

Okay, here's a refined and enhanced version of the contract, incorporating more standard legal clauses and addressing potential issues. I've added clauses regarding scope of work, deliverables, payment schedule details, intellectual property, warranty, limitation of liability, governing law, dispute resolution, and entire agreement. Remember to consult with an attorney to ensure this document is suitable for your specific needs and jurisdiction.

****SOFTWARE DEVELOPMENT SERVICES AGREEMENT****

This Software Development Services Agreement (the "Agreement") is made and entered into as of [DATE], by and between ****John Doe Consulting****, a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Consultant"), and ****XYZ Corporation****, a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Client").

****RECITALS****

WHEREAS, Client desires to engage Consultant to provide certain software development services; and

WHEREAS, Consultant desires to provide such services to Client, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

****1. Services to be Provided****

1.1. ****Scope of Work:**** Consultant agrees to provide software development services to Client as

described in ****Exhibit A****, attached hereto and incorporated herein by reference (the "Services").

The Services shall include, but not be limited to: [Specifically list tasks, functionalities, features, or deliverables. Be as detailed as possible].

1.2. ****Deliverables:**** Consultant shall deliver to Client the following tangible and intangible deliverables (the "Deliverables"): [Specifically list all documents, code, software, etc., to be provided]. The Deliverables shall conform to the specifications outlined in ****Exhibit A****.

****2. Project Timeline****

2.1. ****Commencement Date:**** The project shall commence on March 10, 2025 (the "Commencement Date").

2.2. ****Completion Date:**** The project is anticipated to be completed on or before June 10, 2025 (the "Completion Date"). This date is subject to change based on mutual written agreement of both parties. Any delays caused by Client shall extend the Completion Date accordingly.

****3. Compensation and Payment****

3.1. ****Total Compensation:**** Client shall pay Consultant a total fee of \$15,000.00 (the "Fee") for the Services.

3.2. ****Payment Schedule:**** The Fee shall be paid in three (3) installments as follows:

- * ****Installment 1:**** \$5,000.00 upon execution of this Agreement.

- * ****Installment 2:**** \$5,000.00 upon [SPECIFIC MILESTONE, e.g., completion of the database design].

* **Installment 3:** \$5,000.00 upon acceptance of the Deliverables by Client, as outlined in Section 5.

3.3. **Late Payment:** Any payment not received within [NUMBER] days of the due date shall accrue interest at a rate of [PERCENTAGE]% per month, or the highest rate permitted by law, whichever is lower.

4. Confidentiality

4.1. **Definition of Confidential Information:** "Confidential Information" means any and all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, trade secrets, technical information, business plans, customer lists, and financial information.

4.2. **Obligations of Confidentiality:** The Receiving Party shall: (a) protect the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information of similar nature, but in no event less than reasonable care; (b) not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under this Agreement; and (c) not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent.

4.3. **Exceptions:** The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully disclosed to the Receiving Party by a third party without restriction; or (d) is independently developed by the

Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

****5. Acceptance and Testing****

5.1. ****Acceptance Criteria:**** Upon delivery of the Deliverables, Client shall have [NUMBER] days to test and evaluate the Deliverables against the specifications outlined in ****Exhibit A****.

5.2. ****Acceptance:**** The Deliverables shall be deemed accepted upon written notification from Client to Consultant that the Deliverables meet the Acceptance Criteria.

5.3. ****Rejection:**** If the Deliverables do not meet the Acceptance Criteria, Client shall provide Consultant with a written notice detailing the specific deficiencies. Consultant shall have [NUMBER] days to correct the deficiencies and resubmit the Deliverables. This process may be repeated [NUMBER] times. If, after [NUMBER] attempts, the Deliverables still do not meet the Acceptance Criteria, Client may terminate this Agreement as outlined in Section 7.

****6. Intellectual Property****

6.1. ****Ownership:**** Except for Client's Confidential Information, Consultant shall own all right, title, and interest in and to the Deliverables, including all associated intellectual property rights (e.g., copyrights, patents, trade secrets).

6.2. ****License:**** Consultant hereby grants to Client a [PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE, TRANSFERABLE/NON-TRANSFERABLE] license to use, modify, and distribute the Deliverables for Client's internal business purposes. [Adjust the license terms to fit the agreement - e.g., is the license worldwide or limited? Can the client sublicense?]

6.3. ****Pre-existing IP:**** Any pre-existing intellectual property of Consultant used in the Deliverables shall remain the property of Consultant. Consultant grants Client a license to use such pre-existing IP as necessary to use the Deliverables as intended.

****7. Termination****

7.1. ****Termination for Convenience:**** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party.

7.2. ****Termination for Cause:**** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within [NUMBER] days after written notice of such breach. Examples of material breach include, but are not limited to, failure to pay fees when due or failure to provide Services as agreed.

7.3. ****Effect of Termination:**** Upon termination of this Agreement for any reason, Client shall pay Consultant for all Services performed and expenses incurred up to the date of termination. Upon termination by Client for reasons other than Consultant's breach, Client shall also pay Consultant for any work reasonably undertaken by Consultant in anticipation of full completion of the project. Sections 4, 6, 8, 9 and 10 shall survive termination of this Agreement.

****8. Warranty****

8.1. ****Limited Warranty:**** Consultant warrants that the Deliverables will substantially conform to the specifications outlined in ****Exhibit A**** for a period of [NUMBER] days from the date of Acceptance (the "Warranty Period").

8.2. ****Remedy:**** Consultant's sole obligation and Client's exclusive remedy for any breach of the

warranty shall be for Consultant to use commercially reasonable efforts to correct the non-conformity.

8.3. ****Disclaimer:**** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

****9. Limitation of Liability****

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTANT'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO CONSULTANT HEREUNDER.

****10. Governing Law and Dispute Resolution****

10.1. ****Governing Law:**** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles.

10.2. ****Dispute Resolution:**** Any dispute arising out of or relating to this Agreement shall be settled by [MEDIATION/ARBITRATION] in [CITY, STATE], in accordance with the rules of [MEDIATION/ARBITRATION ORGANIZATION]. If mediation fails, then the parties agree to binding

arbitration. The decision of the arbitrator shall be final and binding on both parties. [Alternatively, you can opt for court litigation. Choose one method].

****11. Entire Agreement****

This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

****12. Amendments****

No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

****13. Notices****

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service, to the addresses set forth above.

****14. Severability****

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

****15. Waiver****

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

****16. Independent Contractor****

Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Consultant shall be solely responsible for all taxes, insurance, and other obligations arising out of or relating to Consultant's performance of the Services.

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

****John Doe Consulting****

By: [NAME]

Title: [TITLE]

****XYZ Corporation****

By: [NAME]

Title: [TITLE]

****Exhibit A: Scope of Work and Specifications****

[Provide a detailed description of the software to be developed, including specific functionalities,

features, technical specifications, platform requirements, and acceptance criteria. This is CRUCIAL. Be specific.]

****Key improvements in this enhanced version:****

- * ****Clearer Structure:**** Uses headings and subheadings for improved readability.
- * ****Recitals:**** Provides context and background for the agreement.
- * ****Scope of Work (Exhibit A):**** Emphasizes the importance of a detailed description of the services to be provided. *Crucially, it requires a separate exhibit with detailed information.*
- * ****Deliverables:**** Specifically identifies what the client will receive.
- * ****Payment Schedule Details:**** Specifies milestones tied to payments, reducing ambiguity.
- * ****Confidentiality (Detailed):**** Provides a clear definition of Confidential Information and outlines the obligations of both parties. Includes exceptions.
- * ****Acceptance and Testing:**** Establishes a process for Client to review and accept the Deliverables. Addresses what happens if the work is not satisfactory.
- * ****Intellectual Property:**** Clearly defines ownership of the Deliverables and grants a license to the Client. Addresses pre-existing IP. *This is a critical section for software development.*
- * ****Termination (Detailed):**** Distinguishes between termination for convenience and termination for cause, and outlines the consequences of each.
- * ****Warranty (Limited):**** Provides a limited warranty on the Deliverables. *Extremely important.*
- * ****Limitation of Liability:**** Limits the potential damages that either party can recover from the other. *This is a standard clause to protect both parties.*
- * ****Governing Law and Dispute Resolution:**** Specifies the jurisdiction that will govern the agreement and outlines the process for resolving disputes.
- * ****Entire Agreement Clause:**** Prevents reliance on prior agreements or understandings.
- * ****Independent Contractor Clause:**** Clarifies the relationship between the parties.
- * ****Formal Closing:**** Includes signature blocks with titles.

****Important Considerations:****

- * ****Consult an Attorney:**** This is a sample document. It is essential to have an attorney review and revise it to meet your specific needs and comply with applicable law.
- * ****Specific Details:**** Fill in all the bracketed information with accurate and complete details.
- * ****Exhibit A:**** The Scope of Work and Specifications (Exhibit A) is the most critical part of this agreement. The more detailed and specific it is, the better protected both parties will be.
- * ****Insurance:**** Consider whether Consultant needs to carry professional liability insurance (errors and omissions insurance).
- * ****Data Security:**** If the project involves handling sensitive data, include clauses addressing data security and compliance with relevant regulations (e.g., GDPR, CCPA).
- * ****Change Orders:**** Consider adding a clause addressing how changes to the scope of work will be handled, including the process for agreeing on additional fees and extending the timeline.

This enhanced agreement provides a more comprehensive framework for the software development services. Remember to tailor it to your specific circumstances and consult with legal counsel.