

CARAPACE / CORTEX

STRATEGY & SUPPORT RETAINER TERMS

Ongoing advisory, configuration, workflow optimization, and support services available only with an active paid Cortex Commercial License.

STANDARD RETAINER	INCLUDED SUPPORT	FORMAL AGENT UPDATE
\$399 / MONTH	UP TO 10 HOURS	1 / MONTH

Version 1.0 | Effective Date: June 19, 2026

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

ISSUED BY

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STRATEGY & SUPPORT RETAINER TERMS

These Strategy & Support Retainer Terms ("Retainer Terms") govern support and strategy services provided by Carapace LLC ("Carapace") to the customer identified in the applicable Order Form ("Client") in connection with Cortex.

1. Relationship to the Cortex Commercial License

COMMERCIAL LICENSE REQUIRED

These Retainer Terms are supplemental to, and may be purchased and used only with, an active paid Cortex Commercial License Agreement between Carapace and Client (the "Commercial License Agreement"). The Retainer is not a standalone service and does not grant Client any independent right to access, use, or receive support for Cortex.

The Retainer becomes effective only when Client has both (a) an accepted Order Form or other written authorization that includes the Retainer and (b) an active, paid Commercial License Agreement. Client must maintain its Commercial License Agreement, including all required payments, throughout the Retainer term.

If the Commercial License Agreement expires, terminates, or is suspended, these Retainer Terms and Carapace's obligation to provide Retainer services automatically suspend or terminate, as applicable, at the same time unless Carapace agrees otherwise in writing.

The Commercial License Agreement is incorporated into these Retainer Terms by reference. Its provisions concerning payment, Client responsibilities, data custody, intellectual property, confidentiality, security, warranty disclaimers, limitation of liability, indemnification, attorneys' fees, governing law, venue, and dispute resolution apply to these Retainer Terms as though set out in full here. If these Retainer Terms conflict with the Commercial License Agreement, the Commercial License Agreement controls unless the applicable Order Form expressly states otherwise.

2. Included Monthly Services

The standard Strategy & Support Retainer includes up to 10 hours per month of support and strategy services.

Included services may include:

- agent tuning;
- workflow refinement;
- routing adjustments;
- approval-gate configuration;
- Documentation updates;
- troubleshooting;
- quarterly architecture review;
- priority routing guidance;
- commercial-tier recommendations;
- SaaS-consolidation planning;
- one formal agent update per month; and
- ticket-based support intake.

3. Monthly Fee

The standard Strategy & Support Retainer is \$399 per month or \$4,590 per year, unless otherwise stated in an Order Form. Retainer fees are in addition to, and do not replace, fees for the Cortex Commercial License.

The applicable Order Form governs billing frequency, payment timing, taxes, late charges, and any other payment terms. Retainer fees are due only during the period in which Client maintains an active paid Commercial License Agreement, unless the parties agree otherwise in writing.

4. Extended Support

Client may purchase the Extended Support Retainer add-on for \$199 per month, increasing included support to 15 hours per month. Unless otherwise stated in an Order Form, unused hours do not roll over.

5. Scope Boundaries

The Retainer does not include:

- custom SaaS builds;
- major new software features;
- third-party subscription costs;
- third-party API costs;
- large-scale data migration;
- legal, financial, medical, or regulated professional advice;
- security audits beyond agreed scope;
- custom integrations requiring substantial development;
- emergency incident response outside Cortex-controlled components; or
- on-site services unless separately agreed.

Work outside the Retainer scope may be quoted separately or added through a module, Order Form, or Statement of Work.

6. Agent Updates

The Retainer includes one formal agent update per month, scope-bounded to reasonable configuration, prompt, routing, tool, or behavior improvements. Major agent redesigns, multi-agent architecture rebuilds, or custom software development may require a separate quote, module, or Statement of Work.

7. Quarterly Architecture Review

The Retainer includes one quarterly architecture review. The review may include:

- workflow performance review;
- Active Operator usage review;
- SaaS-replacement progress;
- ROI projection update;
- governance recommendations;
- security and credential-routing review; and
- roadmap recommendations.

8. Response Times

Unless otherwise stated in an Order Form:

- Critical Issue response target: 4 business hours;
- standard issue response target: 24 business hours; and
- general strategic requests: commercially reasonable response based on queue and urgency.

A "Critical Issue" means a material failure of a Carapace-controlled production component that prevents Client from using a core function included in Client's active paid Cortex Commercial License. Response targets measure acknowledgment, triage, and the start of commercially reasonable action; they do not guarantee final resolution within the applicable target time.

9. Support Channels

Support requests must be submitted through the approved intake channel designated by Carapace, such as ticketing, email, portal, or project-management system. Requests made outside approved channels may not be tracked against service levels or included-support hours.

10. Client Cooperation

Client agrees to provide:

- timely access to relevant systems;
- accurate descriptions of issues;
- test credentials or sandbox access when needed;
- responsible personnel for approvals;
- prompt review of proposed changes; and
- compliance with third-party service terms.

Client remains responsible for maintaining the rights, permissions, systems, accounts, credentials, and third-party subscriptions necessary for Carapace to perform Retainer services.

11. Overage

If Client exceeds included monthly support hours, Carapace may:

- pause non-critical support until the next billing period;
- request approval for overage;
- bill overage at \$250 per hour; or
- recommend an upgraded Retainer or separate Statement of Work.

Overage will not be billed without Client approval unless expressly authorized in the applicable Order Form.

12. Contact

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