

SOFTWARE DEVELOPMENT AGREEMENT

Parties: _____

Developer Information:

Company/Individual Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Client Information:

Company/Individual Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Project Details:

Project Name: _____

Scope of Work: _____

Compensation and Payment Terms:

Total Fee: _____ USD

Payment Schedule: _____

Clause 1 – Engagement

Client hereby engages Developer to design, develop, and implement the software project described herein (the “Project”) and Developer agrees to perform such services under the terms and conditions set forth in this Agreement.

Clause 2 – Scope of Work

Developer shall deliver the software and related documentation in accordance with the specifications and milestones mutually agreed upon and attached as Exhibit A. Any modifications to the scope shall be subject to a written change order signed by both parties.

Clause 3 – Payment Terms

Client shall pay Developer the total fee as set forth above according to the payment schedule. Payment shall be made within thirty (30) days of invoice receipt. Late payments shall bear interest at the maximum rate permitted by applicable law.

Clause 4 – Intellectual Property Rights

All intellectual property rights, including copyrights, in the software and deliverables developed under this Agreement shall be the exclusive property of Client upon full payment. Developer shall retain no rights to use, reproduce, or distribute the work except as expressly permitted herein.

Clause 5 – Confidentiality

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party in

connection with this Agreement and to use such information solely for performance of this Agreement.

Clause 6 – Warranties and Representations

Developer represents that the software will conform to the specifications and will be free from material defects for a period of ninety (90) days following delivery. Developer disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Clause 7 – Maintenance and Support

Developer shall provide maintenance and support services as described in Exhibit B. Additional support or maintenance beyond the scope of Exhibit B shall be provided at Developer's then-current rates.

Clause 8 – Term and Termination

This Agreement shall commence upon execution and continue until completion of the Project unless terminated earlier by either party with thirty (30) days written notice. Upon termination, Client shall pay Developer for all work performed and expenses incurred up to the termination date.

Clause 9 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement. Developer's total liability under this Agreement shall not exceed the total fees paid by Client.

Clause 10 – Independent Contractor

Developer is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Clause 11 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles.

Clause 12 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 13 – Notices

All notices under this Agreement shall be in writing and delivered by hand, mail, overnight courier, or email to the addresses specified above or such other addresses as the parties may designate in writing.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failures due to causes beyond its reasonable control, including acts of God, natural disasters, government actions, or labor disputes.

Clause 15 – Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

Clause 16 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

Clause 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full

force and effect.

Clause 18 – Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 19 – Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except to a successor in interest in connection with a merger or sale of substantially all assets.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one agreement.

DEVELOPER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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