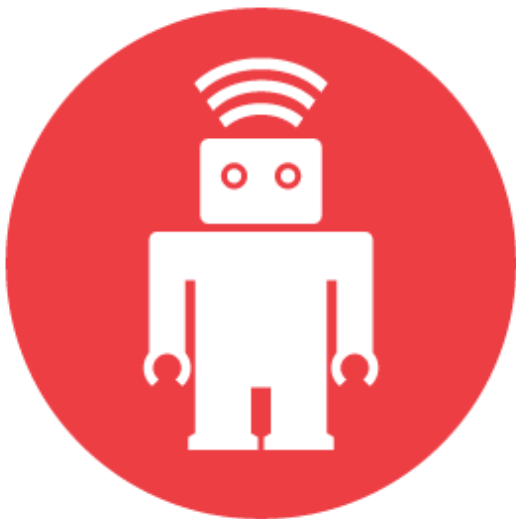


thoughtbot

Kemp House
160 City Road
London
EC1V 2NX
United Kingdom
617.482.1300
hello@thoughtbot.com



[company name]

Software Development Contract

`#{current_date}`

Service Agreement

1. Authorization

This Service Agreement (the "Contract") is between #{client name} ("Client"), located at [REDACTED] and Thoughtbot Limited ("Consultant"), located at Kemp House, 160 City Road, London, EC1V 2NX, United Kingdom, as an independent contractor for the specific purpose of providing software design, development and/or other services (the "Services" described below and in one or more Statements of Work (each a "SOW") attached to this Contract (as Appendix A) for Client's project(s) (each, a "Project").

2. Services / Workflow

Client and Consultant agree for Consultant to provide the Services in accordance with this Contract. The Services shall include **SERVICE DESCRIPTION ENTERED HERE.**

- (a) Software design and development projects inherently require fluidity, and for both parties to be agile and to cooperate and communicate with one another throughout the Project. Client understands and agrees that as a result, without limitation, the Project's scope, purpose, schedules, costs, milestones, and Consultant's deliverables, Iterations (defined below) and other work product ("Work Product") will be of a fluid nature and may be subject to constant change throughout the term of the Contract. Because of this, the Client agrees to a time and materials contract.
- (b) During the term of each applicable SOW, Client shall maintain within its organization a Client Stakeholder to serve as the primary point of contact for day-to-day communications, consultation, consent, and decision-making regarding the applicable Project. Agreed-upon changes shall be documented in writing, including

electronically, which may be in Consultant's shared software development work environment.

- (c) The parties' relationship is that of independent contractors. No part of this Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner.

3. Payment Terms

- (a) Consultant will issue weekly invoices. Unless specified otherwise in the applicable SOW), all payments will be due and payable to Consultant no later than 15 days of receipt of each invoice. Consultant may require an advance payment for Services and/or a deposit to secure payment of any amounts Client may owe Consultant ("Security Deposit"). All fees for Services are nonrefundable. Reserving all its other rights and remedies, if any payment is late, Consultant may suspend some or all Services in its discretion and may apply an administrative late fee of 1.5% per month or the maximum rate allowed by law, whichever is lower, on all overdue amounts. Client shall be responsible for any legal or other costs incurred by Consultant in connection with collecting any amounts due Consultant under this Contract.
- (b) If Client disputes its obligation to pay an invoice or any portion thereof, Client must send Consultant a letter by certified mail within 60 days of receipt of the invoice notifying Consultant of Client's dispute detailing its objections to the invoice, including all reasonable bases for the objections. This notice requirement will apply regardless of the reason for the dispute, including any alleged deficiencies in Consultant's performance of the work reflected in a given invoice.
- (c) Client's failure to dispute an invoice as prescribed above within 60 days will result in a waiver of any legal claims related to the invoice. Client acknowledges that its close involvement in the Project, including the agile development process will enable it to

independently judge the quality and progress of Consultant's work and so dispute any invoice within the notice period.

- (d) Invoices will itemize any pre-approved costs incurred by Consultant. Receipts for any reimbursable expenses will be provided upon request. Consultant will not schedule cost-incurring travel, or other costs, without Client's written consent.

4. Client's Obligations

In addition to its payment and other obligations under the Contract, Client shall perform its obligations detailed in the applicable SOW. Client further agrees to cooperate and communicate with Consultant as may be reasonably needed for Consultant to provide the Services.

Consultant shall not be responsible or liable for any late delivery or delay or failure of performance to the extent caused by Client's failure to perform, or delay in performing, its obligations under this Contract or applicable SOW.

5. Mutual Confidentiality

Each party (the "Discloser") may disclose non-public confidential information (the "Confidential Information") to the other party (the "Recipient") in connection with this Contract. Confidential Information may include, among other things, a party's software, code, inventions, algorithms, data, know-how and ideas, and other business, technical, and financial information. Recipient shall: (a) not use the Discloser's Confidential Information other than for the Purpose without first obtaining the written agreement of the other party; (b) use reasonable efforts to keep the Confidential Information secure; and (c) not disclose it to any third party except its employees, independent contractors and professional advisers who need to know the same for the Purpose and who owe a duty of confidence to the Recipient and are bound by confidentiality obligations equivalent to those in this Contract.

Exceptions:

- This undertaking does not apply to information that is already in the public domain or known to the Recipient without restriction before disclosure, or developed entirely independently of the Discloser's Confidential Information and this Contract.
- Nothing in this Contract prevents a Recipient from disclosing the Discloser's Confidential Information as may be required (or the restriction of which is not permitted) by applicable law.

Nothing in this Contract shall prevent Consultant from using or disclosing information or know-how developed or learned (excluding Client's Confidential Information) in connection with performing the Services that relate generally to the art of software development or programming; provided that this sentence does not authorize Consultant to infringe any IP Rights of Client.

6. Ownership

- (a) Regardless of any other provision in this Contract, all IP Rights (i) belonging to a party, subcontractor, or anyone else prior to the Effective Date, or (ii) created, conceived, or reduced to practice, in whole or in part by a party (alone or with others) independent of the other party and not Consultant's Work Product (collectively, "Pre-Existing IP"), will remain vested in that party, subcontractor or third party (as applicable) and shall not be assigned hereunder. For the avoidance of doubt, Consultant's Pre-Existing IP includes, without limitation, its preexisting software engines, libraries, APIs, development tools, and routines, as well as derivatives or modifications thereof and improvements thereto, and all IP Rights associated with any of the foregoing. For purposes of this Contract, "IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights

laws, rules or regulations, and all similar or equivalent rights or forms of protection, in any part of the world.

- (b) Client represents and warrants to Consultant that Client owns or has the rights, including all associated IP Rights, to use and license to Consultant all materials and information, including documents, data, specifications, software, content, and technology, that are provided to Consultant by or on behalf of Client in connection with this Contract ("Client Materials"). Client grants to Consultant a non-exclusive, non-assignable, fully paid-up, royalty-free, worldwide license to use and create derivative works of the Client Materials for and in connection with the Contract.
- (c) Upon receipt by Consultant of payment in full for the Work Product developed during the period covered by a Consultant invoice ("Iteration"), and subject to the provisions in this Contract regarding Consultant's Pre-Existing IP and Third-Party Materials as well as other applicable terms of this Contract, as between the parties, the Client shall exclusively own and be assigned all right, title and interest in such Iteration, including all associated IP Rights. Consultant grants to Client a non-exclusive, assignable, fully paid-up, royalty-free, worldwide license to use and create derivative works of Consultant's Pre-Existing IP (subject at all times to the terms of any third party or open source licensing terms) included in, and solely to the extent necessary for its general internal business purposes in relation to, any applicable Consultant Services or Work Product.
- (d) A party exclusively owning or being assigned any IP Rights under this Contract will have the exclusive right to, and, at such party's expense, the assigning party agrees to assist such party in every proper way (including, without limitation, becoming a nominal party) to, evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend such IP Rights.
- (e) Except to the extent expressly stated otherwise in this Contract, neither party shall acquire any right, title, or interest in any IP Rights belonging to the other party, or the other party's licensors.

7. Third-Party Materials

Notwithstanding anything to the contrary in this Contract, Consultant's software Work Product may include or operate in conjunction with software (including open source software), documents, data, content, specifications, products, equipment, or components of or relating to the Consultant's software deliverables that are not proprietary to Consultant ("Third-Party Materials"). Client acknowledges that the only warranties in relation to any Third Party Materials are those in the standard license terms of the respective third party supplier, and to the extent any of such warranties are given to the Consultant, to the extent it has the right to do so it extends such warranties to the Client. All Third-Party Materials are provided under the terms and conditions of the applicable third-party license agreement referred to in the applicable SOW. Client shall comply with all such third-party license agreements and any material breach by Client thereof will be deemed a material breach of this Agreement.

8. Representations and Warranties, and Warranty Disclaimer

- (a) Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it is a corporation or other entity duly organized, validly existing, and in good standing under the laws where it was formed and is doing business with respect to this Contract; (ii) it has the full right and authority to enter into and perform its obligations and grant the rights and licenses it grants or is required to grant under this Contract; and (iii) this Contract will constitute its legal, valid, and binding obligations, enforceable against it in accordance with its terms once executed and delivered by both parties.
- (b) Consultant's Representations and Warranties. Consultant represents and warrants to Client that Consultant will perform the Services with personnel of reasonable skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Client's

sole remedy for a breach of any of Consultant's representations and warranties is for Consultant to repair or replace the defective Work Product.

- (c) DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN SECTION 8, ALL SOFTWARE, SERVICES, AND WORK PRODUCT ARE PROVIDED "AS IS." CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN THIS SECTION 8, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, WORK PRODUCT, CONFIDENTIAL INFORMATION OR THIRD PARTY MATERIALS, OR ANY SERVICES, PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, AVAILABLE AT ANY PARTICULAR TIME OR TIMES OR AMOUNT OF TIME, FREE OF HARMFUL CODE, OR ERROR-FREE.

9. Limited Liability

- (a) IN NO EVENT SHALL CONSULTANT OR CLIENT OR EITHER OF THEIR AFFILIATES, SHAREHOLDERS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR ANY (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER IN CONNECTION WITH CLAIMS ARISING UNDER OR RELATING TO THIS CONTRACT OR THE PROJECT, (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR

SERVICES, IN EACH CASE WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT'S AGGREGATE LIABILITY FOR ANY DAMAGES (WHETHER DIRECT, CONSEQUENTIAL, OR OTHERWISE) FOR ALL CASES AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THE APPLICABLE SOW WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification

- (a) Consultant's Indemnification. Consultant agrees to defend, indemnify, save, and hold harmless the Client and its officers, directors, employees, subcontractors, agents, and permitted successors and assigns (together, "Client Indemnitees") from and against any demands, claims, suits, and other proceedings, liabilities, losses, costs and expenses, including reasonable attorney's fees (together, "Claims") incurred by a third party (other than an affiliate of a Client Indemnitee) to the extent based on or alleging that Consultant's Services or Work Product (but excluding any Client specifications, Client Materials or Third-Party Materials) used in accordance with this Contract infringes such third party's U.S. IP Rights. Consultant's indemnity obligations do not apply to any Claims or Losses arising out of or relating to: (i) any combination of Consultant's Services or Work Product with any hardware, system, or other software or materials not provided or authorized in writing by Consultant; (ii) Client's, any Client Indemnitee's, or any third party's failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Client; (iii) any modifications of or to Consultant's Services or Work Product other than by Consultant

or without its express written approval in accordance with its written specifications; or
(iv) any breach of any Client representation or warranty.

(b) Client's Indemnification. Client shall defend, indemnify, save and hold harmless the Consultant and its officers, directors, employees, subcontractors, agents, and permitted successors and assigns (together, "Consultant Indemnitees") from and against any and all Claims arising out of or related to:

- (i) Any Client specifications, directions or Confidential Information or any Client Material (including, without limitation, any Claims for infringement or alleged infringement of any third party's IP Rights);
- (ii) Any use or the Services or Work Product of Consultant or any Third-Party Material, other than in accordance with Consultant's written specifications or instructions;
- (iii) Any product, good, or service of any Client Indemnatee or its agents, employees, independent contractors, suppliers, customers or partners, or its or any of their successors or assigns;
- (iv) Or any act, omission, or other matter described in subparts (i)-(iv) of Section 10(a).

(c) Indemnification Procedures. Each party that believes it is entitled to be indemnified pursuant to this Section 10 with respect to a Claim ("Indemnatee") shall promptly notify the other party in writing. The Indemnatee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the Claim, at the Indemnitor's sole cost and expense. The Indemnatee's failure to perform any obligations under this Section 10(c) will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been prejudiced due to such failure. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

- (d) If Consultant's Services or Work Product, other than any Client Materials, is or in Consultant's opinion is likely to be claimed to infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use thereof is enjoined or threatened to be enjoined, Consultant may, at its option and sole cost and expense: (i) obtain the right of Client to continue to use such Services or Work Product as contemplated by this Contract; (ii) modify or replace the allegedly infringing Services or Work Product with equivalent features and functionally that renders them non-infringing; or (iii) notify Client in writing to immediately cease any use of the Service or Work Product, or any specified part or feature thereof, provided that if such termination occurs within one year from performance or delivery thereof, Client will be entitled to a pro-rata refund of the fees paid for such Service or Work Product.
- (e) THIS SECTION 10 SETS FORTH CLIENT'S SOLE REMEDIES AND CONSULTANT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING ANY WORK PRODUCT) INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD PARTY IP RIGHT.

11. Export Laws

Each party shall comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and will not export or re-export, or allow the export or re-export of any product, technology, or information it obtains or learns pursuant to this Contract in violation of any such laws, restrictions or regulations.

12. Credit

Consultant shall have the right to name Client in a list of Consultant's clients, to include materials (including, but not limited to, sketches, mockups, wireframes, logos, brand assets, visual work in progress, but excluding any Client Confidential Materials) from the Project in the

Consultant's portfolio, and to include descriptions of and references to the Project in materials or announcements provided by Consultant to press and media outlets (including, but not limited to, social media outlets such as <https://www.linkedin.com>).

13. Term and Cancellation

This Contract becomes or became effective upon the earlier of the date on the Contract cover page or when Consultant first began providing Services hereunder and shall continue thereafter until the latest expiration date provided for in an effective SOW, or otherwise extended by written agreement of the parties, or earlier canceled pursuant to this Section 14 (the "Term"). Either party may cancel this Contract for any reason upon 30 days written notice, 15 days for nonpayment, or immediately for breach of Section 5 or Section 6 (Confidentiality or Ownership, respectively). In the event that any SOW referencing this Contract is reduced, postponed, or canceled at the request of the Client, 30 days written notice must be given. Otherwise, the Consultant shall have the right to retain full payment for the current team through the next 30 days. In the event this amount is less than the cost of Consultant's time and expenses already incurred, Consultant shall additionally invoice Client for the remaining amount, such invoice to be paid according to the terms hereof.

Upon the expiration or cancellation of the Contract or any SOW prior to the completion of the Project, Consultant shall cease all Services, and Client shall pay Consultant all amounts earned but not paid for all Services rendered prior to the expiration or cancellation, and for any other costs properly reimbursable under this Contract.

Section 3 (Payment), Section 5 (Confidentiality), Section 6 (Ownership), Section 7 (Third Party Materials), Section 8.c (Warranty Disclaimer), Section 9 (Limited Liability), Section 10 (Indemnity), Section 11 (Export Laws), Section 12 (Credit), Section 14 (Non-Solicitation), Section 15 (Governing Law), Section 16 (Progressive Dispute Resolution), Section 17 (General), Client's outstanding payment obligations, and any other provisions by their nature or context

are contemplated to survive expiration or cancellation of this Contract or applicable SOW, shall survive such expiration or cancellation.

14. Non-Solicitation

- (a) During the period of the Agreement and for one (1) year thereafter, neither party nor anyone acting on its behalf may directly or indirectly on their own account or for any other person: (a) solicit or offer to employ any employee of the other party involved in any respect with the Services or the performance of this Contract; or (b) induce or attempt to induce any such employee or independent contractor of the other party to leave their employment, or in any way interfere with the relationship between the other party and any such of its employees.
- (b) Notwithstanding the foregoing, generalized employee recruitment activities not directed at the employees of the other, so long as such recruiting party does not hire an individual knowing that the foregoing hiring restriction is being violated, shall not constitute a breach of the non-solicitation restriction.
- (c) In the event of a breach by a party of the foregoing restrictions, the other party shall be entitled to liquidated damages (not to be deemed a penalty) in an amount equal to the annualized salary or other compensation paid to the affected individual by the aggrieved party.

15. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England and Wales, without regard to the conflict of law provisions thereof. Subject to Section 17, any dispute or claim arising out of or in connection with this Contract or the performance, breach, or termination thereof shall be finally settled in in an English court of applicable jurisdiction. Each party agrees to waive trial by jury with respect to any claims arising out of or in connection with this Agreement. All remedies available to either party for one or more breaches by the

other party shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies.

16. Progressive Dispute Resolution

- (a) In the event of a dispute between the parties arising out of this Contract (“Dispute”), the parties agree to use their diligent good faith efforts to negotiate with one another to resolve the Dispute. Such efforts shall include at least one in-person or video conference of at least one executive-level officer of each party with authority to settle the Dispute. Reasonably prior to the conference, the parties will exchange position papers summarizing their respective positions of both parties and attaching relevant documents. All communications and writings exchanged between the parties in connection with such discussions shall be confidential and shall not be used or referred to in any subsequent binding process between the parties.
- (b) In the event the Dispute is not resolved through management negotiations within 30 days from the management conference, either party may elect to have the Dispute attempted to be resolved by mediation (in the county in which the non-electing party has its principal offices) under the auspices of JAMS or such other dispute resolution administrator utilizing its then applicable procedures. Each party shall participate in good faith, bear its own costs of the mediation, and share equally in the cost of the mediator and administrator.
- (c) In the event the Dispute is not resolved through mediation, it shall be resolved by binding arbitration under the Streamlined Arbitration Rules and Procedures then in force of JAMS, including its Appeal Procedures, or any other rules or organization upon which the parties may agree at that time (“Rules”), before a single arbitrator. The arbitration shall be conducted in London, England, or remotely in accordance with the Rules, and the proceedings shall be transcribed. The arbitrator will allow reasonable discovery to the extent consistent with the purpose of the arbitration, including providing a relatively expeditious, informal, inexpensive, and fair forum. The arbitrator

shall prepare in writing and provide to the parties an award including factual findings and the reasons on which his or her decision is based. If the parties find it necessary to go to court for prejudgment relief or similar proceedings, the sole jurisdiction and venue for actions is set forth in Section 16. The arbitration award may be enforced in any court of competent jurisdiction.

17. General

- (a) On a party's reasonable request, the other party shall, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Contract.
- (b) Consultant shall be entitled to recover its costs of collection, including without limitation fees incurred to compensate third party services for collection. Additionally, in the event of any adjudicatory proceedings arising out of or relating to this Contract (whether or not related to any collection efforts or billing disputes), Consultant shall be entitled to recover its reasonable attorneys' fees and costs.
- (c) Neither party may assign this Contract without the written consent of the other, except to an affiliate where:
 - (i) The affiliate has agreed in writing to be bound by the terms of this Contract;
 - (ii) The assigning party remains liable for its obligations under this Contract;
 - (iii) And the assigning party has notified the other party in writing of the assignment.Any other attempt to assign is void. For the avoidance of doubt, for purposes of this section Consultant's use of independent contractors in the performance of its Services under this Contract is not an assignment.
- (d) Consultant shall not be in breach of this Contract for any delay or failure to perform its obligations to the extent such failure or delay is caused by or results from fire, flood, earthquakes, tornadoes, hurricanes, explosion, war, strike, embargo, emergency governmental requirement (including, but not limited to, a change in requirements applicable to any Services or Work Product that materially affects its performance or the

benefits it would have otherwise received under this Contract), civil or military authority, epidemic, public emergency, actual or threatened act of terrorism, act of God, inability to obtain raw materials or supplies of third-party goods or services, acts or omissions of carriers, power or communication disruptions, and other similar causes beyond its control ("Force Majeure Event").

- (e) In the event any provision of this Contract is found by a court or arbitrator to be unenforceable, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it is intended that the parties shall receive the benefits contemplated herein to the fullest extent permitted by law.
- (f) No delay or omission by any party in enforcing any of its rights or remedies hereunder will impair such right or remedy or be deemed to be a waiver thereof. No amendment or waiver will be valid unless in writing and signed by both parties.
- (g) All remedies available to either party for one or more breaches by the other party shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies.
- (h) The headings in this Contract are for the convenience of the parties only, are not substantive, and shall not be used to construe or interpret any provision herein. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement are hereby waived and may not be employed in the interpretation of this Contract, or any SOWs or other attachment thereto, or any amendments to any of the foregoing.
- (i) This Contract and each SOW constitutes the entire agreement between the Consultant and the Client regarding each Project under its SOW and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. It becomes effective only when it and an applicable SOW are signed by both parties. It is in the spirit of this Contract that this will be a mutually beneficial arrangement for Client and Consultant.
- (j) This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Signatures

transmitted electronically and/or through a compliant electronic signature platform (such as DocuSign and PandaDocs) shall have the same effect as original signatures.

[Signatures on following page]

Both parties warrant that they have read and understand the terms outlined in this Contract.

#{client name}

Thoughtbot Limited

Signature	<hr/>	<hr/>
Name	<hr/>	<hr/>
Title	<hr/>	<hr/>
Date	<hr/>	<hr/>