



Software Development Agreement



AUGUST 12, 2021
CLARINGTING ATLANA
45/A, Gonagaha,

This Software Development Agreement states the terms and conditions that shall govern the contractual agreement between Clarington Atlana having its principal place of business located at 45/A, Gongaha, Makewita and Dilshan Praneeth having its principal place of business located at E-159 Higurawhere [who agrees to be bound by the terms of the Agreement. This shall be effective as of 2021/08/12.

Claringting Atlana (pvt) ltd is engaged in the business of software development, whereas, client wishes to utilize the services of Claringting Atlana (pvt) ltd in connection with the development of certain software identified as **SL Smart Crypto** website.

In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Developer and the Client agree to the following terms:

❖ **Scope of Service**

Claringting Atlana (pvt) ltd will develop and implement the software according to the specifications and completion times set forth therein. Client will cooperate with Dvelopers's reasonable requests for information and data necessary for the completion of the work. However, the source code will not be available to you.

❖ **Term and Termination**

Unless terminated as provided herein, this Agreement shall commence on 2021/08/12. The Client may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to resolve such a breach within one month of notification of such a breach. This agreement will be valid for three years and if the clients wishes to leave before the three years validation, he/she should submit a letter to the developing company and make a payment of 97,500.

❖ **Price and Payment terms**

Client will pay at Claringting Atlana (pvt) ltd for the work at the price and on the terms set forth in the Development Order Form and/or Statement of Work. All payments should be in Claringting Atlana (pvt) ltd. The price set forth in this SL Smart Crypto website Development Agreement does not include taxes. If Claringting Atlana (pvt) ltd is required to pay any state or local taxes based on the services provided under this SL Smart Crypto website Development Agreement, these will be separately billed to client. Claringting Atlana (pvt) ltd will not be liable for any interest or penalties incurred due to late payment or non-

payment of these taxes by client, but instead Client will be fully responsible for payment of said interest and penalties. Moreover, the annual payment you will pay to Claringting Atlana would be 32,500 and it should be paid before 2021/08/12 every year.

❖ Warranty and Remedies

The Claringting Atlana (pvt) ltd warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards.

The software has not been modified, changed, or altered by anyone other than the Claringting Atlana (pvt) ltd; the operating environment, including both hardware and systems software, meets the Claringting Atlana (pvt) ltd DEVELOPER's recommended specifications; the computer hardware is in good operational order and is installed in a suitable operating environment. If the Software malfunctions or in any way does not operate according to the Specifications within the first month after delivery of software, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

Client promptly notifies the Claringting Atlana (pvt) ltd of its need for service;

- CLIENT provides adequate troubleshooting information and access so that the Claringting Atlana (pvt) ltd can identify and address problems.
- In addition, all fees due to the Claringting Atlana (pvt) ltd have been paid.
- THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTANANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY THE CLARINGTING ATLANA UNDER IT, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT's sole and exclusive remedy and the Claringting Atlana (pvt) ltd DEVELOPER's only obligation under this warranty is to redo the Services until the SOFTWARE conforms to the most recent specification stated in the documents listed in Supplement A.
- CLIENT ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE UNIVERSITY, IT FACALTY, STAFF, STUDENTS, OR REGENT BE LIABLE FOR ANY COST, LOST, EXPENSE, OR

DAMAGE TO RECIPIENT IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. END USER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER, ITS FACALTY, STAFF, STUDENTS, OR REGENTS SHALL NOT BE LIABLE TO END USER FOR ANY INDIRECT, INCIDEBTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF THE UNIVERSITY, IT IS FACALTY, STAFF, STUDENTS, OR REGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- RECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER, ITS FACALTY, STAFF, STUDENTS, OR REGENTS AGAINTS ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO CLIENT'S UNAUTHORIZED USE OR MISUSE OF THE SOFTWARE.

Claringting Atlana (pvt) ltd does not involve any internal processes in the use of this software. Claringting Atlana (pvt) ltd is not involved in any legal proceedings. All legal matters belong to the client. Claringting Atlana (pvt) ltd will only develop and maintain this software. However, if the clients wishes to do any minor changes or any updates in the software, the developer of Claringting Atlana (pvt) would update it according to your requirements without any payment, but this is valid only for the first month after rendering the software to the client. Moreover, if the client wishes to do any major changes, the Claringting Atlana (pvt) would charge a payment from the client.

❖ Ownership of Intellectual Property

To the extent that Claringting Atlana (pvt) ltd has received payment of compensation as provided in this agreement, Claringting Atlana (pvt) ltd hereby assigns to Client all rights, title, and interest in any intellectual property created of developed by Claringting Atlana (pvt) ltd for Client under this Agreement. However, the first priority would be given to the Rules and Regulations of the Claringting Atlana (pvt).

❖ No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both parties.

❖ **Applicable law**

The Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Sri Lanka.

IN WITNESS WHEREOF, each of the parties has executed this Software Development Agreement, both Parties by duly authorized officer, as of the day and year set forth below.

❖ **Delivery**

The Software shall function in accordance with the Specifications on or before the Delivery Date.

- If the Software as delivered does not conform to the Specifications, the Client shall within the first month of the Delivery Date. Notify the Developer in writing of the ways on which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

CLARINGTING ATLANA (PVT) LTD

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Dilshan Praneeth

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CLARINGTING ATLANA (PVT)LTD