Apteryx Labs
Client Contract

Apteryx Labs (henceforth *Apteryx*) is the business entity encapsulating all tutoring- and consulting-related work previously provided, freelance or otherwise, by Matthew Billman. All business of a tutoring or consulting nature will henceforth be conducted under the name Apteryx Labs.

To engage (or continue to engage) Apteryx in Consulting or Tutoring services (henceforth *Project*), the undersigned (henceforth *Client*) must read and agree to the following terms. For previously existing clients, this document serves to codify and standardize general business practices and terms going forward - it supersedes any prior agreement.

Services
Apteryx provides consulting and tutoring services in the fields of data science, artificial intelligence, deep learning, and bioinformatics. This includes in-person/remote real-time consultation, independent production of free-standing programs/platforms (typically implemented in Python), curriculum design, model deployment, and so on. Apteryx creates a jointly-controlled Google Drive file system and GitHub repository for all clients, and optionally (at Client's discretion) may create an Amazon Web Services (AWS) account for high-performance cloud computing and deployment. All engagements resulting in billable hours will be recorded and provided to Client free of charge via the associated Google Drive.

Rates (per hour)
Real-Time:[1]
- In-Person: $100
- Remote: $85

Freeform:[2] $50
NOTE: 1 hour of freeform work is provided free-of-charge between scheduled Real-Time sessions.

Flat rates for one-off projects open to negotiation; note the agreed upon amount here:

$_____

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[1] "Real-Time": consulting or tutoring conducted in-person, or through an online platform (e.g. Skype or Zoom).

[2] "Freeform": work performed outside of real-time consulting. This includes preparatory work for tutoring sessions (i.e. lesson planning).

All bills may be submitted through Zelle, Venmo, PayPal, or any other leading digital payments platform - Client may elect which they prefer.

Cloud Computing
If circumstances allow, Client may elect to have Apteryx set up an Amazon Web Services (AWS) account for the purpose of high-performance computing, storage of large datasets, application hosting, and so on. If Client elects this service, all relevant expenses generated by the AWS account associated with the Project will be passed on to Client.

Payment:
Payment on a bill must be made within 48 hours following the conclusion of services rendered (e.g., at the end of a session). Earlier is always preferred. **Please note:** No further sessions or additional work may commence until all due bills are paid in full. Late payments (>48 hours) will be subject to a 15% onetime interest (late fee). Extremely late payments (>1 week) are cause for the termination of this contract.

Scheduling:
All sessions will be scheduled on Google Calendar relative to Eastern US Time.

No-Show Policy:
All late arrivals (>15 minutes beyond scheduled start time) to Real-Time sessions are considered late, and subject to our No-Show Policy: Late sessions are automatically cancelled, and Client is billed 50% of the scheduled session length (100% if session is in-person).

Licensing*:*
Unless Apteryx and Client independently agree on some alternative licensing for the Project, any and all materials generated over the course of the Project (henceforth *project materials*) - including but not limited to programs, applications, models, non-proprietary data, and recorded session tapes - fall under the Creative Commons License. This enables both Client and Apteryx to use project materials for their own purposes, including but not limited to portfolio design, marketing, further application development, and profit.

Hours of Business:
All employees of Apteryx may be contacted Monday-Friday, 8am to 7pm, Eastern US Time (unless otherwise noted). Client may contact Apteryx outside of these hours, but no response is obligated until the following within-hours time period.

Work Provided As-Is
Applications and programs designed by Apteryx are guaranteed to solve the problem concerned *only exactly* as it is phrased or presented. All project materials are provided

'as-is,' and Apteryx is not liable for their misuse outside the scope of this contract. While Apteryx endeavors to provide the optimal solution to every problem, we cannot anticipate circumstances not accounted for in a problem's description.

TUTORING-SPECIFIC DISCLAIMER

Honor Code

Clients engaging Apteryx for tutoring services must abide by the relevant Honor Code(s) of their own institution while engaging with Apteryx. Apteryx will, on their part, abide by the <u>Honor Code as formulated by Stanford University</u>[3]. In particular, plagiarism will not be tolerated and is grounds for the termination of this contract, a permanent blacklisting of Client from all future contracts with Apteryx, and reporting of Client to their institution for discipline. In an effort to deter plagiarism, all tutoring projects will be hosted on *public* GitHub repositories, and all project materials will be branded with an Apteryx copyright.

This document supersedes all prior agreements between Apteryx and Client, and any pre-existing agreements between Client and Matthew Billman.

This document is subject to modification. If changes are made, they must be communicated to Client before coming into effect.

Continuing to work with Apteryx Labs following the receipt of this document constitutes acceptance of above rules and regulations.

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[3] https://web.stanford.edu/class/archive/cs/cs106b/cs106b.1164//handouts/honor-code.pdf