**SOFTWARE DEVELOPMENT AGREEMENT**

This Software Development Agreement (referred to as the “**Agreement**” or “**Software Development Agreement**” throughout) states the terms and conditions that shall govern the contractual agreement between [DeveloperCompany] (the “**Developer**”), having its principal place of business at [Developer.Address], and [Client.Company] (the “**Client**”), having its principal place of business at [Client.Address], who agrees to be bound by the terms of the Agreement.

The Client has conceptualized the deliverables (the “**Software**”) – which are described in further detail; EXHIBIT 1– and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Developer and the Client (individually, a “**Party**”, and collectively, “**Parties**”) agree to the following terms:

**1. Developer’s duties**

The Client hereby engages the Developer and the Developer agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A (the “**Specifications**”).

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by [Final delivery date] (the “Delivery Date”).
2. The Developer shall provide to the Client after the Delivery Date [Number of hours] hours of training with respect to the operation of the Software if requested by the Client.
3. The
4. …….
5. ……..

**2. Delivery**

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within [Time frame] of the Delivery Date notify the Developer in writing of the ways on which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.
2. ……………………
3. …………………………

**3. Compensation**

In consideration for the Service, the Client shall pay the Company at the rate of $20 per hour (the “Hourly Rate”), with a maximum total fee for all work under this Software Development Agreement of $50.000. Fees billed under the Hourly Rate shall be due and payable upon the Developer providing the Client with an invoice.  Invoices will be provided for work completed by the developer once every 30 days.

**4. Intellectual property rights in the software**

The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

**5. Change in specifications**

The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software.

In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

**6. Confidentiality**

The Developer shall not (i) disclose to any third party the business of the Client, details regarding the Software, including any information regarding the Software’s code, the Specifications, or the Client’s business (the “**Confidential Information**”), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

**7. Developer warranties**

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. For a period of 10 days after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

**8. Indemnification**

The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer’s infringement of the intellectual rights of any third party.

**9. No modification unless in writing**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**10. Applicable law**

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [State] and subject to the exclusive jurisdiction of the federal and state courts located in [County], [State].

**IN WITNESS WHEREOF**, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.