

## CITY OF TAMPERE - Statement of Work.

This Statement of Work (the "SOW") is entered into by and between:

<p>Company name <b>Zoan Oy</b></p> <p>Company address <b>Bulevardi 1 A, FI-00100 Helsinki, Finland</b></p> <p>Company ID no. <b>2352411-4</b></p> <p>Hereinafter referred to as <b>Zoan</b></p>	<p>Company name <b>City of Tampere</b></p> <p>Company address <b>PL 487, FI-33101 Tampere, Finland</b></p> <p>Company ID no. <b>0211675-2</b></p> <p>Hereinafter referred to as <b>Client</b></p>
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jointly the "Parties" and individually a "Party".

### 1. Project scope

During the term of this Agreement, Zoan shall perform virtual reality related services to the Client services mentioned in the Offer attached hereto as an annexe ("Services").

### 2. Team members

Parties have assigned the following persons to work with the project:

Party	Name
Zoan	Miikka Rosendahl
Client	Marjo-Riitta Saloniemi

### 3. Phases & deliverables

Deliverables shall be provided to the Client as laid down more in detail in the Zoan General Terms and Conditions (GTC) and if relevant in accordance with the preliminary schedule noted in Section 5.

## 4. Change requests

This document and the cost estimate shall be considered as a scope of work and any changes to it shall be agreed upon in written format and added to this document as an appendix.

Anything that is not mentioned in this Agreement or its annexes is considered as out of scope for this preliminary cost estimate and has to be agreed upon separately. In case not further agreed Zoan shall invoice the Client based on the Daily Rates noted in Appendix 1.

## 5. Schedule

The schedule is preliminary and subject to change.

Phase	Stage
MOBILE VERSION FOR NÄSILINNA & GABRIEL ENBERG SHOWROOMS	Due date 31.12.2023
ARMORED TRAIN VR EXPERIENCE	Due date 31.12.2023

## 6. Cost

Service	Amount
Project Management	7000€
UI/UX Development	6200€
Unreal Engine Development	18 000€
3D Optimization	3000€
Mobile Optimization	26 600€
<b>TOTAL</b>	<b>57 800€</b>

Zoan shall invoice the Client 50% before the project starts and 50% after it's finished. VAT will be added to prices as applicable. The costs are aligned with page offer 5, which is the accepted deal (Mobile + VR).

## 7. General Terms and Conditions

The Agreement is subjected to the Zoan General Terms and Conditions (GTC) attached hereto as Appendix 2.



On behalf of  
**Zoan Oy**

Representative title  
**CEO**

Company representative  
**Miikka Rosendahl**

Email  
**Miikka.rosendahl@zoan.com**

IP Address  
**188.127.202.35**



Signed with BankID by **MIIKKA PETERI ROSENDAHL**  
27 November 2023, 08:24:55 UTC

On behalf of  
**City of Tampere**

Company representative  
**Marjo-Riitta Saloniemi**

Email  
**marjo-riitta.saloniemi@tampere.fi**

IP Address  
**193.111.119.176**



Signed with BankID by **MARJO-RIITTA SALONIEMI**  
27 November 2023, 09:23:58 UTC

## Appendix 1: Daily Rates

Title	Daily fee
3D Modeler	800€
Unreal Engine / Web Developer	1200€
Producer	1200€
Lead Designer / Modeler	1200€
Senior Technical Specialist	2000€

## Appendix 2: General Terms and Conditions

### 1. Scope of application

These general terms and conditions apply to any project or services provided by Zoan Oy ("Zoan") to a Client (the "Client"), (each a "Party" or jointly the "Parties"). The project or services may consist of various consulting services ("Services") as well as documents and materials produced by Zoan specifically for the Client as a result of the Services



under the Agreement (the “Deliverables”) as further defined in the applicable agreement between the Parties (the “Agreement”), which these general terms and conditions shall form an integral part of.

## 2. Parties' obligations

Zoan undertakes to perform the Services in conformity with the Agreement and in a professional manner against payment of the agreed fees.

Both Parties undertake to take decisions that are necessary for the performance of the Services without undue delay.

The Client shall provide Zoan with all information, materials and feedback that Zoan deems necessary in order to perform the Services and otherwise use its reasonable efforts in contributing to the Services and Deliverables. The Client shall be responsible for ensuring that the information, materials and feedback given to Zoan are correct and accurate.

The Client acknowledges that the Client's cooperation and timely delivery of correct and accurate information are essential prerequisites of the Services and Deliverables. No time schedules shall begin before Zoan has received and approved all requisite information and materials from the Client.

## 3. Time of delivery and acceptance

The delivery dates and time schedules are estimates. If a Party deems that the delivery dates cannot be met, the Party shall without delay inform the other Party of the reason for the delay and its estimated time of duration. The time of delivery will be extended accordingly. Regardless of whether Zoan has been informed or not of a delay on the Client's side, the time schedule shall be extended with each day of delay.

The Client shall, without undue delay, give feedback or requisite information or materials, as required, after Zoan's written notification or delivery. In the event that the Client does not provide feedback or requisite information or materials within three (3) business days from Zoan's written notification or delivery, the time schedule shall be extended with each following day of delay.

In the event of a delay that exceeds fourteen (14) days and that is not attributable to Zoan (including without limitation events where the Client does not provide feedback or requisite information or materials), Zoan has the right to a) invoice all work done so far under the Agreement and b) initiate negotiations about the delivery date(s), which shall not automatically be moved forward in accordance with the Client's wishes.

The Client shall, without undue delay, give its acceptance or observations to Zoan's (i) written notice or report regarding the progress of the Services and to (ii) any delivery of Deliverables. If the Client does not provide its written observations within seven (7) days of receipt of a notice or report, the work included in the notice or report shall be deemed accepted. Any Deliverable delivered to the Client and the performance of any Services not involving delivery of Deliverables shall be deemed accepted if the Client does not make a written complaint within seven (7) days of receipt of the Results or the performance of the Services, as applicable. Any Deliverables shall nevertheless be deemed accepted when they have been published or otherwise taken into use by the Client. Regardless of anything to the contrary in this section, any mistakes, problems, defects, malfunctions or deficiencies not constituting Errors (as defined below) shall not prevent acceptance.

Zoan's liability for Errors in the provision of the Services and Deliverables shall be limited to correction of the Error or repeating the Service, provided that the Client has informed Zoan in writing of the Error within the time limit for acceptance specified above in this section. An “Error” shall mean any mistake, problem, defect, malfunction or deficiency, which causes a substantially incorrect or inadequate functioning or non-functioning of a Deliverable or any substantial deviation from the specifications or other requirements set forth under the Agreement.

Except as expressly provided herein, the Services and Deliverables are provided "as is" without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

## 4. Client Materials

The Client may supply drawings, sketches, pictures, texts, multimedia files and other materials to be used in or relating to the Services and Deliverables ("Client Materials"). Title and all intellectual property rights in and to the Client Materials shall vest in the Client (or its third-party licensor, as applicable). The Client shall be responsible for the correctness and compatibility of the Client Materials. The Client assumes full responsibility for ensuring that a) the Client Materials do not infringe any third-party rights, b) the Client has the right to provide all Client Materials to Zoan for the purpose of the Agreement and c) it has the right to order the Services and Deliverables and to execute the Agreement.

## 5. Rights to the Deliverables

Title and all intellectual property rights in and to the Deliverables shall vest in Zoan (or in Zoan's third-party licensor, as applicable). This applies also to any changes or additions made in or to the Deliverables irrespective of who has provided or implemented these.

Once the Client has fully paid for the Deliverables, the Client shall be granted a limited, non-exclusive, non-sublicensable and fully paid license to use the Deliverables in connection with the project (e.g. marketing campaign, exhibition) they were created for by Zoan.

The rights to the project files of the Deliverables shall in all cases vest in Zoan. The project files of the Deliverables are not part of the delivery and they will not be disclosed or delivered to the Client.

The Client may not modify the Deliverables without Zoan's prior written consent.

## 6. Prices and invoicing

The price for the Services and Deliverables is set out in the Agreement. Any additional services (potentially resulting in deliverables) outside the scope of a fixed project shall be charged for by the hour according to the then-current price list of Zoan. The minimum charge for additional services shall be one (1) hour.

In case the Client requests Zoan to make any changes to the Deliverables after the acceptance of a delivery (e.g. after the acceptance of a milestone delivery or the final delivery), such requested services shall be considered additional services that shall be separately charged for by the hour.

Any recurring fees (e.g. for the maintenance of a website or an app) may be adjusted by Zoan by giving three (3) months' notice.

The Client shall against receipts reimburse Zoan for all reasonable travelling expenses incurred by Zoan for travelling approved by the Client in advance and required for the provision of the Services.

Unless otherwise agreed in the Agreement, the payment term shall be fourteen (14) days from the date of the invoice. Services billed by the hour may be billed on a monthly basis.

The prices are exclusive of value-added tax and other applicable taxes and statutory fees, for which the Client shall be responsible.

Interest on overdue payments shall accrue in accordance with the Finnish Interest Act.

## 7. Confidentiality

For the purposes hereof, "Confidential Information" shall mean any information disclosed in any form or manner whatsoever by a disclosing Party to the receiving Party under the Agreement provided that:

- such information either has been designated or indicated in writing to be proprietary or confidential information, or

- the receiving Party is or should have been aware of the disclosed information being of confidential nature.

However, the term Confidential Information shall not include any information disclosed by the disclosing Party to the receiving Party which:

- is or becomes publicly available other than through an act or omission of the receiving Party, or
- is demonstrably developed at any time by the receiving Party without use of Confidential Information, or
- is legitimately obtained at any time by the receiving Party from a third party without restrictions in respect of disclosure or use.

The receiving Party may use Confidential Information only for the purposes set forth in the Agreement. This does not, however, prevent Zoan from using its acquired know-how and professional expertise in its business.

The receiving Party shall not disclose to any third party, or allow any third-party access to, any Confidential Information. However, each Party may disclose Confidential Information to its affiliates or subcontractors, but only on a need-to-know basis, provided that that Party will cause them to be bound by the confidentiality provisions set out herein.

The receiving Party shall not be prevented from disclosing Confidential Information if such disclosure is required by law or court order, provided, however, that the receiving Party, to the extent possible, has first given prior written notice to the disclosing Party and has made reasonable efforts to protect the Confidential Information in connection with such disclosure.

The receiving Party undertakes to promptly terminate the use of Confidential Information when the use of it is no longer needed for the agreed purpose and to return any Confidential Information (including copies and reproductions thereof) to the disclosing Party upon the disclosing Party's written request. If the Confidential Information or the copies or reproductions thereof cannot be returned upon request, the receiving Party undertakes to promptly destroy them. The receiving Party may, however, retain backup copies automatically produced in the ordinary course of business.

The obligations set forth in this clause shall bind the Parties for a period of one (3) years from the date of disclosure of Confidential Information and such obligations shall survive earlier expiration of the Agreement.

## **8. Force Majeure**

Neither Party shall be held liable for any failure of or delay in performance of its obligations if performance is prevented or delayed by causes beyond such Party's control, which the Party could not have foreseen at the time of conclusion of the Agreement and the consequences of which such Party could not have reasonably avoided or overcome. Such causes shall include disturbances in public transportation, data communication or lack of energy resources or their delivery, war, riot, terrorist attack, pandemic or acts or orders of any competent civil or military authority, strike and blockade, fire, flood or natural disaster and other similar causes and defects or delays in performance by an affiliate or a subcontractor if caused by a Force Majeure event.

The Party whose performance is so prevented shall promptly inform the other Party of the Force Majeure event and such Party shall use all reasonable efforts to mitigate damages to the extent possible. If a Force Majeure event prevents the performance of the Agreement for more than sixty (60) days, each Party has the right to terminate the Agreement by written notice to the other Party.

## **9. Term and termination**

The Agreement enters into force and remains in force as agreed in the Agreement. Unless otherwise agreed between the Parties, any project with a fixed fee element (not including monthly recurring fees) shall be valid until both Parties have performed their duties and obligations in relation to the project. Unless otherwise agreed between the Parties, if there is no ongoing project with a fixed fee element, the Agreement continues to be valid until further notice and the notice period shall be two (2) months for the Client and four (4) months for Zoan.

When the Agreement is terminated, Zoan shall have the right to immediately invoice all performed Services that have not yet been invoiced.

Notwithstanding the foregoing, each Party may terminate the Agreement with immediate effect upon written notice to the other Party in case of the bankruptcy, insolvency, or liquidation of the other Party.

In addition, each Party shall have the right to terminate the Agreement, in whole or in part, with immediate effect upon written notice to the other Party if the other Party commits a material breach of any of the terms and conditions of the Agreement and does not remedy such breach within 30 days of written notice thereof.

Upon termination or expiration of the Agreement, Zoan shall upon the Client's request return to the Client all material relating to the Services which has been supplied to Zoan by the Client.

For clarity, clauses that by their nature are intended to survive the expiry or termination of the Agreement shall do so, including without limitation Sections 5 (Rights to the Deliverables), 7 (Confidentiality) and 10 (Limitation of Liability).

## **10. Limitation of liability**

Neither Party shall be liable to each other, whatever the cause thereof, for any indirect damages or expenses arising under the Agreement, including but not limited to loss of profits, business and savings, loss of goodwill, loss of or damage to any of the other Party's data or data files, damage suffered by a Party's customer or business partner due to any cause, even if the Party has been advised of the possibility of such damages.

Zoan's total aggregate liability under the Agreement shall in no event exceed 50% of the payments made by the Client to Zoan under the Agreement.

No limitation of liability shall apply to damages resulting from the gross negligence or willful misconduct of a Party, personal injury or death, damages caused by breaching the confidentiality obligations set out herein or the Client's breach of intellectual property rights.

## **11. Subcontracting**

Unless otherwise agreed in writing, each Party shall have the right to subcontract its obligations under the Agreement. Each Party shall be liable for the performance of its subcontractors as for its own performance.

## **12. Reference use**

Zoan shall be entitled to use the business relationship between Zoan and the Client as a reference provided that the Client has not explicitly denied such reference use. Zoan shall accordingly have the right to refer to any published project and Deliverables in its marketing materials and channels, such as Zoan's website and social media channels.

## **13. Non-solicitation**

The Client undertakes that the Client shall not, at any time during the term of the Agreement and during a period of twelve (12) months from the termination of the Agreement without the prior written consent of Zoan, directly or indirectly solicit, hire or employ or assist any third party in soliciting, hiring or employing Zoan's representatives, employees, consultants or agents. In case the Client breaches its obligations set out in this section 13, the Client undertakes to pay liquidated damages to Zoan in the amount of EUR 60,000 per each breach. Payment of the liquidated damages does not limit Zoan's right to receive compensation for damages exceeding the amount of the liquidated damages.

## **14. Miscellaneous**

The Agreement represents the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter thereof.

Any amendment to the Agreement shall be made in writing and signed by both Parties.

Each Party may assign the Agreement to an affiliate or to a third party as part of a sale or transfer of its business operations pertaining to the Agreement.

## **15. Governing law and dispute resolution**

The Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

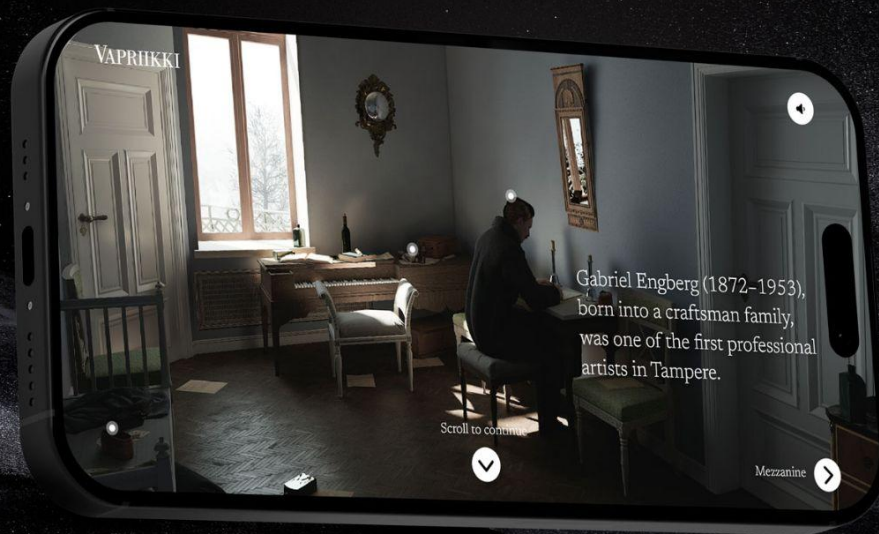
Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.



IMMERSIVE MOBILE EXPERIENCES

# NÄSILINNA & GABRIEL ENGBERG

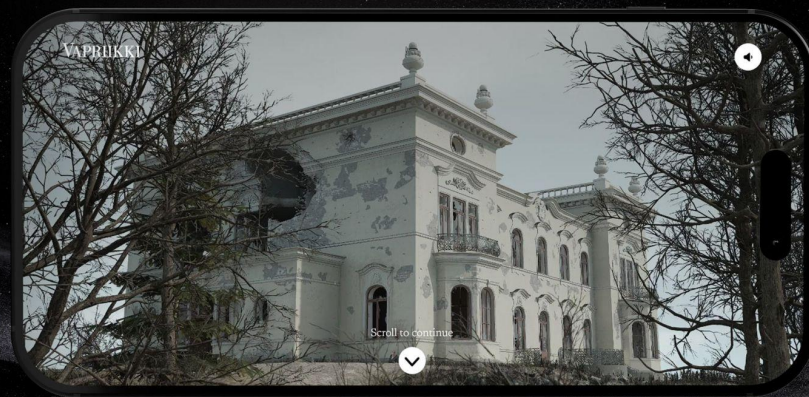
OFFER by ZOAN 10th Nov 2023



# MOBILE VERSION FOR NÄSILINNA & GABRIEL ENBERG SHOWROOMS

The purpose of this project is to take the next steps to the metaverse by creating an **immersive mobile experience** based on the Näsilinna & Gabriel Enberg showroom web experiences.

- Updating the existing Näsilinna and Gabriel Enberg experiences to the latest version of Unreal Engine.
- Developing a mobile-based immersive experience, where we create a feeling of almost being there, assisted with animations and soundscape.
- Hosting the web-site to be experienced by anyone who is interested in Vapriikki.



## ADDITIONAL OPTIONS

# ARMORED TRAIN VR EXPERIENCE

This will also be implemented for Oculus Quest 3 glasses. It can be offered for trial in the store, or if the museum already possesses the glasses, they can be physically installed in the museum. Virtual glasses can be brought to the museum to facilitate the experience.

The objective is to make use of existing models to develop an immersive experience akin to web-based exploration. The experience allows for in-depth exploration of the train, its various components and functions, and provides a sense of what it was like to travel by train in 1918. Visitors can also explore the compartments of an armored train locomotive.

### The experience allows users to:

- Explore the environment
- Target practise in the rail yard



# BUDGET

## VR TRAIN EXPERIENCE

### The timeline of the project:

Mobile optimization around 1 month.

### Payment term:

50% Upfront and 50% after delivery  
60 days net

### Approval of the offer by email:

miiikka.rosendahl@zoan.com and  
joanna.heikkila@zoan.com

Tasks	PRICE EUR (VAT 0 %)
Project Management	6 000
UI/UX Development	7 200
Web Development	18 000
Additional hosting cost + 200 eur/month to old contract.	
<b>TOTAL</b>	<b>31 200€</b>

# BUDGET

## MOBILE + VR

### The timeline of the project:

Mobile optimization around 1 month.

### Payment term:

50% Upfront and 50% after delivery  
60 days net

### Approval of the offer by email:

miiikka.rosendahl@zoan.com and  
joanna.heikkila@zoan.com

Tasks	PRICE EUR (VAT 0 %)
Project Management	7 000
UI/UX Development	6 200
Unreal Engine Development	18 000
3D Optimization	3000
Mobile Optimization	26 600
<b>TOTAL</b>	<b>57 800€</b>

# GENERAL TERMS

This proposal is made based on ZOAN's daily rates for the staff needed to make the Mobile project successful. The same rate will be applied for extra work, that will always be agreed separately.

**Payment term 14 days net from the date of the invoice:**

50% when the offer has been approved  
50 % when the project is ready and delivered

**For additional terms and conditions,**  
please see the linked document

[ZOAN General Terms 2023](#)

<b>ZOAN GENERAL RATES</b>	<b>PRICE (EUR / day)</b>
3D Modeler	800
Unreal Engine / Web Developer	1200
Producer	1200
Lead Designer / Modeler	1200
Senior Technical Specialist	2000

ZOAN









**MIIKKA ROSENDAHL**  
CEO

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DOCUMENT TITLE:

# CITY OF TAMPERE - Statement of Work.

What?	Who?	When?
 Signed & sent	 marjo-riitta.saloniemi@tampere.fi	27 Nov 2023 09:23:58 UTC
 Signed & sent	 Miikka.rosendahl@zoan.com	27 Nov 2023 08:24:55 UTC
 Signed & sent	 Miikka.rosendahl@zoan.com	24 Nov 2023 10:47:01 UTC
 Signed & sent	 Miikka.rosendahl@zoan.com	23 Nov 2023 14:01:34 UTC