

Contract agreement - Game Engine

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1 Terms and conditions

As used in this Agreement "Customer" means the customer described on the cover sheet. "Contractor" means the service provider described in on the cover sheet. "Deliverable" means those Services to be provided to the Customer by the Contractor under this agreement. "Product" the Functional Requirements Study for Customer's proposed solution as described hereto, including the documents and the business model for the Customer's proposed solution and all materials and other items produced hereunder or necessary to complete the same. "Project" means the consulting Services that are to be performed by the Contractor on behalf of the Customer. "Effective date" means the date this Agreement is duly executed by the Contractor to the Customer hereunder. "Services" means the development and other services to be provided by the Contractor to the Customer. "Out-of-pocket expenses" means direct outlays of cash which may be later reimbursed.

2 Engagement

Subject to the terms and conditions of this agreement, the Customer has engaged the Contractor to undertake and complete the Project assigned to Contractor by Work Order. Work Order will be issued according to the current agreement

3 Compensation

Customer Rates. The Customer shall pay the Contractor the amount as specified in the section Additional information and Modifications.

4 Facilities

Not the case

5 Staffing

The Contractor warrants that it has the appropriate abilities and skills to complete the Project and that its professional abilities conform to generally accepted industry standards. The Contractor will use best endeavors to ensure that the Project is scheduled and completed in accordance with the agreed Statement of Work. The Contractor will use reasonable efforts to maintain staff continuity throughout the Project. The Contractor may not replace any employee assigned to the Project without prior notice of the Customer. The new employee shall be competent and have the appropriate skills and abilities to complete the Project in accordance with the agreed Statement of Work as specified in the section Additional information and Modifications.

6 Approval of work

The Contractor agrees to aid the costumer regarding any possible uncertainties or questions to a reasonable degree.

7 Payments

- (a) Subject to the Customer's approval of the work accomplished and the invoice, payment from the Customer shall be due within 2 (two) working days from the date of invoice. Such Customer approval not be unreasonably withheld.
- (b) The Contractor shall contact the Uppsalines Bank via the Transaction Record to state the amount that they have paid and to whom.
- (c) The Customer shall pay interest charges of 5 Uppsalines per day for all late payments.

8 Confidential information

None, unless stated at the end of the document.

9 Duration of agreement

- (a) Start-date. The signing date of this Agreement
- (b) End-date. This framework agreement would be valid until 24/03-19, unless cancelled by Termination.
- (c) Upon expiration, both parties may review and amend the Contract and decide whether or not to renew.

10 Termination

Upon termination of this Agreement, the Contractor shall return to the Customer all information regarding the Customer obtained or developed and paid in full, in the course of this Agreement, with all working documents, materials, Software designs, system and program flow-charts, file layouts, source and object code listings, computer programs, work completed, work in progress and data, regardless of storage media, related to the Project.

11 Rights to deliverables

The Contractor will provide all working documents, materials, Software designs, system and program flow-charts, file layouts, source and object code listings, computer programs, work completed, work in progress and data, under the MIT license, unless explicit addition at the end of the document.

12 Liability

- (a) The Contractor will indemnify the Customer for direct damage to property as well as any other damages under statutory law. The Contractor will pay 5 Uppsalines to the Customer for every piece of functionality that does not work as expected based on the documents provided.

13 Entire Agreement

This Agreement shall constitute the entire agreement between the parties as to the matters hereunder and there are no other contracts, express implied. This Agreement may be modified by an agreement in writing signed by both parties.

14 Governing Law

It is that this agreement shall be governed by, construed, and enforced in accordance with the laws of Sweden.

15 Notices

Service of notice to either party may be made by email to Viktor.Enzell.3988@student.uu.se, qualified mail carrier, or fax, addressed to the Customer at the address set forth in this Agreement or at some other address designed by the parties. Notice sent by mail carrier or fax will be effective one day after the date sent.

The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement. IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the indicated above.

16 Additional information and Modifications

16.1 Work Order

<u>Type of Services</u>	<u>Cost</u>	<u>Total</u>
Game Engine	90	90
Total Cost		90

1. Scope of work - The Contractor will provide to The Customer the services of software development for the Communication Platform.
2. Prices include VAT - The software provided by the Contractor, delivering the Communication Platform, needs to fulfil the following requirements and tests.

16.2 Requirements for Game Engine

Group B's D2 found at the student portal.

16.3 Signing of agreement

This agreement will enter into force immediately after the Customer has sent an email to the Contractor, stating that the contract is agreed upon.