**Software Development Agreement Between Two Companies**

### **This Software Development Agreement ("Agreement") is made and entered into on [Date], by and between:**

* **Developer Company Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Developer Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Client Company Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Client Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Project Start Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **1. Development Scope**

The Developer shall provide software development services as per the agreed specifications outlined below:

* **Project Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Software Type:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Technologies Used:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Expected Delivery Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **2. Payment Terms**

| **Milestone** | **Description** | **Due Date** | **Payment Amount** |
| --- | --- | --- | --- |
| Initial Payment | Project Kick-off Fee | **/**/\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |
| Phase 1 Completion | UI/UX & Wireframe Approval | **/**/\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |
| Beta Release | Functional Prototype Delivery | **/**/\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |
| Final Delivery | Full Deployment & Support | **/**/\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |

### **3. Intellectual Property & Ownership**

☐ The Client retains full ownership of the developed software upon final payment.  
☐ The Developer retains rights to reusable components and libraries.

### **4. Confidentiality & Non-Disclosure**

☐ Both parties agree to keep all project details and data confidential.

### **5. Warranties & Liability**

* The Developer guarantees that the software will function as intended for **\_\_\_ months** after deployment.
* The Developer is not responsible for issues arising due to third-party integrations.

### **6. Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of **[State/Country]**. Any disputes shall be resolved through **mediation/arbitration**.

### **7. Signatures & Acceptance**

**Developer Representative:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_  
**Client Representative:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_