SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20, by and between:

Developer: [Your Full Name or Company Name], with principal place of business at [Your Address], hereinafter referred to as the "Developer",

and

Client: [Client’s Full Name or Company Name], with principal place of business at [Client’s Address], hereinafter referred to as the "Client".

**1. Project Description**

The Developer has developed a pharmacy desktop application ("Software") as per the Client's specified requirements. The Software has been reviewed and approved for deployment by the Client.

**2. Payment Terms**

The total cost of the Software is LKR.\_\_\_\_\_\_\_\_\_.

The Client agrees to pay one-third (1/3) of the total cost upfront prior to system setup and deployment. The remaining balance shall be paid in equal or agreed installments within three (3) months of the initial payment.

Delays in payment may result in suspension of maintenance or further services.

**3. Free Update Period**

The Developer agrees to provide free updates and changes to the Software within the scope of the original requirements for a period of six (6) months from the date of deployment.

These updates include bug fixes, performance improvements, and adjustments aligned with the agreed-upon functionality.

**4. Additional Work Outside Scope**

Any feature requests, modifications, or enhancements outside the original agreed-upon requirements shall be considered additional work. Such work will be subject to additional charges at a rate mutually agreed upon in writing before commencement of the work.

**5. Ownership and License**

Upon full payment, the Client shall receive a non-exclusive, perpetual license to use the Software for internal business purposes. The Developer retains ownership of the source code and intellectual property unless otherwise agreed in writing.

**6. Termination**

Either party may terminate this Agreement with written notice if the other party materially breaches any obligation and fails to rectify the breach within 14 days of written notice.

**7. Limitation of Liability**

The Developer shall not be liable for any indirect, special, or consequential damages arising out of the use or inability to use the Software.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Your Country/State].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Developer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Your Full Name]

Date: \_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Client’s Full Name]

Date: \_\_\_\_\_\_\_\_\_\_\_