



# Software Development Contract Template

Prepared for

[Recipient Name]

[Company Name]

Prepared by

[Sender Name]

[Company Name]

# 1. Introduction

This Software Development Contract (the "Agreement") is entered into on [Date of Agreement], (the "Effective Date"), by and between:

## Client:

- Name: [Client's Full Legal Name]
- Address: [Client's Address]
- Contact Email: [Client's Email Address]
- Contact Phone: [Client's Phone Number]

## Developer:

- Name: [Developer's Full Legal Name]
- Address: [Developer's Address]
- Contact Email: [Developer's Email Address]
- Contact Phone: [Developer's Phone Number]

Collectively, the Client and Developer shall be referred to as the "Parties."

This Agreement outlines the terms and conditions under which the Developer will provide software development services to the Client. By entering into this Agreement, the Parties agree to the terms set forth herein.

Effective Date: This Agreement becomes effective on [Date of Agreement], the Effective Date.

# 2. Scope of Work:

## 2.1 Project Description:

- The Developer shall provide software development services to create [Description of Software/Project], hereinafter referred to as the "Software."
- The Software shall include [List Key Features and Functionalities].

## 2.2 Project Objectives:

- The primary objectives of this project are to [State Project Objectives and Goals].

### 2.3 Deliverables:

- The Developer shall deliver the following key milestones and deliverables:
  - [List Milestones and Deliverables]
- Each deliverable shall be subject to Client's acceptance and approval as outlined in Section 7 (Warranties).

### 2.4 Project Timeline:

- The estimated project timeline is as follows:
  - Project Start Date: [Start Date]
  - Project Completion Date: [End Date]
- The Parties shall work collaboratively to meet project milestones and deadlines as specified in this Agreement.

### 2.5 Change Requests:

- Any changes to the scope of work must be requested in writing and agreed upon by both Parties.
- Changes may impact project timelines and costs, and the Parties shall negotiate in good faith to address such changes.

## 3. Compensation and Payment Terms:

### 3.1 Payment Amount:

- In consideration for the services provided under this Agreement, the Client shall pay the Developer a total amount of [Total Payment Amount].

### 3.2 Payment Schedule:

- Payment shall be made according to the following schedule:
  - [Specify Payment Milestones and Due Dates]
- The Parties may agree to additional payment milestones and terms in writing as needed.

### 3.3 Late Payment:

- If the Client fails to make a payment by the due date specified in this Agreement, a late fee of [Late Fee Amount or Percentage] shall be applied to the outstanding balance.

### 3.4 Payment Method:

- Payment shall be made via [Payment Method] to the Developer's designated account as provided by the Developer.

### 3.5 Expenses:

- The Client shall reimburse the Developer for any project-related expenses incurred, including but not limited to [List Reimbursable Expenses].

### 3.6 Taxes:

- The Client is responsible for any applicable taxes, including sales tax, related to the services provided under this Agreement.

### 3.7 Currency:

- All payments shall be made in [Currency] unless otherwise agreed upon in writing by the Parties.

## 4. Intellectual Property and Ownership:

### 4.1 Ownership of Software:

- Upon full payment by the Client of all fees and expenses as specified in Section 3, all rights, title, and interest in the Software, including any intellectual property rights, shall belong to the Client.

### 4.2 License to Client:

- The Developer grants the Client a non-exclusive, worldwide, royalty-free license to use, modify, and distribute the Software for [Intended Purpose].

### 4.3 Developer's Rights:

- The Developer retains the right to use the Software for its portfolio, marketing, and promotional purposes, including displaying it as part of the Developer's work.

### 4.4 Third-Party Components:

- Any third-party components or libraries used in the Software shall be subject to their respective licenses, and the Client shall comply with those licenses.

#### 4.5 Open Source Software:

- The Developer shall disclose any open-source software used in the Software and provide the Client with relevant licenses and attributions.

### 5. Warranties and Disclaimers:

#### 5.1 Developer's Warranty:

- The Developer represents and warrants that it has the necessary skills and expertise to perform the services under this Agreement in a professional and competent manner.

#### 5.2 Software Warranty:

- The Developer warrants that the Software will function as described in the project specifications and will be free from material defects under normal use for a period of [Warranty Period] from the date of delivery.

#### 5.3 No Other Warranties:

- Except for the warranties expressly stated in this Agreement, the Developer makes no other warranties, whether express, implied, or statutory, regarding the Software or its performance.

#### 5.4 Client's Acknowledgment:

- The Client acknowledges that software development inherently involves risks and that the Software may not be error-free. The Client accepts the Software on an "as-is" basis.

#### 5.5 Limitation of Liability:

- The Developer's liability for any claim arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client to the Developer for the services under this Agreement.

#### 5.6 Consequential Damages:

- In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement.

## 6. Termination:

### 6.1 Termination for Convenience:

- Either party may terminate this Agreement for convenience by providing [Notice Period] days' written notice to the other party. In such cases, the Client shall pay for all services performed by the Developer up to the date of termination.

### 6.2 Termination for Breach:

- If either party breaches a material term of this Agreement and fails to remedy the breach within [Cure Period] days after receiving written notice of the breach, the non-breaching party may terminate this Agreement immediately.

### 6.3 Return of Materials:

- Upon termination, the Developer shall promptly return to the Client all Client materials, documents, and data in its possession or control.

### 6.4 Survival:

- The sections of this Agreement that by their nature should survive termination (including, but not limited to, Sections 4, 5, 7, and 8) shall continue to be binding upon the parties.

## 7. Intellectual Property:

### 7.1 Ownership of Work Product:

- The Developer agrees that all work product created in the course of providing the services, including but not limited to software code, designs, and documentation, shall be the exclusive property of the Client.

### 7.2 License to Client:

- The Developer hereby grants the Client a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute the work product for its internal business purposes.

### 7.3 Third-Party Components:

- The Developer shall inform the Client of any third-party components or open-source software used in the development of the Software. The terms and conditions of any such components or software shall prevail in case of conflict with this Agreement.

#### 7.4 Client's Materials:

- The Client represents and warrants that it has the legal right to use any materials, including but not limited to software, data, and content, provided to the Developer for use in the project.

#### 7.5 Confidentiality of Source Code:

- The source code of the Software developed under this Agreement shall be treated as confidential information and shall not be disclosed to any third party by the Developer.

### 8. Liability and Indemnification:

#### 8.1 Limitation of Liability:

- In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, including but not limited to lost profits, loss of data, or loss of business opportunities.

#### 8.2 Client's Indemnification:

- The Client agrees to indemnify and hold the Developer harmless from any claims, damages, liabilities, and expenses (including attorneys' fees) arising out of or in connection with the use of the Software, including any claims related to the Client's materials or use of the Software by the Client's employees or agents.

#### 8.3 Developer's Indemnification:

- The Developer agrees to indemnify and hold the Client harmless from any claims, damages, liabilities, and expenses (including attorneys' fees) arising out of or in connection with any third-party claims that the Software infringes upon the intellectual property rights of a third party.

### 9. Termination:

#### 9.1 Termination for Convenience:

- Either party may terminate this Agreement for any reason by providing [notice period] days' written notice to the other party. In such a case, the Client shall pay the Developer for all services performed up to the effective date of termination.

## 9.2 Termination for Cause:

- Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by the other party, provided that the breaching party fails to cure such breach within [cure period] days of receiving notice.

## 9.3 Effect of Termination:

- Upon termination of this Agreement, the Developer shall promptly deliver to the Client all work product and materials related to the project. The Client shall pay for any outstanding invoices for services performed.

## 9.4 Survival:

- Sections 7 (Intellectual Property), 8 (Liability and Indemnification), 10 (Confidentiality), and 11 (General Provisions) shall survive the termination of this Agreement.

# 10. Confidentiality:

## 10.1 Confidential Information:

- Both parties agree to keep all information exchanged during the course of this Agreement confidential. This includes, but is not limited to, project plans, designs, source code, business strategies, and financial information.

## 10.2 Non-Disclosure Obligation:

- Both parties shall use their best efforts to protect against the unauthorized disclosure of Confidential Information to third parties. They shall only disclose such information to employees or contractors who have a need to know for the purposes of this Agreement and who are bound by confidentiality obligations.

## 10.3 Exceptions:

- The obligations of confidentiality do not apply to information that is:
  - Already known to the receiving party prior to disclosure.
  - Publicly available or becomes public without breach of this Agreement.
  - Independently developed by the receiving party without reference to the disclosing party's Confidential Information.



- Required to be disclosed by law, court order, or government authority, provided that the receiving party gives prompt notice to the disclosing party to allow for protective measures.

#### 10.4 Return of Confidential Information:

- Upon the termination or completion of this Agreement, or upon the disclosing party's written request, the receiving party shall return or destroy all Confidential Information and any copies thereof.

## 11. General Provisions:

#### 11.1 Governing Law:

- This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law principles.

#### 11.2 Entire Agreement:

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

#### 11.3 Amendment:

- This Agreement may only be amended in writing and signed by both parties.

#### 11.4 Assignment:

- Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

#### 11.5 Notices:

- Any notices or communications required or permitted under this Agreement shall be in writing and sent to the respective parties at their addresses as set forth in this Agreement, or to such other address as either party may designate in writing.

#### 11.6 Counterparts:

- This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### 11.7 Waiver:

- The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it at a later time.

### 11.8 Severability:

- If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

## 12. Signatures and Effective Date:

### 12.1 Signatures:

- This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically, including by email or facsimile, shall be deemed original signatures for the purposes of this Agreement.

### 12.2 Effective Date:

- This Agreement shall become effective as of the date when both parties have executed it.

[Provider]

[Client]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_