

Cycloid Fathom Technical Publishing (CFTP) Terms of Service

1. SERVICES

1.1 The scope of the services to be provided to the Client by Cycloid Fathom Technical Publishing (hereinafter referred to as CFTP) will be agreed in writing between them. Client agreement will be evidenced by formal acceptance of the full terms communicated to Client in a CFTP quotation document.

1.2 If the Client requires additional services or a change to the agreed services, CFTP will be entitled to an adjustment of fees. An estimate of additional fees will be provided to the Client prior to execution of additional services.

2. START / DURATION OF SERVICES

2.1 If the start date for services is not agreed in advance, they will be treated as having started on the date CFTP begins work on the services.

2.2 Services will continue until completed, unless the engagement is terminated early in accordance with these Terms of Business.

3. FEES AND EXPENSES

3.1 The fees payable for services will be agreed in writing through the original accepted quotation and fee adjustment documentation, if any. Unless otherwise specified, fees will be payable according to a fee schedule incorporated in CFTP's invoices.

3.2 Expenses incurred by CFTP that are directly associated with services to the Client and that were not anticipated in original estimates will be recoverable. Appropriate amounts will be added to CFTP's invoices. Bank and service fees assessed against wire transfers and other financial services are the Client's responsibility.

3.3 Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

3.4 CFTP will be entitled to 7% per annum interest on accounts overdue more than 60 days.

4. INFORMATION & APPROVAL

4.1 The Client will ensure that CFTP is provided, and can rely on, all information needed to perform the contracted services.

4.2 The Client will make decisions and provide approvals in a timely manner and provide reasonable additional assistance which CFTP may request.

5. STANDARD OF CARE

5.1 CFTP will exercise reasonable skill, care and diligence in the performance of the services and will engage only those subcontractors that have demonstrated similar professional standards.

5.2 CFTP will endeavor to adhere to the terms agreed with the Client, but will be held harmless for any delays attributable to the Client or otherwise beyond CFTP's control.

6. INTELLECTUAL PROPERTY

6.1 Copyright in specific project content prepared by CFTP will remain the property of the original copyright owners, if any, from whom appropriate permissions are obtained. Specific content derived from public sources or from a creative commons license will maintain its open status. Subject to the Client paying all fees and expenses due, the Client holds a fee-for-service right to copyright the project as a whole, in so far as it is comprised of original content and elements of design. Products of CFTP work not covered by the above remain the property of CFTP.

7. PERSONNEL

7.1 CFTP will directly engage all necessary talent required to support contracted services to the Client. If the Client designates individuals whose knowledge and/or expertise are required to support the contracted services, the Client remains fully responsible for the performance of those individuals and indemnifies CFTP against any negative effects such third-party participation has on the provision of contracted services or on CFTP.

8. LIABILITY & INSURANCE

8.1 CFTP will take appropriate steps to remedy any defect in the services for which it is responsible and which is notified to it by the Client in a timely manner.

8.2 CFTP will have no liability to the Client, whether in contract or in tort, once the product of the provided services is approved by the Client and in any event, shall have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits. CFTP liability for failure to deliver contracted services shall be limited to fees received.

9. TERMINATION

9.1 CFTP may terminate the agreement at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 30 days. Failure to pay fees and expenses constitutes a material breach.

9.2 The Client may terminate the agreement by notice to CFTP if CFTP commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 30 days of notice requiring it to do so from the Client.

9.3 Upon termination, the Client will pay CFTP all fees and expenses due up to the termination date or alternatively, a pro rata amount based on the portion of contracted services delivered.

9.4 Termination will not prejudice the accrued rights and liabilities of the parties.

10. ASSIGNMENT & SUBCONTRACTING

Neither party will assign or subcontract its obligations respecting the contracted services as a whole without the consent of the other. The Client will not unreasonably withhold its consent. CFTP retains the option to subcontract performance of specific chores without consultation. CFTP will not be relieved of its liabilities to the Client in the event of any subcontracting.

11. LAW & JURISDICTION

11.1 The agreement between the parties is governed by laws of the State of Illinois and United States Civil Code.

11.2 Any disputes which cannot be resolved amicably will be resolved by the courts of the State of Illinois. Liability for court costs and attorney's fees will be determined by the court of jurisdiction.

11.3 Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.