



Game Solutions LLC

CSC-510: Legal Issues in Computing
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Agenda



Business Pitch

-

Academic Discussion



Who We Are/What We Do



- ❖ A software to support gaming centers - think “Netflix” but for gaming
- ❖ Help small businesses grow and advertise new indie developers



FORTNITE

\$1500
Per PC

\$600
Games

\$21,000

Price to set up a game cafe with ten computers and ten new games

Advantages



- ❖ Instantaneous Updates
- ❖ Streamlined Hardware Upgrades
- ❖ Social Features







“

*All my life, I've been
protecting others... But
now, there's no one left
to protect. Maybe... It's
**time I shaped my own
story***

- Auron, Kingdom Hearts

○ ◇ ○

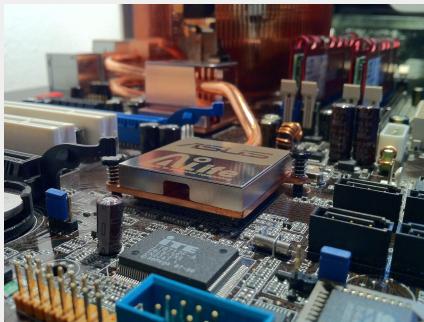
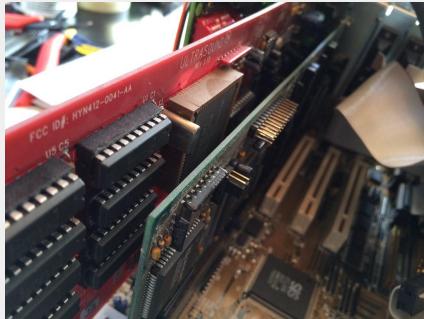


Who Should Buy In? - YOU



- ❖ Expect an ever-expanding library of games
- ❖ Technical support
- ❖ Continuously updating to enhance user experience

What Runs Our Software Best?



Our Developer Partners



ACTIVISION®

BIZZARD

SWOT Analysis



Strengths

Personal Expertise:

Our employees are passionate gamers looking for ways to change the way we enjoy games.

Business Relationships:

We try our best to set long term professional relationships with game studios for continued success of our product.

Weaknesses

Resources:

Long term relationships with indie developers don't last as long.

Opportunities

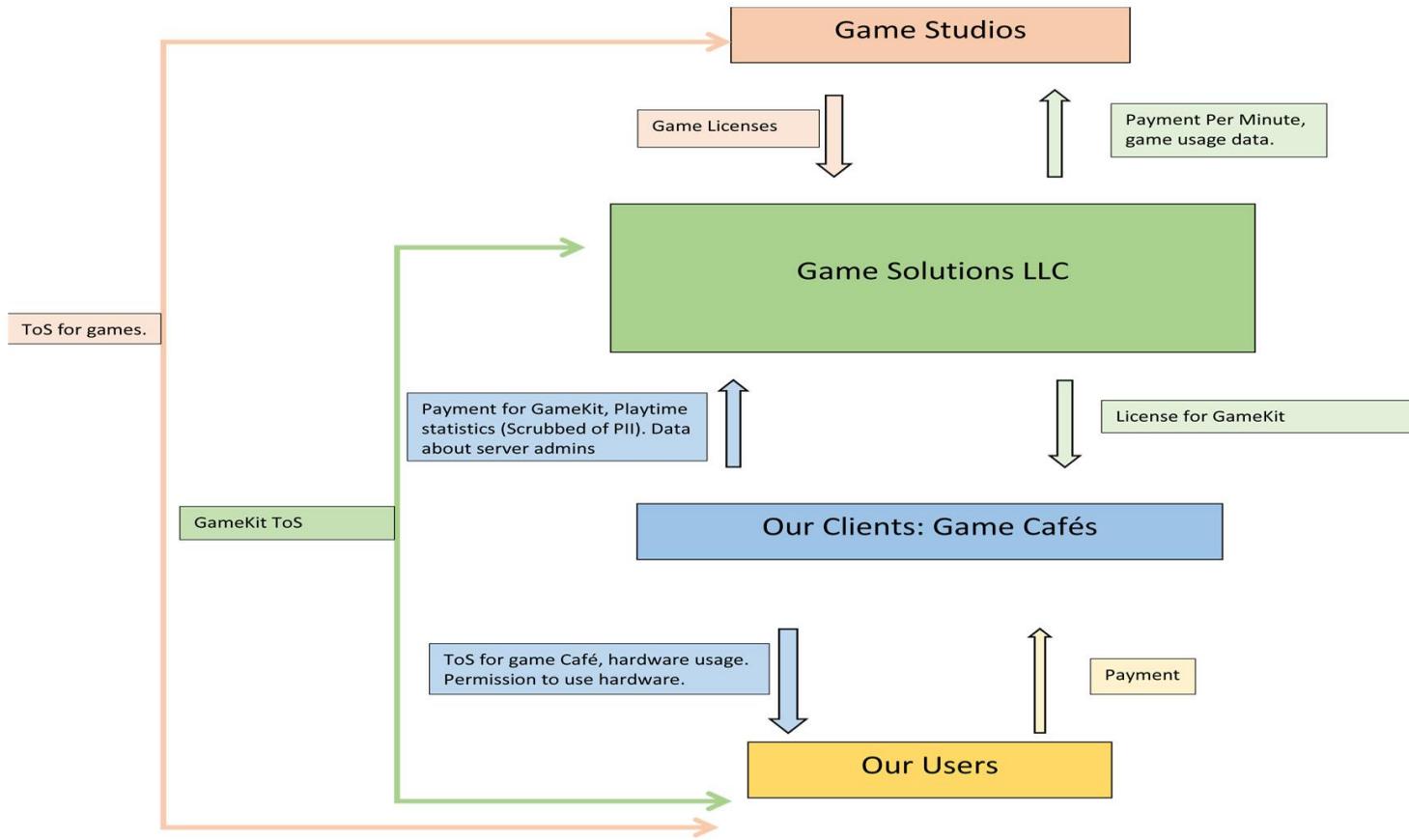
Fast Growth:

The market for gaming centers is growing as a result of online competitive gaming and its success.

Threats

Competition:

Big name companies are looking to capitalize on the new wave of online gaming.



External Documents

External Contracts



- ❖ **Partners:**
 - Studios



- ❖ **Clients:**
 - Internet cafés (cyber café)
 - Game Centers (PC bang or LAN gaming center)



Studio Contract



Services

Services that include: Selling Game/s, Renting Game/s Developing, Editing, Maintaining, Updating and Supporting

Responsibilities of Our Company

Make all payments when due

Rates/Payment

Packaged price or royalty agreed on

Termination

Failing to comply with any of its responsibilities provided. Our Company reserves the right to terminate this agreement at anytime should Studio refusal to comply to any of the sections

Responsibilities of Studio

Quality of product and assurance of support deployment

Acceptance of Media

Our Company shall be free from all liability and claims regarding Media



Entire Agreement

May not be modified, changed in any way except in writing signed by both parties

Studio Contract Cont.



Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Delaware state. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within Delaware state, United States

Confidential Information

Both parties have taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Confidential Information owned by both that are material to the business of both as currently conducted (NDA)



Client Contract



Services

Leasing or Renting our software

Lease Rights and Obligations

License grant, limitations, and obligations, Distribution of the Our Company Software Products, Obligations upon expiration or termination of Leases

Rental Rights

Qualifying applications for Rental Rights – (Game Kit Software)
Rental Rights

Additional obligations of COMPANY

Acquisition of Our Company Software Products, Compliance with license requirements, Term and termination of Agreement

Limitation of Liability

Liability for damages caused by Our Company's, recklessness or willful misconduct and liability for personal injury or death caused for fraudulent misrepresentation

Verifying Compliance

Right to verify compliance, Verification process and limitations, Remedies for noncompliance

Client Contract Cont.



Confidential Information

Both parties have taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Trade Secrets owned by both that are material to the business of both as currently conducted (NDA)

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Delaware state. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Delaware state, United States





Rights

The Grantor, upon entering into this agreement will grant the Grantee rights to the Property for in the United States

Grantors Representations and Warranties

The Grantor hereby represents they are the owner of the property

Grantees Representations and Warranties

The Grantee agrees during the term of this agreement all property included will be held in confidence and with the same regard as the Grantee hold

Net Profits

Net profits shall, for the sake of this royalty agreement, be considered the total profits obtained by the Grantee during the term of this agreement through use of the Grantor's property

Royalty Payouts

The Grantee agrees to track all proceeds and product as well as provide the Grantor with a summary of all the above items on a monthly basis inclusive of any royalty totals due for the month

Indemnity

Except in the instance of a breach of this agreement neither party shall be held liable for any injuries, loss, damages, or costs any third party individuals may incur from this royalty agreement resulting from the other party's actions



Royalty Agreement Form Cont.

Confidential Information

“Confidential Information Protection”

Termination

At any time during this agreement either party may, with written notification, request to terminate this agreement

Assignment

Neither of the Parties involved in this royalty agreement shall be assigned any tasks without prior notification and approval

Survivability

If at any point one or more terms and conditions within this royalty agreement are deemed to be unenforceable or void, the parties agree to substitute a similar term or condition to replace the defective one

Waiver

The failure to enforce or uphold any aspect of this royalty agreement shall not constitute a waiver of any other aspect of the agreement

Governing Law

This royalty agreement shall be under the jurisdiction of Delaware state, USA and any legal proceedings shall take place as such



Royalty Agreement Form Cont.

Notice

Any and all notifications regarding this royalty agreement shall be delivered either in person, via courier, or via certified mail to the addresses listed

Entire Agreement

This royalty agreement as well as any exhibits attached shall for all considerations be the entire agreement for the properties listed

Agreement

Both parties understand and agree to the terms and conditions of this royalty agreement. By signing electronically below, both parties acknowledge receipt and understanding of this agreement

Terms of Service



Data Protection

User Conduct

Intellectual
Property

“
Advocating or perpetrating
illegal activities of any
kind, including any
activities which would
violate local, state,
national, federal or
international laws, rules
and regulations





Internal Documents



*documents used within or inside
of your company to make business
decisions*



The purpose of business insurance is to protect a business owner from the unexpected cost of running a business due to things such as accidents, natural disasters, and lawsuits.



Business Insurance



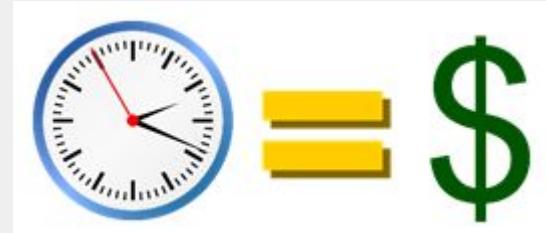
- ❖ federal government requires every business with employees to have workers' compensation, unemployment, and disability insurance, but additional requirements vary by state
- ❖ general liability, product liability, professional liability, commercial property insurance, home-based business, and business owner's policy

Employee Documents/Materials



Employee Contract

- ❖ Compensation, specifically Base Pay, Work Schedule/Hours, etc.
- ❖ Proprietary Information section which discusses Ownership of Work Product, Confidentiality, and the Non-Compete Clause, in addition to the separate NDA



Non-Disclosure/Confidentiality Agreement (NDA)



- ❖ legally enforceable contract that creates a confidential relationship between a person who holds some kind of secret information and a person to whom the secret will be disclosed
- ❖ secret information typically includes, but is not limited to, intellectual property such as trade secrets, copyrighted work, and patentable inventions, that an individual or company does not want revealed to their competitors
- ❖ two main types:
 - unilateral – when one party is not allowed to share confidential information (Partners and Clients)
 - mutual – when both parties are not allowed to share mutual information (Employees)
- ❖ typical parties involved in an NDA are the Releasor – the party giving the Confidential Information (Business Entity or Individual(s)) and the Recipient – the party receiving the Confidential Information (Business Entity or Individual(s))



Employee Documents/Materials Cont.



Employee Handbook

includes the Ethical Code of Conduct
for issues such as company dress
code, sexual harassment, termination
of employment, visitor policy, sick
leave, parental leave, etc.



Patent of GameKit



- ❖ Game Solutions LLC has the right of intellectual property with A patent that gives us the owner the right to exclude others from making, using, selling, and importing an invention for a limited period of time of GameKit. Registered in DC.



Company Registration



GN-3

DLC-1

BBL

Main Legal Issues



- ❖ Data
- ❖ Harassment / User Behavior
- ❖ Financial Liability = Business insurance + LLC registration
- ❖ Trade Secret Protection = NDA
- ❖ Intellectual Property
- ❖ Licensing Agreements
- ❖ Software Support
- ❖ Dispute Resolution
- ❖ Liability

Ethical Issues



- ❖ Our software may encourage habit forming behavior or addiction
- ❖ Content
 - Age restrictions
 - Violent/Aggressive material
 - Sexual themes
- ❖ Online harassment
- ❖ Arbitration
- ❖ Scaling Libraries
- ❖ Bankruptcy

Thanks!

Any questions?