SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:

https://www.proposalkit.com/htm/business-proposal-writing-tips.htm

Click here to purchase Contract Pack

GAME SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>>, "Developers") and <<CustCompany>> ("Customer").

Recitals

A. Developers have experience and expertise in the development of Computer Game Software Game Development ("Game Software").

B. Customer desires to have Developers develop Game Software for them.

C. Developers desire to develop Customer's Game Software on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

Definitions

"Deliverables" shall mean the Game Software provided in object and/or source format (as set forth in the Specifications and subject to Developers' Proprietary Rights), documentation, or other materials required to be delivered by Developers to Customer, as set forth in the Specifications.

"Critical Deliverables" shall mean Deliverables that have a Milestone date, as outlined in the Specifications, that must be transmitted to Customer on or before a specific date.

"Launch" shall mean a Critical Deliverable relating to the availability of the Game Software to be distributed by Customer to users that conforms to the Specifications.

"Source Code" shall mean the readable forms together with make and build files.

"Beta" shall mean any and all Deliverables provided to Customer prior to the Launch Date.

"Final" shall mean any and all Deliverables provided to Customer that are in accordance with the Specifications and accepted by Customer as completion of a particular Deliverable.

"Easter Egg" shall mean any and all unapproved hidden features, graphics, media, or any other function that has not been authorized by the Customer or contained in the Specifications.

"Launch Date" shall mean the date that the Product is first available for use by the public.

"Game Software" shall mean the computer Game Software program(s) described in the Specifications that is/are to be developed by Developers, including all Enhancements made under this Agreement.

"Product" shall mean Game Software for a computer or an end user.

"Schedule" shall mean the schedule(s) for completion of the Deliverables, as set forth in the Specifications.

"Delivery" shall mean transmitted by Developers to Customer electronically and in accordance with security measures agreed upon by both parties in accordance with the Specifications.

"Services" shall mean any training, customization, enhancement, or other labor performed by Developers as required by the Specifications.

"Error(s)" shall mean malfunctions or defect(s) within the Game Software or a Deliverable that prevents it from conforming to the Specifications.

"Internet" shall mean any system for distributing digital or electronic information to end users via transmission, broadcast, or any other form of delivery, whether direct or indirect, known or subsequently developed.

"Specifications" shall mean the specifications for the Product and Services, as detailed and attached to this Agreement as Exhibit B, which include detailed specifications and instructions for all required Deliverables, features, and functionality, and a complete production schedule for each Deliverable and

Milestone.

"Term" shall mean the period of time commencing on the Effective Date of this Agreement and continuing indefinitely until this Agreement is terminated.

"User Interface" shall mean all navigational devices, menus, menu structures or arrangements, icons, visual mechanisms, metaphors, or help and other operational instructions, and all other components of any source or object computer code that comprises the Game Software.

"Web" shall mean the World Wide Web, containing pages written in hypertext markup language (HTML) and/or any similar successor technology.

"Web Page" shall mean any document that may be viewed in its entirety on the Web.

"Web Site" shall mean a collection of interrelated Web pages or documents accessible through a Web page browser, interface, or any other similar successor technology.

"Developers' Proprietary Material" shall mean all intellectual property rights in any text, images or other components and/or materials owned by Developers, or which Developers have the legal right to use, that are delivered to Customer, including but not limited to Game Software, related documentation, source code, scripts, object code, logos, graphics, or tag lines.

"Customer's Proprietary Material" shall mean all intellectual property rights in any text, images, or other components and/or materials owned by Customer or which Customer has the legal right to use, that are delivered to Developers, including but not limited to Game Software, related documentation, Customer marketing material, logos, graphics, or tag lines.

"Licensed Marks" shall mean the trademarks and service marks that are owned or licensed by Customer or otherwise make up Customer's Proprietary Materials and made available to Developers under this Agreement.

"Developers' Code" shall mean all Developers' Proprietary Material or Game Software Source Code existing as of the date of this Agreement that is to be incorporated into the Source Code of the Product. The license terms for Developers' Code will be stated in the Specifications.

"Documentation" shall mean all user guides, reference, integration, installation or implementation manuals that describe in detail the operation of the Game Software that is normally provided by Developers as part of their deliveries to their customers.

"Development Activities" shall mean any activities undertaken by Developers in the development of the Game Software and Documentation satisfying the Specifications pursuant to this Agreement.

"Enhancements" shall mean error corrections, bug fixes, modifications, and updates not included in the Specifications with respect to the Game Software.

"Milestone" shall mean each development or Deliverable reached by Developers and agreed upon in writing between Developers and Customer.

"Milestone Payment" shall mean a payment obligation related to the achievement and acceptance of a particular Milestone.

"Release Candidate" shall mean a build of the Game Software in which the Customer has accepted all milestones and deliverables and is ready to be presented as a Final build of the Game Software.

"Acceptance" shall mean completion of a Deliverable that conforms to the Specifications and is mutually agreed upon in writing by both Developers and Customer.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

1. Development of Game Software.

Customer Initials _____ Developers Initials _____

Developers agree to installation, management, documentation, and development of the Game Software and Game Software-based operations according to the compensation terms listed on Exhibit A attached hereto.

2. Specifications.

Developers agree to develop the Game Software pursuant to the Specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Delivery Dates and Milestones.

Developers will use reasonable diligence in the development of the Game Software and endeavor to deliver to Customer operational Game Software no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit B are estimates and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the delivery date and terms of delivery of the Critical Deliverable. Developers will be retaining the Source Code for the Game Software and providing Customer with the output formats only. The output is to be used only within the scope of the Game Software as outlined in Exhibit B and does not include the following: replication, duplication, or otherwise copying the Game Software in any form not authorized by Developers, creating new Game Software based on the code, its functions or other Proprietary Rights as outlined in Paragraph 4, sale or distribution of the code in any form, or any relinquishment of copyright by Developers in any way.

4. Ownership Rights.

Except for Customer's Proprietary Material (defined below) contained in the Game Software, Developers shall hold all rights, title, and interest in and to the Game Software. Specifically, but without limitation, Developers shall hold all rights, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the Game Software (the "Content"), (2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer

code that comprises the Game Software, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Game Software or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Developers' rights, title, and interest in the Game Software, as described in this Paragraph 4. Notwithstanding the above, Customer shall retain and Developers shall have no Proprietary Rights whatsoever in all of Customer's intellectual property rights in any and all text, images, or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Developers, including but not limited to Game Software, related documentation, Customer marketing material, logos, and tag lines ("Customer's Proprietary Material"). Developers agree that they shall not use Customer's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

4.1 Use and Impairment of Licensed Marks.

Developers agree that they will not directly or indirectly infringe upon the Licensed Marks, in any form, transferred to Developers for use in this Agreement and in the construction of the Game Software, or in any other trademarks, service marks, or other Intellectual Property owned or licensed by Customer. Developers agree to cease using the Licensed Marks immediately upon expiration or termination of this Agreement. Customer reserves the right to prosecute and defend all suits involving any of the Licensed Marks and to take any action or proceedings that it deems desirable for the protection of licensed marks.

5. Game Software Development.

Game Software Development and Services described here are provided for <<Linux, Windows, Macintosh, Sun Solaris, UNIX and/or specific dedicated gaming console(s) >> systems only, unless otherwise specified.

Unless otherwise agreed upon by Developers and Customer, any modifications required to the Game Software, code, or other component related to its operation that are a result of third-party changes to

resources required by the Game Software shall be considered ADDITIONAL and will fall outside of the Specifications. Third-party modifications may include but are not limited to: patches, fixes, security flaws, errors, updates, upgrades or any other changes to third-party operating systems, plug-ins, or any required resources not created by Developers.

5.1 Material Deemed Objectionable by Customer.

In the event that Customer finds offensive or objectionable materials in any part of the Game Software, Source Code, or any other material delivered to Customer under this Agreement, Customer shall immediately notify Developers in writing of this objection and Developers shall take corrective action to remove or otherwise eliminate the objectionable materials.

5.2 Materials Purposefully Obscured or Hidden from Customer.

Developers shall not hide, obscure, or make secret any feature, function, or other item not approved by the Customer or contained in the Specifications under this Agreement.

Developers shall be held responsible for

DEMO CONTRACT

This demo contract has been truncated. The complete 11 page editable version of this document is available in the Contract Pack template collections

https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/game-software-development-contract.htm

Once you purchase, download and install a retail Contract Pack

that includes this contract, the complete version of this contract
will be inserted into your project.

This contract document is included in the Proposal Kit Professional and one or more Contract Pack products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm