Software Development Agreement

This Software Development Agreement is made effective _____
by and between Dakota Moore ("I", "me", or "developer" in this document) and
Craig Stansbury('you' or 'client' in this document).

Introduction

I will always do my best to fulfil the needs of the client and meet their goals but it is
important to list some terms that both you and I can agree to so that we have a document
that either of us can refer to in case a problem or concern arises during the development
or delivery of the software.

Project Summary

You, the client, are hiring me, Dakota Moore, to develop a computer application for the
estimated total price that can be seen below in the payment section. The proposed
application, Code Clapper, is based on an original software created by Hendrik
Swanepoel, who provided his source code to the client for this development.

What Do Both Parties Agree To Do?

As my client, you agree:
- To provide the developer with the source code provided to you.
- To provide the developer with enough information, details, requirements,
  concerns, and any other data I may request at any stage in the development for me
  to fully understand and complete the project,
- To review my work and provide feedback or concerns about any work done
  within the agreed timescales.

- To be bound by any dates that are set and agreed upon by both parties regarding deadlines.
- To reach out with any concerns about the development or deliverables.
- To deliver in full the agreed payment amounts for both the down payment and the final payment.

<u>As the developer, I agree:</u>
- I have the experience and ability to perform the services you're requesting of me.
- I will carry this service out in a professional and timely manner.
- I will respect any confidentiality of any information you supply me.
- I will work to meet all the deadlines set but can't be responsible for a missed deadline if it's due to not getting a response or lack of required materials needed to continue the development, or if you did not review and sign off on the previous work on-time and it caused delays.

Details of Proposed Work

You are hereby retaining my services to research, develop, deliver a computer application that satisfies the requirements outlined in the development proposal document. I agree to follow the development plan and schedule to the best of my abilities and to inform the client of any potential problems that could affect the agreed upon timeline. I agree that I will actively work on the project every week (unless special circumstances come up and are discussed with the client) and that all time spent on the project is as evenly productive as possible to maintain or exceed the expected timeline.

Changes & Revisions

If you decide to change your mind on any functionality or want to add anything new then I will do my best to accommodate it. The price and time estimates are based on the current functionality and timeline, any major changes would possibly result in changes to the cost or time required for development. I ask that you try and limit the number of changes or alterations requested the further into development I get, sometimes small changes can require rewriting entire functions and I'm sure you'd like to minimize the amount of hours wasted during development.

Cancelling

If at any time the client decides to cancel our agreement, the minimum amount of hours would still apply and the remaining amount not covered by the down payment would be owed immediately upon cancellation.

Ownership and Licenses

The Client Owns All of Code Clapper. The client shall retain all of their intellectual property rights for any file owned and shared with the developer for use in the software development, as well as the rights of any files created during the development of Code Clapper. Upon delivery, all code and files used during the development shall be your property to do with as you'd like.

Payment Schedule

As previously discussed, the full payment amount for the developer will be based on the amount of hours that were needed to develop the software, with a minimum and maximum amount of hours that will be initially worked. 100 hours is a much higher than expected amount of time to be spent on development and therefore is an initial maximum. Twenty percent of the expected final amount will be paid to the developer before development starts. Upon a final review of the deliverables, the client will pay the remaining amount owed for the hours worked. Upon receivement of payment, I will deliver all of the files pertaining to the project and ownership of any work relating to or done on Code Clapper will belong to the client. The payment estimation is as follows:

Hours Worked	Compensation
Less than 40	$1,200
40-100 [$25/hour]	$1,000-$2,500
Greater than 100	$2,500 + TBD

Legal Precautions

I will, to the best of my ability and knowledge, ensure that my code and documentation is as error-free and commented as possible and will use the best practices to maintain compatibility with any future upgrades to the operating system or environment, but cannot guarantee full functionality of the program if major changes are made to the operating environment in the future beyond the upcoming macOS and iOS updates.

I am not liable to you or any third party for damages, loss of profit, or any other special damages that may arise due to operation or inability to operate the software.

By signing below, both parties hereby agree that we have read and agree to all of the terms and conditions as they are stated above in this software development agreement.

Client's Printed Name:	
Client's Signature:	

Developer's Printed Name:	
Developer's Signature:	