SOFTWARE DEVELOPMENT CONTRACTUAL AGREEMENT

PARTIES

- This Software Development Contractual Agreement (hereinafter referred to as the "Agreement") is entered into on _____ (the "Effective Date"), by and between _____, with an address of _____ (hereinafter referred to as the "Client") and _____ with an address of _____ (hereinafter referred to as the "Software Developer") (collectively referred to as the "Parties").

SERVICES PROVIDED

- The Software Developer agrees to provide software development services as mutually agreed upon by both Parties. These services may include but are not limited to analysis, design, coding, testing, implementation, and maintenance of software systems. The specific scope of services, deliverables, and timelines shall be outlined in project documents or work orders agreed upon by both Parties. The Software Developer shall perform the services with reasonable care, skill, and diligence in accordance with industry standards.

The Parties agree upon the following services to be provided (optional)

1. _____
2. _____
3. _____
4. _____
5. _____

INTELLECTUAL PROPERTY

- Any software code, designs, or other materials developed by the Software Developer during the course of this Agreement shall be considered the exclusive property of the Client. The Software Developer agrees to assign all rights, title, and interest in such materials to the Client upon full payment.

CONFIDENTIALITY

- Both Parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the course of this Agreement, including but not limited to source code, algorithms, project specifications, and business strategies. This obligation of confidentiality extends to all employees, agents, or subcontractors involved in the project. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law. Both Parties agree to take all reasonable measures to protect the confidentiality of the other Party's Confidential Information, including implementing adequate security measures and restricting access to authorized personnel only. This obligation of confidentiality shall survive the termination of this Agreement.

TERMINATION

- Either Party may terminate this Agreement upon [insert notice period] written notice to the other Party for any reason. The terminating Party shall provide written notice specifying the effective date of termination. Upon termination, the Client shall compensate the Software Developer for any services rendered up to the date of termination, based on the agreed-upon payment terms.

- The Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of any necessary assets, accounts, or materials. Additionally, both Parties shall promptly return any property or Confidential Information belonging to the other Party. Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

FORCE MAJEURE

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

RENEWAL OF AGREEMENT

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

FEES

- The Client agrees to pay the Software Developer [insert amount] for the services provided, payable [insert payment terms]. Late payments will incur [insert late fee terms]. The Client is responsible for reimbursing any incurred expenses. Taxes, if applicable, are not included in the fees and are the Client's responsibility.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

- As such, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

CLIENT   SOFTWARE DEVELOPER

_____   _____

DATE   DATE

_____   _____