SOFTWARE DEVELOPMENT AGREEMENT

I. The Parties. This Software Development Agreement ("Agreement") is made effective as of [CONTRACT DATE], by and between:

Software Development Company: [YOUR NAME / COMPANY NAME] with a street address of [YOUR ADDRESS OR COMPANY ADDRESS] ("Consultant")

AND

Client: _____ with a street address of _____, City of _____, State of _____, _____ ("Client").

II. Services. Consultant agrees to provide the following Services:

[WHAT YOU'RE BUILDING/PROVIDING]

Required from the client: [REQUIREMENTS]

III. Term. The Services shall commence on [START DATE], and end: (check one)

☐ - On the date of [END DATE].
☐ - At completion of the Services performed.
☐ - Upon either party may terminate this Agreement with ____ days' notice.
☐ - Other. _____.

IV. Compensation. In consideration for the Services provided, the Consultant is to be paid in the following manner: (check all that apply)

☐ - Per Hour. $____ /hour.
☐ - Per Job, [CONTRACT VALUE] in total.
☐ - Commission. ____% commission based on _____.
☐ - Other. _____.

V. Payment. Consultant shall be paid, in accordance with section IV: (check one)

☐ - On a ☐ weekly ☐ monthly ☐ quarterly basis beginning on _____, 20___.
☐ - At completion of the Services performed.
☐ - Upon the Client receiving an Invoice from the Consultant.
☐ - Other: [EG 50% UPON SIGNING, 50% UPON COMPLETION]

VI. Expenses. The Consultant is: (check one)

☐ - Responsible for all expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant including out-of-pocket expenses.

☐ - Reimbursed for ONLY the following expenses: [ADD COSTS YOU EXPECT TO BE COVERED BY THE CLIENT HERE].
Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.
☐ - Not required to pay or be responsible for any expense in connection with the Services provided.

VII. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in [YOUR COUNTRY]

VIII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when emailed to the participants.

IX. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant‘s Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

b.) Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

c.) The Client will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

X. Assignment and Delegation. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

XI. Governing Law. This Agreement shall be governed under the laws in the [YOUR COUNTRY/STATE]

XII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XIII. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the

Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Consultant's Signature _____

Date _____

Print Name _____

Client's Signature _____

Date _____

Print Name _____