**THIRD-PARTY SOFTWARE DEVELOPMENT AGREEMENT​​**

​**​THIS AGREEMENT​**​ ("Agreement") is made effective as of [Date] ("Effective Date") by and among:

1. ​**​CLIENT​**​ ("Client"), with a principal place of business at [Address];
2. ​**​DEVELOPER​**​ ("Developer"), with a principal place of business at [Address];
3. ​**​THIRD-PARTY OVERSIGHT PROVIDER​**​ ("Third Party"), with a principal place of business at [Address].

(Collectively referred to as the "Parties").

**​​1. PROJECT SCOPE AND DELIVERABLES​​**

​**​1.1 Project Description​**​

Developer shall design, develop, and deliver the software specified in ​**​Attachment A: Functional Specifications​**​ (the "Software"). Deliverables include:

* Source code, binaries, installation scripts, and documentation;
* Test reports and user manuals;
* Compliance documentation for all OSS components

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​**​1.2 Development Standards​**​

* Software must comply with technical requirements in ​**​Attachment B: Technical Specifications​**​;
* All OSS components must be identified, tracked, and validated for license compliance prior to integration

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**​​2. INTELLECTUAL PROPERTY RIGHTS​​**

​**​2.1 Ownership of PSS​**​

All proprietary code, algorithms, and documentation developed under this Agreement shall be the exclusive property of the Client. Developer assigns all rights, title, and interest in PSS to Client upon full payment

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​**​2.2 OSS Licensing and Compliance​**​

* Developer shall:
  + Maintain an ​**​OSS Bill of Materials (BOM)​**​ listing all OSS components, their licenses (e.g., MIT, GPL, Apache), and usage locations;
  + Ensure OSS integration complies with applicable licenses (e.g., GPL requires derivative works to be open-sourced)

;

* + Provide source code and attribution notices for OSS as required by its license

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* Client retains the right to audit OSS compliance.

​**​2.3 Third-Party IP​**​

Developer warrants that the Software does not infringe third-party IP rights. All third-party IP (including OSS) must be documented in ​**​Attachment C: OSS/PSS Inventory​**​

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**​​3. FEES AND PAYMENT​​**

​**​3.1 Payment Structure​**​

| ​**​Milestone​**​ | ​**​Amount​**​ | ​**​Due Condition​**​ |
| --- | --- | --- |
| Initial Deposit | $[Amount] | Upon signing |
| Prototype Delivery | $[Amount] | Acceptance of Phase 1 deliverables |
| Final Delivery & Acceptance | $[Amount] | Successful validation of OSS/PSS compliance |

​**​3.2 Invoices​**​

Developer shall invoice Client within 5 business days of milestone completion. Late payments incur interest at 1.5% monthly

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**​​4. OSS/PSS MANAGEMENT OBLIGATIONS​​**

​**​4.1 Developer Responsibilities​**​

* Conduct ​**​FTO (Freedom-to-Operate)​**​ analysis for all OSS components;
* Obtain Client approval before integrating OSS with restrictive licenses (e.g., AGPL, GPL);
* Isolate OSS from PSS to prevent "license contamination"

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​**​4.2 Client Responsibilities​**​

* Provide timely feedback on OSS risk assessments;
* Designate a compliance officer to review OSS BOM updates

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**​​5. CONFIDENTIALITY​​**

* All technical and business information exchanged under this Agreement is ​**​Confidential Information​**​;
* Developer and Third Party shall not disclose Confidential Information without prior written consent;
* OSS components are exempt from confidentiality obligations per their public licenses

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**​​6. WARRANTIES AND INDEMNIFICATION​​**

​**​6.1 Developer Warranties​**​

Developer warrants that:

* Software will perform as specified in Attachment A for 12 months post-delivery;
* It has all necessary rights to license OSS components;
* Software is free of known viruses or malware

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​**​6.2 Indemnification​**​

Developer shall indemnify Client against claims arising from:

* IP infringement (excluding approved OSS);
* Breach of OSS license terms;
* Negligence in security practices

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**​​7. TERMINATION​​**

* Either party may terminate upon 30 days’ written notice for material breach;
* Upon termination, Developer shall return all Confidential Information and deliver completed work

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**​​8. GOVERNING LAW AND DISPUTE RESOLUTION​​**

* This Agreement is governed by the laws of [State/Country];
* Disputes shall be resolved by arbitration in [City] under [Rules, e.g., AAA]

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**​​ATTACHMENTS​​**

* ​**​Attachment A​**​: Functional Specifications
* ​**​Attachment B​**​: Technical Specifications
* ​**​Attachment C​**​: OSS/PSS Inventory Template
* ​**​Attachment D​**​: Acceptance Test Plan

​**​IN WITNESS WHEREOF​**​, the Parties execute this Agreement:

​**​CLIENT​**​: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

​**​DEVELOPER​**​: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

​**​THIRD PARTY​**​: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]