

Consulting Terms & Conditions

Effective for all past, current, and future Services. Last updated: October 1, 2025

These Terms and Conditions ("Terms") govern all consulting and technical services ("Services") provided by **Frank Baris / Clyde Development Corp.** ("Consultant") to any client ("Client").

By requesting, authorizing, or accepting any Services from Consultant, whether or not an invoice has been issued, or by submitting payment for any invoice, Client acknowledges and agrees to these Terms.

These Terms apply to all Services performed by Consultant **at any time**, including work completed prior to the date of this document.

1. Services

Services are provided on an ongoing, as-needed or as-requested basis and may include any IT-related tasks, troubleshooting, maintenance, or advisory work that fall within the general scope of Consultant's role as the Client's IT consultant or technology support provider. Such Services may be performed without specific or formal approval where reasonably implied by the Client's ongoing needs or prior course of dealing.

2. Payment & Billing

Invoices are due upon receipt, with a ten (10) business day grace period. Late payments may incur a 2% monthly finance charge on outstanding balances. All reimbursable expenses must be pre-approved by the Client.

3. Ownership of Work

All intellectual property, code, documentation, or other materials created or provided by Consultant remain the exclusive property of Consultant at all times. Client is granted a limited, non-exclusive, non-transferable license to use such materials solely for its internal business purposes. Client acquires no ownership rights in any deliverables or underlying intellectual property.

4. No Warranty / As-Is

All Services and deliverables are provided "as is" and without any warranty or guarantee of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Client acknowledges that Consultant makes no representations or promises regarding any specific results, performance, or outcomes. Client assumes all risks associated with the use, implementation, or reliance upon any deliverables or advice provided.

5. Limitation of Liability

Consultant shall not be liable for any incidental, consequential, indirect, punitive, or special damages of any kind — including, without limitation, loss of profits, data, revenue, or business — arising from or relating to the Services, these Terms, or their performance or nonperformance. This limitation applies in all circumstances, survives completion of the Services, and remains in effect indefinitely.

6. Indemnification

Client agrees to indemnify, defend, and hold harmless Consultant and its affiliates, officers, and agents from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or related to the Services or the Client's use of any deliverables. This obligation is perpetual and survives the termination or completion of any engagement.

7. Confidentiality

Consultant agrees to protect and not disclose Client's confidential or proprietary information, except as required to perform the Services or as required by law. This obligation survives the termination of any engagement.

8. Termination

Either party may terminate Services with written notice. Client remains responsible for payment of all work performed and approved expenses through the termination date.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado, and any disputes shall be resolved in Boulder County, Colorado.

10. Severability

If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

These Terms supersede any prior oral or written understandings or agreements regarding the Services.