buyer License"** means the license agreement under which Pre.dev licenses rights in a Codebase, or any

portion thereof, to a Buyer.

- **“Closing”** means, with respect to a Buyer License, the first date on which (a) the Buyer License has been fully executed (or becomes binding under its terms), and (b) Pre.dev has received, in cleared, non-refundable funds, at least the first installment (or the full amount, if paid in a lump sum) of the consideration payable by the Buyer under that Buyer License.
- **“Confidential Information”** has the meaning set forth in Section 3.1.
- **“Submitted Materials”** means the Codebase and all materials, data, documentation, and information Owner submits, uploads, or otherwise makes available to Pre.dev in connection with this Agreement.

3. Confidentiality

3.1 Definition. “Confidential Information” means any non-public information disclosed by or on behalf of a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that is identified as confidential or should reasonably be understood to be confidential given its nature and the circumstances of disclosure. It includes, without limitation: Codebases and related materials (source/object code, repositories, commit history, tickets, documentation, architecture, APIs, SDKs, test suites, deployment scripts, CI/CD, configurations, and know-how); security and access information (credentials, tokens, keys, environment details, vulnerability reports, threat models); business and commercial information (pricing, proposals, deal terms, revenue, costs, customer and prospect lists, roadmaps); the existence, status, and terms of discussions between the Parties; the terms of Buyer Licenses; and information about prospective Buyers. Confidential Information does not include information the Receiving Party can demonstrate by competent evidence: (a) was lawfully known without restriction at disclosure; (b) becomes public through no fault of the Receiving Party; (c) is lawfully obtained from a third party without breach; or (d) is independently developed without use of the Disclosing Party’s Confidential Information.

3.2 Obligations. The Receiving Party will: use Confidential Information solely for the Purpose; not disclose it except as permitted here; and protect it with at least the same degree of care it uses for its own confidential information of similar sensitivity, and in all cases no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any unauthorized use or disclosure.

3.3 Permitted disclosures. The Receiving Party may disclose Confidential Information to: (a) its directors, officers, employees, contractors, agents, and professional advisors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement (“Representatives”); (b) bona fide prospective Buyers and their Representatives, provided each is first bound by a written confidentiality obligation (or a Buyer License) at least as protective as this Agreement, disclosing only the minimum reasonably necessary; (c) Affiliates, sublicensees, financing sources, potential acquirors or investors (in connection with a corporate transaction or financing), and platform or infrastructure providers, in each case bound by confidentiality obligations at least as protective as this Section 3; and (d) virtual data rooms, repository access tools, and secure file-sharing platform providers, solely to provide their services and bound by customary confidentiality and security obligations. The Receiving Party is responsible for its Representatives’ compliance.

3.4 Handling and security. The Receiving Party will not (and will ensure its Representatives and prospective Buyers do not): upload or expose Confidential Information to any public repository or file-sharing service (except, for Pre.dev, as permitted under Section 6 to market or deliver a Codebase to Buyers under confidentiality or license terms); remove or obscure proprietary notices (except as permitted under Section 6); use Confidential Information to build, improve, or assist a competing product or service; attempt to access production systems, customer data, or personal data unless expressly authorized in writing; share or store credentials, keys, or tokens except via secure, access-controlled methods as necessary for the Purpose; introduce malware or circumvent security controls; or reverse engineer binaries except where such restriction is prohibited by law. If either Party becomes aware of any unauthorized access to, or disclosure of, the other

Party's Confidential Information, it will promptly (and in any event within seventy-two (72) hours) notify the other Party in writing, provide reasonable detail regarding the nature and scope of the incident, and cooperate in good faith with investigation and remediation efforts.

3.5 Compelled disclosure. If required by law, regulation, or court order to disclose Confidential Information, the Receiving Party may do so only to the extent required, and (unless legally prohibited) will give prompt written notice and reasonably cooperate (at the Disclosing Party's expense) with efforts to seek protective treatment.

3.6 Publicity. Neither Party will issue press releases, publish case studies, or otherwise publicly disclose the existence or terms of this relationship or any Confidential Information without the other Party's prior written consent.

3.7 Residual Knowledge. Nothing in this Section 3 restricts either Party from using general ideas, concepts, techniques, or know-how retained in the unaided memory of its personnel who had authorized access to the other Party's Confidential Information, provided that this exception does not authorize the reproduction of source code, documentation, or other tangible embodiments of Confidential Information.

4. Codebases

Owner may make one or more Codebases available through the Platform from time to time, and this Agreement applies to each Codebase that Owner submits to, lists on, or makes available through the Platform. Owner is not required to list every repository or asset for this Agreement to apply to a listed Codebase.

Pre.dev's analysis and valuation. Pre.dev determines, in its sole discretion, how each Codebase is analyzed and valued, including the token counts and which files and data are counted or excluded (for example, excluding generated, vendored, binary, duplicated, third-party, secret, or otherwise non-countable files and data). Any token counts, estimated values, or similar figures Pre.dev makes available, including in the Platform or dashboard, are estimates based on Pre.dev's analysis, are not binding or guaranteed, and are subject to Pre.dev's final analysis, which controls.

No obligation to accept or market. Pre.dev has no obligation to accept, list, market, refine or sublicense any Codebase. Pre.dev may decline, defer, remove, or discontinue any Codebase at any time in its sole discretion, without liability to Owner.

Suspension and removal. Pre.dev may immediately suspend access to or remove a Codebase from the Platform if Pre.dev reasonably determines that the Codebase (a) may infringe or misappropriate third-party rights, (b) contains malware, undisclosed personal data, or credentials, (c) violates applicable law, (d) poses a security, legal, or reputational risk, (e) is the subject of a third-party claim, or (f) for any reason or no reason in its sole and absolute discretion. Pre.dev will provide prompt notice to Owner (unless prohibited by law) and, where commercially practicable, an opportunity to cure to the extent curable.

5. Ownership, Authority, and Chain of Title

Owner represents and warrants that, as of the Effective Date and continuously thereafter (except as expressly disclosed in a written schedule delivered to Pre.dev prior to submission of the applicable Codebase):

1. **Ownership or rights.** Owner is the sole and exclusive owner of all right, title, and interest in and to the Codebase (including all intellectual property rights), or holds valid, sufficient, and enforceable rights to grant the non-exclusive license and all other rights in this Agreement, including the right to authorize Pre.dev to sublicense and sell the Codebase to Buyers.

2. **Chain of title.** Each founder, employee, contractor, consultant, or other contributor to the Codebase has executed a valid agreement assigning to, or otherwise vesting in, Owner the intellectual property rights necessary for Owner to own or control the Codebase and grant the rights in this Agreement.
3. **No conflicting client rights.** No client, customer, or other third party owns, co-owns, or holds an exclusive license or other right in the Codebase that would prevent Owner from granting Pre.dev the non-exclusive rights in Section 6 or that would entitle such third party to payment in connection with a sale or license of the Codebase.
4. **No conflicts.** No third party owns, controls, or has approval rights over the Codebase; no third-party consent, notice, approval, or payment is required for Owner to grant these rights or for Pre.dev to perform the Purpose; Owner is not aware of any pending or threatened claim challenging its ownership or authority; to Owner's knowledge, the Codebase does not infringe, misappropriate, or violate any third-party rights, and is free and clear of all liens, security interests, pledges, and encumbrances.
5. **Open-source and third-party compliance.** The Codebase complies with all applicable open-source and third-party license terms. No component is subject to any undisclosed copyleft, source-code disclosure, or field-of-use obligation that would require Pre.dev or any Buyer to disclose source code, license its own IP under open-source terms, or restrict its use of the Codebase.
6. **No malware or harmful code.** The Codebase does not contain any virus, worm, Trojan horse, backdoor, time bomb, or other malicious code.
7. **No unlawful data.** The Codebase does not contain any personal data, customer data, trade secrets of third parties, credentials, API keys, or passwords, except as expressly disclosed. All data was lawfully collected and submitted.
8. **Export and sanctions compliance.** Neither Owner nor any of its principals is a restricted party under, and the Codebase is not subject to, export controls or sanctions restrictions that would prohibit its use as contemplated herein.

Owner has a continuing duty to promptly notify Pre.dev if any representation becomes materially inaccurate, including if an ownership dispute arises, undisclosed open-source or third-party restrictions are discovered, or Owner's authority to license or sell the Codebase changes. Owner will cooperate with Pre.dev in connection with any third-party claim or inquiry relating to a Codebase. Upon reasonable request, Owner will provide redacted supporting documentation (invention and contractor IP assignments, founder assignments, asset purchase agreements, prior licenses, and similar), and redact such documentation only to the extent reasonably necessary to protect personal information and confidential provisions not relevant to confirm ownership or authority.

6. Grant of Non-Exclusive License

6.1 Non-Exclusive license. Subject to this Agreement, Owner grants Pre.dev an irrevocable, non-exclusive, worldwide, transferable, sublicensable license to: (a) access, host, store, reproduce, refine, correct, modify, annotate, display, analyze, prepare derivative works from the Codebase, and create packaged, redacted, or excerpted versions of the Codebase to market and sell it; (b) market, demonstrate, and offer the Codebase to Buyers; (c) license, sublicense, distribute, and sell the Codebase to Buyers and grant the Buyer Licenses in Section 7; and (d) execute Buyer Licenses with Buyers as principal in Pre.dev's own name, set pricing, and negotiate and conclude each transaction, in each case without any further consent, notice, signature, joinder, countersignature, reaffirmation, or approval from Owner. Each Buyer License may authorize the Buyer to access, use, reproduce, modify, adapt, create derivative works from, and otherwise exploit the licensed Codebase for any lawful purpose, including without limitation AI and machine-learning research, training, fine-tuning, evaluation, benchmarking, validation, and improvement of models, systems, and products. Unless otherwise specified in the Buyer License, each Buyer License is non-exclusive, perpetual, and irrevocable once the applicable Closing has occurred. Buyer Licenses survive

termination of this Agreement per Section 7.3.

6.2 Owner's Rights. Owner retains all right, title, and interest in and to the Codebase, including, without limitation, the right to (a) use, reproduce, modify, and operate the Codebase, and (b) continue to use, maintain, support, and deploy the Codebase for its existing and ongoing client engagements, and to license, sell, or transfer the Codebase as a standalone asset to third parties. This Section 6.2 does not apply to an Acquired Codebase (defined below) to the extent Owner has assigned or exclusively licensed it to Pre.dev under Section 6.5. Notwithstanding the foregoing, Pre.dev has complete discretion over which Buyers to engage, which Codebases to include in any Buyer License, and the terms upon which Buyer Licenses are offered, subject only to the payment obligations in Section 13.

6.3 Pricing and transaction authority. Pre.dev has sole authority to set the price of, and commercial terms for, each transaction, and to negotiate, structure, execute, and administer Buyer Licenses, acting reasonably and in good faith.

6.4 Reservation. Owner retains all right, title, and interest in the Codebase. Except as provided in Section 6.5, this Agreement does not transfer ownership of the Codebase to Pre.dev. For the avoidance of doubt, Pre.dev owns all right, title, and interest in and to the Platform and any tools, methodologies, know-how, processes, and technology independently developed by Pre.dev. Nothing in this Section 6.4 limits Pre.dev's rights under Section 6.5, including Pre.dev's ownership of Derived Data and any products, services, and offerings incorporating a Codebase licensed or acquired under Section 6.5.

6.5 Acquisition and Own-Use Rights. (a) **Non-Exclusive License.** At its option, Pre.dev may acquire a perpetual, irrevocable, non-exclusive, worldwide, transferable, and sublicensable license to a Codebase (a "Non-Exclusive License") by providing notice to Owner and paying Owner at the standing rates in Section 13.2 in effect as of the date Pre.dev delivers such notice (or any higher amount Pre.dev elects), without any further consent, notice, signature, joinder, countersignature, reaffirmation, or approval from Owner. Upon Pre.dev's payment for a Non-Exclusive License, Pre.dev may, in its sole discretion and without further obligation or payment to Owner: (i) use, host, store, reproduce, modify, adapt, and create derivative works from the Codebase; (ii) incorporate the Codebase and any derivative works into Pre.dev's own products, services, datasets, tools, platforms, and offerings; (iii) use the Codebase and derivative works to research, develop, train, evaluate, benchmark, and improve software, models, systems, and other technology; (iv) create, compile, aggregate, and derive data, datasets, indices, embeddings, and other materials from the Codebase ("Derived Data") and market, license, sublicense, distribute, sell, and otherwise commercialize such Derived Data as Pre.dev's own property; and (v) market, license, sublicense, distribute, sell, and otherwise commercialize any of the foregoing products, services, and offerings, in Pre.dev's own name and as its own property. (b) **Exclusive Acquisition.** At its option, Pre.dev may acquire from Owner, for Pre.dev's own account, a perpetual, irrevocable, exclusive, worldwide, transferable, and sublicensable license to a Codebase (or, at Pre.dev's election, an assignment of the Codebase) — an "Acquired Codebase" — for a one-time payment to Owner in an amount Owner agrees to in writing, negotiated in good faith on arm's-length terms. Upon Pre.dev's payment for an Acquired Codebase, Pre.dev may exercise all rights described in Section 6.5(a)(i)-(v) with respect to that Acquired Codebase, in its sole discretion and without further obligation or payment to Owner. At Pre.dev's request, Owner will promptly execute and deliver a short-form confirmation of the exclusive license or assignment, which Pre.dev may record or provide to third parties to evidence chain of title. (c) **General.** The payment for a Non-Exclusive License or an Acquired Codebase is full and final consideration, and Owner will have no right to any further payment, royalty, or revenue share in connection with Pre.dev's use, exploitation, products, services, Derived Data, or other materials derived from or incorporating the Codebase. Owner's representations and warranties in Section 5 apply to each Codebase subject to a Non-Exclusive License or Acquired Codebase. Pre.dev's rights under this Section 6.5 are perpetual and irrevocable and survive any termination or expiration of this Agreement.

7. Buyer Licenses and Third-Party Materials

7.1 Form and type. Pre.dev licenses each Codebase to Buyers under a Buyer License on terms Pre.dev determines are appropriate for the Platform, consistent with this Agreement. Unless otherwise agreed in writing under Section 13.4, each Buyer License is non-exclusive, so the same Codebase may be licensed to multiple Buyers, and the Codebase remains available on the Platform after each transaction. Pre.dev may grant Buyer Licenses without any further consent, approval, notice, signature, or action by Owner.

7.2 Pass-through warranties. Owner's representations and warranties (including as to ownership, authority, non-infringement, and absence of malware) are made for the benefit of Pre.dev and may be passed through, in substance, to Buyers. Pre.dev and Buyers will rely on them.

7.3 Survival of Buyer Licenses. Each Buyer License validly granted before termination or expiration of this Agreement (or before withdrawal of a Codebase) survives in accordance with its terms (except to the extent Pre.dev, in its sole discretion, determines otherwise). Termination does not terminate any Buyer's rights in a Codebase already licensed, and Pre.dev retains the limited rights necessary to honor, support, and administer outstanding Buyer Licenses. Owner may not revoke, challenge, or interfere with any Buyer License validly granted by Pre.dev, or challenge Pre.dev's authority to have granted such Buyer License, after the applicable Closing has occurred. Any attempt to do so is void and of no effect.

7.4 Open source and third-party materials. For each Codebase, Owner will disclose any open-source or third-party materials incorporated into, bundled with, required for, or materially used by the Codebase, and for each, to the extent reasonably known: the component; the applicable license or usage terms; whether attribution, notice, source-code disclosure, copyleft, field-of-use, usage, or redistribution restrictions apply; and whether any third-party approvals or ongoing obligations apply. Disclosure of these items is material to Pre.dev's ability to license and sell the Codebase.

8. Code Handling by Pre.dev

In connection with any access to a Codebase, Pre.dev will: use the Codebase solely for the Purpose and as permitted by the rights granted under this Agreement; restrict access to personnel, contractors, advisors, sublicensees, and service providers with a need to know who are bound by confidentiality obligations at least as protective as this Agreement; use commercially reasonable measures to protect the Codebase from unauthorized access, use, or disclosure; not upload or expose the Codebase to any public repository or file-sharing service except as part of a transaction or as reasonably necessary to market or deliver it to Buyers under confidentiality or license terms; not remove or obscure proprietary notices except when preparing packaged or white-labeled versions for sale as permitted in Section 6.1; not attempt to access Owner's production systems, live customer data, or personal data unless expressly authorized in writing; not introduce malware or circumvent security controls; and not share credentials, keys, or tokens except via secure, access-controlled means as necessary for the Purpose. Nothing requires Owner to provide production access, customer data, or sensitive credentials unless separately agreed in writing. Pre.dev does not warrant uninterrupted or error-free operation of the Platform or that unauthorized access will never occur. This Section 8 does not limit Pre.dev's rights in any Codebase licensed or acquired under Section 6.5.

9. Indemnification; Limitation of Liability

9.1 By Owner. Owner will defend, indemnify, and hold harmless Pre.dev, its Affiliates, and (where Pre.dev has passed through warranties under Section 7.2) Buyers, and their respective officers, directors, employees, and agents, from and against any claims, and resulting losses, damages, liabilities, settlements, costs, and

reasonable attorneys' fees, arising out of or relating to: (a) any breach or inaccuracy of Owner's representations, warranties, or covenants; (b) any claim that a Codebase, or its authorized use by Pre.dev or a Buyer, infringes or misappropriates any third-party rights; (c) any undisclosed open-source or third-party obligation; (d) data protection, privacy, or security violations arising from personal data or credentials in Submitted Materials; (e) malware or harmful code in a Codebase; (f) Owner's breach of applicable law, including export/sanctions/anti-bribery laws; or (g) any claim by a founder, employee, contractor, client, or other third party to ownership of, or payment in connection with, a Codebase.

9.2 Procedure. The indemnified Party will give prompt notice, reasonable cooperation, and control of the defense and settlement to the indemnifying Party, provided no settlement imposing a non-indemnified obligation on the indemnified Party is made without its consent. If the indemnifying Party fails to assume the defense within fifteen (15) days after notice, the indemnified Party may assume the defense at the indemnifying party's expense.

9.3 Remedies. If a Codebase becomes the subject of an infringement claim, Owner will, at its expense and at Pre.dev's option: (a) procure for Pre.dev the right to continue using the Codebase; (b) replace or modify affected portions to make them non-infringing; or (c) if (a) and (b) are not commercially practicable, accept return/removal and refund to Pre.dev Owner Payments received for affected Buyer Licenses.

9.4 Limitation of liability. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW: (a) Pre.dev will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any lost profits, lost revenue, lost data, loss of goodwill, or business interruption, arising out of or relating to this Agreement, regardless of the theory of liability and even if advised of the possibility of such damages; and (b) Pre.dev's total aggregate liability arising out of or relating to this Agreement will not exceed the total amounts actually paid by Pre.dev to Owner under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this Section 9.4 limits Owner's obligations under Section 9.1, which are not subject to any cap or exclusion under this Agreement.

9.5 Disclaimer. THE PLATFORM AND ALL ANALYSES, VALUATIONS, GRADES, SCORES, TOKEN COUNTS, AND ESTIMATES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT. Pre.dev does not warrant that any Codebase will be listed, marketed, licensed, or sold, that any particular price, volume, or timing will be achieved, or that the Platform will be uninterrupted or error-free. Owner acknowledges that Pre.dev has no obligation to market, license, or sell any Codebase, and may decline, defer, withdraw, or discontinue any Codebase at any time in its sole discretion.

10. Term, Termination, and Survival

10.1 Term. This Agreement is effective on the Effective Date and continues until terminated. Either Party may terminate on thirty (30) days' written notice, or immediately on written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach in reasonable detail.

10.2 Withdrawal. Owner may withdraw a Codebase from future listing on thirty (30) days' written notice, except that this does not affect any Buyer License already granted, any active, documented Buyer transaction or negotiation in progress before or during the thirty (30)-day notice period (a "Pipeline Transaction"), Pre.dev's right to administer outstanding Buyer Licenses, or any Codebase licensed or acquired under Section 6.5.

10.3 Effect of termination. On termination, the non-exclusive license granted by Owner to Pre.dev for Codebases not yet licensed or sold ends, subject to the Tail Period for Pipeline Transactions in progress as specified in this Section 10.3, and all Buyer Licenses already granted survive under Section 7.3. Pre.dev's rights in any Codebase licensed or acquired under Section 6.5 are unaffected by termination and expressly survive termination. For ninety (90) days following termination or withdrawal (the "Tail Period"), Pre.dev may continue to negotiate and close Buyer Licenses for any documented Pipeline Transaction. Owner Payments for Buyer Licenses closed during the Tail Period will be calculated and paid per Section 13. Owner will not, during the Tail Period, directly approach or solicit any prospective Buyer identified in a Pipeline Transaction.

10.4 Survival of confidentiality. The confidentiality obligations in Section 3 survive for five (5) years after the date of disclosure, except that obligations relating to trade secrets continue for as long as the information remains a trade secret under applicable law.

10.5 Return or destruction. Upon Owner's written request, Pre.dev will promptly return or destroy Codebase materials and related Confidential Information in its possession, including copies, except to the extent required by law, held in routine archival or backup systems, reasonably necessary to honor and administer outstanding Buyer Licenses, or relating to a Codebase licensed or acquired under Section 6.5, in each case remaining subject to this Agreement.

10.6 Survival. Sections 3, 5 (as to accuracy of information previously provided), 6.5, 7.2, 7.3, 9, 10.3-10.6, 11, 12, and 13 (as to any amount accrued or payable for a Buyer License granted before termination) survive termination or expiration.

11. Non-Circumvention

Owner will not knowingly circumvent Pre.dev by directly closing a sale or license of a Codebase to an Introduced Buyer without involving Pre.dev, except for Buyers with whom Owner can prove it had an active, documented discussion regarding the Codebase prior to the Introduction. "Introduction" means Pre.dev first introduces Owner (or the Codebase opportunity) to a prospective Buyer in writing (email, CRM record, data room invite, or GitHub collaborator introduction). "Introduced Buyer" means a prospective Buyer introduced by Pre.dev during the term or within twelve (12) months after termination. If Owner breaches this Section 11, Pre.dev will be entitled to receive the full Owner Payment that would have been payable had the transaction been closed through Pre.dev, in addition to any other remedies available to it at law or in equity.

12. Miscellaneous

12.1 No partnership; role. Nothing here creates any partnership, joint venture, or employment relationship. Pre.dev acts as Owner's non-exclusive licensee and distributor for the Purpose and may execute Buyer Licenses as principal. Except as expressly stated in this Agreement, neither Party may bind the other.

12.2 Assignment. Owner may not assign this Agreement without Pre.dev's prior written consent, except to an Affiliate or successor in a merger, acquisition, or sale of substantially all assets. Pre.dev may assign this Agreement without Owner's consent. Pre.dev may sublicense and engage subcontractors and service providers to exercise the rights granted herein.

12.3 Governing law; venue. This Agreement is governed by the laws of the State of Delaware, without regard to conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware, and each Party waives any objection it may have to the personal jurisdiction, venue, or convenience of such courts, including any objection based on forum non conveniens.

12.4 Remedies. Each Party acknowledges that a breach, including of the confidentiality provisions, may

cause irreparable harm for which monetary damages may be insufficient. The injured Party may seek equitable relief, including injunctive relief, in addition to other remedies at law or in equity.

12.5 Entire agreement; amendments; waiver. This Agreement is the entire agreement between the Parties on its subject matter and supersedes prior or contemporaneous agreements on that subject. Any amendment to this Agreement or either Party's waiver of any right, power, or remedy under this Agreement must be in writing signed by both Parties. The failure of either Party to enforce any provision of this Agreement is not a waiver.

12.6 Severability. If any provision is held unenforceable, it will be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

12.7 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay results from causes beyond the affected Party's reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, strikes or other labor disputes, or failures of telecommunications or power supply. The affected Party will promptly notify the other Party and use commercially reasonable efforts to mitigate the effects and resume performance. If the force majeure event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice without liability.

12.8 Notices. All notices, requests, demands, and other communications under this Agreement must be in writing and will be deemed duly given: (a) upon delivery if delivered personally; (b) upon confirmation of receipt if sent by email (excluding automated replies); (c) one (1) business day after deposit with a nationally recognized overnight courier, prepaid; or (d) three (3) business days after mailing by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the addresses or email addresses set forth in the signature block below or to such other address as either Party may designate by written notice to the other.

12.9 Counterparts; electronic signatures. This Agreement may be executed in counterparts, each deemed an original. Electronic signatures (including PDF and e-sign platforms) are effective.

13. Payment to Owner

13.1 Owner Payments. Pre.dev will pay Owner the applicable Owner Payment for each Buyer License it grants for a Codebase upon and subject to a Closing, in the amount determined under this Section 13. That amount is Owner's entire compensation for that Buyer License, and no royalty, revenue share, or commission is owed for it. Where a Codebase is licensed non-exclusively, each further Buyer License of that Codebase is paid separately. No Owner Payment is owed for (a) internal evaluation or demonstration not resulting in a Closing, (b) any Buyer License that does not result in a Closing, or (c) any transaction cancelled or refunded before Closing.

13.2 Standing rates; what Owner should expect. Pre.dev publishes standing rates on the Platform for non-exclusive Buyer Licenses, currently **\$100 per million source tokens and \$40 per million git-history tokens**, applied to the token counts Pre.dev determines under Section 4. Owner should expect payment for a non-exclusive Buyer License to be calculated at the standing rates in effect when that Buyer License is granted. The standing rates are Pre.dev's current rates and the basis on which it expects to pay. They are not a fixed price, a minimum, or a guarantee for any particular transaction. Where the terms of a transaction differ from a standard non-exclusive license, Pre.dev may set a different amount for it, acting reasonably and in good faith, and will tell Owner that amount at or before payment. Pre.dev may change the standing rates at any time on thirty (30) days' notice, and a change does not affect a Buyer License already granted.

13.3 No further approval needed for non-exclusive licenses. Owner's signature to this Agreement is Owner's irrevocable consent to, and authorization for, each non-exclusive Buyer License Pre.dev grants under Section 6. Pre.dev does not require Owner's consent, signature, countersignature, joinder, reaffirmation, or any other action to grant a non-exclusive Buyer License, to amend or administer any Buyer License, or to exercise any right granted to it hereunder consistent with Sections 6.1 and 6.4. Owner's control over whether a Codebase is offered at all is the withdrawal right in Section 10.2.

13.4 Exclusive and non-standard transactions. Pre.dev will not grant an exclusive Buyer License for a Codebase, or any Buyer License that restricts Owner's retained rights under Section 6.2, without Owner's separate written agreement in a confirmation signed by both Parties (a "Confirmation"). Pre.dev may also offer a Confirmation for any transaction it prices other than at the standing rates. A Confirmation sets the amount for the transaction it covers and controls over Section 13.2 for that transaction.

13.5 Contingent on Closing; payment mechanics. The Owner Payment obligation arises if and only when a Closing occurs. Any amount payable under this Section 13 becomes payable only after, and is paid solely out of and to the extent of, the consideration Pre.dev actually receives in cleared funds from the Buyer for that Buyer License. Pre.dev will not be obligated to pay Owner more for a transaction than the consideration it has actually received for it. If funds are subsequently refunded, charged back, credited, or clawed back, Pre.dev may deduct proportionate amounts from future Owner Payments or recover such amounts from Owner. Pre.dev may net against Owner Payments any amounts Owner owes Pre.dev under this Agreement. Where a Buyer License covers Codebases of more than one owner, or is priced as a single amount across multiple Codebases, Pre.dev allocates the consideration across the Codebases covered in proportion to their total token counts (source plus git history).

13.6 Timing and method. Each amount that has accrued under Section 13.5 is payable within fifteen (15) days after Pre.dev receives the corresponding cleared funds. Where the Buyer pays in installments, a proportionate part of the amount accrues on each installment as and when received. Buyers commonly pay against a purchase order on sixty (60) day terms, so Owner should expect payment on that cadence rather than from the date a Buyer License is granted. Payments are made in U.S. dollars by ACH or wire to the account Owner designates and verifies through the payout onboarding on the Platform.

13.7 Tax; set-off. Owner will provide a completed IRS Form W-9, Form W-8BEN or W-8BEN-E, or other tax documentation Pre.dev reasonably requires. Pre.dev may withhold payment until that documentation and Owner's payout account are on file, without that withholding being a breach, and may withhold tax where required by law. An amount withheld and remitted counts as paid to Owner, and Pre.dev will give Owner the form that shows it. Owner is responsible for all taxes on amounts paid to it, and for any receiving-bank or currency-conversion charges. Pre.dev may set off against amounts payable under this Section 13 any amount Owner owes Pre.dev under this Agreement.

13.8 Statement; no accounting. Pre.dev will make available to Owner, on the Platform, a record for each Buyer License covering a Codebase, showing the Codebases covered, the license type, the amount, and the date paid. The identity of each Buyer and the terms of each Buyer License remain Confidential Information under Section 3, and Owner is not entitled to an accounting of the consideration Pre.dev receives from a Buyer.

13.9 Continuing representations. Pre.dev will notify Owner, on the Platform or by email, when a Codebase is included in a Buyer License. Owner's representations and warranties in Section 5, and its disclosures under Section 7.4, are continuously made and reaffirmed as of each date a Buyer License is granted, unless Owner notifies Pre.dev in writing before the Buyer License is granted. Owner will notify Pre.dev immediately if any representation or warranty in Section 5, or any disclosure under Section 7.4, ceases to be accurate.

13.10 No minimum commitment. Nothing in this Agreement obligates Pre.dev to grant any minimum

number of Buyer Licenses, achieve any minimum revenue, or market a Codebase for any minimum period. Owner has no guaranteed minimum compensation.

Signatures

By signing below, the Parties agree to this entire Agreement, including the confidentiality, non-exclusive license, sublicensing, and payment terms above.

PRE DEV CORP (Pre.dev)

Signature: _____

Name: Arjun Raj Jain

Title: Founder

Date: _____

Email: arjun@pre.dev

OWNER

Legal entity name: _____

State / Country of formation: _____

Entity type: _____

Signature: _____

Signer name: _____

Title: _____

Date: _____

Email: _____