

## APPLICATION MASTER SERVICES AGREEMENT

This Application Master Services Agreement (the “Agreement”) is entered into as of the 3rd day of May, 2017 (the “Effective Date”) by and between Sheer Industries Group NA LLC, (the “Developer”), ABB Private Limited. (the “Company,” and together with the Developer, the “Parties”). The Parties agree as follows:

### 1. PURPOSE.

- a. The Company wishes to engage the Developer as an independent contractor for the Company for the purpose of designing and developing the Company’s mobile app (the “Application”) on the terms and conditions set forth below; and
- b. The Company hereby appoints and engages the Developer, and the Developer hereby accepts this appointment, to perform the services described in any Statement of Work attached hereto as Exhibit A and made a part hereof, in connection with the design and development of the Application (collectively, the “Services”). The Parties may agree, from time to time, to attach additional Statements of Work to Exhibit A which shall be incorporated herein.
- c. The parties may at any time modify the scope of the Services by including desired changes in a written “change order” that explains the changes and the adjustment to the payment for the Services that will result from such changes. Such change order shall become effective when signed and dated by both parties.

### 2. COMPENSATION.

- a. The total compensation for the development of the Application shall be as set forth in any Statement of Work hereto. These payments shall be made in installments according to the schedule set forth in any Statement of Work.
- b. Payments due under any Statement of Work shall be due within 5 days of invoice by Developer. A late fee of 5% of the invoice balance will be charged for each day of unpaid dues. A return check fee of \$20.00 shall apply for any returned checks. Notwithstanding anything to the contrary herein, if the Company fails to make a payment when due Developer, reserves the right to suspend or cease any work until the full amount including any late fees have been paid. Checks should be made payable to Sheer Industries Group NA LLC.

### 3. TERM.

- a. This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, will continue until the Services have been satisfactorily completed and the Developer has been paid in full for such Services for any Statement of Work (the “Term”).

### 4. TERMINATION.

- a. Types of Termination. This Agreement may be terminated:
  - i. By either Party on provision of thirty (30) days written notice to the other Party.

- ii. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within three (3) days of receipt of written notice thereof. This shall include any delays to the timeline specified in Schedule A.
- b. Responsibilities after Termination. Following the termination of this Agreement for any reason, the Company shall promptly pay the Developer according to the terms of any Statement of Work attached hereto for Services rendered before the effective date of the termination (the "Termination Date"). The Developer acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. All intellectual property developed pursuant to this Agreement before the Termination Date shall be delivered to the Company within one day of the Termination Date.

## 5. RESPONSIBILITIES.

- a. Of the Developer. The Developer agrees to do each of the following:
  - i. Create the Application as detailed in any Statement of Work, and extend its best efforts to ensure that the design and functionality of the Application meets the Company's specifications.
  - ii. Perform the Services in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
  - iii. On completion of the Application, and provided Company is not in breach of this Agreement, assist the Company in installation of the Application to its final location, which assistance will include helping the Company with its upload of the finished files to the Company's selected web-hosting company and submitting for approval on the Apple Store or to Google, as agreed.
  - iv. Provide all files and code to the Company upon final payment of all outstanding balances by the Company.
  - v. Communicate with the Company regarding progress it has made with respect to the milestones listed in any Statement of Work in performing the Services upon a reasonable basis.
- b. Of the Company. The Company agrees to do each of the following:
  - i. Engage the Developer as the creator of its Application as further detailed in any Statement of Work to this Agreement.
  - ii. Provide all assistance and cooperation to the Developer in order to complete the Application timely and efficiently.
  - iii. Provide initial information, and supply all content for the Application.

## 6. WARRANTY AND SUPPORT PERIOD.

- a. All programming and documentation shall comply with standards currently employed by the Developer. The Developer will perform any code debugging within 30 days after each delivery of any work under a Statement of Work at no charge. Should there be any changes or modifications to the application made by another party after delivery, this warranty shall be void. The warranty described in this Section does not extend to implementing new or changes to design, content feature or functions. No other warranties are provided, whether express or implied.
- b. The Developer shall provide the support outlined in any Statement of Work.

## **7. CONFIDENTIAL INFORMATION.**

- a. The Developer agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Developer by the Company either directly or indirectly.
- b. The Company agrees to hold in confidence the terms of this Agreement (including any Statement of Work) and to refrain from any activity which could be characterized as disparagement of the Developer.
- c. Notwithstanding anything to the contrary herein, this Section 7 shall not apply to any information (i) in the possession of the Parties prior to the Effective Date, (ii) Developed independently by the parties without reference to the Confidential Information, or (iii) required to be disclosed by operation of law or legal process.

## **8. PARTIES' REPRESENTATIONS AND WARRANTIES.**

- a. The Parties each represent and warrant as follows:
  - i. Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - ii. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
  - iii. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
  - iv. The Developer has the right to control and direct the means, location, details, manner, and method by which the Services required by this Agreement will be performed.

- v. The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Developer shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
- vi. The Company will make timely payments of amounts earned by the Developer under this Agreement and as detailed in any Statement of Work hereto.
- vii. The Company shall provide such other assistance to the Developer as it deems reasonable and appropriate.

## 9. TIMING AND DELAYS.

- a. The Developer recognizes and agrees that failure to deliver the Application in accordance with the delivery schedule detailed in any Statement of Work to this Agreement will result in expense and damage to the Company. The Developer shall inform the Company of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application according to such schedule.
- b. If a delivery date is missed and such delay is not a material delay, the Developer will provide the Company with written notice of the delay and the reasons therefore and the Agreement shall not be considered breached. If a delay is caused by a change in the scope of work agreed to by the Parties, the Agreement shall not be considered breached.

## 10. NATURE OF RELATIONSHIP.

- a. The Developer agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Developer is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Developer's compensation hereunder. The Developer shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

## 11. WORK FOR HIRE.

- a. The Developer expressly acknowledges and agrees that any all proprietary materials prepared by the Developer exclusively for Company under this Agreement shall be considered "works for hire" and the exclusive property of the Company unless otherwise specified. These items shall include, but shall not be limited to, any and all deliverables resulting from the Developer's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, and solutions conceived, made, or discovered by the Developer, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Developer's Services. Material proprietary to Developer and not developed exclusively for Company shall be excluded from this Section 10.

- b. Some programming code delivered to Company may include portions of code that Developer has previously developed for its own use. Notwithstanding anything herein to the contrary, Developer expressly retains full ownership of such code, including all associated rights to use such code. In addition, the Developer retains the rights to any knowledge gained and source code developed on this project that is not a trade secret or proprietary to the customer.

## 12. INDEMNIFICATION.

- a. Of Company by Developer. The Developer shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from any gross negligence or willful misconduct of the Developer arising from or connected with the Developer's carrying out of its duties under this Agreement.
- b. Of Developer by Company. The Company shall indemnify and hold harmless the Developer and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement, or (iv) the Company's breach of any laws or rights of third parties, including intellectual property rights.

## 13. INTELLECTUAL PROPERTY.

- a. No Intellectual Property Infringement by Developer. The Developer hereby represents and warrants that the use and proposed use of the Application by the Company or any third party does not and shall not infringe, and the Developer has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the Application, and the use of the Application will not include any activity that may constitute "passing off." To the extent the Application infringes on the rights of any such third party, the Developer shall obtain a license or consent from such third party permitting the use of the Application.
- b. No Intellectual Property Infringement by Company. The Company represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Application are owned by the Company, or that the Company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Developer and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Company.
- c. Continuing Ownership of Existing Trademarks. The Developer recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Developer cause diminishment of value of said trademarks or trade names through any act or

representation. The Developer shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Developer shall cease to use all of the Company's trademarks, marks, and trade names, except in its portfolio or case study material.

#### 14. ADDITIONAL TERMS.

- a. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- b. Neither Party may not assign this Agreement without the written approval of the other Party.
- c. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.
- d. A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable: (i) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.
- e. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.
- f. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:
  - i. If to the Company: The address listed on any Statement of Work
  - ii. If to the Developer: 2500 Yale St, Suite B, Houston, TX 77008 or by email at enquiry@sheerindustries.com
- g. This Agreement shall be governed by the laws of the state of Texas and the United States. Any dispute arising under this Agreement, or related to the terms hereof, shall be brought exclusively in the state or federal courts of Harris County, Texas.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this

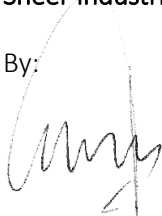
Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

- i. Developer cannot specify the time required by Apple Inc. or Google Inc. to approve mobile applications. In addition, Developer shall not be liable to the Company for any failure or delay caused by events beyond Developer's control, including, without limitation, Company's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, accident, materials, or equipment or technical failures.
- j. Developer shall include the following copyright notice (or any other notices requested by the Company) to be displayed on the footer of the website (or mobile application) where applicable: "© [Year], [Company's Name]"
- k. UNDER NO CIRCUMSTANCES SHALL DEVELOPER BE LIABLE TO THE COMPANY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT OR ANY STATEMENT OF WORK SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.
- l. This Agreement, coupled with any Statement of Work duly executed by the Parties, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**In witness whereof**, the Parties hereto agree to this Application Development Master Services Agreement as of the Effective Date.

**Sheer Industries Group NA LLC:**

By:



Terence Loo

CEO, Sheer Industries Group NA LLC

Its: Authorized Representative

**ABB Private Limited :**

By:

Wong Jia Mein

Account Manager, ABB Private Limited.

Its: Authorized Representative

## Program Overview

ABB Private Limited is looking at creating a Web Dashboard that can be efficiently deployed for the customer environment. The objective of the program is to create a solution that can be rapidly deployed with using as little resources in terms of manpower needed for different customers.

The Dashboard will be a web interfaced solution that enhances user experience and mobility. When developing the solution with web technologies, we can ensure that the solution is platform agnostic. Allowing supportability on mobile devices and even cloud access to data on the fly.

The solution will offer two possibilities, one being a cloud based solution and the other a standalone application with no need for external connection to the internet. Should the solution be a cloud based one, clients will be given the flexibility of control by allowing them to log into the dashboards through their Desktop, Tablet and Mobile Devices.

The solution will facilitate ease of maintenance. It is expected that the EIS will be expanded to allow for new features and a growing customer base. Customers may request some level of customizability in the features they need. This could include gas and water monitoring. Alternatively a more feature rich version of the EIS may be offered for the customers who need it.



The new solution could be used to support ABB's future bids to clients with additional service offerings and features. Some Key Features may include the following:

- To aggregate data from smart metering and allowing users to access these information via web browser
- Provide a web based application homepage and login process with up to 5 unique user access levels
- Scheduling of energy report executions which can be customizable and selectable by the user, this can include daily, monthly, half yearly, and yearly
- Provide the possibility of SMS/Email Alarm notification upon threshold trigger of a pre-fixed consumption level for alarms. This can entail Voltage, Current and Energy status.
- Online diagnosis of customer environments and polling data for analytical purposes. The possibilities are open allowing flexibility in continually developing the solution to support client needs. Considering all possible use scenarios in a business context, an impressive and sharp User Interface is of paramount importance and will be a key focus when the project is developed.

## Parameters to Consider

The solution will be designed to collect the following data of a meter but not limited to:

1. Current. Including phase to phase currents and phase to neutral current (A)
2. Current. Maximum Demand (A)
3. Voltage. Including phase to phase voltages and phase to neutral voltages (V)
4. Power (kW)
5. Energy (kWh)
6. Power Factor
7. Frequency
8. Harmonic Distortion up to 51<sup>st</sup> Level

## 'Lego Blocks'/ Object Types

The following electrical equipment are to be included into solution provider's scope of supply as part of an object type for drag and drop basis:

1. ABB ANR 96-24/230
2. ABB EQ Meters (Range from A, B to C Class)
3. ABB M2M
4. ABB REF 615 relay

5. Acuvim II Series Meters

6. Schneider's PowerLogic ION Meters

### **User Interface**

The solution is to be able to poll data from each of the smart metering via Modbus TCP/IP and display the data listed above. The user will have the option of selecting a server based solution or a web based solution. Thereon, the user will be able to view the energy related information in real time.

### **User Access Levels**

Security of the solution is paramount importance due to the confidentiality of these data. Thus, the solution is to provide for up to 5 levels of user access, requiring secure passwords and password reset methods.

Database Information requirement:

- Customer Name and information like email etc
- Login Information with password with username as email account

The table provides a typical example of the user access levels which can be included:

Security Type	Security Level	Description
Operator	0	Viewing of meters status, generation of reports  Not authorized for configuration operations,  Not authorized for programming and system configuration tools.
Engineer	1	Viewing of meters status, generation of reports  Configuration operations  Not authorized for programming and system configuration tools
Admin	2	Viewing of meters status, configuration and generation of reports  Configuration operations  Programming and system configuration tools
Maintenance	3	Viewing of meters status, configuration and generation of reports  Configuration operations  Programming and system configuration tools  TBC
Service (Reserved for ABB)	4	Viewing of meters status, configuration and generation of reports,  Plotting of reports  Configuration operations  Programming and system configuration tools  Full access to source code for maintenance

Table 1

The login process shall require two parameters to gain access, namely login account name and password.

## Graphics

The following template for graphics are to be able to be configurable and provided via a 'drag and drop' basis of the meter object type during engineering phase:

- Energy Dashboard
  - o Default display which provides overview of the areas of power meters that are presented
  - o Overview of Power Usage/ Consumption over the past month based on sectors
  - o Weather
  - o Aggregation of Total Power Usage of Facility to date based on per month
- Graphs and Charts
- Individual location's Meter Display
- Event and Alarm List
- Trend Display
- Reports

## Trend Display

Trend Display is used for trend analyses and for showing historical measured values to the energy manager. It is a time-related follow-up of electrical process data. All types of measured energy values, can be illustrated as trends.

Standard Features of Trend application include:

- Graphic or tabular view modes
- Hairline function
- Zooming graphic view
- Scrolling with scroll bars and panning
- Configurable axes and line properties etc.

## Trend Export

In Trend Display, the user can export the selected trend item from the tabular or graphical view to a .csv (MS Excel) or .txt file. (ASCII format) The user can choose the file name and folder in the Save As dialog.

## Alarm Display

The Alarm Display is a summary of the present alarm situation of the supervised electrical process. Each alarm is presented as an alarm text line, which describes the cause of the alarm in the process. The alarm text line has a

time stamp, an object id, an object text, a text indicating the alarm status, as well as a number ranging from 1-7 indicating the alarm class.

The Alarm Display contains the following features and options:

- User-friendly filters
- Alarm acknowledgement/Delete
- Column sort
- Find

## Reports

Reports are used for various types of time related reports, e.g. daily, weekly, monthly and yearly reports.

Generally, reports are time-related follow-ups of process, metered, entered or calculated data. All types of data can be illustrated as reports. All the data for the reports are calculated and stored in real time. Report data is collected and calculated either cyclically or triggered by events. The most common method is to collect raw data from the process, and thereafter to refine it and store it in the report database.

The collection and calculation of report data can be initiated in the following ways:

- at predefined time intervals

- when a predefined event occurs
- as a result of a calculation
- based on a condition
- on the operator's request

Reports support the following time related reports:

- Daily Report (time resolution: 30 minutes)
- Weekly Report (time resolution: 1 day)
- Monthly Report (time resolution: 1 day)
- Yearly Report (time resolution: 1 month)

## Performance Requirements

The EIS Software should adhere to the following requirements:

1. Uninterrupted user accessibility
2. Minimum system resource usage
3. Reasonable response time. The EIS responsiveness should be comparable to other webpages of a similar function



The following cycle times are to be complied to:

- Energy Reading cycle time – 0.5 hrs with a configurable option of up to 1 second
- Power Reading cycle time – Not for Wireless or GPRS Solution
- Duration/Period – 2 years – 52,560 samples/meters, approximate 210.24 kbyte
- Max Demand logging – 30 mins (For HV only, subjected to meter selection)

The EIS HMI shall be based on ECMA/ISO/RFC standards such as HTML5 and Javascript. The use of Java, Silverlight or Adobe AIR is discouraged due to concerns with portability. Graphical templates shall be provided in native Photoshop/Illustrator/Fireworks format with a full story board available for approval.

The Program will look at close participation from both companies to fully understand what requirements will be from ABB's end, developing a core solution that meets those needs and aligning the core solution to meet client demands.

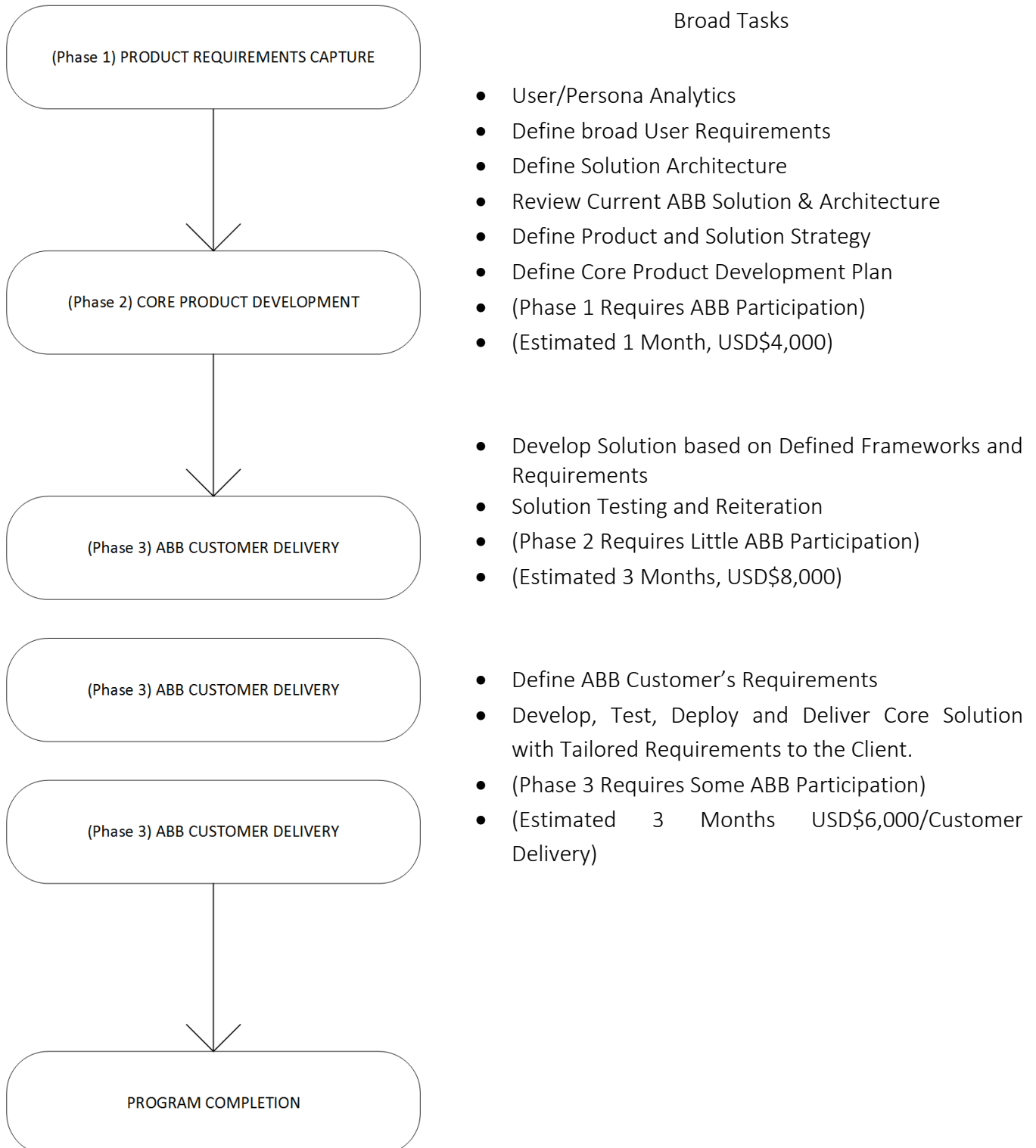
## Our Approach

Sheer Industries uses a collaborative, iterative, and incremental process framework to design the best approach for each unique situation. The process framework has a set of core values and principles that guide tailoring and adaptation. We use these principles to assess process health and guide routine process improvement.

- Transparency and Visibility – We're open and transparent about the way we make decisions and work.  
We keep the basis for our decisions, our work, and our progress visible.
- Feedback: Inspect and Adapt – We continuously assess the quality of the product we're building, the quality of our plan, and the effectiveness of our process. Then, using that understanding, adapt or make changes to the product design, the plan, or the process.
- Responsibility: Individual and Team – We take responsibility as a team. We self-organize in a way that helps us keep our commitments. We understand that we collectively share goals.

## Program Phases

Sheer Industries proposes a 3 Phased Program.



## **Program Costs**

Sheer Industries proposes a program service contract for this effort with an estimate of USD\$30,000. This quote assumes the project will run through 7 months.

## **Project and Risk Management**

Sheer Industries will manage each phase of the program using the following methods:

- Project Schedules (Gantt Chart per Phase) with Weekly Updates
- Problem and Issues Reports with Tracking (Trello)
- Risk Assessment Reports

## Application Maintenance and Support Services

### Terms and Conditions

These Terms and Conditions shall become effective upon receipt of all fees due under the MSA, including any applicable maintenance and support fees by ABB Private Limited ("Customer") for services related to maintaining or supporting the Mobile App ("Applications") built by Sheer Industries Group NA LLC ("Developer") for Customer pursuant to the MSA ("Maintenance and Support Services").

These Terms and Conditions will govern the rights and obligations of Developer and Customer in relation to the Application Maintenance and Support Service attached hereto as Schedule A. No Maintenance and Support Service other than those expressly provided for in Schedule A shall be provided. In the event of a conflict between the MSA and these Terms and Conditions, the MSA shall control.

1. **Obligations of Developer.** Provided that Developer has received all fees due under the MSA and has not breached the MSA or any Statement of Work, Developer (or its contractors) will perform the Maintenance and Support Service for Customer. These services will be provided subject to Customer fulfilling obligations described in Paragraph 2 and within the Scope of Maintenance and Support described in Schedule A.
  - a. Developer shall respond within two (2) business days of receiving a request for maintenance or support of the Application ("Maintenance Service Request"). All Maintenance Service Requests must be made through the email address designated by Developer. This response shall indicate acceptance or rejection of each Maintenance Service Request. Responses to Maintenance Service Requests may not include actual solutions, requested maintenance, or service but shall instead begin the efforts of Developer to provide the requested Maintenance Service Request.
  - b. All rejections shall be accompanied by a reason for rejection. Rejections may sometimes be accompanied by a suggested modification that falls under accepted criteria. Developer reserves the right, in its sole discretion, to reject any maintenance request that falls outside the scope of Schedule A.
  - c. Developer will provide reasonable telephone or email support to assist Customer in the creation of a Maintenance Service Request.
2. **Obligations of Customer.** Customer will provide Developer with sufficient documentation, information, assistance, support and test time on Customer's host and backend system to understand the requested change(s). Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Application.
3. **Other Services.** At Customer's request, Developer may provide technical, operational or other assistance or consulting to Customer in addition to the services covered by these Terms and Conditions. Such services will be charged to Customer at the standard Developer time and materials rates in force at the time of the request.

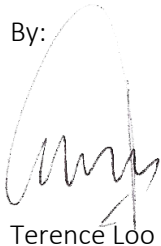
4. **Maintenance and Support Term and Fees.** The term of this agreement shall be as provided for in any Statement of Work attached to the MSA and shall cease upon any expiration described therein or upon breach of these Terms and Conditions, the MSA, or any Statement of Work.
- (a) Maintenance and Support Services requested by Customer during a period preceding the Commencement Date will be charged to Customer at the standard Developer time and materials rates in force at the time of the request.
  - (b) All Maintenance and Support Services will cease if applicable Maintenance and Support Fees (including Tax) are not received by Developer by the stated payment terms extended to Customer.
  - (c) Customer may cancel this Maintenance and Support Services Agreement at any time by providing written notice to Developer at least thirty (30) days prior to date of cancellation.
  - (d) Developer may cancel this agreement by notifying Customer of the cancellation at least thirty (30) days prior to the date of cancellation.
  - (e) Unless renewed in accordance with this agreement, the term of this agreement shall end on a Termination Date that is either:
    - i. An Anniversary Date that is the calendar date one year subsequent to the Commencement Date or one year subsequent to the previous Anniversary Date; or
    - ii. The date a notice of cancellation by Customer is received by Developer; or
    - iii. The date designated in a notice of termination from Developer to Customer.
  - (f) This agreement may be renewed for a twelve (12) month period ("Renewal Period") beginning with the currently scheduled Anniversary Date at the request of Customer, provided Customer prepays all fees applicable to the Renewal Period.
  - (g) Maintenance and Support Fees for renewal periods are payable in advance. Developer will invoice Customer for the next renewal period at least thirty (30) days prior to the Anniversary Date. Payment must be received by Developer prior to the beginning of a renewal period to maintain continuous Maintenance and Support Services coverage. Maintenance and Support Services requested by Customer during a period of lapsed coverage will be charged to Customer at the standard Developer time and materials rates in force at the time of the request.
  - (h) Developer reserves the right to increase the annual fee at renewal with at least thirty (30) days prior written notice to Customer.
5. **Entire Agreement, Governing Law, Miscellaneous.**
- a. This agreement represents the complete agreement between Developer and Customer regarding Maintenance and Support Services for the Application, and may only be amended in writing executed by both parties.
  - b. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of the Agreement shall continue in full effect.

- c. This Agreement shall be construed in accordance with the laws of the state of Texas (excluding conflicts of laws provisions).
- d. This Agreement may not be assigned (including by operation of law) or transferred to any other person.
- e. Developer may be excused from performance hereunder in the case of force majeure that frustrates the ability of Developer to perform its obligations.
- f. Other than as expressly provided for herein, no warranty or guaranty is made by Developer, including (without limitation) any warranty of fitness for a particular purpose, merchantability, accuracy, or quality.

**In witness whereof**, the parties hereto agree to this Statement of Work (as incorporated into the Application Development Master Services Agreement) as of the 3rd day of May, 2017:

**Sheer Industries Group NA LLC:**

By:



Terence Loo

CEO, Sheer Industries Group NA LLC

Its: Authorized Representative

**ABB Private Limited:**

By:

Wong Jia Mein

Account Manager, ABB Private Limited.

Its: Authorized Representative