

SIMPLE SOFTWARE SERVICES AGREEMENT

SOFTWARE SERVICES AGREEMENT

____ (“Effective Date”), _____ (“Developer”) and
_____ (“Client”), agree (this “Agreement”) as follows:

1. **Services and Payment.** Developer agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A.

1.2 Payment must be made by check payable to _____, and presented in person or sent to _____.

1.3 The first billing period (“Billing Period”) begins with the Effective Date and 11:59 p.m. the following Sunday. Subsequent Billing Periods last two weeks starting and ending on 11:59 p.m. Sunday for the duration of the working Agreement.

1.4 Invoices will be issued at the end of each Billing Period and due 30 days later (net 30 terms).

2. **Ownership; Rights; Proprietary Information; Publicity.** The Client retains all right, title and interest to content provided for the work.

2.1 The Developer grants the Client a non-expiring, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, display, sublicense and distribute (except where prohibited by law) the content and work completed during each Billing Period after the invoice for that Billing Period is paid to the Developer.

3. **Warranty.** Developer warrants that the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Developer may have to others.

4. **Termination.** Either party may terminate the contract at any time through written request. The Client shall upon termination pay Developer all unpaid amounts due for Services completed prior to notice of termination.

5. **Relationship of the Parties.** Each party shall be and act as an independent contractor and not a partner, joint venturer, or agent of the other.

5a. Client is fully authorized and empowered to enter into this Agreement.

5b. Client representative _____ is fully authorized and empowered to serve and shall serve as the point of contact for the Client to the Developer.

6. **Late fees.** Payments not received by the invoice due date will result in work cessation.

Developer reserves the right to refuse completion or delivery of work and disable functionality of delivered work until past due balances and any and all late fees are paid. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.

7. **Notice.** All notices under this Agreement shall be in writing.

8. **Miscellaneous.** No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

EXHIBIT A

Services & Fees

Services:

Term:

The term will continue until the first of the following to occur: services are completed or the Agreement is terminated under Section 4.

Fees:

Down payment of _____ required for commencement of work

Hourly fee of _____

Hours not to exceed 80 hours per 2-week Billing Period

