

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™ Certification License Agreement

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R S C L U B

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

Preamble

This Certification 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 a professional-services or training organization and desires to license the methodology, the AVFT diagnostic, the H.U.N.I.E. system (including the Intelligence Layer), and the Certification Mark in order to: (i) deliver AI Visibility Framework services to Clients without engagement-volume limits; (ii) operate certification programs for individual practitioners; (iii) award the Jonomor AI Visibility Certified credential to qualifying individual Certified Practitioners; and (iv) hold itself out, in all of the foregoing capacities, as a Certification-tier licensee under the Jonomor AI Visibility Framework Licensing Program.
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 Certification-tier licensees and individual Certified Practitioners to identify their compliance with the Jonomor AI Visibility Certified standard. Certification Mark usage is licensed exclusively under Certification License Agreements and is governed by the Certification Mark Style Guide set forth in Schedule D.

“Certification Program” means the curriculum, examinations, practical exercises, and assessment process operated by Licensee under this Agreement to evaluate and credential individual Certified Practitioners. Each Certification Program shall comply with Schedule C.

“Certified Practitioner” means an individual person who has been awarded the Jonomor AI Visibility Certified credential by Licensee following completion of a Certification Program operated under this Agreement and consistent with Jonomor’s certification standards. Certified Practitioner status is held by individuals, not by their employers; an individual’s certified status does not transfer to a hiring organization.

“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. There is no engagement-volume limit under this Certification tier Agreement.

“Curriculum” means the body of training content (including instructional materials, examples, exercises, examinations, and supporting materials) developed and operated by Licensee for purposes of certifying individual Certified Practitioners. Curriculum is subject to Jonomor’s approval under Section 4.7 and the standards of Schedule C.

“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: (i) the H.U.N.I.E. Standard API at the rate-limit set forth in Schedule A; and (ii) the H.U.N.I.E. Intelligence Layer, which routes governance enforcement and inference through NVIDIA NemoClaw governance and NVIDIA Nemotron infrastructure under JONOMOR LLC’s NVIDIA Inception program membership, at the rate-limit set forth in Schedule A.

“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, with no engagement-volume limit;
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 and the H.U.N.I.E. Intelligence Layer on the rate-limits and operational terms set forth in Schedule A and the H.U.N.I.E. governance documents incorporated by reference under Section 6;
4. operate one or more Certification Programs under the Curriculum approved by Jonomor under Section 4.7, including the right to design and administer examinations, practical exercises, and assessments evaluating individual practitioners against the Jonomor AI Visibility Certified standard;
5. award the Jonomor AI Visibility Certified credential to qualifying individual Certified Practitioners who successfully complete a Certification Program operated by Licensee under this Agreement;
6. use the Certification Mark in connection with Licensee’s Certification Program operations and on credentials awarded to Certified Practitioners, in each case in strict compliance with the Certification Mark Style Guide set forth in Schedule D;
7. reference Licensee’s status as a current Jonomor Certification-tier licensee in client-facing pitch materials, case studies, and Certification Program marketing, subject to Sections 4.5 (attribution), 4.6 (brand protection), 4.8 (truth in marketing), and 4.16 (press and announcement rights); and
8. receive Licensed Materials updates issued by Jonomor during the Term on the priority schedule applicable to Certification-tier licensees.

This Certification license does not authorize Licensee to develop or sell competing methodology products, white-label the methodology, or modify the Certification standard or Certification Mark Style Guide. The right to operate Certification Programs is conditional on continuous compliance with the standards of Schedule C and the insurance requirement of Section 4.19.

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 (including the Certification Mark), 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.

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 or as Certification Program faculty under Licensee's direct supervision, provided each such contractor executes a written confidentiality undertaking with Licensee. Engaging partner agencies, white-label providers, or affiliated firms requires the prior written authorization of Jonomor. Certified Practitioner credentials issued under this Agreement attach to the named individual; the credential does not transfer to the individual's employer or to any other organization.

2.5 Certification Mark license scope

Use of the Certification Mark under Section 2.1(6) is limited to: (i) the Certification Program operations described in Schedule C; (ii) Certified Practitioner credentials issued by Licensee; (iii) Licensee's identification of itself as a Certification-tier licensee in standard licensee designations; and (iv) any other use expressly approved in writing by Jonomor. Certification Mark usage in violation of the Certification Mark Style Guide set forth in Schedule D, or in any other unauthorized manner, is a material breach of this Agreement and is grounds for immediate termination for cause without cure period.

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, certification certificate, Certified Practitioner credential, Certification Program syllabus, examination, and other Client- or candidate-facing deliverable produced under this Agreement that references the AI Visibility Framework, the AVFT diagnostic, the Certification Mark, or any of the other 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 or the H.U.N.I.E. Intelligence Layer governed under Section 6 carry the same attribution requirement. The ™ symbol shall accompany every published use of each Mark identified in Recital 1, and the Certification Mark shall be used in compliance with the Certification Mark Style Guide set forth in Schedule D. Licensee shall not, in any deliverable, suggest authorship by any party other than Jonomor of the underlying methodology, the AVFT diagnostic, or the Certification standard.

Failure to include the required attribution on any deliverable, or improper use of the Certification Mark on any certificate or credential, 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, audit rights, and Curriculum approval

Jonomor reserves the right to audit Licensee’s deliverables, Curriculum, examinations, Certification Program operations, and Certified Practitioner credentialing decisions for fidelity to the AI Visibility Framework, the AVFT methodology, and the Jonomor AI Visibility Certified standard. Jonomor’s exercise of quality control under this Section is a legal requirement of trademark ownership (including ownership of the Certification Mark) and is not optional.

Curriculum approval workflow:

1. Licensee shall submit a complete Curriculum package to Jonomor for review prior to commencing the first Certification Program operated under this Agreement, and shall re-submit any subsequent material revision (a revision affecting more than ten percent

(10%) of total instructional content, or any change to the examination structure or assessment standards) for re-review prior to use.

2. Jonomor shall acknowledge receipt of a complete Curriculum package within five (5) business days and shall provide written feedback or written approval within thirty (30) business days of acknowledged receipt. A complete package includes the syllabus, instructional materials, sample examinations, assessment rubric, and Certification Program operations summary.
3. Approval, conditional approval (subject to specified modifications), or rejection shall be in writing. Conditional approvals identify the modifications required for full approval. Rejected Curriculum may be resubmitted following revision; the review clock restarts on resubmission.
4. Operating a Certification Program under unapproved Curriculum, or under Curriculum after material revision without re-approval, is a material breach and is grounds for termination for cause.

Licensee shall additionally cooperate with periodic deliverable audits as follows:

1. Jonomor may, on thirty (30) days' written notice and not more than twice per twelve (12) month period (unless cause is shown), request Licensee to provide samples of recent Client deliverables, Certification Program operations records, examinations administered, and Certified Practitioner credentialing decisions for review.
2. Licensee shall cooperate in good faith with such reviews and shall provide responsive materials within ten (10) business days of the request.
3. Material deviation from the AI Visibility Framework, the AVFT methodology, or the Jonomor AI Visibility Certified standard, including credentialing of practitioners not meeting the standard, is grounds for termination for cause. 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 (including the Certification Mark).

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, certification certificate, Certified Practitioner credential, 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.

4.19 Insurance requirement

Licensee shall maintain, throughout the Term and for a period of two (2) years thereafter, professional-liability and errors-and-omissions insurance with a minimum per-occurrence and aggregate limit of \$2,000,000, covering Licensee’s delivery of services and operation of Certification Programs under this Agreement. The policy shall:

1. be written by an insurer with an A.M. Best rating of A- (Excellent) or better, or an equivalent rating from another nationally recognized insurance rating agency;
2. cover Licensee’s services delivered to Clients, Licensee’s operation of Certification Programs, and claims arising from Certified Practitioner credentialing decisions;
3. name JONOMOR LLC as an additional insured for vicarious-liability claims arising from Licensee’s authorized use of the Marks;
4. include cyber-liability coverage where Licensee handles or stores Client personal data in connection with H.U.N.I.E. integration; and
5. not contain any exclusion that would defeat coverage of typical professional-services or training-program claims.

Licensee shall furnish a Certificate of Insurance demonstrating compliance with this Section 4.19 prior to commencing the first Certification Program under this Agreement, and shall furnish renewal certificates within ten (10) business days of each policy renewal during the Term. Lapse of insurance coverage is a material breach and grounds for immediate suspension of the

Certification Program rights granted under Section 2.1, pending cure within thirty (30) business days.

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 \$96,000 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 \$144,000, 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 (i) the H.U.N.I.E. Standard API and (ii) the H.U.N.I.E. Intelligence Layer. The provisions of this Section 6 govern Licensee's use of both capabilities.

6.1 Standard API access

Jonomor grants Licensee access to the H.U.N.I.E. Standard API at a rate-limit of 250,000 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 and operating Certification Programs. Standard 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 Intelligence Layer access

Jonomor grants Licensee access to the H.U.N.I.E. Intelligence Layer at a rate-limit of 50,000 routed requests per calendar month. The Intelligence Layer routes governance enforcement and inference through NVIDIA NemoClaw governance and NVIDIA NemoTron infrastructure, operated under JONOMOR LLC's NVIDIA Inception program membership. Intelligence Layer credentials are issued separately from Standard API credentials and are governed by additional NVIDIA-imposed terms communicated to Licensee at credential issuance.

The Intelligence Layer provides higher-fidelity governance enforcement and inference suitable for advanced certification-program assessment workflows and high-stakes Client engagements. Use of the Intelligence Layer for any of the following is prohibited and is a material breach: (i) training, fine-tuning, or retrieval-augmented generation source material for any third-party model; (ii) competitive benchmarking against NVIDIA's own products or services; (iii) export to any restricted destination or person under Section 4.17; or (iv) any use that violates NVIDIA's applicable terms of service or NVIDIA Inception program terms.

6.3 Rate limits and overage

Use of either the Standard API or the Intelligence Layer in excess of the applicable rate-limit 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, that exceeding the rate limit without authorization may result in temporary suspension of credentials, and that Intelligence Layer overages may be subject to additional NVIDIA-imposed limits independent of Jonomor's discretion.

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

Licensee's use of the H.U.N.I.E. Standard API and Intelligence Layer 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, with the Intelligence Layer-specific provisions of the Acceptable Use Policy applying additionally to Licensee.

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. NVIDIA Corporation, in its capacity as the operator of the NVIDIA NemoClaw and Nemotron infrastructure underlying the Intelligence Layer, is identified as a Sub-processor with respect to Intelligence Layer routing.

6.6 Service interruptions

Service interruptions to the H.U.N.I.E. Standard API or Intelligence Layer 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 the H.U.N.I.E. Intelligence Layer routes through NVIDIA infrastructure under JONOMOR LLC's NVIDIA Inception program membership. NVIDIA infrastructure outages, capacity changes, NVIDIA Inception program changes, NVIDIA-imposed

export restrictions, or other NVIDIA actions that affect Intelligence Layer performance or availability are not breaches of this Agreement and are addressed under the force-majeure and SLA provisions. NVIDIA is a third-party beneficiary of Licensee's compliance with NVIDIA-imposed restrictions communicated to Licensee at Intelligence Layer credential issuance, with the right to enforce such restrictions directly against Licensee in the event of breach.

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 — Certification tier

Jonomor commits to acknowledging written support inquiries from Certification licensees within two (2) 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 3-business-day window for Agency licensees do not apply to this Agreement.

7.3 H.U.N.I.E. Standard API and Intelligence Layer uptime

Both the Standard API and the Intelligence Layer are operated under the 99.5% monthly uptime commitment defined in the SLA, with the Intelligence Layer subject to additional NVIDIA-imposed availability constraints communicated to Licensee at credential issuance. 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 Verification Endpoint

Jonomor maintains a public Verification Endpoint at jonomor.com/verify that allows third parties (including prospective Clients of Licensee, hiring organizations of individual Certified Practitioners, and procurement teams) to verify the active status of a Certified Practitioner credential or a Certification-tier license. Licensee shall direct any third party seeking credential verification to the Verification Endpoint and shall not represent the verification capability as Licensee's own.

7.5 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 a Certification Program under unapproved Curriculum, or following material Curriculum revision without re-approval, in violation of Section 4.7;
10. credentialing of any Certified Practitioner who has not met the published Jonomor AI Visibility Certified standard, or systematic compromise of Certification Program assessment integrity;
11. lapse of professional-liability and errors-and-omissions insurance coverage required under Section 4.19, uncured within thirty (30) business days;
12. material violation of the H.U.N.I.E. Acceptable Use Policy incorporated by reference under Section 6.4, or material violation of NVIDIA-imposed Intelligence Layer restrictions communicated under Section 6.7; or
13. 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. Licensee’s operation of any Certification Program, including any claim by a Certification Program participant or candidate alleging unfair assessment, denial of credential, or program-content harm;
3. any claim arising from a credentialing decision made by Licensee, including issuance of a Certified Practitioner credential to an individual subsequently alleged not to have met the standard, or denial of credential to an individual subsequently alleged to have met the standard;
4. any claim by a Client or end customer of a Certified Practitioner credentialed by Licensee, where the claim arises from the practitioner’s services using the Jonomor AI Visibility Certified credential;

5. any misrepresentation by Licensee regarding the nature or scope of its relationship with Jonomor or the meaning of the Jonomor AI Visibility Certified credential;
6. Licensee's breach of this Agreement, including breach of confidentiality, brand protection, export controls, or NVIDIA disclaimers;
7. Licensee's negligence, willful misconduct, or violation of applicable law; and
8. any claim that Licensee's deliverables, modifications to the framework, the AVFT diagnostic, or the Certification Program standard, 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 Certification 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.
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)	\$96,000
Standard Initial Term (12 months)	\$144,000
Each Renewal Term (12 months)	\$144,000 (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	\$225,600	Founders rate Y1 (\$96K) + 90% of standard rate Y2 (\$129,600)
3-year Initial Term	\$340,800	Founders rate Y1 (\$96K) + 85% of standard rate Y2-Y3 (\$122,400/yr)

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

A.3 Engagement-volume rights

The Certification tier license authorizes unlimited Client Engagements. No engagement-coverage fee applies. Licensee may operate any number of concurrent Client Engagements during the Term consistent with Licensee’s capacity to deliver in accordance with the AI Visibility Framework standard.

A.4 H.U.N.I.E. rate-limits and overage

The Certification tier H.U.N.I.E. rate-limits are:

Capability	Rate-limit (per calendar month)
H.U.N.I.E. Standard API	250,000 requests
H.U.N.I.E. Intelligence Layer (NVIDIA-routed)	50,000 routed requests

Use beyond the rate-limit on either capability is subject to throttling at Jonomor’s election or per-request overage at \$0.05 per Standard API request and \$0.50 per Intelligence Layer request, billed monthly. Sustained or projected usage materially above the standard limits may, at Jonomor’s sole discretion, trigger a custom-arrangement discussion under Section 4.14.

A.5 Insurance verification

Concurrent with execution, and on each renewal during the Term, Licensee shall furnish a Certificate of Insurance demonstrating compliance with the \$2,000,000 professional-liability and errors-and-omissions insurance requirement of Section 4.19. Failure to furnish a current Certificate of Insurance is grounds for immediate suspension of the Certification Program rights granted under Section 2.1, pending cure within thirty (30) business days.

A.6 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™”), the Certification Mark in approved sizes and configurations, and Certification Program identity assets, in standard digital formats, for use under Section 4.5 on Client deliverables and Section 2.1(6) on Certification Program materials and Certified Practitioner credentials. Use shall comply with the Certification Mark Style Guide set forth in Schedule D.

B.5 Certification Program operations package

Reference Certification Program operations materials, including: (i) the master syllabus template; (ii) sample examination structure and question types; (iii) the Certified Practitioner credential template; (iv) the assessment-appeal process template; (v) the candidate code of conduct template; and (vi) the Certification Mark Style Guide referenced in Schedule D. These materials are provided as the canonical baseline for Licensee’s Certification Program operations.

B.6 H.U.N.I.E. credentials package

H.U.N.I.E. Standard API and Intelligence Layer credentials (API keys for both capabilities 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.7 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. Founders Club Certification-tier licensees receive material updates thirty (30) days before standard licensees, in accordance with the SLA.

Schedule C · Certification Operations Standards

This Schedule C sets forth the operational standards governing Certification Programs operated by Licensee under this Agreement. Compliance with this Schedule is a continuous condition of Licensee's right to operate Certification Programs and award the Jonomor AI Visibility Certified credential.

C.1 Curriculum standards

Each Certification Program shall be operated under Curriculum that has been approved by Jonomor under Section 4.7 and that meets the following minimum standards:

1. faithful coverage of the AI Visibility Framework six-stage methodology and the AVFT diagnostic, in the depth required to enable a successful candidate to administer the AVFT independently to Client properties;
2. practical exercises requiring candidates to administer the AVFT diagnostic to representative properties and to produce AVFT Score Reports meeting the standard of the Licensed Materials;
3. coverage of the schema architecture, content engine principles, governance enforcement, and Authority Flywheel model documented in the Licensed Materials;
4. explicit instruction on Section 4 standard license conditions that practitioners must comply with in practice (no AI training, no white-labeling, mandatory attribution, brand protection, etc.); and
5. alignment with the most recent version of the Licensed Materials in effect at the start of each Certification Program cohort.

C.2 Assessment standards

Each Certification Program shall include assessment of candidates against the Jonomor AI Visibility Certified standard. Assessment shall include:

1. a written examination covering the conceptual foundation of the AI Visibility Framework, the AVFT diagnostic methodology, and the Section 4 standard conditions;
2. a practical exercise requiring the candidate to administer the AVFT diagnostic to one or more sample properties and produce a passing AVFT Score Report;
3. a methodology-application interview or case-study assessment evaluating the candidate's ability to interpret AVFT outputs and recommend remediation; and
4. a passing-score threshold consistent with the standard published by Jonomor and communicated to Licensee in the Licensed Materials.

Licensee shall not award the Jonomor AI Visibility Certified credential to any candidate who has not met all four assessment requirements at or above the published threshold.

C.3 Credentialing process

Each Certified Practitioner credential issued by Licensee shall:

1. identify the named individual practitioner;
2. be issued under a unique credential identifier in the format published by Jonomor and communicated to Licensee at execution;
3. reference the Verification Endpoint at jonomor.com/verify for third-party verification;
4. display the Certification Mark in compliance with the Certification Mark Style Guide set forth in Schedule D; and
5. include the attribution required under Section 4.5.

Within ten (10) business days of issuing each credential, Licensee shall report the credential to Jonomor via the credentialing data feed published by Jonomor and communicated to Licensee at execution. Failure to report credentials in a timely manner is a breach of this Schedule.

C.4 Continuing education and credential maintenance

Certified Practitioner credentials are valid for two (2) years from the issuance date. Licensee shall offer, and Certified Practitioners shall complete, continuing education sufficient to maintain the credential. The continuing-education content shall be drawn from updates to the Licensed Materials issued during the credential term and shall be assessed by Licensee. Lapsed credentials may be reinstated through completion of an updated assessment under the most recent Curriculum.

C.5 Conflict of interest and assessment integrity

Licensee shall maintain assessment integrity by:

1. separating Curriculum-instructor functions from assessment-evaluator functions to the extent practicable, with cross-checks where the same individual must perform both;
2. preventing candidate access to examination content prior to the examination;
3. handling appeals through a documented appeal process with Licensee leadership review; and
4. maintaining records of all assessment decisions for not less than five (5) years following the assessment date.

C.6 Revocation of credentials

Licensee shall revoke a Certified Practitioner credential upon discovery that: (i) the credential was issued without the practitioner meeting the Jonomor AI Visibility Certified standard; (ii) the practitioner has materially misrepresented their use of the credential; or (iii) the practitioner has materially violated the practitioner code of conduct. Licensee shall report each revocation to Jonomor within ten (10) business days. Jonomor reserves the right to require revocation of any credential for cause shown.

C.7 Reporting cadence

Licensee shall furnish a quarterly Certification Program operations report to Jonomor, including: (i) total candidates enrolled; (ii) total credentials issued in the quarter; (iii) total credentials revoked in the quarter; (iv) any material changes to Curriculum or assessment process; and (v)

any material complaint or assessment-appeal outcome. The report is due within fifteen (15) business days of each quarter's close.

Schedule D · Certification Mark Style Guide

This Schedule D sets forth the visual and usage standards governing display of the Certification Mark by Licensee and by individual Certified Practitioners credentialed by Licensee.

Compliance with this Schedule is a condition of authorized Certification Mark use under Section 2.1(6) and Section 4.5 of the body of this Agreement. Material noncompliance is a breach.

D.1 Authorized form

The Certification Mark shall be used only in the form, color, and proportions provided by Jonomor in the Brand Assets package delivered under Schedule B.4. The Certification Mark shall not be redrawn, recolored, restyled, distorted, modified, animated, or otherwise altered. The Certification Mark shall not be combined with any other mark or device into a composite mark.

D.2 Approved color and contrast

The Certification Mark shall be displayed in the approved gold (Pantone 871 / hex #B8923D) on a light background, or in the approved monochrome white-on-obsidian (hex #080B12) configuration on dark backgrounds. The Certification Mark shall not be displayed in any other color. Sufficient contrast must be maintained at all sizes for the Mark to remain legible.

D.3 Minimum size and clear space

The Certification Mark shall be reproduced at a minimum height of 24 pixels for digital display and 0.25 inches for print. A clear space equal to one-quarter of the Mark's height shall be maintained on all sides, free of any other mark, text, illustration, or graphic element.

D.4 Permitted contexts

Authorized contexts for Certification Mark display:

1. Certified Practitioner credentials issued by Licensee;
2. Certification Program syllabus, course materials, examination materials, and credential certificates;
3. Licensee's certification-program landing pages, where Licensee identifies itself as a Certification-tier licensee operating an approved Certification Program;
4. Licensee marketing materials referencing Certification Program operations, with the attribution required under Section 4.5; and
5. any additional context expressly approved in writing by Jonomor.

D.5 Prohibited uses

Without limitation, Licensee shall not use the Certification Mark:

1. on any merchandise, apparel, or promotional product (regardless of whether sold or given away) without prior written approval of Jonomor;

2. in any manner suggesting that Licensee is the originator, owner, or co-owner of the Certification Mark or the Jonomor AI Visibility Certified standard;
3. on Client deliverables that are not Certification Program-related (Client AVFT Score Reports, audit decks, and similar advisory deliverables shall use the attribution lockup, not the Certification Mark);
4. in connection with services that fall outside the Jonomor AI Visibility Certified standard;
5. on social-media handles, domain names, or email addresses controlled by Licensee or any individual practitioner; or
6. in any manner that could reasonably be expected to dilute, tarnish, or harm the distinctiveness or reputation of the Certification Mark.

D.6 Display by individual Certified Practitioners

Individual Certified Practitioners credentialed by Licensee may display the Certification Mark in the following limited contexts, subject to the standards of this Schedule and to the additional terms of any individual Certified Practitioner agreement entered into with Licensee:

1. on the practitioner's professional credential certificate;
2. in the practitioner's professional biography, resume, or curriculum vitae;
3. on the practitioner's LinkedIn profile or equivalent professional networking platform under the platform's standard credentials display feature; and
4. in client engagements where the practitioner is operating as a credentialed practitioner.

Individual Certified Practitioners shall not display the Certification Mark on personal social-media accounts in a manner that could be confused for endorsement of unrelated content, or in any of the prohibited contexts of D.5 above. Lapse, revocation, or non-renewal of a credential terminates the right to display the Certification Mark; the credentialed individual shall remove the Mark from all public and professional displays within thirty (30) days of the lapse or revocation.

D.7 Updates to this Style Guide

Jonomor may update this Schedule D from time to time on not less than sixty (60) days' prior written notice. Updates become effective on the published effective date and govern Certification Mark use prospectively. Existing credentials and materials in circulation prior to an update need not be reissued; new issuances shall conform to the most recent version of this Schedule.

N O T I C E S

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C O N T A C T

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

Founder and AI Visibility Architect: Ali Morgan

Email: ali@jonomor.com

Web: jonomor.com

Licensing: jonomor.com/licensing

Public Registry: jonomor.com/licensees

Verification Endpoint: jonomor.com/verify

Service Level Agreement: jonomor.com/sla