SDSMT SENIOR DESIGN
SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (the "Agreement") is made between the SDSMT Computer Science

Senior Design Team ___The Moonrockers Software Team___,

<center>("Student Group")</center>

consisting of team members ___Kyle Lorenz, Kali Regenold, Johnathan Westlund___,

<center>("Student Names")</center>

and Sponsor ___Dr. Jason Ash & Moonrockers___,

<center>("Company Name")</center>

with address: ___SDSM&T - CM 128B___.

[Note: Bracketed material is included to suggest content that will vary with each agreement. I STRONGLY SUGGEST THAT THE INSTRUCTOR LOOK AT THE COMPLETED AGREEMENT BEFORE YOU SIGN IT!!]

1   RECITALS

1. Sponsor desires Senior Design Team to develop software for the Moonrocker's mining robot to compete in the NASA RMC.

2. Senior Design Teams willing to develop such Software.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Team and Sponsor agree as follows:

2   EFFECTIVE DATE

This Agreement shall be effective as of ___2018, 09, 28___ (the "Effective Date").

3   DEFINITIONS

1. "Software" shall mean code to operate the robot and any relevant tools or platforms required to run said code.

2. "Acceptance Criteria" means the written technical and operational performance and functional criteria and documentation standards set out in the design document.

3. "Acceptance Date" means any date prior to the Design Fair that will signify the deadline of a specific software goal.

4. "Deliverable" means a deliverable specified in the design document deliverable section.

<center>1</center>

5. "Delivery Date" shall mean, with respect to a particular Milestone, the date on which University has delivered to Sponsor all of the Deliverables for that Milestone in accordance with the design document and this Agreement. This must be before the end of the semester.

6. "Documentation" means the documents, manuals and written materials (including end-user manuals) referenced, indicated or described in the design document or otherwise developed pursuant to this Agreement.

7. "Milestone" means the completion and delivery of all of the Deliverables or other events which are included or described in design document scheduled for delivery and/or completion on a given target date; a Milestone will not be considered completed until the Acceptance Date has occurred with respect to all of the Deliverables for that Milestone.

4   DEVELOPMENT OF SOFTWARE

1. Senior Design Team will use its best efforts to develop the Software described in design document deliverable section. The Software development will be under the direction of or his/her successors as mutually agreed to by the parties ("Team Lead") and will be conducted by the Team Lead. The Team will deliver the Software to the satisfaction of the course instructor that reasonable effort has been made to address the needs of the client. The Team understands that failure to deliver the Software is grounds for failing the course.

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

3. The Senior Design instructor will act as mediator between Sponsor and Team; and resolve any conflicts that may arise.

5   CONSULTATION AND REPORTS

1. Sponsor's designated representative for consultation and communications with the Team Lead shall be

   Kali Regenold _____ or such other person as Sponsor may from time to time designate to the Team Lead ("Designated Representative").

2. During the Term of the Agreement, Sponsor's representatives may consult informally with course instructor regarding the project, both personally and by telephone. Access to work carried on in University facilities, if any, in the course of this Agreement shall be entirely under the control of University personnel but shall be made available on a reasonable basis.

3. The Team Lead will submit written progress reports. At the conclusion of this Agreement, the Team Lead shall submit a comprehensive final report in the form of the formal course documentation at the conclusion of the Senior Design II course.

6 INTELLECTUAL PROPERTY RIGHTS

Moonrockers owns all systems developed. The Team Members reserve the right to host individually developed segments of code/algorithms online or else where with the recognition of Moonrockers.

7 WARRANTIES

The Senior Design Team represents and warrants to Sponsor that:

1. the Software is the original work of the Senior Design Team in each and all aspects;

2. the Software and its use do not infringe any copyright or trade secret rights of any third party.

No agreements will be made beyond items (1) and (2).

8 INDEMNITY

1. Sponsor is responsible for claims and damages, losses or expenses held against the Sponsor.

2. Sponsor shall indemnify and hold harmless the Senior Design Team, its affiliated companies and the officers, agents, directors and employees of the same from any and all claims and damages, losses or expenses, including attorney's fees, caused by any negligent act of Sponsor or any of Sponsor's agents, employees, subcontractors, or suppliers.

3. NEITHER PARTY TO THIS AGREEMENT NOR THEIR AFFILIATED COMPANIES, NOR THE OFFICERS, AGENTS, STUDENTS AND EMPLOYEES OF ANY OF THE FOREGOING, SHALL BE LIABLE TO ANY OTHER PARTY HERETO IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL OR SPE-
CIAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THESE TERMS ARE WAIVED.

9 INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

10 TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and extend until the end of classes of the second semester of Senior Design (CSC 467), unless sooner terminated in accordance with the provisions of this Section ("Term").

2. This Agreement may be terminated by the written agreement of both parties.

3. In the event that either party shall be in default of its materials obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the thirty (30) day period.

4. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

11 GENERAL

1. This Agreement constitutes the entire and only agreement between the parties relating to the Senior Design Course, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

2. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of South Dakota.

12 SIGNATURES

Kyle Lozermy   _9-27-18_

Replace with name of student #1   Date

Jahithn Westland   _9-27-18_

Replace with name of student #2   Date

Kal D   _2018-09-28_

Replace with name of student #3   Date

Jason Ost   _9-28-18_

Replace with name of sponsor's representative   Date