



App Developer Account Mandate

R-022-2019
Contract # 002-2019

Lexington-Fayette Urban County Government (the "Client") has signed a licensing agreement with QuickSeries Publishing Inc. ("QuickSeries") dated June 20, 2017 to develop, deliver and maintain the iOS/Android BeReadyLexington App (the "App") for a duration of 3 year(s).

As such, the Client hereby chooses one of the following mandate options with regards to the maintenance of the App for the duration of the above-mentioned licensing agreement:

Levels of access

Admin

- 1. The Client will provide QuickSeries with all required permissions and access privileges to its Apple Developer, App Store Connect and Google Play Console accounts so that QuickSeries may act as an "ADMIN" of the App. As such QuickSeries will be responsible for deploying and maintaining the App in all respects BUT the Client will be responsible for ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the App.

Team member

- 2. The Client will provide QuickSeries with all required permissions and access privileges to its Apple Developer, App Store Connect and Google Play Console accounts so that QuickSeries may act as a "TEAM MEMBER" of the App with regards to the Apple Developer account and as "ADMIN" of the App with regards to App Store Connect and Google Play Console accounts. As such QuickSeries will be responsible for deploying and maintaining the App BUT the Client will be responsible for creating, providing and renewing all required certificates and ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the App.

None

- 3. The Client will NOT provide QuickSeries with any required permissions and access privileges to its Apple Developer, App Store Connect and Google Play Console accounts. As such, QuickSeries will be responsible for building and maintaining the app binary BUT the Client will be responsible for creating, providing and renewing all required certificates, deploying any App updates as well as maintaining the App.

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Conditions

1. QuickSeries shall NOT use its accesses to the Client's Apple Developer, App Store Connect or Google Play accounts for any other purpose than to support the maintenance of the App as described in this agreement.
2. QuickSeries shall use its accesses solely for the deployment and maintenance of the App. It shall not use its accesses for any other iOS or Android applications the Client may have under its Apple Developer, App Store Connect or Google Play accounts.
3. QuickSeries shall be responsible for maintaining and updating the App as required for the duration of the licensing agreement referenced above and as provided for in the Client's chosen option above.
4. The Client will ensure that QuickSeries has all required accesses it requires in order for it to fulfill its mandate as outlined above.
5. The Client shall perform all acts required to be performed by it in order to properly maintain its Apple Developer and App Store Connect accounts with Apple and its Google Play account with Google and allow QuickSeries to fulfill its obligations hereunder.
6. In no event will QuickSeries be liable to the Client for any indirect, special, consequential, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss), arising out of or relating to this mandate nor will QuickSeries be liable, in any case, for any damages arising for any reason beyond the control of QuickSeries (including but not limited to, any failure to deploy updates to the App which may be attributable to the Client not fulfilling its obligations hereunder or any interruption of services or delay in deploying updates attributable to an event beyond QuickSeries' control). This limitation of liability will apply regardless of the form of action.
7. The Client shall indemnify and hold QuickSeries harmless from and against all third-party claims that may be brought against QuickSeries as a result of the execution of QuickSeries' obligations hereunder. This shall not be deemed a waiver of sovereign immunity or any third-party defense available to client.
8. The client may at any time change the present mandate option and change QuickSeries' levels of access.

This mandate shall be governed and construed in accordance with the laws of the State of New York and the federal laws applicable therein.

The Client hereby mandates QuickSeries to perform all actions required to be performed in relation to the mandate option selected above.

Signature



Email lgorton@lexingtonky.gov

Name Linda Gorton, Mayor

Date JAN 31 2019

Company Lexington Fayette Urban County Government