<u>Work Order Cum Agreement</u>

The purpose of this work order (Agreement) is to establish a contract between SuryaSoft Inc, a registered company in Delaware, referred to as the "Client," and Beau Maruf residing at 66 Station Road, Indooroopilly Queensland, Australia 4068, referred to as the "Developer". The Developer agrees to provide the specified software according to the terms outlined in the work order. It is important to note that the Developer does not impose any contractual obligations on the Client. The Client retains the right to terminate the service at any time if the delivery fails to meet the client's specified requirements as documented in this work order. **Developer** does not bind its client with any contract. The client reserves the right to cancel the service at any point of time in the event of failure of delivery as desired and documented by the client under this work order.

The client published a 3D self-Mannequin project on www.upwork.com using the userid ipvoyage.tech@gmail.com. Through this platform, the client and developer connected, and the developer assured the client of possessing the necessary capabilities to fulfill the project requirements outlined on www.upwork.com. Both parties agreed to the terms specified in this work order, which take precedence over any other terms and conditions.

1. Executive Summary of the Application

1.1 Web and Mobile Application Development: The first step is to develop a web interface and mobile application that is compatible with Android, iOS, Windows, and Mac platforms. Developer use web development frameworks such as React for the web interface and React Native for the mobile application.

1.2 Computer Vision and Machine Learning: The next step is to utilize advanced computer vision algorithms and machine learning techniques to process the images captured from different angles and generate an accurate 3D self-mannequin with realistic face and texture. Developer will be using computer vision libraries such as OpenCV and machine learning frameworks such as TensorFlow or PyTorch or any other tool to get the measurements and body shape accurately. Developer will be using powerful Full-body Mesh Recovery Deep Learning model- Pyramidal Mesh Alignment Feedback (PyMAF) for human mesh recovery.

1.3 Measurement System: The third step is to implement a robust measurement system that extracts body measurements from the 3D self-mannequin. Developer will use computer vision techniques such as pose estimation and keypoint detection to identify body landmarks and extract measurements. Developer will also use XGBoost deep learning model for 3D human measurement system.

1.4 360-Degree Visualization: The fourth step is to integrate a 360-degree visualization feature that allows users to virtually try on their tailored suits/dresses/sarees/blouse on the self-mannequin, assessing fitment and style from all angles. The developer will be using 3D rendering libraries such as Three.js or Babylon.js or any other software accepted by the client to meet this requirement.

1.5 User Login and Profile Management: The fifth step is to include a secure user login and profile management system, enabling users to easily access and update their measurements and view their complete history. Developer will use authentication and authorization frameworks such as OAuth or JWT or my own Auth system for Onliest users or to SuryaSoft Inc's third-party clients.

1.6 API Development: The sixth step is to develop comprehensive APIs for seamless integration with the client's website, facilitating a smooth user experience and centralized data management. The software shall be be developed as an independent tool, that will have capability to integrate with any 3rd party applications/ecommerce platforms. The Mannequin tool will be seamlessly integrated with various third-party websites, incorporating both their admin and regular user management functionalities. This integration will include the ability to manage predefined prices, as set within the Mannequin admin panel. By integrating these features, users will have a unified experience across different websites while utilizing the Mannequin tool. Developer will be using python web API framework - Django. The developer is responsible for integrating the Mannequin tool into Onliest LLC, a client of SuryaSoft Inc, and ensuring a seamless implementation and utilization of the tool on the website www.Onliestworld.com. The developer will work diligently to ensure a smooth and successful integration of the Mannequin tool into the client's website, allowing for its effective functionality and usage.

1.7 Admin Page: For the convenience of expedited development, the client provides an Admin template. This template will assist the developer in streamlining the development process by offering a pre-designed interface that can be readily utilized. By providing this Admin template, the client aims to facilitate an efficient and effective development workflow. Admin page shall facilitate user management, pricing module, content management, measurement definitions, customers profiles, their transactions and financial history, security, deals & discounts, API integration tools to the third party applications, payment gateways, usage traffic etc.

2. Intellectual Property Rights

The developer grants the client 100% unconditional rights to the code and libraries utilized in the tool. There will be no additional licensing costs associated with maintaining/using the code. The client has full ownership and control over the code without any limitations. The client possesses the authority to transfer full or partial rights to any third party as they deem fit, without incurring any recourse or limitations. This means that the client has the freedom to transfer these rights without any restrictions or consequences.

3. Development & Deployment Environments:

The client will provision development, staging, testing, and deployment environments to the developer. The developer will utilize these environments to develop, test, and deploy the code in accordance with the client's requirements. The developer has agreed that all development related to the mannequin component will exclusively take place within the client's designated development environment. At no point in time will any code be copied from this environment. By providing the necessary environments, the client enables the developer to efficiently carry out the development process and ensure smooth deployment of the code.

4. Self 3D mannequin Scope:

1. Development of a web interface and mobile application compatible with Android and iOS platforms, windows and Mac ensuring maximum user reach.
2. Utilization of advanced computer vision algorithms and machine learning techniques to process the images captured from different angles and generate an accurate 3D self-mannequin with realistic face and texture.
3. Implementation of a robust measurement system that extracts body measurements from the 3D self-mannequin, which will be used to create custom-fit tailored suits/dresses/sarees/blouse.
4. Integration of a 360-degree visualization feature that allows users to virtually try on their tailored suits/dresses/sarees/blouse on the self-mannequin, assessing fitment and style from all angles.
5. Inclusion of a secure user login and profile management system, enabling users to easily access and update their measurements and view their complete history.
6. Development of comprehensive APIs for seamless integration with our website, facilitating a smooth user experience and centralized data management.
7. We believe that our proposed solution will provide your customers with an unmatched personalized experience, transforming the process of purchasing custom-fit tailored suits/dresses/sarees/blouse into a convenient and enjoyable activity.
8. Predefined measurements to be populated after uploading the self-mannequin, user should be able to take measurements from point to point with the mouse and store in the measurements table. User should be able to drag and shrink the mannequin at specific area.
9. Admin area to maintain Global Measurement IDs, which are to be populated after reading the measurements from the self-mannequin. Users can also add exclusive additional Measurement IDs on their own in the user profile page. All the administration-related content described above will be implemented as specified.

10. Users can preset few predefined poses to check the dress on their self-mannequin in those poses.

Sample Sites for reference:
1. http://nettelo.com/nettelo-app/
2. https://tailor.guide/
3. Made to measure flow: https://www.youtube.com/watch?v=dON2oaBiZ-g

5. Documentation

The developer is obligated to furnish comprehensive documentation pertaining to the codebase, development procedures, and utilized libraries, among other relevant information. In addition, the developer is required to adhere to the client's approved standards for error codes, messages, and other related elements as specified in the Admin Panel. By adhering to these standards, the developer ensures consistency and compatibility with the client's desired specifications and expectations.

6. Contact & Communication Addresses

The client has posted the project exclusively on upwork.com for the purpose of development. Both parties mutually agree to maintain communication directly or through upwork.com until the development and deployment stages are successfully completed, following the terms specified in this work order. However, once the deployment phase is finalized, the client requires communication to occur directly, either through regular mail, email, or any other mutually agreed mode of digital communication. This ensures efficient and effective communication between the developer and the client beyond the development and deployment process.

6.1 Client - SuryaSoft Inc
1. Vijay K Penmetsa
   20059 Mattingly Ter, Gaithersburg, MD 20879, USA
   Ph: +1 240 789 9984, Vijay@SuryaSoftinc.com

2. Snehadeep Goli
   385 Westside drive #102, Gaithersburg MD 2088
   Ph: +1 682 390 5649, Snehadeep@Suryasoftinc.com

6.2 Developer

1. Beau Maruf

SuryaSoft Inc

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66 Station Road, Indooroopilly Queensland, Australia 4068
Ph: +61 491 570 159, bs07120418@gmail.com

Both the client and the developer have reached an agreement to conduct a weekly conference call, where they will discuss the project's progress, required modifications, address any open items, and exchange necessary information. It is understood that the client will document the minutes of these project meetings and maintain audio recordings for future reference, ensuring a comprehensive record of the discussions and decisions made during the project's lifespan. This practice serves as a valuable resource for any potential future needs or inquiries.

7. Coding Standards

a.   The use of standard data encryption protocols is mandatory, and developer is obligated to implement either the Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), Elliptic Curve Cryptography (ECC), or RSA for external and internal data movements, as well as for sensitive information that may result in legal consequences.
b.   Developer guarantees the security of the application's source code by preventing unauthorized disclosure and code leaks.

8. Data Modeling & Data Architecture

a.   Both developer and client will conclude on database platform either MySQL or NoSQL.
b.   The developer will establish standard data models while creating Entity Relationships and document appropriate data structures.
c.   Appropriate attributes will be designated for entities, such as objects, concepts, or events.
d.   The application will specify proper relationships and cardinalities.
e.   To avoid data redundancy and ensure data integrity, metadata/control data elements will be normalized.
f.   Data governance will be enforced to ensure compliance with regulatory requirements.
g.   A data architecture diagram will be furnished.

9. Testing

Developer undertakes following testing before releasing the website:

a) Unit Testing of all components
b) System Integration Testing
c) Functional Testing
d) Usability Testing
e) Performance Testing

f) Security Testing – Ensure to secure the sensitive user data, authentication, authorization, encryption, and vulnerability scanning etc.

g) Entitlements Testing: both user and admin staff's role and row level access testing

h) Compatibility Testing - compatibility with different devices, operating systems, and browsers to ensure that it works as intended on all platforms.

i) Accessibility Testing - This involves testing the platform's accessibility to ensure that it can be used by people with disabilities to follow Web Content Accessibility Guidelines (WCAG).

j) Integration Testing

10.   Backup & Disaster Mechanism

a) Developer shall provide essential tools for creating backups of the code, ensuring that all code is saved in a secure location to avoid any data loss due to unforeseen events.

b) In order to prevent data loss, Developer will provide essential tools for creating backups of the database. These tools will ensure that all data is saved in a secure location and is easily recoverable in case of a system failure or any other type of emergency.

c) Developer shall define disaster management procedures in the event of any unforeseen circumstances that might impact the system's availability. These procedures will be designed to minimize downtime and restore the system to its original state as quickly as possible.

11.   Postproduction support

Developer agrees for production support after deployment and integration with onliestworld.com for the below given production support price. As part of the 3 months free maintenance & post production support, developer agrees to support below given items to ensure the smooth operation and maintenance of the mannequin tool;

a) Technical support- SLAs

i. For all very critical items like website shutdown, payment gateway issues, and other critical issues that hamper user access to the website, Developer will respond and fix within 2 hours.

ii. For critical items related to user functionality issues, Developer will respond and fix within 5 hours.

iii. For non-critical items like general website issues that do not impact the commercial activity of the website, Developer will respond and fix within 24 hours.

b) Updates and upgrades for every 15 days – For any upgrades such as bug fixes.

c) Security updates – Necessary security patches will be applied to the system to ensure proper security against any cyber threats.

7.1 Monitoring and Issue Detection: This stage involves actively monitoring the system to identify any performance issues, errors, or anomalies. Monitoring tools and techniques are employed to track system health, resource utilization, and user behavior.

7.2 Incident Management: Once an issue is detected, an incident management process is initiated. This includes recording, prioritizing, and categorizing the reported issues, assigning them to appropriate teams or individuals for resolution, and tracking their progress until resolution.

7.3 Troubleshooting and Bug Fixing: This stage involves investigating and diagnosing reported issues or bugs and implementing necessary fixes. It may require collaboration between developers, testers, and system administrators to identify the root causes and implement corrective measures.

7.4 Performance Optimization: Continuous monitoring and analysis are conducted to optimize the system's performance. This may involve identifying and addressing bottlenecks, optimizing database queries, improving response times, and fine-tuning the system to enhance efficiency.

7.5 Security and Compliance: Ensuring the system's security and compliance with relevant regulations is crucial. Regular security assessments, vulnerability scans, and patches/updates are applied to mitigate potential risks. Compliance audits are conducted to ensure adherence to industry standards and legal requirements.

7.6 User Support and Training: Providing assistance to users, addressing their queries, and offering training resources or documentation to help them effectively utilize the system are important aspects of post-deployment support. This includes maintaining a helpdesk, knowledge base, or user forums to assist users.

7.7 Continuous Improvement: Post-deployment support also involves continuous improvement efforts. Feedback from users and stakeholders is gathered to identify areas for improvement, and enhancements or new features may be planned and implemented based on these insights.

Overall, post-deployment/production support aims to ensure the stability, performance, security, and user satisfaction of a software system after it has been deployed in a live environment.

12.   Commercials – Deployment & Production Support

Both parties have reached an agreement that the client will provide a payment of $4,500 for the successful completion of the scope outlined in this work order. The development process will commence promptly upon the mutual signing of this document by both parties. Furthermore, the client has consented to release the payments for each milestone in a phased manner, upon the developer's request and upon mutual sign-off through Upwork.com. The payment releases will align with the completion of each milestone, as detailed below:

Milestone	Milestone Details	Payment
1	3D full mesh reconstruction system with live faces	20%
2	3D measurement system using 3D full mesh reconstruction model	15%
3	Virtual dressing system with live face and body of the self-mannequin	15%
4	Complete web and mobile app development in SAS model	15%
5	Complete testing	15%
6	Integration and testing with onliestworld.com	20%
	Total Amount	**100%**

Note: Payment for the various project stages, including development, testing, deployment, integration with www.onliestworld.com, and a 3-month free production support period, shall be processed through the upwork.com platform. This 3-month free production support starts from the date of the integration with www.onliestworld.com and official sign-off by both parties. By utilizing upwork.com for payment processing and establishing clear pricing for ongoing support, both the client and the developer ensure transparency and a mutually beneficial arrangement throughout the project's duration. After the complete testing and deployment both developer and client agrees to sign off release document and the payments shall be released from Upwork accordingly.

Post Deployment/Production Support Charges: Starting from the 4th month, the client has agreed to pay $500 per month for production support of the tool. Additionally, for each additional 3rd party integration and support required, the client has agreed to pay $200 per month. These prices will remain fixed for the initial nine months, but they may be subject to review and adjustment based on the workload as needed. These charges shall be paid directly to the developer outside of the upwork.

13. PROJECT TIMELINES

Upon the signing of this comprehensive work order cum agreement by both parties, the designated delivery timelines will promptly commence. The project has been strategically divided into multiple milestones, with each milestone assigned a specific timeframe for its design, development, testing, and deployment phases, as illustrated below:

Milestone	Milestone Details	Calendar Days
1	3D full mesh reconstruction system with live faces	15
2	3D measurement system using 3D full mesh reconstruction model	10
3	Virtual dressing system with live face and body of the self-mannequin	10
4	Complete web and mobile app development in SAS model	10
5	Complete testing	5
6	Integration and testing with onliestworld.com	8
	Total Calendar Days	58

Note: Any extension of the allotted time must be mutually agreed upon by the client and documented in writing

14.   Code Confidentiality and rights

1) DEVELOPER acknowledges and agreed that SuryaSoft Inc has the complete rights on the code and the tools that are developed for Suryasoft. The code and tools will be registered under the US Copyrights Protection Program in the name of Suryasoft Inc.
2) DEVELOPER transfers Intellectual Property (IP) assignment to SuryaSoft as soon as the application is deployed. DEVELOPER guarantees that it will remove the code that was developed for SuryaSoft from all their servers.
3) During the maintenance of the website, any changes that are required will be updated or executed through a remote connection provided by the client.
4) DEVELOPER will help Suryasoft to register the code with the US Copyright Registration Office to establish ownership and protect against infringement.
5) DEVELOPER confirms that any code that was developed for SuryaSoft and their clients will be treated as exclusively for SuryaSoft.
6) DEVELOPER agrees that it will not use Suryasoft Code on the whole or part of the code or Brand or Business Ideas those are shared by the client to any third party.
7) DEVELOPER agrees that neither DEVELOPER nor its subsidiaries or their employees will use mannequin code or business ideas as their marketing references for all their future businesses.
8) DEVELOPER agrees to pay any demurrages for violation of code or business idea leaks/thefts.
9) Any violation of the terms defined in the contract will result in the termination of the contract, and the amount will be refunded with immediate effect.

15.   TERMS & CONDITIONS

Delivery	Delivery means time, during which the ordered goods will be delivered to the customer. The delivery period starts from the day the work order is being signed by both parties, An extension of delivery period will be applicable due to unforeseen reasons or circumstances beyond our control such as government regulations, strikes, delay in transport, loss or damage during transit, Act of God, etc.

Damage	Once Client accepts responsibility for the website/mannequin tool (the later of (a) project delivery with client Approval, or (b) the termination of any maintenance plan/s), Developer will not be liable for damages resulting from website issues, including any losses that may be incurred by the client or any third party, whether direct or consequential. This is because Developer will no longer have control over the website/tool/mobile application. Developer will remain liable to rectify workmanship defects as stated above.
Money Back Guarantee	Developer provides **100% money back guarantee** to its clients until the project is completed. And delivered with client's approval. Money Back guarantee is void after the client approves the final product.
Stock Photos	- Stock photos (stock photography) are professional photographs of common places, landmarks, Nature, events or people that are bought and sold on a royalty-free basis and can be used and reused for commercial design purposes. Usage of such will be developer responsibility and developer will provide client the copyrights to use them.
Re-use of the Client's code or Development.	Developer guarantees that it will never re-use the code, content, UX developed for the client. And the data learned and captured while integrating the 3rd party integrations brought by the client.
Marketing References	Developer agrees that it will not publish Client's development, or use of the Client's brand or website on our website for any marketing references without obtaining client's written authorization.

16. CONFIDENTIALITY

This confidentiality agreement ("Agreement") is made and entered into as of the date of contract between Suryasoft and Developer for Development ("Recipient").

Confidential Information: "Confidential Information" means any and all information and data, whether oral or written, disclosed by Suryasoft to Recipient that is not generally known to the public, including but not limited to, proprietary software, trade secrets, technical data, financial information, business plans, customer lists, and marketing plans.

Protection of Confidential Information: Recipient agrees to maintain the Confidential Information in strict confidence and to use the Confidential Information only for the purpose of performing services for Suryasoft.

No Disclosure: Recipient agrees not to disclose or permit access to the Confidential Information to any third party without Suryasoft's prior written consent.

Return of Confidential Information: Upon completion of the engagement, Recipient agrees to return all Confidential Information to Suryasoft, including any copies, summaries or extracts thereof.

Remedies: Recipient acknowledges that any breach of this Agreement may cause irreparable harm to Suryasoft and that in addition to any other remedies available at law or in equity, Suryasoft shall be entitled to injunctive relief to enforce the provisions of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Suryasoft is located.

Entire Agreement: This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements between the parties, whether oral or written.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Term: This Agreement shall continue in effect for the duration of the engagement between Suryasoft and Recipient, and shall survive termination of the engagement.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IMPORTANT:
- The above services are listed at a onetime cost for the complete development and deployment, with no monthly or yearly service charges to be paid.
- Any other services apart from the ones listed are going to be additional.
- The client is entitled to a 100% money back guarantee in case of any inconvenience
- Refund is not applicable simply on the basis of "Change of Mind".
- This contract was signed under the jurisdiction of the United States, and any disputes arising from this contract/work order cum agreement will be resolved either in the State of Delaware, the State of Maryland, or at the customer's preferred location as designated by Suryasoft.

17.   ACCEPTANCE

By signing this work order cum agreement, both parties fully agree that any communal information is confidential and must not be shared with any third parties without taking prior permission by the

other party and also that what is stated in the document is the finalized contract closure with the client. By signing below, the parties hereto acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.

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Client: SuryaSoft Inc   **Developer:** Beau Maruf
Authorized Signatory
Name of the Signatory: **Vijay K Penmetsa**   Date:
Date:

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