



BROCKTON MOBILE APPLICATION

This Mobile Application agreement (the Agreement) shall be deemed effective as of 1st February 2022 to 30th January 2025 by and between the following parties: Apptic Studios Inc. (Developer) and The Corporation of the Municipality of Brockton(Company).

Recitals

The Company has requested design and licensing of the mobile application meeting the standards contained within the Agreement. The mobile application will be hosted and owned by Apptic Studios Inc. The Company has agreed to use the services of Apptic Studios Inc to design, license, edit, manage, update the design which will be live in the application stores once completed (iOS & Android).

Employment

The Company wishes to engage the Developer for services as an independent contractor for the sole purpose of designing the software/usage contained within the Agreement.

The Developer is, for the sake of this mobile application development agreement, an independent contractor.

Deliverables

The Company shall perform the services pertaining to the Agreement as described below.

The Developer agrees to provide license to the mobile application on the application stores according to the deliverables within 8 weeks after final approval. Integration and addition to the current app includes adding new functionality, changes as required for approval. Any major changes may be charged as extra hours on top of the base fee with approval of both parties.

- 6 Tiles on main page
- maximum of 5 sub tiles on inner pages
- Upload & maintain on iOS & Android app stores

Compensation

The Parties have agreed that the payments listed below are fair and just for the services being provided.

All payments shall be invoiced to Apptic Studios Inc. Invoices will be due annually, payment terms as agreed by the Parties. Any additional work beyond what is included in the deliverables, will be charged at the rate of \$160.00/hour+ HST billed in half hour increments.

Name	Price	QTY	Subtotal
Mobile App Design & License fee	\$8800	3 years	\$26,400
Invoices to be paid annually			
Feb 2022			
Feb 2023			
Feb 2024			

Total \$26,400+HST

Term

The Agreement shall become effective as of the Agreement date and will continue until all services are completed or termination is requested by either party.

Termination

The Agreement may be terminated by either party for the following reasons:

- In the instance of a material breach of any terms and conditions contained within the Agreement.
- In the instance either party receives conviction of a crime or files for bankruptcy during the agreement terms.
- In the instance that the Company and Developer mutually agree to terminate the agreement

Termination Responsibilities

Upon termination of the Agreement the Developer will submit an invoice for all services completed to date to the Company ending the month of termination.

Upon termination brought forth by the Developer (With 3 month notice), the Company will only be invoiced for the months the Application is used, or till the end of the term as defined in this contract. The mobile application may be removed from the application stores (iOS & Android) in this case and the Company will not have to pay any further invoices nor receive any further services by the Developer.

Developer Responsibilities

The Developer shall make changes to the mobile application presented in the demo according to the needs of the Company and launch to application stores for iOS and Android. The Developer will provide hosting services that will keep the application running and available to download by all.

The Developer shall test and ensure the application functions appropriately and reliably prior to final launch.

The Developer will enable the development of this mobile application with the

necessary time, energy, and staffing needed to produce quality results.

If the Company wishes to renew services to keep the application on the app store and usable for additional years after the term of this contract, they will need to provide notice 30 days prior to the end of this contract and sign a new agreement.

Confidentiality

The Developer and the Company agrees to hold all materials at a level of the highest confidence.

This is inclusive but not limited to any technical data, trade secrets, know-how, software, designs, drawings, engineering, formulas, pricing, or technology.

Indemnification

The Developer shall indemnify and hold the Company as well as any associates of the Company harmless for any and all damages, losses, expenses, claims, liabilities, and judgments that may arise from the result of the Developer's own misconduct or negligence.

The Company shall indemnify and hold the Developer as well as any associates of the Developer harmless from any and all claims, losses, expenses, liabilities, or fees that may occur from the company's negligence or breach of the Agreement.

The Agreement is legally binding and enforceable as such.

The Developer retains the right to determine all methods and manners by which the services included in the Agreement are performed.

The services performed shall be done in a legally acceptable manner and shall not violate any local or federal laws and regulations.

All services included in the Agreement shall be performed by the Developer and the Company shall not be responsible for any hiring, supervising, or payment of any individuals assisting the Developer in the Agreement.

The Developer shall remain responsible for any employees and expenses incurred during the term of the Agreement.

Entire Agreement

The Agreement constitutes as the complete and final agreement between the Parties. The Agreement shall supersede any and all previous entered agreements whether written or oral between the Parties.

The parties hereby acknowledge the receipt and understanding of the Agreement in its entirety.

Developer:  Date: 20-Jan-2022

Apptic Studios Inc.

Company: _____ Date: _____

The Corporation of the Municipality of Brockton