

Sample



DIGITAL DESIGN

Paul Leonard

Let's bring your App to life.

Great ideas need a great plan.



We think your App idea is great and have no doubt that it would be used.

We understand you've had this idea for about for some time and are looking forward to working with you.

As an experienced development programmer, this is our bread and butter.

Your iPhone App / adroid

features overview

The main feature of your app ????????



DEVELOPMENT

There are a number of features that will need to be developed to make the app functional and provide a solid user experience: **(sample Only)**

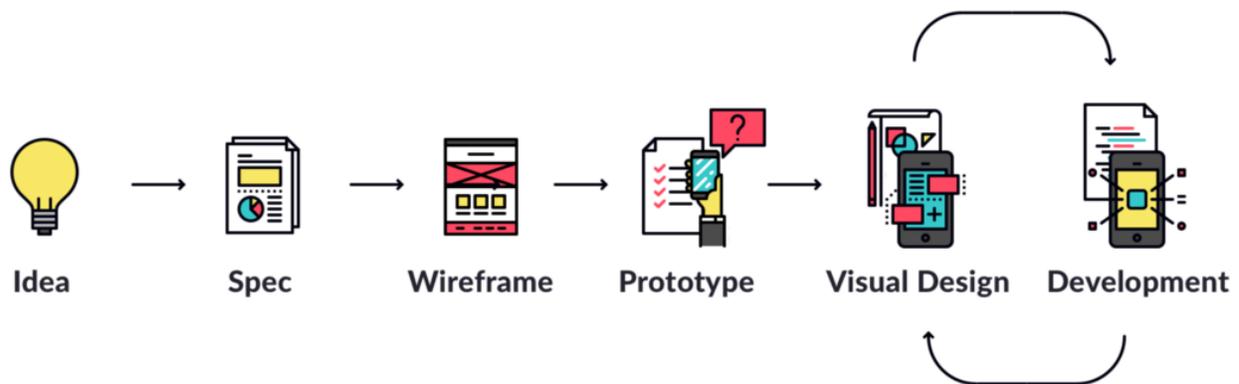
- 1 | Sign up
- 2 | Login
- 3 | Onboarding
- 4 | Geolocation tracking
- 5 | Maps integration
- 6 | Link to Google / Apple Maps

This is a very high-level list. We will draw up a more detailed specification if the costs are acceptable to you.



The Process & Timescales

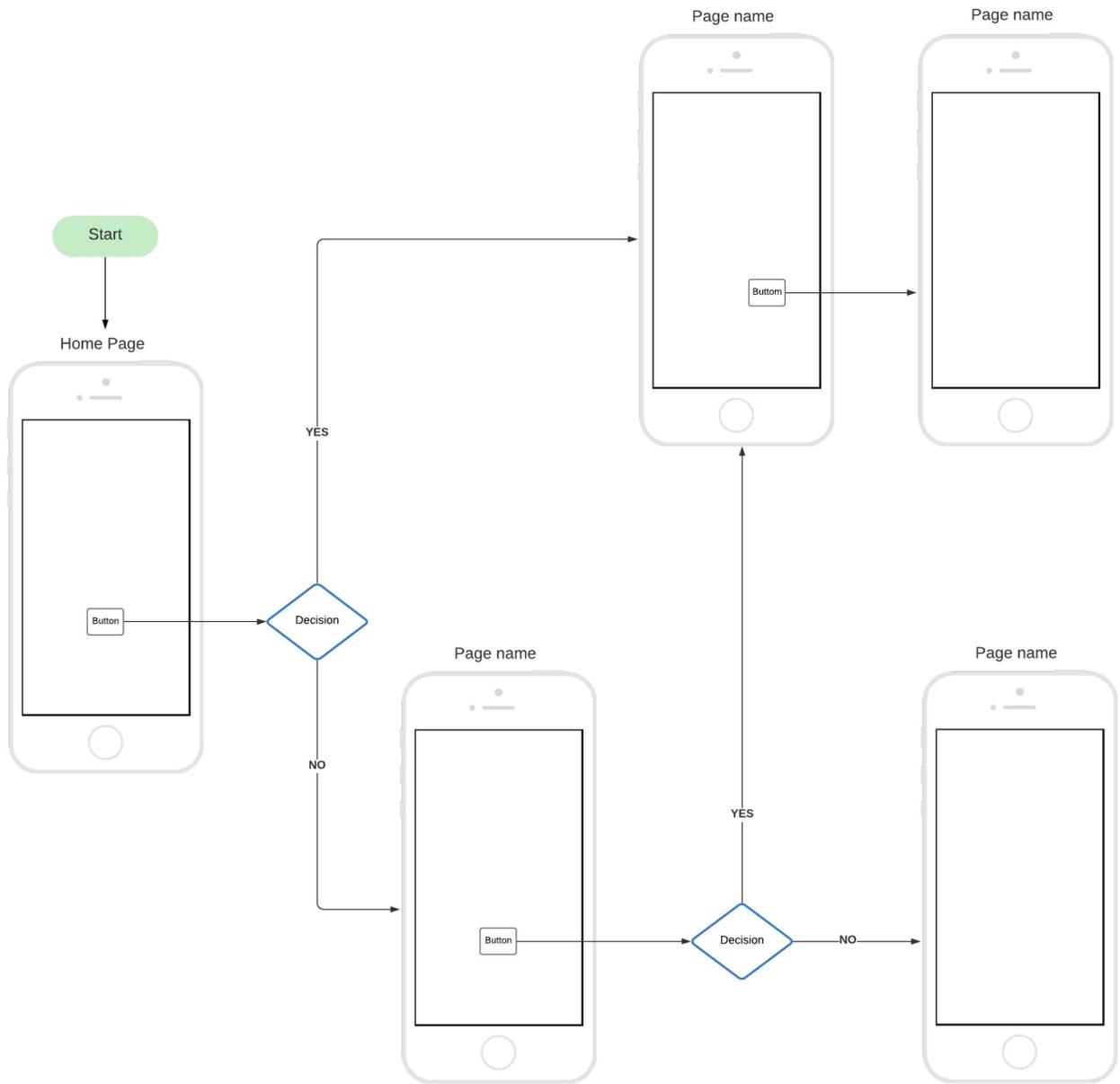
The total time of getting your app from concept to the **App Store** is approximately 6 / 12 weeks. The process is outlined below.



Week 1 | Detail Specification

We know the rough plan and what the app needs to do. We will have a detailed discussion and nail this down.

Stain Glass sample
Paul Leonard | August 3, 2019



Week 2 | design & flow

Next, we'll get working on what's known as wireframes. These are basically pencil drawings of your app. We do this so we (yourself and us) can focus on the structure and flow of the app rather than worrying about colours and styles.

Once we have this agreed, we start to add colour and the branding.

Week 3 | app store registration

We will likely do this sooner but it won't be done any later than this stage.

Weeks 4 - 9 | development

At this point, we go quiet and just get on with making it.

The spec is nailed down, the design and screens are all agreed, it's just a small case of "making it work". **(If only it were always that easy!)**

Week 10 | testing

Testing is vital. People rarely give an app a second chance. We test vigorously. Not just whether button A does what it's supposed to, but testing on other people. It's about making sure that everything works as it should and that the natural flows we want to occur are natural to random people the first time they play with it.

Week 11 | store submission

When we're ready and you're happy, we submit it to the App Store. We will help you prepare all the marketing material needed like screenshots and descriptions for the listing. If there are any issues, we will refine them and re-submit until we get approval.



Client needs

DBIT Software

Proposed Solution

Result



**"It's paid for itself already.
The sales team love it and all agree it
makes them a lot more productive."**

Aron | Managing Director

Your Investment



pricing made simple

We have a very transparent and simple pricing plan:

50% | Upon signing this proposal

40% | When we have completed the specification

10% | When it's been submitted to the App Store.

If we can't get it through the AppStore review process
then we will refund you, 100%.

"It's paid for itself already"

| Founder

iPhone App Development / Android cross platform

Design and development of your iPhone app along with advice and consulting right up to approval.

€????

One-off Total €?????

The Real Cost

There's the amount of money changing hands during this transaction, then there's what we call "The Real Cost".

In your case, I wanted to point out a few ways you can profit from this App:

- 1 | Paid listings based on intent from your users.
- 2 | Advertising based on location
- 3 | Build to sell - Build this with the idea to direct people to



Your Guarantee

We have a deal that no-one can beat.

Like with any business purchase, there's risk attached.

We want to remove that risk from you and place it on ourselves.

Maintenance and support – We'll handle all necessary maintenance, technical support, and minor upgrades for six months after we help you launch your application. This lets you focus on marketing your application and getting it into as many people's hands as possible while we handle the technical details. We'll also prepare you to take over these tasks when the six-month period ends or continue with paid support.

For most industries a mobile strategy is no longer an option, it is a requirement. In the world of mobile app development, it is vital to success to get it right the first time. One of the top reasons for mobile apps failing at the market within the first few months is due to poor planning and lack of strategy.

More than half (52%) of those surveyed planned major mobility projects, including the development of business apps. To build a successful app, it is imperative to have a well laid-out concept. Knowing how to pre-plan your mobile app can increase your chances of completing the project on time and within budget while meeting design specifications.

The mobile app development process begins with the concept. From there, an app can go through many different stages of evolution. As such, even a small perspective diversion during the process can dramatically change the development and end product. Pre-planning app development helps alleviate this risk.

When developing an app, the pre-planning stage can often be rushed and even at times, completely overlooked. The more questions you can answer about the app and its functionality at the start, the stronger the development process will be. Spending adequate time and effort on pre-planning allows you to not only define the core features of your app but also plan for unexpected turning points in development. Successful pre-planning can also help identify the goals for the app, early insights, and allow you to prepare an effective competitor and marketing strategy.

Benefits of pre-planning:

- Early insight into competitors, target audience and market trends
- Efficient streamlining of the development processes
- Effective communication of the app concept
- Cost projection for app development and marketing strategies

It is due to the complexities involved in mobile app development that pre-planning is essential for smooth project completion and success. A lack of app pre-planning can result in an undefined concept and insufficient information. Not to mention potential time delays and extra costs due to a lack of planning, organisation and communication. More specifically, unplanned corrections, changes and mistakes are costly and can lead to expensive reworks, delays and even project failure.

How to Pre-Plan an App

The pre-planning stage involves defining fundamental parameters of the app. It is important to thoroughly answer questions like:

- *What does the app do?*
- *Why should it be built?*
- *How does it function?*

If you are considering developing a mobile app for your business, take into account the following 7 steps to help you pre-plan your development journey.

Step 1: Define your concept

Pre-planning starts with clearly laying out the concept of the app. It is important to prepare a short description of your app, conveying the core idea in simple terms, to help define your concept to others. Start by broadly defining the app and try to answer some of the following:

- *What is the app about?*
- *What are your expectations from the app?*
- *How will it work?*
- *How can it engage and be useful to end users?*

Define the concept in writing. In this case, less is more. Try to cut out everything that is frivolous, this discipline will help lead to clearer, sharper thinking. Make sure to incorporate the core idea of the app, including the key features you are expecting.

Step 2: Define your audience

A clearly defined target audience will not only inform your design decisions but will also allow you to market your app effectively later on. This is one of the most critical stages, as it can identify factors that can be beneficial in building an appropriate mobile app. During this step, significant changes can happen to the app concept based on the needs of your customers.

Start by identifying your target audience and understanding their 'buying' behaviour and preferences. This helps determine what your audience expects from your app. Try to answer the following:

- *Who are the users?*
- *What is the problem they are facing?*
- *Is there a gap or opportunity in the marketplace?*

It is important to test your concept through research and gathering feedback. This will help you determine whether the concept needs refining. For example, you can leverage forums, surveys and other market research techniques to thoroughly define your user's needs and to validate your app idea. This process includes researching the platforms your users are most likely utilizing, then gaining an understanding of each user experience. If done well surveys and questionnaires can give you unmatched insights about customer behaviour which is significantly valuable for pre-planning app development and what your minimum viable product should look like. Furthermore, this wealth of information will help you to develop user personas later down the track.

Step 3: Identify similar apps

Unless your app concept is niche or highly unique, there is a good chance that you will find similar apps in the market. It is important to use this to your advantage. Make sure to understand the problem these apps solve, the features they have, how they function, and how they can be improved. From this, you can analyse any potential gaps and opportunities in the market.

Research the top apps in your category for both free and paid versions. Trial these apps to figure out what they do best. Read the reviews and take note of what users liked, and more importantly what they didn't like, about the apps. When evaluating competitor apps, consider answering the following:

- *Why is this app successful?*
- *Why do people want this app? (Look at the reviews, blog posts, etc.)*
- *Will the customer use it again?*
- *How are they marketing to their customers? (Check out screenshots, icon design & descriptions)*
- *What is the competitive advantage of this app?*
- *What does this app cost? Are there in-app purchases?*

It is important to ensure your concept does not merely replicate competitor apps, instead leverage these insights to provide the market with an app that offers users more value. With valuable market knowledge at an early phase, you can successfully build an app that is unique and offers somewhat different features than other similar apps – gaining competitive advantage.

Step 4: Brainstorm with your team

Brainstorming is a proven technique for redefining and improving an app concept with innovative ideas and suggestions from your team. In the ideation and concept development process try to get the input of creative and constructive thinkers with relevant knowledge and experience. It is important to identify and bring together those who will add value to your app idea. It is recommended to include people from different fields, in order to gain valuable insights and stronger concept development.

When you brainstorm with a group of people, you are capable of building more innovative and unique ideas. The team will need to ask and answer a lot of questions based on the preparatory work done earlier, evolving the app concept. Try to encourage your team to provide input from technical, marketing, strategic, and customer perspectives. For example:

- *What is the reason behind it?*
- *Is it a good idea? Is it appropriate for your business?*
- *Is it a worthy investment? Is it affordable?*
- *Do you have access to the necessary resources?*
- *Is the plan feasible?*
- *Is it unique? Does it fill a market gap?*
- *Does it benefit the users? Will it solve their problem?*
- *Will it help deliver better service, more brand engagement and increase brand loyalty?*
- *Should it be paid or free?*
- *How can the concept be improved?*

Step 5: Prepare a master list of outputs

Based on your research and findings from the above steps, this list may be different from what you originally conceptualised. It is likely that the pre-planning process has encouraged changes to your initial app concept. With your refined idea, create a comprehensive final list of functional and technical specifications for your app. It is sometimes useful to compare these points to your original concept.

Remember to update your app description based on the latest changes. It is tempting to make your mobile app more attractive with additional features that set it apart from other apps in the market. However, make sure to keep only the relevant features and not to overdo it. In the app world, simpler is better.

Step 6: Create an app flowchart

In this step, try and translate your ideas into a simple flowchart. This is often the best way to communicate your app idea, workflow and functionalities to the development team. When your mobile app developers have a clear understanding of what is expected from them, the features the app should have, and what your goals are, it helps to build a more relevant and successful app.

Creating an app flowchart will help you visualise your app. Make sure to keep it simple, clear, concise and comprehensive so that your concept is easy to understand. The flowchart should include the concept, workflow and functionalities of the mobile app, budget, deadlines, steps of the development process, and the people responsible for each process and stage.

Where the flowchart is used to define the app concept it is also useful to make sketches or designs of what the screens may look like. More specifically, preparing a screen-by-screen navigation of the app helps to add greater project clarity. This allows you to map out and define all the paths and routes inside your app. It may also unearth a lot of new questions about your app design.

Step 7: Check technical feasibility

Discuss the technical feasibility of the concept with your in-house development team or potential vendors. It is important to discuss platform capability, devices, connections, security and support requirements. Some of the project parameters may need to be refined depending on the technical requirements.

The next step...

Now that you know your app concept inside out, you can confidently move to the next step of developing an app prototype. When it comes to app development keep in mind that cheaper is not always better, and this is generally reflected in product quality. Here are your options for mobile app development:

#1 Build it in-house

Bring on your own in-house development team to build your app. This is not always the most efficient development approach and may require significant use of internal resources.

#2 Use a DIY platform

If the app you have in mind is a simple and standard cookie-cutter app, using a do-it-yourself app creation tool may be a viable method for you. There are many DIY sites out there specifically for small business owners looking to build an app to market themselves. These tools can be beneficial if you are looking for a cheap way to create an app and don't mind the basic design or functionality associated with this option. For this reason, it is recommended to only use this approach if you are creating an app for your business, not creating a business out of your app.

#3 Hire an individual app developer(recommended)

Hiring an individual developer is not always easy as it can be challenging to find one with the right skill set to compliment your app idea. However, this is typically a cheaper option compared to hiring a development team, but remember to consider the risks involved. Only hire a developer you trust to deliver you a completed product thats me!

If you choose this approach, there is a possibility that you might need to hire several contractors to get the app completed. For example, not all developers are also designers, so you might need to hire a designer to do the initial design work before hiring a developer to build the app.

#4 Hire an app development firm

The benefit of hiring a development firm to create your mobile app is that you will have designers, developers, and testers all working together to develop your ideal app. As such, development firms generally have a wider skill set, access to more resources, and larger portfolios for you to base your decision on. However, this can be a more costly approach due to the turnkey nature of the service. It is recommended to use this option for apps that are more complex technical projects.

Pre-planning your mobile app will provide you with the necessary foundation for success. When effort and time are spent pre-planning your app, it can go a long way in eliminating delays, minimising your overhead costs, and delivering the project on time. The ultimate goal is to create a user-centric and bug-free app from the first release and continue delivering enhanced user experience through further iterations.

Have you found the right app development platform to execute your mobile strategy? [iplatform](#) empowers businesses to build native code-free apps for a variety of business functions. We choose this code direction.

Here's how it works

The entire purpose of this project is to create the app and get it into the app store, exactly as you imagined. So, if your app doesn't get approved in the Apple App Store...then you don't pay.

Yes. Really.

We don't achieve what we said we would, then you don't pay.

pretty good right?



Let's Get Started



If you would like to join us and become a client then we'd be delighted to have you.

Next Steps(to be agreed)

- 1 | Sign below by typing your name and hitting 'Sign Proposal'
- 2 | We'll arrange the initial interview where we'll gather all the details we need for the detailed spec.
- 3 | We'll be in touch with your invoice details and will set up billing for your 50%.

I, {{first_name}} {{surname}}, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact.



visit US [click here](#).

We're ready to go, are you?

The Developer agrees to provide continued support for the Application System for 90 days after the iPhone application is successfully approved on the Apple Store (the "Support Period"). The Support Period shall refer to any bugs or issues relating to the features specified, and not to create new functionality for the Application System. This support will be provided to the Company at no additional cost.

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 Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company.

“Confidential Information” means any of the Company’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 Company either directly or indirectly.

8. PARTIES’ REPRESENTATIONS AND WARRANTIES.

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

Each Party has full power, authority, and right to perform its obligations under the Agreement.

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).

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:

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.

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

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.

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.

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

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

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

The Company will make timely payments of amounts earned by the Developer under this Agreement and as detailed.

The Company shall notify the Developer of any changes to its procedures affecting the Developer's obligations under this Agreement at least three days prior to implementing such changes.

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

9. WEBSITE REPRESENTATIONS AND WARRANTIES.

(a) Performance. The Developer hereby warrants and represents that for a period of 90 days following delivery of the Application System to the Company pursuant to the "Support Period", the Website will be free from programming errors and defects in workmanship and materials, and will conform to the specifications. If programming errors or other defects are discovered during the Support Period, the Developer shall promptly remedy those errors or defects at its own expense.

(b) No Disablement. The Developer hereby warrants and represents that the Application System, when delivered or accessed by the Company, will be free from material defects, and from viruses, logic locks, and other disabling devices or codes, and in particular will not contain any virus, Trojan horse, worm, drop-dead devices, trap doors, time bombs, or other software routines or other hardware component that could permit unauthorized access, disable, erase, or otherwise harm the Application System or any software, hardware, or data, cause the Application System or any software or hardware to perform any functions other than those specified in this Agreement, halt, disrupt, or degrade the operation of the Application System or any software or hardware, or perform any other such actions.

10. TIMING AND DELAYS.

The Developer recognizes and agrees that failure to deliver the Website in accordance with the delivery schedule detailed to this Agreement will result in expense and damage to the Company. The Developer shall inform the Company immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application System according to such schedule. If a delivery date is missed, the Company may, in its sole discretion, declare such delay a material breach of the Agreement under subsection 4(a) and pursue all of its legal and equitable remedies. The Company may not declare a breach, and the Developer cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure of action of the Company. In such case, the Developer will provide the Company with written notice of the delay and work on the Application System will work until the reason for the delay has been resolved by the Company and written notice of that resolution has been provided to the Developer.

11. 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 Company. The Company shall not be responsible for withholding taxes with respect to the Developer's compensation hereunder. The Developer shall have no claim against the Company 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.

(b) Indemnification of Company by Developer. The Company has entered into this Agreement in reliance on information provided by the Developer, including the Developer's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Developer is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Developer's own actions, the Developer shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Developer and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Developer's earnings had the Developer been on the Company's payroll and employed as an employee of the Company.

12. WORK FOR HIRE.

(a) Work for Hire. The Developer expressly acknowledges and agrees that any all proprietary materials prepared by the Developer under this Agreement shall be considered "works for hire" and the exclusive property of the Company unless otherwise specified. 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, 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) Additional Action to Assign Interest. To the extent such work may not be deemed a “work for hire” under applicable law, the Developer hereby assigns to the Company all of its right, title, and interest in and to such work. The Developer shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company’s expense, copyright applications, assignments, and other documents required for the protection of the Company’s rights to such materials.

(c) Notice of Incorporation of Existing Work. If the Developer intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Developer must obtain the Company’s prior written approval of such integration or incorporation. If the Company, in its reasonable discretion, consents, the Company is hereby granted an exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product developed for the Company.

13. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Developer hereby warrants to the Company 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; provided, however, the Developer shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Developer’s obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

14. RETURN OF PROPERTY.

Within three (3) days of the termination of this Agreement, whether by expiration or otherwise, the Developer agrees to return to the Company all Company products, samples, models, or other property and all documents, retaining no copies or notes, relating to the Company’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 Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the Company’s business, whether prepared by the Developer or otherwise coming into its possession, shall remain the Company’s exclusive property.

15. INDEMNIFICATION.

(a) Of Company by Developer. The Developer shall indemnify and hold harmless the Company 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 Company. The Company 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 Company's operation of its business, (ii) the Company'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 Company'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.

16. INTELLECTUAL PROPERTY.

(a) No Intellectual Property Infringement by Developer. The Developer hereby represents and warrants that the use and proposed use of the Website by the Company 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 Website, and the use of the Website will not include any activity that may constitute "passing off." To the extent the Website 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 Website.

(b) No Intellectual Property Infringement by Company. The Company 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 Website are owned by the Company, or that the Company 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 Company.

(c) Continuing Ownership of Existing Trademarks. The Developer recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Developer cause diminishment of value of said trademarks or trade names through any act or representation. The Developer shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Developer shall cease to use all of the Company's trademarks, marks, and trade names.

17. AMENDMENTS.

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

18. ASSIGNMENT.

The Company may assign this Agreement freely, in whole or in part. The Developer may not, without the written consent of the Company, 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 Company of written notice of such assignment or transfer.

19. 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.

20. 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.

21. 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.

22. 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 Company:

[Address]

If to the Developer:

[Address]

23. GOVERNING LAW.

This Agreement shall be governed by the laws of [LEGAL JURISDICTION]. 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.

24. 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.

25. 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.

26. 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.

27. 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.