

OMNI-COMPASS FRAMEWORK LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the Effective Date by and between:

LICENSOR

Alan J. Dubra (d/b/a The Omni-Compass LLC) FL-USA

Email: skipperofship@yahoo.com

Phone: 321-746-4411

LICENSEE

Company Name: _____

Address: _____

Authorized Representative: _____

Title: _____

Email: _____

Phone: _____

Effective Date: _____

1. DEFINITIONS

“Framework” means the OMNI-COMPASS (Architectural) Framework and all associated equations, models, algorithms, symbol charts, documentation, definitions, and technical materials.

“Licensed Phases” means the Phases selected in Section 4.

“Gross Revenue” means all revenue generated by Licensee or its wholly owned subsidiaries from products, services, or systems incorporating the Framework.

“Improvements” means derivative works, enhancements, or optimizations created by Licensee.

“Confidential Information” means all proprietary information exchanged under this Agreement.

“Licensed Product” means any product incorporating the Framework.

“Subsidiary” means any wholly owned entity of Licensee.

“Purpose” means integration, research, development, and commercial deployment.

“Effective Date” means the date of last signature.

“Territory” means worldwide.

2. PURPOSE

The Framework is licensed solely for the Purpose described in Section 1.8.

This Agreement does not create a partnership, employment, joint venture, or agency relationship.

3. LICENSE GRANT

Licensors grants Licensee a perpetual, worldwide, non-exclusive license to use the Framework and Licensed Phases.

No ownership rights transfer.

Licensee may not sublicense.

Rights extend only to Licensee and its wholly owned subsidiaries.

4. LICENSED PHASES

☐ Phase 1

☐ Phase 2

☐ Phase 3

☐ Phase 4

☐ Phases 1–4 Bundle

☐ Phase 5 (Included only with Phases 1–4 Bundle)

☐ Phases 6–7 Combined Package

5. COMPANY VALUATION

Valuation: _____

Valuation Date: _____

Method: ☐ Market Cap ☐ Last Funding ☐ Independent Appraisal

6. FEES

6.0 Fee Structure Rationale

Fees are based solely on a percentage of Licensee valuation to ensure nondiscriminatory, proportional access across all industries and company sizes. This section does not modify any enforceable term.

6.1 Phases 1–4 Pricing

Each individual Phase (1–4) costs 0.25% of Company Valuation per Phase.

Examples:

- 1 Phase = 0.25%
- 2 Phases = 0.50%
- 3 Phases = 0.75%
- 4 Phases = 1.00%

6.2 Phase 5 Eligibility

Phase 5 is included at no additional cost only when Phases 1–4 are all purchased.

6.3 Phases 1–5 Total

Phases 1–4 total 1.00%, with Phase 5 included.

6.4 Phases 6–7 Combined Package

Phases 6 and 7 may only be licensed together. Combined total: 0.5% of Company Valuation.

6.5 Total Fee

Total Licensed Percentage: %

Total Upfront Fee Owed: \$_____

7. PAYMENT OPTIONS

Option 1 — 75% Upfront (25% Discount)

☐ Licensee pays 75% within 48 hours.

A 25% discount applies as an incentive for expedited payment and immediate allocation of Licensor resources.

Option 2 — Full Price (50/50 Split)

☐ 50% due within 48 hours; 50% due twelve months later.

Late payments accrue 2% monthly.

8. ROYALTIES

8.1 Royalty Rate

Licensee shall pay 2.5% of Gross Revenue from all Licensed Products.

8.2 Royalty Start Date

Royalty obligations begin on the earliest of:

- (a) One (1) year after the Effective Date, or
- (b) The first sale, deployment, release, or public availability of any product or service incorporating the Framework.

8.3 First Royalty Payment Date

The first royalty payment is due on the closest quarterly payment date (April 30, July 31, October 31, or January 31) within one month before or after the start date.

8.4 Quarterly Payments

Royalties continue quarterly on the dates above.

9. REPORTING AND AUDITS

Quarterly revenue reports required.

Licensors may audit once per year with 10 days' notice.

Underpayments exceeding 5% require interest, penalties, and audit reimbursement.

10. PERMITTED USES

Internal use

Integration

Commercial deployment

Internal modifications

Use within wholly owned subsidiaries

11. PROHIBITED USES

No sublicensing

No redistribution

No reverse engineering to recreate a competing framework

No unauthorized third-party access

12. IMPROVEMENTS

Licensee owns all Improvements.

Licensor retains perpetual, royalty-free rights to use and license any Improvements.

13. PATENT STATUS

Agreement remains valid regardless of patent issuance.

14. DELIVERY

Licensor shall deliver all licensed materials within 5 business days after initial payment.

15. SUPPORT

12 months of support included.

16. WARRANTIES AND DISCLAIMERS

Licensor warrants ownership and the right to license.

No known infringement.

Phases 6–7 are provided “AS IS.”

All other implied warranties disclaimed.

17. LIMITATION OF LIABILITY

Total liability shall not exceed the Upfront Fee paid.

No punitive, incidental, or consequential damages.

18. INDEMNIFICATION

Licensor indemnifies Licensee against infringement claims arising solely from unmodified Framework materials.

Licensee indemnifies Licensor against all claims arising from Licensee use, modifications, or conduct.

19. TERMINATION AND RIGHT TO CURE

15-day cure period for material breaches (nonpayment excluded).

Insolvency terminates immediately.

IP challenges void this Agreement.

20. CONFIDENTIALITY

Five-year confidentiality obligation.

21. DISPUTE RESOLUTION

Governing Law: Delaware

Venue: New Castle County, Delaware

Optional Arbitration: ☐ AAA ☐ JAMS ☐ Other _____

22. FORCE MAJEURE

No liability for delays caused by events beyond reasonable control.

23. GOVERNING LANGUAGE

This Agreement is written in English.

All translations are for convenience only.

If any translation differs from the English version, the English version controls.

24. ASSIGNMENT

Licensor may assign freely.

Licensee may assign only through full sale or merger of the company.

Sublicensing is prohibited.

25. AMENDMENTS

Must be written and signed by both Parties.

26. TAXES AND WITHHOLDING

All payments to Licensor shall be made in full, without deduction or withholding for any taxes, duties, levies, or governmental charges.

If any jurisdiction requires withholding, Licensee shall gross up the payment so Licensor receives the full amount owed.

Licensee shall provide official documentation of any withholding or remittance.

Taxes based on Licensor's income remain Licensor's responsibility; taxes related to Licensee's jurisdiction remain Licensee's responsibility.

27. NO OBLIGATION TO ENTER AGREEMENT

Delivery of this Agreement does not obligate Licensor to execute it.

Licensor is bound only upon signing.

Licensee's signature alone creates no obligation.

Licensor may decline execution for any reason without liability.

28. LICENSOR'S SOLE DISCRETION AND NON-RELIANCE

Licensee acknowledges Licensor may choose not to execute this Agreement for any reason.

Licensee shall have no reliance claim or cause of action if Licensor declines execution.

29. ENTIRE AGREEMENT

This Agreement constitutes the full and complete agreement between the Parties.

30. SIGNATURES

Licensors

Signature: _____

Printed Name: Alan J. Dubra (d/b/a The Omni-Compass LLC) FL-USA

Title: Owner

Date: _____

Licensee

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

APPENDIX A — TECHNICAL SPECIFICATIONS

Insert all technical documents, methodology, simulation instructions, equation image, symbol chart, and Phase 1–7 materials.

APPENDIX B — PHASE DESCRIPTIONS

Insert full Phase 1–7 documentation.

APPENDIX C — PAYMENT INSTRUCTIONS

Account Holder: Alan J. Dubra (d/b/a The Omni-Compass LLC) FL-USA

Bank Name: _____

Routing Number: _____

Account Number: _____

SWIFT/IBAN: _____

APPENDIX D — SUPPORT INFORMATION

Email: skipperofship@yahoo.com

Phone: 321-746-4411

APPENDIX E — INTELLECTUAL PROPERTY DOCUMENTATION

Insert all copyright documents, patent filings, provisional filings, USPTO receipts, SHA-512 digests, and supporting IP records.

END OF AGREEMENT