



STATEMENT OF WORK / QUOTATION: DV-011-0176

## Wyncreek Estates HOA Website

prepared for:

Nicholas Wilson

20 May 2017

## APPLICATION MASTER SERVICES AGREEMENT

This Application Master Services Agreement (the “Agreement”) is entered into as of the 20th day of May, 2017 (the “Effective Date”) by and between Sheer Industries Group NA LLC, (the “Developer”), Wyncreek Estates HOA (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 Website (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 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.

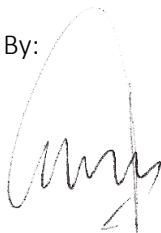
- a. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- b. Neither Party may not assign this Agreement without the written approval of the other Party.
- c. All references in this Agreement to the Parties shall be deemed to include, 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

**Wynecreek Estates HOA:**

By:

Nicholas Wilson

Wynecreek Estates HOA.

Its: Authorized Representative



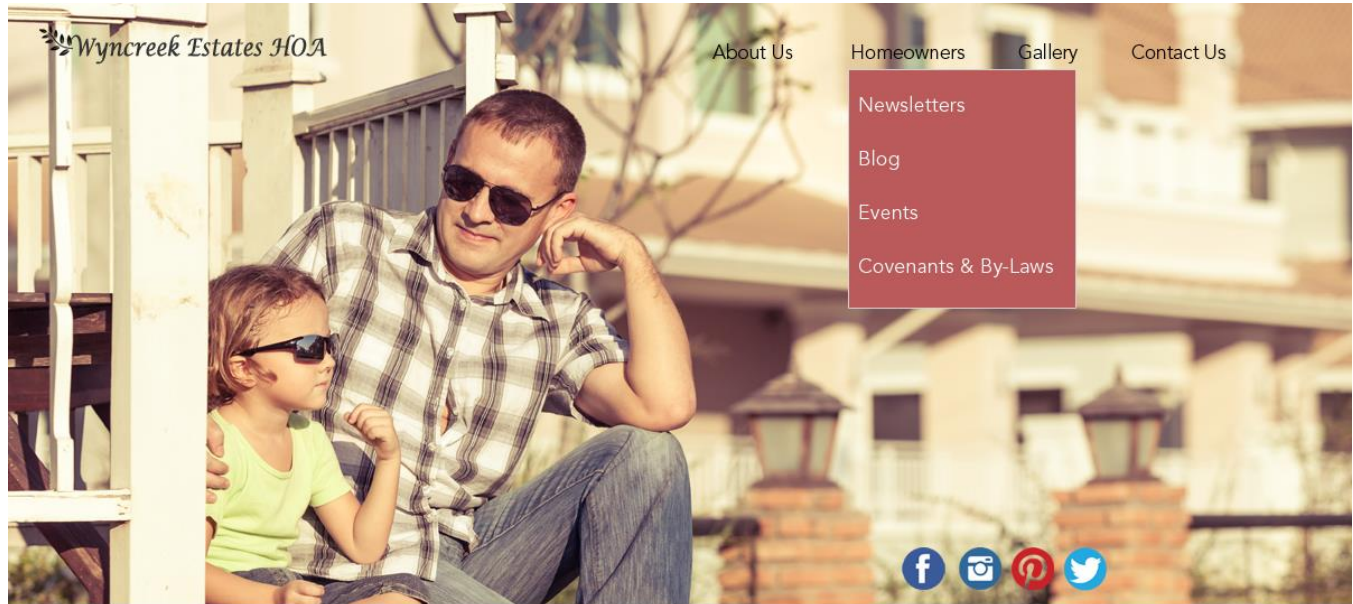
## EXHIBIT A

### STATEMENT OF WORK (DEVELOPMENT)

<b>Quotation Number:</b>	DV-011-0176
<b>Project Title:</b>	Wyncreek Estates HOA Website
<b>Customer Name and Address:</b>	Nicholas Wilson, Wyncreek Estates HOA, Atlanta GA
<b>Date:</b>	20 May 2017
<b>Total Development Fee Due:</b>	US\$ 3,400.00 (plus tax where applicable)
<b>Development Fee Payment Dates:</b>	<p>US\$ 1,000 (plus tax) will be invoiced and due at launch of project. Payment must be received before any work commences. The remaining will be invoiced and is due at the following milestones:</p> <ul style="list-style-type: none"> <li>• US \$ 600 (plus tax) at UI/UX Design Completion</li> <li>• US \$ 800 (plus tax) at test release of the website</li> <li>• US \$ 1,000 (plus tax) at Project Completion</li> </ul>
<b>Maintenance and Support Services Fee (Optional):</b>	Additional Support and Maintenance services are available. Please contact Sheer Industries for more information.
<b>Maintenance and Support Services Fee Payment Terms:</b>	N/A
<b>Maintenance and Support Services Commencement Date:</b>	N/A
<b>OVERVIEW</b>  <p>Design and develop a mobile optimized website for Wyncreek Estates Homeowners Association. The site will have information about the community and the HOA and will include newsletters, calendar of events and other information for homeowners. The site will also serve as a means for Homeowners to be able to contact and connect with the HOA.</p>	

## CONCEPT ARTWORK

CONCEPTUAL ILLUSTRATION ONLY AND DOES NOT REPRESENT FINAL APPROVED DESIGN



### Wynecreek Estates

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### Upcoming Event

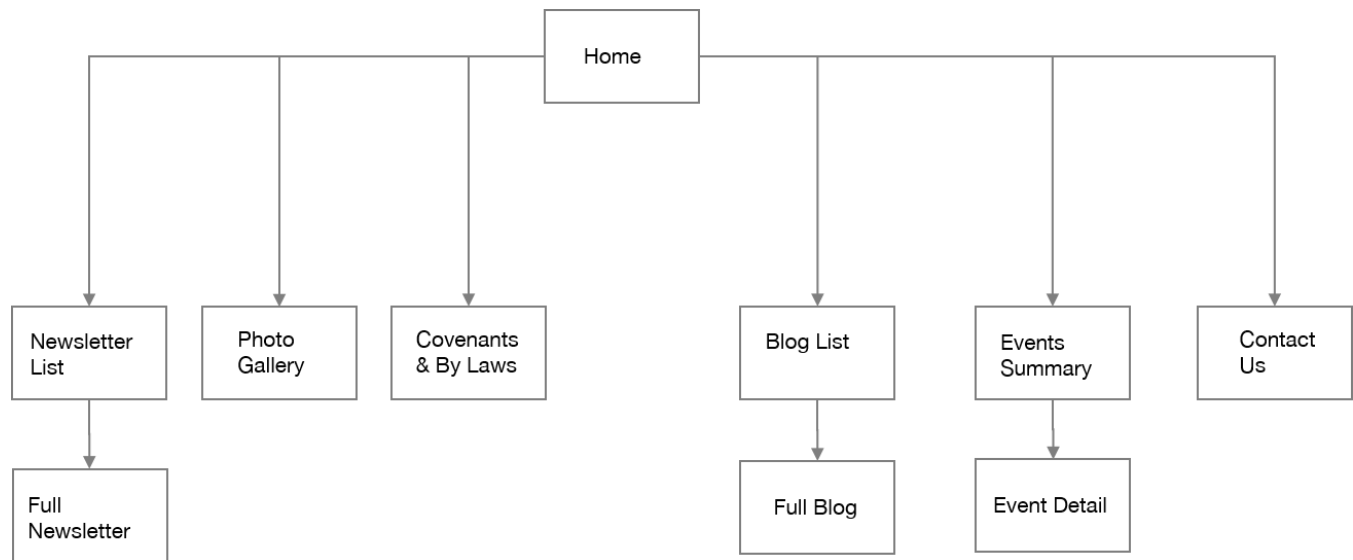
Movie by the Green  
Sunday 10 May 2017  
6 pm - 9pm

(click for more info)

## DELIVERABLES

1. Wynecreek Estates HOA website published live to customer's domain and on customer's host service.

## APP/WEBSITE SCREENS



## FUNCTIONAL REQUIREMENTS

Refer to APP/WEBSITE SCREENS above.

SCREEN	FUNCTION / DESCRIPTION
Home	<ol style="list-style-type: none"> <li>1. Main navigation and branding page.</li> <li>2. Displays upcoming event.</li> <li>3. Informational and descriptive text / images.</li> <li>4. Social media links.</li> </ol>
Newsletter List	<ol style="list-style-type: none"> <li>1. List view of published newsletters.</li> <li>2. List will be in chronological order (latest on top).</li> <li>3. User clicks to select specific newsletter to open and read or download as pdf.</li> </ol>
Full Newsletter	<ol style="list-style-type: none"> <li>1. The full newsletter in pdf.</li> <li>2. User can download the pdf to their computer.</li> </ol>
Photo Gallery	<ol style="list-style-type: none"> <li>1. A gallery of photos (thumbnails) with captions.</li> <li>2. User can click on the thumbnail to see the full-size view of the photo.</li> </ol>
Covenants and By - Laws	<ol style="list-style-type: none"> <li>1. Covenants and By- Laws in pdf format that can be viewed and downloaded.</li> </ol>
Blog List	<ol style="list-style-type: none"> <li>1. List view of all blogs ordered chronologically.</li> <li>2. User can scroll through to find and click (select) to the Full Blog.</li> </ol>

	<ol style="list-style-type: none"> <li>The list may run over multiple-pages for depending on design outcome.</li> <li>In list view, the title and date of the blog is shown.</li> </ol>
Full Blog	<ol style="list-style-type: none"> <li>Displays the full blog.</li> <li>The blog template/layout will be finalized during the UI design phase but will include text and image placements.</li> <li>User can forward the blog to their email or share on major social media sites.</li> </ol>
Events Summary	<ol style="list-style-type: none"> <li>This will be a calendar/list view of scheduled events.</li> <li>User can search or filter to see scheduled events for a specific month.</li> <li>In this view, only the event's title day and time is displayed.</li> </ol>
Events Detail	<ol style="list-style-type: none"> <li>The full event detail is displayed</li> <li>This includes the event title, description, date, time, contact and event image.</li> <li>There is no "RSVP" or "sign up" function for events</li> </ol>
Contact Us	<ol style="list-style-type: none"> <li>This will be a contact form for user to submit: name, email, phone and message.</li> <li>This will also include email, phone number and address of the HOA.</li> </ol>

#### Admin Requirements

FUNCTIONS	DESCRIPTION
Content Management	<ol style="list-style-type: none"> <li>Ability to manage (see, add and delete) photos in gallery as well as to edit the caption of photos.</li> <li>Ability to manage (add, delete) newsletters. Newsletters will be uploaded as pdf.</li> <li>Ability to manage (add, delete, edit) blogs.</li> <li>Ability to manage (add, delete, edit) events.</li> <li>Ability to edit About Us (text and image content only).</li> <li>Ability to edit HOA email, phone no and address in the Contact Us page.</li> <li>Ability see a list of contact form submission.</li> <li>All contact form submission will be forwarded to admin email(s).</li> <li>Admin can edit the email addresses that contact form submission is being forwarded to.</li> </ol>

#### TECHNICAL REQUIREMENTS

- The website will be built to support all major web browsers. Chrome, Firefox, Safari and Edge.
- The Website will be mobile optimized.
- All code (source) files shall be property of the Customer upon completion of the project and full payment to contract terms.
- The backend and all web files shall reside on customer's hosting account
- 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.

6. Sheer Industries shall use a suitable coding or development framework to develop the website. This may include the use of open source CMS.
7. The Website shall be in English only.

#### **ART, GRAPHICS & MEDIA**

1. UX/UI design included. Graphic design may involve the use of stock images.
2. All branding requirements, including logo, product images, infographics or video shall be provided by the customer.
3. All text and photo gallery content shall be provided by the customer. Copywriting is not included.

#### **HOSTING & OTHER SERVICES**

1. Customer is responsible for opening and maintaining a hosting 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. N/A

#### **MAINTENANCE AND SUPPORT SERVICES**

1. Follow on maintenance and support service is available for your website. Please contact Sheer Industries for more information.