

SWEng Module Purchase Agreement

1. Harry Eddis-Webb of The Legba Company, hereinafter referred to as Client, and Lauren Tomasello of Unlock, hereinafter referred to as Contractor, hereby agree on 26 February 2018, to the following terms of sale.

2. Product definition

2.1 Overview

Client asks that the contractor deliver two software modules, defined below, in return for a sum defined below.

2.2 Specification

- Modules should be built using the JavaFX UI API as JavaFX nodes
- Contractor agrees to deliver source files (.java files) for each module and to allow the editing and commercial distribution of all code included in this agreement.

2.3 Specifics of functionality

2.3.1 Video

- Package contains a video player class and associated JUnit test class, able to display a video with associated sub-controls for play, stop, tracking, volume, mute, full-screen
- Style-able using a .css file
- Supports attributes defined in Project-Wide Standards 1.0

2.3.2 Image

- Package contains an image display class and associated JUnit test class
- Style-able using a .css file
- Supports attributes defined in Project-Wide Standards 1.0

3. In exchange for the above product, Client agrees to pay £750 for each module totalling £1500.

Payment will be made in three instalments under the following process:

25% (£375.00) payable upon agreement of terms of sale

50% (£750.00) payable upon 'first delivery' of modules

25% (£375.00) payable upon validation and successful testing of modules

4. Conditions of payment.

The above payments are agreed to be made in full by Client under the following conditions:

- Both parties sign to agree to all terms of sale defined in this document
- Modules are delivered for testing no later than 12:00 Monday 16th April 2018 (late delivery will incur a penalty defined in section 6 of this document)
- Modules conform exactly with Project Wide Specifications
- No bugs are found by tests conducted by Client
- Modules are delivered in such a way that any reasonable and competent person is able to integrate them into an existing system with a reasonable amount of effort
- Modules are coded in a clear, well commented fashion so that any reasonable and competent person can understand how the modules are constructed
- Errors found or tests failed, due to problems within the code of the modules, and not due to host system errors, are repaired within 4 working days of issue being raised.

5. Client responsibilities

Client agrees to honour the payments defined above according to the above conditions. Further to these arrangements, Client agrees to the following terms:

- All payments will be made promptly when due
- Upon receipt of modules, testing will last no longer than one calendar week unless issues are uncovered. If no issues are raised within this period, the module(s) will be considered functional and final payment will be made.

6. Damages

Both Client and Contractor agree to fulfil the terms defined herein and to pay the following damages if the following particulars occur:

- Late 'first delivery' of a module will incur a penalty of £50 per calendar day, including the agreed delivery date (16/04/18), up to but not including the eventual day of delivery, providing it is delivered before midday, not exceeding a total of £350 per module. – For clarity, a module delivered on the 19/04/18 at 11:00 will incur a penalty of £150. A module delivered the same day at 12:30 will incur penalty of £200.
- Repairs of any errors uncovered in module testing that take longer than the agreed period will incur a penalty of £50 per calendar day up to and including the day of delivery, not exceeding a total of £350.
- Failure to deliver a module as described herein will constitute a full refund and a compensation of £350 per module.
- Late payment from Client, providing all payment terms have been met will incur a penalty of £50 per calendar day, including the agreed payment date, up to but not including the eventual day of payment, providing it is paid before midday, not exceeding a total of £350 per module.

7. Force Majeure

Issues that arise beyond the control of either party that cause a delay for either party to uphold the responsibilities outlined in this document, will cause the deadlines herein to be extended by a reasonable amount with, if necessary, the arbitration of a third party (Tony Ward), to help reach a consensus of any new deadlines needed.

8. Signatures

By signing this contract, both parties agree to all terms outlined within this document and intend to make good all responsibilities acquired herein.

Lauren Tomasello (Contractor)		<u>27/2/18</u>
Harry Eddis-Webb (Client)		<u>27/2/18</u>
<u>A. Ward</u> (Witness)		<u>27/2/18</u>

