MoxyWolf LLC

SPRINT 26 MICRO-ASSESSMENT · WOOLF C14 · CODE OF ETHICS · RESOURCE PACK R4-08 · V1.1

A Founder's Code of Ethics

What I commit to, who I owe it to, and how it decides things.

Dorian Cougias · Founder, MoxyWolf LLC · October 2026

FOR THE ASSESSOR · COMPANY CONTEXT IN ONE PARAGRAPH

MoxyWolf LLC is a two-person compliance company in Las Vegas, run by me and my co-founder Michael Flanagan, alongside ten AI department agents. We run one free site, **STIGViewer.com**, where security teams look up the U.S. Defense Department's configuration rules (STIGs) and the controls behind them. Our product line, **OpenControls**, sells API access and an MCP server (the standard interface that lets AI assistants call a data source directly) to that same knowledge, so software and AI agents can use it without a human copying and pasting. From July to September 2026, about 37,000 people a month used the free site (PostHog unique visitors, test accounts excluded, read 21 Oct 2026). October is running far higher, and we aren't counting it until we know where that traffic comes from. Our customers are security practitioners, auditors and program managers; our partners (Strike Graph, DTA Solutions, the Cloud Security Alliance and resellers) carry our content inside their own products. Before MoxyWolf I spent 22 years in federal compliance and co-founded, then sold, the Unified Compliance Framework. That history is why the code below spends so much time on content rights and on showing your work.

VISION, MISSION AND VALUES · AS WRITTEN IN SPRINT 24

Vision

Any regulated job, from the rule to the role to the machine, answered in one question, with the source and the date behind the answer.

Mission

We make the rules that govern work open, current and provable, so people and AI agents can do regulated work without guessing. Every answer carries its source and its date.

Values (each began as an "I believe" statement)

Show your work. A claim without a source is a guess. Every claim carries its source and its date.

Written, not remembered. A company that runs on memory runs on its founder. Decisions are records.

Human above the loop. AI should do the work and a person should own the result. A named person signs what ships.

Translation, not conquest. People shouldn't have to learn our language to use our data. We meet buyers in the tools they already use, through partners.

Measure, then decide. The market's behavior beats my opinion. Experiments run with the metric in place and end in a written call.

Brand promise

Every answer shows its source and its date. Open by design, current by default, grounded in provenance.

Impact statement (Sprint 24)

We keep the front door free, so knowing the rules stops being a privilege of size. Open by design: access shouldn't depend on budget. Show your work: people deserve to see where a rule comes from. People over paperwork: compliance exists to protect people, not to keep auditors busy.

Section 1. The framework behind the code

What goes wrong in my sector

Governance, risk and compliance (GRC) is an industry that sells accountability. That makes its own lapses sharper than most. I didn't have to research the sector from the outside. On 16 October 2026 I published a perspective article, *Show Me the Rights: The Content Accountability GRC Vendors Owe Their Customers*, built on two research papers I wrote this year on machine-readable permissions and text-and-data-mining rights. The article asks one question of every content supplier, including the company I founded: *what gives you the right to do this with that content?* Writing it forced me to name the dilemmas I see most often. Four of them shape this code.

1. Processing other people's work without a rights record. A GRC vendor acquires a standard, extracts its requirements, runs it through AI and sells the mapping. The authors of that standard (ISO, NIST, ENISA, OWASP and dozens more) have owners, terms and boundaries. ISO's current copyright notice explicitly restricts AI uses (ISO, *Copyright*, checked 16 Oct 2026). The common move is to say "the document was on the web, the mapping is useful, and we'd defend ourselves." None of those sentences is a rights basis. The customer inherits the uncertainty and finds out during a dispute.

2. "Licensed content" as a blanket. Acquiring, extracting, embedding, training, mapping and exporting are six different operations. A supplier may be covered for one and exposed on another. Calling the whole thing "licensed" hides that, and a customer's subscription doesn't resolve the chain.

3. Letting a tool quietly turn unknown into permission. My own tooling, AIScrapeSafe, assessed the 24 source URLs in one vendor's AI governance shortlist and returned eleven UNKNOWN verdicts. The temptation is to read UNKNOWN as "nobody said no." It isn't. Missing evidence has to stay missing until someone finds it.

4. Compliance theatre. Overcounted metrics, mappings that imply "compliant," AI-drafted content nobody signed, and paperwork that protects the vendor rather than the people the rule exists for. We found a version of this inside our own numbers in August 2026, when an analytics event overcounted our paid subscriptions 46 times over. We fixed it with a tracked engineering change that made Stripe, our billing system, the single source of truth, and we reported an honest zero.

The framework I chose: stakeholder theory, held by virtue ethics

I considered four frameworks. A duty-based (Kantian) code gives you rules you never break. It fits our "a named person signs" habit, but on its own it says nothing about who the rules serve. A consequentialist code judges by outcomes for the most people. It fits keeping STIGViewer free, but outcome-weighing invites the "no harm done yet" rationalisation. That is the argument I'd have heard for counting the $48,000 of test-environment "revenue" we excluded in August: figures from a preview environment, not from a paying organisation on our live billing system. Neither framework is enough on its own.

Stakeholder theory (Freeman, 1984) is the structure. It says a business is a set of relationships, and the founder's job is to create value for everyone with a legitimate stake, not to trade one group off against another. For us the stakeholders are concrete: the practitioners who use the free site, the organisations that pay for API and MCP access, the partners who carry our content, the publishers whose standards we map, my co-founder and the people we hire next, the government bodies that funded and depend on the work, and the public interest behind every security rule. Each commitment in Section 2 names who it's owed to and which part of the mission it serves. That's how I actually think about a decision: whose stake is on the table, and what did we promise them.

Virtue ethics (Aristotle; Solomon, 1992) is the lens. Stakeholder theory tells me whom to serve; it doesn't tell me what kind of person makes the call at 11 p.m. when the mapping is due and the rights record is blank. Virtue ethics does. It says character is built by practice, and a company's character is the sum of its founder's habits made visible. Our five values each began as an "I believe" statement for exactly that reason. The code below turns those beliefs into habits a stranger could check.

The two fit together because provenance is both a stakeholder duty and a virtue. Showing your work is what we owe the publisher whose standard we processed, the customer who relies on the mapping, and the auditor who has to defend it. It's also simply honesty, practised until it's automatic.

Section 2. The Code of Ethics

Nine commitments. Each one names who it's owed to, the value it grows from, the clause of the mission it serves, and the line I won't cross. I've written them in the first person because a founder's code is personal before it's corporate. "We" means MoxyWolf, including the agents.

COMMITMENT 1

Show the work. Every claim carries its source and its date.

Owed to: practitioners, paying customers, auditors, publishers. **Grows from:** Show your work. **Serves:** "provable."

Every mapping in STIGViewer and OpenControls traces to the publisher that asserted it, with the version they asserted it in. Anything we derived ourselves is labelled as ours and is never averaged into a publisher's weight. The same rule applies outside the product: in a deck, a mentor check-in, a LinkedIn article or a graded assessment, the number comes with where it came from.

The line. We never state a relationship between a rule and a control that no named authority published, unless it is clearly marked as our own composition.

COMMITMENT 2

Earn the right before we process. Unknown is not permission.

Owed to: the authors and publishers of standards, our customers, our partners. **Grows from:** Show your work; Human above the loop. **Serves:** "provable," and the source behind every answer.

No source enters our pipeline without a rights record: the edition, how we acquired it, which operations we performed (acquire, extract, embed, map, display, export), and the grant or legal basis for each. We assess our own corpus with AIScrapeSafe and publish GRCSchema License records for what we sell. Where a publisher restricts an operation, we negotiate, document an exception, or don't do it. The demand I put to the rest of the industry in print applies to me first.

The line. An UNKNOWN or MIXED rights verdict never silently becomes a yes. If the evidence is missing, the content waits.

COMMITMENT 3

Say the gap out loud. We sell proof of absence, not comfort.

Owed to: practitioners, auditors, program managers, the public behind the rule. **Grows from:** Show your work; Measure, then decide. **Serves:** "without guessing."

Where no path exists from a requirement to a checkable artifact, we say so in the product, in plain words. We never tell a customer they are "compliant." Coverage is "addressed," with the evidence attached, and never a readiness verdict. We don't estimate hours, headcount or cost for work we can't see, because an invented estimate becomes someone's budget.

The line. No partner, customer or sales pressure moves a stated gap into a stated pass.

COMMITMENT 4

A named human signs what ships. Agents do the work; a person owns the result.

Owed to: customers, the team, the public, the regulators who read our output. **Grows from:** Human above the loop. **Serves:** "so people and AI agents can do regulated work."

We run ten AI department agents. They research, draft, map and run outreach. Nothing they produce reaches a customer, a buyer, a publisher or the public without a named person reading it and signing it. We call that the Release Owner's Gate. I designed it for MoxyWolf and the Secure Controls Framework adopted it in 2026 as a published control for AI-augmented content. Anything irreversible or outbound needs that signature.

The line. No agent sends, publishes, deletes, or commits us to anything on its own authority.

COMMITMENT 5

Report the honest number, especially when it's zero.

Owed to: my co-founder, investors and partners, my mentor and assessors, future hires. **Grows from:** Measure, then decide; Written, not remembered. **Serves:** "current and provable," applied to ourselves.

Stripe is the source of truth for revenue and subscriptions. Metrics go in before the experiment starts, get read as they are, and end in a written call. When a number flatters us and the source is weak, the number goes, not the source. In August 2026 that meant excluding $48,000 of preview-environment "revenue" and reporting zero on our North Star metric (paying organisations with at least one weekly-active verified user). It still does.

The line. We never report a metric we can't trace to its system of record, and we never quietly change a definition to make a trend look better.

COMMITMENT 6

Keep the front door free.

Owed to: small suppliers, public agencies, individual practitioners, the cyber workforce. **Grows from:** Translation, not conquest; the impact statement (“Open by design”). **Serves:** “open.”

STIGViewer.com stays free. Knowing the rules that protect everyone shouldn’t depend on budget, a consultant or a locked portal. Paid API and MCP access funds the free layer. Compliance cost already decides who can compete for defense work: the Department of Defense’s own estimate puts a CMMC Level 2 certification at nearly $105,000 per three-year cycle for a small entity (DoD CMMC rulemaking cost analysis, Dec 2023). We won’t add to that bill. The measurable outcome is the free site itself: about 37,000 people a month, July to September 2026, paying nothing to read the rules they’re held to.

The line. No pricing decision, partner deal or investor conversation puts the human-readable rules behind a paywall.

COMMITMENT 7

Go through partners, never around them. Same terms for everyone.

Owed to: Strike Graph, DTA Solutions, CSA, resellers, and the customers they serve. **Grows from:** Translation, not conquest. **Serves:** “human-readable, machine-readable, promptable,” delivered where the buyer already works.

Our growth comes through partners who carry our content in their products, under one reseller revenue-share model that is the same for all of them. We don’t approach a partner’s customer directly to cut them out, we don’t offer one partner secret terms we’d hide from another, and we don’t promise exclusivity we can’t keep.

The line. If a deal only works by going around the partner who introduced it, we don’t do the deal.

COMMITMENT 8

Keep our word in writing, pay what we owe, and keep the confidences we signed.

Owed to: vendors and contractors, counterparties under agreement, the team, the government bodies that funded the work. **Grows from:** Written, not remembered; Human above the loop. **Serves:** the whole mission, because a company that breaks its word can't be trusted on provenance either.

Decisions are records anyone can read, including the ones that went against us. When we end a vendor relationship, the final invoice gets paid, even in a cash-constrained quarter. Where an agreement restricts what we can say, including a confidential settlement and the terms of our government funding, we honour the restriction in every deck, pack and assessment, including this one. And when we criticise another company in public, we use only public evidence, state plainly what the evidence doesn't establish, and put our own products under the same scrutiny.

The line. No off-the-record decisions, no withheld payments as leverage, no disclosure a signature forbids, and no accusation we can't cite.

COMMITMENT 9

Treat what people look up as theirs, not ours.

Owed to: every user of the free site, every organisation calling the API, the agencies whose systems those queries describe. **Grows from:** People over paperwork; Human above the loop. **Serves:** "so people and AI agents can do regulated work," safely.

A query to STIGViewer or OpenControls can reveal which systems an organisation runs and which weaknesses it's worried about. We don't sell that, share it with partners, or use it to target anyone. We keep only what the service needs to run and what the customer's own billing requires. Our AI agents see aggregate usage, never a named organisation's query history. If a government body asks for user data, a named human reviews the request with counsel before anything leaves.

The line. No usage data about a named user or organisation leaves MoxyWolf without that customer's consent or a lawful order a person has reviewed.

Section 3. Why these nine, and how they decide things

Why these and not others

I picked commitments that are already load-bearing. Every one of them has decided something at MoxyWolf in the last twelve months, which is the only evidence I trust that a value is real rather than decorative. I also picked them to cover every stakeholder from Section 1 at least twice, so that no group depends on a single commitment holding. And I kept the number under ten because a code you can't recite is a code you won't use. Michael and I can say all nine from memory. A new hire should be able to by the end of week one.

Three of the nine are about provenance (1, 2, 3), because provenance is both our competitive position and our ethic. If we lose it, we are one more vendor saying “trust us.” Two are about truthfulness in numbers and records (5, 8). Three are about who gets served and how (6, 7, 9). One (4) sits over all the rest, because it’s the one that makes an AI-heavy company safe to deal with.

Stakeholder	Commitments that protect them
Practitioners using the free site	1, 3, 6, 9
Paying customers (API and MCP)	1, 2, 3, 4, 9
Partners and resellers	2, 5, 7, 8
Publishers and authors of standards	1, 2, 8
Co-founder, team and future hires	4, 5, 8
Government bodies and the public behind the rules	3, 4, 6, 8, 9
Investors and counterparties under agreement	5, 7, 8

When commitments collide

Two tie-break rules. First, Commitment 4 and the confidentiality half of Commitment 8 override everything else: no speed, revenue or transparency argument gets an agent past the gate or a signed restriction broken. Second, where showing the work (1) runs into a restriction we signed (8), we say that a restriction exists and what kind, rather than staying silent or inventing a number. That is exactly what this document does with our settlement and our government funding. And if keeping the site free (6) ever collides with survival, the answer is to change the paid product or the cost base, not the front door. Pricing the free layer is a decision I’ve taken off the table so I can’t reach for it at 11 p.m.

How the code answers the scenarios we actually face

A code is only useful if someone other than me can make the call from it. Here is the code applied to the situations that come up, with the past decision that shows it isn't theoretical.

Scenario	What the code says	Where we've already lived it
A partner or buyer asks us to say their system is "compliant."	Commitment 3. We say "addressed," attach the evidence, and name the gaps. We offer to help them build the narrative; we don't write the verdict.	Our MCP server refuses readiness verdicts by design and reports absence as a first-class result, not an error.
A source's AI terms are unknown and the mapping is due Friday.	Commitment 2. The mapping waits or ships without that source, marked as a gap under Commitment 3. We log the rights question with an owner.	Eleven UNKNOWN verdicts in the October batch stayed UNKNOWN in the published article, and I said so, including about my own tool's limits.
An agent drafts outreach to a federal buyer at 2 a.m.	Commitment 4. It sits in the queue until a named person reads and signs it. Speed never overrides the gate.	Release Owner's Gate on every outbound email sequence and every published article, including the one cited in this assessment.
A metric looks great but its source is unreliable.	Commitment 5. Fix the source first, then report whatever it says. Carry the honest zero if that's what it is.	August 2026: a tracked engineering fix made Stripe the single source of truth; the 46× overcount and $48K preview revenue were excluded. October 2026: unexplained site traffic left out of this copy until its source is known.
A large customer wants a direct deal that cuts out the reseller who introduced them.	Commitment 7. We route the deal through the partner on the standard revenue share, or we decline.	DTA and Strike Graph both carry OpenControls under the same reseller model; no side terms.
An investor or acquirer suggests paywalling STIGViewer to lift revenue.	Commitment 6. No. The paid layer is API and MCP; the human-readable rules stay free. We model revenue on that constraint, not around it.	Every pricing ladder since Sprint 12 ($1,500 / $2,500 / $3,500 ACV tiers) prices access, never the free site.
We believe a competitor is processing content without rights.	Commitment 8 (and 1). Public evidence only, cite every claim, say what it doesn't prove, and apply the same test to ourselves in the same piece.	"Show Me the Rights" (16 Oct 2026): a named question, an explicit declarations section, and my own tooling's limits stated.
Cash is tight and a vendor we've cut is owed a final invoice.	Commitment 8. Pay it. Then write the decision record.	A development contractor (2026): engagement ended because AI-assisted coding outperformed it, final invoice paid, reasons recorded.

Scenario	What the code says	Where we've already lived it
An inbound buyer's email sat unanswered for 36 hours.	Commitment 5 and 8. Own it in the record by name, set the standard (first response within 4 business hours), and report against it weekly.	Visa inquiry, 13 Aug 2026: logged as my failure in the graded check-in; "time to first response, under 4 business hours" added to the Monday scorecard.
A partner asks for usage data on named agencies so they can target sales.	Commitment 9. No. We can share aggregate, anonymised trends. Nothing that names a user or an organisation leaves without that customer's consent.	Standing rule in the partner model; it's why our partner reporting is built on aggregates.

How the code shapes the bigger decisions

Product. The code is why the product architecture looks the way it does. Publisher-traced and derived mappings are stored as different things because Commitment 1 requires it. Absence is a query result because Commitment 3 requires it. The AIScrapeSafe service (which assesses a source's usage rights) and the GRCSchema License vocabulary (a shared format for recording them) exist because Commitment 2 needed tooling, and once built for us, they became something customers can use on their own suppliers.

Hiring. Our first critical hire, a Growth Lead for OpenControls, is being recruited on these commitments. Ownership, critical thinking and clear writing are the top three traits because Commitments 4, 5 and 8 depend on them. Someone who can't show their work can't work here, however good their numbers look.

Partnerships and capital. Commitment 7 decided the shape of our partner program before any contract was signed: one model, same for everyone. Commitment 6 is a standing constraint on every revenue forecast and every investor conversation. Commitment 8 is why there are figures I won't put in a capstone deck, and why I'll say so rather than pretend they don't exist.

Me. Virtue ethics says you become what you repeatedly do. The code has a cost. It made me publish an honest zero to my mentor, take the Visa delay as my own failure in writing, and put my former company's name in an article that holds my current one to the same test. Those were the right calls. They were also uncomfortable. I expect the next ones to be as well.

How we keep ourselves to it

A code that lives only in a PDF is a brochure. Ours runs through four existing mechanisms. Written decision records capture every material call with the commitment it traces to. The Release Owner's Gate log shows who signed each outbound item. The Monday scorecard carries the honest metrics with their systems of record. And our own corpus goes through AIScrapeSafe on a schedule, with GRCSchema License records published for the content we sell. Michael and I review the code against those four logs each quarter. If a commitment hasn't decided anything in a quarter, we ask whether it's still real.

Section 4. Summary

MoxyWolf sells provenance to an industry that sells accountability and too often skips its own. The vision is a world where any regulated job is answered in one question with the source and the date behind the answer. The mission is to make the rules open, current and provable. The five values began as things I believe and became habits the company can check.

The framework is stakeholder theory held by virtue ethics: name who you owe, then become the kind of founder who pays it without being asked. The code is nine commitments. Show the work. Earn the right before we process. Say the gap out loud. A named human signs what ships. Report the honest number. Keep the front door free. Go through partners, never around them. Keep our word in writing, pay what we owe, keep the confidences we signed. Treat what people look up as theirs.

Most of them have already decided something real: an honest zero, a paid final invoice, a free site that about 37,000 people a month read for nothing, a gate no agent can pass alone, and an article that asks my own industry, and my own company, to show what gives us the right. That's the test I'll keep applying. If a stranger can't trace our claim to its source and its date, we haven't finished the work.

> "Show me what gives you the right to do this with that content." That is the question I now ask every supplier, and it's the question this code makes sure MoxyWolf can always answer.

REVISION NOTE · V1.1, 21 OCTOBER 2026

The version submitted for Sprint 26 (v1, 20 Oct) said more than 100,000 people from 167 countries and territories used the free site in the thirty days to 14 October. That window falls inside October traffic we haven't verified: a 75% bounce rate and 1.3 pages a visit, against 25% and 3.3 in September. This copy uses the July to September figure instead, in the three places it appeared. Nothing else has changed. It's Commitment 5, applied to this document.

Sources

Cougias, D.J. (2026). *Show Me the Rights: The Content Accountability GRC Vendors Owe Their Customers.* LinkedIn, 16 October 2026.

Cougias, D.J. (2026). *Machine-Readable Permissions: An Auditable Decision Record for Web Data Use.* doi:10.13140/RG.2.2.33038.32329.

Cougias, D.J. (2026). *From Licenses to Signals: Text and Data Mining Rights, Opt-Out Protocols, and Compliance Automation for Machine Learning.* doi:10.13140/RG.2.2.29682.88003.

Freeman, R.E. (1984). *Strategic Management: A Stakeholder Approach.* Pitman.

Aristotle. *Nicomachean Ethics*, Books I–II (on virtue as habit).

Solomon, R.C. (1992). *Ethics and Excellence: Cooperation and Integrity in Business.* Oxford University Press.

U.S. Copyright Office (2025). *Copyright and Artificial Intelligence, Part 3: Generative AI Training* (pre-publication version).

Secure Controls Framework (2026). Release 2026.2, AAT-33 "Release Owner Gate (ROG) for AI-Augmented Content."

ISO. *Copyright.* https://www.iso.org/copyright.html (checked 16 October 2026).

U.S. Department of Defense (2023). CMMC program proposed rule, regulatory cost analysis, as reported in DefenseScoop, “CMMC implementation cost estimates,” 28 December 2023.

PostHog (2026). STIGViewer.com unique visitors, July to September 2026, test accounts excluded. Read 21 October 2026.

MoxyWolf internal records: Sprint 24 Organizational Blueprint (vision, mission, values, impact statement); Founder Operating System (Aug 2026); decision records; Weekly Check-In of 14 August 2026.