

# Software Development Agreement

This **Software Development Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the parties. below:

**Developer**

**Client**

Client and Developer may each be referred to as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, the Client desires to engage the Developer to design, develop, and deliver certain software and related services;

**WHEREAS**, the Developer represents that it has the necessary skills, experience, and resources to perform the required development services;

**WHEREAS**, the Parties wish to set forth the terms and conditions governing the development of the software and their respective rights and obligations.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows.

## 1. Scope of Development Services

The Developer agrees to design, develop, test, and deliver software for the Client in accordance with the specifications and objectives agreed upon by the Parties. The development work shall include the creation of the software components, associated documentation, and any related technical materials necessary for the intended operation of the software. The Parties shall cooperate in good faith to clarify requirements, provide necessary information, and ensure the effective completion of the development work.

## 2. Project Specifications

The software to be developed under this Agreement shall generally include the following elements:

Item	Description
Project Name	
Intended Function	
Platform or Environment	
Key Features	
Delivery Format	

Any material changes to the specifications must be agreed upon in writing by the Parties.

## 3. Development Timeline

The Parties agree that development activities will commence on \_\_\_\_\_. The Developer shall use commercially reasonable efforts to complete the development work within the expected timeline agreed between the Parties.

If delays occur due to changes in project requirements, lack of required input from the Client, or unforeseen technical issues, the Parties shall cooperate to establish a revised timeline.

## 4. Responsibilities of the Developer

The Developer shall perform the development services in a professional manner consistent with generally accepted industry practices.

The Developer's responsibilities include developing the software according to the agreed specifications, maintaining appropriate development standards, and addressing technical issues that arise during the development process.

The Developer shall also provide reasonable cooperation during testing and implementation phases.

## 5. Responsibilities of the Client

The Client agrees to provide timely information, feedback, and approvals necessary for the development process. The Client shall review deliverables within a reasonable period and notify the Developer of any issues or requested revisions related to the agreed specifications.

Failure to provide required information or approvals may affect project timelines.

## 6. Testing and Acceptance

Upon completion of development, the Developer shall make the software available to the Client for testing. The Client shall review the software within a reasonable time and determine whether the software substantially conforms to the agreed specifications.

If the software does not meet the agreed requirements, the Developer shall make reasonable corrections within a mutually agreed period. Acceptance of the software shall occur when the Client confirms that the software operates in accordance with the agreed specifications.

## 7. Compensation

In consideration for the development services, the Client agrees to pay the Developer the following compensation:

Unless otherwise agreed in writing, payments are due within \_\_\_\_\_ days following receipt of a valid invoice.

## 8. Intellectual Property Ownership

Unless otherwise agreed in writing, the software and related work product created under this Agreement shall become the property of the Client upon full payment of all development fees. The Developer retains ownership of any development tools, frameworks, libraries, or pre-existing materials that were created independently of this Agreement. To the extent necessary, the Developer grants the Client a non-exclusive license to use any such materials incorporated into the software for the operation of the software.

## 9. Confidential Information

Each Party may receive confidential or proprietary information belonging to the other Party during the course of this Agreement. Each Party agrees to use such information only for purposes related to this Agreement and to protect the confidentiality of such information using reasonable safeguards.

These obligations continue after the termination or completion of this Agreement.

## 10. Warranties

The Developer represents that the development services will be performed with reasonable skill and care consistent with professional standards in the software development industry.

Except for the warranties expressly stated in this Agreement, no additional warranties are provided regarding the software or development services.

## 11. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party shall be liable to the other Party for indirect, incidental, or consequential damages arising out of or related to this Agreement.

Each Party's liability under this Agreement shall be limited to the amount of compensation paid under this Agreement, except where such limitation is not permitted by law.

## 12. Term and Termination

This Agreement shall begin on the Effective Date and remain in effect until the development work has been completed and accepted by the Client, unless earlier terminated. Either Party may terminate this Agreement by providing written notice if the other Party materially breaches the Agreement and fails to remedy the breach within a reasonable time after receiving notice.

Upon termination, the Client shall pay for all development services performed up to the date of termination. The provisions relating to confidentiality, intellectual property, and limitation of liability shall continue after termination.

### 13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of \_\_\_\_\_, without regard to conflict of law principles.

The Parties agree to attempt to resolve any dispute arising under this Agreement through good faith negotiations before pursuing formal legal proceedings.

### 14. Amendments

This Agreement may be modified only through a written amendment signed by both Parties.

### 15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter described herein and replaces all prior discussions, negotiations, or understandings.

By signing below, the Parties confirm that they have read and understood this Agreement and agree to be bound by its terms.

#### DEVELOPER

Name

Date

Signature

\_\_\_\_\_

#### CLIENT

Name

Date

Signature

\_\_\_\_\_



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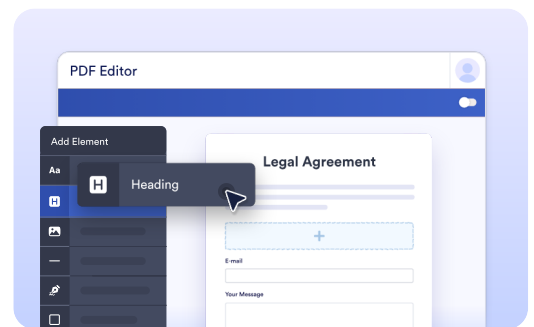
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