



HOMELAND SECURITY AND EMERGENCY MANAGEMENT FORT BEND COUNTY, TX

Mobile App

Prepared for

**Homeland Security and Emergency Management Fort Bend County,
TX**

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OCV LLC

PO Box 2010

Opelika, AL 36803
US

1

YOUR INVESTMENT

#20240430-141351664

Issued
April 30, 2024
Expires
July 29, 2024

The pricing of this agreement shall continue for a period of 3 years (Renewable annually thereafter)

Products & Services	Billing Frequency	Quantity	Unit price	Price
Mobile App Development (IOS/Android) - Tier 7		1	\$25,990.00	\$19,492.50 after 25% discount
Mobile App Annual Support & Maintenance - Tier 7	Annually	1	\$12,995.00 / year	\$12,345.25 / year after 5% discount
NWS Rebroadcast	Annually	1	\$995.00 / year	\$945.25 / year after 5% discount
Premium Digital + Printed Marketing Kit Digital Downloads, 6 ft. Printed Promo Banner, 1K Printed Cards w/QR Code,		1	\$1,995.00	\$0.00 after 100% discount

Products & Services	Billing Frequency	Quantity	Unit price	Price
Promo Video w/Voiceover				
Multi-Menu / Markets (OEM, Fire, HAZMAT, etc)		1	\$4,995.00	\$0.00 after 100% discount
Multi-Menu / Markets (OEM, Fire, HAZMAT, etc)				
Multi-Menu / Market Annual	Annually	1	\$3,327.78 / year	\$0.00/ year after 100% discount
Multi-Menu / Market Annual				
Integrations (Social Media, ARCGIS/ESRI, CAD, etc)	Annually	1	\$2,995.00 / year	\$2,845.25 / year after 5% discount
Integrations (Social Media, ARCGIS/ESRI, CAD, etc)				
Physical Translate in up to 3 Languages	Annually	1	\$4,995.00 / year	\$4,745.25 / year after 5% discount
Physical Translate in up to 3 Languages				

Annual subtotal	\$20,881.00
	after \$4,426.78 discount
One-time subtotal	\$19,492.50
	after \$13,487.50 discount
Year One Total	\$40,373.50

2 LET'S WORK TOGETHER

OCV, LLC proposes to develop an iPhone and Android app for Homeland Security and Emergency Management Fort Bend County, TX.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Homeland Security and Emergency Management Fort Bend County, TX ("Client") having a mailing address at , , , and is effective from Date Customer Signs Proposal to End Date: 3 years Following Signature (Renewable Annually Thereafter)

- SERVICES:** Host agrees to provide custom mobile app development services and support.
- BILLING AND PAYMENT:**

Annual Maintenance / Subscription Payment Schedule - 2025 and Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.
- *TERM AND TERMINATION:** The term of this agreement shall begin as of the effective date (date of signatures of both parties) and shall continue thereafter for a period of 3 years.

*At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

4. **AMENDMENTS:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. **ACCEPTANCE OF TERMS:** Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.

3

OCV, LLC TERMS AND CONDITIONS

1. **MOBILE APP CREATION AND REVIEW PERIOD:** Upon execution of this contract, the OCVapps team will go to work on designing and building your app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. Total elapsed time estimate: ~ 45 - 60 days after all information is provided to Host project management staff.

2. **OCV, LLC Features:** Features will be solidified after contract acceptance.

3. **CUSTOMER/OCV CONTROL:** An OCVapp exists in two parts: the “features” and “content”. The features remain static in nature. The “content” is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the “content” via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.

4. **PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS:** An OCVapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCVapp is designed for life saving immediate warnings. The OCVapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCVapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. **Warranties Disclaimer:** Due to the many links in the overall national and regional communication networks and infrastructure (national/regional cellular/mobile communication networks and their traffic management, land-phone lines and regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client’s use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV’s direct control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

This Agreement, together with the following Attachments, constitute the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any

previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on date of customer signature.

The total cost of the agreement is outlined in Section One (I) - Your Investment.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Download

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