

App Development Agreement Template

Prepared for

[Recipient Name]

[Company Name]

Prepared by

[Sender Name]

[Company Name]

App Development Agreement Template

1. Introduction

This App Development Agreement (the "Agreement") is entered into between [Client's Company], a [Type of Entity], located at [Client's Address] ("Client"), and [Developer's Company], a [Type of Entity], located at [Developer's Address] ("Developer"). This Agreement is effective as of [Effective Date].

The purpose of this Agreement is to outline the terms and conditions under which Developer agrees to develop a mobile application (the "App") for Client. The App is intended to [Briefly Describe the Intended Purpose or Functionality of the App].

Both parties agree to abide by the terms set forth in this Agreement, which serves to protect the interests of both Client and Developer throughout the development process. By signing this Agreement, both parties acknowledge that they have read, understood, and agree to be bound by its terms and conditions.

2. Purpose of the Agreement

The purpose of this Agreement is to define the scope of services to be provided by Developer, the terms and conditions under which these services will be delivered, and the responsibilities of both parties involved. This Agreement aims to ensure that the App is developed and delivered in a manner that meets or exceeds the Client's expectations, adheres to agreed-upon specifications, and is completed within the established timeline and budget.

The App, as described in more detail in Section 3 ("Scope of Work"), is intended for [State the Intended Audience or Use Case, e.g., consumers, businesses, specific industries, etc.] and will possess functionalities and features that aim to [State the Objectives or Goals of the App, e.g., improve user engagement, streamline internal operations, etc.].

By entering into this Agreement, both Client and Developer are committing to a collaborative relationship that centers on clear communication, mutual respect, and the shared goal of creating a successful App.

3. Services

3.1 Scope of Work

The Developer shall provide the following services for the development of the App, as mutually agreed upon by both parties:

- Requirement Analysis: Conduct an initial assessment to determine the App's specifications.

- UI/UX Design: Create the User Interface (UI) and User Experience (UX) designs.
- Backend Development: Set up and configure the backend server, databases, and APIs.
- Frontend Development: Implement the frontend based on the approved UI/UX designs.
- Testing and Quality Assurance: Conduct rigorous tests to ensure the App meets quality standards.
- Deployment: Launch the App on specified platforms.
- Post-Launch Support: Provide ongoing maintenance and support for a period defined in Section X ("Post-Launch Support").

3.2 Technical Stack

The App shall be developed using the following technologies:

- Backend: [Specify Technology, e.g., Node.js, Django]
- Frontend: [Specify Technology, e.g., React Native, Angular]
- Database: [Specify Technology, e.g., MongoDB, MySQL]
- Other: [Any other tech stack components, e.g., third-party APIs, libraries]

3.3 Specialized Technologies or Methodologies

[If applicable, describe any specialized technologies or methodologies that will be used in the development process, e.g., Agile development, Blockchain, AI, etc.]

3.4 Changes to Scope of Work

Any changes to the scope of work after the signing of this Agreement must be documented in a written amendment, agreed upon by both parties.

3.5 Exclusions

Services not explicitly mentioned in this section or any addenda are to be considered outside the scope of this Agreement and may require a separate agreement or an amendment to this Agreement.

4. Project Costs and Payments

4.1 Project Costs

The total estimated cost of the project is set forth in the table below:

Description	Estimated Hours	Hourly Rate	Total Cost
Initial Setup	XX hours	\$XX	\$XXXX
Requirement Analysis	XX hours	\$XX	\$XXXX
UI/UX Design	XX hours	\$XX	\$XXXX
Backend Development	XX hours	\$XX	\$XXXX
Frontend Development	XX hours	\$XX	\$XXXX
Database Setup	XX hours	\$XX	\$XXXX
Testing & QA	XX hours	\$XX	\$XXXX
Deployment	XX hours	\$XX	\$XXXX
Post-launch Support	XX hours	\$XX	\$XXXX
Total Estimated Costs	XXX hours		\$XXXXX

4.2 Payment Terms

Payment shall be made according to the following terms:

- Initial Setup: \$X,XXX, payable upon signing this Agreement.
- Prototype Development: \$X,XXX, payable upon completion of the prototype.
- Final Product: \$X,XXX, payable upon successful launch of the App.

4.3 Invoices

All payments shall be processed against the Developer's issued invoices, which must detail the work performed, hours spent, and costs incurred.

4.4 Late Fees

Payments not made within [Specify Number, e.g., 30] days of the invoice date will incur a late fee of [Specify Percentage, e.g., 1.5%] per month.

4.5 Refunds

No refunds will be issued after the commencement of work, except as described in Section X ("Termination and Cancellation").

5. Milestones and Deliverables

5.1 Project Timeline

The following table outlines the project milestones, expected start and end dates, and the parties responsible for each phase:

Milestone	Start Date	End Date	Responsible Party
Requirement Analysis	[Start Date]	[End Date]	Both Parties
Prototype Development	[Start Date]	[End Date]	Developer
Alpha Testing	[Start Date]	[End Date]	Developer
Beta Testing	[Start Date]	[End Date]	Both Parties
App Launch	[Start Date]	[End Date]	Developer

5.2 Deliverables

For each milestone, specific deliverables must be completed and approved by [COMPANY] before proceeding to the next phase. These deliverables will be mutually agreed upon and documented in writing by both parties.

5.3 Revisions and Changes

Any revisions or changes to project milestones or deliverables must be approved in writing by both [COMPANY] and [DEVELOPER]. Changes may affect the project timeline and costs, and these adjustments will be agreed upon by both parties in writing.

5.4 Acceptance of Deliverables

Upon completion of each milestone, [COMPANY] will have [Specify Number, e.g., 7] days to review and either accept or request revisions for the deliverables. Failure to respond within this time frame will result in automatic acceptance of the deliverables.

6. Payment and Financial Terms

6.1 Payment Schedule

The payment for the services rendered under this Agreement shall be as per the following schedule:

Milestone	Payment Amount	Payment Due Date
Initial Setup	\$X,XXX	Upon Signing
Prototype	\$X,XXX	Upon Completion
Final Product	\$X,XXX	Upon Completion

Payments should be made to [DEVELOPER] within [Specify Number, e.g., 15] days of receiving the invoice.

6.2 Late Fees

Payments not made within [Specify Number, e.g., 15] days of the due date will be subject to a late fee of [Specify Percentage, e.g., 2%] per month on the overdue amount.

6.3 Additional Costs

Any costs arising due to changes in the scope, deliverables, or timeline will be estimated and agreed upon by both [COMPANY] and [DEVELOPER] in writing.

6.4 Refunds

No refunds will be issued after the commencement of the project. Any unused budget will be accounted for and may be used for future projects or refunded at the discretion of [DEVELOPER].

7. Revision and Change Control

7.1 Revision Requests

[COMPANY] is entitled to [Specify Number, e.g., 2] rounds of revisions within the scope of the original project description at no extra cost. Additional revisions will be subject to new quotations and must be agreed upon in writing by both parties.

7.2 Change Control Procedure

Any request for changes to the scope of the project, including additions or deletions, must be submitted in writing by [COMPANY] and approved by [DEVELOPER]. Changes to the project's scope may result in adjustments to project costs and timelines.

7.3 Unauthorized Changes

[DEVELOPER] is not responsible for any unauthorized changes to the project scope made by [COMPANY] or third parties. Such changes may result in additional costs and delays, for which [COMPANY] will be solely responsible.

8. Legal and Compliance

8.1 Compliance with Laws

Both [COMPANY] and [DEVELOPER] shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

8.2 Indemnification

[COMPANY] agrees to indemnify, defend, and hold harmless [DEVELOPER] from any and all claims, damages, liabilities, costs, and expenses arising from [COMPANY]'s failure to comply with any terms of this Agreement or any applicable laws or regulations.

8.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of [Specify State], and any disputes arising from or related to this Agreement shall be resolved in the jurisdiction of [Specify State].

8.4 Entire Agreement

This Agreement constitutes the entire understanding between [COMPANY] and [DEVELOPER] and supersedes all prior oral agreements, understandings, or representations. Any changes to this Agreement must be made in writing and signed by both parties.

9. Termination and Cancellation

9.1 Termination for Cause

Either [COMPANY] or [DEVELOPER] may terminate this Agreement if the other party breaches any of its obligations under this Agreement and fails to cure such breach within 30 days after receiving written notice of such breach.

9.2 Termination without Cause

[COMPANY] may terminate this Agreement without cause upon providing 30 days written notice to [DEVELOPER]. In such a case, [COMPANY] is responsible for payment for all services rendered up to the date of termination.

9.3 Effect of Termination

Upon termination of this Agreement, all licenses granted under this Agreement will cease, and [DEVELOPER] will return any confidential information belonging to [COMPANY]. [COMPANY] is obligated to make all outstanding payments for services rendered up to the date of termination.

9.4 Survival

Clauses concerning indemnification, confidentiality, and intellectual property will survive the termination of this Agreement.

10. Confidentiality

10.1 Non-Disclosure

Both [COMPANY] and [DEVELOPER] agree not to disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the other, except as required in the performance of services under this Agreement. Confidential information includes, but is not limited to, trade secrets, business plans, strategies, methods and/or practices, customer lists, and financial information.

10.2 Exceptions

The obligations under this section do not apply to information that is publicly available, already in the receiving party's possession, or obtained from a third party who is free to disclose it.

10.3 Return of Information

Upon termination or expiration of this Agreement, or at the request of the disclosing party, the receiving party will promptly return all confidential information belonging to the disclosing party, unless otherwise agreed in writing.

10.4 Duration

The obligations under this section shall survive termination or expiration of this Agreement for a period of two years.

11. Termination

11.1 Termination for Cause

Either [COMPANY] or [DEVELOPER] may terminate this Agreement immediately upon written notice if the other party is in material breach of any obligation, representation, or warranty hereunder and fails to cure the material breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

11.2 Termination without Cause

Either party may terminate this Agreement for any reason upon providing sixty (60) days written notice to the other party.

11.3 Consequences of Termination

Upon termination, each party shall return to the other any confidential information or materials belonging to the other party. Furthermore, [DEVELOPER] shall cease all use of any [COMPANY] trademarks, logos, or branding, and [COMPANY] shall pay any outstanding balances for services rendered up to the point of termination.

11.4 Survival

Clauses relating to confidentiality, intellectual property rights, liability, and governing law shall survive termination of this Agreement.

12. Governing Law and Dispute Resolution

12.1 Governing Law

This Agreement shall be governed by the laws of the State of [Your State/Country], without regard to its conflict of law principles.

12.2 Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall first try to resolve the dispute through negotiation or other amicable means. If these efforts are unsuccessful, the parties agree to

resolve any such disputes through arbitration, according to the rules of an agreed-upon arbitration entity. The language to be used in the arbitral proceedings shall be English.

12.3 Jurisdiction

The parties agree that any litigation relating to this Agreement shall be brought in the courts of [Your State/Country], and the parties hereby consent to the jurisdiction and venue of such courts.

13. Miscellaneous Provisions

13.1 Entire Agreement

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior oral agreements between the parties. No modification, amendment, or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both parties.

13.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Agreement shall remain in full force and effect.

13.3 Notices

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered in person, sent by email, or sent by certified mail, postage prepaid, and return receipt requested, addressed to the other party at its address specified in this Agreement or at such other address as such party shall designate by written notice to the other party.

13.4 Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

13.5 Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the other's prior written consent, except that [DEVELOPER] may subcontract certain aspects of the Services with [COMPANY]'s prior written consent.

To accept this agreement, please sign below:

Signature:

Date:

[NAME OF AGENCY]

Signature:

Date:

[NAME OF CLIENT]