Application Development Agreement - Section Summaries

# 1. Purpose

This section explains that the developer is hired to build an application for the client. It refers to a separate list of services in Exhibit A.

# 2. Compensation

This section states that payment details, including total cost and schedule, are in Exhibit A. Payments are made in installments.

# 3. Term

This section states the contract starts on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ends after the warranty period unless ended earlier by Section 4.

# 4. Termination

This section gives both parties ways to cancel the agreement. It explains how and when each party can end the contract and what must happen after.

# 5. Responsibilities

This section lists duties of the developer and client. The developer must build the app, test it, support it, and help with launch. The client must give support, content, and feedback.

# 6. Confidential Information

This section ensures the developer keeps all client business info secret and does not share it without permission.

# 7. Parties’ Representations and Warranties

Both sides promise they are legally allowed to enter the agreement. The developer agrees to do the work independently and follow the law.

# 8. Application Representations and Warranties

The developer promises the app will be free of bugs and harmful code, and will match the client's expectations for 90 days after launch.

# 9. Timing and Delays

This section says the developer must follow the timeline. If delayed, the developer must explain why and fix it. Delays from the client are not the developer's fault.

# 10. Nature of Relationship

The developer is not an employee. They are an independent contractor. The client does not provide benefits or pay employment taxes.

# 11. Work for Hire

Anything the developer creates belongs to the client. If needed, the developer must sign documents to prove the client owns it.

# 12. Return of Property

When the contract ends, the developer must return all client property and not keep any files or copies.

# 13. Indemnification

Each party agrees to protect the other from legal or financial trouble caused by their mistakes or contract violations.

# 14. Intellectual Property

The developer promises the app won’t copy others’ work. The client confirms they own the content they give. The app belongs to the client.

# 15. Amendments

Any changes to this agreement must be in writing and signed by both parties.

# 16. Assignment

The client can assign the contract. The developer needs permission to assign work, except to receive payments.

# 17. Successors and Assigns

This agreement continues to apply to anyone who takes over the responsibilities of either party.

# 18. Force Majeure

If a disaster (like a fire or war) happens and delays work, that party is not responsible, but they must notify the other and try to fix it.

# 19. No Implied Waiver

If a party lets something slide once, it doesn’t mean they give up their right to enforce it later.

# 20. Notice

This section gives the contact details of each party. Official messages must be sent to these addresses.