**First Amendment to the Statement of Work**

**(“SOW”)**

**Cover Sheet**

This First Amendment to the Statement of Work (“*Amendment*”), is between Mojang AB (*“Mojang”*), and {[#:950 | $:Supplier Company Name |R$|D$:Select reference file|Oxeye Game Studio AB]} (*“Supplier”*). This Amendment amends the Supplier Source Code License Form between Mojang and Supplier effective on {[#:1440 | $:Previous SLF Agreement Date|DATE:MMMM d, yyyy| D$:2020-01-01]} (*“*SLF*”*) to the Master Supplier Services Agreement between Mojang and Supplier dated {[#:1430 | $: MSSA Effective Date|DATE:MMMM d, yyyy| R$: MSSA-DATE |D$:2020-01-01|February 1, 2017]} (“Agreement”). The Amendment is effective on {[#:1450 | $: Amendment Effective Date |DATE:MMMM d, yyyy|D$: NOW |November 1, 2020]} (“Amendment Effective Date”).

This Amendment consists of:

* This page (“Cover Sheet”);
* The Terms and Conditions below;
* The Agreement and SOW, which are incorporated by references; and
* Any other exhibits or attachments.

**Addresses and contacts for notices**

|  |  |
| --- | --- |
| **“Mojang”** | **“Supplier”** |
| Attention: {[#:500 | $:Mojang Employee Full name | D$:Select reference file|NoUserInput|R$| Jonas Mårtensson]} | Attention: {[#:1000 | $:Supplier Primary Contact | D$:Select reference file| R$| Daniel Brynolf ]} |
| Address: {[#:600 | $:Mojang Employee Address| D$:Select reference file|NoUserInput|R$| D$:Söder Mälarstrand 43, 118 25 Stockholm, Sweden]} | Address: {[#:1100 | $:Supplier Address| D$:Select reference file| R$| Frustunavägen 40, 125 40 Älvsjö, Sweden]} |
| Phone Number: {[#:700 | $:Mojang Employee Phone number| D$:Select reference file|NoUserInput|R$| +46 76 321 12 28]} | Phone Number: {[#:1200 | $:Supplier Phone Number | D$:Select reference file|R$| +46 70 725 35 94]} |
| Fax Number: {[#:800 | $:Mojang Employee Fax Number | D$:Select reference file|NoUserInput|R$| D$: NA]} | Fax Number: {[#:1300 | $:Supplier Fax Number | D$:Not specified |R$]} |
| E-mail: {[#:900|$: Mojang Employee E-mail |D$:Select reference file|NoUserInput|R$| [jonas@mojang.com](mailto:jonas@mojang.com) ]} | E-mail: {[#:1400 | $:Supplier E-mail| D$:Select reference file| D$:Select reference file| R$ | ]} |
| Secondary Contact: {[#:950 | $:Mojang Secondary Contact | D$: Select reference file|NoUserInput|R$| D$: - ]} | Other contact address: {[#:1410 | $: Supplier Other Contact address | D$:Not specified| R$| ]} |

**Agreed and accepted**

|  |  |
| --- | --- |
| **“Mojang”** | **“Supplier”** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

**Terms and Conditions**

1. **Purpose**

The purpose of this Amendment is to amend and supplement the terms and conditions set forth in the SOW by incorporating the additional provisions set forth below, and modifying certain existing provisions. The terms of this Amendment will control if there is a conflict between the Agreement or SOW and this Amendment. This Amendment will be attached to and incorporated into the SOW.

1. **Definitions**

Capitalized terms used but not defined in this Amendment are defined in the SOW.

1. **Amendments**

The parties agree to amend the SOW as follows:

* 1. The text “{[#:2000|NoUserInput| Invisible |DATE:MMMM d, yyyy| CopyFromArgument: Amendment Effective Date ]}” as the SOW Expiration Date contained in the Cover Page is deleted in its entirety and replaced with “{[#:1460 | $:Amendment Expiration Date |NoUserInput| DATE:MMMM d, yyyy| CopyFromArgument: LastDay | May 31, 2020]}.”
  2. The table in Section 2, Deliverables/Delivery Schedule is deleted in its entirety and replaced with the following new table:

|  |  |  |
| --- | --- | --- |
| **Milestone #** | **Brief Description of Services to be completed by Supplier and delivered to Mojang** | **Due on or before** |
| **1** | Provide the Services as required by Mojang | {[#:1501|$: Milestone01StartDate | NoUserInput | NoOutput | DATE:MMMM d, yyyy | CopyFromArgument: Amendment Effective Date |AddDays:0]}{[#:1502|$: Milestone01DueDate | NoUserInput |DATE:MMMM d, yyyy| CopyFromArgument: Milestone01StartDate | EndOfMonth]} {[#:1503|$: Milestone01workdays | NoUserInput | NoOutput | WorkDaysStart: Milestone01StartDate | WorkDaysEnd: Milestone01DueDate]} |
| **2** | Provide the Services as required by Mojang | {[#:1601|$: Milestone02StartDate | NoUserInput | NoOutput | DATE:MMMM d, yyyy | CopyFromArgument: Milestone01DueDate |AddDays:1]}{[#:1602|$: Milestone02DueDate | NoUserInput |DATE:MMMM d, yyyy| CopyFromArgument: Milestone02StartDate | EndOfMonth]} {[#:1603|$: Milestone02workdays | NoUserInput | NoOutput | WorkDaysStart: Milestone02StartDate |WorkDaysEnd: Milestone02DueDate]} |

* 1. Section 3(a), Service Fees, is deleted in its entirety and replaced with the following:

**(a) Services Fees.** Mojang will pay Supplier the following amounts as full and final payment for the Services. Mojang will only make payment for Services that Supplier has completed and delivered to Mojang, and that Mojang has accepted. Supplier will charge Mojang a daily fee of **{[#:2798|$:PayPerDay|NUM|ThousandSeparated | NoUserInput| MULTIPLICATION | MathValueFromArgument1: SEK/Hour | MathValueFromArgument2: Workhours per Day]} SEK**, consisting of {[#:2799| Invisible| CopyFromArgument: Workhours per Day]} hours of work for Services completed and delivered to Mojang, and accepted by Mojang on a weekly basis. Mojang will pay a total fee not to exceed {[#:2800|$:Max cost as text | CopyFromArgument: Max cost | INVISIBLE | NumAsText | COMMENT:**five hundred ninety thousand seven hundred ninety**]} **Swedish Krona (**{[#:2800|$:Max cost|NUM|ThousandSeparated | NoUserInput| CopyFromArgument: TotalServiceFee]} **SEK)** in accordance with the following milestone payment schedule:   
  
{[#:1480| NoOutput |NUM |$:SEK/Hour|D$: 350]}

|  |  |
| --- | --- |
| **Milestone #** | **Service Fee** |
| **1** | {[#:1500|$: Milestone 1 name| NoUserInput | DATE:MMMM| CopyFromArgument: Milestone01StartDate]} Month Services  {[#:1505| $: Milestone 1 Service Fee | NoUserInput| NUM|MULTIPLICATION| ThousandSeparated | MathValueFromArgument1: SEK/Hour | MathValueFromArgument2: Milesstone 1 Hours Worked |COMMENT:56,000]} SEK ({[#:1599|INVISIBLE |CopyFromArgument: SEK/Hour |COMMENT: 350]} SEK/hour, {[#:1504| $: Milesstone 1 Hours Worked | NoUserInput |MULTIPLICATION| MathValueFromArgument1: Workhours per Day | MathValueFromArgument2: Milestone01workdays |COMMENT: 160]} hours) {[#:1506|NoUserInput| NoOutput |$: Milestone 1 Fee Total| NUM| ThousandSeparated | CopyFromArgument: Milestone 1 Service Fee]} |
| **2** | {[#:1600|$: Milestone 2 name| NoUserInput | DATE:MMMM| CopyFromArgument: Milestone02StartDate]} Month Services  {[#:1605|NoUserInput|$: Milestone 2 Service Fee | NUM|MULTIPLICATION | ThousandSeparated | MathValueFromArgument1: SEK/Hour | MathValueFromArgument2: Milesstone 2 Hours Worked |COMMENT:53,200]} SEK ({[#:1699|INVISIBLE |CopyFromArgument: SEK/Hour |COMMENT: 350]} SEK/hour, {[#:1604|NoUserInput|$: Milesstone 2 Hours Worked | MULTIPLICATION| MathValueFromArgument1: Workhours per Day | MathValueFromArgument2: Milestone02workdays |COMMENT: 152]} hours){[#:1606|NoUserInput| NoOutput |$: Milestone 2 Fee Total| NUM| Addition| ThousandSeparated | MathValueFromArgument1: Milestone 1 Fee Total | MathValueFromArgument2: Milestone 2 Service Fee]} |
| **Total** | {[#:9998|$: TotalServiceFee| CopyFromArgument: Milestone 2 Fee Total | INVISIBLE |NUM| ThousandSeparated COMMENT: **291,200**]} **SEK** {[#:9997|$: LastDay | Invisible | NoOutput | CopyFromArgument: Milestone02DueDate]} {[#:9996|$: FirstDay | Invisible | NoOutput | CopyFromArgument: Milestone01StartDate]} |

1. **No further amendment**

The SOW remains unmodified and in full force and effect except as expressly modified by this Amendment.

1. **Miscellaneous**
   1. **Counterparts.** This Amendment may be executed in any number of counterparts and by separate counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same Amendment. Facsimile signatures on a counterpart, or signatures made via electronic signature service (e.g., Adobe Sign), will also be considered binding.
   2. **Conflict of Terms.** If the express terms of this Amendment conflict with the SOW, this Amendment will govern.
   3. **Entire SOW**. The SOW, as amended by this Amendment, is the entire SOW between the parties with respect to its subject matter. It merges all prior and contemporaneous communications related to this subject.

*[Remainder of this Amendment is intentionally left blank.]*

{[#:1481|$: Workhours per Day | NoOutput | NUM | D$: 8]}

{[ NoOutput | INVISIBLE | ActionSequence:1| ActivateFunction: LoadReference: References\days off.docx]}