

# Flatirons Systems & Services LLC

## Commercial & Operational Terms

**Effective Date:** March 13, 2026

### 1. Nature of Services

Flatirons Systems & Services LLC (“Flatirons”) provides structured administrative monitoring services.

This means Flatirons:

- maintains a monitoring record based on information provided by the client;
- tracks renewal dates, filing due dates, expiration dates, and other agreed monitoring items; and
- sends reminder notifications according to Flatirons’ standard notification process.

Flatirons does not:

- file, submit, renew, or complete any form, application, registration, or compliance action on the client’s behalf;
- provide legal, tax, regulatory, insurance, safety, or professional advice;
- independently verify the accuracy, validity, status, or acceptance of any filing, registration, permit, policy, deadline, or client-provided information; or
- act as the client’s agent before any government office, insurer, broker, regulator, or third party unless separately agreed in writing.

The client remains fully responsible for all filings, renewals, submissions, and compliance actions.

### 2. Scope of Monitoring

Flatirons monitors only the items that:

- are provided by the client;
- are accepted by Flatirons into the active monitoring scope; and
- are confirmed in writing as part of the service.

Flatirons is not responsible for monitoring any item that has not been clearly provided and confirmed.

### **3. Client Responsibilities**

The client must:

- provide complete and accurate information;
- provide dates, records, identifiers, and related details in the format requested by Flatirons;
- promptly notify Flatirons in writing of any additions, removals, corrections, or changes; and
- remain responsible for taking all required actions related to monitored items.

Flatirons is not responsible for errors, omissions, missed dates, or incorrect reminders caused by incomplete, inaccurate, outdated, or unclear client-provided information.

### **4. Activation and Start of Service**

Monitoring service is provided on a prepaid basis.

Service begins only after:

1. payment has been received; and
2. Flatirons sends written activation confirmation.

No monitoring obligation exists before activation. Service does not apply retroactively to deadlines occurring before activation.

### **5. Pricing**

Pricing is defined in the client's written service confirmation, proposal, or onboarding communication.

Unless otherwise agreed in writing:

- the monthly service fee applies only to the agreed monitoring scope;
- expanded scope may require adjusted pricing; and
- revised pricing becomes effective only after written confirmation.

## **6. Billing**

Billing is generally monthly and prepaid unless otherwise agreed in writing.

- Invoices are issued before each service period;
- Service applies only to the paid period; and
- Unpaid periods are not covered.

Unless otherwise stated in writing, payments are non-refundable once the active service period begins.

## **7. Notifications and Delivery**

Flatirons sends reminder notifications by email to the contact address provided by the client.

Flatirons may also send an SMS message as a check-email nudge only.

SMS messages:

- are supplemental only;
- do not contain the full notice;
- do not replace email as the formal notification record; and
- are not guaranteed as a primary or complete delivery channel.

Clients may request that SMS prompts not be used.

Delivery of a reminder notice to the email address on file constitutes fulfillment of Flatirons' notification obligation.

Flatirons is not responsible for:

- spam filtering;
- inbox routing issues;
- internal forwarding failures;
- inactive, unattended, or incorrect contact details; or
- the client's failure to read, review, or act on a delivered notice.

## **8. No Guarantee of Outcome**

Flatirons does not guarantee:

- successful filing, renewal, or submission;
- agency acceptance;
- continued status or standing;
- insurance continuation;
- regulatory outcome; or
- any business, legal, financial, or operational result.

Flatirons provides monitoring and reminder services only.

## **9. Suspension**

Flatirons may suspend services for non-payment or unresolved account issues.

During suspension:

- monitoring may stop;
- reminders may stop; and

- Flatirons has no responsibility for deadlines occurring during the suspension period.

Monitoring does not apply retroactively to deadlines that pass while service is suspended.

## **10. Termination**

Either party may end service by written notice.

If the client terminates service, service ends at the close of the current paid period unless otherwise agreed in writing.

No refund is provided for unused time in an active paid period unless Flatirons agrees otherwise in writing.

## **11. Confidentiality**

Flatirons uses client information only for service administration, monitoring, and related communication.

Flatirons does not intentionally disclose client information except:

- as required by law;
- as necessary to protect Flatirons' legal rights; or
- as otherwise authorized in writing by the client.

Flatirons maintains reasonable administrative safeguards appropriate to the nature of the service.

## **12. Limitation of Liability**

Flatirons provides administrative monitoring and reminder services only.

To the maximum extent permitted by law, Flatirons is not liable for:

- missed deadlines, filings, renewals, or submissions;
- penalties, fines, enforcement actions, or business interruption;
- lost revenue, lost opportunity, or lost profits; or
- indirect, incidental, special, or consequential damages.

Any liability of Flatirons arising from the service will not exceed the amount paid by the client for the service period during which the claim arose.

### **13. Indemnification**

The client agrees to indemnify and hold harmless Flatirons from claims, losses, penalties, or damages arising from:

- inaccurate, incomplete, or outdated client-provided information;
- the client's failure to act on monitored items;
- missed filings, renewals, or deadlines not executed by the client; or
- the client's misuse of the service.

### **14. Force Majeure**

Flatirons is not liable for delay or failure caused by events beyond its reasonable control, including:

- natural disasters;
- internet or platform outages;
- email or messaging disruptions;
- system failures;
- labor disruptions;
- government actions; or
- similar external events.

### **15. Governing Law**

These Terms are governed by the laws of the State of Colorado, without regard to conflict-of-law principles.

### **16. Severability**

If any provision of these Terms is found unenforceable, the remaining provisions remain in effect.

## **17. Changes to Terms**

Flatirons may update these Terms from time to time.

Updated versions will be dated. Continued use of Flatirons services after an updated version becomes effective constitutes acceptance of the revised Terms.