



### Mobile Application Development Agreement

**Prepared for:**

Client First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Client/Company \_\_\_\_\_

Sender First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Sender's Company **My Pocket Digital Marketing**

This mobile application development agreement shall be deemed effective as of \_\_\_\_\_ by and between the following parties:

**My Pocket the Developer, and**

Client/Company \_\_\_\_\_

### Recitals

The Company has requested the development of a mobile application meeting the standards contained within this agreement.

The Developer is engaged in the making of such applications and holds all the necessary tools to obtain the needed results of this agreement.

The Company wishes to engage the developer for services as an independent contractor for the sole purpose of designing the software contained within this mobile application development agreement. The Developer is, for the sake of this mobile application

development agreement, an independent contractor and under no condition shall be considered an employee of the Company.

## **Deliverables**

The Company has appointed the Developer to perform the services pertaining to the development of this mobile application. A more detailed description will be attached in document labeled Exhibit A.

### **Overview:**

The Developer agrees to conduct weekly meetings with the Company to establish the project's current status.

The Developer agrees to provide all project files, user guides, and application credentials to the Company upon completion of this mobile application development agreement.

## **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 the Company no later than 10 days from project completion. Invoices will be due on a 50/50 payment terms as agreed by the Parties.

This mobile application development agreement shall become effective as of the agreement date and will continue until all services are completed and approved by the Company or termination is requested by either party.

## Termination

This mobile application development 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 this agreement.
- In the instance either party receives conviction of a crime or files for bankruptcy during the agreement terms.

## Termination Responsibilities

Upon termination of this agreement the Developer will submit an invoice for all services completed to date to the Company.

The Developer will also upon termination of this agreement turn all licenses, documentation, and completed work over to the Company within 5 day of the termination date.

## Developer Responsibilities

The Developer shall create the mobile application inclusive of all details included in this mobile application development agreement.

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

The Developer will enable the development of this mobile application with the necessary time, energy, and staffing needed to produce quality results.

Upon completion of the mobile application's development, the Developer shall assist the Company in installation as well as assist the Company in submitting the application to any app stores or repositories.

Upon completion of all services, the Developer shall turn any and all code and databases related to the application development agreement over to the Company without delay.

## Company Responsibilities

The Company shall engage with the Developer on the agreed weekly dates to conduct check in reports. Company shall also provide all needed support and assistance as needed by the Developer for the completion of this mobile application development agreement.

## Support Period

The Developer agrees to provide the Company with a continuance of support for the mobile application for a period of 60 days from the delivery of such application.

The Support provided shall be inclusive of any repairs needed for bugs, glitches, and issues related to the software. Support is included in overall price and not to be billed separately.

## Confidentiality

The Developer agrees both during and for a period of 60 days from the completion or termination of this agreement 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, or technology.

## Warranties

Each party shall have full authority to perform any and all deliverables contained in this mobile application development agreement. This agreement is legally binding and enforceable as such.

The Developer retains the right to dictate all methods and manners by which the services included in this 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 this agreement shall be performed by the Developer's team. The Company shall be responsible for assisting the Developer's team when items or request in reference to this agreement.

## Indemnification

The Developer shall indemnify and hold the Company and it's affiliates 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 this agreement.

## Return of Property

Upon the completion or termination of this mobile application development agreement the Developer agrees to return any and all Samples, Products, Software, Models, and documents pertaining to this agreement to the Company upon their request within 5-days.

Any Property given to the Developer for purposes of supporting this agreement by the Company shall remain the sole property of the Company and shall be returned as such.

The developer warrants that the use of the mobile applications being developed will not infringe on any trademarks, copyrights, patents, or any other third party rights.

In the instance the Developer becomes aware of the above taking place, the Developer will be responsible for notifying the Company as well as seeking the needed permissions.

The Company acknowledges any and all text, photos, trademarks, designs, or other artwork given to the Developer is Companies rightful property, and they have the appropriate permissions to use products as such.

## **Amendments**

No Amendments or modifications of this agreement shall be permitted without prior written consent between the parties.

## **Assignment**

The Company reserves the right to assign this agreement as they deem necessary. Developer may not assign, subcontract, or delegate any portion of this mobile application development agreement without prior written consent from the Company.

## **Force Majeure**

Neither party shall be considered in default or breach of contract in the instance of any delay pertaining to an act of god such as fire, explosion, Flood, or acts out of the control of such party such as riot, war, or terrorism. In the event of such acts occurring the party is expected to notify the remaining party of such actions as well as a resolution date.

Any and all notifications in regard to this mobile application development agreement shall be delivered via email by the respective parties.

My Pocket Email: [support@mypocket.net](mailto:support@mypocket.net) Client/Company Email: \_\_\_\_\_

## **Governing Law**

This mobile application development agreement shall be governed by the laws of Texas. Any and all Litigation pertaining to this agreement shall be under the jurisdiction as so. Furthermore, the prevailing party shall retain the right for the reimbursement of any expenses resulting from such litigation.

## Severability

In the instance any terms or conditions contained within this mobile application development agreement are found to be ineffective or unenforceable by the court of law the parties shall have the ample opportunity to replace that term with a likewise enforceable term.

The replaced term shall in no way affect the remaining terms, all remaining terms and conditions shall remain in full effect.

## Entire Agreement

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

The parties hereby acknowledged the receipt and understanding of this agreement.

### My Pocket Digital Marketing,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

**Client/Company:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_