

COMMUNITY IMPROVEMENT PROJECT FUNDING REQUEST

Venice Neighborhood Council

APPLICANT: Preserving Public Places, VNC Ad Hoc Committee
Dominique Hirschkron, Robin Murez, Co-Chairs
Brian Silveira, Betsey Goldman, Sonya Reese Greenland,
Committee Members

PPP Committee Motion Passed May 3, 2022 Unanymous 5-0-0

PROJECT TITLE: SELF-GUIDED MOBILE WALKING TOUR OF VENICE

PROJECT DESCRIPTION:

Using <https://pocketsights.com/> software we will create a mobile app that enables users to take free self-guided tours or to randomly discover and roam sites throughout Venice using GPS on either Android or IOS platforms.

PocketSights has been in use, worldwide, by cities, universities, arboretums and more, since 2014. It has a 5 star rating. There are several tours in the L.A. area, including of architecture, lost tunnels, cultural and historic sites in Downtown L.A. We've tested it by taking a tour created by UCLA of their campus. See:
<https://pocketsights.com/tours?search=los+angeles>

With the App, we can identify points of interest anywhere — along streets or off the beaten path, at the beach, down alleyways, in parks, through the canals, and beyond.

Simple drag & drop site building, lets us include text, images, sound, and video for each site. We enrolled in a 30 day free trial to try our skills at building a site. It's easy and flawless. **See Exhibits**, below.

Within our App, we can create unlimited Tours, such as for Historic Landmarks, Public Art, Movie Locations, Famous People, Black History, or Trees & Gardens. Our

committee, inviting input from all Venice “historians,” will begin with Historic Landmarks. Other committees, such as The Neighborhoods Committee, might add way finding sites to public facilities and services in Venice.

The software enables us to grow with our needs and to have unlimited users. Our sites will pop up automatically on our App.

We’ll start now, enhancing Venice for all residents and visitors. When the Olympics come to town, tourists will enjoy navigating and discovering the wonders of Venice.

OPTION 1: CONTENT CREATOR(S)

While we will invite content from everyone, and a tremendous amount is available for free in the public domain, if funds are available, in the future we may propose that retaining a “content creator,” would be helpful in rapidly uploading information to our App. Our recommendation, if he agrees to accept, is Venice’s own most knowledgeable and tech savvy historian, Jeffrey Stanton.

OPTION 2: SITE MARKERS

Though not essential to this project, we plan to create complementary Site Markers which include imagery and a QR code to further engage the public and invite users to our App.

See: Site Markers, Community Improvement Projects Funding Request

PUBLIC BENEFIT:

Venetians and visitors alike will have easy, on the spot, access to discover, explore, learn and enjoy stories of Venice’s colorful history, fascinating culture and cool contemporary life.

This will enrich the knowledge of locals, increase cultural understanding, strengthen community pride and enhance tourism. By facilitating tourism, the App will also bolster our economy.

The navigation component provides users with directions and the confidence to explore and discover the places they might otherwise never find.

The “roaming” option let’s users move about however they like, discovering sites in their immediate location, or they can jump on a designated “tour” route.

The App will also help visitors find essential public facilities and services, whether they’re walking, biking, skating, on public transportation or from everywhere a GPS signal is found.

BUDGET:

We have a couple options for subscribing to the App. We can start with the “Enterprise” level which lets us create our tours on the PocketSights App. Ultimately, we’ll want to be a “White Label” subscriber. That enables us to have our own App identity, with our own name, which can be discovered and advertised independent of PocketSights, but is also found on their platform. Both are reasonably priced, function in the same way and have 5 star reviews from users.

Enterprise and White Label features are listed below and at <https://pocketsights.com/tour-builder>.

If the funds are available now, White Label is the way to go. If not, we can start with Enterprise and upgrade later. Our data will transfer over.

CHOOSE FROM TWO OPTIONS

A. White Labeled Branded APP

- Free Trial 30 days
- US \$5,000 for both iOS & Android - a one-time setup fee
- Option to renew \$1,000 annually in first 2 years; \$499 annual renewal thereafter
 - One time setup cost
 - Unlimited tours per app
 - Dedicated account support
 - Unlimited downloads
 - Enhanced user permissions
 - Create password-protect tours
 - Test tours privately
 - Single organization
 - Custom App development

- App Store and Google Play hosting

Examples of White Labeled Tours in other cities and places:

<https://pocketsights.com/tour-guide-app/whitelabel>

-OR-

B. Enterprise APP

- Free Trial 30 days
- US\$499 annually with option to renew \$499 annually
 - No setup cost
 - Unlimited tours per App
 - Online support
 - Unlimited downloads
 - Basic user permissions
 - Single organization

Either platform allows us to create unlimited tours and have unlimited users. We can add YouTube links and SoundCloud Audio as part of our tours along with photos and text, and our tours will be featured on the PocketSights Tour Guide Apps on the App Store and the Google Play Market.

PROJECT TIMELINE:

Start date: __06__ / __01__ / __2022__

Date Funds Required: __06__ / __01__ / __2022__

Expected Completion Date:

Phase one - creating a tour of Historic Landmarks in Venice __12__ / __31__ / __2022__

TOTAL FUNDS REQUESTED:

Our committee asks the VNC Board to select one of the following options:

White Label Option: \$5,000 subscription (optional annual renewals \$1,000 first two years then \$499 thereafter) OR

Enterprise Option: \$499 annual with optional annual renewal \$499 (can be upgraded in the future to White Label for \$7,000 one time plus the same annual \$499).

MOTION:

Whereas Venice has a rich history of people and places as well as contemporary destinations that residents and visitors love to discover, explore, and visit, AND

Whereas technology now provides a mobile app to enable way-finding with rich content to be in the palm of everyone's hands via gps on IOS and Android devices, for free,

Now, Therefore, the Venice Neighborhood Council moves to allocate Community Improvement Project funds for the creation of a mobile VeniceNC Tour App using <https://pocketsights.com> either:

\$5,000 for a VeniceNC "White Label" one time subscription fee with Option to renew \$1,000 annually in first 2 years; \$499 annual renewal thereafter

OR

\$499 for a Pocketsights VeniceNC "Enterprise" fee with \$499 annual renewal.

Preserving Public Places Ad Hoc Committee Motion Passed May 3, 2022 Vote: 5-0-0

EXHIBITS:

(1) Example of the easy to use Site Builder: (from our free trial)

The screenshot displays the PocketSights website builder interface. The top navigation bar includes links for MY TOURS, NEW TOUR, REVIEW (highlighted with a green circle), HELP, CONTACT, and LOGOUT. A search bar on the right shows "Venice Public Art by Artist Ro...". The main content area is titled "Venice Public Art by Artist Robin Murez". On the left, a sidebar contains icons for home, location, lock, music, currency, and social media. Below these are sections for "Tour Information" (Tour Name, Short Description / Teaser, Tour Type dropdown set to "Walking Tour", Category tags for Art, Art Work, and History, and a Detailed Description editor with various formatting tools). At the bottom of the sidebar are buttons for "Submit for Review", "Save Tour" (with a green checkmark), and "Cancel Changes". The main area on the right features a Google Map of Venice, California, with a blue line indicating a walking tour route between two points marked with green circles and numbers 1 and 2. The map shows streets like Abbot Kinney Blvd, Pacific Ave, and Venice Way.

(2) **Content for each site can include Text, Images, Sound & Video:**
(from free trial)

tours.pocketsights.com/tours/edit/7073

Edit Point of Interest

Point of Interest Name

Corner Ball Park

Description

My Ball Park is an earthworks paying tribute to the Venice Tigers, a minor league baseball team that once hailed from Venice, CA. As is common with Venice history, the story is elaborate:

The Tigers came to Venice having been caught up in an illegal gambling scheme in their original home of Venon, L.A.. Why Venice? Because this was during prohibition and Venice had less restrictive laws than other areas concerning the consumption of alcohol. The Tigers made Venice their home for two years, from 1913-14. Their ballpark was a block to the east of my Ball Park.

Interpreting ballparks in my own way, I created grassy mounds and hard balls. The mosaic images on the hard balls are of wonderful features of Venice: The historic Italian architecture of our Windward Avenue Colonnade; A seated camel, because we had live camel rides; Kelp like that sustaining resource growing in our bay; and a Sea Anemonoe like the ones living on the rocks at waters edge.

Audio URL (SoundCloud - Public Tracks Only)

Video URL (YouTube or Vimeo)

Add photos by dragging & dropping them here

Photos: 2 (drag to re-order)

Attribution: Name (optional)

Attribution: URL (optional)

The Venice Tigers Base Ball Team

Attribution: URL (optional)

Delete

Update Point of Interest

Cancel Changes

ATTACHMENTS:

(1) NOTE FROM ALLEN WARD of POCKETSIGHTS:

Attached is a version of a contract we could provide. We could make addendums as needed.

Our PocketSights site is HTTPS secure. Hypertext Transfer Protocol Secure (https) is a combination of the Hypertext Transfer Protocol (HTTP) with the Secure Socket Layer (SSL)/Transport Layer Security (TLS) protocol. TLS is an authentication and security protocol widely implemented in browsers and Web servers.

Our apps are verified by the App Store and Google Play.

(2) SAMPLE SOFTWARE DEVELOPMENT SERVICES AGREEMENT

This SOFTWARE DEVELOPMENT SERVICES AGREEMENT (this "Agreement") is made effective as

of _____, 2022 (the "Effective Date"), by and between POCKETSIGHTS, LLC, a Delaware limited liability company ("PocketSights"), whose notice address is 407 College Ave., Suite 401, Ithaca, New York 14850, and Los Angeles - Venice Neighborhood Council ("Los Angeles VeniceNC", and together with PocketSights, each, a "Party", and collectively, the "Parties")

WITNESSETH:

WHEREAS, PocketSights is a [software development] company specializing in development of web- and mobile-based applications providing general map services to consumers;

WHEREAS, Los Angeles VeniceNC will specializes in providing information regarding the city;

WHEREAS, Los Angeles VeniceNC desires to engage PocketSights to provide the services as described herein;

WHEREAS, PocketSights desires to provide such services to Los Angeles VeniceNC in return for the Compensation (as defined below); and

WHEREAS, PocketSights acknowledges that at all times during the provision of any services or activities under this Agreement, PocketSights shall be acting as an independent contractor and not as an employee of Los Angeles VeniceNC.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Independent Contractor Status. The Parties intend that PocketSights and any of its agents or employees be engaged as independent contractors of Los Angeles VeniceNC. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. PocketSights hereby acknowledges that it has been advised by Los Angeles VeniceNC of its status as an independent contractor and agrees to such classification. PocketSights shall complete the Services (as defined below) according to PocketSights' own means and methods which shall not be subject to the control and supervision of Los Angeles VeniceNC. PocketSights may not act as agent for, or on behalf of, Los Angeles VeniceNC or to represent Los Angeles VeniceNC, or bind Los Angeles VeniceNC in any manner time, without the express written authorization from Los Angeles VeniceNC.

2. Engagement of Services. Upon the terms and subject to the conditions contained herein, Los Angeles VeniceNC hereby engages PocketSights as an independent contractor to design, develop, program and implement a web- and/or mobile-based software application for mapping [historical][important] sites relating to Los Angeles VeniceNC for use by the general public, as requested and directed by Los Angeles VeniceNC (the "Services"); provided that the Parties acknowledge and agree that from time to time throughout the Term (as defined below), Los Angeles VeniceNC will request PocketSights perform the Services for the city, Services provided for the city hereinafter referred to as, "Project"). PocketSights agrees to provide to Los Angeles VeniceNC the Services in accordance with the terms and conditions set forth in this Agreement.

3. Exclusivity. In order to promote and further the purpose of this Agreement and as part of the Services, the Parties hereby agree to work exclusively with each other during the Term to create or develop software applications, computer programs, websites and other online content and deliverables ("Apps") featuring digital, virtual or augmented reality maps of sites of importance to Los Angeles VeniceNC ("Exclusive Field of Use").

4. Compensation. As compensation under this Agreement, Los Angeles VeniceNC shall pay PocketSights (i) an annual fee of Four Hundred Ninety-Nine and 00/100 Dollars (\$499.00) per year during the Term (the "Annual Compensation"); and (ii) Three Thousand Four Hundred Ninety-Nine and 00/100 Dollars (\$3,499.00) per Project (the "Project Compensation", and together with the Annual Compensation, collectively, the "Compensation"). On or prior to the Effective Date, Los Angeles VeniceNC paid PocketSights the Annual Compensation for the Initial Term in full, in immediately available funds.

5. Taxes; Expenses.

5.1. Taxes. PocketSights hereby acknowledges and agrees that as an independent contractor, it is responsible for the payment of, and shall remit in a timely manner, all of its own income tax, self-employment taxes (FICA), Social Security and all other state, county and local taxes, if any, levied upon PocketSights. Further, Los Angeles VeniceNC shall not withhold any sums from the Compensation paid to PocketSights pursuant to this Agreement for income tax, self-employment taxes (FICA), Social Security or other state, county and local taxes, if any, or any other withholding pursuant to any law or requirement of any governmental body, and PocketSights hereby waives any claims that it has or may have against Los Angeles VeniceNC now or in the future regarding such withholding or the right of Los Angeles VeniceNC not to withhold, not to pay, and not to contribute to such taxes on behalf of PocketSights.

5.2. Personal Expenses. Unless otherwise agreed to by the Parties, PocketSights shall be responsible for all of its personal expenses, including, without limitation, worker's compensation, retirement, and all other insurance or benefits required or desired by PocketSights, automobile, travel, entertainment, food, lodging, cell phone, computers, data plans, license fees and dues, vacation or sick leave. Los Angeles VeniceNC shall not be liable to PocketSights for any expenses incurred by PocketSights, nor shall PocketSights have authority to bind Los Angeles VeniceNC by any promise or representation, unless specifically authorized in advance and in writing by Los Angeles VeniceNC.

5.3. Los Angeles VeniceNC Employee Benefits. PocketSights shall not be entitled to worker's compensation, retirement, insurance or any other benefits afforded to employees of Los Angeles VeniceNC unless specifically identified herein. PocketSights hereby waives claim to all rights of action in common law or under any statute or other law to recover from Los

5.4. Angeles VeniceNC's damages for any injuries sustained in the course of its independent contractual relationship. Workers' Compensation and General Liability Insurance. PocketSights shall obtain and maintain all workers' compensation insurance that is required in connection with the provision of Services by PocketSights hereunder, all of which shall comply with all applicable laws and regulations. PocketSights shall further obtain and maintain general liability and other insurance policies with such financially responsible insurance companies as may be

6. Intellectual Property Rights.

6.1. PocketSights retains any and all copyright and other intellectual property rights in the PocketSights map code, whether or not registered.

6.2. Los Angeles VeniceNC retains any and all copyright and other intellectual property rights in the VeniceNC content, whether or not registered.

6.3. If during the Term the Parties jointly or separately make any derivative works based solely on, or that relate only to, the PocketSights map code ("PocketSights Works"), PocketSights shall exclusively own such derivative works and Los Angeles VeniceNC hereby assigns any and all copyright and other intellectual property rights in such PocketSights Works to PocketSights.

6.4. If during the Term the Parties jointly or separately make any derivative works based solely on, or that relate only to, the Los Angeles VeniceNC content ("Los Angeles VeniceNC Works"), Los Angeles VeniceNC shall exclusively own such derivative works and PocketSights hereby assigns any and all copyright and other intellectual property rights in such Los Angeles VeniceNC Works to Los Angeles VeniceNC.

6.5. If during the Term the Parties jointly make any derivative works based on, or that relate to, the combination of PocketSights map code and Los Angeles VeniceNC content ("Combination Works"), Los Angeles VeniceNC shall exclusively own such Combination Works and PocketSights hereby assigns any and all copyright and other intellectual property rights in such Combination Works to Los Angeles VeniceNC. Combination Works do not include improvements made by either Party solely to the underlying PocketSights map code or Los Angeles VeniceNC content. For the avoidance of doubt, PocketSights map code is exclusively owned by PocketSights, with the fully paid license to Los Angeles VeniceNC in the Exclusive Field of Use provided herein. Further for the avoidance of doubt, Los Angeles VeniceNC

content is exclusively owned by Los Angeles VeniceNC, with the limited license specifically in connection with the creation and development of the App to PocketSights.

6.6. If any Apps cannot be fully exploited without using or violating any copyright or other intellectual property rights (not assigned hereunder) in which PocketSights has an interest, PocketSights hereby grants Los Angeles VeniceNC a perpetual, irrevocable, worldwide pre-paid, non-exclusive, sublicensable right and license to fully exploit all such intellectual property rights in connection with such Apps in the Exclusive Field of Use, including the right to use, maintain, reproduce, distribute, perform, display, and make derivative works from all code in the Apps, including source code and object code, and related documentation.

The rights and obligations of this Section 6 (Intellectual Property), including, but not limited to the fully paid license of PocketSights map code to Los Angeles VeniceNC in the Exclusive Field of Use, and any terms or provisions necessary to interpret or enforce this Section 6, shall survive any termination or expiration of this Agreement.

7. Term; Termination.

7.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides written notice of its intent not to renew this Agreement a minimum of thirty (30) days prior to the expiration of the then current term.

7.2. Termination for Convenience. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days' prior written notice to the other party.

7.3. Termination for Breach. In the event of any material breach of this Agreement by either Party (the "Breaching Party"), the other Party (the "Non-Breaching Party") may terminate this Agreement by giving thirty (30) days' prior written notice (the "Notice Period") to the Breaching Party; provided, however, that this Agreement shall not terminate at the end of the Notice Period if the Breaching Party has cured the breach of which it has been notified prior to the expiration the Notice Period. In the event this Agreement is terminated or expires, Los Angeles VeniceNC agrees to pay PocketSights for all costs incurred by PocketSights with Los Angeles VeniceNCs approval up to the effective date of termination, including the Compensation.

7.4. Effect of Termination. Upon termination or expiration of this Agreement for any reason, this Agreement shall be of no further force and effect and no additional payments, liabilities or obligations shall be due and owing from either party to the other; provided, however, the provisions of Section 6 above and Sections 8, 9, and 11 below shall survive such termination and Los Angeles VeniceNC shall pay PocketSights the Compensation, which shall be prorated through the effective date of termination.

8. Confidentiality.

8.1. Confidential Information. For purposes of this Agreement, "Confidential Information" means any and all information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in writing, orally or otherwise, that is (i) marked as confidential or proprietary; (ii) identified as confidential or proprietary (e.g. if disclosed orally or visually), or

(iii) disclosed under circumstances by which the Receiving Party should reasonably understand that such information is deemed by the Disclosing Party to be confidential or proprietary, including, but not limited to, business plans, marketing plans, financial information and reports, financial analysis, future plans and pricing, the marketing or promotion of any product, business policies and practices, business and technical information, data, designs, specifications, formulae, know-how, business opportunities, notes, memoranda, papers, text, electronic and/or graphic files, reports and all documents and other materials. Confidential Information does not include information that: is or becomes publicly available through no wrongful act of the Receiving Party or any of its affiliates; was in the possession of or known to the Receiving Party or any of its affiliates on a non-confidential basis through no wrongful act of the Receiving Party or any of its affiliates prior to the disclosure by the Disclosing Party, as shown by its prior written records or other competent evidence in the Receiving Party's possession; is disclosed to the Receiving Party or any of its affiliates by a third party through no wrongful act of the Receiving Party or any of its affiliates, subsequent to disclosure by the Disclosing Party, without restriction on disclosure and use, provided that such third party has not received it from the Disclosing Party under a continuing obligation of confidence; is independently developed by or for the Receiving Party or any of its affiliates without reference to or use of the Disclosing Party's Confidential Information and is evidenced by its written records or other competent evidence in the Receiving Party's possession; or the Disclosing Party agrees in writing prior to disclosure that the Receiving Party may disclose.

8.2. Non-Disclosure. The Parties acknowledge that each Party is the owner of valuable trade secrets, and other Confidential Information and license same from others; and that by reason of their relationship hereunder, the Parties may come into possession of information Confidential Information. The Receiving Party agrees that, except as directed by the Disclosing Party, the Receiving Party will not at any time during or after the Term disclose any Confidential Information to any person, or permit any person to examine and/or make copies of any reports or any documents prepared by the Receiving Party or that come into the Receiving Party's possession or under the Receiving Party's control by reason of the Services, and that upon termination of this Agreement, the Receiving Party will turn over to the Disclosing Party all documents, papers and other matter in the Receiving Party's possession or under the Receiving Party's control that contain or relate to such Confidential Information.

8.3. Injunctive Relief. The Receiving Party acknowledges that disclosure of any the Disclosing Party's Confidential Information will give rise to irreparable injury to the Disclosing Party, inadequately compensable in damages. Accordingly, the Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of the Disclosing Party and are reasonable in scope and content.

The rights and obligations of this Section 8 (Confidentiality), and any terms or provisions necessary to interpret or enforce this Section 8, shall survive any termination or expiration of this Agreement for the longer of (i) three (3) years after termination or expiration of this Agreement; or (ii) with respect to any Confidential Information that constitutes a trade secret and is in the Receiving Party's care or control, for so long as such information is a trade secret under applicable law.

9. Indemnification; Limitation of Liability.

9.1. Los Angeles VeniceNC Indemnification. Except to the extent caused by PocketSights, or its affiliates, managers, members, directors, officers, employees, independent contractors, consultants and agents (collectively, the "PocketSights Indemnified Parties"), gross negligence or willful misconduct, Los Angeles VeniceNC agrees to indemnify, defend and hold harmless the PocketSights Indemnified Parties from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees (collectively, "Damages"), arising out of or in any way connected with (i) the Los Angeles VeniceNC content; (ii) Los Angeles VeniceNCs breach of this Agreement; and (iii) Los Angeles VeniceNCs violation of applicable laws, rules or regulations.

9.2. PocketSights Indemnification. Except to the extent caused by Los Angeles VeniceNC, or its affiliates, managers, members, directors, officers, employees, independent contractors, consultants and agents (collectively, the "Los Angeles VeniceNC Indemnified Parties"), gross negligence or willful misconduct, PocketSights agrees to indemnify, defend and hold harmless the Los Angeles VeniceNC Indemnified Parties from and against any Damages arising out of or in any way connected with (i) the PocketSights map code; (ii) PocketSights' breach of this Agreement; and (iii) PocketSights' violation of applicable laws, rules or regulations.

9.3. Waiver of Consequential Damages; Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS.

10. Dispute Resolution.

10.1. In the event of any disagreement, dispute, claim or controversy with respect to, relating to or arising from this Agreement and the Services provided pursuant to this Agreement or any SOW (each, "Dispute"), the Parties shall in good faith seek to revolve, settle or compromise such Dispute through direct negotiation. In the event that any such Dispute cannot be resolved, settled or compromised, as aforesaid, in a reasonable period of time, then the Parties agree as an exclusive substitute for litigation to submit the Dispute to final and binding arbitration before an arbitrator who shall be appointed in accordance with the then prevailing Rules of the American Arbitration Association ("Arbitration"). The Arbitration shall be administered by the American Arbitration Association ("AAA") through its New York office. The locale of any Arbitration proceeding shall be the offices of the AAA in the New York unless otherwise agreed to by the Parties. The arbitrator shall be selected within thirty (30) days of submission of such Dispute to Arbitration. The Parties shall use their collective best efforts to promptly schedule and conduct the hearings before such arbitrator, with a view toward concluding such Arbitration proceedings not later than ninety (90) days from the first submission of the Dispute to Arbitration.

10.2. The arbitrator shall apply the governing law set forth in Section 12.4 below in connection with the Dispute. The arbitrator shall have no power to award damages inconsistent with this Agreement, including the limitation on liability provisions contained herein. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding Party has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the Arbitration, except to the extent that it is expressly authorized by the arbitrator upon a showing of substantial need by a Party seeking discovery.

10.3. The arbitrator's award in any Arbitration pursuant to this Section 10 shall be final and binding and shall be enforceable in any court of competent jurisdiction, including any court in the State of New York and the California. The prevailing Party in the Arbitration shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with such Arbitration. If necessary, to enforce the award, the prevailing Party may seek entry of judgment on the award in any court of competent jurisdiction.

11. Non-Solicitation

11.1. Non-Solicitation – Customers. PocketSights agrees, covenants and warrant that during the Term and for a period of twelve (12) months following the termination or expiration of this Agreement for any reason (the "Restricted Period"), PocketSights shall not, directly or indirectly, on its own behalf or on behalf or in conjunction with any person or legal entity, solicit, accept, divert, service or attempt to solicit, accept, divert or service any business from any person, customer, corporation or other entity with whom, as of the date of the termination of this Agreement, Los Angeles VeniceNC has a business relationship, which the parties intend to be enforced to the fullest extent allowed under the law. PocketSights agrees, covenants and warrants that this restrictive covenant is necessary to protect Los Angeles VeniceNC's legitimate business interests, including but not limited to, its trade secrets, proprietary information and other Confidential Information, and any other protectable interest(s). PocketSights further agrees that the scope of this non-solicitation provision is reasonable and directly related to the protection of Los Angeles VeniceNC's legitimate business interests in its customers, sales, and other Confidential Information.

11.2. Non-Solicitation –Employees. PocketSights agrees, covenants and warrants that for the Restricted Period, PocketSights shall not, without the prior written consent of Los Angeles VeniceNC identifying such person, directly or indirectly solicit, entice, persuade or induce any individual who presently is, or at any time during such period shall be, an employee or independent contractor of Los Angeles VeniceNC or affiliate of Los Angeles VeniceNC, or any of their respective successors, to terminate or refrain from renewing or extending its employment or independent contractor relationship with Los Angeles VeniceNC or such affiliate of Los Angeles VeniceNC, or any of their respective successors.

12. Miscellaneous.

12.1. Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in the opening paragraph. Any such notices shall be either (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual date of receipt; or (ii) sent by facsimile or e-mail, in which case notice shall be deemed delivered upon transmission of such notice and evidence of delivery of said transmission, with a hard copy mailed and transmitted the same business day or sent by personal delivery, in which case notice shall be deemed

delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

12.2. Modifications and Amendments. No modification, amendment, supplement to or waiver of this Agreement, or any of its provisions, shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

12.3. Waiver. No waiver of any breach of any provision or condition of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision or condition of this Agreement.

12.4. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the New York, without reference to its conflict of laws provisions. The parties hereby consent to the state and federal courts situated in New York for any and all claims arising pursuant to this Agreement.

1 NTD: Some states have restrictions on non-solicitation provisions such as this. We are confirming with the laws of the New York whether this provision is in fact enforceable.

12.5. No Joint Venture. Nothing in this Agreement shall be construed to form a partnership or joint venture, and the relationship between the Parties shall be that of independent contractors.

12.6. Remedies. The rights and remedies of the Parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

12.7. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

12.8. Attorney Fees. In the event of a breach of this Agreement, the nonbreaching party shall be entitled to reasonable attorney's fees incurred in enforcing this Agreement.

12.9. Severability. The invalidity or unenforceability of any particular word, sentence, paragraph, subparagraph or provision of this Agreement shall not affect the validity or enforceability of the other words, sentences, paragraphs, subparagraphs or provisions of this Agreement, and this Agreement shall be interpreted in all respects as if such invalid or unenforceable parts were omitted; the parties intend for the Agreement to be judicially modified to give effect to the intent of the Parties, and to protect their interests, to the fullest extent allowed by law.

12.10. Binding Nature. This Agreement shall become binding upon and inure to the benefit of the parties, and their heirs, executors, administrators, successors and assigns.

12.11. Assignment. This Agreement shall be binding upon the Parties' respective successors and permitted assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any such attempted assignment shall be void.

12.12. Authority. Both parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the parties and any other person,

firm or organization or any law or governmental regulation.

12.13. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matters contained herein, superseding all prior contracts or agreements, whether oral or written.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned parties have caused this Software Development Services Agreement to be delivered, effective and executed as of the Effective Date.

"PocketSights"

POCKETSIGHTS, LLC, a Delaware limited liability company

By:

Name: Allen Ward

Title:

"Los Angeles VeniceNC"

Los Angeles VeniceNC, _____

By: Name: Title: