

HUMAN-AI OS

COMMERCIAL LICENSE AGREEMENT

1. PARTIES

This License Agreement ("Agreement") is entered into between:

Infinite 8 Industries, Inc.

A Colorado corporation ("Licensor")
2301 E Pikes Peak Ave, Suite 314
Colorado Springs, CO 80910
Phone: (719) 654-1440

and

The purchasing entity or individual ("Licensee").

2. NATURE OF LICENSE

2.1 Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable, and limited-term license to use the Human-AI OS software and related documentation (collectively, the "Software") solely for Licensee's internal business purposes.

2.2 License Characteristics

This license is:

- Non-exclusive: Other parties may license the Software
- Non-transferable: Cannot be assigned or transferred to third parties
- Non-sublicensable: Cannot be sublicensed to others
- Revocable: Subject to termination as specified herein
- Limited to internal business use only

THIS IS A LICENSE, NOT A SALE. No ownership rights in the Software or any intellectual property rights are transferred to Licensee under this Agreement. All rights not expressly granted herein are expressly reserved by Licensor.

3. LICENSE TERM

3.1 Initial Term

The initial license term is one (1) year from the date of payment clearance ("Initial Term"). The license automatically terminates at the end of the Initial Term unless renewed in accordance with Section 3.2.

3.2 Renewal

Renewal of this license requires: (a) payment of the applicable renewal fee as specified by Licensor; and (b) Licensor's acceptance of such renewal. Renewal is not automatic and is subject to Licensor's sole discretion.

3.3 Grace Period

A grace period of up to thirty (30) days may be granted at Licensor's sole and absolute discretion upon written request from Licensee. Grace periods are not automatic and must be requested in writing prior to license expiration. Licensor has no obligation to grant any grace period.

3.4 Effect of Expiration or Termination

Upon expiration of the license term or any grace period, or upon earlier termination:

- This license immediately terminates
- All rights granted under this Agreement immediately cease
- All use of the Software must immediately cease
- Access to the Software may be immediately disabled by Licensor
- Continued use after termination constitutes copyright infringement and breach of contract

4. PAYMENT TERMS

4.1 Billing and Payment

Payment is due upon receipt of invoice. Accepted payment methods are specified in the invoice and may include ACH transfer, wire transfer, check, Zelle, or direct bank transfer. License activation is contingent upon payment clearance.

4.2 Late Payment Consequences

Late or non-payment may result in:

- Immediate suspension of access to the Software
- Immediate termination of this Agreement
- Exercise of all available legal collection remedies
- Interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower
- Licensee liability for all costs of collection, including reasonable attorneys' fees

5. STRICT USE RESTRICTIONS

The following restrictions are material terms of this Agreement. Violation of any restriction constitutes a material breach and grounds for immediate termination, injunctive relief, and damages.

5.1 Prohibited Actions

Licensee SHALL NOT:

1. Copy, duplicate, reproduce, or distribute the Software or any portion thereof, including but not limited to the underlying framework, algorithms, methodologies, or documentation
2. Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software
3. Resell, sublicense, lease, rent, loan, or otherwise transfer rights to the Software to any third party
4. Embed, integrate, or incorporate the Software into other commercial platforms, products, or services
5. Provide access to the Software to third parties outside the licensed entity, including contractors, consultants, or affiliated entities without prior written consent
6. Use the Software for military, defense, weapons, warfare-related, or national security purposes of any kind
7. Use the Software in connection with autonomous weapons systems, military robotics, drone weaponization, AI targeting systems, or any weapons development
8. Use the Software in embodied machine systems including but not limited to: self-driving vehicles, autonomous drones, humanoid robots, medical devices, surgical robotics, industrial automation systems, or critical infrastructure control systems

9. Use the Software to develop, create, or support competing AI governance systems, decision-making frameworks, or similar products
10. Circumvent, disable, or interfere with license renewal mechanisms, usage tracking, or security features
11. Remove, alter, or obscure any proprietary notices, labels, or marks on the Software
12. Use the Software in any manner that violates applicable laws, regulations, or third-party rights

5.2 Advisory Nature of Software

THE SOFTWARE IS ADVISORY-ONLY AND NOT DESIGNED FOR AUTONOMOUS EXECUTION IN PHYSICAL SYSTEMS. Licensee acknowledges that the Software is designed to provide insights and recommendations that require independent human judgment and decision-making. The Software shall not be used to make automated decisions without human review and approval.

6. NO WARRANTY AND LIMITATION OF LIABILITY

6.1 No Warranty

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT:

- The Software will meet Licensee's requirements or expectations
- The Software will be uninterrupted, timely, secure, or error-free
- The results obtained from use of the Software will be accurate, complete, or reliable
- Any errors in the Software will be corrected
- The Software will produce any particular business results, outcomes, or financial performance
- The Software will ensure compliance with any particular laws, regulations, or industry standards

6.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, business opportunities, data, or goodwill
- Business interruption or loss of business information
- Cost of substitute goods or services
- Damages arising from business decisions made using the Software

IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

These limitations apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and even if Licensor has been advised of the possibility of such damages.

7. INDEMNIFICATION

Licensee shall defend, indemnify, and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Licensee's use or misuse of the Software
- Violation of any provision of this Agreement, including all use restrictions
- Third-party claims arising from Licensee's use of the Software
- Violations of applicable laws, regulations, or third-party rights by Licensee

- Claims related to AI misuse, autonomous systems, or embodied AI applications
- Business decisions made by Licensee based on Software recommendations
- Any breach of Licensee's representations or warranties under this Agreement

This indemnification obligation shall survive termination or expiration of this Agreement.

8. DATA PROTECTION AND PRIVACY

8.1 Data Non-Commercialization

Licensor does not and will not sell, broker, or commercialize Licensee's business data or operational information.

8.2 Deployment Architecture

Human-AI OS is designed to be deployed on Licensee's own infrastructure (e.g., Netlify, Vercel, or Licensee's servers). When properly deployed:

- Licensee maintains full control over their data
- Licensor does not access Licensee's operational data except as required for technical support services explicitly requested by Licensee
- No automatic data transmission to Licensor occurs
- Licensee's business information remains on Licensee's infrastructure

8.3 Licensee Data Responsibilities

Licensee is solely responsible for:

- Compliance with all applicable data protection laws and regulations (including but not limited to GDPR, CCPA, HIPAA as applicable)
- Security of data stored on Licensee's infrastructure
- Backup and disaster recovery of Licensee's data
- Obtaining all necessary consents and authorizations for data processing
- Implementing appropriate technical and organizational security measures

Licensor makes no representations or warranties regarding Licensee's compliance with any data protection laws.

9. TERMINATION

9.1 Automatic Termination

This Agreement automatically terminates immediately upon:

- Non-payment or late payment of any fees
- Material breach of any provision of this Agreement
- Violation of any use restriction specified in Section 5
- Any infringement or misappropriation of Licensor's intellectual property rights
- Expiration of the license term without renewal

9.2 Termination by Licensor

Licensor may terminate this Agreement immediately upon written notice if Licensee:

- Becomes subject to bankruptcy, insolvency, or similar proceedings
- Engages in conduct that damages Licensor's reputation or business
- Uses the Software in a manner that poses safety, security, or legal risks

9.3 Effects of Termination

Upon termination or expiration of this Agreement for any reason:

- All rights and licenses granted to Licensee immediately cease
- Licensee must immediately cease all use of the Software
- Licensee must delete or destroy all copies of the Software in its possession or control
- Upon Licensor's written request, Licensee shall provide written certification of deletion signed by an authorized officer
- Licensee remains liable for all payment obligations incurred prior to termination
- Sections 5, 6, 7, 8.3, 9.3, 10, and 11 shall survive termination

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership

The Software and all intellectual property rights therein, including but not limited to copyrights, patents, trade secrets, trademarks, methodologies, algorithms, and know-how, are and shall remain the exclusive property of Licensor. No title to or ownership of the Software or any intellectual property rights is transferred to Licensee under this Agreement.

10.2 Reservation of Rights

All rights not expressly granted to Licensee in this Agreement are expressly reserved by Licensor. Nothing in this Agreement grants Licensee any rights to Licensor's trademarks, service marks, trade names, or other branding elements except as necessary for Licensee's internal use as contemplated herein.

10.3 Feedback and Improvements

Any suggestions, comments, improvements, or feedback provided by Licensee regarding the Software ("Feedback") shall be the sole and exclusive property of Licensor. Licensee hereby assigns to Licensor all rights, title, and interest in and to any Feedback.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its conflicts of law principles.

11.2 Venue and Jurisdiction

Any legal action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts located in El Paso County, Colorado. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue or inconvenient forum.

11.3 Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 No Class Actions

Licensee agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

11.5 Injunctive Relief

Licensee acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to Licensor for which monetary damages would be inadequate. Accordingly, Licensor shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity, without the requirement of posting a bond.

12. GENERAL PROVISIONS

12.1 No Assignment

Licensee may not assign, transfer, delegate, or sublicense this Agreement or any rights or obligations hereunder, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor. Any attempted assignment in violation of this provision shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

12.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be replaced with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.4 Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof.

12.5 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or government actions.

12.6 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by email or certified mail to the addresses specified in this Agreement or as otherwise designated by a party in writing.

12.7 Independent Contractors

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or franchise relationship between the parties.

12.8 Interpretation

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The words "including" and "include" shall mean "including without limitation."

13. LICENSEE ACKNOWLEDGMENTS

BY ACCEPTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT:

1. The Software is advisory in nature and requires independent human judgment for all decisions
2. Licensor shall not be responsible for any business decisions made by Licensee based on Software recommendations
3. Licensee has read and understands all terms, restrictions, and limitations contained in this Agreement
4. Licensee has had the opportunity to seek independent legal counsel regarding this Agreement
5. This Agreement represents a fair and reasonable allocation of risk between the parties
6. The limitations of liability and warranty disclaimers are essential elements of the bargain between the parties

ACCEPTANCE

By purchasing, downloading, installing, or using the Software, Licensee accepts and agrees to be bound by all terms and conditions of this Agreement.