## Project: Night Falcon designs

Statement of Work

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This Statement of Work (the “SOW”) is entered into on the specified date below (the “Effective Date”) by **Widget Corporation** (“Supplier”) and NewSky Ltd (the “Client”) pursuant to the terms of the Master Services Agreement (the “Agreement”), dated as of June 30, 2013, between Supplier and Client which is herein incorporated by this reference. In the event of a conflict between any terms of the Master Services Agreement and terms of this SOW, the applicable terms of the Master Agreement shall control.

SOW Effective Date: July 01, 2016

SOW End Date: 09/30/2016

**Addresses**

|  |  |
| --- | --- |
| **Client** | **Supplier** |
| Primary Contact: Margaret Anderson | Primary: John Smith |
| Address: 45 Connecticut Avenue New York 04471 | Address: 2 New York Lane,  Boston, MA 02201  US |
| 0123448 889 | Phone number: 0123654 778 |
| Email: Margaret.a@newsky | Email: J.Smith@widget.com |

**Section. 1 Project Summary**

Due to recent growth in the MMORPG gaming genre, New Sky is looking into developing new brands and Service models to enter the market. By learning on the experience of the past titles, New Sky would like to propose new ideas and repackage those that have succeeded as the most enduring titles.

**Section. Services**

Supplier to provide the following services:

* Designing the interface for the micro payment system, testing its operation with a payment platform that is being developed by Client.
* Preparing the concept art of 5 new characters and 3 locations that are visually distinct from those already incorporated.

All Services under this SOW shall be considered as work made for hire.

**Section. 3 Exclusions**

The following are not covered under this SOW and will be priced separately:

* Transferring design into the game engine.
* Optimizing designs for performance on average hardware.

**Section. 4 Timeline (subject to change based upon client’s approval)**

|  |  |
| --- | --- |
| **Step** | **Due on:** |
| Executed SOW | May 30, 2016 |
| Project Kickoff | 15 June, 2016 |
| Milestone 1 | June 30, 2016 |
| Milestone 2 | 08/30/2016 |

Client will provide timely feedback. Each Deliverable will be deemed accepted if, no later than the end of the business day, New York City time, three days after its delivery to Client, Client does not reject the Deliverable by sending Supplier written notice detailing the reasons for the rejection and reasonable modification guidelines. Supplier is not responsible for delays, errors or omissions resulting from Client’s action or inaction, and will not be liable for any claims related to materials, specifications, and information provided by Client to Supplier for the Project.

Payments are due in Net 30 days from the date of receiving an undisputed invoice by the Client. All Services shall be treated as New Sky’s confidential information,

Payments should be in line with those listed in Section 6(a), below.

**Section. 5 Service Fees**

1. **Project Fee**: One Hundred Fifty Eight Thousand Three Hundred Fifty Eight US Dollars ($158,458.00 USD).

Payment Schedule:

**Milestone 1 –** 98,367.00 USD due on June 30, 2016

**Milestone 2 –** 58,8881.00 USD due on July 30, 2016

1. **Payment Terms**

Payments are due NET 30 following the receipt of each invoice by the Client.

**c) Expenses**

All expenses over $1,000 shall be pre-approved by Client.

**Section. 6 Non-Solicitation**

The parties to this Agreement agree that no effort shall be made to solicit, encourage, or attempt to solicit or encourage any employees, independent contractors, or consultants from the other party, during and after termination or expiration of this Agreement, directly or indirectly, and that no compensation of any kind may be offered or provided to any employee, independent contractor, or consultant currently compensated by the other party without prior written consent by the prior compensation provider, for the term of this agreement as described below.

**Section. 7 IP Ownership**

Supplier retains ownership of the Services and Deliverables, and grants the Client a nonexclusive, non-assignable, revocable license to copy, use and distribute any of the Services and Deliverables with Client’s game engines. No changes to the Deliverables shall be made without Client’s prior written consent, which shall not be unreasonably withheld.

**Section. 8 Confidentiality**

None of the parties shall disclose to any person or use for any purpose any confidential information of the other as a result of entering into this Agreement. Confidential Information means all information whether of a technical, business, financial, or other nature (including trade secrets, know-how and information relating to the technology, customers, business plan, copyrights, trademarks, patents, finances and other business affairs) that is or may be disclosed or imparted by one Party to the other. This restriction shall continue to apply for ten years after the expiration or termination of this agreement.

**Section 9. Advertising/Publications**

Client hereby grants Supplier permission to release information with respect to the existence of the above referenced project in advertising, marketing, public relations or similar publications (such as, but not limited to, marketing brochures, press releases, case studies or references). The released information will not include Confidential Information, as defined in Section 8.

**AGREED AND ACCEPTED BY:**

|  |  |  |
| --- | --- | --- |
| [Supplier] |  | [CLIENT] |
| [Supplier REP] |  | [CLIENT REP] |
| [Supplier REP TITLE] |  | [CLIENT REP TITLE] |
|  |  |  |
|  |  |  |

**Exhibit A:** Title Page of the Master Agreement (signed) – no review necessary, use it for checking relevant information listed in the SOW.

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