

# SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is made and entered into on this [Date], by and between:

**Infosys Technologies Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at Chennai hereinafter referred to as the "Client";

AND

**Mr. Madhan**, an individual software developer, residing at [Address], hereinafter referred to as the "Developer".

Collectively referred to as the "Parties" and individually as a "Party."

## 1. PURPOSE

The Client hereby engages the Developer to design, develop, test, and deliver a customized software solution as per the specifications and requirements detailed in Schedule A – Project Scope.

## 2. TERM

This Agreement shall commence on 12-11-2025 and shall continue until 12-12-2026 or project completion, unless terminated earlier.

## 3. SCOPE OF WORK

The Developer agrees to design, develop, and deliver software solutions as per the agreed specifications, including testing, debugging, documentation, and post-deployment support.

## 4. CONSIDERATION AND PAYMENT TERMS

Total fee: INR 4,00,000, payable in three milestones (30%-40%-30%). Payments due within 15 business days of invoice. Changes outside scope subject to new agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

All deliverables, source code, and documentation become the exclusive property of the Client upon full payment. Developer shall not reuse or distribute any code without consent.

## 6. CONFIDENTIALITY

The Developer agrees to maintain strict confidentiality of Client's proprietary information for a period of five (5) years after termination.

## 7. LIABILITY AND INDEMNIFICATION

Developer liable for direct damages caused by negligence or breach. Indemnifies Client against IP infringements and confidentiality violations.

## 8. TERMINATION

Either Party may terminate with 30 days' notice. Immediate termination for material breach or insolvency. Upon termination, all due payments and deliverables to be settled.

## **9. WARRANTY AND SUPPORT**

Developer warrants defect-free software operation for 90 days post-delivery and will fix defects at no cost. Post-warranty maintenance under separate agreement.

## **10. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by Indian law. All disputes subject to Bengaluru, Karnataka jurisdiction.

## **11. FORCE MAJEURE**

Neither Party shall be liable for failure to perform due to events beyond control, including natural disasters, war, or government restrictions.

## **12. ENTIRE AGREEMENT**

This document represents the full understanding between the Parties, superseding prior communications.

## **13. AMENDMENTS**

Any modification must be in writing and signed by both Parties.

## **14. ASSIGNMENT**

No Party may assign its rights or obligations without written consent.

## **15. SEVERABILITY**

Invalid provisions shall not affect the remaining valid terms.

## **16. NOTICES**

All notices to be sent via registered post or email to the addresses mentioned above.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

For Infosys Technologies Ltd.	For Mr. Madhan
Name: _____	Name: Madhan
Title: _____	Signature: _____
Signature: _____	Date: _____
Date: _____	Contact: _____