

MOBILE APPLICATION AGREEMENT

DECEMBER 11th

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This Mobile Application Agreement (the "Agreement") is entered into as of ~~November 27th~~, 2018, and effective as of ~~November 27th~~, 2018 (the "Effective Date") by and between A Plus Apps, LLC, a Washington limited liability company, (the "Developer"), Gallatin High School, (the "School," and together with the Developer, the "Parties").

RECITALS

WHEREAS, the School is a public school in the State of Kentucky.

WHEREAS, the Developer is engaged in the business of developing and designing mobile application solutions; and

WHEREAS, the School wishes to engage the Developer as an independent contractor for the School for the purpose of designing and developing a custom school app for mobile devices (the "Application") on the terms and conditions set forth below; and

WHEREAS, the Developer wishes to develop the Application and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.

The School hereby appoints and engages the Developer, and the Developer hereby accepts this appointment, to perform the services described in Exhibit A attached hereto and made a part hereof, in connection with the design and development of the Application (collectively, the "Services").

2. COMPENSATION.

The total compensation for the development of the Application shall be as set forth in Exhibit A hereto. These payments shall be made according to the schedule set forth in Exhibit A hereto.

3. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, will continue until the either party terminates this Agreement.

4. TERMINATION.

(a) Types of Termination. This Agreement may be terminated by either Party on provision of thirty (30) days written notice to the other Party.

(b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the School shall promptly pay the Developer according to the terms of Exhibit A for Services rendered before the effective date of the termination (the "Termination Date"). The Developer acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. All intellectual property developed pursuant to this Agreement before the Termination Date shall be returned to the Developer within one day of the Termination Date. The School shall have no rights to use any intellectual property or applications developed by the Developer following termination of this Agreement, which all shall remain the sole and exclusive property of the Developer.

5. RESPONSIBILITIES.

(a) Of the Developer. The Developer agrees to do each of the following:

1. Create the Application System as detailed in Exhibit A to this Agreement.
2. Perform the Services in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
3. Provide Services and an Application System that are substantially free of defects.
4. Communicate with the School in a timely manner.

(b) Of the School. The School agrees to do each of the following:

1. Engage the Developer as the creator of its Application System as further detailed in Exhibit A to this Agreement.
2. Provide all assistance and cooperation to the Developer in order to complete the Application System timely and efficiently.
3. Provide initial information, and supply all content for the Application System.
4. Cooperate with Developer in allowing Developer to market the work provided for the School, including use of the School name in Developers marketing material.

6. SUPPORT PERIOD.

The Developer agrees to provide continued support for the Application System during the term of this Agreement.

7. CONFIDENTIAL INFORMATION.

The Developer agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the School, or to disclose to any person, firm, or corporation without the prior written authorization of the School, any Confidential Information of the School. "Confidential Information" means any of the School's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Developer by the School either directly or indirectly, and which is not otherwise publicly available.

The School agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Developer, or to disclose to any person, firm, or corporation without the prior written authorization of the Developer, any Confidential Information of the Developer. "Confidential Information" means any of the Developer's proprietary information, code written or developed by Developer, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the School by the Developer either directly or indirectly.

8. PARTIES' REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Developer hereby represents and warrants as follows:

1. The Developer has the right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.

2. The Developer has the experience and ability to perform the Services required by this Agreement.

3. The Developer has the right to perform the Services required by this Agreement at any place or location, and at such times as the Developer shall determine.

4. The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Developer shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

5. The Services required by this Agreement shall be performed by the Developer, and the School shall not be required to hire, supervise, or pay any assistants to help the Developer perform such services.

6. The Developer is responsible for paying all ordinary and necessary expenses of itself or its staff.

(c) The School hereby represents and warrants as follows:

1. The School will make timely payments of amounts earned by the Developer under this Agreement and as detailed in Exhibit A hereto.

2. The School shall notify the Developer of any changes to its procedures affecting the Developer's obligations under this Agreement at least seven (7) days prior to implementing such changes.

3. The School shall provide such other assistance to the Developer as it deems reasonable and appropriate.

9 NATURE OF RELATIONSHIP.

(a) Independent Contractor Status. The Developer agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the

other. The Developer is and will remain an independent contractor in its relationship to the School. The School shall not be responsible for withholding taxes with respect to the Developer's compensation hereunder. The Developer shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

10. OWNERSHIP.

(a) The School expressly acknowledges and agrees that any all proprietary materials prepared by the Developer under this Agreement, including the Application itself, shall be considered the exclusive property of the Developer and that the School shall have a limited license to use the materials and Application prepared by Developer solely in accordance with the terms of this Agreement and only during the term of this Agreement. These items shall include, but shall not be limited to, any and all deliverables resulting from the Developer's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, intellectual property, trade secrets, customer lists, databases, software, programs, middleware, applications, and solutions conceived, made, or discovered by the Developer, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Developer's Services.

(b) The services provided by Developer shall not be deemed "work for hire". To the extent such work by Developer may be deemed a "work for hire" under applicable law, the School hereby assigns to the Developer all of its right, title, and interest in and to such work. The School shall execute and deliver to the Developer any instruments of transfer and take such other action that the Developer may reasonably request, including, without limitation, executing and filing, at the Developer's expense, copyright applications, assignments, and other documents required for the protection of the Developer's rights to such materials.

11. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Developer hereby warrants to the School that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Developer is free to engage in other development activities.

12. RETURN OF PROPERTY.

Within seven (7) days of the termination of this Agreement, whether by expiration or otherwise, the Developer agrees to return to the School all School products, samples, models, or other property and all documents, retaining no copies or notes, relating to the School's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer

files, computer disks, and all other materials and all copies of such material obtained by the Developer during and in connection with its representation of the School. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the School's business, shall remain the School's exclusive property.

13. INDEMNIFICATION.

(a) Of School by Developer. The Developer shall indemnify and hold harmless the School and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Developer arising from or connected with the Developer's carrying out of its duties under this Agreement, or (ii) the Developer's breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Developer by School. The School shall indemnify and hold harmless the Developer from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the School's operation, (ii) the School's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the School's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Developer.

14. INTELLECTUAL PROPERTY.

(a) No Intellectual Property Infringement by Developer. The Developer hereby represents and warrants that the use and proposed use of the application by the School or any third party does not and shall not infringe, and the Developer has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the Application, and the use of the Application will not include any activity that may constitute "passing off." To the extent the Application infringes on the rights of any such third party, the Developer shall obtain a license or consent from such third party permitting the use of the Application.

(b) No Intellectual Property Infringement by School. The School represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Application are owned by the School, or that the School has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Developer and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the School.

15. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

16. ASSIGNMENT.

The Developer may not, without the written consent of the School, assign, subcontract, or delegate its obligations under this Agreement, except that the Developer may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the School of written notice of such assignment or transfer.

17. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

18. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

19. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the School:

If to the Developer:

21. GOVERNING LAW.

GALLATIN COUNTY, KENTUCKY

This Agreement shall be governed by the laws of the state of Washington, with venue in ~~King County, Washington~~. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

22. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or

any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

24. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

25. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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

SCHOOL	Gallatin High School By: _____ Name: _____ Signature: _____ Date: _____
DEVELOPER	A Plus Apps, LLC, By: _____ Name: _____ Signature: _____ Date: _____

EXHIBIT A

A. PURPOSE OF APPLICATION SYSTEM.

The purpose of the Application System is to create a platform for mobile integration of the School's social media, iCal calendar, Events, Media, Photos, Videos, Audio, News, Family Access, Multiple Design Options, and Push Notifications.

We cannot guarantee anything else than what is written above.

The Application System will be comprised of:

The School shall be provide all data and content (calendar, social media, teacher page, etc.)

B. SERVICES.

In exchange for the yearly license fee, the Developer will produce an Application System, in accordance with the specification of features detailed below:

SPECIFICATIONS:

School's social media, iCal calendar, Events, Media, Photos, Videos, Audio, News, Family Access, Multiple Design Options, and Push Notifications.

We cannot guarantee anything else than what is written above.

CONTENT.

All content shall be provided to the Developer by the School in the formats specified below:

1. All text shall be provided in ASCII, RTF, PageMaker, WordPerfect, Word, PDF, or HTML
2. All graphics shall be provided in TIFF, GIF, JPEG, or PMP formats
3. Calendar must have an email export to an ".ics" extension.

D. SPECIFICATIONS.

The Parties hereby agree on the following specifications for the Application (collectively, the "Specifications"):

1. The graphics used in the Application shall be in PNG
2. The Developer shall develop the Application to project the highest professional image. The Developer shall not include any links to other sites without the School's prior written consent.
3. The Application shall not include any of the Developer's tools, either in object code and source code form, that the Developer has already developed or that the Developer independently develops or licenses from a third party.

E. Platform Requirements.

The Application provided by the Developer to the School shall be compatible with the following mobile devices: For iPhone the version must be higher than iOS7. As for Android, the version number has to be Android 4.0.3 or above.

G. FEES.

The School shall pay Developer the sum of \$1,440 per year for the following year. Application is made available to be used by the School until terminated by either party. The Application shall be deemed available during summer break.

H. REFERRALS.

The School may receive \$250 off the next years cost per each school that signs on as a referral from Gallatin High School.

I. PAYMENT SCHEDULE.

Payment has been made.