

ON-GOING SOFTWARE DEVELOPMENT AGREEMENT

This On-going Software Development Agreement is a legal agreement ("OSDA") between Carvajal Consultants, Inc., a Florida corporation ("Developer"), with a mailing address of PO Box 370087, Miami, Florida 33137; and the customer "(Client)" which is a signatory of the Service Subscription Form, and shall be effective as the date of signature indicated in the Service Subscription Form ("Effective Date").

RECITALS

WHEREAS, Developer is engaged in the business of computer application development, including technical consulting services, software development and maintenance,

WHEREAS, Client wishes to utilize the services of Developer in connection with the development and implementation of certain software to be used as a tool in his business (the "Software").

NOW, THEREFORE, Developer and Client agree as follows:

1. Scope of Services

Developer will perform the services assigned by the Client in written form using an issue tracking software. Client will cooperate with Developer's reasonable requests for information and data necessary for the completion of the Work.

2. Price and Payment Terms

Client agrees to pay Developer for the services based on story points, with each point priced as set forth in the Service Subscription Form. The monthly minimum story points is stated in the Service Subscription Form, at least this number of story points will be billed monthly. An invoice will be sent to the Client, detailing the work done and the amount of story points for the month. The price set forth in this OSDA does not include taxes. If Developer is required to pay any federal, state or local taxes based on the services provided under this OSDA, these will be separately billed to Client. Developer will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

3. Term and Termination

The term of this OSDA will be 2 years from the date of the Service Subscription Form. Either party may terminate this OSDA without cause, provided that the terminating party has given the other party at least ninety (90) days written notice.

In the event of termination, Client agrees to fulfill any outstanding payment obligations for services and the minimum on-going service fee up to the effective termination date. Client shall pay any outstanding invoices within 15 days of the termination date.

4. Ownership of Intellectual Property

Client will retain ownership of all proprietary rights to the Software developed pursuant to this OSDA.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer's Work.

B. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this OSDA.

C. These obligations of confidentiality will extend for a period of three (3) years after the termination of this OSDA, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Developer warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Developer's Work to Developer in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Developer's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS OSDA. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Developer's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Developer harmless against any claims incurred by Developer arising out of or in conjunction with Client's breach of this OSDA, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Developer's total liability under this OSDA with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Developer.

8. Relation of Parties

The performance by Developer of its duties and obligations under this OSDA will be that of an independent contractor, and nothing in this OSDA will create or imply an agency relationship between Developer and Client, nor will this OSDA be deemed to constitute a joint venture or partnership between the parties.

9. Employee Solicitation/Hiring

During the period of this OSDA and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

10. Non-assignment

Neither party will assign this OSDA, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This OSDA will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

11. Arbitration

Any dispute arising under this OSDA will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this OSDA will be governed by and construed and interpreted in accordance with the laws of the State of Florida. The arbitration will be held in Florida. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this OSDA. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

12. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this OSDA, the prevailing party will be entitled to reasonable attorneys' fees and costs.

13. Severability

If any term of this OSDA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this OSDA will remain in full force and effect.

14. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this OSDA to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

15. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This OSDA may be modified only by a written instrument executed by authorized representatives of the parties hereto.

16. Entire Agreement

This OSDA, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior

agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this OSDA by any representations or promises not specifically stated herein.