

First, copy editing type nonsense:

In sections 1.3, 1.4 and 1.6 the phrase "Q-Link Commodore 64" should read "Commodore 64 Q-Link" in order to correspond with the phrasing in the other definitions.

In section 2.1 the phrase "...on the Q-Link under..." should read "...on the Q-Link system under..."

Weird turns of phrase:

In both

1.15. "Object Construction Kit" means the software to allow third-party developers to add new objects to the basic object set or advanced object set which Lucasfilm may develop as an enhancement to the Public MicroCosm system release.

and

1.22. "Universe Construction Kit" means the software to allow third party developers to add new universes to the MicroCosm system which Lucasfilm may develop as an enhancement to the Public MicroCosm system release.

What thing the pronoun "which" refers to is ambiguous. It should refer to "...the software..." but its placement in the sentence makes it appear to refer to something else, even though it doesn't really make sense for it to do so.

In

14.2. If Quantum approves the Detailed Design Specifications, the balance of the contract price of Two Hundred Twenty-Five Thousand Dollars shall be paid to Lucasfilm in the amounts and at the times set forth in Exhibit B, upon satisfactory completion of the corresponding deliverables.

It is not clear that you mean that the balance of the contract price *is* \$225K. Rather, this implies that the contract price itself is \$225K and that you are referring to what is left of that amount (i.e., in our case \$200K if they already paid \$25K).

Terminology:

Section 1.3 defines "Avatar Personalization Kit" and refers to "avatar" in the definition. Should we define avatar or is the attached specification exhibit sufficient to cover that?

In section 4.16 it says "Develop demo of...". Is "demo" a proper word to use in a contract?

In section 5.12 it says "The monthly reports shall continue until Beta-testing for the MicroCosm system is completed." What do we mean by "Beta-testing" and what does it mean for it to be completed?

Misc:

Section 1.8 defines "Commodore 64 Q-Link Subscriber" with reference to

Commodore 64 and Commodore 128 computers. What about future Commodore 64 compatible machines that Commodore might produce (or ones produced by a third party equipment maker for that matter)?

Sections 9.3, 16, 20 and 22 in my copy of the contract simply say "text to be supplied by LFL" or some such. This is fine by me, but I really want to see the text for section 16, Warranty Of Software Functions, before we sign.

The Definitions:

Other than the grammatical problems discussed I have few quibbles. However, the term "Story Elements" ought to be "Fantasy Elements" or something else similar to that, since what we are dealing with is not a story-oriented medium nor a story-like product. Also, the separation of MicroCosm into System Elements and Story (or Fantasy) Elements may solve some legal hassles for you guys, but I have some small problems with it since the dividing line between the two is VERY blurry. We need to discuss this in greater detail.