

© 2025 Carpathian, LLC
TERMS AND CONDITIONS - REV: 2025.1.0.0

Definitions:

For purposes of this Agreement, the terms “Client,” “Customer,” and “Signee” shall each refer to the individual, business entity, or organization entering into this Agreement and receiving services pursuant to its terms.

The terms “Owner,” “Manager,” “Operator,” “Provider,” and “Carpathian,” shall each refer to the service provider and the party responsible for performing the services under this Agreement.

All such terms shall be interpreted as inclusive of any successors, assigns, officers, directors, agents, and representatives, as applicable, unless otherwise expressly stated herein.

Terms And Conditions Of Contract:

1) PRIVACY POLICY:

1.1 Carpathian is committed to protecting the privacy and personal information of its customers. Carpathian collects customer information, including but not limited to names, email addresses, phone numbers, physical addresses, and payment information (collectively, "Personal Information"), solely for the purposes of providing services, completing transactions, improving customer experiences, and fulfilling sales.

1.2 Under no circumstances will Carpathian sell, rent, lease, or otherwise disclose any Personal Information to third parties for commercial gain or financial profit.

1.3 Carpathian may, from time to time, send promotional communications or marketing materials to customers. Such communications will be sent only to individuals who have expressly consented to receive them, including but not limited to through completion of a subscription form, opting into notifications, or requesting information about special events. Customers may withdraw consent at any time by notifying Carpathian in writing.

1.4 Carpathian will not release or disclose any customer’s Personal Information to any third party, including family members, friends, or other customers, without the customer’s prior express written consent. Carpathian reserves the right to disclose Personal Information only as required by applicable law, regulation, subpoena, or legal process.

1.5 Privacy is recognized as a fundamental human right, and Carpathian will take all reasonable administrative, technical, and physical safeguards to protect customer Personal Information against unauthorized access, disclosure, alteration, and destruction.

2) BUSINESS PRACTICES:

2.1 Carpathian conducts business in a manner that prioritizes transparency, integrity, and the protection of its operations and reputation. Carpathian makes no representations of affiliation, endorsement, sponsorship, or partnership with any third-party brands, trademarks, products, or services that may appear within client content, marketing materials, websites, or promotional media, unless such affiliation is expressly stated in writing by Carpathian.

2.2 Carpathian reserves the unrestricted right, in its sole discretion, to decline, suspend, or terminate services to any individual, business, or organization for any reason, without obligation to provide justification.

2.3 Carpathian also reserves the right to modify, amend, or update its terms, conditions, policies, pricing, or service offerings at any time without prior notice. It is the responsibility of all Clients to review the most current version of Carpathian's terms and conditions, available at <https://carpathian.ai/software/contract-terms>. Continued use of Carpathian's services constitutes acceptance of any changes or modifications to such terms.

2.4 Carpathian shall not be liable for any damages, claims, or losses arising out of changes in business practices, refusals of service, or modifications to contractual terms. Carpathian expressly disclaims any obligation to update Clients individually regarding changes to business practices or contractual terms.

3) PAYMENT TERMS AND SERVICE CONDITIONS:

3.1 Carpathian expects all Clients to remit payment of all invoiced amounts in full and in a timely manner. All payments must be made in accordance with the payment schedule and due dates specified in the governing Agreement or Contract.

3.2 If any payment is not received within three (3) calendar days after the specified due date, Carpathian reserves the absolute right, without notice, to immediately suspend all services, including access to any deliverables, without liability to the Client. Services shall not resume until all outstanding balances, including any applicable late fees or penalties, are paid in full.

3.3 Carpathian shall not commence the performance of any services—excluding the issuance of quotes—until the Agreement or Contract has been duly signed by the Client and a valid date of execution has been recorded. At Carpathian's sole discretion, a non-refundable deposit may be required prior to the commencement of services.

3.4 Failure by the Client to remit a required deposit in full may result in a delay or denial of services. In the event that a deposit is paid but the Client subsequently cancels, declines, or otherwise terminates services after work has commenced, the deposit shall be forfeited in its entirety and shall not be refunded under any circumstances unless otherwise required by applicable law.

3.5 If the Client ceases payment obligations, breaches the Agreement, or unilaterally terminates the Agreement after the deposit has been paid and services have either partially commenced or are completed, Carpathian shall retain the deposit in full, shall have no obligation to deliver any

work product or services, and expressly reserves the right to pursue legal action for any remaining unpaid balances, damages, fees, costs, and associated remedies available under law.

3.6 Until full and final payment is received for all amounts owed, Carpathian retains all right, title, and interest, including intellectual property rights, in and to all deliverable assets, including but not limited to marketing materials, branding, artwork, wireframes, software products, source code, compiled applications, documentation, designs, and any associated materials ("Work Product").

3.7 No Work Product, license rights, or usage rights shall transfer to the Client unless and until all amounts due to Carpathian have been fully paid. Carpathian retains the unrestricted right to reuse, resell, modify, license, or repurpose any withheld Work Product at its sole discretion.

3.8 In the event of any Client failure to remit timely payment, breach of this Agreement, or unilateral termination of the Agreement prior to full and final payment, any transfer of ownership or license of the Work Product to the Client shall be deemed **null and void**. Carpathian shall retain full ownership rights without obligation to deliver or license any incomplete or completed Work Product. No implied license or right of usage shall exist in favor of the Client under such circumstances.

3.9 Carpathian shall endeavor to complete all deliverables within the estimated timelines provided; however, all timelines, schedules, and delivery dates are estimates only and are not guaranteed. Carpathian shall not be liable for delays caused by, including but not limited to, changes in project scope, client-requested revisions, lack of client communication, unforeseen technical issues, or force majeure events.

3.10 If during the course of the project, the scope of work materially changes, or if unforeseen requirements, technical barriers, or complexity arise, Carpathian reserves the right to revise the project estimate and require additional payment or a revised Agreement prior to proceeding further. The Client's refusal to approve or pay for such revised estimates may be treated as a termination by the Client, and Carpathian shall have the right to cease work and retain any deposits or partial payments received.

3.11 Carpathian further reserves the right to prioritize work schedules, adjust resource allocations, and modify project delivery sequences based on internal capacity, Client responsiveness, and operational considerations, without liability for incidental or consequential damages arising from any such adjustments.

4) SERVICES RENDERED:

4.1 Carpathian agrees to provide the services described in the governing Agreement to the Client in accordance with the project scope and specifications mutually agreed upon. Carpathian shall retain all right, title, and interest in and to all deliverables, work product, and assets until full and final payment has been received. No deliverables or usage rights shall transfer to the Client until such payment has been completed.

4.2 If the Client is dissatisfied with the services rendered, the Client may submit a written request for an appeal. Carpathian, at its sole discretion, may elect to either (i) offer a partial refund, or (ii) reperform the services at a reduced fee, exclusive of any costs, third-party expenses, or non-refundable charges already incurred. Carpathian is under no obligation to provide refunds or redo services except as voluntarily determined at Carpathian's discretion.

4.3 If the Client initially specifies the requirements for the service or deliverable—whether verbally, in writing, or through any other form of instruction—and Carpathian fulfills the services in accordance with such specifications, and the Client later seeks to modify, change, or expand the project scope, **additional fees** shall be required to accommodate the new scope of work. No refunds or credits shall be issued for completed work rendered according to the original instructions, regardless of subsequent Client preference changes.

4.4 In the event that the Client initiates legal action, claims damages, or otherwise pursues a settlement against Carpathian relating to services rendered under this Agreement, any settlement amount, judgment, or refunded payment shall be **strictly limited to no more than fifty percent (50%) of the original quoted project price, excluding** all third-party costs, pass-through expenses, and out-of-pocket expenditures incurred by Carpathian. Under no circumstances shall Carpathian be liable for indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business opportunity, or reputational harm, arising from or related to this Agreement.

5) PAYMENT:

5.1 Carpathian will make commercially reasonable efforts to adhere to the originally quoted project cost; however, the Client acknowledges and agrees that, due to the inherent complexities of software development and related services, additional expenses, technical requirements, or unforeseen project scope changes may arise. In such cases, the Client agrees to negotiate and execute a written revision or addendum to the original Agreement reflecting the updated costs. Carpathian shall have no obligation to continue services until such revised terms are mutually agreed upon and signed.

5.2 Any deposit paid by the Client shall be strictly non-refundable under any circumstances, including but not limited to Client cancellation, Client termination of the Agreement, breach of contract by the Client, or any failure by the Client to fulfill its obligations. The deposit secures Carpathian's time, resource allocation, and opportunity cost and shall be fully retained by Carpathian as liquidated damages.

5.3 All remaining balances must be paid in full upon the earlier of (i) the conclusion of services rendered, or (ii) the contractual conclusion date, whichever occurs first. The Client agrees that once services have been concluded, payment of the full outstanding balance shall become immediately due and payable, regardless of whether the originally scheduled conclusion date has passed. Carpathian shall not be obligated to deliver any final Work Product, source code, designs, or deliverables until full payment has been received.

5.4 If Carpathian, in its sole discretion, elects to extend the timeline for the project's delivery or completion, then the final payment due date shall also be adjusted to align with the newly extended project completion date.

5.5 For Clients under retainer agreements, the Client must remit payment on or before the payment due date specified in the Agreement (whether monthly, quarterly, or annually). Any late payment shall incur a penalty equal to the greater of five hundred dollars (\$500.00 USD) or twenty percent (20%) of the applicable retainer cost for the current billing period. Carpathian reserves the right to immediately suspend all retainer services until all outstanding balances, including penalties, are paid in full.

6) WAIVER:

In the event that any individual under the age of eighteen (18) years ("Minor") appears in any photographs, video recordings, or other media (collectively, "Media") related to or arising from the services performed under this Agreement, the signee shall be solely responsible for obtaining and retaining valid, legally enforceable written consent from the Minor's parent or legal guardian prior to the Minor's participation. The Company shall bear no responsibility or liability whatsoever for the failure to obtain such consent. If the signee fails to secure the necessary consents, the signee expressly assumes all risk, responsibility, and liability arising from or related to the inclusion of Minors in the Media. The signee agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the signee's failure to obtain the required consents.

7) AMENDMENTS AND MODIFICATIONS:

7.1 Each Agreement shall be assigned a unique revision number and date, displayed prominently on the cover page or heading (e.g., "REV: 2025.1.0.0").

7.2 The terms and conditions governing the Client's services shall be those contained within the specific Agreement version signed and executed by both parties at the time of contract execution.

7.3 Subsequent revisions, updates, or new editions of Carpathian's terms and conditions shall not automatically amend, alter, or replace the terms of an already-executed Agreement. Any update that materially affects the rights or obligations of the parties must be implemented by execution of a new Agreement referencing the updated revision number.

7.4 Substantial changes to this Agreement, including but not limited to modifications of pricing, payment terms, intellectual property rights, or liability provisions, shall require the execution of a written Addendum or Amendment referencing the original Agreement and its revision number.

Such Addendum or Amendment shall become binding and enforceable upon being signed by both the Client and an authorized representative of Carpathian. The original Agreement shall remain in full force and effect except as specifically modified by the executed Addendum or Amendment.

All Addenda and Amendments shall be deemed incorporated into the Agreement by reference.

8) INTELLECTUAL PROPERTY RIGHTS:

8.1 All materials, deliverables, software code (including source code, object code, scripts, and compiled applications), documentation, designs, artwork, animations, illustrations, and other content (collectively, "Work Product") created, developed, or delivered by Carpathian under this Agreement shall be deemed original content and the sole and exclusive intellectual property of Carpathian.

8.2 Upon full and final payment of all fees due under this Agreement, Carpathian grants to the Client a non-exclusive, non-transferable, worldwide, irrevocable license to use, display, execute, and distribute the Work Product for the Client's internal business operations or for any lawful commercial or private purpose, as applicable. Title and ownership of the Work Product, including all intellectual property rights therein, shall remain exclusively with Carpathian unless otherwise expressly agreed to in a separate, duly executed written agreement.

8.3 The Client shall not sell, sublicense, transfer, modify, create derivative works from, reverse engineer, decompile, or otherwise attempt to discover the source code of any Work Product without the prior written consent of Carpathian. Any request for full transfer of ownership, including rights to modify, distribute, or create derivative works without restriction, shall require a separate written agreement and may be subject to additional fees at Carpathian's discretion.

8.4 In cases where the Work Product includes third-party materials, software libraries, frameworks, open-source components, or other non-original content, Carpathian shall ensure that such components are properly licensed for the Client's intended use. Such third-party materials shall remain governed by their respective licenses and terms of use, and Carpathian makes no representations or warranties beyond the scope of those third-party licenses. All rights not expressly granted herein are reserved by Carpathian.

9) GOVERNING LAW:

This Agreement shall be governed by and construed under the laws of the State of Iowa, without regard to conflict of law principles.

10) SERVICE DETAILS:

Services Being Rendered:_____.

Project Start Date:_____.

Estimated End Date:_____.

Estimated Budget:_____.

Deposit Amount:_____.

Payment Schedule:_____.

Client Name/Business:_____.

The signature(s) below state that the signee has read the attached Carpathian, LLC terms and conditions and is in full agreement.

Name/Date:_____.

Carpathian Rep:_____.

Media Content Authorization & Release Form:

I _____ hereby authorize and grant permission to _____, the rights to my name, image, in video or photo, and the likeness and sound of my voice as recorded by audio or video. I am aware that my image may be edited, copied, exhibited, published, or distributed and I waive the rights to approve the finished product wherein my image or recording appears. I waive any right to royalties or compensations arising to the use of my image or recording. I also understand the material may be used across diverse social networks and websites on the internet. There are no time limits on the validity of this release nor any geographic limitations on where these materials may be distributed. By signing, I acknowledge I have read, agree, and fully understand the release and agree to be bound to it thereby. I waive any legal claims or to pursue any legal action of any person, organization, entity using these materials and I also acknowledge that the holder of this form may “release” these materials to additional person(s), companies, organizations, or entities, without notifying me.

Name: _____

Address: _____ City: _____ State: _____

Zip: _____

Phone: _____ Email: _____

Signature of Authorization: _____ Date: _____

If the signee of this document is under 18 years of age, a legal guardian or parent must sign.

Parent/Guardian: _____ Date: _____

Intellectual Property Transfer Authorization & Release Form

I, _____ ("Client"), hereby request and authorize Carpathian to transfer to me all right, title, and interest in and to the specific work product created under the terms of our Agreement, including but not limited to software code, applications, artwork, animations, illustrations, designs, written materials, and any related deliverables ("Work Product").

I acknowledge and agree that ownership of the Work Product shall transfer to me **only upon full and final payment** of all fees and amounts owed under the governing Agreement between myself and the Provider. Until such time, all intellectual property rights, title, and ownership shall remain the sole and exclusive property of the Provider.

Upon full and final payment, the Provider agrees to assign and transfer to me all intellectual property rights in the Work Product, including all copyrights, rights to derivative works, and any other proprietary interests, unless otherwise expressly stated in writing.

By signing this Authorization, I acknowledge that I have read, understood, and agreed to the full terms of this transfer. I waive any right to claim ownership of the Work Product prior to full payment. I also release and hold harmless the Provider from any future claims, demands, damages, or liabilities relating to the use, distribution, or modification of the Work Product once ownership has been transferred pursuant to the terms herein.

I understand that any third-party components or materials incorporated into the Work Product are governed by their respective licenses, and only the rights permitted under such licenses are transferred.

There are no time or geographic limitations on the validity of this transfer once completed.

By signing below, I accept the terms stated above and agree to be legally bound thereby.

Client Information

Name: _____

Address: _____ City: _____ State: _____

Zip Code: _____
Phone: _____ Email: _____

Signature of Client: _____ Date: _____

Provider Information

Authorized Provider Representative: _____

Title: _____

Signature of Provider: _____ Date: _____

If the Client is under 18 years of age, a legal guardian must sign below.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date:

Addendum to Agreement

This Addendum ("Addendum") is made effective as of _____ (date), and amends the original Agreement ("Agreement") executed between:

- **Carpathian, LLC** ("Service Provider")
and
- _____ ("Client")

with original Agreement reference:

Agreement Title: _____

Revision Number: _____

Original Execution Date: _____

1. Purpose of Addendum

This Addendum modifies and supplements the original Agreement referenced above. Except as expressly modified by this Addendum, all terms, conditions, obligations, and provisions of the original Agreement shall remain in full force and effect.

2. Modifications

The following sections of the Agreement are hereby modified as follows:

- **Section ____ – _____:**

- **Section ____ – _____:**

3. Incorporation

This Addendum shall be deemed incorporated into the original Agreement by reference. In the event of a conflict between the terms of this Addendum and the original Agreement, the terms of this Addendum shall govern and control.

4. Signatures

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Carpathian, LLC

By: _____
Name: _____
Title: _____
Date: _____

Client

By: _____
Name: _____
Title (if applicable): _____
Date: _____