

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), is entered into on September 20, 2022 (the “Effective Date”), by and between the South Dakota Mines Senior Design Team located at 501 E St Joesph St, Rapid City, South Dakota, 57701 (the “Senior Design Team”), and Brian Butterfield located at 501 E St Joesph St, Rapid City, South Dakota, 57701 (“the Sponsor”).

Senior Design Team and Sponsor may be referred to individually as “Party”, or collectively, the “Parties”.

1 MISSION

The Senior Design project on which the Parties are intending to collaborate, has the following intended mission in mind:

To develop and deliver a Product over the timeline of a two (2) semester Senior Design course.

2 PURPOSE and SCOPE

The Parties intend for this MOU to provide a general understanding and expectations set forth by the Sponsor to deliver a Product at the conclusion of the second semester Senior Design course.

The Sponsor understands that the Senior Design course’s mission is education and advancement of knowledge, and, consequently, the development of a Product must further that mission. The Senior Design course does not guarantee specific results or any results, and the Product will be developed only on a best efforts basis. The Product is considered PROOF OF CONCEPT only and is NOT intended for commercial, medical, mission critical or industrial applications.

3 OBJECTIVES

The Parties shall endeavor to work together to discover the problem brought forth to the Senior Design Team by the Sponsor. It is through the problem discovery process that the Senior Design Team will use best practices and best efforts to design a product that will meet or exceed the expectations of the Sponsor.

The Senior Design Team will use project management processes and a systems engineering approach to build and deliver a solution to the Sponsor in the agreed upon term. The Senior Design Team understands that failure to deliver a product or solution, it will constitute a failed grade in the Senior Design course.

4 RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The Parties agree too regularly communicating general status or be responsive with each Party where applicable and reasonable. The Parties will agree on the preferred channel for this communication and may include email, voice, or video platforms.

The Parties agree to setup a regular meeting where each Party can share status, scope changes, or engage in

further problem discovery or evaluation of solutions.

The Sponsor will make all attempts to attend, in person or video call, the presentations by the Senior Design Team given appropriate and timely notice of schedule by the Senior Design Team.

The Sponsor will provide all necessary material, services, or software necessary for the Senior Design Team to build the solution. The Senior Design Team will not be responsible for any costs associated with the development of a product. The Senior Design Team will abide by the common laws of copyright, trademark, and licensing when using third-party components in the development of the Product.

The course instructor will act as mediator between Sponsor and the Team; and resolve any conflicts that may arise.

5 COMPENSATION

The Sponsor may help the Senior Design Team with funding for equipment needed, but there is no compensation for members of the Senior Design Team.

6 TERMS OF UNDERSTANDING

The term of this MOU shall be for a period of nine (9) months from the Effective Date and maybe extended upon written mutual agreement of both Parties.

7 CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

8 LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

9 AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by member of the Senior Design Team and the Sponsor and shall be effective as of the date first written above.

DocuSigned by:

449A338FBCEB436...
-Sofia Sadun

9/21/2022

Date

DocuSigned by:

E2B2FA9428934D8...
-Duncan McGonagle

9/21/2022

Date

DocuSigned by:

ACDB662916F244B...
-Hannah Carroll

9/21/2022

Date

DocuSigned by:

B5364831B78F41E...
-Brian Butterfield

9/22/2022

Date