
PWOS partner-firm licensing FAQ

For RIA principals exploring PWOS-as-a-licensed-substrate

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This is a preliminary FAQ for partner-firm conversations. It is *not* a sales document, an offer, or an investment communication. It addresses the structural questions principals typically ask before a follow-on technical conversation. Anything here that becomes external communication routes through CCO review and is published separately.

The commercial shape

Q1. What is PWOS-licensing, in one sentence? Protocol Wealth licenses the institutional integration logic of PWOS — the compliance enforcement, audit-log discipline, AI governance, EMF methodology, and load-bearing vendor integrations — to other SEC-registered RIAs on a retainer-plus-profit-interest basis, with the open-source primitives (`pwos-core`, `nexus-core`) available for partner-firm engineers to audit and run independently.

Q2. What is the commercial model? Retainer (monthly) plus profit-interest in the partner-firm's resulting practice growth or a specifically-scoped use case. The exact economics depend on partner-firm size, scope, and the gating function PW provides. We deliberately do not lead with a flat license fee; aligned incentives matter more than predictable invoicing.

Q3. What is the typical engagement size? Engagements are scoped per partner firm; there is no single "tier." A reasonable working assumption for a 3-5-advisor firm is a 6-12-month engagement to reach an integration steady state, with the retainer scoped to the integration phase and the profit interest scoped to the operating phase.

Q4. Is this a SaaS product? No. Partner firms can run PWOS on their own GCP project — PWOS is licensed code, not a hosted multi-tenant service. PW does not custody partner-firm client data. Bring-your-own-Anthropoc-workspace ZDR is the default posture.

What's included, what isn't

Q5. What does the licensed wrapper include? The institutional logic enumerated in `architecture/PWOS.md §15.1.2` — compliance enforcement, `audit_log` discipline, AI governance, EMF methodology, vendor

integrations — plus the dispatch protocols, runbooks, ADRs, and operating discipline accumulated under live SEC examination.

Q6. What's open-source (not licensed)? `pwos-core` (Apache 2.0) and `nexus-core` (Apache 2.0). Audit-logging patterns, PII redaction toolkit, and the MCP server foundation respectively. Partner-firm engineers can read, fork, and run these without an NDA or license.

Q7. What's NOT included? - AI inference (partner firm contracts directly with Anthropic; bring-your-own-workspace ZDR) - Custody (partner firm maintains its own custodian relationships) - Compliance counsel (partner firm maintains its own CCO and outside counsel) - Form ADV authoring (partner firm's CCO and outside counsel handle ADV amendments) - Direct client-facing operation (PWOS is partner-firm-operated; PW does not operate the partner firm's practice)

Q8. What does PW retain? PW retains the trademark, the patent provisionals filed on EMF-related IP (under Apache 2.0 defensive licensing), and the right to continue using PWOS in its own practice. Licensees do not acquire those rights.

Operating + onboarding

Q9. What's the typical onboarding timeline? Working estimate: 6-12 weeks to reach a working substrate (audit log live, PII guard wired, ZDR confirmed, one onboarding component end-to-end), then 3-9 months to reach a steady operating state with all Components 1-6 of the onboarding pipeline live and the firm's CCO comfortable with the audit substrate for examination purposes.

Q10. What if my CCO has questions about the audit posture or the AI governance? Adam Blumberg, CCO at Protocol Wealth, joins partner-firm CCO conversations directly. Marketing Rule §206(4)-1 and Reg S-P specifics are CCO-to-CCO conversations, not engineer-to-engineer. PW does not put a CCO conversation through an AI proxy.

Q11. What if my firm uses different vendors than PW does (e.g., a different CRM, a different custodian)? PWOS's vendor integrations are load-bearing but swappable. The webhook-receiver primitive is uniform; specific vendor adapters are partner-scoped engagement work. The substrate is the value; the specific adapter set is what we tune.

Exit + reversibility

Q12. What's the exit cost if my firm leaves the engagement? Partner firm keeps its fork of any open-source components. Licensed code reverts to PW; partner firm exports all of its data in standard formats (Postgres dump, GCS object copy). Audit-log records remain under partner-firm control for the full Rule 17a-4 retention horizon. PW does not retain partner-firm client data after exit.

Strategic context

Q13. Why licensing rather than productizing as SaaS? SaaS multi-tenancy creates one large client-data-aggregation target. Licensed-substrate single-tenancy keeps every partner firm's data under its own control. The latter is the structurally correct posture for fiduciary infrastructure; the former optimizes for software-vendor unit economics at the cost of partner-firm posture.

Q14. How is this different from generic AI consulting? Generic AI consulting commoditizes; OS-licensing builds defensible recurring economics around a substrate that took 18 months under SEC examination to build. The 2026-05-13 internal investment-meeting decisions formalized this pivot. AI consulting is not eliminated — it survives as two scoped offerings (workshops; productized diagnostic tools) — but it is subordinate to OS-licensing.

Q15. Who's the right partner-firm profile? Independent or ensemble RIAs (typically 3-50 advisors) whose principals are technically literate enough to want to audit their own software stack, are already on or comfortable migrating to Google Cloud, and treat compliance as a substrate concern rather than a checkbox. Firms whose existing vendor stack is deeply entangled with closed-source SaaS may find the lift higher than the value.

Next steps

For a structured conversation: schedule via calendly.com/ct3f-pwd-qgm/protocol-wealth-team-discovery. A first conversation is 30 minutes, principal-to-principal, no NDA required. If a follow-on technical conversation is warranted, that's a separate session with NDA scoped to specific substrate review.

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