

# SOFTWARE DEVELOPMENT AND REVENUE SHARING AGREEMENT (v3.2)

This Software Development and Revenue Sharing Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **TheFireDev LLC**, a California limited liability company (“Developer”), with its principal place of business as set forth in **Exhibit C**; and **Mentoloop, LLC**, a Texas limited liability company (“Company”), with its principal place of business as set forth in **Exhibit C**.

## RECITALS

**WHEREAS**, Developer has designed, developed, deployed, and continues to refine a healthcare clinical placement platform for Company, including (without limitation) the site located at **sandboxmentoloop.online** and its successor primary domain **mentoloop.com** (together, the “Platform”);

**WHEREAS**, the Platform incorporates advanced technologies including AI-powered matching, real-time database architecture, authentication, billing, and third-party integrations, and is configured to support Company’s HIPAA compliance obligations; and Company shall remain solely responsible for all legal/regulatory compliance (including HIPAA), Business Associate Agreements, and operational safeguards;

**WHEREAS**, the parties desire to document compensation for work performed to date and to establish a limited-term revenue sharing arrangement while Company scales the Platform; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

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## 1. COMPLETED WORK; VERSION 1.0 SCOPE

**1.1 Acknowledgment.** Company acknowledges delivery of a functional Platform including source code,

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configuration, and related materials. The Platform includes, without limitation: Next.js 15 application, Convex database, Clerk authentication, AI integrations (OpenAI and Google Gemini), SendGrid/Twilio, and associated front- and back-end components.

**1.2 Version 1.0 Hardening & Acceptance.** Developer will perform reasonable stabilization to reach **Version 1.0 (“v1.0”)** as defined in **Exhibit D**. Upon the earlier of (a) Company’s written acceptance that v1.0 criteria are met; or (b) five (5) business days after production deployment that materially satisfies Exhibit D with no Sev-1 defects blocking core flows, the work is deemed **Accepted**. After Acceptance, Developer has **no ongoing obligation** to provide development, maintenance, or support unless separately agreed in writing.

**1.3 Domain Transfers.** Upon receipt of the §2.1 Initial Payment, Developer shall cooperate to transfer **sandboxmentoloop.online** to Company’s registrar of choice and complete DNS cutover for **mentoloop.com** as the primary domain (details in Exhibit D). Company will bear registrar/DNS fees.

**1.4 Background IP.** As between the parties, Developer retains all right, title, and interest in Developer’s pre-existing tools, libraries, templates, frameworks, know-how, and generic components (“**Background IP**”). Subject to §2.1 payment, Developer grants Company a perpetual, worldwide, irrevocable, royalty-free license to use Background IP **solely as incorporated into** or necessary to operate the Platform.

**1.5 Third-Party Services & Open Source.** Company shall maintain its own accounts and licenses (including OpenAI, Google, **Stripe**, Clerk, Convex, SendGrid, Twilio, hosting, and observability) and comply with applicable third-party terms and open-source licenses. Developer makes no warranty regarding third-party services.

**1.6 Payment Processing (Stripe / Clerk Billing).**

(a) **Accounts & Control.** Company will operate payment processing under a Company-owned **Stripe** account and/or **Clerk Billing** linked to Company’s Stripe. All products, prices, refunds, chargebacks, tax settings, payout schedules, and platform/Connect settings (if used) are Company-controlled.

(b) **No Funds Handling by Developer.** Developer does not accept, hold, process, or settle end-user payments, is not a merchant of record, and is not responsible for Stripe balances, payouts, reserves, chargebacks, or card-network fines.

(c) **PCI & Data Handling.** The Platform shall use Stripe-hosted Checkout/Elements or Clerk-hosted components such that card data is not handled by Developer systems. Company is responsible for its PCI-DSS obligations (e.g., SAQ-A) and for ensuring no PHI is transmitted to Stripe except as consistent with Company’s compliance program.

(d) **Webhooks.** Company will provide secrets and endpoints for production webhooks. The Platform will

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verify signatures and handle at minimum: `checkout.session.completed`, `payment_intent.succeeded`, `charge.refunded`, and `charge.dispute.created` (see Exhibit F). Company is responsible for operational response to disputes and refunds.

(e) **Taxes & Receipts.** Company is solely responsible for tax collection/remittance (e.g., Stripe Tax if enabled), invoicing, and customer receipts.

(f) **Handover.** Prior to v1.0 Acceptance, Developer will document Stripe/Clerk keys, environment variables, and webhook endpoints and confirm a successful live-mode test transaction.

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## 2. COMPENSATION

**2.1 Initial Payment (Revised).** Within five (5) business days of execution, Company shall pay Developer a one-time payment of **US \$40,000.00** by wire/ACH. This recognizes work performed since **July 1, 2025** and is non-refundable. Late amounts accrue interest at **1.0% per month** or the maximum lawful rate, whichever is lower, until paid.

**2.2 Revenue Share (Tiers).** For **five (5) years** from the Effective Date, Company shall pay Developer a percentage of **Gross Revenue** (defined in §2.3) on an **annual** basis, paid **quarterly** per §2.4:

- Up to and including **\$1,000,000** annual Gross Revenue: **40%**
- Over \$1,000,000 and up to and including \$3,000,000: **25%**
- Over \$3,000,000: **15%**

**2.3 Gross Revenue; Anti-Avoidance.** “**Gross Revenue**” means all revenue collected by Company or its Affiliates, successors, assigns, licensees, resellers, or white-label partners from any source directly or indirectly related to the Platform or any successor, rebrand, derivative work, or substantially similar offering, including subscription fees, transaction fees, licensing, partnership revenues, data access/monetization, and advertising, **excluding only** (a) taxes collected/remitted; and (b) refunds/chargebacks. Company shall not structure arrangements with the **primary purpose** to reduce amounts payable hereunder; intercompany/affiliate transactions must be arm’s-length at fair-market value.

**2.4 Statements; Payment Mechanics.** Revenue-share amounts shall be calculated and **paid quarterly** within thirty (30) days after each calendar quarter. Quarterly payments are calculated on a **cumulative YTD** basis with a Q4 **true-up** to reflect tier thresholds; prior payments are credited. Each payment shall include a written statement showing Gross Revenue and applicable tier. On request, Company will provide links/read-only access to Stripe (or Clerk/Stripe) dashboards and accounting reports reasonably

necessary to validate statements. All payments via ACH/wire to Developer's account in **Exhibit A**. Late payments accrue interest per §2.1.

**2.5 Cap and Company Buy-Out.** Revenue-share obligations continue **until the earlier of:** (a) **five (5) years** from the Effective Date; **or** (b) the date cumulative revenue-share payments to Developer equal **US \$600,000** (the "**Cap**"). Company may at any time **buy out** the remaining obligation by paying the **difference between the Cap and all revenue-share paid to date** (the "**Buy-Out Amount**"). Conditions precedent: (i) Company has paid all accrued amounts (including interest); (ii) Company is not in uncured material breach; and (iii) Company (and any acquirer/assignee) acknowledges compliance with §§2.4–3 through the buy-out closing. Upon Developer's receipt of the Cap or Buy-Out Amount, §§2.2–3 and §5.2 terminate; accrued but unpaid amounts remain due.

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### 3. REPORTING AND AUDIT RIGHTS

**3.1 Reporting & Access.** Company shall maintain accurate and complete books/records relating to Gross Revenue and retain them for seven (7) years. Within thirty (30) days after each quarter, Company will provide the statement described in §2.4 and, upon reasonable request, read-only access to payment processor dashboards (e.g., **Stripe**), subscription analytics, and accounting reports sufficient to validate Gross Revenue.

**3.2 Audit.** No more than once per calendar year, upon fifteen (15) business days' notice, Developer may audit records relevant to Gross Revenue during normal business hours. If an audit reveals an **underpayment exceeding five percent (5%)** for any audited period, Company shall promptly pay the shortfall, interest per §2.1, and Developer's reasonable audit costs.

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### 4. INTELLECTUAL PROPERTY

**4.1 Ownership of Deliverables.** Upon receipt of the §2.1 Initial Payment, Company owns all intellectual property rights in the Platform deliverables **as provided by Developer**, excluding the Background IP licensed under §1.4. Ownership remains subject to Developer's revenue-share, audit, and portfolio rights.

**4.2 Developer Portfolio Rights.** Developer may reference the Platform in its portfolio, marketing materials, and professional representations, and may use non-confidential descriptions and screenshots for such purposes.

**4.3 Limited Moral Rights Waiver.** To the limited extent necessary for Company to use, modify, and

distribute the Platform, Developer waives moral rights; nothing limits Developer’s §4.2 portfolio rights.

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## 5. SUCCESSOR & ACQUISITION PROVISIONS

**5.1 Binding on Successors; Assignment.** This Agreement binds and benefits the parties and their successors/permitted assigns. Company may not assign without Developer’s prior written consent, except in a merger, acquisition, or sale of substantially all assets, **provided** the acquirer expressly assumes all obligations, including revenue-share and audit rights.

**5.2 Acceleration on Change of Control.** Upon any Change of Control (more than 50% ownership change or sale of substantially all assets), at Developer’s option: (a) the revenue-share continues on existing terms; or (b) Company shall pay a lump sum equal to 2.5× the Reference Annual Revenue Share (the greater of: last full quarter’s revenue-share × 4; or average monthly revenue-share over the last six (6) months × 12). The lump sum is due at closing and must be funded from proceeds or placed in escrow for Developer’s benefit.

**5.3 Right of First Refusal on Platform Disposition.**

(a) **Triggered Transactions.** For so long as any obligations under §§2.2–3 or §5.2 remain in effect, Company shall not consummate any Disposition of the Platform or any material portion of the Platform IP to a third party, other than a Permitted Transfer, unless it has first complied with this §5.3. “Disposition” includes any sale, assignment, exclusive license, transfer, or other conveyance of ownership or exclusive exploitation rights.

(b) **Notice of Bona Fide Offer.** If Company receives a bona fide written third-party offer to effect a Disposition that Company desires to accept (the “Offer”), Company shall deliver to Developer a notice setting forth the identity of the offeror and all material terms including price and any non-cash consideration, escrow/holdbacks, assumed liabilities, and closing conditions, together with a redacted term sheet or draft agreement sufficient to evaluate the Offer.

(c) **Exercise.** Developer shall have thirty (30) days after receipt of such notice (the “ROFR Period”) to elect to purchase or license on the same terms by written notice to Company. If the Offer includes non-cash consideration, Developer may elect to pay the cash equivalent of such consideration at fair market value. Closing shall occur within forty-five (45) days after exercise, subject to customary definitive agreements.

(d) **Failure to Exercise.** If Developer does not timely exercise, Company may consummate the Disposition with the identified offeror on terms no more favorable to such offeror than those set forth in the notice

and with a closing within one hundred twenty (120) days; otherwise, the Disposition shall again be subject to this §5.3.

(e) Permitted Transfers. The foregoing shall not apply to (i) internal reorganizations or transfers for bona fide financing purposes in which, after the transaction, Company (or its successor) remains obligated under this Agreement; (ii) liens or security interests granted in the ordinary course; (iii) non-exclusive licenses in the ordinary course; or (iv) a Change of Control transaction, provided that at closing Company complies with §5.2 or, if §2.5 has been satisfied prior to closing, the acquirer assumes any surviving obligations under §§2.3 and 3 through closing.

(f) Confidentiality; No-Shop. During the ROFR Period, each party shall keep Offer terms confidential, and Company shall not solicit or shop alternative offers.

(g) Sunset. This §5.3 terminates upon Company's satisfaction of §2.5 (Cap or Buy-Out).

(h) Packaged Deals. If an Offer is bundled with other assets or businesses, the parties shall in good faith allocate a price to the Platform and related Platform IP. If they cannot agree within ten (10) days, the allocation shall be determined by an independent valuation firm mutually selected (or, failing agreement, appointed by AAA) and split equally. Developer may exercise this §5.3 with respect to the Platform at the allocated price.

#### 5.4 (Optional) Right of First Offer on Post-Acceptance Engineering.

For twelve (12) months following v1.0 Acceptance, before engaging any third-party to perform material feature development, refactoring, or re-platforming work on the Platform reasonably estimated to exceed forty (40) engineer hours or US \$25,000 in fees, Company shall first offer such work to Developer including a reasonable statement of scope. Developer shall have ten (10) business days to submit a good-faith proposal. If the parties do not execute a statement of work within fifteen (15) business days after Developer's proposal, Company may engage a third-party on terms not materially less favorable to Company than those offered to Developer.

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## 6. REPRESENTATIONS; INDEMNITIES; LIMITATIONS

**6.1 Developer Representations.** Developer has full right and authority to enter into this Agreement and, to Developer's knowledge, the deliverables as provided do not infringe third-party IP rights.

**6.2 Company Representations.** Company has full right and authority to enter into this Agreement and will operate the Platform in good faith to maximize revenue potential and comply with applicable laws and third-party terms.

**6.3 Disclaimers.** EXCEPT AS EXPRESSLY STATED, THE PLATFORM AND DELIVERABLES ARE PROVIDED “AS IS,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. DEVELOPER DOES NOT WARRANT LEGAL OR REGULATORY COMPLIANCE (INCLUDING HIPAA/PCI); SUCH COMPLIANCE IS COMPANY’S RESPONSIBILITY.

**6.4 Indemnities.** (a) **By Developer (IP-Only).** Developer will defend and indemnify Company from third-party claims alleging that the deliverables **as provided** and used as intended without modification infringe such party’s IP rights; Developer may procure the right to continue use, replace, or modify the deliverables to be non-infringing. (b) **By Company.** Company will defend and indemnify Developer from claims arising from Company’s operation/configuration of the Platform, handling of data, regulatory compliance (including HIPAA/PCI), or use of third-party services, except to the extent finally determined to be caused by Developer’s willful misconduct.

**6.5 Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. EXCEPT FOR PAYMENT AND INDEMNITY OBLIGATIONS, EACH PARTY’S TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF: (i) AMOUNTS PAID OR PAYABLE TO DEVELOPER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT; OR (ii) **US \$25,000**. These limits apply to the maximum extent permitted by law.

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## 7. TERM; TERMINATION

**7.1 Term.** The revenue-sharing provisions remain in effect for **five (5) years** from the Effective Date, unless earlier terminated pursuant to §2.5 or §5.2.

**7.2 Survival.** Accrued but unpaid revenue-share amounts, audit rights, and provisions that by their nature should survive will survive termination/expiration.

**7.3 No Circumvention / Shutdown.** Company will not discontinue the Platform or route revenue through an Affiliate, licensee, reseller, rebrand, or substantially similar service **for the purpose of** avoiding or reducing amounts payable to Developer.

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## 8. GENERAL

**8.1 Governing Law; Venue.** California law governs; venue/seat for arbitration and any permitted court proceedings is **Los Angeles County, California**.

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**8.2 Dispute Resolution; Arbitration.** Parties shall first attempt to resolve disputes in good faith within thirty (30) days. Unresolved disputes shall be submitted to **binding AAA arbitration** under the Commercial Rules, before a single arbitrator in Los Angeles County, California. The arbitration is confidential; the award may be entered in any court of competent jurisdiction.

**8.3 Independent Contractor.** The parties are independent contractors; nothing creates a partnership, joint venture, or employment relationship.

**8.4 Confidentiality.** Each party shall protect the other's non-public information with at least reasonable care and use it only to perform under this Agreement. §4.2 applies to non-confidential uses only.

**8.5 Fees.** The prevailing party in any action to enforce this Agreement is entitled to reasonable attorneys' fees and costs.

**8.6 Force Majeure.** Neither party is liable for delays/failures due to causes beyond its reasonable control.

**8.7 Notices.** Notices must be in writing and delivered by email with confirmation of receipt or by certified mail to the contacts in **Exhibit C** (as updated by notice). Email notice is effective upon acknowledged receipt.

**8.8 Non-Disparagement (Carve-Outs).** Each party agrees not to make disparaging statements about the other party or the Platform that could harm business relationships or reputation; nothing prohibits truthful statements in legal proceedings, governmental inquiries, compelled testimony, or confidential communications with investors, lenders, or professional advisors.

**8.9 Counterparts; E-Signatures.** This Agreement may be executed in counterparts, including by electronic signature, each deemed an original.

**8.10 Entire Agreement; Amendment; Severability.** This is the entire agreement regarding its subject matter and supersedes prior or contemporaneous understandings. Amendments require a signed writing of both parties. If any provision is held invalid/unenforceable, the remainder remains in full force and effect.

**8.11 Definitions.** "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of voting interests or power to direct management/policies.

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## SIGNATURES

### THEFIREDEV LLC

By: \_\_\_\_\_

Name: **Tanner Osterkamp**

Title: **Managing Member**

Date: \_\_\_\_\_

### MENTOLOOP, LLC

By: \_\_\_\_\_

Name: **Edwin Batista**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT A — Wiring Instructions (TheFireDev LLC)

Remit all payments by ACH or domestic wire using the following details. Include the Agreement Doc ID and invoice/reference in the memo.

### ACH (USD)

Beneficiary: TheFireDev LLC

Bank Name: [Bank Name]

Routing (ACH): [XXXXXXXXXX]

Account Number: [XXXXXXXXXXXXXX]

Account Type: [Checking/Savings]

Payment Reference: **TFD-ML-RevShare-v3.2 / Invoice # / Company Name**

### Domestic Wire (USD)

Beneficiary: TheFireDev LLC

Bank Name: [Bank Name]

Routing (WIRE/ABA): [XXXXXXXXXX]

Account Number: [XXXXXXXXXXXXXX]

SWIFT/BIC (if applicable): [XXXXXXXXXX]

Bank Address: [Bank Street, City, State ZIP]

Payment Reference: **TFD-ML-RevShare-v3.2 / Invoice # / Company Name**

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Remittance Advice Email: **tanner@thefiredev.com**

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**EXHIBIT B — Revenue Share Examples & True-Up**

Updated for \$2.2 (40% / 25% / 15% tiers) and \$2.5 Cap/Buy-Out (Cap: \$600,000; 5-year term).

Scenario 1 — \$600,000 Annual Gross Revenue.

$40\% \times \$600,000 = \$240,000$  total for the year. Illustrative equal quarters: ~\$60,000/quarter, with minor year-end true-up.

Scenario 2 — \$1,800,000 Annual Gross Revenue.

$(40\% \times \$1,000,000) + (25\% \times \$800,000) = \$400,000 + \$200,000 = \$600,000$ . Cap is reached during the year; quarterly payments stop in the quarter when cumulative YTD payments hit \$600,000. No further revenue-share is owed thereafter.

Scenario 3 — \$3,500,000 Annual Gross Revenue.

Without the Cap:  $(40\% \times \$1,000,000) + (25\% \times \$2,000,000) + (15\% \times \$500,000) = \$975,000$ . With the Cap: payments cease once cumulative payments equal \$600,000 (reached before year-end).

Refunds/Chargebacks Example.

If \$25,000 in refunds post in Q3, Gross Revenue is reduced accordingly and any overpayment is credited in the next statement. If the Cap has already been reached, statements should still reflect netting, but no additional payment is due.

Affiliate/White-Label Example.

Revenue collected by a rebranded affiliate (e.g., a partner school) counts toward Gross Revenue; arm's-length pricing is required (§2.3).

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Buy-Out Example.

If cumulative revenue-share paid to date is \$180,000, the Buy-Out Amount is \$420,000 (Cap \$600,000 minus \$180,000), subject to §2.5 conditions precedent. Upon payment, §2.2–3 and §5.2 terminate.

Change of Control Note.

**If the Cap or Buy-Out has been satisfied prior to a Change of Control, §5.2 acceleration no longer applies per §2.5.**

## EXHIBIT C — Notices & Contacts

**TheFireDev LLC (Developer)**

Attn: Legal

**36 Imperatrice**

**Dana Point, CA 92629**

United States

Email: **tanner@thefiredev.com**

Phone: **714-403-6569**

**Mentoloop, LLC (Company)**

Attn: Legal

[Street Address]

[City, State ZIP]

United States

Email: **legal@mentoloop.com**

Phone: [###-###-####]

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## EXHIBIT D — v1.0 Acceptance Criteria & Domain Transfers

### D.1 Acceptance Criteria (core flows must function without Sev-1 defects):

1. **User onboarding & auth** (Clerk) for students and preceptors; role-based routing.
2. **Payments**: Production-mode **Stripe** Checkout/Elements or Clerk Billing integrated; at least one successful live transaction; graceful failure messaging; refund flow verified.

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3. **Student intake:** form completion, eligibility checks, and record creation in Convex; payment gating where required.
4. **Matching engine:** AI-assisted matching producing candidate preceptors; basic admin override tools.
5. **Messaging/notifications:** email (SendGrid) and SMS (Twilio) templates configured and sending for key events (intake confirmation, match status, admin notes).
6. **Admin dashboard:** search, filter, and basic reporting; logs/metrics accessible to Company.
7. **Hosting/observability:** production deploy on Company-controlled accounts; environment variables configured; uptime/health checks.
8. **Security:** reasonable defaults; access controls by role; secrets managed in platform env; no card data stored on the Platform.
9. **Handover:** GitHub access; documentation for environment variables; payment runbook; readme for deploy.

**D.2 Domain Transfers.** On receipt of §2.1 payment, Developer will: (i) transfer **sandboxmentoloop.online** to a Company-controlled registrar account; (ii) configure **mentoloop.com** as the primary domain with DNS cutover, SSL, and redirects; (iii) update environment variables for new domain. Registrar and DNS fees are Company's responsibility.

**D.3 Post-Acceptance.** After v1.0 Acceptance, further feature work or support is outside scope and requires a separate written agreement (time-and-materials or fixed bid).

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## EXHIBIT E — Non-Binding Effort Estimate (Context Only)

**E.1 Basis.** Commit history across Company-visible repositories (including **Apex-ai-net/MentoLoop** and **Apex-ai-net/MentoLoop-waitlist**) since July 1, 2025, plus major features delivered.

**E.2 Estimate.** Approx. **500–700 engineer hours** cumulative through the Effective Date, based on ~**200+** code commits, typical 2.5–3.0 hours per substantive commit, and time on integration/debugging.

**E.3 Notes.** This estimate is **informational only** and does not limit or expand payment obligations. The

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§2.1 deposit reflects a portion of this effort; the revenue-share and Cap provide the remaining recovery mechanism.

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## **EXHIBIT F — Stripe / Clerk Billing Production Checklist & Webhooks**

### **F.1 Accounts & Keys.**

- Stripe account under Company (production).
- If using Clerk Billing, connect Stripe to Clerk; confirm products/prices.
- Generate and securely store: `STRIPE_SECRET_KEY`, `STRIPE_WEBHOOK_SECRET`.
- Environment variables added to Netlify/Vercel and Convex.

### **F.2 Webhooks (min. events handled by Platform).**

- `checkout.session.completed` → provision/activate access.
- `payment_intent.succeeded` → confirm payment records.
- `charge.refunded` → update entitlement/reports.
- `charge.dispute.created` → flag account; notify admin.

### **F.3 Verification & Logging.**

- Verify signatures (Stripe-SDK).
- Persist webhook payload ids; idempotency enforced.
- Admin panel shows last 100 webhook events with status.

### **F.4 Test → Live Readiness.**

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- Test cards succeed/fail as expected.
- Taxes (if any) configured; receipt emails enabled.
- At least one **live** \$1.00 (or minimum) transaction completed and reconciled.
- Refund tested in live (if policy allows) or test mode with clear runbook.

**F.5 Responsibilities.**

- Company handles refunds, disputes, and responses to card networks.
- Developer provides runbooks and ensures technical handling of events until v1.0 Acceptance.

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