

## STUDIO AGREEMENT BETWEEN ARTCOMPILER AND [Founder]

[Date]

The following is a summary of the principal terms with respect to the development of software products by [Artcompiler] (the “Studio”) for [Founder] (the “Founder”) in exchange for fees, and equity of [Company] (the “Company”). Except for the section entitled “Confidentiality,” this summary of terms does not constitute a legally binding obligation. The parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed by the parties.

<b>Form</b>	Founder will establish a suitable entity for the Company, clear of any prior liabilities and subject to Delaware law.
<b>Intellectual Property</b>	Intellectual property produced for the Company will be owned by the Company but shall not include underlying technology or any other resources utilized by Studio as designated by an open source license.
<b>Required Capital Investment</b>	Founder will contribute \$[100,000] in \$[5,000] installments every four-weeks (totaling 80 weeks or 20 four-week cycles) to cover applicable Studio fees.
<b>Studio Fees</b>	Company agrees to pay Studio \$[5,000] per cycle to be paid on the first day of each cycle.
<b>Studio Equity</b>	In return for discounted Studio fees, Studio will vest a [5]% equity interest in the Company upon completion of each set of [five] four-week cycles, for a total of [20%] equity interest, with pro rata rights, at the completion of the project.
<b>Equity Buy Back</b>	On Founder’s request, Studio agrees to sell [10%] equity in Company to Founder upon completion of the project at the price of [\$100,000]. This right must be exercised within [30] days of completion of the 20th cycle.
<b>Pause in work</b>	Company or Studio will have the right to pause development before the commencement of any cycle. Development will resume upon agreement of both Company and Studio. In the case of i) a Company initiated Pause lasting [3] cycles, or ii) Company initiated Pauses lasting a total of [6] cycles will be treated as a Termination by the Company at the option of Studio.
<b>Termination</b>	Company or Studio may terminate further work during any pause in development. Termination will not subject Studio to any obligations to refrain from future projects that may be competitive with the Company. Termination by Company will vest any remaining Studio Equity.
<b>Information Rights</b>	The Studio is entitled to standard information and inspection rights.
<b>Board Observer</b>	The Studio will be entitled to attend Board Meetings as an observer upon its request, subject to executing a standard form observer confidentiality agreement.

**Participation Rights**

The Studio will have the right to participate on a pro rata basis in subsequent issuances of equity securities, subject to customary exclusions.

**Confidentiality**

Without the consent of the Studio, the Company shall not disclose these terms to anyone other than the Company's officers, directors, and key service providers.

FOUNDER:

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STUDIO:

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_