



## Work Order

Work Order Number	eZest-MSA/ Zero Footprint/2014-WO-1.0
Date	20 <sup>th</sup> June 2014
Customer	Zero Footprint Pty Ltd.
Supplier	e-Zest Solutions Ltd.
MSA Reference	Zero Footprint/MSA/2014/1.0 and 17 <sup>th</sup> June 2014

This Work Order ("WO") is agreed to as by Zero Footprint Pty Ltd. (hereinafter referred as Zero Footprint or Customer or client) and e-Zest Solutions Ltd. (e-Zest Ltd. Or e-Zest or Supplier) having (Corporate Identification number as: U72100PN2000PLC144013) pursuant to the Agreement between Customer and Supplier specified below, into which this Work Order ('WO') is incorporated.

This WO details terms and conditions and other requirements to be met by the Supplier and the Customer, with respect to the parties' services and obligations. To the extent that the terms of this WO and the Agreement conflict, the parties expressly agree that the terms of the WO control and govern the parties' obligations

*This WO is for developing front end interface for order management system for Zero Footprint for real estate industry*



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### Project Details

<b>Customer Name</b>	Zero Footprint Pty Ltd	
<b>And Project Name</b>	Zero Footprint Order management system	
<b>Type</b>	Fixed Cost	
<b>Contact</b> [Person, Address, Telephone, etc.]	<b>Supplier</b>	<b>Customer</b>
	<b>Devendra Deshmukh</b> <b>Address:</b> e-Zest Solutions Ltd. IT 3 Bldg, 154/6 NTPL-SEZ, Rajiv Gandhi Infotech Park Phase -1 Hinjewadi Pune - 411057. INDIA  <b>Contact:</b> <b>Shailesh Kulkarni</b> COO Shailesh.kulkarni@e-zest.in +91 9822245024	<b>Christopher Kerr</b> <b>Address:</b> 5/85 Grange Rd Toorak VIC 3142 Melbourne, Australia  <b>Contact:</b> <b>Christopher Kerr</b> Director Christopher.kerr@zerofootprint.coc.au +61 (0) 412 877 954
<b>Duration</b>	<b>Date From:</b> 1 <sup>st</sup> July 2014	<b>Date To:</b> 25 <sup>th</sup> September 2014
<b>Estimated Effort</b>	2.25 Person Months	
<b>Brief Description of the Project</b>	<p>The Zero Footprint is currently taking orders from emails. They are getting data from emails and storing in database for further scheduling.</p> <p>Now they need an interface, from where the end user can directly place the orders. After which Admin can schedule the jobs for completing the orders placed.</p>	





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e-Zest will be involved in designing the front end with the required amount of work in data access layer for getting the data by calling required services.



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### 1. Scope of Work

e-Zest team members will be involved in designing the front end for the envisaged system. The modules for which works need to be done are as follows:

- Log in
- User Management
- Product Management
- Job Schedule List
- Event Scheduling Tracking
- New order
- Scheduler Module

The detailed scope is covered in the excel sheet submitted named "Copy of Requirements V1.1\_Estimations\_revised "

### 2. Work Hours

- The team members will typically work 5 days per week and 8 hours per day of the week (Monday to Friday)

### 3. Communication

- Team Members will communicate with Customer over emails, chat and telephone

### 4. Reporting and Escalation

- There is an escalation path provided to Customer by e-Zest to highlight any issues or to make any special requests. Escalation path is provided below -

India: Team Member > COO, PES SBU (Shailesh Kulkarni)> VP, PES SBU (Satish Chavan)

### 5. Joint Reviews

A joint review between the Supplier and the Customer will be carried out on a need basis. Supplier will maintain the minutes of such joint review meetings. Supplier will ensure that the Customer is kept informed on the progress of the project on a weekly basis via Customer Status Reports, daily / weekly conference calls, email and chat.

### 6. Collaboration between e-Zest and Zero Footprint

We anticipate strong collaboration need initially between e-Zest team and Zero Footprint point of contact during application development.



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### 7. Resource Management

e-Zest is allowed to utilize services of any of its affiliates to fulfill its obligations under this WO. e-Zest will provide replacement options to Customer to replace team members if they have resigned from the services of e-Zest or any of its affiliates. e-Zest will also endeavor to provide an overlap period of at least 1 week to facilitate transfer of knowledge and continuity of service.

### 8. Changes to Work Order (WO)

Any changes to this WO will be in the form of WO Amendment form duly signed by both parties

### 9. Location of Services

Offshore Location: e-Zest Offshore Development Centre, Pune, India

### 10. Proposed Efforts

Efforts required: 2.25 person Months

### 11. Tentative Duration

The proposed total duration of this work is 1.5 calendar month.

### 12. Project Cost

The total project cost for scope identified is USD 5000

### 13. Payment terms

#### Payment Milestone

Total cost for the duration of 1.5 month is USD 5000. Amount should be paid to e-Zest as per following milestones:

Payment Phases	Payment Milestone	Payment (In USD)
1	Project Kick off - Advance	2500
2	After delivery of the project	2500





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Total

5000

#### 14. Payment Mode:

All payment should be made in Telex (Wire Transfer) / Check / DD in favour of "e-Zest Solutions Ltd." Client will pay invoices raised within 7 days from the date of invoice. Delayed payments, if any, shall incur an interest at the rate of 1.5% per month. Specific payment instructions will be provided in the respective invoices

#### 15. Other Terms

##### Timelines for Work Order Acceptance

- This work order will remain valid for acceptance for a period of 30 days from the date of the offer.

##### Termination

- Either party may terminate the Work Order by providing a notice of 60 days for no cause. Invoices for work executed during the notice period will be payable till the effective date of termination.

##### Validity of Billing Rates

- Billing rates will be fixed and valid for a period of 30 days from the date the work order is submitted. Billing rates are subject to change in case the work order is not signed off within this period.

##### Letter of Acceptance

- As the first step towards execution of this project, a formal acceptance of the proposal will be required from Zero Footprint. After this e-Zest shall raise an invoice for advance payment and project kick-off activities will commence after advance payment is released by Zero Footprint.

##### Requirement Change

- Any deviation from scope of the project covered in this proposal in terms of functional/technical/non-functional requirements, proposed architecture/methodology/third party solutions/tools/technologies, and changes against approved specifications/screen designs will be treated as requirement changes. Additional



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effort will be chargeable as per mutually agreed rates discussed between Client and e-Zest during the Requirement Change Management process.

### Replacement of Team Members

- If a team member needs to be replaced due to unforeseen circumstances, for example prolonged illness or resignation, e-Zest will provide replacement of outgoing team member within two weeks and ensure adequate knowledge transfer takes place to new team member.

### Approval of Deliverables

- A formal approval of all deliverables will be required from Zero Footprint within 2 weeks of delivery.

### Acceptance Criteria

- Any deliverable released by e-Zest will be considered accepted by Zero Footprint under following circumstances:
  - Zero Footprint emails the acceptance of the deliverable, OR
  - Zero Footprint does not provide any feedback on the deliverable for two weeks, OR
  - No discrepancies/bugs/issues related to the deliverable are reported for two weeks, OR
  - Zero Footprint intimates e-Zest team to move ahead with next steps in the project without approving the artefacts already delivered
- Deliverable in this context includes –
  - Source Code
  - Visual Designs

### Feedback from Zero Footprint

- Zero Footprint agrees to provide timely feedback to project team and help them execute the project as per plan. Any delay arising out of non-availability of concerned team members at Zero Footprint end, or delay in reviewing deliverables and providing feedback, will lead to analysis of its impact on project schedule, cost and efforts and will not be considered as delay from e-zest side.

### Warranty

- e-Zest will provide a warranty of 2 weeks for the System from the date of acceptance of the system. The warranty includes only bug fixes; requirement changes in any form will be billable as per efforts estimated for the same.





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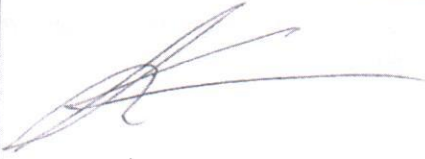

### Intellectual Property Rights

- The deliverables including source code & business logic will be the property of Zero Footprint Pty Ltd.

### Statutory and Regulatory requirements

- Statutory and regulatory requirements that are applicable in the country/state where the application will be used/consumed/operated and valid in context of this project are explicitly accepted by e-Zest in this proposal; e-Zest will not be responsible for any other statutory or regulatory requirements. e-Zest will abide by the Statutory and Regulatory Requirements of Government of India and will not undertake any activity that violates these compliances. e-Zest will not be responsible for the any complications arising out of improper or non-legitimate use of the application or deterioration of the software or any losses that end-user/client may bear as its consequence

### 16. Authorization

	For Zero Footprint Pty Ltd, Australia	For e-Zest Solutions Ltd., India
Signature		
Name & Designation	Mr. Christopher Kerr Director	Mr. Devendra Deshmukh CEO and Founder
Place	Toorak, Australia	Pune
Date	26 <sup>th</sup> June 2014	26 <sup>th</sup> June 2014