



Statement of Work

Developer Army



Version 2

January 5, 2024

Statement of Confidentiality

We view our own approaches and insights as proprietary and therefore look to our clients to protect EXPRESIA interests in our presentations, methodologies and analytical techniques. The information within this document has been produced exclusively for your use.

Under no circumstances should this material be shared with any other organization without the express written consent of EXPRESIA. By accepting this document, you are hereby agreeing to and accepting these terms and conditions.

Table of Contents

Statement of Confidentiality	2
Table of Contents	3
1. Developer Application Process	4
2. Deliverables	5
2.1. Developer Responsibilities	5
2.2. Expresia Responsibilities	6
3. Contact and Banking Information	7
4. Template Bounty Details	7
5. Terms & Conditions	8
5.1. Compensation	8
5.2. Duration of Agreement and Cancelation	8
5.3. Non-Disclosure	9
5.4. Intellectual Property Rights	9
5.5. Limitation of Liability	10
5.6. Dispute Resolution	10
5.7. Expresia Developer Army Partner Program Termination	10
6. Approval	11

1. Developer Application Process

Any developer with proficient front-end to full-stack skills, including HTML, CSS, and JavaScript proficiency, is eligible to apply for the Expresia Developer Army program. The application process involves the following steps:

- 1.1. An application is considered as received when a developer fills out, signs and sends a Statement of Work (SoW) for a template bounty. This SoW outlines the agreement terms and assigns a bounty based on the selected template's complexity.
- 1.2. Developers are required to review the curated list of potential templates from the Templates Bounty Table. These templates cover various industries, design styles, and complexity levels. Developers should select a template that aligns with their expertise and interests.
- 1.3. After selecting a template, developers must submit their full name, contact details, including address, postal code, and phone number, along with their preferred email address. As well as provide the selected template's name, expected completion date, and payment details (bank name, account, address, and IBAN/SWIFT code if applicable).
- 1.4. Upon receiving a signed copy of their select template Statement of Work and required assets, developers can commence template implementation in Expresia.
- 1.5. Once the developer has completed their template, they must submit the template for review on the informed completion date via email to support@expresia.com with the subject Dev Army: Template submission for review. The body of the email must include the temporary domain (example.xpr.cloud) in which the developer has implemented the template.
- 1.6. In the event that the developer requires extra time to complete the template submission, they must inform Expresia via email at marketing@expresia.com with the subject: Dev Army: Template submission extension request. In the body of the email, include the following information:
 - temporary domain (example.xpr.cloud) in which the developer has implemented the template
 - if the reason for the extension request is due to an issue with Expresia for which you are waiting for resolution. (Add support ticket number if applicable)
 - length of time needed for extension, provide new estimated delivery date.

Only express agreement by Expresia will be considered a granted extension. Failure to submit the template on the expected completion date will be considered a forfeiture of the application, by which Expresia is entitled to reassign the template to other interested developers.
- 1.7. The Expresia technical team will take up to 7 business days reviewing a template for a first submission, and up to 5 business days when reviewing a template for a second submission.
- 1.8. When receiving a failed review, the Developer must choose if they are interested in submitting the template with revisions or, if they prefer to receive a discretionary partial implementation payment. **See Section 5.1 Compensation**
- 1.9. The Developer must inform Expresia of their decision by responding to their submission review results email. In the event the Developer chooses to resubmit, they must include in this email a resubmission date. This date will not be extended.
- 1.10. Upon receiving a passing review, the Developer's application will be considered successful, and their application will be passed to the Expresia certification steps.

2. Deliverables

2.1. Developer Responsibilities

The following list represents the deliverables that the Developer is responsible for developing and delivering to Expresia:

2.1.1. Application Procedure Responsibilities:

- Ensure that the provided contact and banking information provided at the beginning of the process is correct. **See Section 3: Contact and Banking Information**
- Inform Expresia of the expected completion date for the template implementation. The expected completion date must take into consideration the Expresia informed hourly estimate.

2.1.2. Template Implementation Responsibilities:

- As part of the implementation planning process, the developer should be considering that the template can be used immediately for its intended purpose and easily customized by other developers or Expresia clients (example color/font changes, content changes, logo, etc.)
- Implement the template following Expresia development Best practices and procedures documented in the API Documentation and Developer Documentation.
- Code formatting for the implemented template must follow industry standards, such as:
 - Avoiding code duplication and organizing it into reusable functions when possible.
 - Using consistent naming conventions, as well as naming all ids, classes, variables and functions in English.
 - Indenting all code properly to display nestings.
 - Ensuring the template uses the latest versions of the libraries in use.
- Confirming that all forms are protected by a recaptcha system to avoid spam activity from transactional email, such as account creation confirmation emails.
- Guaranteeing that all passwords created follow minimum security best practices, that include:
 - Passwords are longer than 8 characters.
 - Passwords include uppercase and lowercase letters.
 - Passwords include at least one numeric character.
 - Passwords include at least one special character.
- Optimizing image sizes and using preferred image, video and audio web formats.
- Optimizing your template above 60% for [Page Speed Insights](#) in both web and mobile.
- As well as common Expresia good practices, such as:
 - Utilizing Expresia's Bundle system, including grouping similar functionality into separate bundles for easier management.
 - Utilizing Expresia's Content Playlist system to create content modules and leverage Playlist Skins.
 - Naming all Content Playlists and Playlist Skins consistently and in English.
 - Offering a screenshot of each Playlist Skin in the Skin bundle to support easier content management.
 - Take advantage of default Expresia fields where possible to avoid having to create custom fields. For example, using the Description field in the Section or Article Editor rather than creating a custom field to do the same thing.
 - When using Custom Fields, ensuring naming conventions are descriptive enough to support content management. It should be easy for content creators and site developers to determine what the custom field is used for. That being said, you still want to avoid being too specific so fields can be reused in multiple places. For example: Button Label, this is a general term and can be used for any CTA, but it is very clear on what its use is.

- Utilizing Custom Fields Profiles where applicable for cleaner content management options.
- Resolving all Expresia SSJS Console errors.
- Checking the Expresia Code Quality Report and address any items noted in the **Slowest Element Times** table as well as any errors noted in the **Elements** section
- Using Expresia APIs where applicable to help with functions such as search, content filtering or user authentication.

For a complete list of items included in the Template Review process, please refer to the [Template Review Criteria](#)

2.1.3. Expresia Communities Behaviour and Channels Usage:

- Use the appropriate Expresia community and support channels within reason and accept the applicable response policies.
- Make use of the Expresia community and support channels to request support and ask questions.
- Refrain from using the template assets covered by this SoW for personal or commercial use beyond the terms of this document.
- Update contact and banking information in case of changes.

2.2. Expresia Responsibilities

The following list represents the deliverables that the Expresia is responsible for developing and delivering to the Developer:

- Provide the selected template assets in a timely manner for the Developer to commence work.
- Keep the informed contact channels available and direct the Expresia team to respond within reasonable time and usage.
- Provide technical support in case the Developer encounters platform issues.
- Review template submitted by the Developer and provide feedback within reasonable time.

3. Contact and Banking Information

The contact information as provided by the Developer will be used for all contact purposes for the duration of their Expresia Developer Army engagement. Banking information will be used to release bounty funds.

All fields are required. If they do not apply, include N/A

First Name	
Last Name	
Street Address	
City	
State/Province	
Country	
Postal/Zip Code	
Phone Number	
Email Address	
Banking Institution Name	
Bank Address	
Account Number	
IBAN	
SWIFT/BIC	

4. Template Bounty Details

All information regarding the template bounty can be found at the below link:

<https://www.expresia.com/developer-army-template-bounties/>

Template Name	
Category	
Complexity	
Comments	
Bounty (USD)	
Expected Completion	

5. Terms & Conditions

5.1. Compensation

The predetermined bounty is based on the estimate provided by Expresia and not by the Developer. Payment will be issued upon the successful review and approval of the submitted template. In the event that the submitted template is not approved, the Developer will have the option to resubmit their template with the suggested revisions from the Expresia team. Should the Developer choose not to resubmit, Expresia reserves the right to offer to purchase the template as is at a reduced rate to be determined.

In the event the Developer chooses to accept a partial payment for a failed submission, the Developer will not be eligible to re-apply to the Expresia Developer Army Program.

5.1.1. Payment Process for Approved Templates

When a developer receives a passing review, the Expresia team will internally request the processing of the payment. As this payment will not require an invoice from the Developer, it is the Developer's sole responsibility to ensure that their payment information as stated in this Statement of Work is accurate.

5.1.2. Payment Process for Partial Implementation Purchases

Should the Expresia team choose to offer to purchase a partial implementation of the template at a reduced rate, they will provide the developer with an invoice template to be completed. The Developer will include all necessary contact and banking details as well as the agreed upon amount.

Upon approval of the invoice, the Expresia team will internally request the processing of the payment. It is the Developer's sole responsibility to ensure that their payment information as stated in this invoice is accurate.

5.1.3. Payment Processing

Expresia approves payments bi-weekly on Wednesdays, as such, any approvals granted one day after the Accounting Committee will be approved in the next payment cycle.

In the event that the banking information provided in this Statement, or in the Developer's Invoice is incorrect, the Developer will be liable for any wire transfer recovery, processing fees, or the indefinite loss of the transferred money if it cannot be recovered.

5.2. Duration of Agreement and Cancellation

Upon acceptance by both parties, this agreement will take effect immediately and remain in effect until the purpose of the Project has been achieved, unless it is terminated earlier under this clause.

5.2.1. Submission Extension Requests

In the event that the developer requires extra time to complete the template submission, they must inform Expresia via email at marketing@expresia.com with the subject: **Dev Army: Template submission extension request**. In the body of the email, include the following information:

- temporary domain (example.xpr.cloud) in which the developer has implemented the template
- if the reason for the extension request is due to an issue with Expresia for which you are waiting for resolution. (Add support ticket number if applicable)
- length of time needed for extension, provide new estimated delivery date.

Only express agreement by Expresia will be considered a granted extension. Failure to submit the template on the expected completion date will be considered a forfeiture of the application, by which Expresia is entitled to reassign the template to other interested developers.

5.2.2. Refusal to Submit Revisions on a Failed Template Review

The Developer accepts the cancellation of this Statement of Work and forfeits the rights to the bounty compensation when:

- The Developer chooses not to submit revisions for an unsuccessful template submission.
- The Developer is not able to submit revisions within a reasonable date, which should not exceed the initial duration of the template implementation.

5.2.3. Failure to Pass a Second Template Review

In the event that the developer submits revisions to a failed template review, and said revisions are not accepted for a second time, the Developer accepts the cancellation of this Statement of Work and forfeits the rights to the bounty compensation.

5.2.4. Refusal of Partial Compensation for a Failed Template Review

As stated in **Terms & Conditions 5.1. Compensation**, Expresia reserves the right to offer to purchase the template as is at a reduced rate to be determined. If the Developer does not accept the offered sum for unfinished or unaccepted work, the Developer accepts the cancellation of this Statement of Work and forfeits the rights to any bounty compensation.

5.3. Non-Disclosure

Neither party shall disclose the terms and conditions of this SOW to any third party except to those of its financial and legal advisors who are under a contractual or statutory obligation to maintain the confidentiality of the existence of and terms of this SOW.

Each party agrees to keep confidential, and not to use or disclose except as permitted by these terms and conditions, any Confidential Information of the other party. The parties agree not to disclose these terms and conditions (including any schedules), or any details of a Purchase Order or Quote. This obligation of confidence extends to Confidential Information obtained by a party before entering into this agreement. Each party must take

all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

The confidentiality of your business plans and data is critical to the success of your business. The Developer respects this and will treat all such information with utmost confidentiality. Expresia views our own approaches and insights as proprietary and therefore will look to the Developer to protect Expresia's interests in our presentations, methodologies, and techniques. The information within this document has been produced exclusively for the Developer to illustrate the Expresia's understanding of the engagement for services provided by us and detailed in this document. Under no circumstances should this material be shared with any other organization without Expresia's written consent. By accepting this document, you are hereby agreeing to and accepting these terms and conditions.

5.4. Intellectual Property Rights

Any Intellectual Property Rights or copyright of all conceptual and design work produced belong to its original owner for international usage unless otherwise stated in the content of this document. All methodologies used, or conceptual work presented by Expresia remain the company's property and cannot be used by the Developer exceeding the Developer Army Terms and Conditions.

In the event any of the Developer's Tools are incorporated into the Work Product or the Application, then the Developer hereby grants to Expresia, its successors and permitted assigns, a worldwide, non-exclusive, royalty-free, right to use, such Tools, only in connection with the Expresia's use of the Application, and any successor site(s) thereto or mirror site(s) thereof and not for resale, distribution, or commercialization generally to third parties in isolation, unbundled from the Application.

As the Developer will be working with a 3rd party intellectual property for implementation purposes, derivative work that exceeds the scope of this document will be an Intellectual Rights violation. This includes changes to the template assets content.

Nothing in this SOW conveys to the Developer, and the Developer shall not acquire by this SOW or any activity engaged in by the Developer pursuant to this SOW any right, title, or interest in or to the Application, which rights are retained exclusively by its original author.

5.5. Limitation of Liability

Expresia will undertake to use its best endeavors, within the boundaries of the project, to provide advice and guidance to the benefit of the Developer's business. However, Expresia shall not be liable in any circumstances for any consequential loss whatsoever, however caused, including (but without limitation) business interruption and/or loss of profits arising from the contract.

5.6. Dispute Resolution

Issues that may arise will be negotiated in good faith between Expresia and the Developer in order to find fair and swift resolution. In the event that any legal disputes arise, the laws of British Columbia, Canada, will serve as the governing law in said cases.

5.7. Expresia Developer Army Partner Program Termination

5.7.1. Denial of Participation

Participation in the Expresia Developer Army program may be denied or terminated under the following conditions:

- Developers who fail to provide the initial information required for the creation of the Statement of Work (SoW).
- Developers who do not return a signed Statement of Work (SoW).
- Developers who do not submit an instance with an implemented template within the stipulated time frame.
- Developers who do not pass the template assessment conducted by Expresia's Technical team.

5.7.2. Termination of Participation

Impersonation or misrepresentation: Developers who impersonate Expresia or misrepresent their relationship with Expresia or Backbone, our parent company. Participants are recognized as on-demand freelance contributors, not employees.

Failure to contribute effectively: Developers who fail to deliver projects to the best of their abilities, miss deadlines, compromise quality, or otherwise underperform in projects they have been recommended for staffing on behalf of Expresia.

Breach of NDAs: Developers who breach non-disclosure agreements signed for project work where they are participating on behalf of Expresia or as a referred Expresia development partner.

Forging or altering accreditation: Developers who forge or alter in any way our Accreditation certificate or badge.

5.7.3. Consequences of Termination

In the event of termination, the following consequences may apply:

- Revocation of accreditation: Developers' accreditation in the Expresia platform as a trusted development partner will be revoked.
- Use rights to the badge: Use of the Expresia Certified Developer badge will be prohibited.
- Cease and desist communication: Participants are required to cease and desist all communication and efforts associated with Expresia's name or that of Backbone, our parent company.
- Termination of staffing opportunities: Developers will be terminated from staffing opportunities on any projects they have been recommended for.
- Cessation of referrals: Expresia will cease referrals for developers to work on projects.
- Forfeiture of outstanding benefits: Any outstanding benefits or privileges related to the Expresia Developer Army program may be forfeited, including ongoing payments originated in licenses splits, upon termination. The specific impact on payments will be determined on a case-by-case basis, taking into consideration the circumstances of the termination, and the completed work of the Developer.

6. Approval

By signing this document, Expresia authorizes the Developer to commence the project and confirms that the terms, conditions, and costs presented in this proposal have been reviewed and approved.

SIGNATURE:

SIGNATURE:

EXPRESIA

ADDRESS:

DATE: