Mobile Application Contract

Client: City of Clawson, Michigan

0.1 Authorization
The City of Clawson (hereinafter referred to as "Client"), has engaged Kart Media Group and Embed Mobile, LLC, as independent contractors for the specific purpose of designing a smart phone mobile application for the City of Clawson, Michigan, referenced as "Mobile App Project" or “Mobile App,” to be published on the Client’s behalf in the Apple and Android marketplaces and any subsequent variations of these markets during the term of this contract. To the extent practicable assuming cost is not prohibitive, any other marketplace that is available in the future will be proposed to Client by Kart Media Group or Embed Mobile. The Client hereby authorizes Kart Media Group and Embed Mobile, LLC to create and publish the mobile app as outlined in this contract and as presented to the Council and the interested parties, being the DDA, and the School District and the Chamber of Commerce.

0.2 Development
This mobile app will be developed using Embed Mobile’s Application Platform.

- Compatibility – The mobile app will be compatible with smart phones utilizing the following operating systems
  - Apple iOS, for use on iPhone and iPad devices
  - Google Android OS, for use on Android powered devices

While Kart Media Group and Embed Mobile, LLC will make every reasonable effort to both notify client of new and emerging markets and comply the design for use on emerging devices (such as Android Tablet devices), this contract does not guarantee compatibility of this application for devices other than those listed above.

0.3 Copyrights and Trademarks
The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Embed Mobile and Kart Media Group for inclusion in the Mobile App Project are owned by the Client, or that the Client has permission or authorization from the rightful owner to use each of these elements.

0.4 Maintenance, Technical Support, and Updates
This agreement allows for minor maintenance and updates to the application after launch of the mobile application, including updating links and making minor changes to content. Client acknowledges that continuous and/or substantial changes to the original content, including page reconstruction, new pages, navigation structure changes, or any other significant alterations or changes shall be covered by the Annual Hosting & Maintenance Agreement, not by this contract.
The client further acknowledges that these updates may, on occasion, limit loading speeds and usability while such updates and maintenance is being performed. Kart Media Group and Embed Mobile will (whenever possible) alert the client 72 hours in advance of such issues.

0.5 Project Scope
Client and Kart Media Group and Embed Mobile, LLC have established that the Mobile Application will contain the following functions:

- About Clawson
- Clawson City Government
- Clawson Community
- Clawson Public Schools
- Clawson Business Community

Client and Kart Media Group and Embed Mobile, LLC have established that the Mobile Application will also contain the following accompanying graphics:

- All background images; original and/or modified for the application
- Icon design; original function and the application icon itself

Kart Media Group and Embed Mobile, LLC will also provide the client with graphics for use in promoting the mobile app, including QR codes for download. Kart Media Group and Embed Mobile agree complete the scope of work as outlined in section 0.6 of this contract.

0.6 Project Timeline
Kart Media Group and Embed Mobile, LLC will work expeditiously to complete this project, and the estimated date of submission to the app markets is approximately 90 days from the execution of the contract and project down payment. The client acknowledges that the Apple and Android markets’ review and publishing process is not subject to this agreement, and on average takes between 7 and 28 business days once submitted. The project timeline is simply an estimate, and does not constitute a guarantee as delays may arise (such as from the client in approval and review, as well as review by Apple or Android).

0.7 Project Copyright
Copyright of the finished mobile application and images produced by Kart Media Group and Embed Mobile, LLC will be owned solely by the Client. The Client only assigns the right directly to Kart Media Group and Embed Mobile, LLC to display graphics and other application elements as examples of their work and for marketing purposes provided advanced notice and specifics are provided to Client.
0.8 Terms of Service
Client acknowledges that the application content will be managed according to a separate service and hosting agreement. Client further acknowledges they are solely responsible for properly canceling your account. Account cancellation requests must be submitted in writing to info@kartmediagroup.com. Cancellations by phone or sent to any other email address will not be considered valid. All of the application content will be deleted from the service upon cancellation, and sent to client in digital form within 30 days of cancellation.

0.9 Cost & Payment
The Clawson Mobile Application project (including the mobile application itself, accompanying designs, and QR code development), is estimated to cost approximately $8,750, but shall not exceed $10,000. Client agrees to pay 45% of the lower project cost upon the execution of this contract. Work will begin on this project at that time with progress reports being provided to Client. The development of the Client product will be in conjunction with a design committee consisting of representatives of the Client, the School District, Chamber of Commerce, and the DDA for input in the refinement of the App to meet local concerns/needs. Client further agrees to pay the project cost balance at product launch (estimated 120 days from the execution of this project).

0.10 The Agreement
This contract constitutes the sole agreement between Kart Media Group and Embed Mobile, LLC and the Client regarding this mobile application project. Client acknowledges that any additional feature, element, or work not specified in this contract, must be authorized by a written request signed by Client and Kart Media Group and Embed Mobile, LLC., and may incur additional cost.

0.11 Dispute Resolution Clause
Any dispute arising under the Contract shall be resolved by the process set forth herein. All issues shall as an initial attempt, be resolved by negotiation between representatives of the contracting parties. The failure to negotiate a resolution shall result in the dispute being referred to the Oakland Mediation Center (OMC) or PREMI USA for the selection of a mediator qualified in contract disputes and having knowledge of the mediation process. The parties shall initiate good faith efforts in the selection of the mediator and the process which shall be governed by MCR 2.410 and MCR 2.411. All costs of mediation shall be shared equally between the parties. If the mediation process is unsuccessful, the parties shall resort to final and binding arbitration by ether selecting the mediator as arbitrator or selecting another individual as arbitrator. The Oakland County Circuit Court shall have jurisdiction under MCR 3.602 to enforce the provisions of this paragraph 0.11 and to enter and enforce any judgment based upon the arbitrator’s award.
0.12 Negotiation of Contract.
As the contracting parties have over a period of time negotiated the terms of this Contract, neither one shall be considered as the drafter of the terms of this Contract. Both parties have had the opportunity to seek legal counsel to review the terms of this Contract and are satisfied they have a complete and full understanding of the terms and provisions contained herein. In addition, each party has been fully authorized to sign the Contract for and on behalf of the entity they represent as designated herein.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

AGREED BY:

City of Clawson

Name: ____________________________________________ (print)

____________________________________________ (signature)

Date: ____________________

Kart Media Group, Embed Mobile

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Randy S. Kart

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Stephen Thornhill