

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “**Agreement**”) is entered into as of the latest date of signature set forth below (the “**Effective Date**”) between **METALEX LABS, INC.**, a Delaware corporation (“**Licensor**”), and **GAIB BORG, INC.**, a Delaware nonprofit nonstock corporation (“**Licensee**”).

RECITALS

A. Licensor has been or is currently engaged in the development, provision or exploitation of certain software and other technology for static analysis testing, dynamic analysis testing, and interactive analysis testing, as described herein.

B. Licensee is willing to license such technology and related intellectual property rights from Licensor in accordance with the terms and conditions of this Agreement.

C. Licensor is willing to license such technology and intellectual property rights to Licensee in accordance with the terms and conditions of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, capitalized terms have the meanings given in this Section 1 or elsewhere in this Agreement. Unless otherwise specified, references to Sections refer to Sections of this Agreement.

1.1 “**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Technology; and (f) rights in or relating to registrations, renewals, continuations, continuations-in-part, combinations, divisionals, reexaminations, reissues extensions, and applications for, any of the rights referred to in clauses “(a)” through “(e)” above.

1.2 “**Licensed Technology**” means all Technology owned, controlled, or licensable by Licensor that exists on the Effective Date and is directly, solely, and exclusively related to the ga16zbriel shai6zpir0 AI agent and for the avoidance of doubt does not include any web application or any subsequent improvements, derivative works, modifications, etc.

1.3 “**Source Code**” means all source code for the Licensed Technology.

1.4 “**Technology**” means, as applicable, all algorithms, apparatus, components, databases, data collections, configurations, designs, diagrams, equipment, formulae, inventions (whether or not patentable), hardware, know-how, interfaces, logos, marks (including brand names, product names, logos, and slogans), methods, processes, proprietary information,

protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), techniques, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

2. LICENSES

2.1 License Grants.

(a) **Technology License Grant.** Licensor hereby grants to Licensee a perpetual, irrevocable, worldwide, nontransferable, non-sublicensable, non-exclusive, royalty-free, and fully paid-up license, under all Intellectual Property Rights in and to the Licensed Technology, in all fields, to use, reproduce, modify, create derivative works of, distribute, display, and perform the Licensed Technology solely for the permitted corporate purposes of Licensee as set forth in its Certificate of Incorporation and Bylaws as of the Effective Date.

2.2 Intellectual Property. Unless otherwise consented to in a written agreement signed by Licensor, Licensee shall make available under free open-source software licenses all rights in and to derivative works, modifications, improvements, updates, new versions, and related Intellectual Property Rights developed or created by or on behalf of Licensee with regard to the Licensed Technology.

3. COMPENSATION.

Licensee has agreed that Licensor shall be allocated 30% of the GAIB Token supply in consideration of this Agreement.

4. TERM. This Agreement will take effect on the Effective Date and will remain in effect in perpetuity.

5. GENERAL

5.1 Further Assurances. Each party agrees to take such actions and execute such documents as are reasonably requested by the other party (including providing executed documents in such recordable form as is deemed required or necessary by the other party) to effect the purposes of this Agreement

5.2 Headings. The headings contained in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement.

5.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

5.4 Relationship of the Parties. Each party will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other party. Neither party may create any obligations or responsibilities on behalf of or in the name of the other party. Neither party will hold itself out to be a partner, employee, franchisee, representative, servant, or agent of the other party.

5.5 Governing Law; Venue; Attorneys' Fees.

(a) This Agreement will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware, United States of America (without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction).

(b) Except as otherwise provided in this Agreement, any Proceeding relating to this Agreement or the enforcement of any provision of this Agreement will be brought or otherwise commenced via binding arbitration in accordance with the Delaware Rapid Arbitration Act.

(c) If any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against either party to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

5.6 Assignment; Transfer.

(a) This Agreement shall be binding upon Licensor and its successors and assigns (if any) and Licensee and its successors and assigns (if any). This Agreement shall inure to the benefit of Licensor, Licensee, and the respective successors and assigns (if any) of the foregoing. Licensee has the right to freely assign any or all of its rights under this Agreement, in whole or in part, to any other Person without obtaining the consent or approval of Licensor. Each party shall not assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent. The foregoing notwithstanding, in the event of a sale of all or substantially all of the assets of Licensor relating to the Licensed Technology to a third party, Licensor may assign this Agreement to such third party without the prior written consent of the Licensee subject to Section 5.6(b). Any attempted assignment or delegation in violation of the foregoing will be null and void.

(b) If Licensor intends to assign, transfer, or exclusively license any of the Licensed Technology or any related Intellectual Property Rights to any third party, Licensor shall (i) promptly provide written notice to Licensee of any such assignment, transfer, or exclusive license that includes the identity of such third party and the scope of such assignment, transfer, or exclusive license; (ii) require such third party to be bound by the terms of this Agreement and provide Licensee with a written acknowledgement of the foregoing signed by such third party; and (iii) remain liable to Licensee under this Agreement.

5.7 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto will be cumulative (and not alternative). Each party agrees that: (a) in the event of any breach or threatened breach by the other party of any covenant, obligation or other provision

set forth in this Agreement, such party will be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) no Person will be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related Proceeding.

5.8 **Waiver.** No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege, or remedy under this Agreement, will operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise of any such power, right, privilege, or remedy will preclude any other or further exercise thereof or of any other power, right, privilege, or remedy. No party will be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed by both parties; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

5.9 **Bankruptcy.** The parties acknowledge and agree that this Agreement is a contract under which Licensor is a licensor of intellectual property as provided in Section 365(n) of Title 11, United States Code (the “**Bankruptcy Code**”). Licensor acknowledges that if Licensor, as a debtor in possession, or a trustee in bankruptcy in a case under the Bankruptcy Code (the “**Bankruptcy Trustee**”) rejects this Agreement, Licensee may elect to retain their rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon the written request of Licensee to Licensor or the Bankruptcy Trustee, neither Licensor nor such Bankruptcy Trustee will interfere with the rights of Licensee as provided in this Agreement.

5.10 **Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Licensee and Licensor.

5.11 **Severability.** In the event that any provision of this Agreement, or the application of any such provision to any party or set of circumstances, is determined by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

5.12 **Construction.**

(a) For purposes of this Agreement, whenever the context requires: the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.”

(d) As used in this Agreement, the use of “or” will not be deemed to be exclusive.

(e) Except as otherwise indicated, all references in this Agreement to “Sections” and “Schedules” are intended to refer to Sections of this Agreement and Schedules to this Agreement.

5.13 **Entire Agreement.** Subject to the following sentence, this Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, communications, and understandings among the parties (whether written or oral) relating to the subject matter hereof. If Licensor has granted any other license to Licensee with respect to the Licensed Technology or Intellectual Property Rights in or to Licensed Technology, the licenses grants in this Agreement are in addition to such other license.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Agreement as of the Effective Date.

METALEX LABS, INC.

By: DocuSigned by:
Gabriel Shapiro
C3509E6287324AB...

Name: Gabriel Shapiro

Title: CEO / President

Date: 1/24/2025

GAIB BORG, INC.

By: DocuSigned by:
Gabriel Shapiro
C3509E6287324AB...

Name: MetaLex Labs, Inc., a Delaware corporation

Title: Incorporator

Date: 1/24/2025