

## SOFTWARE PURCHASE AND DEVELOPMENT AGREEMENT

**PREVIEW**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between [Name] ("Buyer") and [Name] ("Supplier").

### 1.0 PURCHASE:

- 1.1 Buyer agrees to purchase the software and software development services and any other related products or services that are listed and described in Exhibit A hereto.

### 2.0 AGREEMENT CONTENTS:

- 2.1 This purchase and Agreement is subject to all of the terms and conditions that are set forth in the following exhibits. The exhibits attached hereto are incorporated by reference and are made a part hereof as if the information in the exhibits and other documents were recited at length herein.

Exhibit A – Features and Requirements, and  
Exhibit B – General Terms and Conditions.

### 3.0 COMPENSATION:

- 3.1 Buyer will pay Supplier the sum of \$[amount] for the development of the software.
- 3.2 \$[amount] shall be due and payable upon execution of this agreement and the remaining balance of \$[amount] shall be due when the software is installed and functioning to Buyer's satisfaction.

### 4.0 COMPLETION

- 4.1 The initial completion of the software shall be completed by [date].
- 4.2 Upon completion of the initial software, Supplier shall deliver the product for laboratory testing. Supplier shall provide any necessary facilities for the testing, if Buyer does not have the appropriate or suitable facilities, equipment or software.
- 4.3 In the event the software does not perform to the Buyer's satisfaction, then the Supplier shall correct any errors, bugs, deficiencies, changes, or non-conformities within a reasonable time from the above testing at no additional cost to the Buyer. The Supplier shall then deliver the software again to the Buyer for re-testing and correct any other errors, bugs, deficiencies or non-conformities that may exist in the software.

5.

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5.1 Buyer shall own the software that has been paid for by Buyer. Buyer may use the software for any and all purposes.

5.2 Supplier shall own any other software, code or manuals which may be used with the software which was developed for Buyer and was not included in the development or purchase price.

## 6.0 NOTICES:

6.1 All notices that should be given under this Agreement shall be sent to the following names and addresses:

**Buyer:**

[Name]

[Company]

[Address]

[City, State, Zip]

Phone number [\*]

Fax number [\*]

**Supplier:**

[Name]

[Company]

[Address]

[City, State, Zip]

Phone number [\*]

Fax number [\*]

## 7.0 SIGNATURES:

7.1 This Agreement may be signed in counterparts and each counterpart shall have the same force and effect as though the signatures were contained in a single document. Facsimile and digital signatures shall also have the same force and effect as original signatures.

**Buyer:**

**Supplier:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THANK YOU**

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