SERVICE AGREEMENT

I. THE PARTIES. This Agreement ("Agreement") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between:

**Student Team:** Code Crafters with a email codecrafters2024.capstone@gmail.com ("Student Team").

**Client**: Ivan Burke with a mailing address of 157 Mountainview Drive, Westlake Country and Safari Estate, Skeerpoort, North West 0232 ("Client").

II. PROJECT DESCRIPTION. The Student Team agrees to provide the following services as part of a university project: Development of software for the Raspberry Pi platform to automate the retrieval of essential information from IoT devices when connected via USB or UART, compiling data such as firmware version, chip model, and voltage usage into an XML format for storage or transmission ("Project").

III. TERM. The Project shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, unless completed earlier or extended by mutual agreement of the parties.

IV. COMPENSATION. This is an unpaid educational project. The Student Team is participating in this Project for academic purposes and will not receive monetary compensation.

V. PROJECT DELIVERABLES. The Student Team agrees to deliver the following:

1. Functional software as described in Section II.

2. Documentation detailing the software development process and usage.

3. A final report summarizing the Project outcomes.

VI. EXPENSES. The Client has provided the following materials for the Project:

2x Raspberry Pi 4 development boards with PoE heads installed

2x Raspberry Pi black enclosures

2x Raspberry Pi white enclosures (spare)

2x Orange Pi development boards with enclosures

2x Raspberry Pi Power adapters

2x Generic power adapters (for Orange Pis)

1x CamJam Edukit 2 with Sensors

2x micro HDMI to HDMI connector cables

2x Micro SD cards

2x ADATA SDCard adapters

1x USB to SDCard adapter

The Client is responsible for any additional expenses incurred during the Project. The Student Team is not required to reimburse any other costs associated with the Project.

VII. DISPUTES. If any dispute arises under this Agreement, the Student Team and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, they may get the University of Pretoria’s course coordinator involved.

VIII. LEGAL NOTICE. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the mail via Certified Mail with return receipt. If different from the mailing address in Section I, enter below:

Client's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Team's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IX. RETURN OF RECORDS. Upon completion or termination of this Agreement, the Student Team shall deliver all records, notes, and data of any nature that are in the Student Team's possession or under the Student Team's control and that are of the Client's property or relate to Client's business.

X. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XI. INDEPENDENT CONTRACTOR STATUS. The Student Team, is an independent contractor and neither the Student Team's members nor their personnel are, or shall be deemed, the Client's employees. The Student Team agrees and represents:

a.) The Student Team has the right to perform services for others during the term of this Agreement;

b.) The Student Team has the sole right to control and direct the means, manner, and method by which the services required under this Agreement will be performed;

c.) The Student Team has the right to hire assistants or use team members to provide the services under this Agreement;

d.) The services required by this Agreement shall be performed by the Student Team, its members or personnel, and the Client will not hire, supervise, or pay assistants to help the Student Team;

e.) Neither the Student Team nor its members or personnel shall receive any training from the Client for the professional skills necessary to perform the services required by this Agreement; and

f.) Neither the Student Team nor its members or personnel shall be required by the Client to devote full-time to the performance of the services required by this Agreement.

XII. INDEMNIFICATION. The Student Team shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or the Student Team's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. The Client reserves the right to retain whatever records and materials have been developed during the Project until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled.

By signing below, the parties agree to the terms and conditions outlined in this Agreement.

Student Team Representative:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client:

Name: Ivan Burke

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_