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GAME DEVELOPMENT AND PUBLISHING AGREEMENT

This Game Development and Publishing Agreement (the “**Agreement**”) is made as of _____ (the “**Effective Date**”) between Learning Opportunity, LLC (“**Publisher**”) a Delaware Limited Liability Company having an establishment at 45 Westinghouse Avenue, Washington State, 80237, and BowWow Games, a Canadian federal corporation with an establishment at 1435 St Alexander St #140, Montreal, Quebec H3A 2G4 (“**Developer**”).

1. DEFINITIONS

“**Game**” means the videogame software owned by Developer with the working title *Escape to the Fourth Dimension*, including the source code, object code, all integrated assets (art, music, etc), characters, plots, scripts, speech files, text files, as well as associated documentation, user manuals, design documents, and concept art.

“**Language**” means American English.

“**Launch Date**” means the first day on which any version of the Game is commercially available anywhere for purchase on any platform, including for greater certainty, the Platform.

“**Localization**” means a version of the Game localized for a language other than the Language.

“**Marketing Expenses**” means all market, advertising, and promotional expenses incurred by Publisher to market, advertise, and promote the Game.

“**Net Revenue**” means the amounts actually received by Publisher from the sale of the Game, less any taxes attributable to the Game (e.g. withholding taxes, goods and services taxes, value added taxes, duties/customs/levies, but not income tax payable by the Developer or Publisher) and the following deductions which are attributable to the Game: (a) any platform’s revenue share amount; (b) credit card and other non-affiliated third party payment transaction fees and chargebacks and fraudulent transactions; (c) credits issued to customers for returns or refunds; (d) Marketing Expenses; and (e) any distribution partner’s revenue share.

“**Platform**” means personal computer (PC) with the Windows operating system.

“**Port**” means a version of the Game developed to work on hardware or operating systems other than the Platform.

“**Related Content**” means all components of the Game when separated from the Game itself, including soundtracks and art assets, as well as virtual items and virtual currency which can be used as part of in-Game transactions, as well as expansions and downloadable content (DLC), but excluding sequels, prequels and Ports.

“**Term**” means 5 calendar years from the Launch Date (the “**Initial Term**”) plus any renewal terms under clause 6.2.

“**Territory**” means worldwide.

2. DELIVERY AND MILESTONES

2.1 Milestones and Deliverables. Developer shall use its best efforts to complete and deliver to Publisher the milestones and Deliverables outlined in Schedule A by the dates identified in Schedule A.

2.2 Publisher Approval of Milestones and Deliverables. Publisher may, in its sole and absolute discretion, review each deliverable to confirm that it complies with the technical, legal, and other requirements applicable to it by virtue of this Agreement or applicable laws and regulations. If Publisher or one of Publisher's distribution partners (including but not limited to an online storefront such as Steam) identifies one or more deficiencies, then Publisher may reject that Deliverable by providing Developer with a notice of rejection.

2.3 Correction of Deficiencies. If Publisher rejects a deliverable, then Developer shall have 15 days to address (at its own expense) the identified deficiencies and resubmit that deliverable for Publisher's approval, following which the process outlined in clause 2.2 shall iterate until the deliverable is approved. This correction process shall also apply to bugs, errors, or deficiencies identified after a deliverable has been approved.

2.4 Target Launch Date. Developer and Publisher agree that the target for the Game's Launch Date shall be June 30, 2020, unless both parties agree otherwise in writing.

2.5 Platform Updates. If a Platform is updated during the Term, then Developer must ensure that the Game continues to be compatible with that Platform and to operate as intended when run on both pre-update and post-update versions of the Platform.

3. DEVELOPER OBLIGATIONS

3.1 Use of Development Payments. The amounts paid to Developer under clause 5.1 of this Agreement shall be used by Developer solely to fund the development of the Game and Related Content and otherwise cover overhead and operational expenses that are reasonably necessary for the development of the Game and Related Content. These amounts may not be applied to the development of other games, nor paid out as dividends or used to reimburse loans.

3.2 Copy of Source Code. Developer must provide Publisher with a full and complete copy of the most-recent source code of the Game within 48 hours of receiving such a request from Publisher, regardless of the existence or not of a real or threatened dispute between the parties.

3.3 Technical Support. During the Term, Developer shall provide reasonable availability of its senior personnel upon request by Publisher in order to provide Publisher or end-users of the Game with industry-standard levels of technical support.

3.4 Developer Tools. Developer shall integrate into the Game any software development kit or tool that Publisher requests for the purpose of user acquisition, cross game promotion or any other requirement that maximises the commercial exploitation potential of the Game.

4. INTELLECTUAL PROPERTY

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4.1 Ownership by Developer. Nothing in this Agreement assigns any intellectual property rights in the Game or Related Content to Publisher. The parties agree that Developer retains sole and exclusive ownership of all intellectual property rights in the Game and Related Content.

4.2 Exclusive Licence to Publisher. Developer hereby grants Publisher an irrevocable, transferrable, sublicenceable (through multiple chains of sublicensees) exclusive licence over the entirety of Developer's rights in the Game and Related Content. This licence is for the Territory and the Term, and covers all media, platforms, distribution channels, derivative works, and types of exploitation of the Game and Related Content, including merchandising and film rights. Provided that Publisher has no obligation to exploit the Game or exercise the exclusive licence or other rights granted herein.

4.3 Sequels, Ports, and Localization. During the Term and for one year afterwards, Publisher shall have a right of first refusal over any Sequel, Port, or Localization of the Game. Developer must first offer Publisher the opportunity to publish any such Sequel, Port, or Localization before offering same to a third party. Should Developer receive an unsolicited third party offer to publish any such Sequel, Port, or Localization, Developer must transmit same to Publisher and allow Publisher 45 days to decide whether to accept such an offer.

5. PAYMENT AND REVENUE SHARE

5.1 Development Payments to Developer. Within 30 days of Publisher's approval of a milestone or deliverable, Publisher shall pay Developer the amount corresponding to that milestone or deliverable as set out in Schedule A.

5.2 Revenue Share Split. Following the Launch Date of the Game, Developer and Publisher shall receive the following shares of Net Revenue:

- (i) Prior to Publisher's recoupment of Development Payments and Marketing Expenses: Publisher shall receive 100% of Net Revenue.
- (ii) From x1 Recoupment to x3 Recoupment: Publisher shall receive 70% and Developer shall receive 30% of Net Revenue.
- (iii) Beyond x3 Recoupment: Publisher shall receive 50% and Developer shall receive 50% of Net Revenue.

5.3 Payment of Revenue Share. Revenue share shall be paid by Publisher to Developer on a quarterly basis, with amounts being paid within 30 days of the end of each quarter. Payment shall be by wire transfer, with the cost of the transfer being deducted from the amount remitted to Developer. If the amount owing to Developer is less than \$500 USD, there shall be no payment for that quarter, and revenue share will be rolled over to the next quarter. If Developer wishes to dispute the amount or accuracy of a given quarterly payment, any legal proceeding arise from such a dispute must be filed within 60 days of receipt of that payment (or the date on which payment should have been received), failing which Publisher's calculation of that payment shall be deemed accepted by Developer).

5.4 Withholding Taxes. If any portion of the Net Revenues is subject to any withholding tax, Publisher shall withhold that amount as provided for by applicable law, and shall use reasonable means to cooperate with Developer to ensure that Developer is able to the withheld amount pursuant to applicable taxation laws.

6. TERM AND TERMINATION

6.1 Initial Term. Subject to early termination under this Agreement or renewal under clause 6.2, this Agreement lasts for the Term.

6.2 Renewal Terms. Unless Developer or Publisher sends a notice of non-renewal at least 60 days but not more than 120 days before the expiry of the then-current Term, this Agreement will renew automatically for successive 1-year periods.

6.3 Termination. Either party may terminate this Agreement immediately upon notice to the other party if:

- (i) the other party has materially breached this Agreement, and has not remedied that breach within 30 days of being provided with written notice of the breach;
- (ii) the other party is insolvent, has admitted insolvency in writing, has sought a bankruptcy petition or order, has been the subject of a bankruptcy petition or order that has not been dismissed within 30 days of its filing, has sought creditor protection, or has otherwise become subject to laws relating to bankruptcy, insolvency, winding up, reorganization, or creditor protection, or has had a receiver appointed over all or substantially all of its assets; and
- (iii) Publisher may terminate for convenience on 30 days written notice.

6.4 Effects of Termination. The termination of this Agreement is without prejudice to the accrued rights of the parties prior to the date of termination (including royalty payments and accrued causes of action). Publisher may sell off existing stocks of the Game and Related Content (digital or physical) for 180 days after the date of termination. Any clause of this agreement which is intended expressly or by implication to come into or remain in force on or after termination shall continue in full force and effect, including without limitation, clauses 7, 8, 9, and 10.

7. REPRESENTATIONS AND WARRANTIES

7.1 Publisher's Representation and Warranties. Publisher represents and warrants to Developer the following material facts, upon which Developer relies in entering into this Agreement:

- (i) Publisher is duly organized and validly existing legal entity in the applicable jurisdiction stated in the preamble to this Agreement;
- (ii) the execution and delivery of this Agreement Publisher has been duly and validly authorized by all necessary corporate approvals and formalities;

(iii) Publisher's execution and performance of this Agreement is not a breach of any other contract, agreement, undertaking, or legal obligation to which Publisher is a party; and

(iv) this Agreement constitutes a valid, binding, and enforceable obligation upon Publisher.

7.2 Developer's Representations and Warranties. Developer represents and warrants to the following material facts, upon which Publisher relies in entering into this Agreement:

(i) Developer is duly organized and validly existing legal entity in the applicable jurisdiction stated in the preamble to this Agreement;

(ii) the execution and delivery of this Agreement Developer has been duly and validly authorized by all necessary corporate approvals and formalities;

(iii) Developer execution and performance of this Agreement is not a breach of any other contract, agreement, undertaking, or legal obligation to which Developer is a party;

(iv) this Agreement constitutes a valid, binding, and enforceable obligation upon Developer.

(v) Developer owns or has licensed all necessary rights in the Game and all Related Content, and Developer's and Publisher's exploitation of the Game and Related Content under this Agreement will not infringe upon the rights of any third party.

(vi) The Game and Related Content does not include: (i) any harmful or malicious content, including any viruses, worms, time bombs, time locks, "drop dead" devices, traps, access codes, or trap door devices, nor (ii) any hidden content or "easter eggs" not disclosed to Investor.

(vii) The Game does not include any code or other assets subject to so-called "viral" open source licences which could require Developer or Publisher to make copies of the Game or its source code available to the public free of charge or otherwise on terms not previously agreed to by Publisher.

(viii) The Game and its functionalities comply with all applicable laws, including privacy and anti-spam laws, in the Territory.

(ix) Developer owns copyright in all music included in the Game, and none of the music included in the Game is part of the repertoire of a collective society or is otherwise subject to the payment of copyright royalties.

8. INDEMNIFICATION

Developer and Publisher, as the case may be, (the "**Indemnifying Party**") agree to defend, indemnify, and hold harmless on demand the other party (including, in the case of Publisher, its Affiliates), and their respective directors, shareholders, officers, employees and agents (the "**Indemnified Party**"), from and against any and all third party claims (threatened or actual), demands, penalties, fines, actions, causes of action and liabilities, of any kind whatsoever (a

“**Claim**”), for damages, losses, costs and/or expenses (including reasonable external out-of-pocket legal fees and expenses) to the extent resulting from a breach by of a representation or warranty made by the Indemnifying Party in this Agreement

9. LIMITATION OF LIABILITY

APART FROM LIABILITY ARISING FROM BREACH OF A REPRESENTATION AND WARRANTY, OR LIABILITY UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT (WHICH ARE UNLIMITED), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHERWISE, UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACTUAL, TORTIOUS (INCLUDING NEGLIGENCE), EQUITABLE, STATUTORY, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS

10.1 Governing Law. This contract shall be governed by the laws of the state of Delaware (excluding choice of law rules), and shall be interpreted, construed, and enforced accordingly.

10.2 Jurisdiction. Any controversy, claim, or dispute between the parties shall be submitted to the exclusive jurisdiction of the federal and state courts of Delaware.

10.2.1 Time is of the Essence. The Developer and Publisher expressly agree that time is of the essence in the performance of Developer’s obligations under this Agreement.

10.3 Assignment. This Agreement and the rights granted hereunder may not be assigned without the prior written consent of the other Party, provided that either Party may assign any of its rights to an Affiliate without the prior consent of the other party.

10.4 Force Majeure. Neither to this Agreement shall be liable to the other for any failure or delay in performance of its obligations, if that failure or performance is attributable to circumstances beyond its reasonable foreseeability and control (a “**Force Majeure Event**”), provided that if the delay caused by the Force Majeure Event extends for more than 30 days, or if the Force Majeure Event renders further performance of this Agreement impossible, the other party may terminate this agreement for convenience.

10.5 Entire Agreement. This Agreement (and its schedules) constitutes the entire agreement of the Parties concerning the Game and supersedes any prior or collateral agreement relating thereto between the Parties. Any prior or collateral warranties, representations, conditions, agreements, or inducements are hereby disclaimed and superseded by this Agreement.

10.6 Amendment. This Agreement may be amended only by a written document, signed by the duly authorised officers of both parties.

10.7 Notices. All notices required or permitted to be sent under this Agreement shall be in writing and shall be sent to the address set forth at the beginning of this Agreement via bailiff,

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hand delivery, or reputable courier service, All notices shall be presumed to have been received when hand delivered, or 5 days of their handing over to a courier service.

10.8 Third Party Beneficiaries. Publisher's Affiliates are third party beneficiaries to this agreement. Apart from Publisher's Affiliates, there are no other third-party beneficiaries.

10.9 Waiver. Rights arising under this Agreement may be waived only in a written document signed by both parties, and any delay in enforcement or partial enforcement of a right arising under this Agreement shall not be interpreted as a waiver of the right to enforce full and prompt performance of the same right at a later time.

10.10 Severability. In the event any provision herein is held to be invalid, unlawful or unenforceable, such provision shall be severable from the remaining provisions, which shall remain in full force and effect.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy, but all of which together shall constitute one and the same instrument. Fax and electronic (i.e. PDF) signatures shall be effective as originals.

PUBLISHER

DEVELOPER

Name:
Title: VP Finance

Name:
Title: President & CEO

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