

Openxcell

A CMMI LEVEL 3 COMPANY

“Development in technology is hard, OpenXcell makes it easy”

Design and Development of Game for Jara Global Limited

For

Jara Global Limited

14 Riverside, Riverside Drive, Nairobi-Kenya

Registered in Kenya under company number PVT/2016/030995

Date: 16/11/2016

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1. Document History

Version	Author	Date	Description
2.0	Tanveer Shaikh	16 th November 2016	Development contract

2. This Document

This document provides details of development contract/agreement with OpenXcell Technolabs Pvt. Ltd. and the Client named herewith. It should always be accompanied by a Statement of Work Document under Schedule A, and is not considered complete or enforceable without that accompanying document.

3. The Agreement

The agreement outlined in this document is made between: **Jara Global Limited** (the “Client”) and **OpenXcell Technolabs Pvt. Ltd (the “Supplier”)** (Company No: U72200GJ2009PTC057711)with its registered address and principal place of business at 201-203, Balleshwar Avenue, S.G Highway, Ahmedabad, Gujarat, India - 380054.

This agreement is made on the following date [11] of [November] 2016. And states that the Client wishes to purchase services of a kind supplied by the Supplier and as more specifically described in the Scope and Statement of Work contained in this agreement.

Each a “Party” and together the “Parties.”

The Agreement incorporates The Form of Agreement; The Conditions of Contract set out in The Agreement; the Scope, price and plan attached as Schedule A and any other documents referred to in the agreement and shall hereafter be referred to as the “Agreement”.

Signed for and on behalf of **Jara Global Limited:**

Signature	
Name	Joshua Kiprop Kisorio (Director)
Date	

Signature	
Name	Abdinajib Adan Muhumed (Director)
Date	

Signed for and on behalf of **OpenXcell Technolabs Pvt. Ltd :**

Signature	
Name	Jayneel Patel (CEO)
Date	

4. Definitions of Agreement:

1. Services. Supplier agrees to perform for the Company those services described in proposal document incorporated herein by reference and such other services as may be requested by the Company from time to time (the "Services"). The parties may delete, add or substitute Services, extend the term of this Agreement or alter the terms of compensation by amending. Provided that such amendment shall be signed by an authorized representative of both parties and shall indicate whether it is to replace or alter the then existing scope. During the term of this Agreement, Supplier shall make itself reasonably available to the Company on an as needed basis as specified in scope, but shall not be required to keep any particular hours nor be required to work a particular quantity of hours.

2. Supervision. Supplier is authorized to perform the Services under this Agreement only upon the request or at the direction of Chief Executive Officer or President of the Company, unless specified otherwise in scope.

3. Fees. The Client agrees to pay Supplier the fees set forth in scope upon the successful completion of the Services to the satisfaction of the Company.

4. Confidentiality.

(a) "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by the Company or otherwise received, developed or derived during the performance of the Services, either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

(b) Supplier shall hold all Confidential Information in the strictest confidence and shall not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance on behalf of the Company of the Services or disclose the Company's Confidential Information to employees of Supplier except on a need to know basis or to third parties, and it is understood that such Confidential Information shall remain the sole property of the Company. Supplier further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, having each employee of Supplier, if any, with access to any Confidential Information, execute a nondisclosure agreement containing provisions in the Company's favor substantially similar to Sections 4, 5 and 8 of this Agreement. Confidential Information does not include information which (i)

is known to Supplier at the time of disclosure to Supplier by the Company as evidenced by written records of Supplier, (ii) has become publicly known and made generally available through no wrongful act of Supplier, or (iii) has been rightfully received by Supplier from a third party who is authorized to make such disclosure. Without the Company's prior written approval, Supplier shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Supplier has this arrangement with the Company.

(c) Supplier agrees that Supplier will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Supplier has an agreement or duty to keep in confidence information acquired by Supplier in confidence, if any, and that Supplier shall not bring onto the premises of the Company any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Supplier shall indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney's fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Supplier or any third party under this Agreement.

(d) Supplier recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the C's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Supplier agrees that Supplier owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

(e) Upon the termination of this Agreement, or upon the Company's earlier request, Supplier shall deliver to the Company all of the Company's property and Confidential Information that Supplier may have in Supplier's possession or control and eradicate all copies of this information in the possession of the Supplier.

5. Ownership.

(a) Supplier agrees that all works of authorship, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets, as well as all derivatives and modifications thereof and thereto are works-made-for-hire (collectively, "Inventions"), and to the extent conceived, made or discovered by Supplier, solely or in collaboration with others, which relate in any manner to the business of the Company that Supplier may be directed to undertake, investigate or experiment with, in performing the Services hereunder, as well as all intellectual property rights therein and thereto, are the

sole property of the Company. Supplier further agrees to assign (or cause to be assigned) and does hereby assign fully to the Company all such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto to the extent not automatically assigned as works-for-hire.

(b) Supplier agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Supplier further agrees that Supplier's obligation to execute or cause to be executed, when it is in Supplier's power to do so, any such application, specification, oath assignment, or other instrument shall continue after the termination of this Agreement.

(c) (i) Supplier agrees that if in the course of performing the Services, Supplier incorporates into any Invention developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Supplier or in which Supplier has an interest that is not assigned to the Company under 5(a) above, the Company is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license to make, have made, modify, prepare derivatives, reproduce, perform, distribute, display publicly, use, import, offer for sale, and sell such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Invention.

(d) Supplier agrees that if the Company is unable because of Supplier's unavailability, dissolution, incapacity, or for any other reason, to secure a signature by or on behalf of Supplier to apply for or to pursue any application for any foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company above, then Supplier hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Supplier's agent and attorney in fact, with this power of attorney coupled with and interest, to act for and on Supplier's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Supplier.

(e) Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that Supplier (or its employees) has or

may have in any invention, materials or other deliverables assigned to the Company hereunder.

6. Originality and Noninfringement. Supplier represents and warrants that all materials and Services provided hereunder will be original with Supplier and that the use thereof by the Company or its customers, representatives, distributors or dealers will not infringe any patent, copyright, trade secret or other intellectual property right of any third party. Supplier agrees to indemnify and hold the Company harmless against any liability, loss, cost, damage, claims, demands or expenses (including reasonable attorney's fees) of the Company or its customers, representatives, distributors or dealers arising out of any infringement or claim of infringement with respect to any materials or Services provided by Supplier.

7. Records and Reports. Supplier shall maintain reasonably detailed records related to Supplier's work in progress and the expenditure of time per person and materials and other costs in performing Services hereunder. Supplier agrees that the Company or any of its duly authorized representatives shall have, during or after the termination of this Agreement, access to and the right to examine any pertinent books, documents, papers and records of Supplier involving transactions related to or in connection with this Agreement. In addition, Supplier agrees that it will from time to time during the term of this Agreement or any extension thereof keep the Company advised as to Supplier's progress in performing the Services hereunder and that Supplier will, as requested by the Company, prepare written reports with respect thereto in a form reasonably requested by the Company.

8. Conflicting Obligations.

(a) Company certifies that Supplier has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would adversely affect Supplier's performance hereunder, and Company agrees that Supplier shall not enter into any such conflicting obligation or agreement during the term of this Agreement. Supplier represents and warrants that it has an agreement with each of its employees sufficient to comply with the terms of this Agreement and Supplier's obligations herein.

(b) In view of Supplier's access to the Company's employees, customers, trade secrets and proprietary information, Supplier further agrees that Supplier shall not, without the Company's prior written consent, during the term of this Agreement and after the termination of this Agreement: (i) design identical or similar designs or software as those developed under this Agreement for any third party; (ii) solicit or otherwise entice or encourage any Company employee to leave their employment with the Company in favor of employment by or through Supplier; or (iii) solicit or otherwise take away from the Company any of the Company's business, customers, or suppliers.

9. Term and Termination

(a) As long as this Agreement is effective, it may be terminated by the Company or Supplier at any time on thirty (30) days' prior written notice, and all source codes available are delivered to the Company upon termination and payment till work completed.

(b) Upon such termination all rights and duties of the parties toward each other shall cease except:

(i) That the Company shall be obliged to pay, within thirty (30) days of the effective date of termination. After payment all source codes available will be delivered to the Company, all amounts owing to Supplier for unpaid fees and expenses, if any, in accordance with the provisions of Sections 1 and 3 (Services and Compensation) hereof; and

(ii) Sections 4, 5, 6, 7, 8, 10, 11, 12, 13 and 14 shall survive termination of this Agreement.

10. Independent Supplier. Nothing in this Agreement shall in any way be construed to render Supplier an agent, employee or representative of the Company, but Supplier shall perform the Services hereunder as an independent Supplier. Because Supplier is not an employee of the Company, it is understood that Supplier is not entitled to any employee benefits during the term of this Agreement. Supplier agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this contract, and shall incur all expenses associated with performance, except as expressly provided in scope. Supplier acknowledges and agrees that Supplier is obligated to report as income all fee received by Supplier pursuant to this Agreement, and Supplier agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company (i) to pay in withholding taxes or similar items or (ii) resulting from Supplier's being determined not to be an independent Supplier. In the performance of all Services hereunder, Supplier shall comply with all applicable laws and regulations.

11. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other party at the address shown at the beginning of this Agreement or such other address of which such party may notify the other and shall be deemed given upon delivery or, where delivery cannot be accomplished due to the fault of the addressee, upon attempted delivery, or four (4) days after mailing by certified or registered, return receipt, mail, or two (2) days after sending by nationally recognized overnight courier service, or upon confirmation of successful transmission by fax.

12. Indemnification. Supplier agrees to indemnify and hold harmless the Company, its officers, agents and employees from and against all liability, loss, cost, damages, claims or expenses (including reasonable attorney's fees) on account of any injury to Supplier or to any agent, employee or associate of Supplier or to Supplier's property arising out of or

resulting in any manner from or occurring in connection with Supplier's performance of the Services hereunder, except to the extent caused by the willful negligence or other tortious acts of the Company or its agents or employees.

13. Entire Agreement. This Agreement sets forth the entire, final, complete and exclusive agreement and understanding between Supplier and the Company, and supersedes any other negotiations, agreements, understandings, oral agreements, representations or past or future practices, whether written or oral, by the Company.

14. Right to Advice of Counsel. Supplier has the right, and the Company encourages Supplier, to consult with Supplier's attorney so that Supplier is fully aware of all rights and obligations under this Agreement.

15. Modification/Waiver. This Agreement may not be amended, modified, waived, or changed in any respect except as agreed in writing and signed by Supplier and the Company. A waiver by either party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of any other term or condition of this Agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term or condition for the future, or of any subsequent breach thereof.

16. Severability and Interpretation. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be considered separate and apart from the remainder of this Agreement, and the other provisions shall remain fully valid and enforceable. In the event that any provision is held to be overly broad as written, such provision shall be deemed amended to narrow its application to the extent necessary to render the provision enforceable according to applicable law and shall be enforced as amended.

17. Governing Law. The validity, interpretation, effect, and enforcement of this Agreement shall be governed by the laws of Kenya without regard to conflict of laws principles. The parties expressly submit to the exclusive jurisdictions of the courts in Kenya.

18. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their successors, executors or administrators; provided that as the Company has specifically contracted for Supplier's services, Supplier may not assign or delegate its obligations under this Agreement either in whole or in part, without prior written consent of the Company. Company shall be entitled to assign this Agreement to a successor to all or substantially all of its assets, whether by sale, merger or otherwise. Any permitted assignee or transferee shall agree in writing to comply with all the terms and restrictions contained in this Agreement. Any attempted assignment or delegation in violation of the provisions of this Section will be void.

5. (Schedule A) Statement of Work

Overview: The game we will be developing will be a multi player board game which can be played between two players online. The main idea & logic behind the game is that there will be a board which will have 25 squares in it; each player based on their turn will place their soldiers one after another on the board (player will place two soldiers at one turn). The idea is to bring into captivity all the opponents' soldiers (12) or making it impossible for him to move his soldiers.

After the board is set and all soldiers are placed by the players on the board there will be one spot (25th) remaining on board. The player moves his soldier to an adjacent strategic vacant position with the intention of bringing into captivity the opponent's soldier(s) or with an intention of saving a soldier from being captured by the opponent in his next move or with the intention of blocking the opponent's next move or with the intention of avoiding being blocked by the opponent in his next move.

After the move in order to capture the soldier of another team the player will have to confirm the score by touching the captive soldier. There can be a case where more than one and maximum three soldiers are captive on one move, all the captive soldiers' needs to be confirmed by the player. When a player moves and takes position it prompts the opponent to play by indicating that it is his turn take position.

There will be a website developed by us which will have static pages showcasing what the game is, coins purchase (store) information stating in how much money what amount of coins can be purchased and game link, which can be managed by admin from CMS. Also there would be user sign up with phone number where users can create their account. They can pay online to purchase coins and can view how many points they have in their account. We will integrate mPesa payment gateway for which API will be provided by client, using which users can purchase coins.

5.1 Game Rules

Below are the rules of the above mentioned board game:

Rule No 1. Players will be buy points starting with 1000 points by mpesa or credit card via website.

Rule No 2. ksh 10 or \$0.01 is equivalent to 1000 points.

Rule No 3. 1000 points is the minimum entry for a new game.

Rule No 4. A player will lose 10 point from every failure to choose position and confirm by in their turn in 60 secs.

Rule No 5. A player will lose 20 points by capture of his every soldier.

Rule No 6. If a player in his move fails to touch and capture, 1, 2, 3, 4 endangered opponent soldiers at a move, once he confirms position he lost it.

Rule No 7. A player will lose 10 point to his opponent for every failure to capture an endangered soldier in his move.

Rule No 8. A player will also lose 500 points to their opponent for a game lost.

Rule No 9. A player can pause to continue a game for 1-15 minutes and if he doesn't be back in 20 minutes he should lose the game and 500 points to his opponent.

Rule No 10. A player can stop to end a game and lose the game and 500 points to his opponent.

Rule No 11. Players redeem accrued points for a special army rank which is fixed a certain rank.

Rule No 12. A Rank holder can play unlimited games with the same ranks and downward with junior ranks.

Rule No 13. A junior rank cannot play upwards.

Rule No 14. The player who attains the rank of commander-in-chief in 6 month with continuous 100 wins in history from the go will be rewarded unconditional price of up to \$100,000

Rule No 15. Gambling or betting is strictly prohibited.

Rule No 16. Only user who is waiting for other player's turn can pause the game.

Rule No 17. If user doesn't make any move in "X" minutes he will lose. (Exact time can be decided later also).

Rule No 18. If user pauses for more than "X" minutes he will lose. (Exact time can be decided later also).

Rule No 19. If both users are registered than only game will be initiated, otherwise invitation will be sent to opponent user.

Rule No 20. Opponent can reject invitation.

Rule No 21. User will be able to play only one game at a time

Rule No 22. Register via only mobile number

Rule No 23. User can surrender anytime and he will be considering as loser

5.2 CMS – Admin Panel

CMS/Admin panel: From CMS (Content management system) admin will be able to manage the users who are using the application.

- a) **User Management:** From there all the information related to users who have signed up from application can be managed. Also game parameters where the game data for each user will be stored for each user so that if they switch the phone and login to another device their game data will be available.
- b) **Payment management:** Coins and their pricing structure will be managed by admin from here.
- c) **Static data management:** Static data for website in text and image for different pages will be managed by admin from here.

5.3 General Specifications and Points:

- For project scope – we have considered scope of work mentioned above and game rules listed. Estimates will change if there are changes/additions required in final scope during development.
- We will develop the complete **iPhone + Android app game on Unity game platform** and **Website + CMS + Webservices** will be developed on Core/Cake PHP platform depending on best suitable technology stack.
- UI design of Website and Game is also considered as a part of this proposal.
- Front-end website will be responsive.
- Entire project will be developed from scratch (design + development). No ready scripts will be used for coding to ensure full ownership of code after completion.
- Website and Game will be developed in **English Language only**.
- Game will be made compatible to **Landscape** mode only. We believe landscape mode would be the best fit for this game. If you want on portrait, it can be done accordingly. Any one mode will be compatible.
- A dynamic UI design will be prepared that adjusts dynamically for all platforms and device sizes.
- OpenXcell will submit entire source of the developed application and Website (iPhone and Android both) and all the assets pertaining to project after the payment of 100% work done (Final milestone).
- The Game will be developed using Unity Game Engine 5 for iOS and Android platforms. Website and CMS will be developed using Core/Cake PHP framework; Database using MySQL and webservices in JSON format.
- Supported iOS devices /resolutions and OS:
iOS version 8 onwards till latest release (iOS 10).
iPhone 5,5S,5C (640*1136), iPhone 6 and 7 (750*1334), iPhone 6+ and 7+ (1242*2208), iPad Air, iPad Retina (1536*2048)

- Supported Android OS version and resolutions:
Android 5.0 and till latest release (Android 7).

720*1280, 1080*1920 (16:9 and 16:10 aspect ratio).

- Music and sound effects are not composed in-house. We will suggest external free music stock libraries for audio assets. Client is requested to view/select his choice of music assets from stock libraries which we'll integrate in the game. Paid music/sound effects will be acquired at client's expense.
- The cost provided in this estimation does not include cost of hosting the game back-end on server.

6. Important Notes

- Company Details:

Openxcell Registration No (CIN) - U72200GJ2009PTC057711

PAN NO - AABCO1872A

- We will prepare the project task list and upload it to PMS (Project Management System) within 2-4 business days for your approval after the project is awarded to us. The task list will contain more detailed breakup of functionality and features covered in each milestones.
- You will **receive intermediate builds for testing in your own device** at the completion of each defined milestones covering the features listed in task-list (You might also receive intermediate builds within specific milestones depending upon milestone duration).
- You will be able to monitor the progress of your work, interact and discuss deliverables in detail (Via Skype or Go to meeting) with our concerned Project Managers on regular basis. Credentials to our Project Management System will be provided once you make the upfront payment.
- OpenXcell will assist you in the process of approval and publishing on (iTunes) and Android Store.

- Client will have sole ownership of the developed product and source code submitted. Source code for Applications will be submitted and Website will be made live after complete payment of final milestones for each team.
- OpenXcell will not in any way distribute or sell the source code.
- Openxcell will maintain confidentiality as per NDA document signed.
- This is a lump sum fixed cost turnkey proposal as per defined scope. Changes to the scope of work or additional features can be integrated into existing scope via change/addition request; our development team will discuss and provide you the time and cost for change/additional features. Cost for additions/changes will be **\$15** per hour.
- Before starting with designs - we will send you design questionnaire to get your preference for designs. Based on this we will provide 3 – 4 iteration during mock up and UI design phase as per specified theme/idea/colour preferences.
- This quote includes Unit testing to be done by our development teams. QA services (i.e manual-functional/regression/stress testing) are optional. Usually QA services are recommended at 80-90% development completion or it can be handled at your end as well.
- We have considered (3 to 4 weeks) optimal time for design discussions and approval on final app designs. If the expected/allocated design time increases then the overall project delivery time will also shift as per the design completion time.

6.1 Milestone Approval Process

- You will receive intermediate build as per milestones defined (for example: you will receive 1st build with UI integration for your comments/approval). All the builds are installable IPA/APK file which can be installed in your device to test and approve.
- Based on your approval on the intermediate build: Our teams will generate respective invoices for payment deposit.

6.2 Beta Testing of Intermediate Builds

- Once the project is on-board our team will ask for your device UDID's so we can provide you intermediate builds for testing. (for mobile app only). For Website – you will receive link to website which will be hosted on our development server during development phase.
- Builds will be sent after completion of each milestone; teams will provide you intermediate builds weekly or at scheduled timings depending upon project progress at regular basis.
- You will receive 1st intermediate build after completion of UI integration milestone (approx 4-7 weeks into the project). You can test the build in your device and check the functionality covered. Your feedback and inputs relating to UI integration/Features and functionality will be covered in the next builds.
- We follow **agile methodology** for development process hence you will be able to extensively test your application during the development phase itself and report issues/bugs. All the reported bug/issues will be resolved in the next builds.

6.3 Project Delivery

- Development timeline – **16 weeks** for iOS & Android Game; **4 weeks** for Website; **8 weeks** for CMS and Webservices.
- Total project cost calculating at base rate of \$15 per hour will be **\$16,800 USD** (**\$9600** for iOS + Android game; **\$2400** for Website; **\$4800** for CMS and webservices).
- One time discounted cost will be **\$15,700 USD** (**\$9000** for iOS + Android game; **\$2200** for Website; **\$4500** for CMS and webservices).
- Projected delivery time to submit complete Website & iOS + Android game for submission to App stores will be: around **18 weeks** from project start date (completion time will depend on time for project discussions, basic unit testing time, your approval time, payments and improvement of builds based on your feedback/comments).

6.4 Maintenance & Support

- We will offer 3 months of free technical support. Usually the Support period starts after the project is made live on the App stores. If the project is completely delivered/approved but not uploaded to App stores by client; in this case the support period will start immediately after 100% work completion and delivery.
- We will correct any bugs or problems that may come up during this period in our delivered product. Addition of the new features and changes in the functionality are done at an additional cost at \$15 per hour.
- For OS version upgrades we will check the impact on existing code and provide timeline to customize/update existing OS version to new versions released.

Definitions:

- Minor bug fixes that are defined as no new functionality and surgical changes to already existing functionality.
- Major bug fixes that are defined as broader required fixes to enable expected functionality or new user scenarios.
- New features or changes in flow after development are defined as new functionality or change request.
- Changes in the architecture API's of 3rd party API's used or integrated in the app (i.e FB or Twitter sharing) will not be covered in maintenance (since the change is from 3rd party and cannot be predicted).
- Minor and major bug fixing is included in the contract flat fee for 5 months after delivery and acceptance of the product. No additional product features are included in support agreement.
- Additions/Changes of features can be worked on fixed cost or time/material basis. Timeline will be gauged to provide fixed cost estimate or can be implemented according to a "time and material" model for senior development resources at sole discretion of the client.
- Post expiration of support agreement, minor and major bug fixing support fees will be charged at the rate of \$15 an hour.

- Any major/minor changes in the UI after completion of UI integration phase or during development phase will be billed additional depending on number of hours required to complete the requested changes (as changing UI during development affects the entire logic implemented as per approved designs).

Deployment to selected server (one time effort) after development completion is already considered in above costing. We also provide server management service once the application is made live at added costing.

We will work on support tasks at our regular working hours / business days (10.30 am - 7.30 pm). You can initially buy 40 hours and cost for the same will be \$600. We will share the report of hours spend on regular intervals. Support hours will last till all hours are consumed. You can refill the support hours for continued support.

- Setup alarms for CPU usage.
- Scale the server when percentage of usage increases - Limit of usage after which server needs to be scale will be required from client.
- Take regular backups - Time interval of backup client will have to provide.
- Debug and fix the server in case of any issues.
- We can make few suggestions for setup of load balancing or auto scaling, based on the pricing of Amazon you can choose from and then we can make the setup of the same on Amazon.

6.5 Communication

- We have our own project management system where you will be able to monitor daily progress. Our development team will be in contact with you once the project has been started. They will give you daily, alternate day or weekly update there. We will create your log in and send you credentials.
- The managers and team leaders will be mostly available on Skype. So you can always stay connected and talk to manager whenever you need information.
- If you face any problem related to project execution, communication etc. You can always connect to manager for clarification or you can follow the escalation matrix.
- You can check our Project Management System here: <http://www.workhiveapp.com/>
- You will be able to join the system after payment so you can start communicating with project team from <http://openxcell.workhive.co>
- Android app: <https://play.google.com/store/apps/details?id=com.workhive&hl=en>
- iOS app - <https://itunes.apple.com/us/app/workhive/id960677353?ls=1&mt=8>

7. Project Milestones for all teams

iOS & Android Game Development

- Title: iOS-Android_Game_Development
- Estimated budget: \$9000 USD
- Estimated duration: 16 Weeks
- Technology: Unity Game Engine 5

Project Milestones

Phase No.	Requirement / Solution	Time Frame (1 Week = 40 hours)	Budget
1	Upfront Payment		\$1800
2	Game UI design completion	3.5 Weeks	\$1800
3	UI integration + 20% functionality completion	4 Weeks	\$1800
4	60% functionality completion	4.5 Weeks	\$1800
5	100% functionality completion	4 Weeks	\$1800
	Total :	16 Weeks	\$9000
	Technical Department Working <ul style="list-style-type: none">• Working hours : 10:00 AM to 7:30 PM IST or GMT + 5.30 hours• Working days : Monday to Friday		

Proposal for Website development

- Title: Responsive Website_Development
- Estimated budget: 2200 USD
- Estimated development duration: 4 weeks
- Technology: Core PHP framework (Code Igniter or Cake PHP)

Project Milestones

Phase No.	Requirement / Solution	Time Frame (1 Week = 40 hours)	Budget
1	Upfront Payment		\$550
2	Website Design	1 Weeks	\$550
3	PSD to HTML conversion + 50% functionality	1.5 Weeks	\$550
4	100% work completion + delivery	1.5 Weeks	\$550
	Total :	4 weeks	\$2200
	Technical Department Working <ul style="list-style-type: none">• Working hours : 10:00 AM to 7:30 PM IST or GMT + 5.30 hours• Working days : Monday to Friday		

Proposal for CMS + Webservices development

- Title: CMS + Webservices_Development
- Estimated budget: \$4500 USD
- Estimated duration: 8 weeks
 - Technology: Core PHP framework (Code Igniter or Cake PHP)
 - For Database: MySQL
- Technology for Webservices: JSON

Project Milestones

Phase No.	Requirement / Solution	Time Frame (1 Week = 40 hours)	Budget
1	Upfront Payment		\$1100
2	100% CMS completion	3.5 Weeks	\$1100
3	50% webservices completion	3 Weeks	\$1200
4	100% webservices completion	3 Weeks	\$1100
	Total :	8 Weeks	\$4500
	Technical Department Working <ul style="list-style-type: none"> • Working hours : 10:00 AM to 7:30 PM IST or GMT + 5.30 hours • Working days : Monday to Friday 		

7.1 Links to some game delivered by Openxcell team:

1. Tuco Tuco: <https://play.google.com/store/apps/details?id=com.openxcell.TucoTuco>
2. Enemy Dawn:
iTunes: <https://itunes.apple.com/us/app/enemy-dawn/id826238698?ls=1&mt=8>
3. Monkey Feet:
iTunes: <https://itunes.apple.com/us/app/monkey-feet/id886580457?ls=1&mt=8>
4. Wheely Bird:
iTunes: <https://itunes.apple.com/us/app/id915771682>
PlayStore: <https://play.google.com/store/apps/details?id=com.wheely.bird>
5. Mysterious Castle:
iTunes: <https://play.google.com/store/apps/details?id=com.openxcell.MysteriousCastle&hl=en>
PlayStore: <https://play.google.com/store/apps/details?id=com.openxcell.MysteriousCastle>
6. Numerosity – Educational game
 - Addition: <https://itunes.apple.com/us/app/numerosity-play-addition%21/id608443525?mt=8>
 - Subtraction: <https://itunes.apple.com/us/app/numerosity-play-subtraction%21/id636522703?mt=8>
 - Multiplication: <https://itunes.apple.com/us/app/numerosity-play-multiplication%21/id670585230>
 - Division: <https://itunes.apple.com/us/app/numerosity-play-division!/id690417037?mt=8>
7. Dream Bubble:
PlayStore: <https://play.google.com/store/apps/details?id=com.bigbadboboapps.dreambubble&hl=en>
8. LowBall poker:
PlayStore: <https://play.google.com/store/apps/details?id=com.lowball.poker>
9. Spellcraft - Collectable Card Game:
iTunes: <https://itunes.apple.com/in/app/spellcraft-collectable-card/id462240529?mt=8>
10. Bingo Hall (Slot machine game)
iTunes: <https://itunes.apple.com/us/app/bingo-hall-play-bingo-games/id838036150?ls=1&mt=8>
11. Tongue by Oreo
iTunes: <https://itunes.apple.com/es/app/tongue-by-oreo-doble-crema/id693973672?mt=8>
PlayStore: <https://play.google.com/store/apps/details?id=net.mdlzhosting.tongue&hl=en>
12. Party Pirates (iTunes): <https://itunes.apple.com/us/app/party-pirates/id791918155?mt=8>
13. Busy Bee Maths
iTunes: <https://itunes.apple.com/us/app/busy-bee-maths/id592077448?ls=1&mt=8>
14. Fruit Carnival: <https://play.google.com/store/apps/details?id=com.openxcell.FruitCarnival>

8. Escalation Matrix

1st Level Escalation

Dhruvil Bavishi, Game Analyst/Team Lead

Immediate Contact details

Email address: dhruvil@openxcell.info

Skype id: dhruvil.bavishi

2nd Level Escalation

Tanveer Shaikh, Business Development Manager

Immediate Contact details

Email address: tanveer@openxcell.com

Skype id: tanveer.openxcell

3rd Level Escalation

Jayneel Patel, CEO

Immediate Contact details

Email address: jayneel@openxcell.com

Skype id: jayneelpatel

8.1 Milestone Payment Details

This contract is for Jara global limited game design and development:

1. Indian Bank Account:

- **Bank Name:** Kotak Mahindra Bank
- **Account Name:** OPENXCELL TECHNO LABS PVT LTD
- **Account Number:** 08112000023263
- **Swift Code:** KKBKINBBXXX
- **Branch Address:** Ground Floor, Shree GhantakarMahavir Cloth Market, Nr. New Cloth Market Sarangpur, Ahmedabad-380002,Gujarat,India.
- **IFSC:** KKBK0000811 (If you need)
- **MICR Code:** 380485002 (If you need)

2. United State Bank Account:

- **Account Name:** OpenXcell Inc.
- **Bank Name:** CitiBank
- **Routing Number :** 021000089
- **Account Number :** 9982128206
- **Branch Address :** 255 N Broadway, Hicksville, NY 11801-2990 (516) 822-7991
- **Swift Code -** CITIUS33XXX

Any Question related to Payment?

You can contact

Contact No (India): +91 99748-04771, **(USA)** +1 888 777 4629

Skype: tanveer.openxcell

Google Talk: tanveer@openxcell.com



Four factors which makes OpenXcell, Vibrant

Our mission is your success, and we make it possible by doing whatever it takes. OpenXcell has young and determined team focused on providing the value for your investments. The open culture is what binds us together in achieving set goals and helps us to grow consistently, so that we can provide an excellent service which delights you.

The vibrant people, culture, growth & colors motivate everyone at Openxcell to work hard so that we can party harder on your success.

People

We strive to recruit and retain smart, honest and creative people. Our vision is minimum team and maximum performance.

190 Team Members



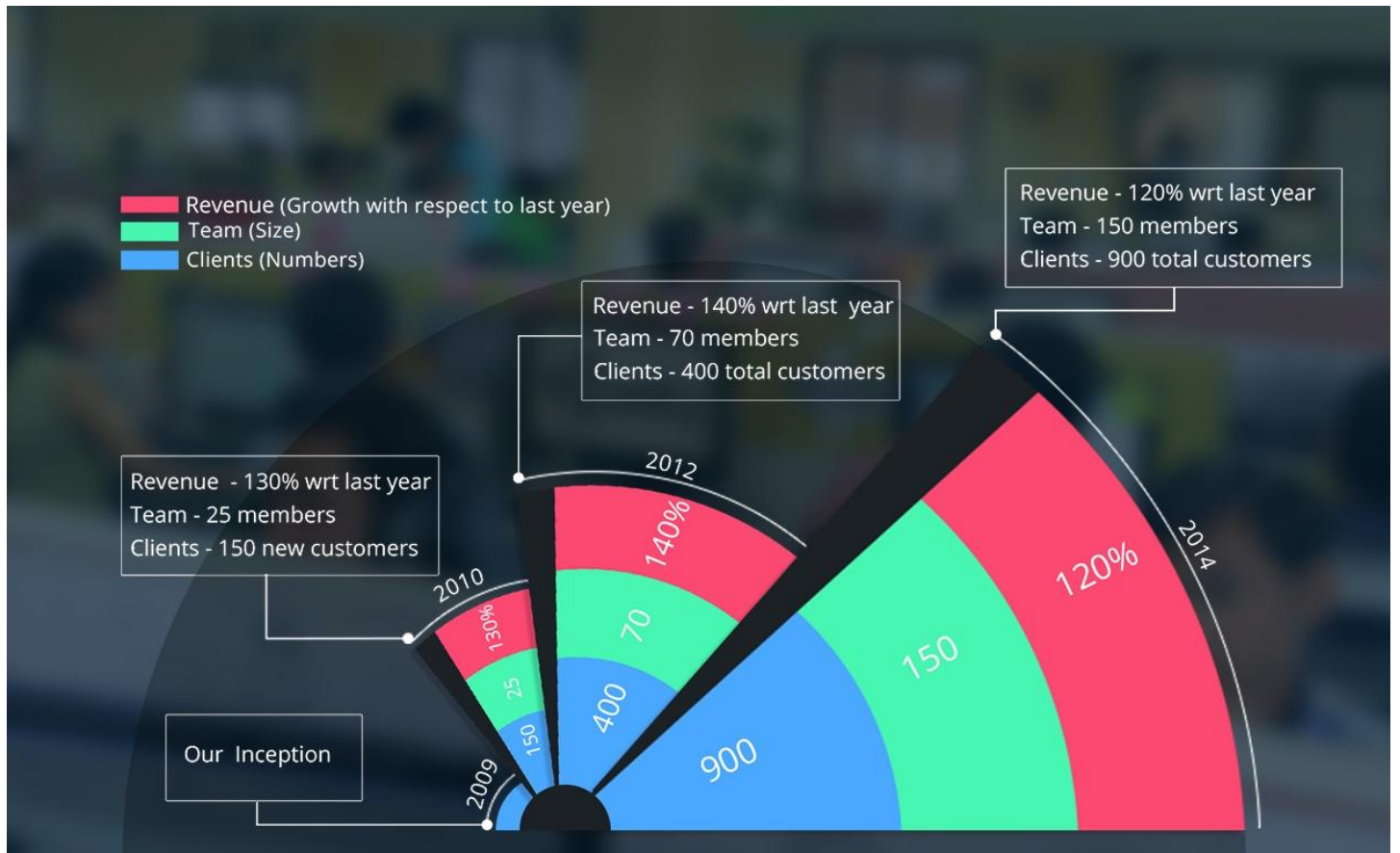
Culture

Our open culture accelerates our growth. At OpenXcell, everyone feels free to share diversified ideas, opinions and points of view. Our office, meeting rooms, cafes and passage are designed to encourage interaction between employees and across teams. We strive to create environment that is friendly, warm and exciting



Growth

When multiple minds with different ability and creativity think in same direction, Growth is certain!



Our Subsidiary Companies



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Skyrocket your app download

www.appn2o.com



Orderhive

SaaS based Multi-channel Order and Inventory Management

www.orderhive.com



Workhive

New and Simple Project Management System

www.workhiveapp.com