



## **Development and Commercial Access Agreement**

This (“Agreement”) is entered into as of February 6, 2026 (the “Effective Date”), by and between:

### **Forced Physics Data Center Technology LLC**

15475 N Greenway Hayden Loop, Suite B-12  
Scottsdale, AZ 85260  
 (“FP”)

and

### **A.R.T. Digital Holdings Corp. & it's Assignee (OTC: CGAC)**

12600 Hill Country Blvd., Suite R-275  
Bee Cave, TX 78738  
 (“A.R.T”).

FP and A.R.T. may be referred to individually as a “Party” and collectively as the “Parties.”

## ***1. Purpose and Intent***

The Parties intend to collaborate on the validation, engineering, and commercialization of FP’s JouleForce™ technology through a phased execution process. The objective is to move from third-party validation to full-system prototype development, and ultimately to a commercially deployable, containerized compute system.

This Agreement establishes the framework, access rights, phased triggers, and commercial principles governing that collaboration, while deferring final pricing and volume commitments until sufficient technical proof has been achieved.

## ***2. Ongoing Access to Technology***

### **2.1 Commercial Access Rights**

FP grants A.R.T. an ongoing right to purchase JouleForce™ blades and related components for use in A.R.T. systems and deployments.

## **2.2 No Exclusivity**

No exclusivity is granted under this Agreement. FP remains free to sell its technology, components, and solutions to third parties.

## **2.3 Continuity of Access**

The access rights granted under this Section continue regardless of any merger, acquisition, restructuring, or change of control involving FP.

# ***3. Continuity of Solutions and Technical Support***

## **3.1 Engineering Collaboration**

FP will remain available as a technical partner to support:

- Socket design
- Platform-specific adaptations
- Future server, workload, or system iterations

## **3.2 Manufacturing Relationships**

During early phases, A.R.T. may rely on FP's existing manufacturing, fixturing, and supplier relationships. The Parties acknowledge that the supply model may evolve over time, subject to mutual agreement.

# ***4. Commercial Flexibility and Pricing Framework***

## **4.1 Pricing Structure**

Pricing for JouleForce™ blades and related components will be determined using a commercially reasonable, volume-aware framework. Prices are not fixed under this Agreement.

## **4.2 Non-Discriminatory Treatment**

A.R.T. will not be commercially disadvantaged relative to similarly situated buyers at comparable volumes and deployment scale.

## **4.3 Future Definition**

Detailed pricing schedules, volume tiers, and related commercial terms may be defined in future exhibits, statements of work, or supplemental agreements following completion of technical milestones.

# ***5. Recognition of A.R.T. Contributions***

The Parties acknowledge that A.R.T. is contributing material cash and non-cash consideration to the commercialization of JouleForce™ technology, including:

- System-level container design and integration

- Creation of a commercially deployable compute product
- Market introduction and early adoption efforts
- Funding of third-party validation, including testing being conducted by Dr. Ortega.

These contributions form part of the consideration supporting the access, pricing, and continuity provisions of this Agreement.

## ***6. Phased Execution and Trigger Structure***

### **Phase 1 – Third-Party Validation (Agreement Activation)**

#### **Trigger**

A.R.T. agrees to reimburse FP for the cost of the agreed-upon third-party initial validation effort conducted by Dr. Alphonso Ortega for FP. FP is wholly responsible for the testing design to be implemented by Dr. Ortega.

#### **Deliverables and Rights**

The initial report produced by Dr. Ortega, including the associated testing results and underlying data, shall be provided to A.R.T. and may reference, summarize, interpret, and publicly disclose such third-party validation results, including in investor, market, and regulatory communications, subject to FP's and Dr. Ortega's confidentiality protections.

#### **Purpose**

- Independent technical validation of JouleForce™ performance
- Establishment of baseline data for commercial discussions

#### **Outcome**

- This Agreement becomes active for purposes of Phases 2 and 3
- Technical foundation established for subsequent engineering work

### **Phase 2 – AI Server Engineering and Prototype Development**

#### **Trigger**

- Acquisition of a production AI server platform, anticipated to be an NVIDIA B200- or B300-class system
- Payment by A.R.T. to FP for engineering and prototype development services. A.R.T. shall not gain any rights to FP's patents, intellectual property or trademarks through this

agreement, nor shall A.R.T. gain any rights to the prototypes developed by FP.

### **Estimated Capital Scope**

- Approximately \$250,000 payable to FP for engineering, design, and initial JouleForce™ heat sinks and devices for prototype development
- AI server hardware itself, owned by A.R.T. or a designated client

### **Purpose**

- Full-system testing on an actual production server
- Benchmarking, thermal validation, and performance characterization
- Finalization of technical assumptions required for commercial pricing and scaling

### **Outcome**

- A proven, working AI server configuration
- Inputs necessary to define preferred pricing and deployment assumptions

### **Agreement Milestone**

Completion of this phase constitutes the primary trigger for formalizing long-term commercial terms between the Parties.

## **Phase 3 – Scaled System Deployment (Contract Bonding Event)**

### **Trigger**

Order, construction, and delivery of a scaled system, referenced as a one-megawatt containerized deployment.

### **What This Represents**

- A fully integrated, commercially deployable containerized compute system
- JouleForce™ blades operating at system scale rather than lab scale

### **Purpose**

- Transition from prototype to commercial infrastructure
- Demonstration of system-level viability at meaningful deployment scale

### **Outcome**

- This Agreement becomes fully bonded

- Long-term supply, access, and pricing terms are finalized through supplemental agreements or exhibits

## ***7. Survivorship; Change of Control***

The Parties acknowledge that A.R.T. is committing material capital, time, engineering effort, and commercial risk to validate, integrate, and commercialize FP's JouleForce™ technology as part of the first market-ready systems based on such technology.

Accordingly, all rights granted to A.R.T. under this Agreement, including without limitation the right to purchase JouleForce™ blades and related components, the right to ongoing technical cooperation, and the commercial access and pricing framework contemplated herein, shall survive and remain in full force and effect notwithstanding any merger, acquisition, sale of equity, sale of assets, reorganization, or other change of control involving FP.

In the event FP, its JouleForce™ technology, or any successor or affiliated entity is acquired, assigned, or transferred to a third party, this Agreement shall be binding upon and inure to the benefit of such successor or acquiring entity, which shall be obligated to honor the terms of this Agreement without requiring renegotiation, re-approval, or modification as a condition of continued performance.

The Parties agree that this survivorship provision is a fundamental element of this Agreement and reflects A.R.T.'s reliance on the continuity of access and supply in undertaking early-stage commercialization and system deployment.

## ***8. Term and Termination***

### **8.1 Term**

This Agreement remains in effect through completion of Phase 3 unless earlier terminated by mutual written agreement.

### **8.2 Termination Prior to Phase 2**

Either Party may terminate prior to commencement of Phase 2 upon written notice, provided all incurred obligations are satisfied, and no breach has occurred.

## ***9. General Provisions***

- This Agreement establishes a framework and does not create a minimum purchase obligation.
- No volume commitments exist unless expressly agreed in writing.
- Amendments must be in writing and executed by both Parties.
- The governing law will be specified in a definitive agreement or an amendment.

## 10. Communications

A.R.T. shall have the right to publicly disclose the existence and general terms of this Agreement, the Parties' collaborative efforts, and the status of validation, engineering, and commercialization activities contemplated herein, including in investor presentations, regulatory filings, press releases, and other market communications.

Such disclosures shall not include FP's confidential technical information, trade secrets, or proprietary design details, except as expressly permitted under this Agreement or approved in writing by FP.

### **AGREED & ACKNOWLEDGED**

#### **A.R.T. Digital Holdings Corp. (OTC: CGAC)**

By: Logan William Rice  
Name: Logan William Rice  
Title: Chief Executive Officer  
Date: February 6, 2026

#### **Forced Physics Data Center Technology LLC**

By: Robert S. Davis  
Name: Robert S. Davis  
Title: Chief Administrative Officer  
Date: February 5, 2026