

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 [Address], 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 [Start Date] and shall continue until [End Date] 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 [Amount], 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: _____