

CARAPACE / CORTEX

DISCOVERY & INTEGRATION SPRINT AGREEMENT

A focused pilot for practical automation proof points, issued only under an accepted Carapace / Cortex Order Form and governed by the incorporated Commercial License Agreement.

SPRINT FEE	PRIMARY DELIVERABLES	COMMERCIAL CREDIT
\$3,000	WORKFLOW + SANDBOX	FIRST 2 MONTHS

Version 1.0 | Effective Date: June 19, 2026

Prepared as a business-first draft for legal counsel review before signing or use.

ISSUED BY

Carapace LLC
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CORTEX DISCOVERY & INTEGRATION SPRINT AGREEMENT

This Cortex Discovery & Integration Sprint Agreement ("Sprint Agreement") is entered into by and between Carapace LLC ("Carapace") and the customer identified in the applicable Order Form ("Client").

1. Non-Standalone Status; Order Form and Commercial License

NOT A STANDALONE AGREEMENT

This Sprint Agreement is supplemental and has no force or effect unless it is incorporated into an accepted Carapace / Cortex Order Form or other written authorization between Carapace and Client (the "Order Form"). The Sprint does not independently grant Client a commercial license to Cortex, ongoing access to Cortex, or any Strategy & Support Retainer services.

The applicable Cortex Commercial License Agreement identified in the Order Form (the "Commercial License Agreement") is incorporated into this Sprint Agreement by reference solely as the governing legal framework for the Sprint. Its provisions concerning definitions, Client responsibilities, data custody, intellectual property, confidentiality, security, warranty disclaimers, limitation of liability, indemnification, attorneys' fees, governing law, venue, and dispute resolution apply to the Sprint as though set out in full here, except to the extent this Sprint Agreement expressly states a different term.

The parties acknowledge that Client may purchase the Sprint before activating a recurring Cortex Commercial License. In that event, the incorporated Commercial License Agreement governs the Sprint only as the contractual legal framework; it does not itself activate a recurring commercial license, continuing platform access, or support retainer.

If there is a conflict between this Sprint Agreement and the incorporated Commercial License Agreement, this Sprint Agreement controls only as to the Sprint-specific scope, fee, credit, deliverables, and completion terms. The Order Form controls if it expressly states otherwise.

2. Purpose

The Cortex Discovery & Integration Sprint is a focused pilot designed to map Client workflows, evaluate credential and security needs, deploy a secure Cortex sandbox, build one to two live automations, establish filemap architecture, and project SaaS-consolidation ROI.

The Sprint is intended to demonstrate practical value and determine the appropriate commercial Cortex tier or deployment path.

3. Sprint Fee

The Sprint fee is \$3,000, due according to the payment terms in the applicable Order Form. Unless the Order Form states otherwise, the Sprint fee is non-refundable once Sprint planning, discovery, or delivery work begins.

4. Commercial Credit

If Client activates a recurring Cortex Commercial License and Strategy & Support Retainer within 90 days after Sprint completion, the \$3,000 Sprint fee will be credited toward the first two billing cycles of recurring service, as specified in the applicable Order Form.

Unless otherwise stated in writing:

- the credit is non-refundable;

- the credit is non-transferable;
- the credit applies only to Cortex recurring commercial service;
- the credit does not apply to third-party costs, pass-through expenses, custom development outside Sprint scope, or separately quoted services; and
- the credit expires if Client does not activate qualifying commercial service within 90 days after Sprint completion.

5. Sprint Deliverables

Carapace will provide the following deliverables:

- one-day workflow mapping and credential/security audit;
- secure Cortex sandbox deployment, local/cloud hybrid as appropriate;
- one to two live automations selected by mutual agreement;
- filemap architecture and embedding breadcrumb setup;
- SaaS-consolidation ROI projection;
- commercial tier or deployment recommendation; and
- post-pilot handoff summary.

6. Example Automations

Example Sprint automations may include:

- transcript-to-content routing;
- voice/style model capture and routing;
- browser-extension PDF workflow;
- document intake and summarization;
- filemap discovery workflow;
- approval-gated content drafting;
- lead-intake routing;
- internal knowledge-retrieval prototype;
- creator-pipeline automation; or
- administrative workflow automation.

Final automation selection depends on feasibility, Client access, available third-party services, and Sprint scope.

7. Out of Scope

The Sprint does not include:

- full production deployment;
- unlimited automations;
- custom SaaS product development;
- enterprise security certification;
- legal, financial, medical, or regulated professional advice;
- third-party subscription costs;
- long-term hosting;

- ongoing support after Sprint completion;
- major data migration; or
- custom integrations beyond agreed Sprint scope.

Out-of-scope work may be quoted separately through a module, Order Form, or Statement of Work.

8. Client Responsibilities

Client will provide:

- timely access to necessary systems;
- authorized personnel for workflow mapping;
- test data or sandbox data where possible;
- approval for selected automations;
- required third-party accounts or API access; and
- reasonable cooperation during Sprint scheduling.

Delays caused by lack of Client access, approvals, systems, or cooperation may extend the Sprint timeline or require rescheduling. Client remains responsible for all rights, permissions, account authority, and third-party terms necessary to use Client Data and selected third-party services during the Sprint.

9. Data Custody and Credentials

Client retains ownership of Client Data. Carapace will not knowingly store raw credentials or production data long-term unless expressly authorized in writing by Client and subject to the applicable security terms.

The Sprint may use credential tunnels, browser sessions, sandbox accounts, temporary access, or Client-controlled environments to reduce credential exposure. Client remains responsible for authorizing access, maintaining account security, and confirming that its use of Client Data and third-party services is lawful and permitted.

10. Intellectual Property

Client retains ownership of Client Data, Client-specific workflows, Client-specific routing rules, and voice/style models derived from Client materials. Carapace retains ownership of Cortex, platform architecture, reusable tools, generalized workflow methods, templates, code, and other Carapace Background IP.

Unless otherwise stated in the Order Form, Client receives a limited license to use Sprint deliverables for internal evaluation only. Upon activation of a commercial license, Client may use applicable Sprint deliverables for internal commercial use in accordance with the Commercial License Agreement and the applicable Order Form.

11. No Auto-Renewal; No Continuing Service

The Sprint ends upon delivery of the agreed Sprint deliverables. It does not automatically renew and does not create a recurring commercial license, support retainer, or continuing hosting, maintenance, or support obligation unless Client signs or accepts a separate Order Form or other written authorization.

At the end of the Sprint, Carapace may disable or decommission any sandbox, temporary environment, or pilot access, subject to any transition or export obligations expressly stated in the Order Form.

12. Warranty Disclaimer

Sprint deliverables are pilot-stage and may be prototypes, proof-of-concept workflows, sandbox deployments, or experimental automations. Carapace does not warrant that Sprint deliverables are production-ready unless expressly stated in writing. All additional warranty disclaimers in the Commercial License Agreement apply to the Sprint.

13. Limitation of Liability

To the maximum extent permitted by law, Carapace's total aggregate liability under or relating to the Sprint will not exceed the Sprint fee actually paid by Client, except for liability that cannot be limited under applicable law. The additional limitation-of-liability provisions in the Commercial License Agreement apply to the Sprint.

14. Completion and Handoff

At Sprint completion, Carapace will provide a handoff summary that may include:

- workflow map;
- credential/security observations;
- sandbox summary;
- automation summary;
- filemap structure;
- ROI projection;
- commercial recommendation; and
- next-step implementation plan.

15. Contact

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