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MOBILE 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 Mobile Software ("Mobile Software").
- B. Customer desires to have Developers develop Mobile Software for it.
- C. Developers desire to develop Customer's Mobile Software on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

Definitions

"Deliverables" shall mean the Mobile 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.

"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.

Customer Initials _____ Developers Initials _____

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

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

"Mobile Device" shall mean all hand-held, touch screen or other portable devices on which the Mobile Software shall operate. A full list of such devices shall be contained in Exhibit B.

"Mobile Browser" shall mean device-specific browser technology which the Mobile Software shall be displayed on or run from. A full list of such devices shall be contained in Exhibit B.

"Product" shall mean Mobile 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 Customers 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 malfunction(s) or defect(s) within the Mobile Software or within a Deliverable that prevents that software 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.

"Mobile Network" shall mean any network in which a connection to the Internet is delivered through to a Mobile Device.

"Mobile Plug-ins" shall mean all software required by Mobile Devices in order

Customer Initials _____ Developers Initials _____

to run the Mobile Software.

"Specifications" shall mean the specifications for the Product and Services, attached to this Agreement as Exhibit B, which shall 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 Mobile 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.

"Mobile Site" shall mean any collection of interrelated Web Pages or documents which have been specifically created or formatted for Mobile Devices or specifically for the Mobile Software.

"Developer's 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 Mobile 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,

Customer Initials _____ Developers Initials _____

or which Customer has the legal right to use, that are delivered to Developers, including but not limited to Mobile Software, related documentation, Customer marketing material, logos, graphics or tag lines.

"Developer Code" shall mean all Developer's Proprietary Material or Mobile 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 Developer 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 Mobile Software and which are normally provided by Developer as part of its deliveries to its customers.

"Development Activities" shall mean any activities undertaken by Developer in the development of the Mobile 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 Mobile 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.

"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 Mobile Software.

Customer Initials _____ Developers Initials _____

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

2. Specifications.

Developers agree to develop the Mobile 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 Mobile Software and endeavor to deliver to Customer operational Mobile 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 retain the Source Code for the Mobile Software and provide Customer with the output formats only. The output is to be used only within the scope of the Mobile Software as outlined in Exhibit B and does not include the following: replication, duplication or otherwise copying the Mobile Software in any form not authorized by Developers; creating new Mobile 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 Mobile Software, Developers shall hold all rights, title, and interest in and to the Mobile 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 Mobile 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 comprise the Mobile 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 Mobile 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 Mobile 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 Mobile 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 purpose other than those expressly set forth in this Agreement.

5. Mobile Software Development.

Mobile Software Development and Services described here are provided for << Android, iPhone, Windows Mobile, Sun >> and << Linux, Windows, Macintosh, Sun Solaris, UNIX >> systems only unless otherwise specified. << Insert device specific information here. >>

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

6. Specific Enhancements.

Developers and Customer acknowledge that at some time during the

Customer Initials _____ Developers Initials _____

Term of this Agreement that enhancements to the Mobile Software may be proposed by either Developers or Customer which fall outside of the scope of the Specifications. Upon such proposal, Developers shall confer in good faith with Customer concerning the feasibility of developing such enhancements and the time frame for developing, testing and incorporating such enhancements. Developers and Customer shall mutually agree in writing as to whether Developers shall pursue the development of such enhancements, and, if so, which party will fund such development. The Specifications will be amended to include such enhancements.

7. Backups and Redundancies for Development.

Developers will maintain off-site storage of all stages of the Source Code and other backup media related to this Agreement to ensure Mobile Software integrity and protection, and will be responsible for setting up a daily procedure for

DEMO CONTRACT

This demo contract has been truncated. The complete 9 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/software-development-contracts/mobile-device-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.

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