

CARAPACE / CORTEX

CORTEX COMMERCIAL LICENSE AGREEMENT

Commercial platform access, custody-first controls, and implementation support for business use of Cortex.

BASE PLATFORM	SUPPORT RETAINER	INCLUDED OPERATORS
\$499 / MONTH	\$399 / MONTH	UP TO 10

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

ISSUED BY

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CORTEX COMMERCIAL LICENSE AGREEMENT

This Cortex Commercial License Agreement ("Agreement") is entered into by and between Carapace LLC ("Carapace") and the customer identified in the applicable Order Form ("Client").

PARTNERSHIP STATEMENT

Carapace does not merely license software. Carapace partners with teams to navigate the practical application of AI in their operations. Cortex serves as Client's operator-controlled harness, while Carapace's Strategy & Support Retainer provides dedicated expertise to adapt workflows, maintain custodial control, and scale intelligently. Client pays for continuous partnership, not merely platform access.

This Agreement governs Client's paid commercial use of the Cortex platform and related software, documentation, governance tools, secure routing features, browser extension, filemap discovery, audit logs, updates, and related platform features, together with any strategic integration, support, advisory, or implementation services purchased under an applicable Order Form.

1. Agreement Structure

1.1 Purpose and Partnership Scope

This Agreement governs the commercial use of the Cortex Platform and Carapace's ongoing strategic integration services. Carapace acts as a technical partner to help Client adapt to evolving AI capabilities, supporting custody-first deployment, taste-aligned execution, and human-in-the-loop governance. The Strategy & Support Retainer is not merely break/fix support; it is a continuous advisory engagement to guide agent configuration, workflow optimization, governance structure, and SaaS consolidation.

This Agreement consists of:

1. this Cortex Commercial License Agreement;
2. any applicable Order Form;
3. any applicable Statement of Work;
4. the Carapace Strategy & Support Retainer Terms, if purchased; and
5. any Security Exhibit, Data Processing Addendum, or SLA attached to or incorporated by the parties.

If there is a conflict, the following order controls:

1. a signed Order Form or Statement of Work;
2. a Data Processing Addendum or Security Exhibit;
3. this Agreement;
4. Retainer Terms or support documentation; and
5. online documentation.

2. Definitions

(a) "Active Operator" means a unique control context managing an isolated workflow environment, credential tunnel, approval gateway, or execution node. Each authenticated control session, filemap sync, or independent automation endpoint that operates within Cortex's governance layer counts as one Active Operator.

- (b) "Carapace Background IP" means Carapace's pre-existing and independently developed intellectual property, including Cortex, platform architecture, core code, generic templates, generic agent patterns, generalized workflows, documentation, know-how, development tools, system designs, trademarks, reusable methods, concepts, and techniques.
- (c) "Client Data" means data, files, prompts, credentials, workflows, outputs, documents, configurations, business information, and other materials provided by or on behalf of Client.
- (d) "Credential Tunnel" means a controlled mechanism through which Cortex interacts with Client-authorized accounts, systems, or browser sessions without Carapace storing raw credentials long-term.
- (e) "Cortex Platform" means the Cortex software, application, governance layer, browser extension, secure routing functions, filemap discovery, audit logs, platform updates, and related components made available by Carapace for commercial use.
- (f) "Documentation" means user guides, technical materials, onboarding documents, workflow instructions, and other written materials provided by Carapace.
- (g) "Order Form" means a signed or accepted ordering document specifying the license, pricing, term, operator threshold, support package, add-ons, and other commercial terms.
- (h) "Support Retainer" means the monthly strategy and support services purchased by Client, as further described in the Carapace Strategy & Support Retainer Terms.
- (i) "Third-Party Services" means any model provider, API, software platform, cloud service, plugin, browser, integration, or other service not owned or controlled by Carapace.

Active Operator Examples

- One user managing one workflow environment may count as one Active Operator.
- One user managing forty isolated workspaces may count as forty Active Operators.
- Each independent credential tunnel, isolated filemap sync, approval gateway, or automation endpoint may count separately.
- Passive viewers, read-only accounts, and external collaborators without control-plane access are excluded unless they initiate, approve, govern, or operate a controlled Cortex workflow.

3. License Grant

Subject to Client's payment of fees and compliance with this Agreement, Carapace grants Client a limited, non-exclusive, non-transferable, non-sublicensable commercial license to access and use the Cortex Platform during the applicable subscription term for Client's internal business purposes.

Unless expressly stated in an Order Form, the license does not include the right to:

- resell Cortex;
- provide managed Cortex services to third parties;
- white-label Cortex;
- use Cortex as part of a competing product or service;
- transfer access to unaffiliated third parties;
- exceed purchased Active Operator limits; or
- reverse engineer proprietary Carapace services or hosted components, except where that restriction is prohibited by law.

4. Platform License Package

The standard Cortex Platform License is \$499 per month or \$5,590 per year, unless otherwise stated in an Order Form.

The Platform License provides access to the Cortex control plane and includes:

- Cortex Platform access;
- governance layer;
- custody controls;
- secure routing;
- browser extension;
- filemap discovery;
- audit logs;
- platform updates;
- unlimited seats within the licensed environment, subject to Active Operator limits; and
- base inclusion of up to 10 Active Operators unless otherwise stated in the Order Form.

The Platform License is separate from the Strategy & Support Retainer. The Platform License grants commercial access to the software; the Retainer provides ongoing advisory, support, configuration, and workflow optimization services.

5. Active Operator Threshold and Scaling

The base Cortex Commercial License includes up to 10 Active Operators. Each Active Operator above the included threshold is billed at \$79 per Active Operator per month, unless otherwise stated in an Order Form.

Scaling is strictly additive and does not require a forced tier jump. Client may add the following at any time, subject to availability and any applicable Order Form update:

- additional Active Operators at \$79 per operator per month;
- Complex Workflow Routing Module at \$149 per month;
- Extended Support Retainer at \$199 per month, increasing included support to 15 hours per month;
- Multi-Workspace Governance Layer at \$249 per month; and
- other modules or services as specified in an Order Form.

Add-ons are billed monthly or prorated annually, as applicable. Carapace may reasonably require an updated Order Form, written approval, or billing authorization before activating paid add-ons.

Carapace may periodically review Active Operator usage. If usage exceeds licensed limits, Carapace may notify Client and invoice for additional operators or require Client to reduce usage within a reasonable period.

6. Strategy and Support Retainer; Fees

The standard Strategy & Support Retainer is \$399 per month or \$4,590 per year, unless otherwise stated in an Order Form.

The Retainer provides up to 10 hours per month of strategy, agent tuning, routing configuration, workflow optimization, and priority support. It includes one scope-bounded formal agent update per month and one quarterly architecture review.

The Retainer is a continuous advisory and implementation-support engagement. It is designed to help Client adapt Cortex to changing AI capabilities, improve operational workflows, evaluate SaaS consolidation opportunities, and maintain appropriate governance over human-in-the-loop automation.

Unless otherwise stated in the Order Form, standard pricing is:

STANDARD COMMERCIAL PACKAGE	MONTHLY	ANNUAL
Cortex Platform License	\$499	\$5,590
Strategy & Support Retainer	\$399	\$4,590
Total	\$898	\$10,180

Annual pricing reflects an approximate 17% savings against monthly pricing. Fees are due according to the payment schedule in the Order Form.

7. Payment Terms

Unless otherwise stated in an Order Form:

- monthly fees are billed monthly in advance;
- annual fees are billed annually in advance;
- payment is due within 15 days after the invoice date;
- late amounts may accrue interest at 1.5% per month or the maximum amount permitted by law, whichever is lower; and
- Client is responsible for applicable taxes, excluding taxes based on Carapace's net income.

8. Pilot-to-Commercial Transition and Pilot Credit

The Cortex Discovery & Integration Sprint does not automatically activate commercial service. Commercial service begins only when Client signs or accepts a separate Order Form or other written authorization for a Cortex Commercial License, Strategy & Support Retainer, or related paid service.

If Client completed a paid Cortex Discovery & Integration Sprint, the \$3,000 pilot fee may be credited to the first two billing cycles of recurring Cortex commercial service, as specified in the applicable Order Form.

Unless otherwise agreed in writing:

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

9. Data Custody

Client retains ownership of Client Data. Carapace will not claim ownership over Client Data, workflows, voice/style models created specifically from Client materials, routing rules specific to Client operations, or Client-specific business configurations, except for Carapace Background IP as described in this Agreement.

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

Cortex is designed to support:

- credential tunneling;
- human-in-the-loop approval gates;
- audit logs;
- reversible routing where technically feasible;
- controlled workflow execution; and
- custody-first deployment models.

10. Client Responsibilities

Client is responsible for:

- obtaining all rights necessary to use Client Data with Cortex;
- ensuring lawful use of Cortex;
- managing authorized users;
- protecting Client systems and accounts;
- maintaining appropriate backups;
- reviewing and approving outputs before commercial reliance;
- complying with industry-specific laws and regulations; and
- maintaining Third-Party Service accounts, subscriptions, API keys, model provider accounts, and credentials used with Cortex.

Cortex may integrate with third-party tools, model providers, software platforms, APIs, browsers, cloud services, local systems, and other external services. Client remains responsible for complying with Third-Party Service terms.

11. Third-Party Services and AI Providers

Cortex may route tasks through Third-Party Services selected or authorized by Client. Unless expressly stated in an Order Form, Carapace does not provide or include third-party AI model usage, third-party SaaS subscriptions, cloud infrastructure charges, API fees, storage fees, or external-service costs.

Client acknowledges that Third-Party Services may change, degrade, fail, alter pricing, restrict API access, or modify functionality. Carapace is not responsible for Third-Party Service failures, but may assist Client in mitigation or rerouting under applicable support terms.

12. Intellectual Property

12.1 Carapace Background IP

Carapace retains ownership of all Carapace Background IP, including:

- Cortex software;
- platform architecture;
- core code;
- generic templates;
- generic agent patterns;
- generalized workflows;

- Documentation;
- know-how;
- development tools;
- system designs;
- Carapace trademarks and branding; and
- reusable methods, concepts, and techniques.

12.2 Client IP

Client retains ownership of:

- Client Data;
- Client documents and files;
- Client confidential information;
- Client-specific workflows derived from Client operations;
- Client-specific voice/style models created from Client materials;
- Client-specific routing rules; and
- Client-specific process maps and business logic.

12.3 Deliverables

Unless otherwise specified in an Order Form:

- Client receives a license to use deliverables created specifically for Client during the term;
- Carapace retains ownership of reusable tools, general methods, generalized automation patterns, and non-Client-specific components; and
- Client may not resell, sublicense, or commercialize Carapace Background IP without written permission.

13. Confidentiality

Each party may receive confidential information from the other party. Confidential information includes non-public business, technical, financial, operational, product, security, customer, pricing, workflow, credential, and strategic information.

The receiving party will:

- use confidential information only to perform under this Agreement;
- protect it using reasonable care;
- not disclose it to unauthorized third parties; and
- limit access to personnel and contractors with a need to know.

Confidentiality obligations do not apply to information that:

- is publicly available without breach;
- was known before disclosure;
- is independently developed without use of confidential information;
- is lawfully received from a third party; or
- must be disclosed by law, provided the receiving party gives reasonable notice if legally permitted.

14. Security

Carapace will use commercially reasonable safeguards appropriate to the nature of the services provided. Where applicable, security measures may include:

- credential tunneling;
- access controls;
- audit logs;
- least-privilege configuration;
- approval gates;
- secure sandbox deployment;
- limited retention of production data; and
- segregation of Client environments where technically feasible.

Client acknowledges that no system is perfectly secure and that AI workflow tools require careful human oversight.

15. Support and Service Levels

If Client purchases the Strategy & Support Retainer, support terms are governed by the Carapace Strategy & Support Retainer Terms.

Unless otherwise specified:

- critical response target: 4 business hours;
- standard response target: 24 business hours; and
- platform uptime target: 99% monthly uptime for hosted components controlled by Carapace.

Response targets measure the time for Carapace to acknowledge, triage, and begin commercially reasonable action on a support request. They do not guarantee final resolution within that period, because resolution may depend on Client systems, Third-Party Services, API availability, local environments, credential access, or issue complexity.

Uptime commitments do not apply to:

- Client-controlled systems;
- local environments;
- Third-Party Service outages;
- scheduled maintenance;
- force majeure events;
- Client misconfiguration;
- unsupported modifications; or
- experimental features.

16. Term and Renewal

The initial term is stated in the Order Form. Unless otherwise stated:

- monthly subscriptions renew month-to-month;
- annual subscriptions renew annually;
- either party may terminate monthly service with 30 days' written notice; and

- annual subscriptions may be terminated at the end of the annual term with 30 days' written notice before renewal.

17. Suspension

Carapace may suspend access if:

- Client fails to pay undisputed amounts when due;
- Client materially breaches this Agreement;
- use creates a security risk;
- use violates law; or
- use exceeds license scope after notice and an opportunity to cure.

Carapace will use reasonable efforts to provide notice and an opportunity to cure when practical.

18. Termination

Either party may terminate for material breach if the breach is not cured within 30 days after written notice.

Upon termination:

- Client must stop using Cortex commercially unless otherwise authorized;
- Client must pay outstanding amounts;
- Carapace will assist with reasonable transition or export as described in the Order Form or support terms; and
- confidentiality, intellectual property, payment, limitation of liability, indemnification, governing law and venue, attorneys' fees, and other provisions intended to survive will survive.

19. Warranty Disclaimer

Except as expressly stated in this Agreement, Cortex and related services are provided "as is" and "as available." Carapace disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement.

Carapace does not warrant that Cortex will be error-free, uninterrupted, or produce legally, financially, medically, operationally, or commercially reliable outputs without human review.

20. AI Output Disclaimer

Client acknowledges that AI-generated outputs may be inaccurate, incomplete, biased, outdated, or unsuitable for particular uses. Client is responsible for human review, approval, and final decision-making. Cortex is designed to amplify human judgment and rhythm, not replace professional oversight.

21. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, exemplary, punitive, or lost-profit damages arising out of or related to this Agreement.

To the maximum extent permitted by law, Carapace's aggregate liability under this Agreement will not exceed the fees paid by Client to Carapace during the six months preceding the event giving rise to liability, except for liability that cannot be limited under applicable law.

22. Indemnification

22.1 Client Defense and Indemnity

Client will defend, indemnify, and hold harmless Carapace, its affiliates, and their respective officers, directors, members, employees, contractors, agents, licensors, and service providers from and against any third-party claim, demand, action, proceeding, loss, damage, liability, judgment, settlement, penalty, fine, cost, or expense, including reasonable attorneys' fees and costs, to the extent arising out of or related to:

- (a) Client Data, including Client's collection, possession, processing, disclosure, submission to Cortex, or use of Client Data;
- (b) any unlawful, fraudulent, negligent, unauthorized, or otherwise prohibited conduct by Client, an authorized user, or anyone acting on Client's behalf;
- (c) Client's use, reliance on, publication, distribution, or commercial exploitation of Outputs, including any failure to perform appropriate human review, validation, or obtain required permissions;
- (d) Client's breach of Third-Party Service terms, including terms of model providers, API providers, software services, cloud providers, browsers, plugins, integrations, or other external services;
- (e) Client's breach of this Agreement; or
- (f) any claim otherwise caused by Client's systems, credentials, configurations, instructions, integrations, acts, or omissions.

Carapace will give Client prompt written notice of an indemnified claim, provided that any delay relieves Client of its obligations only to the extent the delay materially prejudices Client's defense. Client will control the defense with counsel reasonably acceptable to Carapace, and Carapace may participate with counsel of its choosing at its own expense. Client may not settle any claim without Carapace's prior written consent if the settlement admits fault by Carapace, imposes an obligation on Carapace, restricts Carapace's rights, or does not provide Carapace a full and unconditional release. This Section does not require Client to indemnify Carapace to the extent a claim is finally determined to have resulted from Carapace's gross negligence or willful misconduct.

22.2 Carapace Intellectual Property Indemnity

Carapace will defend and indemnify Client against a third-party claim alleging that the Cortex Platform, as provided by Carapace and used by Client according to this Agreement, infringes that third party's United States intellectual-property rights.

Carapace will have no obligation for claims arising from:

- Client modifications;
- Client Data;
- Third-Party Services;
- combination with non-Carapace products;
- use outside the scope of this Agreement; or
- community-created archetypes, templates, or integrations not provided by Carapace.

Client will provide Carapace prompt written notice of any claim, allow Carapace sole control of the defense and settlement, and reasonably cooperate at Carapace's expense. Carapace may not settle a claim in a manner that admits Client fault, imposes a non-monetary obligation on Client, or fails to provide Client a full release without Client's prior written consent.

23. Publicity

Carapace may identify Client as a customer only with Client's prior written consent, unless otherwise stated in the Order Form. Case studies, testimonials, logos, and public references require separate written approval.

24. Assignment

Neither party may assign this Agreement without the other party's consent, except to an affiliate or successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

25. Governing Law; Exclusive Jurisdiction and Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. Each party irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Miami-Dade County, Florida. Where federal subject-matter jurisdiction exists, each party irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. Each party waives any objection based on forum non conveniens or improper venue, except to the extent applicable law does not permit that waiver.

26. Mutual Prevailing-Party Attorneys' Fees

In any action, arbitration, or other proceeding arising out of or relating to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including reasonable attorneys' fees and costs incurred at trial, on appeal, in post-judgment proceedings, and in collection efforts, to the extent permitted by applicable law.

27. Entire Agreement

This Agreement, together with applicable Order Forms, Statements of Work, and incorporated exhibits, is the entire agreement between the parties regarding Cortex commercial use and supersedes prior discussions or agreements on the same subject.

28. Carapace Contact Information

Carapace LLC
1231 SW 12 Court
Miami, Florida 33135
CarapaceAI@gmail.com
<http://CarapaceAI.org>

END OF AGREEMENT