Web based Solution for Trading Sri Lankan Agricultural Foods/Crops

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on 31ˢᵗ October, 2020 between DSCI, and Mr.Prabhath Gunathilake, and shall be effective as of 31ˢᵗ October, 2020 (the "Effective Date").

WHEREAS, Developer is engaged in the business of software development,

WHEREAS, Client wishes to utilize the services of the Developer in connection with the development of certain software identified as **Web based Solution for Trading Sri Lankan Agricultural Foods/Crops** (the "Software").

NOW, THEREFORE, Developer and Client agree as follows:

1. **Scope of Services (SOW)**

   Developer will perform the services described in Exhibit A (the "Work"), in order to develop and implement the Software according to specifications (Attachment A : Phase 01) and completion time set forth therein. Client will cooperate with Developer's reasonable requests for information and data necessary for the completion of the Work.

2. **Term and Termination**

   Unless terminated as provided herein, this Agreement shall commence on the Effective Date and will extend to and terminate upon completion of Developer's work. Client may terminate this agreement without cause upon thirty (30) days written notice. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach.

3. **Price and Payment Terms**

   Client will pay Developer for the Work at according to the proposals rendered by Developer during the term of this agreement. Developer shall invoice Client before starting the project and 50% of the project cost to be paid before staring the project and another 25% to paid with the first version while rest to be paid after the User Acceptance Test (UAT). Client shall deliver funds to Developer within fourteen (14) days of receipt of an invoice from Developer. In the event of termination without cause, Client agrees to pay Developer for all of Developer's Work performed up to the date of termination.

4. Ownership of Intellectual Property

To the extent that Developer has received payment of compensation as provided in this Agreement, Developer hereby assigns to Client all rights, title, and interest in any intellectual property created of developed by Developer for Client under this Agreement.

5. Confidential Information

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer's Work. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. The obligations of confidentiality will extend for a period of 30 days after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Developer warrants the Developer's Work will be performed in a workmanlike manner and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Relation of Parties

The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this agreement will create or imply an agency relationship between Developer and Client.

8. Hardware

Developers do NOT provide any hardware solutions with this Software.

8. Data backup

The Client is responsible to take necessary database backup as required. Developers do NOT responsible for taking backup. However, the Developers will restore the Software in case of software damage.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

DEVELOPER: CLIENT:

DSCI Pvt.Ltd   Mr.Prabhath Gunathilake

By: Damith Hathurusinghe   By: _____
     Signature   Signature

Name: H.A.D.D.N. Hathurusinghe   Name:

Title: Leader   Title: _____

Telephone: 071 136 4518   Telephone: (_____) _____

E-mail address:
damithhathurusinghe@gmail.com   E-mail address: _____