OMNICOMPASS

LICENSING & PRICING FRAMEWORK

(NON-BINDING COMMERCIAL SCHEDULE)

PURPOSE AND STATUS

This document is a non-binding commercial schedule provided for informational and discussion purposes only.

It does not constitute an offer, contract, or agreement, and creates no rights or obligations of any kind.

All licensing, ownership, and payment obligations are governed solely by a separate, fully executed definitive agreement.

LICENSOR IDENTITY & INTELLECTUAL PROPERTY

Licensor: OmniCompass

Website: https://www.omni-compass.com

Primary Contact: _____

Email: _____

Phone: _____

Covered Intellectual Property (Illustrative):

Patent Number(s): _____

_____

Copyright Registration Number(s):

_____

_____

Jurisdiction(s): _____

TECHNOLOGY OVERVIEW (DESCRIPTIVE ONLY)

OmniCompass includes Piece One, the “OmniCompass Collapse Engine,” a unified, self-tuning control and optimization engine intended to replace stacked control and estimation architectures, including PID, Kalman, MPC, and related frameworks.

The engine is designed to autonomously adapt parameters, converge in dynamic and non-linear environments, and collapse multiple control layers into a single unified system.

Application domains include artificial intelligence, robotics, autonomous systems, aerospace and defense, industrial control, finance, energy, and large-scale simulations.

This description is for identification only and does not constitute a performance guarantee.

LICENSE STRUCTURE (SUMMARY)

- Licenses are non-exclusive unless otherwise agreed.
- Licenses are perpetual and non-transferable.
- Intellectual property ownership remains with OmniCompass.
- Affiliates and subsidiaries typically require separate licenses.

ONE-TIME LICENSE FEE FRAMEWORK

The one-time license fee is calculated as follows:

License Fee = max(FLOOR , min(PERCENT × Company Valuation , CAP))

- Percentage: 0.1% of company valuation (0.001×)
- Floor: USD $10,000,000

• Cap: USD $500,000,000

ROYALTY SCHEDULE (YEAR-BASED, EXPLICIT)

For purposes of this schedule:

• “Execution Date” refers to the effective date of the definitive licensing agreement.
• “Year 1” begins twelve (12) months after the Execution Date, or upon first commercial product release, whichever occurs first.

Royalty rates apply as follows:

Year 1 (Initial Deployment):

• Royalty Rate: 2%

Year 2 (Expansion Phase):

• Royalty Rate: 3%

Year 3 (Embedded Phase):

• Royalty Rate: 4%

Year 4 and Beyond (Mature / Table-Stakes Phase):

• Royalty Rate: 5% (maximum, permanent ceiling)

Royalties are assessed per division, business unit, or major product line that materially incorporates OmniCompass technology.

Royalties are calculated and paid quarterly under the definitive agreement.

EXCLUSIVITY AND OWNERSHIP (LIMITED)

By default, no exclusivity is offered.

Exclusive ownership of OmniCompass may be considered only under the following conditions:

- Available only within the first twelve (12) months following initial commercial release.
- Fixed, non-negotiable purchase price: USD $500,000,000,000 (Five Hundred Billion Dollars).
- Availability and acceptance are solely at the discretion of OmniCompass.
- All existing licenses remain in force following any ownership transfer.

BROKERS AND INTERMEDIARIES

Broker or intermediary compensation, if any, is handled separately and outside this schedule.

Nothing in this document creates any obligation to pay commissions or fees to any third party.

IMPORTANT CLARIFICATIONS

- This schedule is illustrative and non-binding.
- Final terms are subject to a definitive agreement.
- OmniCompass may modify or withdraw these terms at any time.
- No reliance should be placed on this document alone.

END OF SCHEDULE
