

FOSSORIAL CAPABILITY ARCHITECTURE™

DOCTRINE LICENSE AGREEMENT

Version 1.0

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

The Fossorial Co. ("Licensor")

and

_____ ("Licensee")

Effective Date: _____

1. PURPOSE

The purpose of this Agreement is to grant Licensee limited rights to access and use the Fossorial Capability Architecture™ ("FCA") subject to the terms and conditions set forth herein.

FCA is licensed institutional intellectual property.

No ownership interest is transferred under this Agreement.

2. DEFINITIONS

2.1 FCA

"FCA" means the Fossorial Capability Architecture™, including all associated doctrine documents, written materials, conceptual frameworks, diagrams, terminology, models,

architecture descriptions, updates, revisions, and related intellectual property provided by Licensor.

2.2 License Category

The authorized licensing category selected by Licensee:

- Internal Organizational License™
 - Partner Doctrine License™
 - Enterprise Institutional License™
 - Academic Institutional License™
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2.3 Authorized Users

Individuals employed by, contracted by, or otherwise authorized by Licensee within the scope of the selected license category.

3. LICENSE GRANT

Subject to full payment and ongoing compliance with this Agreement, Licensor grants Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use FCA solely within the scope of the selected License Category.

All rights not expressly granted are reserved by Licensor.

4. OWNERSHIP

FCA remains the sole and exclusive property of The Fossorial Co.

Nothing contained herein transfers:

- ownership rights
- copyright
- trademark rights
- patent rights
- derivative ownership rights
- intellectual property interests

to Licensee.

5. LICENSE CATEGORIES

Internal Organizational License™

Permitted solely for internal organizational use.

Not authorized for external client use.

Partner Doctrine License™

Permitted for internal use and authorized conceptual reference within client-facing professional engagements.

Does not permit resale, redistribution, sublicensing, or representation of FCA as Licensee-owned intellectual property.

Enterprise Institutional License™

Permits broader internal organizational dissemination as defined by the executed Order Form or License Schedule.

Academic Institutional License™

Permits approved educational, executive education, and research usage within the licensed institution.

6. RESTRICTIONS

Licensee shall not:

- sell FCA
- sublicense FCA
- redistribute FCA
- publish FCA publicly
- post FCA online
- transfer FCA to third parties
- represent FCA as Licensee-owned intellectual property
- remove copyright notices
- modify ownership notices
- create competing derivative doctrine products substantially based upon FCA

except as expressly authorized by Licensor in writing.

7. NO SERVICES

Licensee acknowledges FCA is licensed intellectual property.

No consulting, advisory, implementation, assessment, coaching, training, facilitation, support, software, or professional services are included under this Agreement.

No fiduciary, advisory, consulting, or professional-services relationship is created.

8. FEES

Licensee agrees to pay licensing fees as specified below:

License Category:

Term:

Fee:

Billing Frequency:

- Monthly
- Annual

Payments are non-refundable except as required by applicable law.

9. TERM

This Agreement shall commence on the Effective Date and continue for the selected license term unless terminated in accordance with this Agreement.

10. RENEWAL

Unless otherwise stated in writing:

Annual licenses renew annually upon mutual agreement.

Monthly licenses renew month-to-month until terminated.

Licensor may revise future licensing fees upon renewal.

11. UPDATES AND REVISIONS

Licensor may periodically revise FCA.

Nothing in this Agreement obligates Licensor to:

- create updates
- maintain updates
- issue revisions
- provide additional materials

Any updates provided during an active license period remain subject to this Agreement.

12. CONFIDENTIALITY

Licensee shall exercise reasonable care to prevent unauthorized disclosure of FCA materials.

Licensee shall not knowingly permit unauthorized access to FCA.

13. INTELLECTUAL PROPERTY PROTECTION

Licensee shall promptly notify Licensor of any known:

- unauthorized distribution
- infringement
- misuse
- misappropriation

of FCA.

14. DISCLAIMER

FCA constitutes institutional doctrine and intellectual property.

FCA is provided "AS IS."

Licensor makes no representation or warranty regarding:

- business outcomes
- organizational outcomes
- operational outcomes
- performance improvements
- financial results
- strategic results

Licensee assumes all responsibility for its use of FCA.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Licensor shall not be liable for any:

- indirect damages
- consequential damages
- special damages
- incidental damages
- lost profits
- lost revenue
- business interruption
- reputational harm

arising from use of FCA.

Licensor's aggregate liability shall not exceed the total fees paid by Licensee during the twelve (12) months preceding the claim.

16. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless Licensor from claims arising from:

- Licensee's use of FCA
 - misuse of FCA
 - violation of this Agreement
 - unauthorized representations regarding FCA
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17. TERMINATION

Licensor may terminate this Agreement immediately upon material breach.

Upon termination:

- all license rights cease
- Licensee shall discontinue use of FCA
- Licensee shall destroy or permanently delete FCA materials upon written request

except where retention is required by law.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee, without regard to conflict-of-law principles.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding FCA.

No oral statements, prior communications, or external representations shall modify this Agreement unless in writing and signed by both parties.

20. SIGNATURES

THE FOSSORIAL CO.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

Organization: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

A one-page License Schedule attached including:

- License Category
 - Licensee Name
 - Authorized Entity
 - Effective Date
 - Billing Frequency
 - License Fee
 - Renewal Date
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