

# SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

Parties: \_\_\_\_\_

## Client Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact (Phone/Email): \_\_\_\_\_

## Developer Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact (Phone/Email): \_\_\_\_\_

## Project Description:

Development of custom software as per Client specifications, including design, coding, testing, and deployment of the software product described in Schedule A attached hereto.

## 1. Definitions

“Agreement” means this Software Development and License Agreement. “Client” means the person or entity specified above ordering software development services. “Developer” means the person or entity specified above providing software development services. “Deliverables” means the software, documentation, and other materials to be delivered by Developer under this Agreement.

## 2. Scope of Work

Developer shall design, develop, and deliver the software and related documentation as described in Schedule A. Developer shall perform the services in a professional and workmanlike manner consistent with industry standards.

## 3. Delivery and Acceptance

Developer shall deliver the Deliverables to Client according to the timeline set forth in Schedule B. Client shall have a reasonable period to test and accept the Deliverables. Acceptance shall not be unreasonably withheld.

## 4. Payment Terms

Client agrees to pay Developer the fees specified in Schedule C. Payments shall be made according to the milestones and schedule described therein. Late payments may be subject to interest at the maximum rate permitted by law.

## 5. Intellectual Property Rights

Developer hereby grants Client a non-exclusive, perpetual, worldwide license to use the Deliverables for Client’s internal business purposes. Developer retains all rights not expressly granted herein. All pre-existing Developer

materials and third-party components remain the property of their respective owners.

## **6. Confidentiality**

Each party agrees to keep confidential and not disclose to any third party any confidential information received from the other party except as required by law or with prior written consent.

## **7. Warranties and Disclaimer**

Developer warrants that the Deliverables will substantially conform to the specifications in Schedule A for a period of ninety (90) days following acceptance. EXCEPT AS EXPRESSLY PROVIDED, THE DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

## **8. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEVELOPER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

## **9. Term and Termination**

This Agreement shall commence on the Effective Date and continue until completion of the services or termination. Either party may terminate upon material breach if uncured within thirty (30) days after written notice. Upon termination, Client shall pay Developer for all work performed through the termination date.

## **10. Independent Contractor**

Developer is an independent contractor and not an employee, partner, or joint venturer of Client. Developer is solely responsible for all taxes, insurance, and benefits related to its personnel.

## **11. 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 conflict of laws principles. Any disputes shall be resolved by binding arbitration in \_\_\_\_\_ County, \_\_\_\_\_ in accordance with the rules of the American Arbitration Association.

## **12. Notices**

All notices shall be in writing and deemed given when received, delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation to the addresses set forth above or as otherwise designated.

## **13. Entire Agreement**

This Agreement, including all Schedules, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, and communications, whether written or oral.

**14. Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**15. Severability**

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

**16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Electronic signatures shall be deemed as valid as original signatures.

**CLIENT SIGNATURE**

**DEVELOPER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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