



WaveMedia

"The crest of multimedia development"

Single Licence

Agreement of Terms and Conditions for Purchase of Module Code

Date: 24/02/15

Agreement Number: A/240215-1

Contract Number: 240215-1/P, 240215-1/S, 240215-2/P, and 240215-2/S

Distribution List (Contract & Agreement): WaveMedia, Sofia, Noel Jackson, Stuart
Porter

Agreement of Terms and Conditions for Purchase of Module Code dated:

Between:

- (1) WaveMedia ("Owner");
- (2) Sofia ("Licensee").

Agreement:

As part of the Module Code Sale/Purchase Contract, the parties agree that:

1. Scope. This Agreement including The Contracts stated, contain all agreements of the parties with respect to goods and services provided by Seller to Buyer and are in lieu of all other agreements (oral or written), guarantees, promises, representations or warranties expressed or implied.

2. Definitions.

- 2.1. "Module Code" means the source code ordered in The Contract.
- 2.2. "Software" means the product in which the source code will be used.
- 2.3. "Error" means any defect, error or bug that has an adverse effect on the operation and functionality of the Module Code.
- 2.4. "Acceptance Period" means the period of ten (10) days following the date of handover of the Module Code to Seller.
- 2.5 "The Contract" means the contracts that was signed in conjunction with this Agreement.
- 2.6 "Acceptance Criteria" means the requested deliverables as stated in The Contract.

3. Payment Terms. Seller shall invoice Buyer:

- a) Twenty-five percent (25%) of the purchase price upon placement of this contract.
- b) Fifty percent (50%) of the purchase price upon handover of Module Code.
- c) The remaining twenty-five percent (25%) of the purchase price upon acceptance of Module Code.

All payments are due three (3) days from the date of invoice. In case of late payment, Buyer shall pay Seller a flat interest on unpaid invoices at the rate of one percent (1%) per month (12% per annum) (but in no event greater than the maximum rate allowed under applicable law) for any amount payable by Buyer not paid when due.

4. Termination. If Buyer terminates the Contract prior to handover, then Buyer shall pay Seller an amount equal to twenty percent (20%) of the total purchase price. Since it is difficult to determine Seller's actual damages upon termination of Contract by Buyer,

Seller and Buyer agree that the above amounts are reasonable estimates of actual damages and constitute liquidated damages and not penalties.

5. Breach of Agreement. In the event of any breach of this Agreement by the Buyer, the Seller reserves the right to terminate The Contract and this Agreement. Licence granted to the Buyer to use the Module Code will be revoked.

6. Terms. The purchase of Module Code from Seller, and sale of Module Code by Seller will be made on the terms and conditions in this Agreement.

7. Pre-Handover Reviews. Buyer may be able to review the on-going development of the Module Code on a weekly basis to ensure that features agreed upon are of what is expected. Buyer shall advise Seller on requirements for compatibility with own existing software codes. It is the responsibility of the Buyer to arrange for such review meetings, and the Seller is to make reasonable effort to accommodate such arrangements.

8. Acceptance Period. During the Acceptance Period, Buyer shall carry out tests to determine whether the Module Code meets the Acceptance Criteria; and Seller hereby grants buyer a temporary licence to use the Module Code for the sole purpose of carrying out such tests and integration. Seller is liable to rectify any Error in the Module Code during the Acceptance Period. The Seller shall compensate the Buyer ("Buyer Warranty"):

- a) 1% of the purchase price for 1-5 Errors
- b) 2% of the purchase price for 6-10 Errors
- c) 5% of the purchase price for > 10 Errors

Buyer shall sign an acceptance test form at the end of the Acceptance Period indicating that the Module Code meets the Acceptance Criteria. For any Errors found after signing the acceptance test form, Seller is not liable to Buyer.

9. Buyer Termination Rights. The Buyer has the rights to terminate the Contract if there are more than fifteen (15) Errors. In this case, the Seller will refund the full purchase price of the Module Code to Buyer. The licence granted to Buyer will be revoked.

10. Seller Warranty. Buyer acknowledges that: (a) Seller does not warrant or represent that the Module Code will be compatible with Buyer existing software codes unless specifically stated and agreed in compatibility requirements by Buyer.

11. Integration. Buyer shall be responsible for integration of Module Code to own existing software codes. Seller shall provide support of five (5) hours during integration to assist Buyer with the integration process. Buyer Warranty does not apply and shall be of no force and effect if Buyer (or Buyer's employees) does the integration with a third party other than Seller.

12. Source Code. Source Code is copyrighted, and Seller retains exclusive right, title and ownership in and to the Source Code and all copies or portions thereof, including all intellectual property rights. Subject to the payment of the entire purchase price due

hereunder, Seller hereby grants Buyer a nonexclusive, non-transferable license to use the Source Code in the Software in which the Source Code will be used in, subject to the provisions of this section. Buyer Warranty does not apply and shall be of no force and effect if Buyer modifies, edits, networks, rents, leases and loans the Source Code in whole or in part. Buyer shall not make Source Code available in any form to any third party that purchases the Software in which the Source Code is used in.

13. Major Modifications. The Buyer agrees to inform the provider of any major edits made to the code that may improve or later its functionality. This includes, but not limited to:

- a) Change of structure
- b) New method implementation.

14. Minor Modifications. The Seller agrees that minor edits to the code made for integration purposes need not be communicated by the Buyer and that these edits are tolerated by the licence being bought under this contract by the Buyer. This include, but is not limited to:

- a) Change in variable name(s).

15. Confidentiality. Buyer shall keep confidential all confidential and proprietary information of Seller, including, but not limited to, the documentation, methods, processes, designs, developmental work, marketing requirements, marketing plans, the terms and pricing under the Contract and this Agreement. In each case, regardless of whether such information is identified as confidential, Buyer shall not to make these information available in any form to any third party or to use it for any purpose other than in the performance of the Contract and this Agreement. This is with the exception of document submissions to the University of York. Buyer shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in breach of this Agreement. Seller shall be entitled to seek immediate injunctive relief under this Agreement, for any violation of this provision.

16. Attribution. Buyer shall attribute Seller for the Module Code in any documentation that is related to the Software.

17. Illegal Activities. The Buyer may not use or allow the use of the Source Code for any illegal activities as defined by the laws if whichever country or state the client is at that time residing.

18. Amendments. To amend this Agreement, the parties must express the amendment in a writing signed by both parties.

19. Law. Unless otherwise agreed in writing between the parties, the Contract and this agreement shall be governed by the laws of the United Kingdom.

Signed for and on behalf of WaveMedia

Name: Jonathan O'Donnell

Position: Project Manager



(Authorised Signatory)

Signed for and on behalf of ~~Sophia~~ Sofia ^{ca}

Name: Alexander Cash

Position: Project Manager



(Authorised Signatory)

Signed for and on behalf of Third Year SWEng – Witness 1

Name: Noel Jackson

Position: Supervisor



(Authorised Signatory)

Signed for and on behalf of Third Year SWEng – Witness 2

Name: Stuart Porter

Position: SJP



(Authorised Signatory)

Invoice

Date: 15/04/2015

Invoice Number: 1

Bill to: S o f i a

S/N	Description	Amount
1	First Payment of Graphics Handler Module Code	750
2	First Payment of Text Handler Module Code	750

Total Due: £1500

Other Comments
<ol style="list-style-type: none"> 1. All payments due three (3) days from the date of invoice. 2. Please include invoice number on your cheque 3. Make all cheques payable to WaveMedia

*If you have any questions regarding this invoice please contact Contracts Manager at swenggroup2@gmail.com.

Distribution List: WaveMedia, S o p h i a, Stuart Porter, Noel Jackson

sofia
CA M

Contract of Purchase of Module Codes

Contract Number: 240215-1/P

This Contract is made effective in conjunction with the Single Licence Agreement of Terms and Conditions for Purchase of Module Code (A/240215-1) as of 24th Feb 2015.

Between: Wave Media
(the "Seller")

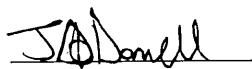
And: ^{Sofia}
~~Sophia~~ 
(the "Buyer")

Deliverables:

1. Module Code: Graphics Handler
2. Requested Features:
 - a) Must be capable of displaying the following shapes: Oval, Rectangle, Line, Regular Polygon with up to 12 sides, Triangle (including triangles of independently defined points and equilateral triangles), Rounded Rectangles, Lines with Arrow Tips, N Pointed Star for values of N up to 12.
 - b) Must support coloured shapes with the colour in RGBA format.
 - c) Must support solid shapes and outlined shapes with variable outline thickness.
 - d) Must support solid shapes outlined in a different colour.
 - e) Must support a solid fill colour, cyclic shading between two colours, linear gradient shading between two colours (both horizontally and vertically).
 - f) Must be capable of drawing shadows beneath the shapes.
 - g) Must be capable of drawing shapes at a defined size.
 - h) Must be capable of drawing shapes rotated by a defined number of degrees about their center.

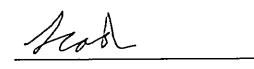
Purchase Price: £3000


Expected Date of Delivery: 15th April 2015



Wave Media

Jonathan O'Donnell



^{Sofia}
~~Sophia~~ 

Alexander Cash



Supervisor

Noel Jackson



SJP

Stuart Porter

Buyer's Copy



WaveMedia

Contract of Purchase of Module Codes

Contract Number: 240215-2/P

This Contract is made effective in conjunction with the Single Licence Agreement of Terms and Conditions for Purchase of Module Code (A/240215-1) as of 24th Feb 2015.

Between: Wave Media
(the "Seller")

And: ~~Sophia~~ ^{Sofia m ca}
(the "Buyer")

Deliverables:

1. Module Code: Text Handler
2. Requested Features:
 - a) Must be able to load and display text stored in a .txt file, or supplied as a string.
 - b) Must support the standard font, 'Arial', and allow other fonts of .ttf type to be installed.
 - c) Must support integer font sizes.
 - d) Must support coloured text, with the colours in RGBA format.
 - e) Must support bold, italic, underlined, strikethrough, superscript and subscript text.
 - f) Must support text highlighting.
 - g) Must allow text to be arranged into text boxes and positioned with x and y coordinates.
 - h) Must allow alignments within these boxes of left, right, center and justified.
 - i) Must support combinations of the above features, with the exception that superscript overrides subscript.

Purchase Price: £3000

Expected Date of Delivery: 15th April 2015

Wave Media

Jonathan O'Donnell

~~Sophia~~ ^{Sofia m ca}

Alexander Cash

Supervisor

Noel Jackson

SJP

Stuart Porter

Buyer's Copy