

# 外判软件模块开发

合同书

二零零三年五月

甲方名称: Expo World Limited  
地址: 香港九龙旺角太子道西 162 号华邦商业中心 15 楼 1509-1510 室  
邮政编码:  
电话: 138-2228-2283 传真:  
联系人: 苏少伟

乙方名称: 宝升发展有限公司  
地址: 广州市湛江中路 203 号天字广场 511、512 室  
邮政编码:  
电话: 8336 2009 传真: 8336 2726  
联系人: 叶国荣

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根据《中华人民共和国合同法》的规定, 合同双方就乙方向甲方提供“外判软件  
模块开发”服务事宜, 经过友好协商达成一致, 确立本合同, 以明确双方的权利、  
义务, 确保双方共同执行。

#### 一. 乙方的责任

- 1, 乙方向甲方提供“外判软件模块开发”服务(以下简称模块), 详细内容见附件一; 时间表及维护表见附件二;
- 2, 于甲方提出对乙方派出技术人员协助甲方将系统整合于甲方产品内。
- 3, 每月就附件一内所列各模块提供详细开发数据, 包括各模块开发所用的工日、  
费用, 进度估算等。

#### 二. 甲方的责任

- 1, 按时验收系统, 依时交付货款, 时间表见附件二。

### 三. 合同金額

本合同金額为人民币四百萬元。

### 四. 不可抗力

甲乙双方的任何一方由于不可抗力的原因(如战争、大自然灾害等)不能履行此合同时,应及时通知对方不能履行或不能完全履行此合同的理由,双方协商决定延期履行、部分履行或不履行此合同,双方对此互不承担赔偿责任,并根据情况可部分或全部免除合同责任,但法律另有规定的除外。

### 五. 保密及版权条款

本合同未经双方同意,任何一方不得以任何方式公开本合同及附件内容,向政府部门、机关或机构申报除外。本合同开发的模块的知识产权及其利益,以及其后所引发的所有利益,完全属于甲方。

双方签署及盖章

甲方

Expo World Limited

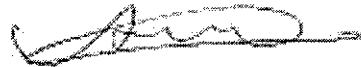
甲方代表:



乙方

宝升发展有限

乙方代表:



根据由甲方提供的数据库规格及要求，设计在线数据分析处理(OLAP)模型。其基本要求包括：

- a. 提供 OLAP 分析和预定义报表
- b. 定义 OLAP 数据立方体需求
- c. 提供 OLAP 数据立方体设计说明
- d. 提供定式报表、多维分析立方体及多维分析报表体系结构说明书
- e. 利用 Impromptu Catalogs 于建立数据立方体获取数据和进行查询
- f. 提供有关用户手册及维护文档
- g. 使用 Cognos PowerPlay Transformer 建立多维分析立方体；
- h. 实现通行的分析主题：公共管理 / 绩效考核 / 财务管理 / 经营分析 / 客户关系管理 / 业务监控 / 电子报表。

以上各软件具体详细内容繁杂，将由双方以工作会议议定，乙方以进度报告通知甲方工作过程。其中 a 至 g 项为单一客户模块，乙方须分别报告，h 项为指定客户模块，甲方须尽快向乙方提供甲方客户要求以作客户化调整。

附件二 - 時間表

	甲方	乙方
合同簽署		
開發期		四個月
Alpha 版付運及驗收		
2003年12月10日前	付乙方人民幣二百五十萬	
第一修正版		四個月
第一修正版付運及驗收	付乙方人民幣五十萬	
正式付運前修正		二個月
正式付運版付運及驗收	付乙方人民幣六十萬	
正式付運后二個月	付乙方人民幣四十萬	
	甲方共付乙方人民幣四百萬	
維護期		付運后六個月

# Outsourcing of Software Module Development

## Contract

May 2003

The following is a translation of the Contract performed by an independent third party consultant. VisionSky does not certify the accuracy of the translation provided.

“Party A”: Expo World Limited

Address : Rooms 1509-1510, Building 15, Huabang Business Center, 162 Prince Street West, Mongkok, Kowloon, Hong Kong

Postcode :

Telephone : 138-2228-2283                      Fax :

Contact Person : Chen, Shaowei

“Party B” : Baosheng Development Ltd.

Address : Rooms 511 and 512, Tianzi Square, 203 Yanjiang Zhonglu Street, Guangzhou, Guangdong

Postcode :

Telephone : 8336 2009                      Fax : 8336 2726

Contact Person: Ye, Guorong

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According to regulations in *the Contract Law of the People's Republic of China*, both parties of the contract came into agreement that Party B will provide Party A with services for outsourced software module development after friendly negotiations. The aim of this contract is to define and ensure the rights and responsibilities of each party.

I. Responsibilities of Party B

1. Party B will provide Party A with services of outsourced software module development (henceforth referred to as “module”). Details can be found in Appendix 1 while the timetable and maintenance period can be found in Appendix 2.
2. At the request of Party A, Party B should send technical support personnel to help Party A integrate the system with Party A’s products.
3. Party B will provide detailed monthly data related to the development of every module included in Appendix 1, such as work hours, costs, and progress assessments.

II. Responsibilities of Party A

1. To check and accept the software system and pay on time. See the time schedule in Appendix 2.

III. The Value of the Contract

The value of the contract is four million dollars RMB.

IV. Forces Majeure

When Party A or B can not complete the contract because of any force majeure (such as wars, natural disasters etc.), they should inform the other party the cause immediately and the two parties will discuss any postponement of the schedule or decide to complete only part or none of the duties outlined in the contract. In this situation, neither party is entitled for financial compensation and depending on actual situations, parties may have part or all of their responsibilities removed, except when forbidden by law.

V. Privacy and Copyright Item

Without agreement of both parties, neither side is allowed to openly discuss the contents of the contract and the appendices in any form, except for declarations made to offices and departments of governments. The copyright of the modules developed for this contract and all benefits that derive from them belong to Party A completely.

Singatures and Seals of Both Parties

Party A

Expo World Limited

Party A Representative:

(Signature)

Party B

Baosheng Developing Ltd.(seal)

Party B Representative

(Signature)

Based on the database specifications and demands submitted by Party A, Party B shall design On-Line Analytical Programming (OLAP) modules. The basic requirements are listed below:

- a) Providing OLAP analysis and pre-defined report forms
- b) Defining OLAP database cube requirements
- c) Providing OLAP database cube design descriptions
- d) Providing manuals for formulary report forms, multidimensional analytical cubes and the multidimensional reporting system.
- e) Taking advantages of Impromptu Catalogs to build data cubes for acquiring and querying data.
- f) Providing related user manuals and maintenance files
- g) Using Cognos PowerPlay Transformer to build multidimensional analytical cubes.
- h) Finishing analysis on: public management / continual evaluation / financial management / operating analysis / client relationship management / services monitoring / electronic reporting.

Detailed contents of the items above are complicated and will be determined by work meetings of Parties A and B. Party B will use progress reports to inform Party A of the work progress. Items (a) to (g) above involve non-single-client modules and Party B should report each separately. Item h is for one specified client and Party A must provide Party B with client demands as soon as possible so that research can be done.

Appendix 2 – Timetable

	Party A	Party B
Signing of the Contract		
Development Period		Four months
Alpha version shipped, checked and accepted		
Before Dec. 10, 2003	Pay 2,500,000 dollars (RMB) to Party B	
1 <sup>st</sup> release candidate		Four months
1 <sup>st</sup> release candidate shipped, checked and accepted	Pay 500,000 dollars (RMB) Party B	
Correction before formal release		Two months
Formal release shipped, checked and accepted.	Pay 600,000 dollars (RMB) to Party B	
After two month of the shipping of the formal release	Pay 400,000 dollars (RMB) to Party B	
	Party A pay Party B 4 million dollars (RMB) in total	
Maintenance Period		Six months after shipping