

# HYPERCODE LLC

## TERMS AND CONDITIONS OF USE

Effective Date: June 25, 2026 | Last Updated: June 25, 2026

These Terms and Conditions ("Agreement" or "Terms") constitute a legally binding agreement between HyperCode LLC, a limited liability company incorporated in the State of Illinois ("HyperCode," "we," "us," or "our"), with its principal place of business at 2095 Hammond Dr Suite C, Schaumburg, IL 60173, and you, the individual or entity accessing or using our website, digital platforms, and professional services ("User," "Client," or "you").

By accessing [www.hypercodeus.com](http://www.hypercodeus.com) or any associated digital property, or by engaging HyperCode for any professional services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must immediately discontinue use of our services and platforms.

### 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed below:

- "Services" means all professional consulting services offered by HyperCode, including but not limited to Web Development, Data Engineering, Business Intelligence, Data Analytics, IT Staffing, Staff Augmentation, and Cloud Architecture solutions.
- "Platform" means the HyperCode website, client portals, applications, and any digital interface operated by HyperCode.
- "Client" refers to any individual, company, or organization that enters into a Statement of Work, Master Services Agreement, or other contractual arrangement with HyperCode.
- "Deliverables" means any work product, software, code, reports, dashboards, pipelines, documentation, or other materials produced by HyperCode under a specific engagement.
- "Confidential Information" means any non-public business, technical, financial, or operational information disclosed by either party in connection with the Services.
- "Intellectual Property" means all patents, copyrights, trademarks, trade secrets, inventions, and proprietary materials owned or developed by HyperCode.

### 2. SCOPE OF SERVICES

#### 2.1 Service Offerings

HyperCode provides enterprise-grade professional services across the following practice areas:

- Data & Analytics: Business intelligence design, data analytics strategy, reporting infrastructure, and visualization using platforms such as Power BI and Tableau.
- Data Engineering: Cloud data warehouse implementation (Snowflake, Databricks), ETL/ELT pipeline development using dbt and Apache Airflow, and big data architecture.
- Web Development: Custom application development using React and Next.js, API integrations, cloud-native application deployment, and enterprise security configurations.
- IT Staffing & Staff Augmentation: Placement of verified technology professionals including cloud engineers, BI developers, data architects, Scrum masters, and other technology roles on a contract, contract-to-hire, or direct placement basis.

## 2.2 Statement of Work

All professional services engagements shall be governed by a separately executed Statement of Work ("SOW") or Master Services Agreement ("MSA"), which shall detail the specific scope, timeline, deliverables, acceptance criteria, and commercial terms applicable to each engagement. In the event of any conflict between these Terms and an executed SOW or MSA, the SOW or MSA shall prevail with respect to that specific engagement.

## 2.3 Service Modifications

HyperCode reserves the right to modify, suspend, or discontinue any aspect of its Services at any time, provided that HyperCode shall provide reasonable advance notice to active Clients of any material changes that may affect ongoing engagements.

# 3. CLIENT RESPONSIBILITIES AND OBLIGATIONS

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## 3.1 Accurate Information

Clients agree to provide HyperCode with accurate, complete, and current information as reasonably required to perform the Services. HyperCode shall not be responsible for any errors, delays, or deficiencies in Services arising from inaccurate or incomplete information provided by the Client.

## 3.2 System Access and Cooperation

Where required for delivery of Services, Clients shall provide timely access to relevant systems, data sources, environments, and personnel. Client delays in providing required access or approvals may result in corresponding adjustments to project timelines and associated fees.

## 3.3 Compliance with Applicable Law

Clients are solely responsible for ensuring their use of HyperCode's Services complies with all applicable federal, state, and local laws and regulations, including but not limited to those governing data privacy, employment, export controls, and industry-specific regulations.

## 3.4 Acceptable Use

Users of the HyperCode Platform agree not to:

- Use the Platform for any unlawful purpose or in violation of any applicable regulation.
- Attempt to gain unauthorized access to any system, network, or data repository.
- Transmit any malware, viruses, or other malicious code through the Platform.

- Interfere with or disrupt the integrity or performance of the Platform or its underlying infrastructure.
- Reproduce, duplicate, copy, sell, or resell any content from the Platform without HyperCode's prior written consent.

## 4. FEES, PAYMENT, AND INVOICING

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### 4.1 Service Fees

Fees for professional services shall be as set forth in the applicable SOW, MSA, or other written agreement. HyperCode reserves the right to revise its standard rates with a minimum of thirty (30) days written notice to the Client.

### 4.2 Payment Terms

Unless otherwise agreed in writing, invoices are payable within thirty (30) days of the invoice date. HyperCode accepts payment via ACH transfer, wire transfer, and business check. Payments made more than fifteen (15) days past the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower.

### 4.3 Expenses

Unless otherwise specified in a SOW, pre-approved out-of-pocket expenses reasonably incurred by HyperCode in connection with the performance of Services shall be reimbursed by Client within thirty (30) days of invoicing. All expenses exceeding \$500 individually require prior written approval from the Client.

### 4.4 Disputed Invoices

Clients must notify HyperCode in writing of any disputed invoice amounts within ten (10) business days of receipt. Undisputed portions of invoices remain due and payable by the original due date.

## 5. INTELLECTUAL PROPERTY RIGHTS

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### 5.1 HyperCode Proprietary Materials

All pre-existing intellectual property, methodologies, frameworks, tools, templates, and know-how developed by HyperCode prior to or independently of any client engagement ("HyperCode IP") shall remain the exclusive property of HyperCode. Nothing in these Terms or any SOW shall be construed as transferring ownership of HyperCode IP to any Client.

### 5.2 Client-Owned Materials

All data, content, business logic, and proprietary materials provided by the Client to HyperCode in connection with the Services ("Client Materials") shall remain the exclusive property of the Client. HyperCode is granted a limited license to use Client Materials solely to the extent necessary to perform the Services.

### 5.3 Work Product Ownership

Unless otherwise expressly agreed in writing within an executed SOW or MSA, upon full payment of all fees due, HyperCode assigns to Client all right, title, and interest in custom Deliverables specifically created for that Client under the applicable engagement, excluding any HyperCode IP incorporated therein, for which HyperCode grants Client a perpetual, non-exclusive license to use.

## 5.4 Platform Content

All content, design, graphics, text, and functionality on the HyperCode Platform are protected by applicable copyright, trademark, and other intellectual property laws. Unauthorized use, reproduction, or distribution of Platform content is strictly prohibited.

## 6. CONFIDENTIALITY

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### 6.1 Mutual Confidentiality Obligations

Each party ("Receiving Party") agrees to hold in strict confidence all Confidential Information received from the other party ("Disclosing Party") and to use such information solely for the purposes of performing obligations under these Terms. Each party agrees to protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

### 6.2 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known by the Receiving Party prior to disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by applicable law or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice and cooperates in seeking a protective order.

### 6.3 Duration

Confidentiality obligations under this Agreement shall survive termination of the engagement for a period of five (5) years with respect to business Confidential Information, and indefinitely with respect to trade secrets.

## 7. DATA PRIVACY AND SECURITY

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HyperCode is committed to the responsible handling of personal data. Our data collection, use, and protection practices are governed by our Privacy Policy, available at [www.hypercodeus.com/privacy](http://www.hypercodeus.com/privacy), which is incorporated into these Terms by reference. HyperCode implements commercially reasonable administrative, technical, and physical safeguards designed to protect data in our possession. In the event of a data incident affecting Client data, HyperCode shall notify affected Clients in accordance with applicable law and the terms of any executed Data Processing Agreement.

## 8. LIMITATION OF LIABILITY

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### 8.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HYPERCODE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL BE LIABLE TO ANY CLIENT OR THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, EVEN IF HYPERCODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 8.2 Aggregate Liability Cap

HYPERCODE'S TOTAL CUMULATIVE LIABILITY TO ANY CLIENT ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ENGAGEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THAT CLIENT TO HYPERCODE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

### 8.3 Essential Basis

The parties acknowledge that the limitations of liability in this Section reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties. HyperCode would not provide Services under these Terms without such limitations.

## 9. WARRANTIES AND DISCLAIMERS

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### 9.1 HyperCode Warranties

HyperCode warrants that: (a) it has the legal authority to enter into these Terms and perform the Services; (b) the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards; and (c) to HyperCode's knowledge, the Deliverables will not infringe the intellectual property rights of any third party.

### 9.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, HYPERCODE PROVIDES THE PLATFORM AND ALL SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR UNINTERRUPTED AVAILABILITY.

## 10. INDEMNIFICATION

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Each party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any material breach by the Indemnifying Party of these Terms; (b) any negligent or willful misconduct of the Indemnifying Party; or (c) with respect to Client, any claim arising from Client Materials or Client's use of the Services in violation of applicable law.

## 11. TERM AND TERMINATION

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### 11.1 Term

These Terms remain in effect for the duration of any active engagement between HyperCode and the Client and shall continue to apply to the Platform until either party terminates access in accordance with these Terms.

### 11.2 Termination for Convenience

Either party may terminate an engagement for convenience upon thirty (30) days' prior written notice. Upon termination, Client shall pay for all Services rendered through the termination date, plus any non-cancellable expenses incurred by HyperCode.

### 11.3 Termination for Cause

Either party may terminate these Terms or any engagement immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure such breach within fifteen (15) days of receiving written notice; (b) becomes insolvent or makes an assignment for the benefit of creditors; or (c) is subject to voluntary or involuntary bankruptcy proceedings.

### 11.4 Effect of Termination

Upon termination, all licenses granted hereunder shall terminate, each party shall return or destroy the other's Confidential Information upon written request, and all payment obligations accrued prior to termination shall survive. Sections 5, 6, 8, 9, 10, and 13 shall survive termination of these Terms.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

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### 12.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

### 12.2 Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or the Services, the parties agree to first attempt to resolve the matter through good-faith negotiation between senior representatives of each party for a period of not less than thirty (30) days.

### 12.3 Arbitration

If the parties are unable to resolve a dispute through negotiation, any dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Cook County, Illinois, and the language of arbitration shall be English. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### 12.4 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST HYPERCODE.

## 13. GENERAL PROVISIONS

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### 13.1 Entire Agreement

These Terms, together with any executed SOW, MSA, and our Privacy Policy, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior and contemporaneous agreements, proposals, representations, and understandings.

### 13.2 Amendments

HyperCode reserves the right to amend these Terms at any time. Material changes will be communicated via our Platform or email. Continued use of the Platform or Services following such notice constitutes acceptance of the revised Terms.

### 13.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

### 13.4 Waiver

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right.

### 13.5 Assignment

Clients may not assign or transfer any rights or obligations under these Terms without HyperCode's prior written consent. HyperCode may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

### 13.6 Force Majeure

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labor disputes, or telecommunications failures, provided that the affected party promptly notifies the other party and uses commercially reasonable efforts to resume performance.

### 13.7 Notices

All legal notices under these Terms shall be in writing and delivered by email with confirmed receipt or by certified mail to: HyperCode LLC, Attn: Legal Department, 2095 Hammond Dr Suite C, Schaumburg, IL 60173, or by email to [Info@hypercodeus.com](mailto:Info@hypercodeus.com).

## 14. CONTACT INFORMATION

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For questions, concerns, or inquiries regarding these Terms and Conditions, please contact HyperCode at:

**HyperCode LLC**

2095 Hammond Dr Suite C, Schaumburg, IL 60173

Email: [Info@hypercodeus.com](mailto:Info@hypercodeus.com)

Website: [www.hypercodeus.com](http://www.hypercodeus.com)

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*This document was last reviewed and approved by HyperCode LLC Legal & Compliance in June 2026.*