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<<Company>> APPLICATION DEVELOPMENT AGREEMENT (OPEN SOURCE)

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

The purpose of this Application Development Agreement is to set forth a contract arrangement under which Company will provide Application Development Services, Web Site Development, Database Development and other assorted Programming Services to Customer.

Recitals

- A. Company has experience and expertise in the development of software applications.
- B. Customer desires to have Company develop a software application for it.
- C. Company desires to develop Customer's software application on the terms and conditions set forth herein (the "Software Project").

Agreements

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

1. Development of Software Project.

Customer agrees to compensate Company according to the terms listed on Exhibit A attached hereto.

2. Specifications.

Company agrees to develop the Software Project pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

Customer Initials _____ Company Initials _____

3. Delivery of Software Project.

Company will use reasonable diligence in the development of the Software Project and endeavor to deliver to Customer operational Software Project files as soon as possible. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit A, are estimates, and are not required delivery dates. Company will make every effort to advise Customer of any delays in advance and seek Customer feedback in regard to the proposed timeline as the Development process progresses.

4. Ownership Rights.

(1) Customer shall hold all rights, title, and interest in the Software Project and the Software Project design and content as a whole, excepting all pre-existing works rightfully owned by Company or third party copyright holders. Customer shall hold all rights, title, and interest to all text, graphics, animation, audio components, and digital components of the Software Project. (2) Company shall hold all rights, title, and interest in all pre-existing works, 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 Project, all pre-existing literal and non-literal expressions of ideas ("Company's Style") that operate, cause, create, direct, manipulate, access, or otherwise affect the Software Project, and all other pre-existing or proprietary copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Software Project or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Company's rights, title, and interest in the Software Project, as described in this paragraph 4. Notwithstanding the above, Customer shall retain all of its intellectual property rights in any text, images, or other components it owns and delivers to Company for use in the Software Project in addition to the physical presence of the site itself.

Customer shall be provided with a copy of all source code, source files, and graphic files as a part of this Agreement and there shall not be any additional royalty, license, or other payment required of Customer to Company for the intended use of the Software Project.

Customer Initials _____ Company Initials _____

5. Web Hosting Services Provided.

Company may, at its discretion, host portions of the Software Project at its own cost to facilitate development and testing of the Software Project.

6. Software Project Development Services Provided.

Company will provide development services according to the Specifications attached as Exhibit B.

7. Proprietary Information.

Proprietary information exchanged hereunder shall be treated as such by both Company and Customer. This information shall include, but not be limited to, the provisions of this agreement, and both parties' product(s), services, information, and pricing. Customer further agrees to not decompose, disassemble, decode, or reverse engineer any Company-owned program, code, or technology delivered to Customer, or any portion thereof.

8. Interference.

Company will exercise no control whatsoever over the content of the information passing through any part of the Software Project.

9. Warranty That Software Project Shall Work According to the Specifications.

Company warrants that the Software Project will conform to the Specifications and upon written notification of a defect or other non-conformance to the specification, Company will work to bring the Software Project into conformance with the specification at its own cost and in as timely a manner as possible. Company is not responsible for defects caused by changes or issues resulting from third party tools or applications it does not have direct control over, including, but not limited to: web browsers, operating systems (OS), plug-ins, extensions, software programs, applets, newly discovered vulnerabilities, scripts, or other items.

9.1 No Warranty for Outcome or Use of the Software Project.

Customer Initials _____ Company Initials _____

Company makes no warranties or representations of any kind, whether expressed or implied, for the suitability or the outcome from the use of the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions. Use of any information or results obtained is

DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/software-development-contracts/open-source-application-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.

Customer Initials _____ Company Initials _____

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