

SOFTWARE DEVELOPMENT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Client Name: _____

Client Address: _____

Client Contact: _____

Developer Name: _____

Developer Address: _____

Developer Contact: _____

1. Scope of Work

Developer agrees to design, develop, and deliver to Client the software product (the “Software”) as detailed in the attached Statement of Work (SOW). The Software shall conform to the specifications and requirements outlined therein. Developer shall perform the Services in a professional and diligent manner.

2. Term and Termination

This Agreement shall commence on the Effective Date and continue until the completion of the Services unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure such breach within thirty (30) days after receipt of written notice.

3. Compensation and Payment

Client shall pay Developer the fees set forth in the SOW. All payments shall be made within thirty (30) days of receipt of an undisputed invoice. Late payments shall bear interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4. Intellectual Property Rights

Developer hereby assigns to Client all right, title, and interest in and to the Software, including all copyrights, patents, trade secrets, and other intellectual property rights arising from the Services. Developer retains no rights to use the Software except as expressly permitted in writing by Client.

5. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement and to use such information solely for the purposes of performing the Services. This obligation shall survive termination of this Agreement.

6. Warranties and Disclaimer

Developer warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF DEVELOPER SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising from the indemnifying party's breach of this Agreement, negligence, or willful misconduct.

9. Independent Contractor

Developer shall perform the Services as an independent contractor and not as an employee, partner, or agent of Client. Developer shall have no authority to bind Client in any manner.

10. Governing Law and Dispute Resolution

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. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____. The parties hereby consent to personal jurisdiction and venue in such courts.

11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic means with confirmation of receipt, to the addresses specified above or such other address as either party may designate by notice.

12. Entire Agreement; Amendments

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. Any amendments must be in writing and signed by both parties.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

14. Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right or any other rights.

15. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted by electronic means (e.g., PDF, fax, email) shall be deemed original.

CLIENT SIGNATURE

DEVELOPER SIGNATURE

Signature: _____

Signature: _____

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