

## SOFTWARE DEVELOPMENT CONTRACT - PRO DB DEVELOPERS

This Software Development Contract ("Agreement") is entered into on: [Date]

by and between Client: [Client Name]

located at: [Client Address]

and Developer: Professional Database Developers, LLC

located at: PO Box 14373

Bradenton, FL 34280-4373

### RECITALS

A. Client is desirous of engaging Developer to develop certain software for its use.

B. Developer is desirous of developing the Software for Client on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

#### 1. Scope of Work

Developer employs a methodology that is iterative and incremental. As such, software will be developed and delivered in iterations of one or two weeks.

This approach is called "Agile Development".

The specifics of the Agile development approach will be set forth in Exhibit B.

#### 2. Payment

An invoice will be issued by Developer and presented to Client at the end of each iteration or on a regular basis not to exceed one month. Invoices will be based on the number of hours worked (tracked to 2 decimal places) multiplied by the hourly rate(s).

Current hourly rates are listed in Exhibit A.

Client agrees to pay Developer the amount of each invoice for the development of the Software. Payment shall be made in the form of a check made payable to **Professional Database Developers, LLC**.

Payment must be made within 7 days of the presentation of the invoice (one week including weekends and/or holidays).

## **SOFTWARE DEVELOPMENT CONTRACT - PRO DB DEVELOPERS**

A verbal agreement to issue invoices on a bi-weekly or monthly basis may be accepted under this agreement.

### **3. Ownership**

Client shall own all right, title, and interest in and to the Software and all Artifacts, including all copyrights, patents, trade secrets, and other intellectual property rights. Artifacts include diagrams, requirements documents, goal sheets, and any other tangible related items produced in the process of Software development.

### **4. Confidentiality**

Developer agrees to keep confidential all information related to the Software and the development of the Software. Developer shall not disclose any such information to any third party without the prior written consent of Client.

### **5. Warranty**

Software development does not come with any warranties. Defects, or “bugs”, are worked out with Developer and Client as the development progresses. In an Agile approach Developer works closely with Client to assure that each iteration delivers the portion of Software set out by the goals of that iteration and does so with the approval of Client.

### **6. Termination**

Either party may terminate this Agreement upon written or verbal notice if the other party breaches any material provision of this Agreement.

Client may terminate this Agreement if Client is unhappy with Software results for any reason. Specific reasons are not required to be explained further.

Developer may terminate this Agreement if Developer feels that the work environment is unfriendly, hostile, or inappropriate in any way.

Upon termination, Client must pay the final invoice that covers hours worked up to that point.

Client retains rights over all Software and Artifacts as stated in Section 3 above regardless of which party terminates the contract.

### **7. Software Purchase and License Responsibilities**

It is the sole responsibility of Client to obtain and maintain the software and licenses for the products used to develop the application. This includes but is not limited to Microsoft

**SOFTWARE DEVELOPMENT CONTRACT - PRO DB DEVELOPERS**

Windows, Microsoft Office, Microsoft Access, and Microsoft SQL Server. This responsibility covers purchasing and licensing from all software companies.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law's provisions.

**9. Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written above.

**CLIENT:** [Client Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:** Professional Database Developers, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_