

ENRGYONE, Inc. INTELLECTUAL PROPERTY LICENSE AND SUBLICENSE AGREEMENT (to ACHILLES, Inc.)

This Intellectual Property License and Sublicense Agreement (the “Agreement”) is entered into as of the 31st day of July, 2026 (the “Effective Date”), by and between:

ENRGYONE, Inc., an Ohio corporation (the “Licensor” or “ENRGYONE”),

and

ACHILLES, Inc., a Texas corporation (the “Sublicensee” or “ACHILLES”), founded by Robert Kent Halbert II, Joshua Israel Moser, and Jason Scott Morris.

RECITALS

WHEREAS, Daniel Thomas Murphy and Jeanett Esmeralda Roldan Avila (the “Technology Co-Owners”) are the co-owners of certain Core Technology, including components derived from the Star-Magic repository and related programs;

WHEREAS, pursuant to the Articles of Incorporation of ENRGYONE, Inc., the Technology Co-Owners have granted ENRGYONE a lifetime, royalty-free, exclusive commercial license to use, modify, and commercially exploit the Core Technology solely within the oil and gas field of use;

WHEREAS, ACHILLES desires to obtain limited rights from ENRGYONE to use and commercialize certain applications of the Core Technology in the oil and gas sector under ENRGYONE’s exclusive license; and

WHEREAS, the parties wish to clarify that ownership of the Core Technology remains with the Technology Co-Owners and that ACHILLES receives only a limited sublicense from ENRGYONE;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 “**Core Technology**” means the technology, software, source code, algorithms, documentation, and related materials co-owned by Daniel Thomas Murphy and Jeanett Esmeralda Roldan Avila, including components derived from the Star-Magic repository,

QCalcGeom mathematical framework, and related developments, whether published under AGPL-3.0 or unpublished.

1.2 **“Oil and Gas Field of Use”** means commercial applications, products, and services in the oil and gas industry, including sub-surface interpretation, sensor data analysis, simulation, well output estimation, and related operations.

1.3 **“Commercial Version”** means any version, modification, or derivative work of the Core Technology prepared for use in the Oil and Gas Field of Use.

2. OWNERSHIP OF CORE TECHNOLOGY

2.1 The Core Technology is and shall remain co-owned by Daniel Thomas Murphy and Jeanett Esmeralda Roldan Avila (the Technology Co-Owners).

2.2 Nothing in this Agreement shall be construed as an assignment, transfer, or conveyance of any ownership interest in the Core Technology to ENRGYONE, to ACHILLES, or to any other party.

2.3 ENRGYONE’s rights in the Core Technology are limited to the exclusive commercial license granted to it by the Technology Co-Owners under ENRGYONE’s Articles of Incorporation and any related Commercial License Agreement.

3. GRANT OF SUBLICENSE BY ENRGYONE TO ACHILLES

3.1 Subject to the terms of this Agreement and to ENRGYONE’s exclusive commercial license, ENRGYONE hereby grants to ACHILLES a limited, non-exclusive, non-transferable (except as expressly permitted herein), royalty-free sublicense to use, reproduce, modify, and commercially exploit the Core Technology solely within the Oil and Gas Field of Use for ACHILLES’ business purposes.

3.2 This sublicense is granted solely under and subject to ENRGYONE’s exclusive commercial license. ACHILLES receives no greater rights than ENRGYONE itself possesses.

3.3 ACHILLES may offer single-seat use rights to its end customers solely in connection with ACHILLES’ commercial products and services in the Oil and Gas Field of Use, provided such customers are bound by appropriate terms protecting the Core Technology.

3.4 ACHILLES shall have no right to sublicense, assign, or transfer this sublicense except as expressly permitted in writing by ENRGYONE.

4. RESTRICTIONS

4.1 ACHILLES shall not use the Core Technology outside the Oil and Gas Field of Use.

4.2 ACHILLES shall not release, distribute, or make available any Commercial Version under the AGPL-3.0 license.

4.3 ACHILLES shall not take any action that would conflict with or diminish ENRGYONE's exclusive commercial license or the Technology Co-Owners' ownership of the Core Technology.

5. COMPLIANCE WITH AGPL-3.0 AND COMMERCIAL LICENSE

5.1 ACHILLES acknowledges that the Core Technology is dual-licensed under AGPL-3.0 (for open-source use) and under a separate commercial license controlled by the Technology Co-Owners.

5.2 All commercial use by ACHILLES in the Oil and Gas Field of Use shall be conducted exclusively under the commercial license path and this sublicense from ENRGYONE. ACHILLES shall not rely on the AGPL-3.0 license for any commercial oil and gas activities.

6. NO ASSIGNMENT OF CORE TECHNOLOGY

For clarity, this Agreement does not assign or transfer any ownership of the Core Technology. Any intellectual property created by ACHILLES that constitutes a derivative work based on the Core Technology shall be subject to the underlying ownership of the Technology Co-Owners and the terms of this sublicense.

7. CONFIDENTIALITY

ACHILLES and its founders agree to maintain the confidentiality of ENRGYONE's proprietary information and the Core Technology, except as required for ACHILLES' permitted commercial activities under this Agreement or as otherwise authorized in writing by ENRGYONE.

8. FURTHER ASSURANCES

Each party agrees to execute any additional documents and take any further actions reasonably necessary to perfect and evidence the rights granted under this Agreement.

9. TERM AND TERMINATION

9.1 This Agreement and the sublicense granted herein shall continue for so long as ENRGYONE's exclusive commercial license remains in effect, unless earlier terminated.

9.2 ENRGYONE may terminate this Agreement for material breach by ACHILLES that remains uncured for thirty (30) days after written notice.

9.3 Upon termination, ACHILLES shall cease all use of the Core Technology, except for wind-down rights reasonably necessary to support existing end customers for a limited transition period.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio, without regard to conflicts of law principles.

11. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements relating to such subject matter. It may be amended only by a written instrument signed by both parties. If any provision is found unenforceable, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ENRGYONE, INC.

By: _____ Daniel Thomas Murphy CEO / President

By: _____ Jeanett Esmeralda Roldan Avila Secretary /
Treasurer

ACHILLES, INC.

By: _____ Robert Kent Halbert II

By: _____ Joshua Israel Moser

By: _____ Jason Scott Morris

Key Alignments with Articles & Bylaws

- Core Technology ownership remains solely with Daniel Thomas Murphy and Jeanett Esmeralda Roldan Avila.
- ENRGYONE keeps its **exclusive** commercial license for oil & gas.
- ACHILLES receives only a **limited, non-exclusive sublicense** under ENRGYONE's exclusive rights.
- No assignment of Core Technology occurs.
- The structure is now consistent with the control framework, permanent officer roles, and exclusivity established in the Articles and Bylaws.