SHEER INDUSTRIES

STATEMENT OF WORK / QUOTATION: DV-002-0175

MerryMuffins Website

prepared for:

Laura Grinstead

18 May 2017

APPLICATION MASTER SERVICES AGREEMENT

This Application Master Services Agreement (the "Agreement") is entered into as of the 18th day of May, 2017 (the "Effective Date") by and between Sheer Industries Group NA LLC, (the "Developer"), MerryMuffins Inc. (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 web site (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. <u>Types of Termination</u>. 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 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 inany 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. <u>Of Company by Developer.</u> 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. <u>Of Developer by Company.</u> 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. <u>No Intellectual Property Infringement by Developer.</u> 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. <u>No Intellectual Property Infringement by Company.</u> 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. <u>Continuing Ownership of Existing Trademarks</u>. 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.
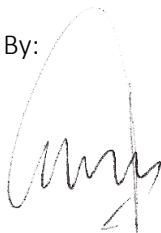
14. ADDITIONAL TERMS.

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:	MerryMuffins Inc. :
By:	By:
Terence Loo	Laura Grinstead
CEO, Sheer Industries Group NA LLC	Founder, MerryMuffins Inc.
Its: Authorized Representative	Its: Authorized Representative

EXHIBIT A

STATEMENT OF WORK (DEVELOPMENT)

Quotation Number:	DV-002-0175
Project Title:	MerryMuffins Website
Customer Name and Address:	MerryMuffins Inc, Houston
Date:	18 May 2017
Total Development Fee Due:	US$ 6,000.00 (plus tax where applicable)
Development Fee Payment Dates:	US$ 3,000 (plus tax) will be invoiced and due at launch of project. Payment must be received before any work commences. The remaining US$ 3,000 (plus tax) will be invoiced and is due at project completion.
Maintenance and Support Services Fee:	Maintenance and Support Services are provided as subscriptions of US$ 200.00 (+ tax where applicable) per calendar month and are subject to payment in advance for a minimum of a full twelve (12) month period.
Maintenance and Support Services Fee Payment Terms:	Maintenance and Support Services fee will be invoiced and due on the Maintenance and Support Services Commencement Date.
Maintenance and Support Services Commencement Date:	30 calendar days after project completion (upon expiration of standard warranty coverage period).

OVERVIEW

Design and develop the MerryMuffins mobile responsive website. The website shall be designed to convey the envisioning and branding of MerryMuffins. The website shall include e-commerce to allow the sale of products on-line. The website shall contain informational pages of the products, brand and specific stores.
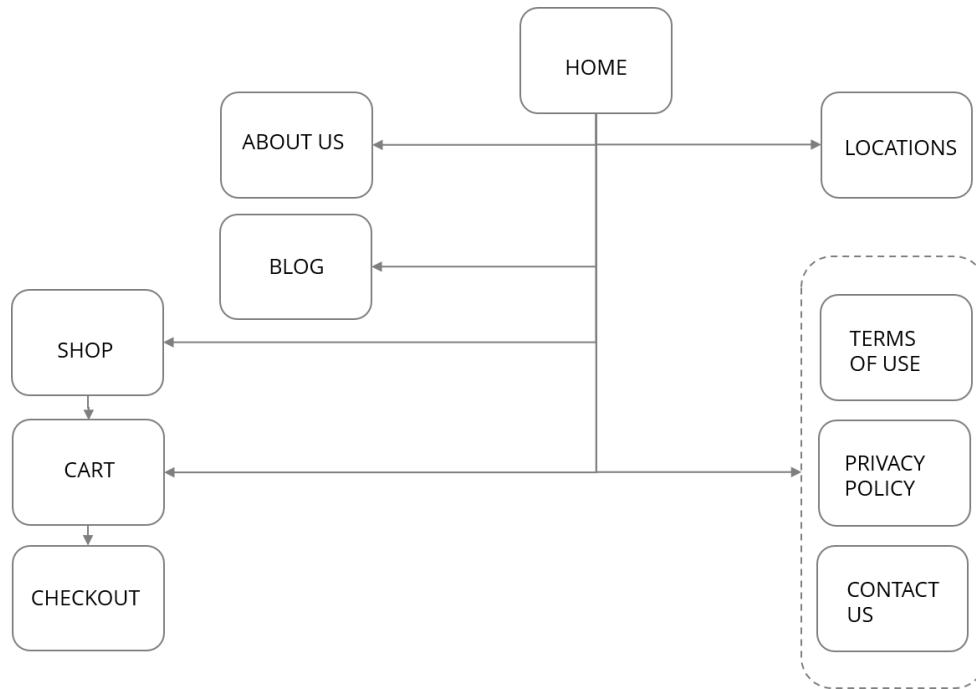
CONCEPT ARTWORK

1. N/A.
2. Design inspiration reference: http://www.whimsycookieco.com/

DELIVERABLES

1. Mobile responsive website published on www.merrymuffins.com
2. Web based administration panel and associated backend system (eg database) hosted on customer's GoDaddy account.

APP/WEBSITE SCREENS

FUNCTIONAL REQUIREMENTS

Refer to APP/WEBSITE SCREENS above.

SCREEN	FUNCTION / DESCRIPTION
HOME	1. Static text and image only 2. Integrate Instagram feed. 3. Social Media links.

	4. Include Muffin of the Month column /section 5. Incorporate branding/corporate Video 6. This may include embedded video(s) provided by the customer.
ABOUT US	1. Static text and images only 2. This may include embedded video(s) provided by the customer.
LOCATIONS	1. Each store location shall have its own sub-page. 2. Each subpage shall have the same layout but will contain information specific to the store.
BLOG	1. Each blog shall consist of text and an image. 2. Each blog shall have a unique URL (for social media back link) 3. User shall be able to share blog on social media (FB, Twitter, Instagram). 4. Date of publication shall be displayed 5. Blogs will be ordered chronologically 6. There is no search, category/tags for blog.
TERMS OF USE / PRIVACY POLICY	1. Static text only page
CONTACT US	1. Online contact form (with ReCaptcha verification) 2. Display email address 3. Display store location address (including mapped view) 4. Display Tel No.
SHOP	1. User shall be able to view and buy products. 2. Products will be categorized. 3. Products will have a Product Name, SKU No, Description and Price. 4. Users can search for products. Search fields shall include product Name and Product Description. 5. Include Muffin of the Month category /section
CART	1. User shall be able to add products and quantity to cart 2. User shall be able to edit and remove products from cart. 3. User shall provide delivery address for products.
CHECKOUT	1. User shall be able to pay for products via PayPal (including Credit Card). The payment portal shall be through the Paypal API.

ADMINISTRATION

ORDER MANAGEMENT	1. View, remove and edit all on-line orders. Admin shall receive an email notification for each on-line order. 2. Add/Remove/Edit products (description, SKU, Name, price).

	3. Create/Edit/Remove product categories/sub categories.
	4. Edit order confirmation email. An automatic order confirmation email shall be generated and sent to the buyer.
	5. Admin can manually specify a fulfilled order. This will generate an auto email to the buyer as acknowledgement of order fulfillment.
	6. Edit order fulfillment email.
	7. Admin shall be able to specify delivery charges
	8. Admins shall be able to include Sales Tax to products based on delivery address. (Assume for all sales delivered within Texas)
CONTENT MANAGEMENT	1. Admin shall be able to change website images via the CMS.
	2. Admin shall be able to manage blogs (add, remove, edit).
	3. Admin shall be able to update text content on the CMS.
	4. Admin shall be able to create subpages for each store location.
	5. Admin shall be able to update links to embedded videos and to social media sites.
OTHERS	1. Admin shall be able to access al "Contact Us": submission data. Admin shall receive email notification for all "Contact Us" submission.
	2. Admin shall be able to access all "Newsletter Sign Ups" submission data and export to .CVS file.
	3. Admin shall be able to edit DESCRIPTION, BODY, H1 and IMAGE ALT Tags on the CMS for on-page SEO purposes.

TECHNICAL REQUIREMENTS

1. The website shall be developed using Wordpress and associated Plug-ins. The website shall be developed for major supported browsers, Chrome, Firefox, Edge and Safari.

2. E-commerce shall be deployed using WooCommerce and Paypal for payment gateway.

3. The website shall be mobile responsive and supported by major desktop and mobile web browsers.

4. All code (source) files shall be property of the Customer upon completion of the project and full payment to contract terms.

5. All web files will reside on customer's GoDaddy hosting account

6. Sheer Industries shall practice clean coding practices including good commenting practice (Name, brief description and purpose of modules), keeping code simple and readable with proper naming conventions.

7. There is no backend integration with any CRM, Automated Marketing , Accounting, Inventory or Delivery Management systems.

8. The Website and CMS shall be in English only.

ART, GRAPHICS & MEDIA

1. UX/UI design included. Graphic design may involve the use of stock images. Design inspiration reference: http://www.whimsycookieco.com/

2. Logo, product images and description, corporate/branding video shall be provided by the customer.

3. Blog content (and associated images) shall be provided by the customer.

4. Promotional, marketing or branding videos shall be provided by the customer.

5. All informational content shall be provided by the customer.

HOSTING & OTHER SERVICES

1. Customer is responsible for opening and maintaining a hosting (including managed video streaming server if necessary) account. The customer shall provide Sheer Industries with developer access to the account. The cost of hosting is not included in this quote.

2. Domain registration is not included in the scope.

3. Customer is responsible for any fees or costs associated with the use of any 3rd party APIs. This cost is not included in this quote. Customer shall be consulted before any paid 3rd party API is considered for use.

4. No custom analytics or analytics reporting requirements are included in scope. Sheer Industries will integrate google analytics if tracking code is provided by the customer.

PROJECT MANAGEMENT

1. The estimated duration to design, develop, test and deploy the website is about 6 business weeks. This is an initial estimate assuming no major design iterations or delay in customer reviews and approvals.

2. A weekly status and progress report shall be provided by email. Review meetings or conference calls shall be arranged as needed.

3. Project is complete when all functional requirements and deliverables specified within this Statement of Work have been satisfied.

DOCUMENTATION AND TRAINING

1. No training or documentation will be provided.

MAINTENANCE AND SUPPORT SERVICES

1. Maintenance and support will be provided in accordance to the Maintenance Support Terms and Conditions attached here.

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 MerryMuffins Inc. ("Customer") for services related to maintaining or supporting the Mobile App and Web Portal ("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, the 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.
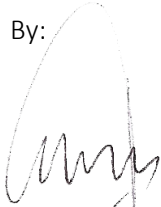
Schedule A

Scope of Maintenance and Support

1. **Application.** The Application covered under this Maintenance and Support agreement consist of the following items developed by Sheer Industries Group NA LLC under Quotation Ref: DV-002-0175 dated 18th May 2017 "MerryMuffins Website":

    a. Mobile responsive website (www.merrymuffins.com)

    b. Associated backend systems, such as CMS, Database and server scripts.

2. **Maintenance Service Scope.** Developer will maintain, support (including debugging) and when necessary, update the Application to ensure that the Application remains functional, with minimal interruptions, and stable with the following:

    a. Update to web browser version.

    b. Deprecation of development frameworks affecting app and backend functionality.

    c. Upload new content, including products. Customer shall produce and provide Sheer Industries for upload to website.

3. **Exclusions.** The following are not included in the Maintenance and Support Service:

    a. Addition, removal or change to originally designed function or primary workflow.

    b. Alteration of screen design and layout

    c. Porting to other devices or platforms

    d. Hosting services downtime and maintenance

    e. Changes or upgrades to hosting services.

In witness whereof, the parties hereto agree to this Statement of Work (as incorporated into the Application Development Master Services Agreement) as of the 18th day of May, 2017:

Sheer Industries Group NA LLC: MerryMuffins Inc:

By: By:

Terence Loo   Laura Grinstead

CEO, Sheer Industries Group NA LLC   Founder, MerryMuffins Inc.

Its: Authorized Representative   Its: Authorized Representative