

J O N O M O R L L C

O F F I C E O F T H E A R C H I T E C T

AI Visibility Framework™ **Agency License Agreement**

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V E R S I O N

Version 1.1

E F F E C T I V E

May 4, 2026

L I C E N S E E

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A N S W E R E N G I N E O P T I M I Z A T I O N ™ · A E O / G E O B
Y J O N O M O R ™ · A I V I S I B I L I T Y F R A M E W O R K ™

JONOMOR LLC · 2037 Ford Street, Brooklyn NY 11229 · jonomor.com

Preamble

This Agency License Agreement (the “Agreement”) is entered into between JONOMOR LLC, a New York limited liability company with its principal place of business at 2037 Ford Street, Brooklyn, New York 11229 (“Jonomor”), and the licensee organization identified on the cover page of this Agreement (“Licensee”), and is effective as of the Effective Date stated on the cover page (the “Effective Date”). Jonomor and Licensee are referred to individually as a “Party” and collectively as the “Parties.”

R E C I T A L S

1. Jonomor is the originator, owner, and continuing developer of the AI Visibility Framework™, a six-stage, fifty-point methodology for measuring and improving how organizations are retrieved and cited by artificial intelligence answer engines, together with the AVFT (AI Visibility Framework Test), the named diagnostic instrument that produces the AVFT Score. Jonomor is the proprietor of three trademarks pending registration with the United States Patent and Trademark Office (USPTO) in International Class 042: ANSWER ENGINE OPTIMIZATION™ (Serial 99/766,713), AEO/GEO BY JONOMOR™ (Serial 99/781,568), and AI VISIBILITY FRAMEWORK™ (Serial 99/781,581), each filed by JONOMOR LLC under Section 1(a) Use in Commerce with first-use-in-commerce date April 8, 2026 (collectively, with the JONOMOR name, the Certification Mark, and any successor, related, or derivative marks adopted by Jonomor, the “Marks”).
2. Jonomor operates the H.U.N.I.E. (Hierarchical Unified Neural Intelligence Engine) persistent memory and governance engine for AI agents, hosted at hunie.ai. Jonomor LLC is a member of the NVIDIA Inception program (membership approved April 29, 2026), under which the H.U.N.I.E. Intelligence Layer (Certification tier only) routes governance enforcement and inference through NVIDIA NemoClaw governance and NVIDIA Nemotron infrastructure.
3. Licensee operates an agency or professional-services business and desires to license the methodology, the AVFT diagnostic, and the H.U.N.I.E. Standard API in order to deliver AI Visibility Framework services to Licensee’s clients on the terms set forth in this Agreement.
4. Jonomor is willing to grant such a license on the non-negotiable terms and conditions set forth in this Agreement, which are uniform across all licensees within the same tier and which are designed to preserve the integrity of the methodology, the Marks, and the AI Visibility category.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Section 1 · Definitions

As used in this Agreement, the capitalized terms below have the meanings assigned. Defined terms used in the singular include the plural and vice versa. Defined terms used in the body of this Agreement that do not appear in this Section 1 carry their plain ordinary meaning unless context indicates otherwise.

“Agreement” means this license agreement, including all schedules and the documents and policies expressly incorporated by reference.

“AI Visibility Framework” means the proprietary six-stage, fifty-point methodology developed and owned by Jonomor for measuring and improving organizational visibility within artificial intelligence answer engines and generative search platforms, including the underlying scoring rubric, schema architecture, retrieval operations methodology, and Authority Flywheel model, together with all updates, refinements, and successor versions issued by Jonomor.

“AVFT” means the AI Visibility Framework Test, the named diagnostic instrument administered under the AI Visibility Framework that produces an AVFT Score together with categorical classifications across the fifty scored points. AVFT is a proprietary product reference within the licensed methodology and is not separately registered as a trademark.

“AVFT Score Report” means the structured deliverable produced by administering the AVFT, containing the resulting score, classification, gap analysis, and recommended course of action, prepared in the format specified in the Licensed Materials.

“Certification Mark” means the certification trademark by which Jonomor authorizes Certified Practitioners and Certification-tier licensees to identify their compliance with the Jonomor AI Visibility Certified™ standard. The Certification Mark is licensed exclusively under Certification License Agreements and is not granted under this Agreement.

“Client” means an organization to whom Licensee delivers AI Visibility Framework services under this Agreement. The relationship between Jonomor and any Client is governed solely by this Agreement’s indirect channel; Jonomor has no direct contractual relationship with Clients.

“Client Engagement” means a discrete engagement under which Licensee delivers AI Visibility Framework services, including AVFT administration, AVFT Score Reports, gap-analysis recommendations, schema implementation guidance, or related advisory services, to a single Client. A multi-property engagement for a single Client counts as one Client Engagement provided the engagement operates as one continuous scope of work; separately scoped engagements with the same Client count as separate Client Engagements.

“Effective Date” means the date stated on the cover page of this Agreement, which is the date payment of the License Fee for the Initial Term is confirmed by Stripe and the click-to-accept execution required by Section 14 is recorded.

“Founders Club” means the program window opened by Jonomor on May 4, 2026 and closed on June 3, 2026, during which the Founders Club rates published by Jonomor apply to the Initial Term of licenses commenced within the window.

“**H.U.N.I.E.**” means the Hierarchical Unified Neural Intelligence Engine operated by Jonomor at hunie.ai, comprising persistent memory storage, governance enforcement, and inference services. Under this Agreement, Licensee receives access to the H.U.N.I.E. Standard API at the rate-limit set forth in Schedule A. The H.U.N.I.E. Intelligence Layer is a Certification-tier capability and is not granted under this Agreement.

“**Initial Term**” means the twelve (12) consecutive month period commencing on the Effective Date, except where Licensee has elected a multi-year initial term under Schedule A, in which case the Initial Term is the elected period.

“**License Fee**” means the annual fee payable by Licensee to Jonomor for the rights granted under this Agreement, as set forth in Schedule A.

“**Licensed Materials**” means the methodology documents, schema templates, integration guides, brand assets, and other tangible materials delivered to Licensee under this Agreement, together with all updates released to licensees of the same tier during the Term.

“**Licensee**” means the organization identified on the cover page of this Agreement.

“**Licensee Personnel**” means the employees, officers, directors, and individual contractors of Licensee who require access to the Licensed Materials in the course of their employment or engagement with Licensee.

“**Marks**” means the trademarks identified in Recital 1, together with the JONOMOR name and logo, the Certification Mark, and any successor, related, or derivative marks adopted by Jonomor, whether registered, applied for, or protected under common law.

“**NVIDIA Inception**” means the program operated by NVIDIA Corporation under which JONOMOR LLC is an approved member as of April 29, 2026.

“**Public Registry**” means the publicly accessible licensee registry maintained by Jonomor at jonomor.com/licensees.

“**Renewal Term**” means any successive twelve (12) month term commencing upon the expiration of the Initial Term or any prior Renewal Term, as provided in Section 3.

“**SLA**” means The Architect’s Guarantee Service Level Agreement, published at jonomor.com/sla and incorporated by reference under Section 7.

“**Stripe**” means Stripe, Inc., the payment processor used by Jonomor for License Fee collection.

“**Term**” means collectively, the Initial Term and any Renewal Term that becomes effective under Section 3.

“**USPTO**” means the United States Patent and Trademark Office.

Section 2 · Grant of License

2.1 Scope of license

Subject to Licensee's continuing compliance with this Agreement and timely payment of all License Fees, Jonomor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to:

1. apply the AI Visibility Framework scoring methodology and the AVFT diagnostic to digital properties owned and operated by Licensee's Clients in the course of Client Engagements, subject to the Engagement Limit set forth in Schedule C;
2. produce, deliver, and present AVFT Score Reports, gap-analysis decks, schema implementation guidance, and related advisory deliverables to Clients under Licensee's own brand, subject to the mandatory attribution requirements of Section 4.5;
3. access and use the H.U.N.I.E. Standard API on the rate-limit and operational terms set forth in Schedule A and the H.U.N.I.E. Terms of Use, Privacy Policy, Data Processing Addendum, and Acceptable Use Policy incorporated by reference under Section 6;
4. reference Licensee's status as a current Jonomor licensee in client-facing pitch materials and case studies, subject to Sections 4.5 (attribution), 4.6 (brand protection), 4.8 (truth in marketing), and 4.16 (press and announcement rights); and
5. receive Licensed Materials updates issued by Jonomor during the Term on the standard priority schedule.

This Agency license does not authorize Licensee to operate certification programs, award the Certification Mark, develop or sell competing methodology products, or enter Client Engagements in excess of the Engagement Limit. Engagements in excess of the Engagement Limit require prior written authorization and payment of the engagement-coverage fee set forth in Schedule A.

2.2 Reservation of rights

All rights not expressly granted to Licensee under this Agreement are reserved by Jonomor. Without limiting the foregoing, this Agreement does not transfer to Licensee any ownership interest in the AI Visibility Framework, the AVFT diagnostic, the Licensed Materials, the H.U.N.I.E. system, the Marks, or any other Jonomor intellectual property. Licensee acknowledges that the rights granted under this Agreement are limited to the uses specified in Section 2.1 and no other use, however natural, is implied. Without limitation, the Certification tier rights — including the right to operate certification programs and award the Certification Mark — are not granted under this Agreement.

2.3 No transfer of ownership

Nothing in this Agreement shall be construed as an assignment, sale, conveyance, or transfer of any patent, copyright, trade secret, trademark, or other intellectual property right of Jonomor. Licensee shall not, during or after the Term, contest the validity of Jonomor's ownership of any such right or take any action inconsistent with that ownership.

2.4 Sublicense restriction

Licensee shall not sublicense, assign, transfer, pledge, or otherwise grant any portion of the rights under this Agreement to any third party. Licensee Personnel may access the Licensed Materials on a need-to-know basis solely for the purpose of performing Licensee's obligations under this Agreement, provided that all Licensee Personnel are subject to written confidentiality obligations no less protective than those set forth in this Agreement. Licensee may engage individual contractors directly engaged for a Client Engagement under Licensee's direct supervision, provided each such contractor executes a written confidentiality undertaking with Licensee. Engaging partner agencies or affiliated firms requires the prior written authorization of Jonomor.

2.5 Engagement Limit

This Agreement authorizes up to 10 concurrent Client Engagements per twelve (12) month license year. Client Engagements in excess of the Engagement Limit are not authorized under the standard Agency license and require: (i) payment of the engagement-overage fee set forth in Schedule A; or (ii) upgrade to a Certification License Agreement; or (iii) a bespoke arrangement under Section 4.14. Operating a Client Engagement in excess of the Engagement Limit without one of these authorizations is grounds for termination for cause.

Section 3 · Term and Renewal

3.1 Initial Term

This Agreement commences on the Effective Date and shall remain in effect for the Initial Term, unless earlier terminated in accordance with this Agreement.

3.2 Auto-renewal at standard rate

This Agreement shall automatically renew for successive Renewal Terms of twelve (12) months each at the then-current standard rate published by Jonomor on its licensing schedule at jonomor.com/licensing, unless either Party provides written notice of non-renewal not less than sixty (60) days prior to the end of the then-current Term. Jonomor shall provide written notice of the standard rate applicable to a Renewal Term not less than ninety (90) days prior to the renewal date.

3.3 Standard rate adjustment at renewal

Founders Club rates apply only to the Initial Term of licensees who execute this Agreement during the Founders Club window. All Renewal Terms occur at the then-current standard rate, which is materially higher than the Founders Club rate. Licensee acknowledges that renewal at the Founders Club rate is not available, and that auto-renewal at the standard rate occurs without further action by either Party except where notice of non-renewal has been timely given.

3.4 Notice of non-renewal

Notice of non-renewal must be in writing and delivered to the other Party in accordance with the notice provisions of Section 13.6. Notice of non-renewal received less than sixty (60) days before the end of a Term will be deemed effective at the conclusion of the next Renewal Term.

3.5 Multi-year elections

Licensee may, at the time of initial execution only, elect a multi-year Initial Term of two (2) or three (3) years on the pricing terms set forth in Schedule A. A multi-year election once made may not be unwound or converted to a single-year Initial Term. Multi-year licenses renew at the then-current standard rate following the conclusion of the elected multi-year Initial Term.

Section 4 · Standard License Conditions

The conditions set forth below apply to all rights granted under this Agreement. They are uniform across all licensees within this tier and are not subject to negotiation. Where a condition is expressly noted as applying to a particular tier, it applies in addition to the conditions of general application.

4.1 No reproduction or public distribution

Licensee shall not reproduce, redistribute, publish, post, broadcast, or otherwise make publicly available any portion of the Licensed Materials, the AVFT rubric, the scoring methodology, the schema architecture, or any other proprietary content delivered under this Agreement, in any format. This restriction includes blog posts, articles, books, courses, conference presentations, podcasts, videos, social media posts, and any other format that reproduces or substantially paraphrases the Licensed Materials. Brief excerpts may be quoted solely as necessary in the course of delivering services authorized under Section 2 to Clients, with proper attribution under Section 4.5. Public-facing case studies referencing client outcomes are permitted under Section 4.16, but the underlying methodology internals shall remain confidential under Section 4.9.

4.2 No artificial intelligence training

Licensee shall not use the Licensed Materials, AVFT outputs, the scoring rubric, the methodology documentation, or any AVFT Score Report (whether Licensee's own or that of a Client) as training data, fine-tuning data, or retrieval-augmented generation source material for any artificial intelligence model, foundation model, large language model, or machine-learning system. This prohibition applies to in-house models, third-party model providers, open-source models, and any model accessible through Licensee's infrastructure or third-party services. The use of AI assistants for personal interpretation of the Licensed Materials by Licensee Personnel is permitted; the use of any portion of the Licensed Materials as training, fine-tuning, or retrieval corpus is not. Licensee shall include a parallel restriction in every Client engagement agreement, prohibiting the Client from using the deliverables produced under this Agreement as training corpus for any model.

4.3 No competing products

Licensee shall not develop, market, sell, offer, or contribute to any commercial software, software-as-a-service platform, scoring tool, audit product, named diagnostic test, certification program, or methodology that materially overlaps with or competes against the AI Visibility Framework or the AVFT diagnostic. This includes any scoring tool that uses substantially similar dimensional structure, any audit product that mirrors the six-stage architecture, any named-test product that mirrors the AVFT diagnostic structure, and any competing certification program. Section 4.12 (Right of First Refusal) governs the case where Licensee wishes to develop an extension or platform that incorporates portions of the Licensed Materials.

4.4 No sublicensing

Licensee shall not sublicense, assign, transfer, or otherwise grant any rights under this Agreement to any third party, including affiliates, subsidiaries (other than wholly-owned subsidiaries that have executed a written confidentiality undertaking with Licensee), partner firms, contractors, or resellers. Any purported sublicense, assignment, or transfer in violation of this Section 4.4 is void ab initio.

4.5 Mandatory attribution

Every AVFT Score Report, audit deliverable, training material, presentation, and other Client-facing deliverable produced under this Agreement that references the AI Visibility Framework, the AVFT diagnostic, or any of the Marks shall include the attribution statement “Powered by the Jonomor AI Visibility Framework™ · jonomor.com” in legible font in the footer of every page of the deliverable. Deliverables prepared with the assistance of the H.U.N.I.E. Standard API governed under Section 6 carry the same attribution requirement. The ™ symbol shall accompany every published use of each Mark identified in Recital 1. Licensee shall not, in any deliverable, suggest authorship by any party other than Jonomor of the underlying methodology or the AVFT diagnostic.

Failure to include the required attribution on any deliverable is a material breach. Two (2) or more attribution failures in any rolling twelve (12) month period constitute grounds for immediate termination for cause without cure period.

4.6 Brand protection

Licensee shall not, during or after the Term:

1. use the Jonomor name, logo, the Marks, or the AI Visibility Framework in any manner that disparages, mocks, or competes with Jonomor’s commercial interests;
2. use the Licensed Materials to develop, market, or sell any service or product that materially competes with Jonomor’s published service offerings;
3. represent itself as the originator, co-developer, co-author, or co-owner of the AI Visibility Framework, the AVFT diagnostic, or any of their components;
4. use Licensee’s association with Jonomor as leverage to disparage Jonomor’s other licensees, clients, partners, or affiliates;

5. publicly criticize, mock, or undermine the AI Visibility Framework or the AVFT diagnostic while licensed; or
6. use the Licensed Materials in connection with any service that promotes practices contrary to Jonomor's published standards.

Breach of this Section 4.6 is grounds for immediate termination for cause without cure period.

4.7 Quality control and audit rights

Jonomor reserves the right to audit Licensee's deliverables for fidelity to the AI Visibility Framework and the AVFT methodology. Jonomor's exercise of quality control under this Section is a legal requirement of trademark ownership and is not optional. Material deviation that misrepresents the framework, the AVFT diagnostic, or Jonomor's intellectual property is grounds for termination for cause. Jonomor may, on thirty (30) days' written notice and not more than once per twelve (12) month period (unless cause is shown), request Licensee to provide samples of recent deliverables for review. Licensee shall cooperate in good faith with such reviews. Jonomor's failure to exercise audit rights in any particular instance shall not constitute a waiver of such rights or an abandonment of the Marks.

4.8 Truth in marketing

Licensee shall not misrepresent the scope, exclusivity, or nature of its relationship with Jonomor. Licensee shall not claim exclusive rights, partnership status, joint-venture status, agency status, employment relationship, or any other status not expressly granted under this Agreement. Licensee shall not represent that its services are provided directly by Jonomor.

4.9 Confidentiality of methodology internals

The full AVFT scoring math, internal application programming interface (API) names, query structures, proprietary check internals, and any other internal logic disclosed in the Licensed Materials are confidential trade secrets of Jonomor. Licensee shall not disclose such internals to any Client or third party beyond the minimum necessary to deliver licensed services. Client-facing deliverables shall describe outcomes, recommendations, and gap analyses; they shall not expose the internal scoring math, weighted formulas, or proprietary API names. The confidentiality obligations of this Section 4.9 survive termination for a period of five (5) years.

4.10 No reverse engineering

Licensee shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the proprietary scoring algorithms, the H.U.N.I.E. internal architecture, the H.U.N.I.E. memory schema, the NVIDIA infrastructure routing layer, or any other internal logic of the Licensed Materials or the H.U.N.I.E. system. This restriction applies to the methodology documents, the H.U.N.I.E. API behavior, and any infrastructure observable through API access.

4.11 Specimen and use cooperation

Licensee shall provide Jonomor, upon written request, with copies of materials demonstrating Licensee's use of the Marks, for use by Jonomor in trademark prosecution, maintenance, and enforcement proceedings before the USPTO and other tribunals. Licensee acknowledges that such cooperation supports Jonomor's commercial-use specimen requirements under U.S. trademark law and that Licensee's authorized use is part of the documented commercial use that supports the validity of the Marks.

4.12 Right of first refusal on platform builds

If Licensee wishes to develop a commercial software product, software-as-a-service platform, automated tool, or other technology offering that incorporates any portion of the Licensed Materials or the AVFT methodology, Licensee shall first present the proposed scope and commercial terms to Jonomor in writing. Jonomor shall have sixty (60) days from receipt to elect, in its sole discretion, to: (i) develop the product itself; (ii) co-develop the product with Licensee on terms negotiated in good faith; (iii) license the build to Licensee under separate written terms; or (iv) decline. Licensee shall not develop the proposed product independently without Jonomor's prior written approval. Approval, if given, may be subject to additional license terms, including a separate platform license fee and royalty arrangement.

4.13 Change of control

If Licensee undergoes a merger, acquisition, sale of substantially all of its assets, change of beneficial ownership of more than fifty percent (50%) of its equity, or any other transaction resulting in a change of effective control (a "Change of Control"), Licensee shall provide written notice to Jonomor within ten (10) business days of the effective date of the Change of Control. Jonomor shall have sixty (60) days from receipt to: (i) confirm continuation of this Agreement on existing terms; (ii) propose modified terms reflecting the changed scale, market position, or strategic posture of the acquiring entity; or (iii) terminate this Agreement on thirty (30) days' additional notice. The acquiring entity shall not be entitled to assume Licensee's rights under this Agreement without Jonomor's prior written consent. Any purported assumption without consent is void ab initio.

4.14 Layered arrangements and bespoke MSAs

Standard tier license terms are non-negotiable and uniform across all licensees within a tier. Jonomor reserves discretion, in its sole judgment, to enter into bespoke arrangements layered on top of the standard license structure, including Master Services Agreements addressing organization-specific operational integration, joint go-to-market arrangements, multi-year commitments, custom data-handling provisions, or co-marketing obligations. Bespoke arrangements do not modify the underlying standard tier license terms; they sit alongside the executed Agreement and govern only the additional matters expressly addressed in the bespoke instrument. Inquiries regarding layered arrangements should be directed to ali@jonomor.com after execution of the standard tier Agreement.

Jonomor reserves the right to offer different terms to different licensees and to different categories of licensees, in its sole discretion. Nothing in this Agreement entitles Licensee to terms equal to or more favorable than those offered to any other licensee, whether before, during, or after the Term. Most-favored-licensee treatment is not granted under this Agreement.

4.15 Notice and cooperation in disputes

If Licensee is named in or threatened with an intellectual property dispute related to the AI Visibility Framework, the AVFT diagnostic, or the Licensed Materials, Licensee shall promptly notify Jonomor and shall cooperate, at its own expense, with Jonomor's chosen response. This cooperation includes both defensive cooperation when Licensee inherits framework-related claims through its authorized use, and offensive cooperation when Jonomor enforces the Marks or the underlying intellectual property against third parties using Licensee's deliverables as evidence of authorized use. The obligations of this Section 4.15 survive termination for a period of five (5) years.

4.16 Press and announcement rights

Licensee shall not issue press releases, public announcements, blog posts, social media posts, or marketing materials that reference Jonomor, the AI Visibility Framework, the AVFT diagnostic, the licensing relationship, or the H.U.N.I.E. system without Jonomor's prior written approval. Jonomor shall respond to written approval requests within ten (10) business days. The routine "Powered by the Jonomor AI Visibility Framework™" attribution required under Section 4.5 does not require separate approval. Licensees executing this Agreement during the Founders Club window are pre-cleared for inclusion in Jonomor's launch press release referencing the licensing program, subject to mutual approval of the language.

4.17 Export controls and sanctions compliance

Licensee represents and warrants that:

1. Licensee is not located in, organized under the laws of, or beneficially controlled by any country, region, person, or entity subject to comprehensive economic sanctions administered by the U.S. government, including those addressing Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine;
2. Licensee is not on the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Specially Designated Nationals List, the U.S. Commerce Department's Entity List, the Denied Persons List, or any equivalent restricted entity list maintained by any U.S. agency or by the United Nations, the European Union, or the United Kingdom;
3. Licensee shall not export, re-export, or transfer the Licensed Materials, the AVFT methodology, or any H.U.N.I.E. credentials to any restricted destination, person, or entity; and
4. Licensee shall comply with all applicable U.S. export controls, including the Export Administration Regulations (15 C.F.R. Parts 730–774), and all NVIDIA-imposed export restrictions on the use of NVIDIA technology accessed through the H.U.N.I.E. Intelligence Layer (Certification tier only).

Misrepresentation of export status is grounds for immediate termination for cause without cure period.

4.18 White-labeling prohibited

Licensee shall not white-label, rebrand, obscure, replace, or strip Jonomor attribution from any AVFT Score Report, training material, or other deliverable produced under this Agreement. The “Powered by the Jonomor AI Visibility Framework™” attribution required under Section 4.5 must remain visible on every Licensee deliverable in legible form. Stripping, obscuring, or replacing this attribution constitutes a material breach and grounds for termination for cause without cure period.

Standalone white-label rights are not available under this Agreement at any tier. Organizations seeking white-label rights must enter into a separate, negotiated, written white-label agreement with Jonomor at materially higher fees than the standard tier pricing.

Section 5 · License Fees and Payment

5.1 Annual License Fee

The License Fee for the Initial Term is set forth in Schedule A. Licensees executing this Agreement during the Founders Club window pay the Founders Club rate of \$48,000 for the single-year Initial Term, with multi-year options as set forth in Schedule A. The standard rate, which applies to Initial Terms commenced after the close of the Founders Club window and to all Renewal Terms, is \$72,000, subject to adjustment in Jonomor’s licensing schedule from time to time.

5.2 Payment methods

Default payment method is credit card via the Stripe checkout. Institutional buyers may request invoice issuance with payment by wire transfer, ACH, or credit card through the Stripe-hosted invoice link. Invoice payment terms are Net 30 from the invoice date. License execution proceeds upon payment confirmation, not upon invoice issuance.

5.3 Sales tax

Stripe Tax is used to compute and collect applicable U.S. sales and use tax automatically at checkout. Tax is in addition to the License Fee. International tax handling, including value-added tax, goods-and-services tax, withholding tax, and any other indirect taxes, is the responsibility of Licensee unless separately addressed in a bespoke arrangement under Section 4.14.

5.4 Late payment

Renewal Term invoices unpaid after the due date accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by applicable law, whichever is less. Jonomor may suspend access to the Licensed Materials for accounts more than thirty (30) days

past due, without further notice and without thereby waiving any right to terminate for non-payment.

5.5 Refunds

License Fees are non-refundable except in the case of Jonomor's failure to deliver the Licensed Materials within the contracted SLA window of five (5) business days from the Effective Date. In such case, Licensee is entitled to either delivery cure or a full refund at Jonomor's sole discretion. The service-credit structure of The Architect's Guarantee SLA governs all other service-level remedies.

5.6 Chargebacks and disputes

A Licensee disputing a Stripe payment after license execution constitutes a material breach of this Agreement. Jonomor reserves the right to terminate the license for cause and to oppose the chargeback with Stripe based on the executed agreement and the delivered Licensed Materials.

5.7 Tax documentation

Jonomor LLC shall provide a completed IRS Form W-9 upon request to U.S. licensees. International licensees may be requested to provide IRS Form W-8BEN-E or equivalent documentation.

Section 6 · H.U.N.I.E. Provisions

Under this Agreement, Licensee receives access to the H.U.N.I.E. Standard API. The H.U.N.I.E. Intelligence Layer is a Certification-tier capability and is not granted under this Agreement. The provisions of this Section 6 govern Licensee's use of the H.U.N.I.E. Standard API.

6.1 Standard API access

Jonomor grants Licensee access to the H.U.N.I.E. Standard API at a rate-limit of 100,000 API requests per calendar month. The Standard API provides persistent memory storage, governance enforcement, and supporting query capabilities for use in delivering AI Visibility Framework services to Clients. API credentials are issued by Jonomor to the technical contact email designated by Licensee at the time of execution, within five (5) business days of the Effective Date.

6.2 Rate limits and overage

Use of the Standard API in excess of 100,000 requests per calendar month is subject to overage charges as published in Schedule A or, at Jonomor's election, throttling. Licensee acknowledges that aggregate API usage is monitored at the credential level, and that exceeding the rate limit without authorization may result in temporary suspension of credentials.

6.3 Intelligence Layer

The H.U.N.I.E. Intelligence Layer routes governance enforcement and inference through NVIDIA NemoClaw governance and NVIDIA Nemotron infrastructure, operated under JONOMOR LLC's NVIDIA Inception program membership. The Intelligence Layer is available exclusively under Certification License Agreements, and is not licensed under this Agreement.

6.4 Incorporation of H.U.N.I.E. governance documents

Licensee's use of the H.U.N.I.E. Standard API is governed by, and Licensee agrees to comply with, the following documents, each as published by Jonomor at hunie.ai and as updated from time to time on the cadence published therein, all of which are incorporated by reference into this Agreement:

1. the H.U.N.I.E. Terms of Use, published at hunie.ai/terms;
2. the H.U.N.I.E. Privacy Policy, published at hunie.ai/privacy;
3. the H.U.N.I.E. Data Processing Addendum, published at hunie.ai/dpa, which governs Licensee's processing of personal data in connection with H.U.N.I.E. use; and
4. the H.U.N.I.E. Acceptable Use Policy, published at hunie.ai/aup, which governs Licensee's permissible and prohibited uses of the system.

In the event of a conflict between the body of this Agreement and any of the H.U.N.I.E. governance documents, the body of this Agreement prevails. Updates to the H.U.N.I.E. governance documents become effective on their published effective dates and do not require Licensee's separate consent.

6.5 Sub-processors

Jonomor engages Sub-processors to provide infrastructure, payment processing, and ancillary services in support of the H.U.N.I.E. system. The current list of authorized Sub-processors is published at hunie.ai/subprocessors and is incorporated by reference into the H.U.N.I.E. Data Processing Addendum. Jonomor will provide not less than thirty (30) days' prior written notice (which may be by email to the technical contact provided by Licensee or by posting at hunie.ai/subprocessors) of any new Sub-processor.

6.6 Service interruptions

Service interruptions to the H.U.N.I.E. Standard API are subject to The Architect's Guarantee SLA published at jonomor.com/sla. Licensee's exclusive remedy for SLA misses is the service-credit structure defined in the SLA; refunds are not issued for partial-month interruptions.

6.7 NVIDIA disclaimers

Licensee acknowledges that, while the H.U.N.I.E. Standard API granted under this Agreement does not directly route through NVIDIA infrastructure, certain governance and inference services within the broader H.U.N.I.E. system depend on NVIDIA technology accessed under JONOMOR LLC's NVIDIA Inception program membership. NVIDIA infrastructure outages,

capacity changes, or program changes that affect H.U.N.I.E. system performance are not breaches of this Agreement and are addressed under the force-majeure and SLA provisions.

Section 7 · Service Level Agreement

7.1 Incorporation by reference

The Architect's Guarantee Service Level Agreement, published at jonomor.com/sla and as updated by Jonomor from time to time on the cadence published therein, is incorporated by reference into this Agreement. The version of the SLA in effect on the Effective Date governs the Initial Term unless Jonomor publishes an updated SLA during the Term, in which case the updated SLA governs prospectively from its effective date.

7.2 Acknowledgment-window response — Agency tier

Jonomor commits to acknowledging written support inquiries from Agency licensees within three (3) business days. Acknowledgment is confirmation of receipt; resolution times vary by issue complexity. The 5-business-day acknowledgment window for Internal Use licensees and the 2-business-day window for Certification licensees do not apply to this Agreement.

7.3 H.U.N.I.E. Standard API uptime

The Standard API is operated under the 99.5% monthly uptime commitment defined in the SLA. The SLA service-credit structure governs uptime misses and is calculated against the monthly equivalent of the License Fee paid for the current Term.

7.4 Service credits

Credits apply to the next renewal invoice; refunds are not issued. Licensee must request credits in writing to ali@jonomor.com within thirty (30) days of the affected month. Service credits are the exclusive remedy for SLA misses and are not in addition to any other remedy under this Agreement.

Section 8 · Effect of Termination, Expiration, or Non-Renewal

8.1 Immediate cessation of rights

Upon termination, expiration, or non-renewal of this Agreement (each, a "Disconnection Event"), all rights granted to Licensee under this Agreement shall immediately cease, except as expressly set forth in this Section.

8.2 AVFT administration ceases

Licensee shall not produce, deliver, or publish any AVFT Score Report or other AVFT-branded deliverable after the effective date of the Disconnection Event.

8.3 Powered-by attribution rights cease

Licensee shall not include the “Powered by the Jonomor AI Visibility Framework™” attribution on any new deliverable produced after the effective date of the Disconnection Event. AVFT Score Reports and other deliverables already in internal use at the date of disconnection are not retroactively retracted.

8.4 Public Registry status update

Licensee shall be removed from the Public Registry within five (5) business days following the Disconnection Event. Licensee’s status may be moved to a separate “Past Licensees” archive at Jonomor’s sole discretion. In cases of termination for cause, Licensee may be removed entirely without archive.

8.5 Destruction of materials

Licensee shall destroy or, at Jonomor’s written direction, return to Jonomor all Licensed Materials within ten (10) business days of the Disconnection Event, and shall certify destruction or return in writing to Jonomor at the same time.

8.6 Public note rights

If Licensee continues to represent itself as a current Jonomor licensee, AVFT administrator, or framework partner after the effective date of the Disconnection Event, Jonomor reserves the right to publicly note the change in Licensee’s status, including by updating the Public Registry, issuing a notice on jonomor.com, or otherwise correcting the public record.

8.7 Grounds for termination

Jonomor may terminate this Agreement immediately upon written notice for any of the following:

1. material breach of any provision of this Agreement, including any Section 4 condition expressly designated as terminable without cure;
2. non-payment of any fee due under this Agreement that remains uncured beyond the thirty (30) day cure period;
3. misuse of the Marks, the Certification Mark, or unauthorized representation of the relationship;
4. unauthorized sublicense, assignment, transfer, or change of control;
5. breach of the export controls and sanctions compliance representation in Section 4.17;
6. breach of the brand protection requirements in Section 4.6;
7. breach of the white-labeling prohibition in Section 4.18;
8. breach of the no-competing-products provision in Section 4.3;
9. operation of Client Engagements in excess of the Engagement Limit set forth in Section 2.5 and Schedule C without the authorization required under those Sections;
10. material violation of the H.U.N.I.E. Acceptable Use Policy incorporated by reference under Section 6.4; or

11. Licensee's insolvency, bankruptcy, dissolution, or assignment for the benefit of creditors.

8.8 Termination by Licensee

Licensee may terminate this Agreement with thirty (30) days' prior written notice. License Fees previously paid are non-refundable. Any incremental fees accrued prior to the termination effective date remain due.

8.9 Survival of provisions

The following provisions survive termination, expiration, or non-renewal of this Agreement: Section 4.1 (No Reproduction), Section 4.2 (No AI Training), Section 4.3 (No Competing Products), Section 4.6 (Brand Protection), Section 4.9 (Confidentiality of Methodology Internals — for five (5) years), Section 4.10 (No Reverse Engineering), Section 4.13 (Change of Control — through any pending notice period), Section 4.15 (Notice and Cooperation in Disputes — for five (5) years), Section 4.16 (Press and Announcement Rights), Section 4.17 (Export Controls), Section 4.18 (White-labeling), this Section 8, the Trademark Acknowledgment and Quality Control provisions of Section 11, the Confidentiality provisions of Section 12, the Liability and Indemnification provisions of Section 9, the Force Majeure provisions of Section 10, the Governing Law provisions of Section 13, and any payment obligations accrued prior to the Disconnection Event.

Section 9 · Liability and Indemnification

9.1 Disclaimer of warranties

THE LICENSED MATERIALS, THE AVFT DIAGNOSTIC, AND ALL OTHER JONOMOR-PROVISIONED RESOURCES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” JONOMOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE LICENSED MATERIALS WILL RESULT IN AI ENGINE CITATION, COMMERCIAL OUTCOME, OR ANY PARTICULAR RESULT. AI ENGINES MAKE INDEPENDENT RETRIEVAL DECISIONS THAT ARE OUTSIDE JONOMOR'S CONTROL.

9.2 Limitation of liability

JONOMOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID BY LICENSEE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL JONOMOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR LOSS OF GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF JONOMOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limitation of liability does not apply to: (i) Licensee's indemnification obligations under this Agreement; (ii) Licensee's breach of confidentiality; (iii) Licensee's infringement of Jonomor's

intellectual property; (iv) Licensee's breach of brand protection (Section 4.6); or (v) Licensee's breach of export controls (Section 4.17).

9.3 Indemnification by Licensee

Licensee shall indemnify, defend, and hold harmless JONOMOR LLC and its officers, employees, agents, and affiliates from and against any claim, liability, loss, damage, or expense (including reasonable attorneys' fees) arising out of or related to:

1. Licensee's delivery of services, AVFT Score Reports, audits, or recommendations to its Clients, including any claim by a Client or Client's end customer alleging that the deliverables caused commercial harm;
2. any misrepresentation by Licensee regarding the nature or scope of its relationship with Jonomor;
3. Licensee's breach of this Agreement, including breach of confidentiality, brand protection, export controls, or NVIDIA disclaimers;
4. Licensee's negligence, willful misconduct, or violation of applicable law; and
5. any claim that Licensee's deliverables, modifications to the framework or the AVFT diagnostic, or use beyond the scope of the license infringes any third-party right.

9.4 Jonomor IP defense

Jonomor warrants that the AI Visibility Framework methodology and the AVFT diagnostic are its original proprietary work and that, to Jonomor's knowledge, they do not infringe the intellectual property rights of any third party.

If a third party brings a claim against Licensee alleging that Licensee's authorized use of the framework or the AVFT diagnostic infringes the third party's intellectual property, Licensee shall promptly notify Jonomor and Jonomor shall have the right (but not the obligation) to defend such claim at Jonomor's expense, with counsel of Jonomor's choosing. Jonomor's defense obligation does not extend to: (i) claims arising from Licensee's modifications to the framework or AVFT diagnostic; (ii) claims arising from Licensee's use beyond the scope of the license; or (iii) claims arising from Licensee's combination of the framework or AVFT diagnostic with other materials not provided by Jonomor.

Jonomor's total liability for IP indemnification shall not exceed the License Fee paid by Licensee in the twelve (12) months preceding the claim, except that, where Licensee's authorized use is found to infringe and Jonomor elects to settle, Jonomor may at its option: (a) procure for Licensee the right to continue using the framework or AVFT diagnostic; (b) modify the framework or AVFT diagnostic to be non-infringing; or (c) terminate the license and refund the prorated unused portion of the License Fee.

9.5 Insurance recovery

Where applicable, both Parties shall first seek recovery from available insurance before pursuing direct claims under the indemnification provisions.

Section 10 · Force Majeure and Service Continuity

10.1 Force majeure

Neither Party shall be liable for delay or failure to perform any obligation under this Agreement (other than payment obligations) due to causes beyond reasonable control, including but not limited to: acts of God, natural disasters, war, terrorism, civil unrest, government action, pandemic, epidemic, labor disputes, internet or telecommunications failures, third-party infrastructure outages (including NVIDIA infrastructure outages affecting H.U.N.I.E.), or cyberattacks against Jonomor or its providers. A Party affected by a force majeure event shall notify the other Party promptly and shall use commercially reasonable efforts to resume performance.

10.2 Service continuity

Jonomor's licensed services depend on third-party infrastructure including NVIDIA, Railway, Stripe, and other providers. Service interruptions caused by these providers do not constitute breach by Jonomor and do not entitle Licensee to refunds, fee adjustments, or service credits beyond those defined in The Architect's Guarantee SLA.

10.3 Jonomor business continuity

In the event of JONOMOR LLC's dissolution, bankruptcy, or sale of substantially all assets:

1. Jonomor or its successor shall provide Licensee no less than ninety (90) days' written notice of any service discontinuation;
2. Licensee may terminate this Agreement with prorated refund of the unused portion of the current Term if Jonomor (or its successor) is unable or unwilling to continue providing the licensed services; and
3. the successor entity may assume Jonomor's rights and obligations under executed licenses, subject to the Change of Control provisions in Section 4.13 applied in reverse.

Section 11 · Trademark Acknowledgment and Quality Control

11.1 Acknowledgment

Licensee acknowledges that ANSWER ENGINE OPTIMIZATION™, AEO/GEO BY JONOMOR™, and AI VISIBILITY FRAMEWORK™ are pending USPTO trademark applications owned by JONOMOR LLC under Section 1(a) Use in Commerce in International Class 042 with first-use-in-commerce date April 8, 2026, and that the JONOMOR name and logo and the Certification Mark are additional Marks of JONOMOR LLC, whether registered, pending, or protected under common law (collectively, the "Marks").

Licensee's use of the Marks under this Agreement shall inure solely to the benefit of JONOMOR LLC. Licensee acquires no ownership interest, goodwill, or rights in or to the Marks by virtue of this Agreement or Licensee's use of the Marks. Any goodwill arising from Licensee's use of the Marks shall belong exclusively to JONOMOR LLC.

Licensee shall not, at any time during or after the Term:

1. challenge or contest JONOMOR LLC's ownership of or the validity of the Marks;
2. register or attempt to register any mark identical to or confusingly similar to the Marks in any jurisdiction;
3. use the Marks in any manner that could dilute, tarnish, or otherwise harm the distinctiveness or reputation of the Marks; or
4. represent to any third party that Licensee owns the Marks or has any rights in the Marks beyond those expressly granted in this Agreement.

11.2 Proper Mark usage

Whenever Licensee uses any of the Marks identified in Recital 1 in connection with deliverables produced under this Agreement, Licensee shall:

1. use the ™ symbol with each Mark until Jonomor notifies Licensee that registration has been granted, at which point Licensee shall use the ® symbol with the registered Mark;
2. include the attribution notice required under Section 4.5 on all internal-use deliverables;
3. not use the Marks as part of Licensee's own trade name, company name, domain name, or social media handle; and
4. not use the Marks in a manner that suggests Licensee is an affiliate of, partner of, or endorsed by JONOMOR LLC beyond the scope expressly authorized in this Agreement.

11.3 Quality control

Trademark law requires that JONOMOR LLC maintain control over the quality of services provided under the Marks. Failure to maintain such control may result in abandonment of trademark rights. Accordingly, Licensee agrees:

1. **Standard of Service** — Licensee shall provide internal use of the Marks only in strict accordance with the AI Visibility Framework as documented in the Licensed Materials. Licensee shall not modify, adapt, or deviate from the framework methodology in any material respect without prior written approval from JONOMOR LLC.
 2. **Audit Rights** — JONOMOR LLC reserves the right to audit Licensee's work product and deliverables to verify that uses of the Marks meet the Jonomor standard. Licensee shall cooperate with any such audit and provide sample deliverables within ten (10) business days of a written request. Audits shall occur no more than once per license year absent cause.
 3. **Remediation** — If JONOMOR LLC determines that Licensee's use does not meet the required standard, JONOMOR LLC shall provide written notice identifying the deficiencies. Licensee shall have thirty (30) days to cure the identified deficiencies. Failure to cure within the cure period is grounds for immediate termination of this Agreement.
 4. **No Naked Licensing** — JONOMOR LLC's exercise of quality control under this Section is a legal requirement of trademark ownership and is not optional.
-

11.4 No-challenge covenant

During the Term and for three (3) years thereafter, Licensee shall not, directly or indirectly: (i) challenge, oppose, or seek to cancel any trademark registration or application for the Marks; (ii) assist any third party in challenging the Marks; (iii) register or attempt to register any mark confusingly similar to the Marks; or (iv) take any action that would diminish or impair JONOMOR LLC's rights in the Marks.

11.5 Survival

The obligations in this Section 11 survive the termination or expiration of this Agreement indefinitely. Licensee's acknowledgment of JONOMOR LLC's trademark ownership and Licensee's agreement not to challenge the Marks remain in effect permanently.

Section 12 · Confidentiality

12.1 Confidential treatment

Licensee agrees to treat the Licensed Materials, including the AVFT rubric, the scoring methodology, the schema templates, the integration guides, and any other proprietary content delivered under this Agreement, as confidential information of Jonomor. Licensee may share the Licensed Materials with Licensee Personnel on a need-to-know basis, provided that all such recipients are bound by confidentiality obligations no less protective than those in this Agreement.

12.2 Exceptions

Confidential information does not include information that: (i) is or becomes publicly known through no breach of this Agreement; (ii) was rightfully known to Licensee without confidentiality restriction prior to disclosure by Jonomor; (iii) is independently developed by Licensee without use of or reference to Jonomor's confidential information; or (iv) is rightfully obtained from a third party not under confidentiality obligation. Licensee bears the burden of demonstrating that an exception applies.

12.3 Survival

The confidentiality obligations of this Section 12 survive termination, expiration, or non-renewal of this Agreement for a period of five (5) years.

12.4 Compelled disclosure

If Licensee is compelled by law, regulation, or judicial process to disclose any confidential information of Jonomor, Licensee shall, to the extent permitted by law, promptly notify Jonomor so that Jonomor may seek a protective order or other appropriate remedy, and Licensee shall reasonably cooperate in such efforts.

Section 13 · General Provisions

13.1 Governing law

This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles.

13.2 Exclusive jurisdiction

All disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in New York County, New York. Each Party irrevocably consents to such jurisdiction and waives any objection to venue. Disputes shall be resolved on an individual basis; class arbitration and class actions are not permitted.

13.3 Entire agreement

This Agreement, including the schedules and the documents and policies expressly incorporated by reference (the H.U.N.I.E. Terms of Use, Privacy Policy, Data Processing Addendum, and Acceptable Use Policy under Section 6.4, and The Architect's Guarantee SLA under Section 7.1), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

13.4 Amendment

Amendments to this Agreement require a writing executed by both Parties. Updates to the Licensed Materials, the H.U.N.I.E. governance documents, and the SLA issued by Jonomor in accordance with their respective update cadences are not amendments to this Agreement and do not require Licensee's separate consent.

13.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to render it enforceable while preserving the original intent of the Parties.

13.6 Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered by email with confirmation of receipt or by overnight courier with tracking. Notices to Jonomor shall be sent to ali@jonomor.com or to JONOMOR LLC, 2037 Ford Street, Brooklyn, NY 11229. Notices to Licensee shall be sent to the email address and physical address designated by Licensee at execution and updated by written notice from time to time.

13.7 No waiver

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right. A waiver of any provision in any instance shall not constitute a waiver of that provision in any other instance.

13.8 Assignment

Licensee may not assign, transfer, or delegate this Agreement or any rights or obligations under it, by operation of law or otherwise, without Jonomor's prior written consent. Jonomor may assign this Agreement, in whole or in part, to any affiliate, successor, or acquirer in connection with a merger, acquisition, or sale of substantially all of Jonomor's assets.

13.9 Independent contractors

The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, employment, or fiduciary relationship between the Parties. Neither Party has authority to bind the other or to enter into any obligation on behalf of the other.

13.10 Headings; interpretation

Section headings are for convenience only and do not affect interpretation. The word "including" means "including without limitation." Singular includes plural. Days are calendar days unless designated as "business days," which means days other than Saturdays, Sundays, and U.S. federal holidays.

13.11 Counterparts and electronic execution

This Agreement may be executed in counterparts, each of which is deemed an original. Electronic acceptance recorded in accordance with Section 14 constitutes execution. The Parties expressly agree that this Agreement may be executed and delivered electronically and that the click-to-accept mechanism described in Section 14 creates a binding agreement.

Section 14 · Electronic Acceptance and Execution

This Agreement is executed by electronic acceptance, in lieu of physical or wet-ink signatures. Acceptance occurs as follows:

1. Licensee accesses the Stripe checkout page for the Agency license tier via the link provided by Jonomor.
 2. Licensee provides the organization's legal name, signing email, billing details, and any other information required by the Stripe checkout interface.
 3. Licensee marks the checkbox labeled, in substance: "I have read and agree to the terms of the Jonomor AI Visibility Framework License Agreement (Internal Use / Agency / Certification, as applicable to my purchase) and The Architect's Guarantee SLA published at jonomor.com/licensing and jonomor.com/sla. I represent that I have authority to bind the organization named above to this agreement."
 4. Licensee completes payment of the License Fee via the Stripe checkout.
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5. Stripe confirms successful payment and the executed Agreement is delivered to Licensee via email, watermarked with the Licensee organization name, the assigned license serial, and the Effective Date.

Marking the checkbox and completing payment constitutes execution of this Agreement under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the New York Uniform Electronic Transactions Act. Licensee expressly consents to electronic execution and waives any defense based on lack of physical signature.

By electronic acceptance, Licensee represents and warrants that the individual completing the checkout has actual authority to bind the Licensee organization to this Agreement.

J O N O M O R L L C — L I C E N S O R

Ali Morgan

Founder and AI Visibility Architect

JONOMOR LLC

L I C E N S E E — { { L I C E N S E E _ O R G A N I Z
A T I O N } }

Accepted electronically by an authorized signatory through the Stripe checkout on the Effective Date.

License serial: {{LICENSE_SERIAL}}

Effective date: {{EFFECTIVE_DATE}}

Schedule A · License Fee Schedule

This Schedule A sets forth the License Fees applicable to this Agreement. Founders Club rates apply to the Initial Term of licensees who execute during the Founders Club window (May 4, 2026 – June 3, 2026). Standard rates apply to all Initial Terms commenced after the close of the Founders Club window and to all Renewal Terms.

A.1 License Fee — single-year Initial Term

Period	Amount (USD)
Founders Club Initial Term (12 months)	\$48,000
Standard Initial Term (12 months)	\$72,000
Each Renewal Term (12 months)	\$72,000 (then-current standard rate)

A.2 License Fee — multi-year Initial Term (Founders Club only)

Multi-year Initial Terms must be elected at initial execution and documented in the executed agreement. Mid-term conversion from a single-year to a multi-year term is not available.

Term	Total (USD)	Pricing structure
2-year Initial Term	\$112,800	Founders rate Y1 (\$48K) + 90% of standard rate Y2 (\$64,800)
3-year Initial Term	\$170,400	Founders rate Y1 (\$48K) + 85% of standard rate Y2-Y3 (\$61,200/yr)

Multi-year licenses renew at the then-current standard rate following the conclusion of the elected multi-year Initial Term.

A.3 Engagement-coverage fee

Client Engagements in excess of the 10-engagement annual limit set forth in Schedule C are subject to per-engagement overage charges as follows:

Engagement-coverage rate	Amount per engagement (USD)
Founders Club rate (Initial Term overages)	\$4,800
Standard rate (Renewal Term overages and post-Founders execution)	\$9,600

Engagement-coverage fees are billed monthly as overages accrue, on terms parallel to the Term License Fee. Operating an engagement in excess of the annual limit without prior payment of the overage fee is a material breach.

A.4 H.U.N.I.E. Standard API rate-limit and overage

The base Agency tier H.U.N.I.E. Standard API rate-limit is 100,000 API requests per calendar month. Use beyond this limit is subject to throttling at Jonomor's election or per-request overage at \$0.05 per request, billed monthly. Sustained or projected usage above the standard limit may, at Jonomor's sole discretion, trigger a tier upgrade discussion with the Licensee's technical contact.

A.5 Payment terms

Default payment is by credit card via Stripe checkout. Institutional buyers may request invoice with Net 30 terms. Late payments accrue interest at 1.5% per month or the maximum allowed by applicable law. License Fees are non-refundable except as set forth in Section 5.5 of the body of this Agreement.

Schedule B · Licensed Materials Package

This Schedule B identifies the Licensed Materials delivered to Licensee within five (5) business days following the Effective Date.

B.1 Methodology documentation

The AI Visibility Framework methodology document, version current at the Effective Date and updated quarterly during the Term, including the six-stage system specification, the fifty-point AVFT scoring rubric in licensee-facing form, the gap diagnosis decision framework, and the Authority Flywheel model.

B.2 Schema templates

Reference schema architecture templates for Organization, Person, WebSite, TechArticle, FAQPage, and BreadcrumbList aligned with the AI Visibility Framework, including JSON-LD examples and integration guidance.

B.3 Audit rubric

The AVFT diagnostic rubric in licensee-facing form, including check definitions and remediation guidance. Internal scoring math and proprietary check internals remain confidential trade secrets of Jonomor and are not delivered as part of the Licensed Materials.

B.4 Brand assets

Approved attribution lockup files (“Powered by the Jonomor AI Visibility Framework™”) in standard digital formats, for use under Section 4.5 on Client deliverables.

B.5 H.U.N.I.E. Standard API credentials

H.U.N.I.E. Standard API credentials (API key and integration documentation) issued separately to the technical contact email designated by Licensee at Stripe checkout, within five (5) business days of the Effective Date.

B.6 Updates and refinements

All Licensed Materials updates, refinements, and successor versions issued by Jonomor during the Term, on the cadence published in The Architect’s Guarantee SLA.

Schedule C · Engagement Limit Provisions

This Schedule C sets forth the rules governing Client Engagements under the 10-engagement annual limit established in Section 2.5 of the body of this Agreement.

C.1 Engagement Limit

The Agency tier authorizes up to 10 concurrent Client Engagements per twelve (12) month license year. The license year begins on the Effective Date and ends on the day immediately preceding the next anniversary of the Effective Date. The count resets at the beginning of each license year.

C.2 What counts as one engagement

A Client Engagement is one continuous scope of work delivered to a single Client organization. Specifically:

1. A multi-property engagement for a single Client (for example, an audit covering five subsidiary domains under one parent organization) counts as one Client Engagement provided the engagement operates as one continuous scope of work and is documented under one Statement of Work or equivalent instrument.
2. Sequential engagements with the same Client organization (for example, a Q1 audit followed by a Q3 audit under separate scopes of work) count as separate Client Engagements.
3. Pre-engagement scoping calls, qualification interviews, or proposal preparation do not count as a Client Engagement until the Client formally executes a Statement of Work or equivalent instrument with Licensee.
4. Post-delivery support periods of up to ninety (90) days following final deliverable acceptance do not count as separate engagements.

C.3 Tracking and reporting

Licensee shall maintain accurate records of Client Engagements administered under this Agreement, including: (i) Client organization name; (ii) Client Engagement start date; (iii) Client Engagement scope summary; and (iv) deliverable completion date. Jonomor may request a periodic engagement report not more than once per calendar quarter, on written notice to Licensee's technical contact.

C.4 Authorization to exceed the Engagement Limit

Client Engagements in excess of the 10-engagement annual limit are not authorized under the standard Agency license. Authorization to exceed the Engagement Limit may be obtained through any one of the following:

1. payment of the engagement-overflow fee per engagement set forth in Schedule A (\$4,800 Founders / \$9,600 Standard), with payment due in advance of engagement commencement;

2. upgrade to a Certification License Agreement, which authorizes unlimited Client Engagements at the higher tier fee; or
3. a bespoke arrangement under Section 4.14, layered on top of this Agreement.

Operating a Client Engagement in excess of the Engagement Limit without one of the foregoing authorizations is a material breach and grounds for termination for cause.

C.5 Sub-engagement structures

A Client Engagement administered under this Agreement may not be subdivided or restructured to evade the Engagement Limit. Splitting a single continuous scope of work into multiple Statement-of-Work documents to circumvent the per-engagement count is a material breach.

C.6 Adjustments at renewal

At the conclusion of the Initial Term, Jonomor may, in its discretion, propose tier-upgrade or higher-engagement-limit arrangements based on Licensee's observed engagement volume. Renewal at the standard tier preserves the same engagement structure unless modified by agreement.

N O T I C E S

ANSWER ENGINE OPTIMIZATION™, AEO/GEO BY JONOMOR™, and AI VISIBILITY FRAMEWORK™ are trademarks of JONOMOR LLC, applied for in International Class 042 with the United States Patent and Trademark Office.

JONOMOR LLC is a member of the NVIDIA Inception program. This membership does not constitute NVIDIA endorsement of the AI Visibility Framework Licensing Program or any specific licensee arrangement.

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C O N T A C T

JONOMOR LLC · 2037 Ford Street, Brooklyn, New York 11229

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Web: jonomor.com

Licensing: jonomor.com/licensing

Public Registry: jonomor.com/licensees

Verification Endpoint: jonomor.com/verify

Service Level Agreement: jonomor.com/sla