

Software Development Agreement Template (Fixed Price)

Between [YOUR NAME] ([YOUR BUSINESS]) and [CLIENT NAME] ([CLIENT BUSINESS]).

Scope of Development

The Sender will develop the following software for the Client: [PROJECT SCOPE], according to the technical requirements and assumptions agreed before this contract was signed.

Requests outside this scope (new features, integrations, or platforms not listed above) will be quoted and approved separately before development begins.

Milestones & Timeline

Development will proceed according to the milestones in [PROJECT SCOPE], with final delivery targeted for [DEADLINE]. Each milestone is considered complete when it passes the acceptance testing described below, or after 5 business days with no feedback from the Client.

Payment Terms

The total fee for this engagement is [TOTAL FEE], payable in milestones tied to the deliverables in [PROJECT SCOPE].

A deposit of [DEPOSIT] is due before work begins. Remaining milestone payments are invoiced as each phase is completed and are due within 7 days of the invoice.

Late payments may accrue a 1.5% monthly late fee, and work on subsequent milestones may be paused until outstanding balances are settled.

Testing & Acceptance

The Sender will test each milestone against the requirements in [PROJECT SCOPE] before delivery. The Client has 5 business days to report any deviation from the agreed requirements; issues reported after acceptance may be treated as new work.

Source Code & IP Ownership

Upon receipt of full payment, the Client receives ownership of all custom source code written for this project, including repository access and any credentials needed to operate it. Third-party libraries and services remain subject to their own licenses.

Post-Launch Support

This agreement includes 30 days of post-launch bug-fix support for defects in the delivered functionality. New features, infrastructure costs, and ongoing maintenance beyond this window are not included and can be arranged as a separate retainer.

Confidentiality

Both parties agree to keep confidential any non-public business, technical, or financial information shared during this engagement, and to use it only for the purpose of completing the work described in [PROJECT SCOPE].

This obligation survives the completion or termination of this agreement and continues for 2 years afterward.

Independent Contractor Relationship

The Sender is engaged as an independent contractor, not an employee, partner, or agent of the Client. The Sender is responsible for their own taxes, insurance, and benefits, and is free to accept other engagements during the term of this agreement, provided they do not conflict with the confidentiality obligations above.

Termination

Either party may terminate this agreement with 14 days' written notice. If the Client terminates before completion, the Sender will be paid for all work completed up to the termination date, and the deposit is non-refundable.

If the Sender terminates, any portion of the deposit exceeding the value of work already completed will be refunded to the Client within 14 days.

Limitation of Liability

The Sender's total liability under this agreement is limited to the total fees paid by the Client. Neither party is liable for indirect, incidental, or consequential damages arising from this engagement.

Governing Law & Entire Agreement

This agreement is governed by the laws of [GOVERNING LAW], without regard to conflict-of-law principles.

This document represents the entire agreement between the parties regarding [PROJECT SCOPE] and supersedes any prior discussions or proposals. Any changes must be made in writing and agreed to by both parties.

By signing below, both parties confirm they have read, understood, and agree to the terms above.

[YOUR NAME] — Signed: _____ Date: _____

[CLIENT NAME] — Signed: _____ Date: _____