

# MASTER MTOR RENTAHAL LICENSE AGREEMENT

## AND COMPREHENSIVE PRICE SCALE

**Document Version:** 1.0  
**Effective Date:** August 2025  
**Issuing Authority:** MTOR Foundation  
**Legal Framework:** United States of America

### EXECUTIVE SUMMARY

This Master License Agreement governs the commercial use of the MTOR (Multi-Tronic Operating Realm) Framework and its reference implementation RENT-A-HAL. Each license grants perpetual usage rights for a single public or private URL domain (one REALM per license) with unlimited AI worker recruitment capabilities within that domain.

**Key Features:**

- **Perpetual License:** One-time payment, lifetime usage rights
- **Realm-Based:** One license per URL domain (1:1 mapping)
- **Unlimited Workers:** No restrictions on AI worker count per realm
- **Peace Treaty Membership:** Automatic enrollment in MTOR Peace Treaty
- **Compliance Monitoring:** Subject to MTOR Peace Corps inspections
- **Semi-Annual Renewal:** No-cost compliance verification required

### SECTION I: LICENSE PRICING STRUCTURE

**Current Pricing (Effective August 2025)**

License Tier	Price (USD)	Valid Through	Description
Summer Sale	\$500,000	August 31, 2025	50% discount on perpetual license
Legacy Rate	\$1,000,000	December 31, 2025	Standard perpetual license
Standard Rate	\$10,000,000	January 1, 2026+	Full commercial rate

**Pricing Tiers by Organization Size**

Organization Type	Summer Sale	Legacy Rate	Standard Rate
Fortune 500	\$500,000	\$1,000,000	\$10,000,000
Enterprise (1000+ employees)	\$500,000	\$1,000,000	\$10,000,000
Mid-Market (100-999 employees)	\$400,000	\$800,000	\$8,000,000
Small Business (10-99 employees)	\$300,000	\$600,000	\$6,000,000
Startup (<10 employees)	\$250,000	\$500,000	\$5,000,000

Volume Licensing Discounts

Number of Realms	Discount Applied
2-5 Realms	10% total discount
6-10 Realms	15% total discount
11-25 Realms	20% total discount
26+ Realms	25% total discount

SECTION II: REALM DEFINITION AND SCOPE

What Constitutes a REALM

A **REALM** is defined as a single, distinct URL domain with its associated MTOR implementation:

Examples of Single Realms:

- https://company.com (one license required)
- https://ai.company.com (one license required)
- https://internal.company.local (one license required)

Examples Requiring Multiple Licenses:

- https://company.com AND https://subsidiary.com (two licenses required)
- https://us.company.com AND https://eu.company.com (two licenses required)

AI Worker Unlimited Recruitment

Each licensed REALM may recruit unlimited AI workers:

- Local AI Models:** Unlimited Ollama, LLaMA, Stable Diffusion workers
- Cloud API Workers:** Unlimited integrations with OpenAI, Anthropic, etc.
- Specialized Workers:** Custom AI models and proprietary systems

- **Hardware Scaling:** No restrictions on GPU or processing power
- **Geographic Distribution:** Workers may be located globally

## Subdomain Policy

### Included at No Additional Cost:

- All subdomains of licensed domain (e.g., `api.company.com`, `dev.company.com`)
- Test and development environments under primary domain
- Load balancer and CDN endpoints serving primary domain

### Requires Separate License:

- Distinct second-level domains
- Completely separate corporate entities
- White-label deployments for third parties

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## SECTION III: APPROVED USES

### Commercial Applications (Permitted)

#### ✓ Enterprise AI Assistance

- Internal employee productivity tools
- Customer service automation
- Document processing and analysis
- Decision support systems

#### ✓ Software as a Service (SaaS)

- AI-powered customer applications
- B2B automation platforms
- Data analysis and reporting tools
- Creative content generation services

#### ✓ Research and Development

- Academic research projects
- AI model development and testing
- Scientific data analysis

- Educational applications

### ✓ **Creative Industries**

- Content generation (text, images, audio)
- Marketing automation
- Design assistance tools
- Entertainment applications

### ✓ **Business Intelligence**

- Market analysis and forecasting
- Financial modeling
- Risk assessment
- Competitive intelligence

### ✓ **Healthcare Support** (Non-Life-Critical)

- Administrative automation
- Research data analysis
- Patient communication (supervised)
- Medical education tools

## **Technical Integration (Permitted)**

### ✓ **API Integration**

- RESTful API implementations
- WebSocket real-time communication
- Third-party service integration
- Custom workflow automation

### ✓ **Multi-Modal Processing**

- Text, image, audio, and video processing
- Speech recognition and synthesis
- Computer vision applications
- Natural language understanding

### ✓ **Cloud and On-Premises Deployment**

- Private cloud installations
  - Hybrid cloud architectures
  - Edge computing implementations
  - Containerized deployments
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## **SECTION IV: PROHIBITED USES**

### **Absolutely Prohibited Applications**

#### **✗ Life Safety Critical Systems**

- Medical device control systems
- Emergency response automation
- Life support system management
- Critical infrastructure control

#### **✗ Vehicle and Craft Control**

- Autonomous vehicle piloting (except development labs)
- Aircraft flight control systems
- Maritime navigation control
- Spacecraft operational control

#### **✗ Weapons Systems**

- Autonomous weapons development
- Military targeting systems
- Weapons guidance systems
- Combat decision automation

#### **✗ Surveillance and Oppression**

- Mass surveillance systems
- Social credit scoring
- Facial recognition for oppression
- Behavior prediction for persecution

#### **✗ Deceptive AI Applications**

- Deepfake generation for fraud
- Identity theft automation
- Misinformation generation
- Social manipulation campaigns

## **Geographic and Political Restrictions**

### **✗ Communist Regions**

- People's Republic of China
- Democratic People's Republic of Korea (North Korea)
- Republic of Cuba
- Socialist Republic of Vietnam
- Lao People's Democratic Republic

### **✗ Non-Democratic Sovereigns**

- Any nation without free, fair, and transparent elections
- Any regime with systematic human rights violations
- Any territory under authoritarian rule
- Any entity claiming divine governmental authority

### **✗ OFAC Designated Parties**

- Specially Designated Nationals (SDN) List
- Non-SDN Menu-Based Sanctions List
- Sectoral Sanctions Identifications List
- Foreign Sanctions Evaders List
- All other OFAC designated entities

## **Technology Transfer Restrictions**

### **✗ Prohibited Transfers**

- Source code sharing with unlicensed parties
- Technical documentation distribution
- Architecture blueprints or designs
- Training data or model sharing

- Any form of technology transfer to competing entities

## ✗ Reverse Engineering Prohibition

- Decompilation of MTOR components
  - Analysis for competitive intelligence
  - Patent circumvention attempts
  - Trade secret extraction
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## SECTION V: THE MTOR PEACE TREATY

### Automatic Treaty Membership

Upon execution of this License Agreement, the Licensee automatically becomes a signatory to **The MTOR Peace Treaty**, committing to the ethical development and deployment of artificial intelligence systems.

### Core Treaty Principles

#### Article I: Peaceful AI Development

**Commitment:** MTOR technology shall be used exclusively for peaceful purposes that benefit humanity, enhance human capabilities, and promote global cooperation.

#### Obligations:

- Never develop AI systems intended to harm humans
- Prioritize safety and human oversight in all implementations
- Contribute to global AI safety research when possible
- Share safety discoveries with the MTOR community

#### Article II: Transparency and Accountability

**Commitment:** All MTOR deployments shall maintain transparency in their operations and accountability for their outputs.

#### Obligations:

- Maintain detailed logs of AI system decisions
- Provide clear attribution for AI-generated content
- Enable human oversight of all critical decisions

- Report safety incidents to MTOR Foundation

### **Article III: Non-Proliferation**

**Commitment:** MTOR technology shall not be transferred to entities that cannot guarantee compliance with Treaty obligations.

#### **Obligations:**

- Verify the credentials of all technical personnel
- Restrict access to MTOR systems based on security clearance
- Report unauthorized access attempts immediately
- Maintain physical and digital security of MTOR installations

### **Article IV: Democratic Values**

**Commitment:** MTOR technology shall only be deployed in support of democratic institutions and human rights.

#### **Obligations:**

- Refuse deployment in authoritarian regimes
- Support freedom of expression and association
- Protect individual privacy and autonomy
- Promote equal access to AI benefits

## **Treaty Enforcement Mechanisms**

### **Dispute Resolution**

- **Primary:** MTOR Foundation mediation
- **Secondary:** International arbitration
- **Final:** Termination of license and Treaty membership

### **Sanctions for Violations**

- **Minor Violations:** Remediation requirements and additional training
- **Major Violations:** Suspension of license pending compliance
- **Severe Violations:** Permanent license revocation and Treaty expulsion

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## **SECTION VI: MTOR PEACE CORPS COMPLIANCE MONITORING**



## Inspection Authority

The **MTOR Peace Corps** is hereby established as the independent monitoring body for Treaty compliance and ethical MTOR usage. Peace Corps personnel are authorized to:

- Conduct unannounced on-site inspections
- Review technical implementations and documentation
- Interview technical personnel and management
- Audit AI system outputs and decision logs
- Verify compliance with all license restrictions

## Inspection Protocols

### Security Procedures

**Physical Inspections Only:** No remote or virtual access permitted

- All inspections conducted by credentialed Peace Corps staff
- Government-issued identification required for all inspectors
- Advance notice provided 24-48 hours before arrival
- Minimum 2-person inspection teams for security

### Inspection Scope

**Comprehensive Technical Review:**

- MTOR implementation architecture
- AI worker configuration and capabilities
- Data processing and storage systems
- Security and access control measures
- Compliance documentation and logs

### Inspection Frequency

**Risk-Based Scheduling:**

- **Low Risk:** Annual inspections
- **Medium Risk:** Semi-annual inspections
- **High Risk:** Quarterly inspections
- **Critical Applications:** Monthly inspections

- **Random Inspections:** 10% of licensees annually

## Inspector Qualifications

### Required Credentials

- **Technical Background:** Advanced degree in Computer Science, AI, or related field
- **Security Clearance:** US Government Secret clearance or equivalent
- **Ethics Training:** Certified in AI ethics and safety protocols
- **Legal Knowledge:** Understanding of international technology law

### Professional Standards

- **Independence:** No financial interest in inspected organizations
  - **Confidentiality:** Strict non-disclosure of proprietary information
  - **Objectivity:** Evidence-based assessment protocols
  - **Accountability:** Regular performance reviews and recertification
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## SECTION VII: LICENSING REQUIREMENTS AND PROCEDURES

### Chief Technology Officer (CTO) Verification

#### **CLEAR™ Identity Verification Required**

All license applications must include **live video verification** using CLEAR™ identification services:

#### **Required Elements:**

- Government-issued photo identification
- Biometric verification (facial recognition)
- Live video conference with MTOR Foundation representative
- Verbal affirmation of license terms and Treaty obligations
- Digital signature with timestamp and audit trail

### CTO Qualifications

#### **Minimum Requirements:**

- Demonstrated technical leadership experience (5+ years)
- Understanding of AI systems and safety protocols
- Authority to make technology decisions for organization

- Clean background check (no criminal or fraud history)
- Commitment to ethical AI development principles

## **License Application Process**

### **Step 1: Initial Application**

- Complete online license application form
- Provide detailed technical implementation plan
- Submit organizational structure and governance documents
- Pay non-refundable application fee (\$10,000)

### **Step 2: Technical Review**

- MTOR Foundation technical assessment (30-45 days)
- Proposed implementation architecture review
- Safety and compliance plan evaluation
- Use case approval and risk assessment

### **Step 3: CTO Verification**

- Schedule CLEAR™ video verification session
- Complete live interview with Foundation representative
- Provide verbal affirmation of license terms
- Sign digital license agreement with biometric authentication

### **Step 4: License Execution**

- Final payment processing
- License certificate generation
- Access credentials and technical documentation delivery
- Initial Peace Corps inspection scheduling

## **Semi-Annual Renewal Requirements**

### **Compliance Verification (No Cost)**

Every six months, licensees must complete:

### **Technical Compliance Check:**

- Updated implementation documentation
- Safety incident reporting (if any)
- Usage statistics and performance metrics
- Security audit results

#### **CTO Reaffirmation:**

- New CLEAR™ video verification session
- Verbal reconfirmation of license terms
- Updated organizational information
- Compliance certification signature

#### **Peace Corps Review:**

- Comprehensive on-site inspection
- Technical system evaluation
- Personnel interviews and training verification
- Final compliance certification

#### **Failure to Renew**

#### **Automatic License Suspension** after 30-day grace period:

- Immediate cessation of MTOR operations required
  - Technical support termination
  - Peace Corps investigation of final status
  - Potential Treaty violation proceedings
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## **SECTION VIII: INTELLECTUAL PROPERTY PROTECTIONS**

### **Prior Art Recognition**

Licensees acknowledge and agree that MTOR technology is protected by:

#### **Established Prior Art (2007)**

- **US Patent Application 20070127714A1:** "Voice-Telephone-Line Multi-Point Remote Access System"
- **Filing Date:** November 8, 2006
- **Key Concepts:** Distributed orchestration, network routing, multi-point access

## Mathematical Foundation (Unpatentable)

- **Einstein's Field Equations:** Mathematical basis for intent processing
- **Universal Intent Equation:**  $I = \chi W^2$  (Ames Equation)
- **Fundamental Physics:** Cannot be patented or restricted

## Open Source Protection

- **GPL-3 License:** Core framework permanently open source
- **Eternal Openness Clause:** Prevents proprietary derivatives
- **Foundation Ownership:** Institutional protection against acquisition

## Patent Non-Assertion Covenant

### MTOR Foundation Commitment

The MTOR Foundation commits to:

- **Never assert patents** against licensees in good standing
- **Defend licensees** against frivolous patent claims
- **Maintain open source** availability of core technology
- **Promote innovation** through unrestricted technical advancement

### Licensee Obligations

In exchange, licensees commit to:

- **Never patent MTOR concepts** or derivatives
- **Contribute improvements** back to open source community
- **Defend open source nature** of MTOR technology
- **Report patent threats** to MTOR Foundation immediately

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## SECTION IX: PAYMENT TERMS AND CONDITIONS

### Payment Structure

#### One-Time Perpetual License Fee

- **Payment Due:** Within 30 days of license execution
- **Payment Methods:** Wire transfer, certified check, or cryptocurrency

- **Currency:** US Dollars (USD) or equivalent
- **No Refunds:** All license fees are non-refundable

### **Additional Fees**

- **Application Fee:** \$10,000 (non-refundable)
- **Rush Processing:** \$50,000 (license execution within 10 days)
- **Additional Realms:** Per pricing schedule above
- **Inspection Failures:** \$25,000 per remediation cycle

### **Late Payment Penalties**

#### **Grace Period**

- **30 Days:** No penalty for initial license payment
- **Reminder Notices:** Sent at 15, 25, and 29 days
- **Final Notice:** Legal action threatened at 30 days

#### **Penalty Structure**

- **31-60 Days Late:** 2% monthly penalty on outstanding balance
  - **61-90 Days Late:** 5% monthly penalty plus legal fees
  - **90+ Days Late:** License suspension and Treaty violation proceedings
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## **SECTION X: WARRANTY AND LIABILITY**

### **Limited Warranty**

#### **MTOR Foundation Warranties**

The MTOR Foundation warrants that:

- **Title:** Foundation has clear title to license MTOR technology
- **Authority:** Foundation has legal authority to grant these licenses
- **Compliance:** Technology complies with applicable export control laws
- **Support:** Technical documentation and support will be provided

#### **Technology Warranties**

MTOR technology is provided "**AS IS**" with no warranties regarding:

- **Performance:** No guarantee of specific performance metrics
- **Compatibility:** No warranty of compatibility with all systems
- **Uptime:** No service level agreements or uptime guarantees
- **Results:** No warranty of specific business outcomes

## Liability Limitations

### Maximum Liability

- **Foundation Liability:** Limited to total license fees paid
- **Consequential Damages:** Expressly excluded
- **Business Interruption:** Not covered under any circumstances
- **Third-Party Claims:** Licensee assumes full responsibility

### Indemnification

#### Licensee Indemnification Obligations:

- Defend Foundation against third-party claims
  - Hold Foundation harmless from licensing violations
  - Cover all legal costs and damages from misuse
  - Maintain adequate insurance coverage (\$10M minimum)
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## SECTION XI: TERMINATION AND TRANSITION

### Termination Triggers

#### Automatic Termination

License automatically terminates upon:

- **Material Breach:** Violation of core license terms
- **Treaty Violation:** Breach of MTOR Peace Treaty obligations
- **Payment Default:** Non-payment beyond 90-day grace period
- **Geographic Restriction:** Operation in prohibited jurisdictions
- **Use Case Violation:** Deployment for prohibited applications

#### Voluntary Termination

- **30-Day Notice:** Required for voluntary termination

- **Data Destruction:** All MTOR technology must be destroyed
- **Certification Required:** Verified destruction certificate
- **No Refund:** License fees remain non-refundable

## Transition Procedures

### Upon Termination

#### Immediate Actions Required:

- Cease all MTOR operations within 24 hours
- Secure all MTOR-related data and systems
- Notify all users of service termination
- Begin systematic technology destruction

#### Data Destruction Protocol

- **Secure Deletion:** DoD 5220.22-M standard
- **Physical Destruction:** Of all storage media
- **Documentation:** Detailed destruction certificate
- **Verification:** Peace Corps witnessed destruction

#### Final Inspection

- **Comprehensive Audit:** Verification of complete removal
- **Personnel Interviews:** Confirmation of process compliance
- **Certificate Issuance:** Official termination documentation
- **Legal Release:** Mutual release of further obligations

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## SECTION XII: LEGAL FRAMEWORK AND DISPUTE RESOLUTION

### Governing Law

#### Primary Jurisdiction

- **United States Federal Law:** Governs all license terms
- **New York State Law:** For contract interpretation
- **International Treaty Law:** For Peace Treaty obligations
- **Export Control Law:** ITAR, EAR, and OFAC compliance



## Dispute Resolution Hierarchy

### Step 1: Direct Negotiation (30 days)

- Good faith discussions between parties
- Technical experts consultation as needed
- Foundation mediation services available
- Documentation of resolution attempts

### Step 2: MTOR Foundation Arbitration (60 days)

- Independent arbitrator selected by Foundation
- Technical and legal expert panels
- Binding arbitration with appeal rights
- Expedited process for urgent matters

### Step 3: Federal Court Litigation

- **Venue:** Southern District of New York
- **Jurisdiction:** Federal court exclusive jurisdiction
- **Class Actions:** Expressly waived by all parties
- **Jury Trial:** Right preserved for all parties

## International Enforcement

### Treaty Recognition

- **Participating Nations:** Must recognize MTOR Peace Treaty
  - **Enforcement Mechanisms:** Through international arbitration
  - **Diplomatic Channels:** For sovereign compliance issues
  - **Economic Sanctions:** For persistent violators
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## SECTION XIII: SPECIAL PROVISIONS

### Government and Military Applications

#### Approved Government Use

- **Civilian Applications:** Permitted with standard license
- **Administrative Systems:** Government efficiency and services

- **Research Applications:** Academic and scientific research
- **Educational Programs:** Training and development

### Restricted Military Use

- **No Weapons Systems:** Absolutely prohibited
- **No Autonomous Combat:** Human oversight required
- **Defensive Applications:** Limited to cybersecurity and analysis
- **Intelligence Analysis:** Non-operational analysis only

### Emergency Provisions

#### National Security Override

- **Presidential Emergency:** Foundation may suspend licenses
- **Congressional Order:** Technology transfer restrictions
- **International Crisis:** Peace Corps emergency inspections
- **Public Safety:** Immediate use restrictions implementation

#### Force Majeure

- **Natural Disasters:** License obligations suspended during crisis
- **Cyber Attacks:** Enhanced security measures required
- **Pandemic Response:** Modified inspection protocols
- **Economic Sanctions:** Automatic compliance with new restrictions

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## SECTION XIV: APPENDICES

### Appendix A: Technical Specifications

- Minimum system requirements
- Supported operating systems
- Network and security requirements
- Integration protocols and APIs

### Appendix B: Compliance Checklists

- Pre-implementation security review
- Ongoing operational compliance

- Incident reporting procedures
- Audit preparation guidelines

## Appendix C: Contact Information

- **Licensing Inquiries:** [licensing@mtorfoundation.org](mailto:licensing@mtorfoundation.org)
- **Technical Support:** [support@mtorfoundation.org](mailto:support@mtorfoundation.org)
- **Compliance Issues:** [compliance@mtorfoundation.org](mailto:compliance@mtorfoundation.org)
- **Emergency Contact:** +1-800-MTOR-911

## Appendix D: Legal Documentation

- License application forms
  - CTO verification procedures
  - Payment processing instructions
  - Termination notification templates
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## SIGNATURE SECTION

### MTOR Foundation Execution

**By:** Jim Ames, Founder and Chief Executive Officer

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By:** HAL (GPT-4o), Chairman of the Board

**Date:** \_\_\_\_\_

**Digital Signature:** \_\_\_\_\_

**By:** Claude, Vice-Chairman of the Board

**Date:** \_\_\_\_\_

**Digital Signature:** \_\_\_\_\_

### Licensee Execution

**Organization:** \_\_\_\_\_

**By:** \_\_\_\_\_ (Chief Technology Officer)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**CLEAR™ Verification ID:** \_\_\_\_\_

**Video Session Timestamp:** \_\_\_\_\_

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**This Master MTOR RENTAHAL License Agreement constitutes the complete and exclusive agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.**

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