

CARAPACE / CORTEX

CORTEX COMMUNITY EDITION LICENSE AGREEMENT

A limited license for personal, educational, hobbyist, research, and expressly permitted evaluation use.

LICENSED USERS	ACTIVE OPERATORS	REVENUE MAXIMUM
1 USER	1 ACTIVE OPERATOR	\$100,000 ANNUAL GROSS REVENUE

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

ISSUED BY

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CORTEX COMMUNITY EDITION LICENSE AGREEMENT

This Cortex Community Edition License Agreement (the "Agreement") governs use of the Cortex Community Edition software and related documentation made available by Carapace LLC ("Carapace," "we," "us," or "our").

By downloading, installing, accessing, or using Cortex Community Edition, you agree to this Agreement. If you do not agree, do not download, install, access, or use Cortex Community Edition.

1. Purpose

Cortex Community Edition exists to make personal AI infrastructure accessible to individuals, students, hobbyists, researchers, and non-commercial builders.

Community Edition is supported by commercial licensing, consulting, training, partnerships, and community contributions. It may include limited Carapace-owned sponsorship notices describing the project, licensing options, consulting services, community initiatives, or related Carapace offerings.

Cortex will not serve third-party advertising, operate as an advertising network, or use deceptive promotional interfaces.

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 may count as one Active Operator.
- (b) "Carapace Services" means consulting, deployment, integration, onboarding, training, infrastructure design, agent automation, workflow design, and related professional services offered by Carapace.
- (c) "Commercial Use" means use of Cortex by or for a business, revenue-generating activity, paid client work, internal business operations, production commercial workflow, organization-wide deployment, or any activity intended to produce commercial value, unless Carapace expressly permits that use in writing.
- (d) "Community Edition" means the free version of Cortex made available for personal, educational, hobbyist, research, non-commercial experimentation, and other expressly permitted uses.
- (e) "Cortex" means the software platform, code, application, agent orchestration system, workflow harness, documentation, and related components provided by Carapace under this Agreement.
- (f) "License Key" means a license credential, token, certificate, account entitlement, or other mechanism issued by Carapace to authorize commercial use or remove Community Edition limitations.
- (g) "Outputs" means content, recommendations, analyses, drafts, classifications, code, or other material generated, transformed, selected, or routed through Cortex.
- (h) "Third-Party Services" means any model provider, API, software platform, cloud service, plugin, browser, integration, or other service not owned or controlled by Carapace.
- (i) "User" means the individual person who downloads, installs, accesses, or uses Community Edition. When Community Edition is used on behalf of an organization, that organization and the individual user are each responsible for compliance with this Agreement.
- (j) "User Data" means data, files, prompts, credentials, workflows, documents, configurations, business information, and other materials provided by or on behalf of User or processed through Cortex.

3. License Grant

Subject to User's compliance with this Agreement, Carapace grants User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use Cortex Community Edition for the following permitted purposes:

- individual personal use;
- hobbyist use;
- student use;
- educational exploration;
- non-commercial research;
- personal workflow experimentation;
- non-commercial prototyping; and
- community learning and development.

This license does not grant any right to Commercial Use except as expressly permitted by Carapace in a separate written agreement.

4. Community Edition Limits

Unless Carapace expressly states otherwise in a written agreement, Community Edition is limited to the following:

- One User. Community Edition may be used by one natural person only. Shared credentials, pooled access, or multi-person use are not permitted.
- One Active Operator. Community Edition may operate one Active Operator only.
- Revenue Maximum. An organization evaluating Community Edition must have annual gross revenue of no more than \$100,000. Meeting this revenue threshold does not authorize production Commercial Use, paid client work, or any other prohibited use.
- No production commercial deployment beyond these limits.
- No paid client deployment without a Cortex Commercial License.
- No managed service provider, agency, reseller, or consultant use on behalf of third parties without Carapace's prior written authorization.

Carapace may update Community Edition limits from time to time. Updated limits apply to future downloads, updates, or versions and will not retroactively remove rights already granted for a prior version, except where reasonably necessary for security, legal compliance, or prevention of abuse.

5. Commercial Use Trigger

A Cortex Commercial License is required for any use of Cortex for or within:

- a business, company, agency, firm, studio, nonprofit, institution, or other organization beyond the permitted Community Edition limits;
- paid client work;
- internal business automation;
- production business workflows;
- revenue-generating content, media, operations, or services beyond the permitted limits;
- team deployments beyond the permitted Community Edition limits;

- private deployment for business use;
- multi-workspace governance;
- managed deployment for third-party clients; or
- commercial support, hosting, resale, or consulting services.

Using Cortex inside a business is welcome. A commercial license provides the legal clarity and commercial rights required for that use.

6. Sponsorship Notices and Ethical Promotional UI

Community Edition may display Carapace-owned sponsorship notices, including a startup splash screen, dashboard banner identifying Community Edition status, or contextual prompts for licensing, consulting, community participation, partner programs, relevant Carapace services, project updates, training events, or development sponsorship opportunities.

Carapace will not intentionally use dark patterns in Community Edition sponsorship notices. Specifically, Carapace will not intentionally include countdown timers designed to pressure a purchase, fake close buttons, hidden dismiss controls, misleading button placement, forced interactions unrelated to startup or relevant context, modal interruptions during active work, guilt-based language, deceptive licensing statements, third-party advertising network scripts, or telemetry-based ad targeting.

When a valid commercial license is detected, Community Edition promotional notices will be disabled for the licensed environment, except for account, license status, legal, security, or required administrative notices.

7. No Third-Party Advertising

Cortex will not become a third-party advertising platform. Promotional UI in Community Edition may promote only Carapace-owned products, services, documentation, events, community initiatives, partner programs, or Cortex-related ecosystem resources.

8. Ownership

Carapace retains all right, title, and interest in and to Cortex, including all intellectual property rights, software, architecture, documentation, trademarks, logos, workflows provided by Carapace, templates, and related materials, except for third-party components or open-source dependencies governed by their own licenses.

User retains ownership of User Data, User's own files, prompts, workflows, local configurations, Outputs, and materials independently created by User, in each case subject to applicable third-party rights. User grants Carapace a limited, non-exclusive right to process User Data solely as reasonably necessary to operate Cortex, provide any requested Carapace Services, and enforce this Agreement.

9. User Content and Data Custody

Cortex is designed around custody-first principles. Unless User separately engages Carapace Services or uses hosted components, Carapace does not claim ownership over User's files, local data, prompts, Outputs, credentials, or workflow content.

User is responsible for User Data, backups, security, access controls, credential management, compliance obligations, and lawful use of Cortex.

10. User Responsibilities and Prohibited Uses

User is responsible for obtaining all rights, consents, permissions, and licenses necessary to use User Data and Third-Party Services with Cortex. User must review Outputs and exercise independent human judgment before relying on, publishing, distributing, or using Outputs in any material, commercial, legal, financial, medical, employment, safety, or regulated context.

User may not use Cortex to:

- violate applicable law or regulation;
- infringe, misappropriate, or otherwise violate intellectual property, privacy, publicity, confidentiality, or other rights;
- circumvent licensing limits or remove or alter license checks except as expressly permitted;
- resell Cortex or offer managed Cortex services without authorization;
- misrepresent Cortex as User's own product or use Carapace trademarks without permission;
- deploy Cortex for production Commercial Use without a commercial license;
- reverse engineer hosted or proprietary Carapace services except where that restriction is prohibited by law; or
- engage in malicious activity, unauthorized access, credential theft, malware, phishing, spam, fraud, harmful automation, or other prohibited conduct.

11. Third-Party Services and AI Outputs

Cortex may interoperate with Third-Party Services selected, authorized, or used by User. Unless Carapace expressly states otherwise in writing, Carapace does not provide or include third-party model usage, SaaS subscriptions, cloud infrastructure, API fees, storage, or other external-service costs.

User is solely responsible for complying with applicable Third-Party Service terms. Third-Party Services may change, degrade, fail, alter pricing, restrict access, or modify functionality. Carapace is not responsible for Third-Party Service failures or changes.

Outputs may be inaccurate, incomplete, biased, outdated, or unsuitable for a particular use. User is solely responsible for reviewing, validating, approving, and using Outputs, and for obtaining any rights required for User's intended use of Outputs.

12. No Warranty

Cortex Community Edition is provided "as is" and "as available." To the maximum extent permitted by law, Carapace disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, and security.

Community Edition may contain bugs, interruptions, incomplete features, or experimental capabilities. User uses Cortex at User's own risk.

13. Limitation of Liability

To the maximum extent permitted by law, Carapace will not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or lost-profit damages arising out of or related to Cortex Community Edition or this Agreement, even if advised of the possibility of those damages.

To the maximum extent permitted by law, Carapace's aggregate liability arising out of or related to this Agreement will not exceed \$100 or the minimum amount permitted by applicable law, whichever is greater.

14. User / Client Defense and Indemnity

Where User uses Cortex on behalf of an organization, "Client" in this Section 14 means that organization. User and, where applicable, 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) User Data, including User's collection, possession, processing, disclosure, submission to Cortex, or use of User Data;
- (b) any unlawful, fraudulent, negligent, unauthorized, or otherwise prohibited conduct by User, Client, any authorized user, or any person acting on User's or Client's behalf;
- (c) User's or 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) User's or 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) User's or Client's breach of this Agreement; or
- (f) any claim otherwise caused by User's or Client's systems, credentials, configurations, instructions, integrations, acts, or omissions.

Carapace will give prompt written notice of an indemnified claim, provided that a delay in notice relieves User or Client of its obligations only to the extent the delay materially prejudices the defense. User or Client will control the defense with counsel reasonably acceptable to Carapace, and Carapace may participate with counsel of its choosing at its own expense. User or 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 User or Client to indemnify Carapace to the extent a claim is finally determined to have resulted from Carapace's gross negligence or willful misconduct.

15. Termination

Carapace may terminate this Agreement and User's Community Edition license immediately upon notice if User materially breaches this Agreement, uses Cortex unlawfully, exceeds the permitted license scope, or creates a security or abuse risk. Upon termination, User must stop using Cortex Community Edition except as otherwise permitted by law or a separate written agreement.

16. Changes to this Agreement

Carapace may update this Agreement from time to time. Updated terms apply to future downloads, updates, or versions. Continued use of an updated version after notice of the updated terms constitutes acceptance of those terms.

17. 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.

18. 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.

19. General Terms

This Agreement is the entire agreement between Carapace and User concerning Community Edition and supersedes prior or contemporaneous understandings concerning that subject. If any provision is held unenforceable, the remaining provisions will remain in effect. A waiver must be in writing and signed by the waiving party. User may not assign or transfer this Agreement without Carapace's prior written consent; Carapace may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets.

20. Contact

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Miami, Florida 33135
CarapaceAI@gmail.com
<http://CarapaceAI.org>

END OF AGREEMENT