

Software Development Contract

No.2019-106

This Software Development Contract (Here after written as "Contract") is made and effective on Mar 25th 2019, by and between Team 3 (Here after written as "Developer") and Team 2 (Here after written as "Customer").

1. Definitions

1.1. "Confidential Information" shall mean all material and information supplied by Customer that has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder. Confidential information does not include information that:

(a) is or becomes public knowledge through no fault of Developer;

(b) Developer knew before Customer disclosed it;

(c) Developer obtains from sources other than Customer who owe no duty of confidentiality to Customer; or

(d) Developer independently develops.

1.2. "Deliverables" shall mean a listing of all items to be delivered to Customer under this Contract.

1.3. "Derivative Work" shall mean a work that is based on any preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such pre existing work, would constitute a copyright infringement under the Danish Copyright Act.

1.4. "Schedule" shall mean the delivery dates for each Deliverable.

1.5. "Specifications" shall mean the specifications for the Software as directed by Customer, together with any modifications that may be agreed to in writing by the parties during the term of this Contract.

2. Duties and Responsibilities

2.1. Specifications.

(a) Platform requirement: .Net Core 2.0 or higher, Rest API

(b) Work description:

Sudoku is the 9×9 grid with digits so that each column, each row, and each of the nine 3×3 subgrids that compose the grid (also called "boxes", "blocks", or "regions") contain all of the

digits non repeated from 1 to 9. The puzzle setter provides a partially completed grid, which for a well-posed puzzle has a single solution.

Developer should create a console application, in the beginning showing a 9 times 9 table, allowing users Input value is array of arrays of integers with values 1,2,3,4,5,6,7,8,9 representing 9 rows by 9 values. Number 0 represents empty spaces.

When user finished input, if the input is solvable, application should return the solution for user's input. Return value is in the same format. If the user's input is not solvable, application should return exception with error description.

2.2. Development. Developer shall design, develop, and implement the Software in accordance with the Specifications, Deliverables and Schedule.

2.3.Maintenance. Developer shall perform remedial and preventive maintenance for the Software after its acceptance so that the Software continues to perform in accordance with the technical design. Customer and Developer shall negotiate the terms and price of such maintenance services, but Developer shall not charge Customer more than 2 beers per year for the first two years of maintenance services after acceptance of the Software. Customer shall have the right to terminate such maintenance services at any time upon thirty (30) days written notice to Developer. Developer shall have the right to terminate such maintenance services upon thirty (30) days written notice to Customer if Customer is in material breach of the maintenance Contract between Customer and Developer and remains in material breach for such thirty (30) days.

3. Delivery and Acceptance

3.1. Acceptance Period. Customer will have 10 working day following the date of Apr 2nd 2019 to assess and test the Software.

3.2. Completion. If Developer delivers the Software in accordance with the Specifications, Deliverables, or Schedule, then Developer shall be deemed to have completed its delivery obligations.

3.3. Rejection. If Developer fails to deliver the Software in accordance with the Specifications, Deliverables, or Schedule, then:

(a) **Notification.** Customer shall detail in writing its grounds for rejection; and

(b) **Rectification.** Developer correct the Software and upon delivery of such correction, the process of acceptance, completion, and rejection shall restart.

(c) **Continued Failure.** If the Developer's corrections fails to deliver the Software in accordance with the Specifications, Deliverables, or Schedule, then Customer may elect to:

(i) terminate the Contract, or

(ii) adjust the Specifications, Deliverables, or Schedule.

4. Changes

4.1. **Change Orders.** Customer may request changes to the Specifications, Deliverables, or Schedules.

4.2. **Additional Time or Expense.** If the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Software or would result in additional expense, then:

(a) Customer and Developer shall confer; and

(b) Customer may elect to either:

(i) withdraw its proposed change, or

(ii) require Developer to deliver the Software with the proposed change, subject to the delay and/or additional expense.

If Developer cannot or chooses not to accept the change order, then Customer may elect to terminate the Contract.

5. Payment.

5.1. **Development Costs.** Customer shall pay Developer:

1 beer for each developer, i.e. 3 beers upon acceptance.

5.2. **Expenses.** Customer will reimburse Developer for all reasonable expenses incurred by Developer during the development of the Software.

6. **Ownership of Software.** Developer agrees that the development of the Software is "work for hire" within the meaning of the Copyright Act, as amended from time to time, and that the Software shall be the sole property of Customer. Developer assigns to Customer its entire right, title and interest in anything created or developed by Developer for Customer under this Contract ("Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Contract.

7. **Term.** This Contract shall commence upon Mar 25th 2019 and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

8. Representations

8.1. **No Infringement.** Developer represents and warrants that the Software will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person.

8.2. No Third Party Property. Developer represents and warrants that it will not use any trade secrets or confidential or proprietary information owned by any third party in developing the Software.

8.3. No Obligation. Developer represents and warrants that neither Developer nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

8.4. No Open Source. Developer warrants that the Software does not contain any Open Source Software.

9. Warranties

9.1. Performance. Developer warrants that for a period of 48 months, the Software will operate substantially according to the Specifications.

9.2. Repair or Replace. Developer will repair or replace the System during such 24 months as soon as possible after Customer informs Developer of any breach of this warranty.

9.3. Exclusions. This warranty excludes any claims based on defects in the Software caused by Customer, other parties beyond the control of Developer, or the hardware.

9.4. No Other Warranties. There are no express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, respecting this Contract, the Software or Services.

10. Acknowledgement-Relationship of the Parties

10.1. Independent Contractor. Developer is an independent contractor and is not an employee or agent of Customer.

10.2. No Partnership. Nothing in this Contract creates a partnership or joint venture between the parties.

11. Confidentiality. During the term of this Contract and for 24 months afterward, Developer will keep the Confidential Information confidential OR will use reasonable care to prevent the unauthorized use or dissemination of the Confidential Information.

12. Indemnification. If any third party brings a lawsuit or proceeding against Customer based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, then Developer shall hold Customer harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

13. Limitation of Liability. Neither party shall be liable for any special, indirect, incidental or consequential damages (including damages for loss of business, profits or any other loss) incurred or suffered in connection with the Software or services performed in connection with this Contract.

14. Term and Termination.

14.1. **Termination for Cause.** This Contract may be terminated by either party upon written notice to the other, if:

- (a) the other party breaches any material obligation; and
- (b) the breaching party fails to cure such breach within 15 days of receipt of the notice.

14.2. Effect of Termination

(a) **Payment of Outstanding Fees.** Customer shall pay Developer for all services rendered and work performed up to the date of termination, subject to Customer's right to pay only fair value if Customer terminates for cause.

(b) **Return or Destruction.** Within 1 month after the termination or expiration of this Contract, Developer shall return, or at the option of Customer, Developer shall destroy all copies of Confidential Information and shall deliver written certification by an officer of Customer that Customer has complied with these requirements.

15. General Provisions.

15.1. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the Danish Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

15.2. **Notices.** Any notice required by this Contract or given in connection with it, shall be in writing.

If to Developer:simon.bay@live.dk

If to Customer: lind7830@easv365.dk

15.3. **Entire Contract.** This Contract contains the entire Contract between the parties and supersedes all understandings and Contracts whether written or oral.

15.4. **Amendment.** No amendment or modification of this Contract is valid unless in writing, signed by the parties.

15.5. **Governing Law.** This Contract is governed by the laws of Denmark, without regard to any conflict of law principles.

15.6. **Force Majeure.** Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Contract to the extent the delays or failures result from causes beyond the reasonable control of the party.

15.7. **No Waiver.** The waiver or failure of either party to exercise any right provided in this Contract shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

15.8. **Severability.** If any provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract will remain in full force and effect.

In Witness whereof, the parties have executed this Contract as of the date first written above.

Customer: _____ Date: _____

Developer: _____ Date: _____