

This contract specifies the legal relationship between Christopher Charles Crawford (hereinafter 'Crawford'), residing at 2349 Sterling Creek Road in Jacksonville, Oregon, and William John Tenenbaum-Maya (hereinafter "Maya") residing at 38 Green Meadow Lane in Cumberland, Rhode Island, with respect to the computer game "Gossip".

Crawford has designed a computer game called "Gossip" and written the program to implement it on the Macintosh computer (hereinafter "the Macintosh version of the program"). Crawford desires Maya to write a functionally equivalent program for the iOS 6.0.x operating system (hereinafter "the iOS 6.0.x version of the program"). This program will then be sold to the public, with Crawford paying royalties to Maya derived from the sales of the program.

1. Crawford will provide Maya with a current version of the Macintosh version of the program upon signature of this contract.

1a. Crawford will provide Maya with all assets (including, but not limited to, icons, graphics, splash screens, and audio) in the formats required by Maya to reproduce the look-and-feel of the Macintosh version of the program upon signature of this contract. All visual assets must be provided by Crawford in the appropriate Retina and non-Retina display screen resolutions.

2. Crawford will provide Maya with alterations to the Macintosh version of the program in a timely manner. However, any alterations to the Macintosh version of the program made 20 days after signature of this contract will not be included in the version 1.0 testing release (see #5) except at Maya's discretion.

3. Maya will write a program functionally equivalent to the Macintosh program that will operate on the iOS 6.0.x operating system targeting the iPhone smartphone and the iPad tablet computer.

4. Maya will attempt to reproduce the look-and-feel of the Macintosh version of the program on the iOS 6.0.x platform. However, both parties realize that the graphical representation of the Macintosh version of the program might need to be altered so as to accommodate the iPhone's 3.5 inch screen.

5. Maya will deliver to Crawford an iOS 6.0.x version of the program suitable for version 1.0 testing 100 days after the receipt of the current version of the Macintosh version of the program.

6. Crawford will carry out independent testing of the submitted final iOS version of the program to verify its fidelity to the Macintosh version of the program; if Crawford finds errors, he will provide specifications of those errors to Maya, who will correct those errors in a timely fashion.

7. Upon completion of testing without any bugs or flaws discovered but prior to App Store submission, Crawford will declare the iOS 6.0.x version of the program to have achieved "Version 1.0". Crawford will provide Maya with written confirmation of this declaration of "Version 1.0" status. Submission to the App Store by Crawford without written confirmation to Maya will be considered a de facto confirmation that the iOS 6.0.x version of the program has achieved "Version 1.0".

8. If Crawford does not declare that the iOS 6.0.x version of the program has achieved "Version 1.0" 30 days after receiving a version of the program suitable for version 1.0 testing, this contract is null and void, except for Clause 9, which will remain in full force, and Crawford is free to find another programmer to write the iOS version of the program. If the program does not achieve "Version 1.0" status, Crawford will provide Maya with the written confirmation of this non-status along with reason(s) why it did not achieve "Version 1.0" status.

8a. Crawford is entirely responsible for submitting the program to the App Store and all work and costs incurred in that process. If the program is rejected by the App Store during the submission process, Crawford will provide Maya with the appropriate information that will allow Maya to correct whatever caused the rejection in a timely fashion, if possible.

9. Maya will exercise all proper care to insure that all of the technical information arising from this project, including the source code, remains confidential. However, Maya is allowed to discuss his work on the iOS version of the program in educational or informational blog posts, presentations, or articles using excerpts of technical information, including source code, providing the Macintosh and iOS source code that makes up the "personality algorithms" (all code after the method "drawArrowHead" in the program listing) remains confidential.

10. The attribution statement at the bottom of the splash screen of the iOS version of the program will read "by Chris Crawford and Bill Maya" in a single font and size, of a size that permits the entire attribution statement to fit onto a single line of text.

11. Crawford will pay Maya 50% of the gross receipts derived from the sale of the iOS version of the program, "gross receipts" being defined as the total amount of money that

Crawford receives for the sale of the iOS version of the program. Payments will be made on a quarterly basis, with 30 days net, and these payments will be reported as taxable income. Crawford will also provide Maya with a detailed financial accounting (date, country, amount, etc.) of individual App Store sales at the time that payment is made.

11a. Crawford will provide Maya with a free copy of the approved App Store application at the time of its release and any subsequent updates.

12. At no time will either party represent himself as an agent or representative of the other.

13. The copyright for the game design and its images, sounds, and behavior will be the property of Chris Crawford. The copyright for the program that Maya writes will be the property of Maya, who hereby grants Crawford an unlimited license to use that program on the iOS platform.

14. If, at any time beginning one year after the Version 1.0 app has been released in the App Store, Crawford prepares a new and substantially different version of the Gossip game, Maya has right of first refusal to write the iOS version of the program for the new version of the game under terms identical to the terms specified here, with modifications only as mutually agreed upon. If Maya does not accept the new contract within 30 days of Crawford delivering it to Maya, Maya forfeits the right of first refusal.

Chris Crawford Jan 31, 2013
Christopher Charles Crawford

W. Mayn 2/8/13
William John Tenenbaum-Maya