



Established 2023

THE YELLOW DOG
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“Operating Under Yellow Dog Construction LLC”

The Yellow Dog — Terms & Conditions

Simplifying Complexity. Execution Architecture & Systems Doctrine.

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Proprietary Command Architecture — Not for Redistribution, For Pitch / Briefing Use Only

Deliberately limited public-digital exposure for OPSEC compliance

The General Terms & Conditions

1. Purpose

These General Terms and Conditions govern all proposals, statements of work, quotes, purchase orders, contracts, task orders, service agreements, and engagements between Yellow Dog Construction LLC, operating through The Yellow Dog where applicable, and the client.

For purposes of these terms, Yellow Dog Construction LLC and The Yellow Dog may be referred to collectively as the Contractor.

Acceptance of any proposal, quote, statement of work, purchase order, contract, or written authorization to proceed constitutes agreement to these terms unless otherwise modified in a written agreement signed by both parties.

These terms are intended to support clear scope control, disciplined execution, payment accountability, intellectual property protection, and professional delivery across construction, facilities support, command architecture, CORE installation, governance products, transition support, and related services.

2. Scope of Work

The Contractor shall perform only the work, services, deliverables, products, or support expressly identified in the applicable written proposal, statement of work, purchase order, or contract.



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No verbal agreement, assumption, informal request, field instruction, meeting discussion, email implication, or unauthorized direction shall be binding or compensable unless confirmed in writing by authorized representatives of both parties.

Any modification, addition, deletion, schedule change, deliverable change, price change, or expansion of scope must be documented in a written change order or written amendment signed by both parties before additional work begins.

Work outside the agreed scope may be declined, paused, priced separately, or treated as a change order.

3. Pricing and Proposal Validity

Unless otherwise stated in writing, proposals and quotes are valid for 30 calendar days from the date issued.

Pricing may be adjusted for material cost increases, labor cost increases, subcontractor cost changes, tariffs, shipping delays, supply chain disruptions, inflation, regulatory changes, fuel increases, insurance increases, or other external cost factors beyond the Contractor’s reasonable control.

For construction, facilities, site work, or material-dependent engagements, any significant external cost change may trigger a price review and written change order.

For CORE, governance, doctrine, training, transition, or command architecture engagements, pricing may be based on fixed fee, milestone payment, retainer, hourly rate, subscription, license, implementation phase, or other structure identified in the applicable proposal or agreement.

Any work requiring travel, lodging, specialized software, security processing, subcontractors, customer-requested revisions, printing, production, legal review, technical development, or expedited delivery may be priced separately unless included in the written agreement.

4. Payment Terms

Unless otherwise stated in the applicable proposal, statement of work, or contract, payment is due net 15 days from invoice date.



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Late payments may accrue interest at 1.5% per month, or the maximum rate allowed by applicable law, whichever is lower.

The Contractor may suspend work, delay delivery, withhold deliverables, pause access, or stop further performance if any invoice is more than 21 days past due.

Client shall not withhold payment, apply set-offs, issue back charges, or reduce payment without the Contractor’s prior written agreement.

Retainage, if applicable, shall be identified in the proposal, statement of work, purchase order, or contract. If retainage is not expressly stated, no retainage shall apply.

Payments for completed work, delivered materials, completed briefings, completed workshops, completed documents, issued licenses, completed milestones, mobilization, deposits, or approved deliverables are non-refundable unless otherwise required by law or expressly stated in writing.

For phased work, the Contractor may require payment before advancing to the next phase.

5. Client Responsibilities

The client is responsible for providing timely access, accurate information, required approvals, site access, facilities access, security coordination, project data, personnel availability, decision authority, and any client-owned documents or systems necessary for performance.

The client is responsible for confirming the accuracy of client-furnished information, assumptions, data, drawings, reports, policies, personnel lists, project status, internal requirements, compliance requirements, operational facts, and organizational details.

The Contractor is entitled to rely on information provided by the client unless the Contractor has actual knowledge that such information is inaccurate.

Delays caused by late client information, late approvals, unavailable personnel, restricted access, inaccurate information, or changed client priorities may result in schedule extensions, additional cost, or change orders.



6. Regulatory Compliance

Each party shall comply with applicable laws, regulations, contract requirements, and lawful obligations within its respective area of responsibility.

For construction, facilities, site work, or regulated operational work, permits, approvals, zoning requirements, access permissions, owner approvals, environmental requirements, site conditions, and client-furnished compliance obligations shall be assigned in the applicable contract or statement of work.

Unless expressly assigned to the Contractor in writing, the client is responsible for obtaining permits, approvals, owner permissions, facility access, and required authorizations.

Any new law, regulation, mandate, contract clause, security requirement, labor requirement, safety requirement, cybersecurity requirement, or government direction enacted or imposed after contract execution that increases cost, time, scope, or administrative burden may entitle the Contractor to a change order.

7. Federal Project Requirements

For federally connected work, government-funded work, prime contractor work, or defense-industrial work, the client shall identify all applicable contract clauses, flow-down requirements, security requirements, compliance obligations, cybersecurity requirements, labor requirements, domestic preference requirements, reporting requirements, and documentation requirements before work begins.

Additional compliance costs may include, but are not limited to:

- certified payroll
- background checks
- badging
- security processing
- access control
- cybersecurity controls
- NIST / CMMC-related requirements
- Buy American Act / domestic preference support



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- Davis-Bacon or prevailing wage administration
- insurance adjustments
- safety documentation
- client-specific training
- government reporting
- audit support
- controlled information handling
- document control requirements

Unless included in the original written scope, additional federal or prime-contractor compliance requirements may be treated as additional scope and priced accordingly.

8. Force Majeure and Economic Hardship

The Contractor shall not be liable for delays, nonperformance, increased costs, or schedule impacts caused by events beyond its reasonable control.

Such events may include, but are not limited to:

- extreme weather
- natural disasters
- pandemics
- labor disputes
- material shortages
- supply chain disruption
- shipping delays
- tariffs
- fuel shortages
- government action
- permitting delays
- utility disruption
- cyber incidents
- war
- civil unrest



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- subcontractor failure
- manufacturer delay
- unavailable client access
- unexpected site conditions
- other events beyond reasonable control

If such an event materially affects cost, schedule, availability, or performance, the Contractor may request a change order, schedule extension, suspension, or equitable adjustment.

If the event continues for more than 30 days, the Contractor may terminate the affected work with written notice. In that case, the client shall pay for all work performed, materials ordered, committed costs, demobilization, and reasonable closeout costs.

9. Differing Site Conditions and Hidden Conditions

For construction, facilities, site work, field services, or physical project work, unforeseen site conditions, hidden hazards, concealed conditions, differing subsurface conditions, unknown utilities, environmental conditions, access restrictions, safety hazards, or other conditions not reasonably discoverable before work begins may result in schedule extension and equitable price adjustment.

The Contractor shall notify the client when such conditions are discovered and may suspend affected work until the condition is evaluated, priced, and addressed through written change order or written direction.

10. Intellectual Property

All CORE materials, 90/10 Doctrine materials, doctrine papers, policy letters, briefings, templates, governance frameworks, command architecture designs, training materials, dashboard concepts, workflows, diagrams, operating models, SSOI structures, battle rhythm models, DOE structures, written products, and related intellectual property remain the exclusive property of Yellow Dog Construction LLC and/or Joseph J. Rae II, as applicable.

Unless otherwise stated in writing, the client receives only a limited, non-exclusive, non-transferable license to use delivered materials internally for the client's own business purposes.



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The client may not copy, resell, publish, distribute, modify, reverse engineer, commercialize, train third parties on, upload to public systems, or use Contractor materials to create competing products or services without prior written permission.

The client may not remove copyright notices, proprietary markings, confidentiality markings, attribution, or ownership language from Contractor materials.

Client-specific information, client data, and client confidential information remain the property of the client. The Contractor may use client information only as needed to perform the engagement, unless otherwise authorized.

11. CORE Product, Demonstrators, AI, and Software-Enabled Work

Where an engagement involves CORE Product concepts, AI-enabled workflows, dashboard mockups, software concepts, technical requirements, prototypes, demonstrators, low-code tools, databases, integrations, or development roadmaps, all pre-existing Contractor doctrine, architecture, processes, templates, concepts, and methodologies remain Contractor intellectual property.

Unless a separate written software development agreement states otherwise, the client does not acquire ownership of CORE Product, CORE architecture, 90/10 Doctrine, software concepts, source materials, product roadmap, AI workflows, command product logic, or reusable system components.

Any software, dashboard, prototype, or technical deliverable provided to the client shall be governed by the applicable statement of work, license terms, and any separate technical agreement.

AI-assisted outputs are decision-support materials. They do not replace human judgment, legal review, command responsibility, management responsibility, safety responsibility, or regulatory compliance obligations.

12. Confidentiality and Information Protection

Each party may receive confidential, proprietary, sensitive, business, technical, operational, financial, or client-related information from the other party.



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Each party agrees to use reasonable care to protect confidential information and to use such information only for purposes related to the engagement.

Confidential information shall not be disclosed to third parties except as required to perform the work, comply with law, satisfy contract obligations, support professional advisors, or as otherwise authorized in writing.

The Contractor may identify work performed in general terms for business development purposes unless the client prohibits such reference in writing or the work involves sensitive, controlled, classified, or restricted information.

Classified information, controlled unclassified information, export-controlled information, or government-sensitive information shall only be handled in accordance with applicable law, contract requirements, and authorized procedures.

13. Security and Controlled Information

The client shall identify any classified, controlled, export-controlled, proprietary, protected, regulated, or restricted information before providing it to the Contractor.

The client shall not transmit classified information, controlled information, export-controlled information, or restricted technical data to the Contractor unless proper authorization, safeguarding procedures, contractual authority, and secure channels are established.

If the Contractor receives unexpected classified, controlled, export-controlled, or restricted information, the Contractor may stop work, notify the client, quarantine the information where appropriate, and require written direction before proceeding.

The Contractor is not responsible for mishandling information that was not properly identified, marked, controlled, or transmitted by the client.

14. Independent Contractor Relationship

The Contractor is an independent contractor and not an employee, partner, joint venturer, agent, or legal representative of the client.



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Nothing in these terms creates a partnership, employment relationship, fiduciary relationship, joint venture, or agency relationship between the parties.

The Contractor retains control over its personnel, subcontractors, methods, internal processes, scheduling, and means of performance, subject to the agreed scope and client site requirements.

15. Subcontractors and Third-Party Support

The Contractor may use subcontractors, consultants, vendors, designers, technical specialists, software developers, legal reviewers, or other third-party support as needed to perform the work, unless prohibited by the applicable contract.

The Contractor remains responsible for coordinating subcontracted work within the agreed scope.

The client shall not directly engage, hire, solicit, direct, or bypass Contractor subcontractors or project personnel for related work without written permission from the Contractor.

16. Warranties and Disclaimers

The Contractor will perform services in a professional manner consistent with the applicable scope, industry practice, and reasonable care.

The Contractor does not guarantee specific business outcomes, contract awards, government approvals, funding awards, security clearance sponsorship, SBIR/STTR awards, ART awards, revenue growth, audit outcomes, regulatory determinations, or client internal adoption unless expressly stated in writing.

Command architecture, CORE installation, governance products, briefings, workshops, transition support, and doctrine materials are designed to improve structure, visibility, ownership, rhythm, and execution discipline. Client leadership remains responsible for decisions, implementation, personnel management, legal compliance, regulatory compliance, and operational outcomes.

No legal, financial, tax, engineering, architectural, cybersecurity, employment, or regulatory advice is provided unless expressly stated in writing and delivered by properly qualified professionals.

17. Limitation of Liability



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To the maximum extent permitted by law, the Contractor’s total aggregate liability arising out of or related to any proposal, contract, purchase order, statement of work, service, deliverable, or engagement shall not exceed the total amount paid by the client to the Contractor under the specific agreement giving rise to the claim.

The Contractor shall not be liable for indirect, incidental, special, consequential, exemplary, punitive, or speculative damages, including lost profits, lost revenue, lost opportunity, loss of business, loss of goodwill, loss of data, delay damages, or business interruption, except where such limitation is prohibited by law.

This limitation applies regardless of the theory of liability, including contract, tort, negligence, strict liability, warranty, indemnity, or otherwise.

18. Indemnification

To the maximum extent permitted by law, the client shall indemnify, defend, and hold harmless the Contractor, its owners, officers, employees, agents, subcontractors, and affiliates from claims, damages, losses, liabilities, penalties, costs, and expenses arising from:

- client-furnished information, drawings, instructions, data, designs, or specifications
- site conditions
- hazardous materials not introduced by the Contractor
- client negligence or misconduct
- third-party actions
- client failure to obtain permits or approvals
- client failure to identify applicable requirements
- client misuse or unauthorized distribution of Contractor materials
- client implementation decisions
- client violation of law, contract, regulation, or third-party rights

The Contractor shall be responsible for its own negligence or willful misconduct to the extent required by applicable law.

19. Termination



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Either party may terminate an engagement as permitted by the applicable proposal, statement of work, contract, or law.

The Contractor may terminate or suspend performance immediately upon client material breach, including non-payment, unauthorized use of intellectual property, failure to provide access, failure to provide required information, unsafe conditions, security concerns, or client conduct that materially interferes with performance.

Upon termination for any reason, the client shall pay for:

- all work completed
- work in progress
- materials ordered
- committed subcontractor or vendor costs
- mobilization
- demobilization
- closeout costs
- non-cancelable expenses
- approved travel
- delivered intellectual property licenses
- any other amounts due under the agreement

Payment shall be due within 10 calendar days of termination invoice unless otherwise required by the applicable agreement or law.

20. Suspension of Work

The Contractor may suspend work for:

- non-payment
- unsafe conditions
- security concerns
- lack of access
- lack of required client information
- unresolved scope dispute



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- regulatory issue
- force majeure
- client failure to provide approvals
- unexpected controlled information issue
- material change in project conditions

Suspension shall not waive the Contractor’s right to payment, schedule adjustment, change order, termination, or other remedies.

21. Dispute Resolution

The parties shall first attempt to resolve disputes through good-faith negotiation between authorized representatives.

If a dispute cannot be resolved through negotiation, the parties may proceed to mediation, arbitration, or litigation as provided in the applicable contract.

Unless otherwise stated in the applicable agreement, any unresolved dispute shall be submitted to binding arbitration in Tarrant County, Texas, under the rules of the American Arbitration Association.

The prevailing party may recover reasonable attorney’s fees, costs, and expenses to the extent permitted by law or agreement.

Nothing in this section prevents either party from seeking temporary or emergency injunctive relief to protect intellectual property, confidential information, safety, security, or other urgent rights.

22. Governing Law and Venue

These terms and any related agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Unless otherwise required by law or written agreement, venue for any permitted court action shall be in Tarrant County, Texas.

23. Order of Precedence



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If there is a conflict between documents, the following order of precedence shall apply unless otherwise stated in the signed agreement:

1. Signed contract or master services agreement
2. Signed statement of work or task order
3. Signed change order or amendment
4. Proposal accepted in writing
5. Purchase order accepted by Contractor
6. These General Terms and Conditions
7. Other referenced materials or attachments

No client purchase order terms, portal terms, boilerplate terms, or conflicting standard terms shall apply unless expressly accepted in writing by the Contractor.

24. Severability

If any provision of these terms is held invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the original intent as closely as possible.

25. No Waiver

Failure by either party to enforce any provision of these terms shall not constitute a waiver of that provision or any other rights.

Any waiver must be in writing and signed by the party granting the waiver.

26. Notices

Notices required under these terms shall be provided in writing to the contact information listed in the applicable proposal, statement of work, contract, or signature block.



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Notices may be delivered by email, certified mail, commercial courier, or other written method agreed by the parties.

27. Entire Agreement

These General Terms and Conditions, together with the applicable proposal, statement of work, purchase order, contract, change order, or written amendment, constitute the agreement between the parties regarding the applicable engagement.

Any changes must be in writing and signed by authorized representatives of both parties.

Acceptance and Signatures

By signing below, the client acknowledges that they have read, understood, and agree to be bound by these General Terms and Conditions, unless modified by a separate written agreement signed by both parties.

Contractor

Yellow Dog Construction LLC / The Yellow Dog

By: _____

Name: Joseph J. Rae II

Title: President / Founder

Date: _____

Client

Company Name: _____

By: _____

Name: _____



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Title: _____

Date: _____

Joseph J. Rae II

President / Founder | The Yellow Dog

Phone: 817-687-6420

Web: YourCoreSystem.com

Email: Joseph@YourCoreSystem.com

Email: YellowDog@YDConstructionLLC.com

TEXAS License #: 805236881

SAM UEI: TLSHAPDMYMW1

CAGE: 9PVD6

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