MeetTheExperts Software Development Agreement

1. Identification of Parties:

   - This Software Development Agreement ("Agreement") is entered into by and between:

   - [Developer's Legal Name], a company organized and existing under the laws of [Developer's Jurisdiction], with its principal place of business at [Developer's Address], hereinafter referred to as "Developer."

   - [Client's Legal Name], a company organized and existing under the laws of [Client's Jurisdiction], with its principal place of business at [Client's Address], hereinafter referred to as "Client."

2. Scope of Work:

   - The scope of work ("Scope") to be performed by Developer under this Agreement includes, but is not limited to:

   - Analysis and requirements gathering.

   - Design and development of software modules.

   - Testing, debugging, and quality assurance.

   - Documentation and user training.

   - Integration with existing systems (if applicable).

   - Deployment and ongoing support.

   - The specific tasks, deliverables, timelines, milestones, and other relevant project parameters shall be detailed in the attached Project Plan, which is hereby incorporated by reference into this Agreement.

3. Payment Terms:

   - Client agrees to pay Developer for the services rendered and deliverables provided in accordance with the following payment terms:

   - Total Project Cost: [Insert Total Project Cost].

   - Payment Schedule: Client shall make payments to Developer as follows:

   - [Insert Payment Schedule, e.g., 50% upon signing, 25% upon completion of milestone 1, and 25% upon final delivery].

   - Invoicing Procedures: Developer shall submit invoices to Client upon completion of each milestone or as otherwise agreed upon in writing by the parties. Invoices shall be payable within [Insert Number] days from the date of receipt.

   - Accepted Payment Methods: Payments shall be made by [Insert Accepted Payment Methods, e.g., bank transfer, credit card].

- Late Payment Penalties: Any payments not made by Client within [Insert Number] days of the due date shall accrue interest at the rate of [Insert Interest Rate] per annum from the due date until paid in full.

- All payments shall be made in [Insert Currency] to the following account:

- [Insert Bank Name]

- [Insert Account Name]

- [Insert Account Number]

- [Insert Routing Number (if applicable)]

4. Intellectual Property Rights:

- Ownership and Rights: Any intellectual property ("IP") developed, created, or modified by Developer in connection with the project shall be owned exclusively by Client upon full payment for the services rendered. Developer hereby assigns to Client all rights, title, and interest in and to the IP, including but not limited to software code, designs, patents, trademarks, copyrights, and any derivative works.

- License: Developer retains a non-exclusive, perpetual, irrevocable, worldwide license to use the IP solely for the purpose of providing services to Client and for internal research and development purposes.

5. Confidentiality/Non-Disclosure:

- Definition of Confidential Information: "Confidential Information" shall include all information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the project that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

- Obligations: Receiving Party agrees to use the Confidential Information solely for the purpose of performing its obligations under this Agreement and to maintain the confidentiality of the Confidential Information using the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

- Exceptions: Confidential Information shall not include information that:

- is or becomes publicly known through no fault of the Receiving Party;

- was rightfully known or becomes rightfully known to the Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party;

- is independently developed by the Receiving Party without reference to the Confidential Information; or

- is required to be disclosed by law or court order, provided that the Receiving Party provides prompt notice to the Disclosing Party to enable the Disclosing Party to seek a protective order or other appropriate remedy.

6. Warranties and Guarantees:

   - Developer warrants that the deliverables provided under this Agreement will be free from defects in materials and workmanship and will perform substantially in accordance with the specifications set forth in the project documentation.

   - Limitation of Liability: In no event shall Developer be liable to Client or any third party for any indirect, consequential, exemplary, incidental, punitive, or special damages arising out of or in connection with the performance or non-performance of the services or deliverables under this Agreement, even if Developer has been advised of the possibility of such damages.

7. Indemnification:

   - Developer agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

     - any breach of this Agreement by Developer;

     - any infringement or misappropriation of third-party intellectual property rights by the software developed by Developer; or

     - any negligent or willful act or omission of Developer or its employees or subcontractors in connection with the performance of services under this Agreement.

   - Client agrees to indemnify, defend, and hold harmless Developer and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to any breach of this Agreement by Client or any negligent or willful act or omission of Client or its employees or agents.

8. Termination Clause:

   - Either party may terminate this Agreement upon written notice to the other party in the event of:

     - a material breach of this Agreement by the other party that remains uncured for a period of [Insert Number] days after receipt of written notice specifying the breach; or

     - the insolvency, bankruptcy, or dissolution of the other party.

- In the event of termination, Client shall pay Developer for all services rendered and expenses incurred up to the date of termination in accordance with the payment terms of this Agreement.

9. Dispute Resolution:

   - Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved by negotiation between the parties.

   - If the dispute cannot be resolved through negotiation, the parties agree to first attempt mediation, conducted by a mutually agreed-upon mediator in [Insert Jurisdiction].

   - If mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in accordance with the rules of [Insert Arbitration Organization] in [Insert Jurisdiction].

   - This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

   - Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of [Insert Jurisdiction], and the parties hereby consent to the jurisdiction and venue of such courts.

10. Insurance Requirements:

   - Developer shall maintain adequate insurance coverage throughout the duration of the project, including but not limited to:

     - Professional Liability Insurance: Developer shall maintain professional liability insurance with coverage limits of not less than [Insert Coverage Limits] per occurrence and [Insert Aggregate Coverage Limits] in the aggregate.

     - General Liability Insurance: Developer shall maintain general liability insurance with coverage limits of not less than [Insert Coverage Limits] per occurrence and [Insert Aggregate Coverage Limits] in the aggregate.

   - Developer shall provide proof of insurance coverage to Client upon request.

11. Force Majeure:

   - Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of terrorism, strikes, lockouts, riots, civil disturbances, pandemics, epidemics, governmental actions, or any other similar cause (each, a "Force Majeure Event").

- If a Force Majeure Event occurs, the affected party shall promptly notify the other party in writing and shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement.

- If the performance of any obligation under this Agreement is delayed or prevented by a Force Majeure Event for a period exceeding [Insert Number] days, either party may terminate this Agreement by written notice to the other party.

12. Assignment and Subcontracting:

- Neither party shall assign, transfer, or subcontract its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement.

- Any attempted assignment, transfer, or subcontracting in violation of this section shall be null and void.

13. Notices:

- Any notices or communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given:

   - if delivered personally, upon receipt;

   - if sent by certified or registered mail, postage prepaid, return receipt requested, upon receipt;

   - if sent by overnight courier, upon receipt; or

   - if sent by email, upon confirmation of transmission.

- Notices shall be addressed to the parties at the following addresses or such other addresses as may be specified by written notice:

   - If to Developer:

     [Developer's Name]

     [Developer's Address]

     [Developer's Email Address]

     [Developer's Phone Number]

   - If to Client:

[Client's Name]

[Client's Address]

[Client's Email Address]

[Client's Phone Number]

14. Severability:

  - If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the intended economic, legal, and commercial result of the severed provision.

15. Integration Clause:

  - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to such subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.