# Software Development Agreement

This agreement is made between the Developer and the Client named below and takes effect on the date of the last signature.

## Developer

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

## Client

LEGAL NAME

EMAIL

PHONE

ADDRESS

## Scope of work

The Developer will build the software described in the statement of work below in iterative sprints, demoing progress to the Client at the end of each sprint.

STATEMENT OF WORK SUMMARY

PRICING

SPRINT LENGTH (WEEKS)

TARGET COMPLETION

## Fees and payment

TOTAL AMOUNT (₹)

PAYMENT SCHEDULE

**Payment method**

◯ UPI ◯ Bank transfer ◯ Card ◯ Cheque ◯ Cash

Invoices are payable within 15 days unless the schedule says otherwise. Late payments may attract interest at 1.5% per month.

## Specific terms

- Change requests. Changes to the statement of work are written up with cost and time impact and need the Client's approval.
- Code quality. Code is version-controlled in a repository the Client can access, with reasonable documentation and automated tests.
- Escrow of credentials. All production credentials are held in the Client's accounts.

## Standard terms

- Independent contractor. The Developer is an independent contractor, not an employee, and is responsible for its own staff, taxes and statutory dues.
- Ownership. Once the Client has paid in full, the Client owns the final deliverables. The Developer keeps its pre-existing tools, templates and know-how, and may show the work in a portfolio unless the Client objects in writing.
- Confidentiality. Each party keeps the other's non-public information confidential during this agreement and for two years after it ends.
- Liability. Except for fraud, wilful misconduct or breach of confidentiality, each party's total liability is limited to the fees paid in the three months before the claim.
- Termination. Either party may end this agreement by written notice of the period chosen below, or at once if the other party commits a serious breach and does not fix it within 7 days. The Client pays for work done up to the end date.
- Taxes. Fees exclude GST, which is added to invoices where applicable.

**Notice period to terminate**

◯ 7 days ◯ 15 days ◯ 30 days

Initials

## General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

**Developer**

SIGNATURE

PRINTED NAME

DATE

**Client**

SIGNATURE

PRINTED NAME

DATE