

# Service Terms

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## 1) Scope and Format

Services include: acting as CTO, express audit and 10-day plan, process and architecture setup, delivery sprints, MVP launch, crisis release, support, and handover.

Work is done in short iterations (typically 2–4-week sprints) with weekly reporting and an end-of-sprint demo.

## 2) Pre-contract Status and Project Start

Until scope/cost and the first period are confirmed in writing (and, if required, advance payment), any discussions, estimates, and consultations are indicative only and do not create obligations to start on a specific date/volume.

Start occurs after written confirmation in the same channel.

## 3) Discovery and Plan

Day 0–2: situation review (interviews, accesses, current metrics).

By Day 10: goals for 4–8 weeks, roadmap, risks/priorities, quality criteria, baseline metrics, architectural decisions, and a release calendar.

Additionally: a 10-day plan with immediate steps.

## 4) Transparency and Control

- Weekly: one-slide RAG status — progress toward goals, shipped items, % of plan, updated key release date, risks/blockers, the 10-day plan, and a short team pulse.
- End of each sprint: short demo of what is already working (recording/notes).
- Incidents: prompt notice with business impact, action plan, and ETA.

## 5) Deliverables and Acceptance

Sprint output: release notes/demo plus artifacts (code, settings, documentation).

If no substantiated comments are received within 3 business days, the result is deemed accepted. Comments are listed; timeline/scope of fixes are agreed separately.

Releases pass agreed quality gates.

## 6) Client Responsibilities

- Appoint a product/project owner and a technical contact.
- Provide timely accesses, decisions, and materials.
- Confirm the legality of provided data/rights.
- Access/decision delays stop the clock and may cause a pause until resolved.

## 7) Timeline and Budget Estimates

Estimates before discovery completion are indicative.

Final dates and budget are clarified by the 10-day plan and confirmed in writing.

Scope growth is by agreement only (change request) and typically moves to the next iteration.

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## 8) Additional Specialists

As needed we add targeted specialists — developers, analysts, an architect, DevOps, QA/testing, and, if needed, Data/Bi — with a clear SLA.

Temporary replacement and/or participation pause of specific roles is possible while the CTO remains accountable for the iteration outcome.

## 9) Fees and Billing

Audit/typical MVP can be fixed-price. Subsequent work is per sprint/result (T&M with transparent reports).

Invoices are issued in advance per iteration or monthly.

External costs (cloud, licenses, third-party APIs, subcontractors) are separate and borne by the client.

## 10) Access, Security, and Data

Least-privilege principle. Code/infrastructure should preferably reside in the client's environments; secrets in a secure vault.

NDA upon request.

The client confirms rights/legal basis for any data and compliance with processing requirements; we do not act as a legal/compliance advisor.

## 11) Intellectual Property

Code, materials, and documentation created under paid work belong to the client.

We may use our own libraries/utilities/scripts; these are licensed non-exclusively as required for the solution to function.

Case studies and metrics may be referenced in anonymized form, unless limited by NDA.

## 12) Liability Limitations

We are responsible for the process (transparency, delivery quality, release discipline) and good-faith performance.

We do not guarantee specific business outcomes (revenue, profit, valuations, etc.) as they depend on factors beyond our control (market, sales, marketing, external vendors).

Liability is limited to fees actually paid for the last billing period; indirect/consequential damages and lost profits are excluded.

We are not liable for outages of third-party services/clouds or delays of external contractors.

## 13) “Stop-lever”, Pause, and Termination

If after two weeks value is not confirmed, parties adjust the plan or stop without penalties for future iterations.

A pause is possible in case of payment delays, missing accesses/decisions, or security risks.

Work actually completed and accepted up to the pause/termination date is payable.

Written notice in the agreed channel is sufficient.

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## 14) Team Ethics and Interactions

We work with a no-blame approach: retrospectives are for improvements.

We facilitate conflicts when needed and reduce team tension.

Hiring/poaching between parties occurs only with prior mutual consent.

## 15) Force Majeure

Parties are not liable for delays caused by force majeure, provided timely notice and reasonable mitigation efforts.

## 16) Miscellaneous

Meeting format (online/offline), time zones, language, and participation schedule are agreed at the start.

All specific terms are in your confirmation email/work order.

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