



# **DEVELOPMENT AGREEMENT**

**11 / 22 / 2020**

This Agreement Valid only for 3 month  
after the Delivery Date

This Application Development Agreement states the terms and conditions that govern the contractual agreement between verteX (whom that will be mentioned as 'Developer' from here onwards) and the Client, who agrees to be bound by this Agreement.

WHEREAS, the Client has web based application, which is described in further detail on Exhibit A, and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

## **1. Developer's duties**

The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A.

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client.

2. For a period of 1 month after delivery of the final product(Front-End), the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation of the Software free of charge and billed to the Client at a rate as the cost for any assistance and maintainance thereafter. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Software within 24 hours of the request.
3. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.
4. The Client may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within 1 month of notification of such a breach.
5. The Developer shall provide to the Client after the Delivery Date, a cumulative 3 days of training with respect to the operation of the Software if requested by the Client.

## 2. Delivery

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

1. If the Software as delivered does not conform with the Specifications, the Client shall within 1 month of the Delivery Date notify the Developer in writing of the ways in 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.

2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within 14 days of the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described in Section 2(A) herein.

### **3. Compensation**

In consideration for the Service, the Client shall pay the Company with a maximum total fee for all work under this Software Development Agreement of 150,000 LKR. An amount of 30% of the maximum total fee should be paid by the Client to the Developer before the project start. The development of the system will be started once the initial payment is settled. Fees billed shall be due and payable upon the Developer providing the Client with an invoice. For the rest of the payment, invoices will be provided for work completed by the developer in two stages.

### **4. Intellectual property rights in the software**

The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

### **5. Change in specifications**

The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client,

then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay and additional expense shall be made solely by the Developer.

## **6. Confidentiality**

The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software's code, the Specifications, or the Client's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

## **7. Developer warranties**

The Developer represents and warrants to the Client the following:

1. The company is not responsible for application deployment processes and production environment setup process.
2. The company only develop identified requirement that included in previously submitted UI designs and process. Any other requirement will add extra cost and time.
3. For a period of 6 months after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

## **8. No modification unless in writing**

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

## **9. Applicable law**

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Sri Lanka and subject to the exclusive jurisdiction of the federal and state courts located in Sri Lanka.

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

# Exhibit A

## Software specifications

Provided by the client

### RFQ Project Requirement Analysis For Web App

#### User Role

- Login Page (Sign in / Sign up / Forget pw / Social media login)
- Home Page (Currently bought modules - Buy module link if none, New modules, , ,
- About us page
- Category Page (Categories as subjects as in the requirement) - Dropdown filter
- Video Content Page (Filter by Categories)
- User Profile Page (Profile Pic / Recent video watch / Subscriptions / Suggested Videos, completion status of existing modules, referral bar/ Achievement badges (Completed science, referred 5 users )
- Search Results page
- Payment Checkout Page (Suggest additional modules/ Bundles)
- Sample Question and Answers page (MCQs)
- Watching the video page
- FAQ Page?

#### Admin Role

- Login page
- Admin Dashboard (Manage Users / Reports / Manage Ratings / Financial)
- Sales Partners Page
- Messaging Gateway page
- Manage Videos Page (Video upload / Edit / Analytics on video etc)

\*We are responsible only for front-end implementation of above User & Admin Interfaces. and additional requirement will charge separately.

\*We are not responsible for any backend implementations & Security.

## Exhibit B

### Milestone schedule

#### Project Timeline and Milestones

Milestone	Description	Date	Amount
Project commencement	Developer shall commence the development once client makes an advance payment of 40% of the agreed full budget of LKR 150,000	2020 / 11 / 21	60, 000 LKR
1st Phase Release	1 <sup>st</sup> Phase shall include below  UI / UX Design with full prootype of the system	2020 / 12 / 10	20, 000 LKR
2nd Phase Release	2 <sup>nd</sup> Phase shall include below  Front-end Implementation	2020 / 01 / 10	70, 000 LKR

The milestone dates can be changed as the deliverables.



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solve your **problems.****



**OUR HQ**

65/B Awissawella Rd,  
Bomiriya, Kaduwela



**HOTLINE**

075 57 84 266 /  
0112 70 76 76



**WEBSITE**

[www.vertex.lk](http://www.vertex.lk)