Software Development and Maintenance Agreement

This Software Development and Maintenance Agreement (the "Agreement") is made and entered into as of June 1, 2025, by and between:

Client/Owner: Vincent Ekpe, located at 1 Ekorinim Road Calabar.
 AND
 Developer: Emmanuel Ezekiel Solomon, located at No. 6 Sterling Street Nwigwe port Harcourt, Nigeria.

1. Project Description

The Developer agrees to design, develop, and deliver a complete HMS software system (the "Product") based on the project scope and objectives as outlined or to be outlined by the Client. The Developer acknowledges that the Client shall have superior oversight and minimal involvement in the technical process.

2. Ownership

The Client shall retain full and exclusive ownership of all intellectual property rights, source code, design, documentation, and any work product created as part of this project. Upon final payment, all rights, title, and interest in the Product shall vest in the Client.

3. Payment Terms

The Client agrees to pay the Developer a fixed fee of **₦700,000 (Seven Hundred Thousand Naira)** for the complete development of the Product. The payment schedule shall be as follows (or you can modify based on agreement):

- 30% upfront on signing this Agreement
- 40% upon completion of development
- 30% upon delivery and deployment

4. Client Input and Supervision

The Client will provide overall supervision and guidance but will not be directly involved in the technical development. The Developer shall take responsibility for the planning, execution, and delivery of the software system.

5. Maintenance and Support

The Developer agrees to provide ongoing technical support, maintenance, and system monitoring for **one (1) year** from the date of deployment to ensure smooth operation. This includes:

- Bug fixes
- Minor updates
- General system health checks
- Addressing technical issues promptly

6. Confidentiality

Both parties agree to keep all proprietary and confidential information related to this project private and not disclose it to any third party without prior written consent.

7. Termination

Either party may terminate this agreement with written notice if the other party breaches any material term. In case of termination, the Developer will deliver all completed work to date and return any materials belonging to the Client.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

9. Entire Agreement

This document constitutes the entire agreement between the parties. Any amendments or modifications must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client/Owner Signature: _____
 Name: Vincent Ekpe
 Date: _____

Developer Signature: _____

Name: Emmanuel Ezekiel Solomon

Date: _____