

# GMH Leasing Dashboard Contract

---

This contract (the "Agreement") is entered into this 23 day of May, 2024, by and between **GMH Communities**, hereinafter referred to as **the "Client"**, and **No Clocks, LLC**, hereinafter referred to as **the "Contractor"**.

## Overview

### Client Information:

- Name: GMH Communities
- Contact: Rand Ginsburg [rginsburg@gmhcp.com](mailto:rginsburg@gmhcp.com)
- Address: 10 Campus Boulevard, Newtown Square, PA 19073, USA

### Contractor Information:

- Name: No Clocks, LLC
- Contact: [team@noclocks.dev](mailto:team@noclocks.dev)
- Address: 2161 Peachtree Rd NE, Apt 401, Atlanta, Georgia, 30309, USA

## Executive Summary

This Agreement outlines the collaboration between GMH and No Clocks, LLC to design, develop, and deploy a leasing dashboard with user authentication and management, and API integration with a secure database architecture. The project aims to deliver a functional MVP within one week, with a billing rate of \$50 per hour per developer, and an estimated total cost of \$2,000.

## Services

Contractor agrees to perform services as described in Attachment A (the "Services"), as well as in the previously provided Project Plan, and Client agrees to pay Contractor as described in Attachment A.

# Signatures

In witness whereof, the Parties have executed this Agreement, inclusive of Attachment A and Attachment B, as of the later of the two dates below (the “Effective Date”).

**Client (Rand Ginsburg)**

\_\_\_\_\_ Signature

\_\_ Date

**Contractor (Patrick Howard)**

\_\_\_\_\_ Signature

\_\_ Date

**Contractor (Jimmy Briggs)**

\_\_\_\_\_ Signature

\_\_ Date

---

## Attachment A: Services

▮ *Services Summary: GMH Leasing Dashboard MVP*

### Scope of Work

**1. Dashboard Creation with User Authentication & Management:**

- Design and implement a user-friendly dashboard interface.
- Develop robust user authentication and management features.
- Include data visualization, export capabilities, and any additional features as per GMH requirements & requests.

**2. API Integration with Database Architecture:**

- Integrate provided Entrata API endpoints for real-time data access and updates.
- Design & integrate backend database schema for secure data storage in cloud services.
- Ensure seamless data flow between the Entrata API and the dashboard.

## Objectives and Deliverables

- **Dashboard:** A functional and secure dashboard with user authentication and management capabilities.
- **Database Architecture:** A robust database architecture for secure data storage and retrieval.
- **API Integration:** Seamless integration of the necessary APIs with the dashboard.

## Timeline and Milestones

- **Day 1-2:** Initial UI/UX Design for Dashboard, Development of User Authentication and Management Features.
- **Day 3-4:** Database Architecture Design and Implementation, API Integration.
- **Day 5:** Testing and Quality Assurance, Deployment and Initial Feedback Collection.
- **Day 6-7:** Review and Iteration based on Feedback, Final MVP Deployment.

## Billing

Amount billed based on time tracked:

- \$50.00/hr (per developer)
- Invoice Summaries will include details about the work performed & the time worked. Invoice summaries will be included in invoices, shared with the client through email, & made available for them to revisit.

## Performance

Performance Metrics:

- Timely completion of milestones as per the timeline.
  - Successful implementation of user authentication and management features.
  - Seamless integration and functioning of the Entrata API with the dashboard.
  - Positive feedback from initial deployment and user testing.
-

## **Attachment B: Terms and Conditions**

### **1. Acceptances:**

The undersigned representative of Client has the authority to enter into this Agreement on behalf of Client. Client agrees to cooperate and to provide Contractor with everything needed to complete the Services as, when, and in the format requested by Contractor. Contractor has the experience and ability to do everything Contractor agreed to for Client and will do it all in a professional and timely manner. Contractor will endeavor to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.

### **2. Warranty:**

Contractor warrants that:

- The Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Contractor may have to others.
- None of the Services or Inventions or any development, use, production, distribution, or exploitation thereof will infringe, misappropriate, or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor).
- Contractor has the full right to provide Client with the assignments and rights provided for herein.
- Contractor shall comply with all applicable laws in the course of performing the Services.
- If Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.

Except as set forth in this Attachment B, Contractor disclaims any and all warranties, whether expressed or implied, including but not limited to the warranty of merchantability, fitness for a particular purpose, suitability, completeness, or results to be derived from the work. Except as set forth herein, all deliverables are delivered on an "as-is" basis.

### **3. Confidentiality & Non-Disclosure:**

Each party shall maintain, in the strictest confidence, all Confidential Information of the other party. Confidential Information means all nonpublic information disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential. In the event a party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information. Each party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its

employees, affiliates, representatives, or agents and such party agrees to indemnify and hold harmless the other party from and against any liabilities, claims, damages, losses, costs, and expenses resulting, directly or indirectly, from any breach by a party, or any of its employees or independent contractors, of any provision of this Agreement. The obligations of this Section shall survive termination of this Agreement for a period of 3 years.

**4. Client Responsibilities:**

The Client shall provide the Contractor with all necessary information, materials, and approvals in a timely manner to facilitate the timely completion of the services. The Client shall also be responsible for providing the Contractor with access to the Client's web hosting account, domain name, and any other necessary accounts and resources, as needed.

**5. Feedback:**

The Client shall provide the Developer with timely feedback and approvals on all aspects of the website design and development. The Client shall be responsible for reviewing and approving all deliverables provided by the Developer.

**6. Ownership and Licenses:**

Contractor agrees that the deliverables and materials developed pursuant to this Agreement shall be treated as if the development of such deliverable constitutes a "work for hire" and shall be owned by Client upon payment of all fees due to Contractor pursuant to this Agreement. In the event that any such material is considered not to be a "work made for hire," Contractor hereby assigns all ownership and other proprietary or rights, title, and interest in such deliverables and materials to Client, and agrees to execute such documents as Client may reasonably request, in order to assist Client in obtaining and protecting such rights. Contractor agrees that Contractor has no interest in any materials that Contractor submits to Client, including, without limitation, any security interest therein, and hereby releases to Client any interest therein which may be created by operation of law. Except as otherwise agreed to in writing and as necessary in the performance of this Agreement, Contractor shall have no rights to license, sell or use the deliverables or materials developed under this Agreement, or any portion thereof.

**7. Non-Solicit:**

Contractor agrees that during the period in which it is providing Services and for one year thereafter, Contractor will not encourage or solicit any employee, vendor, client, or contractor of Client to leave Client for any reason.

**8. Relationship of Parties:**

Nothing contained in this Agreement shall be construed to create a partnership, joint or co-venture, agency, or employment relationship between Contractor and Client. Both Parties agree that Contractor is, and at all times during this Agreement shall remain, an independent contractor.

## **9. Term & Termination:**

Either Party may terminate this Agreement at any time, with or without cause, upon 30 days written notice. Either Party also may at any time terminate the Agreement immediately if the other party commits a breach of this Agreement and such party does not cure a breach within 5 days of written notice from the non-breaching party of such breach. If this Agreement is terminated earlier by Client without cause, Client agrees to pay Contractor any and all sums which are due and payable for services provided as of the date of termination and expenses already incurred, including those from documented non-cancelable commitments.

Contractor agrees to use the best efforts to minimize such costs and expenses.

Termination for any reason shall not affect the rights granted to Client by Contractor hereunder. Upon termination, Client shall pay to Contractor all undisputed amounts due and payable. If upon termination Client has not paid undisputed fees owed for the material, deliverables or Services provided by Contractor as of the date of termination, Client agrees not to use any such material or the product of such Service, until Client has paid Contractor in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Contractor shall retain a perfected security interest in the deliverable or material until Client has made