

AGILE SOFTWARE DEVELOPMENT AGREEMENT

This AGILE SOFTWARE DEVELOPMENT AGREEMENT (the “Agreement”) is made by and between Rootstrap, Inc., a Delaware corporation and its affiliates (including, but not limited to, Duxary SA) (collectively, “Rootstrap”) and CLIENT ENTITY NAME, a JURISDICTION TYPE OF ENTITY (EXAMPLE: California limited liability company) (“Client”), as of DATE (the “Effective Date”). For good and valuable consideration, the receipt of which is hereby acknowledged, Rootstrap and Client (collectively the “Parties” and individually generically referred to as a “Party”) hereby agree as follows:

1. Services, Sprints, Statements of Work and Fees. Rootstrap will provide the software development services (the “Services”) requested by Client from time to time during the term of this Agreement in weekly sprints (each a “Sprint”), provided, however, that the sprint lengths may be extended to two (2) weeks or other time increments as mutually agreed upon by the Parties based upon project requirements. The Parties will collectively determine the particular Services to be conducted during each Sprint at or prior to the commencement of each Sprint. The particular Services to be provided during the initial set of Sprints is described on the Statement of Work (the “Statement”) attached hereto as Attachment I and incorporated herein by reference as though fully set forth. The Parties may, but are not required to, enter into additional Statements to specify further Services to be performed, and any particulars applicable thereto. Client will pay the fees described in the Statement(s) in accordance with the terms thereof, and as otherwise agreed in writing by the Parties. Interest shall accrue on any past-due fees at a rate of 1.5% per month.
2. Client Obligations. In addition to any assumptions or obligations in a Statement, Client shall (a) timely provide all documents, information, designs, data, specifications, graphics, logos, trademarks, written content, and other materials necessary for Rootstrap’s performance of its services (the “Client Materials”); (b) ensure that Client stakeholders are available and responsive over the course of the project; (c) ensure that all Client feedback and approvals are provided through a single point of contact; and (d) provide any access necessary for Rootstrap to perform its services (the “Client Obligations”). If Client repeatedly or unreasonably fails to perform the Client Obligations, Rootstrap may provide written notice specifying the failure and request that Client correct the failure. If Client does not correct the failure within ten (10) days of its receipt of the notice, Rootstrap may, by written notice to Client, stop work under the Statement and invoice for services provided through the date of work stoppage. To resume services, Rootstrap may require an amendment to the Statement. Client shall also have the obligation to ensure that its data handling practices comply with any and all applicable privacy laws, that Client’s engagement of Rootstrap will not cause Rootstrap to be treated as a “data processor” or “data controller” under GDPR law, and that no personally identifiable customer or user data relating to EU citizens will be provided by Client to Rootstrap.
3. Relationship of the Parties. The Parties are not partners or engaged in a joint venture, and neither Rootstrap nor its employees or contractors (“Personnel”) are Client’s employees. Rootstrap Personnel are not entitled to any Client fringe benefits, and Client will not withhold any taxes or make any deductions from its payments to Rootstrap hereunder.

4. Excluded Services. Unless otherwise agreed in writing, Rootstrap will not be providing search engine optimization, hosting, social media marketing, photography, copywriting and copyediting, graphic image design, data entry, regulatory compliance (e.g. privacy, security, accessibility, disclosures, financial, etc.) or support and maintenance services.
5. Rights. The “Deliverables” (as may be described in any applicable Statement or other written agreements between the Parties or as otherwise delivered by Rootstrap to Client) may include “Work Product”, “Elements” and “Third Party Tools” (each as defined below). Subject to Rootstrap’s receipt of payment for a particular Sprint, Rootstrap (a) assigns to Client all of Rootstrap’s right, title and interest in and to the designs, applications, and software created by Rootstrap for Client in connection with the Services (the “Work Product”) and (b) grants to Client a nonexclusive, royalty-free, worldwide, unlimited, right and license to display, copy, modify, and generally utilize Rootstrap’s preexisting software, scripts, frameworks, algorithms, modules, practices, designs and methodologies, and any improvements thereon not uniquely applicable to the Work Product (the “Elements”).
6. Third Party Tools. Client understands and agrees that certain third party tools (the “Third Party Tools”), such as open source software, application programming interfaces, and font software packages, may be incorporated within or form part of the Deliverables, and that such third party tools are subject to the terms of the applicable license (including the warranties and/or disclaimers therein), and are not owned by Client or Rootstrap; provided, that, Rootstrap will obtain Client’s prior written permission prior to incorporating any Third Party Tools that either (a) are subject to an open source license that either (i) is “commercially restrictive” or contains a “share alike” (or “copyleft”) requirement (as such terms are commonly understood in the software development industry), or (b) require Client to pay any fee to a third party.
7. Promotional Rights. Subject to Client’s prior written approval for any such usage, Rootstrap reserves the right to utilize the Work Product for promotional and marketing purposes, including on Rootstrap’s Internet website(s) and social media pages, and Client grants to Rootstrap the right and license to utilize Client’s name, logo(s) and trademark(s) in connection with such promotional and marketing efforts.
8. Term & Termination. This Agreement is effective as of the Effective Date, and will continue in effect for a period of one (1) year; provided that this Agreement may be earlier terminated for an uncured material breach (including unreasonable delay) after written notice thereof and at least ten (10) days opportunity to cure. Termination pursuant to this Section (but not expiration) will also serve to terminate any Statement(s) then in effect. Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 (for the period specified), 15, 16, and 18, and any accrued payment obligations, shall survive the expiration or termination of this Agreement. If a Statement is in effect upon the expiration (but not termination) of this Agreement, the term of this Agreement shall be extended to cover the period of such Statement.
9. Warranties. Each Party represents and warrants to the other that: (a) it has the right and authority to enter into this Agreement and perform its obligations hereunder; (b) that it is not bound by any order or contract that would prohibit or limit its ability to do so; and (c) that, to its knowledge, the content, materials, specifications and directions provided by such Party do not infringe upon the proprietary rights of any third party.

Rootstrap additionally represents and warrants to Client that it and its Personnel will perform the Services in a professional and workmanlike manner, consistent with industry standards and any specifications agreed upon by the Parties in writing.

10. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. CLIENT UNDERSTANDS THAT ROOTSTRAP CANNOT GUARANTEE CONTINUOUS OR ERROR FREE OPERATION OF SOFTWARE.
11. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, NO MATTER THE CAUSE OF ACTION, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. ROOTSTRAP LIABILITY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT TO ROOTSTRAP PURSUANT TO THE STATEMENT THAT IS THE SUBJECT OF THE DISPUTE AND THAT WERE PAID IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FILING OF THE CLAIM(S) AND/OR CAUSE(S) OF ACTION.
12. Confidentiality. Each Party agrees to maintain in confidence, and not to disclose to any third party or use for its own purpose, the other Party's Confidential Information (as defined below). For purposes of this Agreement, "Confidential Information" means any information that is either (a) marked as "confidential" when provided to the recipient, or (b) should, at the time of receipt by the receiving party, reasonably be understood by such party to be confidential in nature.
13. Indemnity. Each Party (the "Indemnifying Party" in each instance) will indemnify, defend and hold the other Party (the "Indemnified Party" in each instance) harmless from and against any third party claims arising out of the Indemnifying Party's breach of this Agreement (including the inaccuracy of any representation or warranty herein), negligence or willful misconduct (each a "Claim"); provided that (a) the Indemnified Party gives prompt written notice of the Claim; (b) the Indemnifying Party shall be entitled to control the defense and settlement of the Claim; and (c) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense and settlement.
14. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Client agrees not to solicit, directly or indirectly, for its own benefit or for the benefit of any third party, any of Rootstrap's Personnel. Client understands that damages to Rootstrap as a result of a breach of this provision would be present but difficult to ascertain, and the amount paid by Rootstrap to the Personnel in the twelve (12) months preceding such breach or an amount equal to the Personnel's current monthly salary times twelve (12), whichever is higher (the "Fixed Damages"), is a reasonable estimation of such damage. Therefore, Client agrees to pay the Fixed Damages as liquidated damages for any breach of this provision.
15. Dispute Resolution. If any dispute arises out of or relates to this Agreement, or the breach thereof, Client and Rootstrap agree to promptly negotiate in good faith to resolve such dispute. If the dispute cannot be settled by the parties through negotiation, the

Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration or any other dispute resolution procedure. If the parties are unable to settle the dispute by mediation as provided in the preceding sentence within thirty (30) days of a written demand for mediation, any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration before one (1) arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in English and held in Los Angeles, California or such other location to which the parties mutually agree. The decision of the arbitrator shall be final and binding and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the other party its reasonable expenses, expert fees, attorney's fees, arbitration fees, and related costs.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law principles.

17. **Assignment.** Each Party may assign this Agreement to any successor to all or substantially all of such Party's assets. Rootstrap may subcontract the Services to qualified subcontractors, but shall remain liable for any breaches of this Agreement caused by such subcontractors. Other than as set forth above, neither Party may assign its rights or delegates its duties hereunder without the written permission of the other Party, not to be unreasonably withheld or delayed.

18. **Notice.** All written notices to be delivered to Rootstrap regarding this Agreement shall be addressed to:

Rootstrap, Inc.
137 S. Robertson Blvd. #103
Beverly Hills, CA, 90211
United States

Email: david@rootstrap.com

All written notices to be delivered to Client regarding this agreement shall be addressed to:

CLIENT ENTITY NAME
CLIENT ADDRESS
CLIENT CITY/STATE/ZIP
CLIENT COUNTRY

Email: **CLIENT EMAIL**

19. **Miscellaneous.** This Agreement embodies the entire understanding between the parties concerning the subject matter hereof, and supersedes any and all prior negotiations, correspondence, understandings and agreements between. Any modifications or amendments to this Agreement must be in writing and must be acknowledged in writing as agreed by both Parties. The failure of a Party to require performance by the Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. This Agreement has been negotiated by the

parties and their respective attorneys, and the language of this Agreement shall not be construed for or against either Party. The headings are not part of the parties' agreement. Should any provision of this Agreement be held unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, such provision shall be severed herefrom, and the remainder of this Agreement shall be enforced. This Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement and make it effective as of the Effective Date set forth above.

ROOTSTRAP, INC.

CLIENT ENTITY NAME

By: _____
Name: Fernando Colman
Title: CEO

By: _____
Name:
Title:

ATTACHMENT I
STATEMENT OF WORK #1

This STATEMENT OF WORK #1 (the “Statement”) is made by and between Rootstrap, Inc., a Delaware corporation (“Rootstrap”) and ENTITY NAME, a JURISDICTION TYPE OF ENTITY (EXAMPLE: California limited liability company) (“Client”), pursuant to that certain AGILE SOFTWARE DESIGN & DEVELOPMENT AGREEMENT between the Parties (the “Agreement”). Capitalized terms herein shall have the meaning ascribed in the Agreement unless otherwise indicated.

- A. Project Summary. Rootstrap is being engaged to develop PROJECT NAME for PLATFORM (EXAMPLE: iOS, Android, Responsive Web, etc). The Parties shall mutually agree upon a product backlog to guide the development process, but understand that such backlog shall be a living document, to be altered as necessary from time to time as project priorities change.
- B. Resourcing.
- a. Dedicated Resources:
 - i. Ex: Two full-stack developers
 - b. Non-Dedicated Resources:
 - i. UX/UI production design services
 - ii. Project Manager / ScrumMaster
- C. Acceptance. At the conclusion of each Sprint, Rootstrap shall present the Deliverables completed to Client, and Client shall have three (3) days (the “Approval Period”) to reject any given Deliverable if and only if the work materially fails to conform to previously agreed upon specifications; bugs and feedback loops are a normal part of the development process and will be addressed on an ongoing basis, but do not constitute a reason for rejection. Notice of rejection must be in writing and specify the reasons for rejection. If Client does not reject a Deliverable within the Approval Period, it shall be deemed accepted. Upon receipt of a timely rejection notice, Rootstrap will promptly correct any non-conformities at Agency’s expense.
- D. Rate. The weekly rate is \$RATE IN USD, provided that “Sprint Zero”, for purposes of backlog creation, preliminary UX/UI work, and technological architecture setup, shall be billed at 50% of the normal Sprint rate, or \$RATE per week.
- E. Development Credit. A development credit of \$XX from roadmapping shall reduce the cost of the last sprint for Version 1.
- F. Billing and Invoicing. A deposit of DEPOSIT AMOUNT, to be credited towards Sprint Zero plus Client’s first 2 sprints, shall be due upon execution of the Agreement and this Statement. Rootstrap will invoice biweekly in advance for sprint fees as well as any approved expenses incurred in connection with the Services, and Client will pay invoices within 7 days of receipt. If Client disputes any amount invoiced, Client must give Rootstrap written notice describing the dispute in reasonable detail prior to the date the invoice is due. Client may not dispute invoices after the invoice due date. Rootstrap reserves the right to suspend development if payment has not been received prior to commencement of any given sprint. If development is suspended for non-payment, Rootstrap cannot guarantee that the same resources shall be available to work on Client’s project once Client’s account

has been brought current, and re-commencement of work shall be subject to availability of suitable resources.

- G. Minimum Sprint Engagement. **NUMBER** weeks. Following this Minimum Sprint Engagement, Company's services will be renewed on a weekly basis and Client may subsequently cancel services by providing Rootstrap with a two-week written notice of termination. Neither this Statement nor the above-referenced Agreement represent a fixed bid contract, nor does this Minimum Sprint Engagement time constitute a binding representation as to the time required to complete development.
- H. Early Termination. Client may terminate this Statement early (prior to completion of the Minimum Sprint Engagement) by providing written notice to Rootstrap for any reason by paying all fees and approved expenses incurred prior to termination as well as an early termination fee equivalent to 50% of fees that otherwise would have been charged for the cancelled portion of the project.
- I. Client Product Owner. Client will dedicate a single Product Owner with sufficient experience in agile software development, and who shall have decision-making authority. All additional stakeholders will be invited to attend all scrum meetings/activities.
- J. Maintenance Period. All engagements include a 30 calendar day maintenance period, post end-of-engagement, to ensure code quality. Any bugs in our work detected during this period will be addressed at no cost. Bug fixing or maintenance work after the conclusion of this 30 day period shall be billed at a rate of **\$XX.00** per hour.

IN WITNESS WHEREOF, the Parties have executed this Statement and make it effective as of the Effective Date.

ROOTSTRAP, INC.

CLIENT ENTITY NAME

By: _____
Name: Fernando Colman
Title: CEO

By: _____
Name:
Title: