DESIGNNODE | PROFESSIONAL SERVICES AGREEMENT (T&C)

Nature of Service & Engagement Tiers

DesignNode operates under a recurring monthly subscription model. The scope of service is strictly defined by the Tier selected by the Client at checkout:

1. Senior Node (Technical Velocity): Focused on execution. Includes autonomous feature execution, rapid production cycles (48h avg), and real-time workflow transparency. Excludes high-level strategic roadmap planning.

2. Principal Node (Strategic Leadership): A partnership bridging logic and design. Includes Weekly Strategy Sessions, Operational Roadmap Planning, UX Audits, Scalable Architecture Design, and Advanced Motion-Interaction Prototypes.

We operate as an Autonomous Strategic Entity, strictly retaining full control over the means, methods, and proprietary toolchains employed to execute the Mandate.

Definition of "Unlimited Backlog Queueing" & "Throughput"

Unlimited Input (The Backlog): The term "Unlimited Requests" applies strictly to the Input Stream. The Client may add an unlimited number of items to the Backlog queue without restriction.

Serial Output (The Focus Protocol): Production is strictly serial. We process one (1) Active Task (Atomic Execution Unit) at a time per active subscription. By focusing 100% of cognitive resources on a single objective, we ensure structural integrity and faster turnaround times.

The Atomization Authority: The Client sets the Objective; DesignNode dictates the Logistics. DesignNode retains the Executive Authority to decompose complex features into smaller, shippable Atomic Execution Units to maintain a standard 48-hour cycle velocity.

The Auto-Continuation Clause: To prevent production bottlenecks, if DesignNode does not receive feedback or approval within **24 hours** of a delivery, the task is automatically marked as "Pending Review," and the team will immediately pull the next item from the

Backlog to preserve momentum.

Intellectual Property (IP) & AI Usage

- **Segregation of Rights:** Client retains absolute title over **Final Artifacts**. DesignNode retains perpetual title over the **Generative Methodology & Toolchains** used to produce them.
- **Privacy & AI Usage:**
  - *Exploration:* The Client acknowledges that DesignNode uses Artificial Intelligence tools to accelerate exploration and ideation. **Human-in-the-Loop Protocol**, while AI accelerates generation, final architectural validation is strictly manual, executed by our experts to ensure structural integrity.
  - *Data Privacy:* For the analysis of sensitive or strategic information, DesignNode utilizes **Local Large Language Models (Local LLMs)** and isolated environments, ensuring that the Client's proprietary data and trade secrets are never used to train public models nor exposed to third parties.

Pause Policy & Service Credits

The Mechanism: The Client may pause their subscription at any time to align DesignNode's capacity with their production needs. The billing cycle stops immediately, and the remaining days of the current cycle are banked as "Service Credit" for future use.

Expiration (Liability Cap): To prevent indefinitely accumulated liabilities, Service Credits are valid for **60 continuous days** from the date of pausing. If the account is not reactivated within this period, the credit expires and is forfeited.

Fair Use Protocol: The Monthly Retainer is a flat fee that accounts for standard non-working days (weekends/holidays). Therefore, the Pause mechanism is strictly intended for legitimate production gaps (e.g., waiting for development), not for micro-optimizing weekends. DesignNode reserves the right to review accounts that exhibit abusive pausing patterns.

Financial Protocols & Retainer Logic

- **Capacity Reservation (The Retainer):** The Monthly Fee acts as a "Capacity Reservation Payment." It secures a dedicated production slot (Node) in our queue

for the upcoming 30-day cycle.

- **Strict Pre-payment:** To guarantee resource allocation, all invoices must be settled prior to the start of the service period. DesignNode does not commence work on credit.
- **Opportunity Cost & Refunds:** Because reserving a Node prevents DesignNode from engaging other potential partners, payments are non-refundable once the cycle begins. The "Pause Mechanism" is the sole method provided to align cost with production needs.
- **Standard Banking Rails:** To ensure seamless integration with corporate Accounts Payable departments, DesignNode accepts exclusively.
    - Domestic Wire Transfers / ACH.
    - International SWIFT Transfers.
    - Major Credit Cards (subject to processing surcharge).
- **Late Settlement (Operational Suspension):** If payment is not cleared by day 5 of the renewal cycle, operations are automatically suspended to preserve production integrity. The slot may be released to the waitlist if settlement is delayed beyond 7 days.

The Efficiency Protocol

The "Deep Work" Standard. To maintain Industrial-Grade output, we eliminate the friction of disruptive, unstructured "syncs." We prioritize high-bandwidth asynchronous exchanges over calendar-dependent meetings.

- **Video Walkthroughs & The Audit Trail:** Instead of static emails, deliverables are accompanied by "Video Walkthroughs" (Loom). This ensures:
    - Velocity: Decisions are reviewed without scheduling conflicts.
    - Audit Trail: Every decision is recorded, creating a searchable history of the product's logic.
- **The Production Board (Single Source of Truth):** (All operational feedback must be centralized on the designated 'Production Board'. To ensure Industrial-Grade synchronization, we strictly support the following platforms for management and documentation: **Linear, Trello, Notion, or GitHub Projects**. Directives sent via fragmented channels (WhatsApp, Slack DMs, SMS) are considered non-binding noise and will not be executed until logged in the official Board.
- **Strategic Sessions vs. Updates:** Real-time video calls are reserved strictly for the "Strategy Sessions" defined in your Tier (Kickoff, Weekly/Bi-Weekly Strategy). Daily status updates are strictly asynchronous to protect Momentum.