



# PROPOSAL KIT SAMPLE

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

### Definitions

"Deliverables" shall mean the 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.

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

Customer Initials \_\_\_\_\_ Developers Initials \_\_\_\_\_

by the public.

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

"Product" shall mean 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 malfunctions or defect(s) within the 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, that includes 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 Software.

Customer Initials \_\_\_\_\_ Developers Initials \_\_\_\_\_

"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 document that may be viewed in its entirety on the Web.

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

"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 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 software, related documentation, Customer marketing material, logos, graphics or tag lines.

"Developer Code" shall mean all Developer's Proprietary Material or 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 Software that is 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 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 Software.

Customer Initials \_\_\_\_\_ Developers Initials \_\_\_\_\_

"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 Software.**

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

### **2. Specifications.**

Developers agree to develop the 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 Software and endeavor to deliver to Customer operational 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 Software and providing Customer with the output formats only. The output is to be used only within the scope of the Software as

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outlined in Exhibit B and does not include the following: replication, duplication or otherwise copying the Software in any form not authorized by Developers, creating new 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 Software, Developers shall hold all right, title, and interest in and to the Software. Specifically, but without limitation, Developer shall hold all right, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the 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 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 Software or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Developers' right, title, and interest in the Software, as described in this Paragraph 4.

Notwithstanding the above, Customer shall retain and Developer 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 software, related documentation, Customer marketing material, logos, and tag lines ("Customer's Proprietary Material"). Developers agree that it shall not use Customer's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

#### **5. Software Development.**

Software Development and Services described here are provided 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/software-development-contract.htm>

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[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

