STANDARD TERMS OF ENGAGEMENT

Atomiq Standard Terms of Engagement.

VERSION 1.0 EFFECTIVE 1 August 2026 GOVERNING LAW California

These Terms govern every engagement between Atomiq and a client. They take effect when a client signs a proposal or statement of work that references them. The version of these Terms in effect on the date the proposal is signed governs that engagement for its full duration, including any later change to these Terms.

"Atomiq" means Matthew Paulus, an individual doing business as Atomiq, together with any entity formed or controlled by Matthew Paulus to which an engagement is assigned under Section 14.3. "Client" means the company named in the signed proposal. Each is a "Party."

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1 These Terms and the proposal

1.1 The signed proposal or statement of work ("Proposal") and these Terms together form the entire agreement between the Parties for the engagement described in the Proposal.

1.2 The Proposal sets the scope, deliverables, timeline, fees, and any client-specific terms. These Terms set everything else.

1.3 If the Proposal conflicts with these Terms, the Proposal controls, but only for that engagement and only where it expressly overrides a specific section of these Terms.

1.4 Atomiq may update these Terms from time to time. Updates apply only to engagements whose Proposal is signed on or after the effective date of the update. A copy of the version applicable to any engagement is available from Atomiq on request.

1.5 Amendments to a signed engagement must be in writing and signed by both Parties.

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2 Services

2.1 Atomiq will perform the services described in the Proposal ("Services").

2.2 Services are performed by Matthew Paulus personally. Atomiq will not substitute another individual or subcontract the core interview and analysis work without Client's prior written consent. Atomiq may use administrative, transcription, and analysis tools and vendors in the ordinary course.

2.3 Atomiq controls the manner, method, and schedule of performance. The Proposal sets outcomes and dates, not working hours.

2.4 Engagements are fixed in scope. Any change to the number of interviews, the number of buyer segments or personas, the deliverables, or the term requires a written change order signed by both Parties and priced before work begins. Atomiq will not perform out-of-scope work on the expectation of later payment.

2.5 Delivery dates assume Client meets the responsibilities set out in the Proposal. If Client does not, the timeline extends day for day and the fee does not change.

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3 Client's own terms do not govern the Services

3.1 Atomiq may need access to Client's product to perform the Services. Any terms of service, beta agreement, evaluation agreement, or click-through terms Atomiq accepts to obtain that access apply only to Atomiq's use of Client's product. They do not apply to the Services, the deliverables, or Atomiq Background IP.

3.2 For the avoidance of doubt, no “feedback,” “suggestions,” or similar provision in any such terms grants Client any right in the deliverables or in Atomiq Background IP beyond what Section 8 provides, and no such terms limit Client's obligations under these Terms.

3.3 Any Client purchase order or procurement terms are for administrative convenience and have no legal effect on the Services.

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4 Fees and payment

4.1 Fees and the payment schedule are set out in the Proposal.

4.2 Invoices are payable within ten (10) days of receipt. Amounts unpaid after that accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.3 Fees do not include taxes. Client is responsible for any sales, use, or similar taxes other than taxes on Atomiq's income.

4.4 Pre-approved out-of-pocket expenses are billed at cost with receipts. Atomiq will not incur a reimbursable expense without Client's prior written approval.

4.5 Atomiq may suspend performance if any undisputed invoice is more than fifteen (15) days past due, after written notice.

5 Term and termination

5.1 The engagement runs for the term stated in the Proposal.

5.2 Either Party may terminate for convenience on thirty (30) days' prior written notice.

5.3 Either Party may terminate immediately for the other Party's material breach that is not cured within fifteen (15) days of written notice describing the breach.

5.4 All amounts invoiced or coming due on or before the effective date of termination are earned, non-refundable, and remain payable. Atomiq will deliver all work product completed as of the effective date of termination.

5.5 Sections 3 and 6 through 14 survive termination.

6 Independent contractor

6.1 Atomiq is an independent contractor. Nothing here creates an employment, partnership, joint venture, or agency relationship.

6.2 Atomiq is responsible for its own taxes, withholding, insurance, and benefits, and for those of any personnel it engages. Atomiq is not eligible for Client benefits.

6.3 Atomiq maintains its own business, sets its own rates, serves other clients, and provides its own equipment and place of work.

6.4 Neither Party may bind the other or make commitments on the other's behalf.

7 Confidentiality

7.1 “Confidential Information” means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Client's Confidential Information includes its product, roadmap, performance characteristics, pricing, beta or early-access participant identities, customer lists, pipeline data, and financials. Atomiq's Confidential Information includes its methods, templates, interview instruments, pricing, and client relationships.

7.2 The receiving Party will use Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will limit access to those who need it and are bound by comparable obligations.

7.3 These obligations do not apply to information that is or becomes public without breach, was known to the receiving Party before disclosure, is independently developed without use of the other Party's Confidential Information, or is rightfully received from a third party without restriction.

7.4 A Party may disclose Confidential Information if legally compelled, after giving the other Party prompt notice where permitted and reasonable cooperation in seeking protective treatment.

7.5 Residuals. Nothing in these Terms restricts either Party from using general knowledge, skills, know-how, and experience retained in the unaided memory of its personnel. This does not grant a license to the other Party's intellectual property or permit disclosure of Confidential Information.

7.6 Confidentiality obligations run for three (3) years after termination, except that trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

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8 Intellectual property

8.1 Atomiq Background IP. Atomiq owns and retains all right, title, and interest in everything it created before the engagement or develops independently of it, and in everything generally applicable to its practice. This includes its research and go-to-market methodology, interview guides and instruments, screeners, consent scripts, synthesis and coding frameworks, scoring models, document templates, checklists, and any software, prompts, or tooling Atomiq uses or builds for general use. Client acquires no ownership in Atomiq Background IP.

8.2 Deliverables. On full payment of the fees due under the Proposal, Client owns the deliverables specifically created for Client, including the insight report, ICP definition, wedge statement, positioning and messaging outputs, and target account list, excluding any Atomiq Background IP embedded in them.

8.3 License to embedded Background IP. Atomiq grants Client a perpetual, worldwide, non-exclusive, royalty-free, fully paid license to use, copy, modify, and create derivative works of any Atomiq Background IP embedded in the deliverables, solely as part of Client's internal use of those deliverables. Client may not separately distribute, license, or commercialize the Background IP on a standalone basis.

8.4 Client Materials and Client Data. Client owns and retains all right, title, and interest in materials it provides and in all data generated about Client's business, including interview recordings, transcripts, notes, and the identities of interview participants introduced by Client. Atomiq may use Client Materials and Client Data only to perform the Services.

8.5 Aggregated learnings. Atomiq may use de-identified, aggregated observations from the engagement to improve its methods, provided it does not disclose Client's Confidential Information, does not identify Client or any interview participant, and does not reproduce any verbatim quotation.

8.6 Nothing in these Terms is a work made for hire beyond what Section 8.2 provides.

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9 Interview recordings, consent, and personal data

9.1 Interviews are recorded only with each participant's express, recorded consent, obtained using a consent script agreed by the Parties before interviewing begins.

9.2 Client is the controller of personal data collected in the Services. Atomiq processes that personal data solely on Client's documented instructions, applies reasonable administrative and technical safeguards, and will not sell or share it.

9.3 Atomiq will not use participant contact details for its own marketing or for the benefit of any other client.

9.4 Atomiq will deliver all recordings, transcripts, and participant records to Client at the end of the engagement. Atomiq may retain a copy for six (6) months following delivery, solely for quality assurance, for responding to Client questions about the findings, and for preparing any case study agreed in the Proposal, after which Atomiq will delete its copies. This excludes copies retained in routine backups and copies Atomiq must retain by law, which stay subject to Section 7. Client may direct earlier deletion on written request. Retained copies remain subject to Sections 7, 8.5, and 9.3.

9.5 Atomiq will notify Client without undue delay, and in any event within seventy-two (72) hours, of any confirmed unauthorized access to or disclosure of Client Data in Atomiq's possession, and will cooperate reasonably in Client's response.

9.6 If any interview participant is located in the European Economic Area or the United Kingdom, the Parties will sign a data processing addendum before that interview takes place.

9.7 Client confirms it has the right to provide Atomiq with any contact information it supplies for recruiting purposes.

9.8 Atomiq will contact Client's named customers, beta participants, or early-access users only with Client's prior approval, and treats their identities as Client Confidential Information.

10 Warranties and disclaimer

10.1 Each Party warrants that it has the authority to enter into the engagement and that its performance will not breach any other agreement.

10.2 Atomiq warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards, and that the deliverables will be its original work or properly licensed.

10.3 Atomiq makes no guarantee of any business result. The Services produce evidence, analysis, and recommendations. Atomiq does not warrant that Client will achieve product-market fit, any level of pipeline, revenue, meetings, or funding, or that any interview participant will become a customer. Client is solely responsible for its decisions.

10.4 Except as stated in this Section 10, the Services and deliverables are provided as is and Atomiq disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

11 Limitation of liability

11.1 Neither Party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, or loss of business opportunity, however caused and regardless of the theory of liability, even if advised of the possibility.

11.2 Each Party's total aggregate liability arising out of or relating to an engagement is limited to the total fees paid or payable by Client under the applicable Proposal.

11.3 The limits in 11.1 and 11.2 do not apply to a Party's breach of Section 7, a Party's indemnity obligations under Section 12, or a Party's gross negligence, willful misconduct, or fraud.

11.4 These limits are a material basis of the bargain and apply notwithstanding any failure of essential purpose of a limited remedy.

12 Indemnification

12.1 Atomiq will defend and indemnify Client against third-party claims alleging that Atomiq Background IP or the deliverables, as delivered by Atomiq, infringe that third party's United States intellectual property rights, excluding any claim arising from Client Materials, Client's modifications, or Client's combination of the deliverables with anything not supplied by Atomiq.

12.2 Client will defend and indemnify Atomiq against third-party claims arising from Client Materials, from Client's use of the deliverables, from Client's products or business, and from any contact information Client supplied that Client did not have the right to provide.

12.3 The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate reasonably. No settlement that imposes an obligation on the indemnified Party may be made without its consent.

12.4 Each Party's indemnity obligations are capped at two times (2x) the total fees paid or payable under the applicable Proposal.

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13 Other clients and conflicts

13.1 Atomiq serves multiple clients and has business interests outside any one engagement, and nothing in these Terms restricts that.

13.2 During the term of an engagement, Atomiq will not begin an engagement with a company that competes directly with Client in the same product category without first notifying Client.

13.3 Atomiq will not use Client's Confidential Information for the benefit of any other client.

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14 General

14.1 Governing law and venue. California law governs, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts in San Mateo County, California, unless the Proposal states otherwise.

14.2 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through a call between executives, and if that fails, through a single-session mediation with costs split equally. This does not prevent either Party from seeking injunctive relief.

14.3 Assignment. Neither Party may assign an engagement without the other's written consent, except to a successor in a merger, reorganization, or sale of substantially all assets. Atomiq may assign an engagement to an entity formed or controlled by Matthew Paulus without Client's consent.

14.4 Notices. Notices are effective when sent by email to the addresses in the Proposal with written confirmation of receipt, or when delivered by a nationally recognized courier.

14.5 Waiver. A failure to enforce any provision is not a waiver of it.

14.6 Severability. If a provision is unenforceable, the rest stays in force and the provision is reformed to the minimum extent necessary.

14.7 Force majeure. Neither Party is liable for delay caused by events beyond its reasonable control, provided it gives prompt notice and resumes performance as soon as practicable.

14.8 Counterparts. A Proposal may be signed in counterparts and by electronic signature.

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Permanent link to this version: atomiqagency.com/terms/v1-0/ · Download as PDF

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