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Software Development Agreement

Prepared For:

[Client.FirstName] [Client.LastName]
[Client.Company]

Prepared By:

[Sender.FirstName] [Sender.LastName]
[Sender.Company]

Date:

[Insert Date Here]

This **Software Development Agreement** (the “**Agreement**”) outlines the terms and conditions governing the collaboration between **[Sender.Company]** (the “**Developer**”), whose principal place of business is located at **[Sender.Company.Address]**, and **[Client.Company]** (the “**Client**”), with its principal office at **[Client.Company.Address]**. Both parties, collectively referred to as the “**Parties**,” agree to the terms set forth below.

Background

WHEREAS, the Client has envisioned and planned the creation of **[Brief Description of Software]** (the “**Software**”), further detailed in *Exhibit A* of this Agreement; and

WHEREAS, the Developer has the skills, expertise, and resources necessary to design, build, and deliver said Software as per the Client’s specifications.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. Developer’s Responsibilities

The Client hereby retains the Developer to develop the Software based on the specifications described in *Exhibit A* (the “**Specifications**”), and the Developer agrees to perform the following duties:

1. **Development and Delivery:**

The Developer shall complete all phases of the Software development in accordance with the milestones listed in *Exhibit B*. The completed Software shall be delivered to the Client by **June 10** (the “**Delivery Date**”).

2. **Post-Delivery Support:**

The Developer will provide the Client with **30 days of complimentary post-delivery support** to assist with operational questions, bug fixes, and performance issues. Any additional support beyond this period will be billed at a rate of **\$75 per hour**, subject to prior written approval by the Client. The Developer agrees to respond to any reasonable support request within **15 business days** of receipt.

3. **Scope of Assistance:**

Unless explicitly stated in this Agreement, the Developer shall not be obligated to provide further maintenance, system updates, or ongoing technical support beyond the agreed terms.

4. **Termination Clause:**

The Client reserves the right to terminate this Agreement in the event of a material breach by the Developer. Should such a breach occur, the Developer will have **15 days** from receipt of written notice to correct the issue before termination becomes effective.

5. **Training and Handover:**

Upon completion, the Developer will provide up to **three (3) days of hands-on training** to the Client's team, ensuring they are well-equipped to operate and manage the Software effectively.

2. **Delivery**

The Developer will deliver the Software in accordance with the Specifications on or before **June 10, 2025** (the "Delivery Date"). If the delivered Software does not conform to the Specifications, the Client will send written notice within **20 days** of delivery describing the nonconformities. The Developer will promptly make reasonable corrections at no additional cost, and—if no notice is received within that **20-day** window or the Client confirms satisfactory performance—the Software will be deemed accepted (the "Acceptance Date").

3. **Compensation**

The Client will pay the Developer **\$60 per hour**, with the total project fee capped at **\$65,000** unless otherwise approved in writing. The Developer will invoice **monthly**, detailing hours, completed milestones, and any pre-approved extras; each invoice is due within **15 days** of receipt.

4. Intellectual Property Rights

Upon full payment, all rights in the Software—including source code, documentation, and related intellectual property—transfer to the Client. The Developer retains no ownership or claim and will furnish all files, credentials, and materials required for the Client's continued use and maintenance.

5. Changes to Specifications

The Client may request adjustments to the Specifications during development. The Developer will aim to accommodate changes without affecting timeline or cost; if a request would impact either, the Parties will agree in writing on revised scope, schedule, and fees before work proceeds.

6. Confidentiality and Developer Warranties

The Developer agrees to maintain strict confidentiality regarding all information shared by the Client throughout the course of this Agreement. This includes, but is not limited to, technical data, source code, business plans, and any other proprietary material (collectively, the "**Confidential Information**"). The Developer shall not disclose, copy, reproduce, or use any Confidential Information for personal benefit or third-party advantage without the Client's prior written approval. These confidentiality obligations shall remain in force both during and after the completion of the project.

In addition, the Developer represents and warrants that:

- Entering into this Agreement does not conflict with any other obligations or contracts currently in effect.
- The Software, as developed, will not infringe upon any third-party intellectual property rights.
- For a period of **30 days** following delivery, the Software will operate in substantial conformity with the agreed Specifications. Should any defects or performance issues arise during this period, the Developer will promptly correct them at no additional cost to the Client.

Together, these confidentiality and warranty provisions ensure that the Client's business, intellectual property, and software integrity are fully protected throughout the duration of this Agreement.

8. Indemnification

The Developer agrees to indemnify and hold harmless the Client from and against any and all claims, damages, liabilities, or expenses (including reasonable legal fees) arising from any breach of this Agreement, negligence, or infringement of third-party intellectual property rights related to the Software.

9. Modifications

No amendment, revision, or modification to this Agreement shall be valid unless it is made **in writing** and **signed by both Parties**.

10. Governing Law and Jurisdiction

This **Software Development Agreement** and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its conflict of law principles. The Parties agree that the **courts located in San Diego County, California**, shall have exclusive jurisdiction over any legal proceedings relating to this Agreement.

IN WITNESS WHEREOF

The Parties have executed this **Software Development Agreement** as of the dates indicated below, through their duly authorized representatives.

For **[Sender.Company]**

Signature: _____

Name: **[Sender.FirstName]**
[Sender.LastName]
Title: **[Sender.Title]**
Date: _____

For **[Client.Company]**

Signature: _____

Name: **[Client.FirstName]**
[Client.LastName]
Title: **[Client.Title]**
Date: _____