

Operating Agreement — The Sprint

Architecture + prototype sprint for Strangeland, a Common Era program · two weeks · \$7,500 fixed, credited toward the build · July 2026

PROVIDER**Signalform Studio LLC**

Mike Marrotte · mike@signalformstudio.com

CLIENT**Common Era**

Jaime Westendarp · Program Director, Strangeland

1. THE WORK

Signalform will run a two-week architecture and prototype sprint for Strangeland. The sprint is two consecutive weeks, beginning at the first working session, scheduled within two weeks of countersignature or payment, whichever comes first; the sprint closes at the end of that two-week window. Week one: three working sessions over video in which the program director's own working system is built in real time — a private chat that takes what she sends it and files it, plus her live view of the program. Week two: program leaders are brought in, and a working first version of the program-wide system is built from what week one surfaced — it counts as working when a leader can submit an activation from a phone and it appears, filed, in the program view. The sprint closes with: a map of the program's people, workflows, and current tools; a privacy and permissions model; a written definition of September scope, including what version one leaves out; a rollout plan for the full program; a fixed-price proposal for the build; and a demonstration suitable to put in front of the program's funders. Scope is limited to this — nothing in this agreement commits either party to the build.

2. FEE, PAYMENT, AND THE CREDIT

\$7,500, fixed, for the scope above — invoiced on reservation or countersignature, net 15, payable by bank transfer or check. This is the whole fee for the sprint: no hourly charges, overages, or surprise invoices. If the parties proceed to the build within 60 days of the sprint's close, the full \$7,500 is credited against the build fee. Work outside the scope above is quoted and agreed in writing before it starts.

3. WHAT THE CLIENT PROVIDES

The service accounts the system runs on — the AI provider (Anthropic) and hosting, roughly \$50–200 per month depending on volume — held and paid for by the client directly, and somewhere for the system to stay running: a hosted option or an always-on machine. Signalform recommends and sets these up as part of the sprint.

4. OWNERSHIP

Everything built here — the prototype, its configuration, the written architecture, and all data in it — belongs to the client outright, as plain portable files. Signalform retains ownership of its own pre-existing tooling and methods, which the client is licensed to use and keep running indefinitely, with no fee and no expiry; this license transfers with the system, including to a successor program. Nothing here creates lock-in: at any point the client can take the files and walk.

5. CONFIDENTIALITY

Material the client puts into the system, and anything Signalform learns about Strangeland or its funders in the course of the work, is confidential. It is not shared, published, or used to train anything.

6. WRITING ABOUT THE WORK

Signalform would like to write about this engagement. Nothing is published without the client's written approval of the specific piece.

7. ENDING IT

Either party may end the sprint at any time with written notice, for any reason, with no explanation owed. Fees are prorated to the notice date by calendar days of the two-week window, and any balance owed back to the client is refunded within seven days by the method it was paid. Whatever has been built stays with the client. Neither party owes the other a build.

8. STATUS

Signalform Studio LLC engages as an independent contractor and carries its own taxes, insurance, and equipment. Each signer confirms they have authority to bind their party. Each party's total liability under this agreement is capped at the fee paid, and neither party is liable for indirect or consequential damages. This agreement is governed by the laws of the State of Utah, is the whole agreement for the sprint, and replaces anything said or written before it.

Countersigned below, this confirms **the Architecture + Prototype Sprint at \$7,500 fixed**, on the scope and terms above.

Jaime Westendarp

For Common Era · Strangeland

Mike Marrotte

Signalform Studio LLC

DATE

DATE