

Software Development Agreement

Waphil

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[Client's Name]

[Client's Company Name]

[Client's Address]

[City, State, Zip Code]

Scope of Work:

Website Development Project

Phase I: Requirements Gathering

During this phase, the Client will collaborate closely with Developer to understand the project's objectives, target audience, and specific features required. Additionally, comprehensive discussions will be held to finalize the website's design, functionalities, and overall architecture.

Phase II: Prototype Delivery

Upon completion of the requirements gathering phase, the Client will receive a prototype of the website. This prototype will serve as a visual representation of the final product, allowing the Client to provide feedback on the design and functionality. Iterative feedback sessions will be conducted to refine the prototype until it aligns perfectly with the project goals.

Phase III: Final Product Delivery

The final product will be built upon approved prototype, with the full-scale implementation of the website. This includes front-end and back-end development, integration of essential features, testing for functionality and performance, and user acceptance testing. The final product will undergo rigorous quality assurance measures to ensure a seamless user experience across various devices and browsers.

Payment Terms:

The Client agrees to pay the Developer according to one of the following payment structures:

☐ **Option A:**

Once off payment upon commencement of the project.

☐ **Option B:**

40% of the Total Chargeable Amount upon commencement of the project.

30% of the Total Chargeable Amount upon Prototype Delivery.

30% of the Total Chargeable Amount upon Final Product Delivery.

Intellectual Property Rights:

The Developer acknowledges and agrees that upon full payment of the Total Chargeable Amount as specified in the payment terms, all intellectual property rights, including but not limited to copyrights, trademarks, and any other proprietary rights related to the final product, shall be transferred to, and vested in the Client.

Terms and Conditions:

- The Client understands and agrees that all payments made to the Developer are non-refundable once the project commences. In the event of project termination or cancellation by the Client after the commencement of the project, the Client forfeits all payments made to the Developer up to that point.
- The Client understands that the agreed-upon payment structure is binding and commits to making the payments as per the conditions of the selected method. Failure to adhere to the payment schedule may result in project delays or other actions as deemed appropriate by the Developer."
- Late payments may be subject to interest at a rate of 5% per week.
- The project timeline is estimated based on cooperation and timely feedback from the Client.

By signing below, the Client acknowledges and agrees to the terms and conditions outlined in this Software Development Agreement.

_____ Date: _____

[Client's Name and Sign]