Service Agreement No.

**IWN-EVD-12-31-18**

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| **Mr. Maulik Pandya Chief Executive Officer** | **Mr. Hemakumar Velugula and**  **Mr. Chris Hyland** |
| **Evince Development Pvt. Ltd** |  |
| D 402, Ganesh Meridian,  Opp. New High Court,  S G Road, Sola  Ahmadabad– 380060, India **Tel :** +1 (315) 715-8494  **Email :** [maulik@evincedev.com](mailto:maulik@evincedev.com) | 25 Old Road,  Westport  CT 06880-4140  United States  **Tel**: +1 (732)-213-5189  **Email :** [velugula@gmail.com](mailto:velugula@gmail.com) |

**THIS CONTRACT FOR SERVICES AGREEMENT** is made/updated on **31st of December, 2018** by and between

**Hemakumar and Chris** with a principal place of business at 25 Old Road, Westport, CT 06880-4140

United States and represented by **Mr. Hemakumar Velugula and Mr. Chris Hyland**(Hereinafter referred to as “Client”)

**AND**

**Evince Development Pvt. Ltd** with a principal place of business at D-402, Ganesh Meridian, Opp. New High Court, SG Road, Sola, Ahmedabad 380060, India, and represented by **Mr.** **Maulik Pandya** (hereinafter referred to as “Evince”)

WHEREAS, the Client wants Evince to develop a Mobile Application (for Android & iOS) for poling, where users will be able to answers the questions in ‘Yes’ or ‘No’ and view the standing reports & their ranking. Also, there will be provision for adding more options and allow user to select between multiple choices. Mobile Application will be developed using **React Native** with **PostgreSQL** Database and **PHP-CI** for Rest API. Service need to be performed are described further in detail on **Exhibit A-Specifications**. Evince is a contractor with whom the Client has come to an agreement to develop the Application.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Services Agreement, Evince and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

# TERM OF CONTRACT

The contract period under this Service Agreement will become effective from the date of the Client Kick-off meeting (after receiving upfront payment of Milestone 1 as stated in Clause 4) for a minimum period of **5 Weeks** and will continue in effect until the services provided for in this Service Agreement have been performed or until terminated as provided in this Service Agreement. The service engagement model would be **Fixed Price Model**. Here Client pays a pre-negotiated Fixed Price for the complete project, which in turn is linked to well-defined deliverables.

# EVINCE DUTIES

The Client hereby engages Evince and Evince hereby agrees to be engaged by the Client for the application development, testing and delivery of the Application in accordance with the specifications as described further in detail on Exhibit A**.**

1. Evince shall complete the services for the Application according to the specification described in Exhibit A. In accordance with such Specifications, the final product shall be delivered to the Client within **5 Weeks**. This timeline is contingent upon the Client completing their obligations as set out in Clause 8 of this Agreement. Any delay by the Client in completing their obligations, will extend the Delivery Date by the same amount of time as the delay.
2. The Client may terminate this Application agreement at any time upon material breach of the terms herein and failure to cure such a breach within 7 (Seven) working days of notification of such a breach.
3. Any change requested other than the final scope of work described in **Exhibit A** will be communicated, documented and charged as separate cost from the actual cost of the work. Change request charges would be **paid** for the mobile application development services.

# DELIVERY

The Application shall function in accordance with the Specifications on or before the Delivery Date of this agreement.

If the Application as delivered does not conform to the Specifications, the Client shall within seven (7) days of the Delivery Date notify Evince in writing of the ways in which it does not conform to the Specifications. Evince agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

# PAYMENT STRUCTURE

As per the concept and requirement, Evince infers that it will take approximately **318 Hours** to complete this project and the minimum duration would be **5 weeks**.

* **Estimation Based on High-Level Break Up:**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Activity** | **Hours** |
| 1 | UI Design | 24 |
| 2 | API Development (Web Services) + One Admin Web Page(Online User & Last Question details) | 82 |
| 3 | Mobile App Development (React Native) | 116 |
| 4 | Functionality Testing | 34 |
| 5 | Project Management | 14 |
| 6 | AWS Setup | 24 |
| 7 | User Guide | 8 |
| 8 | Deployment to App Store & Play Store | 16 |
| **Total Estimated Hours** | | **318** |

**Work Milestones:**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Tasks/Activities** | **Timeline** |
| 1 | UI Design and DB Design | 1 Week |
| 2 | API Development and Single Admin Page | 2 Weeks |
| 3 | UAT, MVP roll out, code release and User Guide | 2 Week |

**Notes:**

* All relevant documentation, code/build artifacts needs to be checked into source control before payment date.
* Development team should get sign off from client on each delivery before proceeding to next milestone.
* It is necessary for the client to make sure final deployment of entire app (including UI and API/DB) choices are discussed and hosted on AWS.
* After complete UAT and before release code, Client has to complete the pending payment.

# Notes: -

1. The above quote is based on our understanding and the scope defined in attached proposal document. Any other features/deliverables that are not mentioned in the proposal document should be discussed and documented separately.
2. All the rate and price are mentioned in **USD** only.

# ENGAGEMENT MODEL

**Fixed Price Model:**

The service engagement model would be **Fixed Price Model.** Here Client pays a pre-negotiated Fixed Price for the complete project, which in turn is linked to well-defined deliverables.

# PAYMENT TERMS & CONDITIONS

1. Provided that Evince has completed their duties outlined in this Agreement, the Client agrees to make the payment within **Five (5)** working days after receiving the invoice.
2. The payment will have to be remitted to Evince’s bank accounts in India by wire transfer or using the PayPal account (if applicable).
3. All of the payment processing charges (like wire transfer / PayPal transaction charges) will be borne by the Client.
4. The client should respond to Evince’s queries within seven (7) consecutive working days, or client has to update his availability to discuss those queries in case he is unable to answer in 7 days.
5. The entire amount paid by the client is non-refundable under any/all circumstances.

### PAYMENT DETAILS

**Bank Details:**

* Bank Name: HDFC Bank
* A/C Name: Evince Development Pvt. Ltd.
* A/C Number: 50200015353701
* Address: D-402, Ganesh Meridians, Modinagar Part - 1, Opp. Gujarat High Court, Sola Road, S.G. Highway, Ahmedabad - 380060
* SWIFT Code: HDFCINBBXXX
* IFSC Code: HDFC0001679

**PayPal Details:**

Our PayPal ID is [account@evincedev.com](mailto:account@evincedev.com)

# ROLE OF EVINCE

* Evince shall be responsible for providing the services as agreed in this Service Agreement.
* Evince shall deploy the developed code at the live server provided by the client within 5 working days of receiving final payment.
* Evince will provide the Client with a PSR (Project Status Report) outlining the tasks undertaken and the time spent by the resources on it.
* Evince will submit the source code together with all intellectual property rights to the Client upon successful completion of the deployment.
* Once Evince submits source code to the client or uploads it in live production system, the delivery of Application, work product and/or project is assumed as complete and “signed off”.

# ROLE OF CLIENT

* The Client will appoint one Project Coordinator who shall be one-point contact for Evince for all matters pertaining to the Application development. He/She shall be the responsible for approval.
* The approval/feedback should take place within 2-4 working days from the day Evince presents any material for approval/feedback.
* The Client will provide the requirements and specification for the project to be developed in softcopy format via electronic media (Doc file, PDF file etc.).
* The client will procure the necessary Application Licenses and/or any third party App that would be required in the development of the Application.
* The Client would also procure the necessary Hardware equipments that would be required for the Application that is to be developed and deployed. The client would provide the necessary connectivity required to deploy the code on the server.
* The Client will provide the test-data for testing the Application to be developed.
* Client shall respond to Evince queries within 5 working days.
* The project will be undertaken at Evince’s Ahmedabad location only. The client will bear the cost of travel outside the Ahmedabad area, with an allowance, travel and lodging, whoever the resource(s) would be travel onsite.

# PROPRIETARY RIGHTS

## New Developments

Evince agrees that all designs, plans, computer programs, reports, specifications, drawings, inventions, processes, and other information or items produced by Evince while performing services under this agreement and pertaining to this project only will be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Evince while performing services under this agreement. This would apply also in the event of termination because of bankruptcy or insolvency of Evince. On request and at Client's expense, Evince agrees to help Client obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Client in completing any required Application or registration.

## Confidential Information

Evince agrees that during and after their performance of services for Client, Evince’s employees, agents, and subcontractors will not (a) directly or indirectly divulge to any unauthorized person, information that is designated as confidential by Client; (b) disclose to anyone other than an employee of Client any information in any form that is acquired or developed during their performance of services for Client that is obtained from a Client employee (including, for example, Client’s know how not known to the general public or recognized as standard practice); (c) use such information for any purpose other than performance of services for Client; and (d) directly or indirectly publish any such information without Client’s prior written permission. This clause imposes no obligation with regard to information that was in Evince’s possession before receipt from Client, or that is or becomes a matter of public knowledge through no fault of Evince, or that is independently developed by Evince. On termination of this agreement, Evince will return any confidential information in their possession to Client.

## Non-Solicitation

For a period of two years following the termination of this agreement, Evince will not do either of the following: (1) call on, solicit, or take away any of Client's customers or potential customers Evince became aware of as a result of performing services under this agreement; or (2) solicit or hire away any of Client's employees or contractors Evince became aware of as a result of performing services under this agreement.

For a period of two years following the termination of this agreement, the Client will not do either of the following: (1) call on, solicit, or take away any of Evince's customers or potential customers, which the Client has become aware of as a result of performing services under this agreement; or (2) solicit or hire away any of Evince's employees or contractors, the Client became aware of as a result of this agreement.

## Reusable Components:

Evince believes in ethical code of conduct and bears due respect for protection of the customers’ interests. At the same time, our best practices and global templates deployed across projects with reusable components like lines of source code in bits and pieces, work products, small modules etc. sometimes assimilate in UI/UX design, front-end appearance and/or nature of functionality. Notwithstanding continuous software developments by many players globally and dynamic employee movements, it is very likely to come across Applications which may give such impression of duplication. Apart, Evince may have customers requiring the same or similar software solutions. In that case, our developers may leverage productive utilization of such reusable components, out of previous projects’ common codes, libraries, structures, architectures, databases etc.

# DEVELOPER WARRANTIES

Evince represents and warrants to the Client the following:

1. Development and delivery of the Application under this Agreement are not in violation of any other agreement that Evince has with another party.
2. The Application will not violate the intellectual property rights of any other party.
3. For a period of **2 Months** after the delivery date, the Application shall operate according to the Specifications. If the Application malfunctions or in any way does not operate according to the Specifications within that time, then Evince shall take any reasonably necessary steps to fix the issue and ensure the Application operates according to the Specifications. There will be separate agreement for Annual Maintenance services.

# PRE-REQUISITE INFORMATION

Following Pre requisites should be provided by the client before the initiation of the project

implementations.

* Logo in PSD Format
* Application Design Approval
* Required Content and Images (if required any)
* Google Ads Account
* Facebook Developer Account (for login via Facebook)
* Google Developer Account (for login via Google+)
* Apple Developer Account

**Note**: Delayed in providing pre-requisites may hamper the plan schedule of the deliverables.

# FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

# NO MODIFICATION UNLESS IN WRITING

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

# APPLICABLE LAW

This Services Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of State of Gujarat and subject to the exclusive jurisdiction of the central and state courts located in Ahmedabad, Gujarat.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

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| **Evince Development Pvt. Ltd** | **Mr. Hemakumar Velugula**  **and**  **Mr. Chris Hyland** |
| **By:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **By:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name**: Mr. Maulik Pandya | **Name:** Mr. Hemakumar Velugula |
| **Title**: Chief Executive Officer | **Title**: Owner |
| **Date:** 12/31/2018 | **Date:** |

# **Exhibit A - specifications**

**Attached:** iWin-Estimation-MobileApp-ED.xlsx

**Project Assumptions**

* The mobile application will support single language i.e. ‘English’ only.
* Image, videos or any sort of multimedia will not be supported for the ads.
* The mobile application will support smartphones only in the Portrait mode.
* All users will get same set of questions for specific dates.
* Mobile Application will be developed using **React Native with Postgres SQL database.**
* API will be developed in **PHP-CodeIgniter**.
* Estimation is provided based on mockups provided by the Client

**Out of Scope:**

* Build Pipeline Setup

**Questions:**

* How do you want the questions to appear to users? Let’s say in all there are 100 questions. We can have random 25 questions randomly being shown to the user when he begins a quiz.
* Another way will be to create few sets of questions (like 10 set of 25 questions) and one of the sets gets displayed to the user randomly. Can you please let us know which approach will you like to go for?

**Client:**

*Going to start with 4 questions daily and can increase number of questions administered from backend.*

*Will give you more concrete feedback in a week by 12/29*

**Evince:**

- Alright, the client needs to enter questions, options along with date. The client can enter n number of questions via database (no admin panel considered here ). All questions belonging to the current date will get displayed inside the mobile application. The client needs to enter only 4 questions, if he wants to display 4 questions on that day. No global configuration for number of questions will be needed in this case.

* Which advertisement do you prefer? We have recommended a couple of ad platforms like Google Ads, FB Ads etc.

**Notes:**

* Removing the admin panel will require handful of database operations to be performed manually.

***Client:***

*Client expects ability to feed questions for a given date and input answers so that app scores users.*

* The admin user will need to set the correct answer in database once the match ends. The scores of users will be updated every hour via CRON job. Please let us know if we are supposed to increase / decrease this time.
* The human error will be tricky to encounter here since we are manipulating the database directly. Any database operations done will be tough to rollback. However, we will keep track of whether the user has received points for specific question or not and what points were allocated. So we will be able to rollback but it will again require handful of queries to be triggered.