

# Software Development Contract

This Software Development contract made by the hiring party on 26th of March 2019, between Team 3 (Contractor) and Team 4 (Subcontractor).

## 1. Definitions

**“Contractor”**: The establishment that specifies the Product that needed to be developed by the hired Subcontractor and defines the terms and conditions of the Subcontractor’s work.

**“Subcontractor”**: The establishment and/or individual that develops the specified Product under the specified work terms and conditions defined by the Contractor.

**“Copyright Infringement”**: When the Subcontractor uses any kind of digital or physical third party material without the authorization of the original owner that is protected by the European Copyright Laws.

**“Product”**: The software that is detailed below under “Work Specifications”, which has to be delivered by the Subcontractor before the specified Deadline.

**“Deadline”**: The latest date (in GMT+1 Copenhagen time) when the Subcontractor can deliver the Product to the Contractor.

**“Specifications”**: The specifications of the software requested by the Contractor, including the additional modifications during the period of the contract.

**“Development Process”**: The time between the date of the agreement and the date of the deadline.”

**“Beer”**: At least 0,33l sized Carlsberg lager beer in metal or glass container. Considered as the only possible payment currency within the terms and work period of this contract.

## 2. Work Specifications

Platform Requirement: .Net Core 2.0 or higher, web service based Rest Api and console application as frontend.

### 2.1 Description

A basic calculator must be able to execute the 4 arithmetic operations (addition, subtraction, multiplication and division) with floating point numbers. The Product must be able to perform these operations up to 4 decimal digit accuracy and must understand and complete the calculation with single level brackets. The 4 basic operations must be executed in proper order according to mathematical laws - brackets taken into account.

The decimal separator must be configurable at frontend application startup. Both comma (,) and dot (.) shall be choosable and the application shall only use the chosen separator during runtime. The backend must be independent from the choice of the decimal separator and shall work with both choices, regardless of the frontend configuration.

The frontend must take the user input as a single line, solve the equation on submission and return the result to the user.

The Product shall be based on two individual applications: a frontend and a backend. Former shall be a console application, compatible with Windows (32 and 64-bit) platform. The latter shall be a .NET Core based web service with RESTful functionality, as defined in Work Specifications. The backend must be deployable (on any own web server, or cloud) and the

frontend must communicate with the backend on a secure, encrypted channel, using SSL or TLS.

## 2.2 Maintenance

After the acceptance of the Contractor, the Subcontractor agrees to maintain the developed software upon further request by the Contractor. The Contractor and the Subcontractor shall negotiate the price, and the maintenance period. In case the Contractor makes changes to the source code which excludes the Subcontractor, the Subcontractor has the right to terminate the maintenance period of the software.

### 2.2.1 Termination

The maintenance termination process must be done by a written agreement created between both the Contractor and the Subcontractor. In case of termination during active maintaining period, the Subcontractor must pay back the price of the terminated period calculated from the next calendar month of the termination date.

## 3. Delivery of the Product

### 3.1 Deadline

The Subcontractor has to completely develop the Product until the 2nd of April 2019. In case the Subcontractor is not able to finish the Product until the Deadline ends, the Contractor has the right to require severance pay from the Subcontractor which cannot be more than one 6-pack of Beers each day until the Subcontractor is able to finish the Product completely.

### 3.2 Acceptance Period

The Contractor has 4 working days following the Deadline to test the finished Product.

### 3.3 Completion

If the finished Product contains all the Specifications, all the functions are working, the Contractor approved the Product and it was finished without delay, the Subcontractor has completed the delivery obligations and must be payed.

### 3.4 Rejection

If the Subcontractor fails to deliver the Product with the agreed terms, the Contractor can oblige the Subcontractor for severance pay with the conditions of Deadline trespass until the Product is accepted. The acceptance period starts again after the Subcontractor finished the Product.

### 3.5 Continued Rejection

If the Product was rejected by the Contractor more than one time, the Contractor and the Subcontractor has the right to terminate the contract.

#### 3.5.1: Termination in case of continued rejection

In case of termination in terms Continued Rejection, the Subcontractor must pay a severance fee to the Contractor specified by 2 Beers for each company member.

### 3.6 Payment

In case of successful Product delivery (defined in Completion, under Delivery of the Product) the Contractor must pay 2 Beers to each team member of the Subcontractor.

## 4. Development Process

The Contractor may modify the Specifications during the Development Process.

- The Contractor can require the Subcontractor to deliver the Product with the modified Specifications, in this case the Subcontractor has the right to change the Deadline and count additional expenses.
- The Contractor can withdraw the modification if the changes of the Deadline and expenses are not matching with the interests of the Contractor.
- If the Subcontractor chooses not to accept the changed Specifications both parties have the right to terminate the contract.

## 5. Ownership of the Product

The Subcontractor agrees that the provided service is to develop the Product, which means that the finished software is the property of the Contractor. The Subcontractor assigns it's right, interest, in anything developed by the Subcontractor for the Contractor under the Development Process of this Product. The full payment is the compensation for the provided service and does not include maintenance services, as defined in Maintenance, under Work Specifications.

## 6. Representations

### 6.1 No Open Source

The Subcontractor guarantees that the Product does not contain any Open Source Software.

### 6.2 No Third Party Property Usage

The Subcontractor guarantees that it will not use any code or software which was provided by a third party.

### 6.3 No Obligation

The Subcontractor guarantees that any other company or individual performing service during the Development Process to this Product

### 6.4 No Infringement

The Subcontractor guarantees that the finished Product will not contain any parts which infringe any copyright, trademark, or any property right of an individual.

## 7. Indemnification

If any third party brings a lawsuit against the Contractor based on that the Product infringe trade secrets rights, copyright or third party's patent, and it is proved that this infringement has occurred then the Subcontractor shall be the responsible party for trespassing of the law.

## 8. General arrangements

### 8.1 Notices

All notices about this Contract, its contents or the parties must be delivered to the responsible person at each party, in a written form.

Subcontractor's responsible: [edis0087@easv365.dk](mailto:edis0087@easv365.dk)

Contractor's responsible: [boldi123@gmail.com](mailto:boldi123@gmail.com) or [simon.bay@live.dk](mailto:simon.bay@live.dk)

### 8.2 Modifications

Any modification of this Contract or its contents are not valid in any form unless it's written and signed by both parties.

### 8.3 Jurisdiction and disputes

This Agreement shall be governed by the laws of Esbjerg Landsret. All disputes hereunder shall be resolved in the applicable state or federal courts of Esbjerg Landsret. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

### 8.4 Severability

If any condition of this contract is illegal, or unenforceable, the remaining of this contract will remain in full effect.

As undersigned, I agree with all terms described above in the Contract and I am willing to fulfill its contents:

Date: 27. 03. 2019.

City: Esbjerg, Denmark

Subcontractor:                      Date:

Contractor:                         Date: