

# Project Services Agreement

## RMEP Cab Builder, Dealer Portal & Systems Consolidation

**Effective Date:** June 8, 2026

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This Agreement is entered into between **Rocky Mountain Elevator Products / Kingdom Way Capital** ("Client") and **Tomas Morais, Morascale** ("Provider").

**Client:** Rocky Mountain Elevator Products / Kingdom Way Capital, represented by Patrick Hutchinson or authorized representative.

**Provider:** Tomas Morais, Morascale.

## 1 Project Overview

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This Agreement covers a three-month founding partnership for the RMEP cab builder, dealer portal, and supporting systems. The engagement is designed to consolidate the existing codebase, select one clear architecture, get a strong usable first version live, and build forward from there.

The project has evolved from the original public website and dealer portal direction into a more technical build-forward engagement. The current focus is the interactive cab builder, dealer portal, architecture consolidation, real dealer authentication, deployment cleanup, and the JobBOSS connection path.

The Provider has already reviewed the RMEP repository before this Agreement. That audit is included in the first month, so the engagement can begin with consolidation, feasibility, and build work rather than a separate discovery phase.

This is structured as a monthly partnership rather than a fixed bid because parts of the codebase need consolidation and the JobBOSS path must be confirmed against the Client's actual setup before implementation can be finalized.

## 2 Definitions

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**RMEP:** Rocky Mountain Elevator Products.

**Kingdom Way:** Kingdom Way Capital, the acquisition and holding company connected to RMEP.

**Cab Builder:** The customer-facing interactive cab configuration experience, including the existing 3D configurator and future refinements.

**Dealer Portal:** The dealer-facing system intended to support login, dashboard, quotes, orders, catalog access, project tools, and related workflows.

**JobBOSS:** The Client's manufacturing ERP system. The exact supported connection path must be confirmed against the Client's actual setup before final implementation.

**Live First Version:** A clean, usable first version of the consolidated system that can be accessed and reviewed by the Client, and where appropriate, used by selected customers, dealers, or internal users.

**Monthly Roadmap:** The agreed monthly priority plan for the engagement. It determines the order of work and keeps the engagement focused on visible progress rather than open-ended hours.

**Founding Partnership:** The three-month introductory engagement rate and structure, set below the Provider's standard rate to establish the relationship and prove the working model.

### 3 Scope of Work

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The Provider will work across the following scope areas during the three-month founding partnership. The exact sequence of work will be managed through the Monthly Roadmap, with priority given to shipping a usable first version quickly and building from there.

#### 3.1 Architecture Consolidation

- ◆ Review the current repository structure and confirm the chosen architecture.
- ◆ Consolidate the current build paths into one clear direction.
- ◆ Retire or reduce reliance on competing build paths.
- ◆ Establish one clean deployment path.
- ◆ Document the chosen structure so the codebase can be maintained more easily.
- ◆ Clean up or organize build artifacts where appropriate.

#### 3.2 Cab Builder Productionization

- ◆ Refine the existing 3D cab builder into a cleaner customer-facing experience.
- ◆ Preserve and build forward from the existing WebGL/Three.js foundation where appropriate.
- ◆ Improve the configuration flow so users can move through options more clearly.
- ◆ Add or support RMEP-specific configuration paths, including full-glass cab options where feasible within the roadmap.
- ◆ Support save, export, and quote handoff flows as part of the agreed roadmap.
- ◆ Prepare the cab builder for further iteration based on Client feedback and available product and pricing data.

**Note.** Cab builder pricing values and product logic depend on accurate Client-provided pricing, product rules, and approval. The Provider will not be responsible for the accuracy of pricing data unless separately agreed in writing.

#### 3.3 Dealer Portal Development

- ◆ Replace the current placeholder login behavior with real authentication and dealer account access.
- ◆ Connect dealer-facing pages to live or structured data where available.
- ◆ Refine the existing dealer portal pages for usability and consistency.
- ◆ Support dashboard, orders, catalog, project, and quote-related workflows as agreed in the Monthly Roadmap.
- ◆ Connect order placement and project activity toward the production workflow where feasible.
- ◆ Improve the system in weekly stages against the agreed priorities.

**Note.** The current dealer portal UI exists, but real production authentication and full live-data wiring must be built during the engagement.

#### 3.4 JobBOSS Feasibility and Integration Path

JobBOSS is included in the partnership. The Provider will confirm the real supported connection path early in the engagement, then build from that confirmed path as part of the ongoing roadmap.

- ◆ Review the current JobBOSS–related code and assumptions.
- ◆ Confirm access, available endpoints, supported integration method, middleware needs, or alternative connection path.
- ◆ Identify whether JobBOSS can receive orders automatically from the RMEP system.
- ◆ Build the JobBOSS order–to–production path from the confirmed connection method where feasible within the partnership roadmap.
- ◆ Test the integration against the Client's actual workflow where access and third–party support allow.

**Important JobBOSS implementation note.** The Provider does not represent that JobBOSS is currently integrated or solved. The exact implementation depends on the Client's JobBOSS setup, available access, supported API or middleware options, and any third–party limitations. If JobBOSS does not support the required connection directly, the Provider will recommend the most practical alternative path inside the roadmap.

### 3.5 Deployment, Testing and Roadmap Management

- ◆ Establish or refine one clean deployment path.
- ◆ Support testing of the live first version and subsequent improvements.
- ◆ Maintain weekly check–ins with visible progress updates.
- ◆ Create and manage an agreed Monthly Roadmap.
- ◆ Prioritize shipping a usable version first, then building forward.
- ◆ Provide direct communication with Tomas as the person doing the work.

## 4 Engagement Structure

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This engagement runs as a three–month founding partnership. The intent is to get a strong usable version live quickly, then build on that foundation together.

### Month 1: Consolidate and Ship Live

- ◆ Confirm access, deployment path, and architecture direction.
- ◆ Consolidate the current build paths into one chosen platform.
- ◆ Get one clean deploy path in place.
- ◆ Launch a strong first version that can actually be used.
- ◆ Confirm the JobBOSS connection path early and plan the build from there.

**Scope of Month 1.** Month 1 does not mean the full cab builder, full dealer portal, and full JobBOSS integration are complete. Month 1 means the architecture is consolidated, a usable first version is live, and the roadmap is moving from there.

### Months 2 and 3: Build on the Live Foundation

- ◆ Refine the cab builder toward production quality.
- ◆ Add RMEP–specific options and flows.
- ◆ Build real dealer authentication and account access.
- ◆ Wire portal pages to live data and workflow.
- ◆ Build the JobBOSS integration from the confirmed path.
- ◆ Continue polish across customer, dealer, and internal flows.

### Month 3 Review

At the end of month 3, the parties will:

- Review what has shipped.
- Prioritize the next stage of cab builder, portal, and integration work.
- Reassess the engagement and rate after the founding period.
- Decide whether and how Morascale continues supporting RMEP and Kingdom Way.

## 5 Fees and Payment Terms

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The founding partnership rate is **\$2,750 USD per month** for an initial three-month commitment.

FOUNDING PARTNER RATE <b>\$2,750</b> USD / month	TOTAL INITIAL ENGAGEMENT <b>\$8,250</b> USD
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### Payment terms

- Month 1 payment is due on signing.
- Month 2 payment is due 30 days after the Month 1 start date.
- Month 3 payment is due 30 days after the Month 2 start date.
- The Provider will issue an invoice for each month of the engagement.
- Work may pause if payment is not received within 7 calendar days of the due date.
- Fees do not include third-party software subscriptions, hosting fees, platform fees, paid plugins, third-party API costs, or external service charges.

This is a founding partner rate. It sits below the Provider's standard engagement rate because the Provider is intentionally playing for the long-term relationship with Kingdom Way, not only this initial RMEP invoice. After the three-month founding period, any continued support, build work, or maintenance will be reviewed and priced based on the next roadmap.

## 6 What Is Included

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The three-month founding partnership includes:

- Architecture consolidation.
- Cab builder productionization.
- Dealer portal development.
- Real dealer authentication.
- JobBOSS feasibility and build path.
- One clean deployment path.
- Weekly check-ins and roadmap management.
- Direct line to Tomas.
- Repository audit already completed and included in the first month.

The included scope is delivered against the agreed Monthly Roadmap. This is not an unlimited-hours arrangement.

## 7 What Is Not Included

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The following are not included unless separately agreed in writing:

- ◆ Full public website redesign beyond what is required for the cab builder, dealer portal, or agreed system flow.
- ◆ Final product photography, brand design, or copywriting outside the technical product experience.
- ◆ Paid third-party platform costs, software subscriptions, hosting, plugin licenses, API fees, or middleware fees.
- ◆ Data entry, product catalog completion, or pricing-data creation beyond agreed implementation support.
- ◆ JobBOSS changes that require third-party vendor work outside Provider control.
- ◆ Native mobile app development.
- ◆ Ecommerce or payment processing implementation unless added to the Monthly Roadmap.
- ◆ Major new features outside the agreed scope areas.
- ◆ Ongoing support after the three-month founding period unless a new agreement or retainer is approved.

## 8 Client Responsibilities

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Client agrees to:

- ◆ Provide timely access to the repository, hosting, deployment environment, admin panels, and related systems.
- ◆ Provide JobBOSS access, documentation, vendor contacts, or internal technical support needed to confirm the integration path.
- ◆ Provide accurate product, pricing, cab option, catalog, and workflow information.
- ◆ Provide timely feedback and approvals.
- ◆ Designate one primary decision-maker for approvals.
- ◆ Maintain and pay for all third-party accounts, subscriptions, hosting, platforms, plugins, licenses, API costs, and external service fees.
- ◆ Review deliverables within 7 business days where approval is requested.
- ◆ Understand that delays in access, approvals, content, pricing data, or third-party systems may affect the roadmap.

Any review item not returned within 7 business days may be treated as approved or moved forward at the Provider's discretion to keep momentum.

## 9 Ownership and Intellectual Property

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Upon full payment of all fees due for the applicable work, Client owns the project-specific code, configurations, deliverables, and materials created specifically for the RMEP engagement.

- ◆ Client retains ownership of its accounts, repository, systems, product data, brand assets, and business information.
- ◆ Provider may retain access to relevant systems during the engagement to perform the work.
- ◆ Provider will remove administrative access upon request after the engagement ends, provided all outstanding fees are paid.
- ◆ Provider retains ownership of underlying tools, reusable methods, frameworks, templates, processes, code snippets, and know-how that are not unique to the Client.
- ◆ Client receives the project deliverables, not Provider's general methodology or reusable business systems.

Provider's goal is to build inside systems the Client owns or controls wherever practical. Client should retain ownership and access to its accounts, codebase, repository, systems, product data, brand assets, and business information.

## 10 Confidentiality

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Each party agrees to keep the other party's confidential business, technical, financial, customer, operational, and repository information private and to use it only for the purpose of this engagement. This obligation survives the end of the Agreement.

## 11 Independent Contractor Status

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Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or equity relationship between Client and Provider. Provider is responsible for Provider's own taxes, insurance, tools, and business expenses.

## 12 Revisions, Changes and Roadmap Adjustments

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The engagement includes reasonable revisions and adjustments within the agreed Monthly Roadmap. Because this is a rolling partnership, priorities may be adjusted by mutual agreement as the work develops.

- ◆ Material scope changes must be approved in writing.
- ◆ Additional platforms, major new features, or work outside the agreed scope may require a new quote or new roadmap.
- ◆ The roadmap may change based on technical findings, JobBOSS feasibility, access limitations, or Client priorities.
- ◆ Provider will communicate material changes before proceeding where they affect time, cost, or scope.

## 13 Third-Party Systems and Platform Limitations

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Some parts of the engagement depend on third-party systems, including hosting, GitHub, JobBOSS, WordPress, Stripe, QuickBooks, plugins, APIs, middleware, or other tools. Provider is not responsible for outages, limitations, unavailable endpoints, account restrictions, vendor delays, API changes, subscription issues, or technical limits of third-party systems.

Where a third-party limitation affects the roadmap, Provider will recommend the most practical available path.

## 14 No Revenue or Business Outcome Guarantee

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Provider will perform the work professionally and in good faith, but does not guarantee any specific revenue, lead volume, conversion rate, sales result, operational outcome, uptime level, dealer adoption rate, or business result.

## 15 Limitation of Liability

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Provider's total liability under this Agreement is limited to the fees paid to Provider under this Agreement for the work giving rise to the claim. Provider is not liable for indirect, incidental, consequential, special, punitive, or lost-profit damages.

## 16 Term and Termination

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This Agreement begins on the Effective Date and continues for the initial three-month founding partnership unless extended in writing.

- The initial three-month partnership is a minimum commitment.
- Either party may choose not to continue after the three-month founding period.
- If Client terminates early, Client remains responsible for fees due for the active month and any completed work.
- Provider may pause work for non-payment, lack of access, delayed approvals, or material scope changes not yet agreed.
- On termination, Provider will deliver completed work that has been paid for and remove administrative access upon request.

### 17 Optional Ongoing Support After Month 3

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After the founding partnership, Client may continue with Morascale under a new monthly support, build, or maintenance roadmap. The scope and rate will be reviewed at month three based on what has shipped, the next priorities, and the level of support required.

To continue after the three-month founding period, the parties will approve the next monthly roadmap and rate in writing, including by email.

### 18 General

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- This Agreement, together with any agreed Monthly Roadmap, is the entire agreement between the parties on this engagement and replaces any prior proposals or discussions on the same subject.
- Any change to this Agreement must be made in writing and agreed by both parties. Approval by email is acceptable.
- If any part of this Agreement is found unenforceable, the rest remains in effect.
- This Agreement is governed by the laws of the State of Colorado, USA.

### 19 Acceptance

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This Agreement is accepted when signed by Client and Provider. By signing, Client approves the three-month founding partnership at \$2,750 USD per month, for a total initial engagement of \$8,250 USD.

#### CLIENT

**Rocky Mountain Elevator Products / Kingdom Way Capital**

Name

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Title

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Signature

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Date

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#### PROVIDER

**Tomas Morais, Morascale**

Name

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Title

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Signature

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Date

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